

City Council

REGULAR MEETING AGENDA

June 16, 2020 – 6:30 pm

This meeting will be held via Webex in accordance with the local emergency declaration made by the City under Minn. Stat. § 12.37. The public may monitor this meeting by watching on Comcast cable channel 16, by streaming on CCXmedia.org, or by calling 1-415-655-0001 and entering the meeting code 133 138 0194. The public may participate in this meeting during public comment sections, including the public forum beginning at 6:20 pm, by calling 763-230-7454. Additional information about monitoring electronic meetings is available on the [City website](#). For technical assistance, please contact the City at 763-593-8007 or webexsupport@goldenvalleymn.gov. If you incur costs to call into the meeting, you may submit the costs to the City for reimbursement consideration.

1. Call to Order

- | | <u>Pages</u> |
|---|--------------|
| A. Pledge of Allegiance | |
| B. Roll Call | |
| C. Proclamation Recognizing Dr. Evans-Becker Principal of Meadowbrook Elementary School | 3-4 |

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 – May 19, 2020 | 5-8 |
| 2. Special City Council Meetings – May 29, 2020 | 9-12 |
| B. Approval of City Check Register | 13 |
| C. Licenses: | |
| 1. 2020-2021 Liquor License renewals | 14 |
| 2. Approve On-Sale Intoxicating with Sunday Sale Liquor License – New Bohemia Wurst & Bier Haus | 15 |
| D. Minutes of Boards and Commissions: | |
| 1. Planning Commission – May 11 and May 27, 2020 | 16-30 |
| 2. Open Space & Recreation Commission – April 27, 2020 | 31-34 |
| 3. Bassett Creek Watershed Management Commission – April 16, 2020 | 35-40 |
| E. Approval of Bids, Quotes and Contracts: | |
| 1. Award Welcome Avenue Sanitary Sewer Extension Project | 41-81 |
| 2. Authorize Limited Use Permit with Three Rivers Park District for Permitting Land Usage on the Trunk Highway 100 Pedestrian Bridge | 82-88 |



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3. Consent Agenda - continued

- E. Approval of Bids, Quotes and Contracts - continued
 - 3. Approve Emergency Repairs to Winnetka Avenue Storm Sewer Crossing at Knoll Street 89-110
- F. Establishing Polling Place Changes for the 2020 State Primary and General Elections Res. 20-35 111-114
- G. Approval of Twelve Month Extension for Conditional Use Permit 166 – 1030 Angelo Drive 115-118
- H. Approval of Three Month Extension for Conditional Use Permit 161 – 2425 Douglas Drive 119-123
- I. Board and Commission Appointments 124
- J. Receive and File Rising TIDES Task Force Recommendations Report 125-141

4. Public Hearing

- A. Public Hearing – Ordinance 683 - Amending Sections 113-1: Definitions, 113-92: Commercial Zoning District of the City Code to restrict the sale of tobacco in the City 142-152
- B. Public Hearing to Vacate Easements at 1421 Rhode Island Avenue North Res. 20-36 153-155

5. Old Business

6. New Business

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

- A. Variance Appeal – 1421 and 1435 Rhode Island Avenue North 156-173
- B. Variance Appeal – 4725 Olson Memorial Highway 174-192
- C. Approval of Plat – Ward Addition (1421 Rhode Island Avenue North) Res. 20-37 193-195
- D. Adopt COVID-19 Operations Recovery and Readiness Plan 196-433
- E. Adopt Resolution Ending Local Emergency Res. 20-38 434-435
- F. COVID-19 Pandemic Emergency Administrative Actions 436-462
- G. Review of Council Calendar 463
- H. 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

June 16, 2020

Agenda Item

1. C. Proclamation Recognizing Dr. Evans-Becker Principal of Meadowbrook Elementary School

Prepared By

Kris Luedke, City Clerk

Summary

Dr. Greta Evans-Becker has been the principal at Meadowbrook Elementary School, 5430 Glenwood Avenue, for 12 years. The City would like to recognize Dr. Evans-Becker for her leadership in education, the City of Golden Valley and the Meadowbrook Elementary Community. Dr. Evans-Becker will attend the meeting remotely to accept the proclamation.

Financial Or Budget Considerations

Not applicable

Recommended Action

Motion to adopt Proclamation recognizing Dr. Evans-Becker Principal of Meadowbrook Elementary School.

Attachments

- Proclamation in recognition of Dr. Greta Evans-Becker Principal of Meadowbrook Elementary School (1 page)



CITY OF GOLDEN VALLEY

PROCLAMATION IN RECOGNITION OF DR. GRETA EVANS-BECKER PRINCIPAL OF MEADOWBROOK ELEMENTARY

WHEREAS, Dr. Greta Evans-Becker has served as the Principal of Meadowbrook Elementary School for 12 years; and

WHEREAS, Dr. Evans-Becker provided fearless leadership to education, the City of Golden Valley, and the Meadowbrook Elementary Community; and

WHEREAS, Dr. Evans-Becker created a positive school environment focused on health and wellness by planting and tending vegetable and fruit gardens, establishing a school-wide 5K run, and being an early adopter of flexible seating; and

WHEREAS, Dr. Evans-Becker educated generations upon generations of children, laying the foundation for future educators, doctors, lawyers, inventors, politicians, and all other professions imaginable by students in a caring, supportive, and inspiring environment; and

WHEREAS, Dr. Evans-Becker dedicated her time and energy to well-being and vitality of the Meadowbrook Elementary community.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Golden Valley do hereby proclaim our appreciation to Dr. Greta Evans-Becker, for the 12 years of dedication to Meadowbrook Elementary School, and recognize all achievements there in as a direct result of her tireless and fearless leadership.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Golden Valley to be affixed this 16th day of June, 2020.

Shepard M. Harris, Mayor

City Council

REGULAR MEETING MINUTES

May 19, 2020 – 6:30 pm

In light of the recently declared COVID-19 health pandemic, the Mayor of the City of Golden Valley declared a local emergency under Minnesota Statute, section 12.37. In accordance with that declaration, beginning on March 16, 2020, all meetings of the City Council held during the emergency were conducted by telephone or other electronic means.

The City used WebEx to conduct this meeting electronically. Members of the public were able to monitor the meetings by watching it on Comcast cable channel 16, by streaming it on CCXmedia.org, and by dialing in to the public call-in line. The public was able to participate in this meeting during public comment sections, including the public forum, by dialing in to the public call-in line.

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 Larry Fonnest, Maurice Harris, Gillian Rosenquist and Kimberly Sanberg

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

2. Additions and Corrections to Agenda

MOTION made by Council Member Fonnest, seconded by Council Member Rosenquist to approve the agenda of May 19, 2020, as submitted. Upon a vote being taken, the following voted in favor of: Larry Fonnest, Maurice Harris, Shep Harris, Gillian Rosenquist, and Kimberly Sanberg, the following voted against: none and the motion carried.

3. Approval of Consent Agenda

MOTION made by Council Member Rosenquist, seconded by Council Member Harris to approve the consent agenda of May 19, 2020, as revised: removal of 3E-Accept Environmental Commission 2019 annual report and 2020 work plan and 3I-Board/Commission Appointments. Upon a vote being taken, the following voted in favor of: Larry Fonnest, Maurice Harris, Shep Harris, Gillian Rosenquist, and Kimberly Sanberg, the following voted against: none and the motion carried.

3A. Approval of Minutes:

3A1. City Council Meeting – May 5, 2020

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

3C. Licenses:

3C1. Approve the issuance of an On-Sale Wine (including strong beer) and 3.2 % Malt Liquor License to Mill Valley Market located at 1221 Theodore Wirth Parkway for the license period of May 19 through June 30, 2020.

3. Approval of Consent Agenda - continued

3D. Minutes of the Boards and Commissions:

3D1. Civil Service Commission – February 3, 2020

3D2. Planning Commission – April 13 and 27, 2020

3D3. Environmental Commission – February 24, 2020

3D4. Human Services Commission – February 10, March 9 and April 28, 2020

~~**3E.** Accept the Environmental Commission 2019 annual report and approve the 2020 work plan.~~

3F. Accept the Planning Commission 2019 Annual Report and approve the 2020 Work Plan.

3G. Accept the Board of Zoning Appeals 2019 Annual Report.

3H. Receive and file the April 2020 Financial Reports.

~~**3I.** Board/Commission Appointments.~~

3. Items Removed From the Consent Agenda:

3E. Accept Environmental Commission 2019 annual report and approve the 2020 work plan

Environmental Resources Supervisor Eckman presented the 2019 Annual report and 2020 work plan and answered questions from Council. The Council thanked the Environmental Commission their service to the City.

MOTION made Council Member Fonnest, seconded by Council Member Rosenquist to accept the Environmental Commission 2019 annual report and approve the 2020 work plan. Upon a vote being taken, the following voted in favor of: Larry Fonnest, Maurice Harris, Shep Harris, Gillian Rosenquist, and Kimberly Sanberg, the following voted against: none and the motion carried.

3I. Board and Commission Appointments and Reappointments

Council Member Rosenquist said the Council interviewed Ms. Esther Black before the meeting and that she would like to make a motion to appoint Ms. Black to the Human Services Commission as a youth member.

MOTION made by Council Member Rosenquist, seconded by Council Member Sanberg to appoint Ms. Esther Black to the Human Services Commission as a youth member with a term to expire on April 30, 2021. Upon a vote being taken, the following voted in favor of: Larry Fonnest, Maurice Harris, Shep Harris, Gillian Rosenquist, and Kimberly Sanberg, the following voted against: none and the motion carried.

4. Public Hearing

5. Old Business

6. New Business

6A. First Consideration – Ordinance 681 – Modifying the Responsibilities of the Environment Commission

Environmental Resources Supervisor Eckman presented the staff report.

6A. First Consideration – Modifying Responsibilities of Environment Commission – continued

MOTION made by Council Member Fonnest, seconded by Council Member Rosenquist to adopt the first consideration **Ordinance 681**, deleting in its entirety City Code Chapter 2 Administration, Article V. Boards and Commissions, Section 2-131 Environmental Commission and replacing with a new Section 2-131. Upon a vote being taken, the following voted in favor of: Larry Fonnest, Maurice Harris, Shep Harris, Gillian Rosenquist, and Kimberly Sanberg, the following voted against: none and the motion carried.

6B. COVID-19 Pandemic Emergency Administrative Actions

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

MOTION made by Council Member Fonnest, seconded by Council Member Rosenquist to ratify Emergency Administrative Actions 20-37 through 20-43. Upon a vote being taken, the following voted in favor of: Larry Fonnest, Maurice Harris, Shep Harris, Gillian Rosenquist, and Kimberly Sanberg, the following voted against: none and the motion carried.

6C. Review of Council Calendar

The City Offices will be closed on May 25, 2020, in observance of Memorial Day.

Some Council Members may attend the virtual Golden Valley Business Council meeting on May 28, 2020, at 9 am.

The next City Council meeting will be held virtually on June 2, 2020, at 6:30 pm.

The 2020 Run the Valley will be held virtual from June 5 through June 14, 2020.

6D. Mayor and Council Communication

Council Member Rosenquist reminded residents to complete the 2020 Census because it is important for the City of Golden Valley and the State of Minnesota.

Council Member Fonnest said the Golden Valley Historical Society received the National Award of Excellence from the American Association of State and Local History which is one of the most prestige awards in the nation.

Mayor Harris congratulated the School of Engineering and Arts School District for receiving the Green Ribbon Award. He also said he attended a virtual meeting with the Blue Line Extension Coalition regarding the funding for Blue Line Extension and provided information regarding the funding. Mayor Harris also thanked the Golden Valley Delegation for their support for funding of Golden Valley projects.

7. Adjourn

MOTION made by Council Member Rosenquist, seconded by Council Member Fonnest to adjourn the meeting at 7:46 pm. Upon a vote being taken, the following voted in favor of: Larry Fonnest, Maurice Harris, Shep Harris, Gillian Rosenquist, and Kimberly Sanberg, the following voted against: none and the motion carried.

Shepard M. Harris, Mayor

ATTEST:

Kristine A. Luedke, City Clerk

City Council

SPECIAL CITY COUNCIL MEETING MINUTES

May 29, 2020 – 9 am

In light of the recently declared COVID-19 health pandemic, the Acting Mayor of the City of Golden Valley declared a local emergency under Minnesota Statute, section 12.37. In accordance with that declaration, beginning on March 16, 2020, all meetings of the City Council held during the emergency were conducted by telephone or other electronic means.

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1. Call to Order

Mayor Harris called the meeting to order at 9 am.

1A. Pledge of Allegiance

1B. Roll Call

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

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

In memory of Mr. George Floyd, Mayor Harris asked of a moment of silence.

2. Additions and Corrections to Agenda

MOTION made by Council Member Harris, seconded by Council Member Sanberg to approve the agenda of May 29, 2020, as submitted. Upon a vote being taken, the following voted in favor of: Larry Fonnest, Maurice Harris, Shep Harris, Gillian Rosenquist and Kimberly Sanberg, the following voted against: none and the motion carried.

3. New Business

3A. Adopt Resolution Creating Outdoor Service during Local Emergency for COVID-19

Planning Manager Zimmerman presented the staff report and answered questions from Council. City Attorney Cisneros and City Clerk Luedke answered questions from Council.

Council thanked city staff for their work on the process to create temporary outdoor service areas for the local establishments to be used during the local emergency.

MOTION made by Council Member Rosenquist, seconded by Council Member Sanberg to adopt **Resolution 20-31**, creating an Outdoor Service during Declared Local Emergency for COVID-19. Upon a vote being taken, the following voted in favor of: Larry Fonnest, Maurice Harris, Shep Harris, Gillian Rosenquist and Kimberly Sanberg, the following voted against: none and the motion carried.

4. **Adjourn**

MOTION made by Council Member Rosenquist, seconded by Council Member Harris to adjourn the meeting at 9:26 am. Upon a vote being taken, the following voted in favor of: Larry Fonneet, Maurice Harris, Shep Harris, Gillian Rosenquist and Kimberly Sanberg, the following voted against: none and the motion carried.

Shepard M. Harris, Mayor

ATTEST:

Kristine A. Luedke, City Clerk

City Council

SPECIAL CITY COUNCIL MEETING MINUTES

May 29, 2020 – 9 pm

In light of the recently declared COVID-19 health pandemic, the Acting Mayor of the City of Golden Valley declared a local emergency under Minnesota Statute, section 12.37. In accordance with that declaration, beginning on March 16, 2020, all meetings of the City Council held during the emergency were conducted by telephone or other electronic means.

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1. Call to Order

Mayor Harris called the meeting to order at 9:22 pm.

1A. Roll Call

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

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

2. Additions and Corrections to Agenda

MOTION made by Council Member Fonnest, seconded by Council Member Rosenquist to approve the agenda of May 29, 2020, as submitted. Upon a vote being taken, the following voted in favor of: Larry Fonnest, Maurice Harris, Shep Harris, Gillian Rosenquist and Kimberly Sanberg, the following voted against: none and the motion carried.

3. New Business

3A. Adopt Resolution Recognizing and Extending Local Emergency

City Manager Cruikshank provided background information regarding extending the local emergency and answered questions from Council. City Attorney Cisneros said the purpose of extending the local emergency was required to grant the City the authority to declare a city-wide curfew through one consideration of the ordinance instead of the required two considerations. She answered questions from Council.

MOTION made by Council Member Fonnest, seconded by Council Member Sanberg to adopt **Resolution 20-34**, recognizing and extending local emergency. Upon a vote being taken, the following voted in favor of: Larry Fonnest, Maurice Harris, Shep Harris, Gillian Rosenquist and Kimberly Sanberg, the following voted against: none and the motion carried.

3B. Adopt Ordinance Declaring City-Wide Nighttime Curfew

City Attorney Cisneros provided information on the proposed ordinance declaring a city-wide curfew and answered questions from Council. She said this action would match that other cities in our region who have already declared a curfew so that our city is not the only one in the area without one. City Manager Cruikshank answered questions from Council. Chief Sturgis provided additional information on the proposed curfew.

Mayor Harris stated that per the Council’s agenda all ordinances listed under new business are eligible for public input. No public input was offered.

There was Council discussion regarding declaring a city-wide nighttime curfew.

MOTION made by Council Member Rosenquist, seconded by Council Member Fonnest to adopt **Ordinance 682**, declaring a city-wide curfew. Upon a vote being taken, the following voted in favor of: Larry Fonnest, Maurice Harris, Shep Harris, Gillian Rosenquist and Kimberly Sanberg, the following voted against: none and the motion carried.

4. Adjourn

MOTION made by Council Member Harris, seconded by Council Member Fonnest to adjourn the meeting at 10:20 pm. Upon a vote being taken, the following voted in favor of: Larry Fonnest, Maurice Harris, Shep Harris, Gillian Rosenquist and Kimberly Sanberg, the following voted against: none and the motion carried.

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

June 2, 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:

- 06/12/20 Check Register



EXECUTIVE SUMMARY

City Administration

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

Golden Valley City Council Meeting

June 16, 2020

Agenda Item

3. C. 1. Approve 2020-2021 Liquor License Renewals

Prepared By

Kris Luedke, City Clerk

Summary

The following establishments have applied for renewal of their liquor licenses for the 2020-2021 license term. The applicants listed below have met City Code and State requirements for the renewal of their license. The Golden Valley Police Department has conducted a background investigation on the establishment listed below and they meet City licensing guidelines. Staff is recommending approval of the following license renewal:

Licensee	Address	License Type
Mill Valley Market	1221 Theodore Wirth Parkway	On-Sale Wine and 3.2 Malt Liquor

The following establishment has applied of their liquor license for the 2020-2021 license term. The Golden Valley Police Department will be conducting background investigation on the establishment. Staff recommends approval contingent upon a successful background investigation:

Licensee	Address	License Type
Mort's	525 Winnetka Avenue	On-Sale Wine and 3.2 Malt Liquor

Financial Or Budget Considerations

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

Recommended Action

Motion to approve the renewal of the liquor licenses for the applicants listed above for the license period of July 1, 2020, through June 30, 2021.



EXECUTIVE SUMMARY

City Administration

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

Golden Valley City Council Meeting

June 16, 2020

Agenda Item

3. C. 2. Approve On-Sale intoxicating with Sunday Sales Liquor License – New Bohemia Wurst & Bier Haus

Prepared By

Kris Luedke, City Clerk

Summary

New Bohemia Wurst & Bier Haus located at 8040 Olson Memorial Highway has submitted its liquor license application for the 2020-2021 license period. The establishment is requesting to change its liquor license from an On-Sale Wine and 3.2 Percent Malt Liquor to an On-Sale Intoxicating liquor license with Sunday Sales.

The City Attorney has reviewed the application and noted a few minor deficiencies that should be corrected prior to issuing the license. The City Clerk is working with the applicant to remedy the deficiencies. The Golden Valley Police Department has conducted the background investigations and found New Bohemia to meet the City licensing guidelines.

Financial Or Budget Considerations

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

Recommended Action

Motion to approve the issuance of the of On-Sale Intoxicating Liquor License with Sunday Sales for New Bohemia Wurst & Bier Haus located at 8040 Olson Memorial Highway for the license period of July 1, 2020 through June 30, 2021 contingent upon provision of minor items missing from application materials.

Planning Commission

May 11, 2020 – 7 pm

REGULAR MEETING MINUTES

This meeting was held via Webex in accordance with the local emergency declaration made by the City under Minn. Stat. § 12.37. In accordance with that declaration, beginning on March 16, 2020, all Planning Commission meetings held during the emergency were conducted electronically. The City used Webex to conduct this meeting and members of the public were able to monitor the meetings by watching it on Comcast cable channel 16, by streaming it on CCXmedia.org, or by dialing in to the public call-in line. The public was able to participate in this meeting during public comment sections, by dialing the public call-in line.

1. Call to Order

The meeting was called to order at 7:05 by **Chair Blum**.

Roll Call

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

Commissioners absent: Ari Prohofsky

Staff present: Jason Zimmerman – Planning Manager

Council Liaison present: Gillian Rosenquist

2. Approval of Agenda

Chair Blum, asked for a motion to approve the agenda.

MOTION made by **Commissioner Brookins**, seconded by **Commissioner Segelbaum** to approve the agenda of May 11, 2020, as submitted. Staff called a roll call vote and the motion carried unanimously.

3. Approval of Minutes

Chair Blum made a correction to the minutes from the April 27, 2020 meeting and assuming those corrections were made, asked for a motion to approve the minutes from April 27, 2020.

MOTION made by **Commissioner Brookins**, seconded by **Commissioner Johnson** to approve the meeting minutes, after the correction was made, from April 27, 2020. Staff called a roll call vote and the motion carried unanimously.

4. Informal Public Hearing – Amendment to Future Land Use Map

Applicant: Paul Jacob

Address: 7345 Country Club Drive

Purpose: To modify the guided land use from Low Density Residential to Retail/Service

[ITEM 4 & 5 ARE PRESENTED TOGETHER]



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5. Informal Public Hearing – Amendment to Zoning Map

Applicant: Paul Jacob
Address: 7345 Country Club Drive
Purpose: To modify the zoning designation from Single-Family Residential (R-1) to Commercial

Jason Zimmerman, Planning Manager, started by explaining the proposal by the applicant to amend the Future Land Use Map which would be a modification of the 2040 Comprehensive Plan. This amendment changes the land-use designation from Low Density Residential to Retail/Service. The applicant's second proposal was to amend the Zoning Map in order to rezone Schuller's. This amendment would change the zoning from Single-Family Residential to Commercial. The elements of the proposal have an end goal of creating an outdoor patio for customers. Adding the patio qualifies as an expansion and in order to do so, zoning and land use designations must be changed as the current non-conforming statute allows use to continue but not expansion.

By way of background, **Zimmerman** explained Schuller's is a bar/restaurant, operating at its current location for decades and is considered non-conforming. The guided land use has been designated as a Single-Family or Low Density Residential since at least 1977. A zoning map from the first part of 1956 shows the property zoned as commercial, but later that year it was rezoned to a Single-Family Residential (R-1).

Zimmerman reminded the Commissioners that Schuller's made a similar request in 2012, the Planning Commission recommended denial and City Council tabled the item and did not vote. In 2013 the City Council discussed the change and did not support it. In 2014 the Council supported moving forward but there was not an application submitted.

Moving on to the steps in the process, **Zimmerman** stated that if the land use change was approved by the City, it must follow these next steps:

1. Be approved by the Metropolitan Council as a Comprehensive Plan amendment.
2. Once Met. Council grants approval, the zoning change may occur.
3. Then a CUP is needed which may then set additional regulations on setbacks, hours, noise, etc
4. Variances would be needed for existing setbacks as well as for the new patio.

Zimmerman informed the group on the neighbor notification process for this proposal and typically that includes a neighborhood meeting. Current Covid-19 restrictions discouraged this and a neighborhood mailing was sent instead with an extended comment period. Planning staff received three emails and two phone calls.

Zimmerman expanded on the zoning and land use definitions as well as the idea of "spot-zoning". Regarding Land Use changes, there aren't specific standards outlined in the City Code but the City

Attorney urges the Planning Commission to consider land-use descriptions that are contained in the comprehensive plan. When looking at the zoning changes, the City Attorney urges the Commissioners to consider the purpose of the Zoning Chapter *to regulate land use ... for the purpose of promoting the health, safety, order, convenience, and general welfare of all citizens of the City.*

Staff has two primary concerns regarding this proposal:

1. The construction of an outdoor patio in a primarily single-family neighborhood increases the likelihood of complaints related to noise, lights, traffic, etc.
2. Potential changes would not be limited to Schuller's, but would include any other future Permitted or Conditional Use in the Commercial Zoning District

Aside from that, changing the land use does not appear to be consistent with the following Comp. Plan goals and objectives:

- Minimizing Conflicts and Impacts of Change (Land Use Chapter, Goal 2)
- Protecting Existing Residential Neighborhoods (Objective 1)
- Supporting Non-residential Growth Opportunities while Respecting Adjacent Properties (Objective 2)

Being that the request to change the land use designation of the property from Low Density Residential to Retail/Service would be inconsistent with the goals and objectives of the 2040 Comprehensive Plan, staff **recommends denial.**

Being that the request to rezone the property from Single-Family Residential (R-1) to Commercial would likely introduce significant impacts to surrounding properties, staff **recommends denial.**

Commissioner Baker asked staff how often Land Use and Zoning Changes were approved and what the conditions were. **Zimmerman** responded that there have been about six or so approved and it was generally to accommodate a use for the area that wasn't considered before. Those that were denied, were generally because an applicant wanted to create something new and change a use all together. Commissioner Johnson asked what the maximum height is for a structure in the rezoning proposal. **Zimmerman** responded that it's about 2-3 stories, not much taller than the single-family zoning allows.

Paul Jacob, Applicant, is the son of the previous owner of 30 years. **Jacob** stated that Schuller's loses about 30% of their business in the summer and it seems to be due to lack of outside patio seating. Recently renovations have taken place to help upgrade the building and the owners would like to continue business at the current location. **Jacob** said they're willing to make accommodations to reduce noise in order to obtain a patio. Given the current social distancing requirements, the owners feel that once customers are allowed to go to restaurants again, folks will feel the most comfortable with outdoor seating. Being that they can't offer that at all, the owners are concerned for the future of Schuller's.

Commissioner Segelbaum asked the applicants if they had comments regarding staff concern over rezoning and opening the door for another restaurant to open in the future. The applicants responded

that their goal was not to rezone but it was part of the process they needed to follow in order to expand and build a patio. They also restated their desire to keep Schuller's.

Chair Blum opened the informal public hearing at 7:32pm.

Caller 1: Peter Pluvak, 510 Kelley Drive

Would like the Commission to recommend denial of the proposal and is concerned about the increased traffic to the restaurant and the danger that will lead to residents.

Caller 2: John Ebber 7421 Glenwood Ave

Stated that the neighborhood is low density residential and is in the 2040 Comprehensive Plan as such. Caller is concerned this is spot zoning and is inconsistent with the land use and zoning maps. Economic considerations are enough to constitute a rezoning, as he said was stated by the BZA. Resident encouraged the Commission to recommend denial to the City Council.

Caller 3: Ben Harkins 7028 Schuller Circle

Caller doesn't feel the plan serves the neighborhood and appears to have negative impact. He also stated that he doesn't understand how a blocked off or sheltered patio will be desirable to patrons. Caller is also concerned with the increased traffic, noise and is very concerned about the business being sold and another, larger establishment takes root.

Chair Blum closed the public hearing at 7:42pm.

Chair Blum asked staff about the applicants offer to create conditions tied to their patio proposal. **Zimmerman** responded that conditions can't be tied to a land use or a rezoning request but rather to a CUP once the former is approved.

Commissioner Pockl asked the applicants if there have been changes since the 2012 denial that promotes the request a second time. The applicant responded that it's part of their improvement process. By doing other work and investing in to the building, they were hoping to show the City that they're committed to staying in the building and to keep Schuller's running. **Pockl** asked if there were more upgrades planned. Applicant responded that they already made a few upgrades: new ceiling, new booths, new windows, made the entrance handicap accessible. **Pockl** asked if they've experienced people parking outside of the parking lot when busy. The applicant responded that it has happened but it's really rare and the few added seats that the patio will provide, wouldn't make a noticeable traffic impact. **Commissioner Brookins** asked if there was another zoning type that would be a better fit. **Zimmerman** stated Commercial was the best for a bar restaurant, mixed-use is possible but it opens the door to even more possible future uses.

Chair Blum stated that after reviewing the items and regulations, he's in favor of recommending denial as the location is in a clearly defined residential area. **Commissioner Segelbaum** stated that while he's sensitive to the applicant as a business owner, the area is clearly residential and not an appropriate location for a commercial/retail district. **Commissioner Johnson** sited staff's presentation and stated that he feels rezoning this location is inconsistent with the surrounding area. **Commissioner Baker** echoed these comments. **Pockl** stated that this will be spot zoning and doing so is not reasonably

related to public health, safety, morals, and welfare, therefore she is in support of recommending denial.

MOTION made by **Commissioner Segelbaum** to recommend denial to both items:

1. Amendment to Future Land Use Map - To modify the guided land use from Low Density Residential to Retail/Service
2. Amendment to Zoning Map - To modify the zoning designation from Single-Family Residential (R-1) to Commercial

Commissioner Baker made a second on the motion

Staff called a roll call vote for each motion and the both passed unanimously.

6. Narrow Lots – Discussion

Jason Zimmerman, Planning Manager, reviewed the narrow lot discussion thus far and informed the Commissioners on the City's strategic plan moving forward. Considering the possibility of the formal public hearing being via Webex, the Communications team will be creating online resources for residents to gather information, pose questions to staff, and make public comment. This added resource will help alleviate public comment congestion on the call in line when the meeting takes place. **Zimmerman** started his presentation by giving a review of past meetings, recommendations, and the nine proposed changes made at the March 9th meeting.

"Menu" of Proposed Changes

1. Minimum side yard setback of 5 feet
2. Allow one-car garages for lots 50 feet in width or less; limit garage width to 65% of façade
3. Set vertical:horizontal slope of "tent" portion of building envelope to 2:1
4. Lower wall height at side setback line to 13 feet
5. Allow second story dormers to extend outside building envelope
6. Prohibit side wall articulation from extending into side yard setback; no principal structures within 5 feet of property line
7. Reduce secondary front yard setback to 15 feet for lots 65 feet in width or less; maintain 22 feet of building envelope width
8. Reduce lot coverage allowance to 30% for lots under 6,000 square feet
9. Impervious Surfaces – No Changes

Commissioners and staff had a discussion on each item listed. After each item held its conversation, the Chair confirmed consensus on each one until the list concluded. **Zimmerman** reiterated that a webpage with this information will soon be up for public review and comment.

Televised portion of the meeting concluded at 9:32 pm

Planning Commission

May 11, 2020 – 7 pm

REGULAR MEETING MINUTES

This meeting was held via Webex in accordance with the local emergency declaration made by the City under Minn. Stat. § 12.37. In accordance with that declaration, beginning on March 16, 2020, all Planning Commission meetings held during the emergency were conducted electronically. The City used Webex to conduct this meeting and members of the public were able to monitor the meetings by watching it on Comcast cable channel 16, by streaming it on CCXmedia.org, or by dialing in to the public call-in line. The public was able to participate in this meeting during public comment sections, by dialing the public call-in line.

1. Call to Order

The meeting was called to order at 7:05 by **Chair Blum**.

Roll Call

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

Commissioners absent: Ari Prohofsky

Staff present: Jason Zimmerman – Planning Manager

Council Liaison present: Gillian Rosenquist

2. Approval of Agenda

Chair Blum, asked for a motion to approve the agenda.

MOTION made by **Commissioner Brookins**, seconded by **Commissioner Segelbaum** to approve the agenda of May 11, 2020, as submitted. Staff called a roll call vote and the motion carried unanimously.

3. Approval of Minutes

Chair Blum made a correction to the minutes from the April 27, 2020 meeting and assuming those corrections were made, asked for a motion to approve the minutes from April 27, 2020.

MOTION made by **Commissioner Brookins**, seconded by **Commissioner Johnson** to approve the meeting minutes, after the correction was made, from April 27, 2020. Staff called a roll call vote and the motion carried unanimously.

4. Informal Public Hearing – Amendment to Future Land Use Map

Applicant: Paul Jacob

Address: 7345 Country Club Drive

Purpose: To modify the guided land use from Low Density Residential to Retail/Service

[ITEM 4 & 5 ARE PRESENTED TOGETHER]



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5. Informal Public Hearing – Amendment to Zoning Map

Applicant: Paul Jacob
Address: 7345 Country Club Drive
Purpose: To modify the zoning designation from Single-Family Residential (R-1) to Commercial

Jason Zimmerman, Planning Manager, started by explaining the proposal by the applicant to amend the Future Land Use Map which would be a modification of the 2040 Comprehensive Plan. This amendment changes the land-use designation from Low Density Residential to Retail/Service. The applicant's second proposal was to amend the Zoning Map in order to rezone Schuller's. This amendment would change the zoning from Single-Family Residential to Commercial. The elements of the proposal have an end goal of creating an outdoor patio for customers. Adding the patio qualifies as an expansion and in order to do so, zoning and land use designations must be changed as the current non-conforming statute allows use to continue but not expansion.

By way of background, **Zimmerman** explained Schuller's is a bar/restaurant, operating at its current location for decades and is considered non-conforming. The guided land use has been designated as a Single-Family or Low Density Residential since at least 1977. A zoning map from the first part of 1956 shows the property zoned as commercial, but later that year it was rezoned to a Single-Family Residential (R-1).

Zimmerman reminded the Commissioners that Schuller's made a similar request in 2012, the Planning Commission recommended denial and City Council tabled the item and did not vote. In 2013 the City Council discussed the change and did not support it. In 2014 the Council supported moving forward but there was not an application submitted.

Moving on to the steps in the process, **Zimmerman** stated that if the land use change was approved by the City, it must follow these next steps:

1. Be approved by the Metropolitan Council as a Comprehensive Plan amendment.
2. Once Met. Council grants approval, the zoning change may occur.
3. Then a CUP is needed which may then set additional regulations on setbacks, hours, noise, etc
4. Variances would be needed for existing setbacks as well as for the new patio.

Zimmerman informed the group on the neighbor notification process for this proposal and typically that includes a neighborhood meeting. Current Covid-19 restrictions discouraged this and a neighborhood mailing was sent instead with an extended comment period. Planning staff received three emails and two phone calls.

Zimmerman expanded on the zoning and land use definitions as well as the idea of "spot-zoning". Regarding Land Use changes, there aren't specific standards outlined in the City Code but the City

Attorney urges the Planning Commission to consider land-use descriptions that are contained in the comprehensive plan. When looking at the zoning changes, the City Attorney urges the Commissioners to consider the purpose of the Zoning Chapter *to regulate land use ... for the purpose of promoting the health, safety, order, convenience, and general welfare of all citizens of the City.*

Staff has two primary concerns regarding this proposal:

1. The construction of an outdoor patio in a primarily single-family neighborhood increases the likelihood of complaints related to noise, lights, traffic, etc.
2. Potential changes would not be limited to Schuller's, but would include any other future Permitted or Conditional Use in the Commercial Zoning District

Aside from that, changing the land use does not appear to be consistent with the following Comp. Plan goals and objectives:

- Minimizing Conflicts and Impacts of Change (Land Use Chapter, Goal 2)
- Protecting Existing Residential Neighborhoods (Objective 1)
- Supporting Non-residential Growth Opportunities while Respecting Adjacent Properties (Objective 2)

Being that the request to change the land use designation of the property from Low Density Residential to Retail/Service would be inconsistent with the goals and objectives of the 2040 Comprehensive Plan, staff **recommends denial.**

Being that the request to rezone the property from Single-Family Residential (R-1) to Commercial would likely introduce significant impacts to surrounding properties, staff **recommends denial.**

Commissioner Baker asked staff how often Land Use and Zoning Changes were approved and what the conditions were. **Zimmerman** responded that there have been about six or so approved and it was generally to accommodate a use for the area that wasn't considered before. Those that were denied, were generally because an applicant wanted to create something new and change a use all together. Commissioner Johnson asked what the maximum height is for a structure in the rezoning proposal. **Zimmerman** responded that it's about 2-3 stories, not much taller than the single-family zoning allows.

Paul Jacob, Applicant, is the son of the previous owner of 30 years. **Jacob** stated that Schuller's loses about 30% of their business in the summer and it seems to be due to lack of outside patio seating. Recently renovations have taken place to help upgrade the building and the owners would like to continue business at the current location. **Jacob** said they're willing to make accommodations to reduce noise in order to obtain a patio. Given the current social distancing requirements, the owners feel that once customers are allowed to go to restaurants again, folks will feel the most comfortable with outdoor seating. Being that they can't offer that at all, the owners are concerned for the future of Schuller's.

Commissioner Segelbaum asked the applicants if they had comments regarding staff concern over rezoning and opening the door for another restaurant to open in the future. The applicants responded

that their goal was not to rezone but it was part of the process they needed to follow in order to expand and build a patio. They also restated their desire to keep Schuller's.

Chair Blum opened the informal public hearing at 7:32pm.

Caller 1: Peter Pluvak, 510 Kelley Drive

Would like the Commission to recommend denial of the proposal and is concerned about the increased traffic to the restaurant and the danger that will lead to residents.

Caller 2: John Ebber 7421 Glenwood Ave

Stated that the neighborhood is low density residential and is in the 2040 Comprehensive Plan as such. Caller is concerned this is spot zoning and is inconsistent with the land use and zoning maps. Economic considerations are enough to constitute a rezoning, as he said was stated by the BZA. Resident encouraged the Commission to recommend denial to the City Council.

Caller 3: Ben Harkins 7028 Schuller Circle

Caller doesn't feel the plan serves the neighborhood and appears to have negative impact. He also stated that he doesn't understand how a blocked off or sheltered patio will be desirable to patrons. Caller is also concerned with the increased traffic, noise and is very concerned about the business being sold and another, larger establishment takes root.

Chair Blum closed the public hearing at 7:42pm.

Chair Blum asked staff about the applicants offer to create conditions tied to their patio proposal. **Zimmerman** responded that conditions can't be tied to a land use or a rezoning request but rather to a CUP once the former is approved.

Commissioner Pockl asked the applicants if there have been changes since the 2012 denial that promotes the request a second time. The applicant responded that it's part of their improvement process. By doing other work and investing in to the building, they were hoping to show the City that they're committed to staying in the building and to keep Schuller's running. **Pockl** asked if there were more upgrades planned. Applicant responded that they already made a few upgrades: new ceiling, new booths, new windows, made the entrance handicap accessible. **Pockl** asked if they've experienced people parking outside of the parking lot when busy. The applicant responded that it has happened but it's really rare and the few added seats that the patio will provide, wouldn't make a noticeable traffic impact. **Commissioner Brookins** asked if there was another zoning type that would be a better fit. **Zimmerman** stated Commercial was the best for a bar restaurant, mixed-use is possible but it opens the door to even more possible future uses.

Chair Blum stated that after reviewing the items and regulations, he's in favor of recommending denial as the location is in a clearly defined residential area. **Commissioner Segelbaum** stated that while he's sensitive to the applicant as a business owner, the area is clearly residential and not an appropriate location for a commercial/retail district. **Commissioner Johnson** sited staff's presentation and stated that he feels rezoning this location is inconsistent with the surrounding area. **Commissioner Baker** echoed these comments. **Pockl** stated that this will be spot zoning and doing so is not reasonably

related to public health, safety, morals, and welfare, therefore she is in support of recommending denial.

MOTION made by **Commissioner Segelbaum** to recommend denial to both items:

1. Amendment to Future Land Use Map - To modify the guided land use from Low Density Residential to Retail/Service
2. Amendment to Zoning Map - To modify the zoning designation from Single-Family Residential (R-1) to Commercial

Commissioner Baker made a second on the motion

Staff called a roll call vote for each motion and the both passed unanimously.

6. Narrow Lots – Discussion

Jason Zimmerman, Planning Manager, reviewed the narrow lot discussion thus far and informed the Commissioners on the City's strategic plan moving forward. Considering the possibility of the formal public hearing being via Webex, the Communications team will be creating online resources for residents to gather information, pose questions to staff, and make public comment. This added resource will help alleviate public comment congestion on the call in line when the meeting takes place. **Zimmerman** started his presentation by giving a review of past meetings, recommendations, and the nine proposed changes made at the March 9th meeting.

"Menu" of Proposed Changes

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7. Reduce secondary front yard setback to 15 feet for lots 65 feet in width or less; maintain 22 feet of building envelope width
8. Reduce lot coverage allowance to 30% for lots under 6,000 square feet
9. Impervious Surfaces – No Changes

Commissioners and staff had a discussion on each item listed. After each item held its conversation, the Chair confirmed consensus on each one until the list concluded. **Zimmerman** reiterated that a webpage with this information will soon be up for public review and comment.

Televised portion of the meeting concluded at 9:32 pm

7. Council Liaison Report

Council Member Rosenquist updated the Commission on the bonding bill at the Legislature, which include money for the DeCola Ponds E & F project as well as the Douglas Drive and Hwy 55 intersection improvement. She shared the emergency allocations that were approved by the Human Services Commission and indicated that many non-profits received funds. **Rosenquist** reported that the Rhode Island Ave subdivision was approved by the Council and that the Council also ratified a number of Emergency Actions that the City had been taking in response to the COVID-19 pandemic.

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

Planning Manager Zimmerman stated that a May Board of Zoning Appeals meeting would be held. He said he would investigate which Planning Commissioner was scheduled to attend the meeting.

9. Other Business

Planning Manager Zimmerman open nominations for Chair, Vice Chair, and Secretary for 2020. **Commissioner Johnson** nominated Chair Blum for a second term. **Commissioner Baker** seconded and the motion was approved unanimously. **Commissioner Segelbaum** nominated Commissioner Brookins for Vice Chair. **Commissioner Brookins** declined the nomination. **Segelbaum** nominated Commission Pockl for Vice Chair. **Chair Blum** seconded and the motion was approved unanimously. **Brookins** nominated himself for a second term as Secretary. **Baker** seconded and the motion was approved unanimously.

10. Adjournment

MOTION made by **Commissioner Segelbaum**, seconded by **Commissioner Sadeghi** and the motion carried unanimously to adjourn the meeting at 9:55 PM.



Amie Kolesar, Planning Assistant



Adam Brookins, Secretary

Planning Commission

May 27, 2020 – 7 pm

REGULAR MEETING MINUTES

This meeting was held via Webex in accordance with the local emergency declaration made by the City under Minn. Stat. § 12.37. In accordance with that declaration, beginning on March 16, 2020, all Planning Commission meetings held during the emergency were conducted electronically. The City used Webex to conduct this meeting and members of the public were able to monitor the meetings by watching it on Comcast cable channel 16, by streaming it on CCXmedia.org, or by dialing in to the public call-in line. The public was able to participate in this meeting during public comment sections, by dialing the public call-in line.

1. Call to Order

The meeting was called to order at 7:00 by **Chair Blum**.

Roll Call

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

Commissioners absent: None

Staff present: Jason Zimmerman – Planning Manager, Myles Campbell – Planner

Council Liaison present: Gillian Rosenquist

2. Approval of Agenda

Chair Blum, asked for a motion to approve the agenda.

MOTION made by **Commissioner Johnson**, seconded by **Commissioner Brookins** to approve the agenda of May 27, 2020, as submitted. Staff called a roll call vote and the motion carried unanimously.

3. Approval of Minutes

Chair Blum asked for a motion to approve the minutes from May 11, 2020.

MOTION made by **Commissioner Baker**, seconded by **Commissioner Johnson** to approve the May 11, 2020 meeting minutes. Staff called a roll call vote and the motion carried unanimously.

4. Informal Public Hearing – Zoning Code Text Amendment

Applicant: City of Golden Valley

Purpose: Amending zoning districts to regulate tobacco sales

Myles Campbell, Planner, started his presentation by reminding the group that the Planning Commission was directed by the City Council to consider new zoning regulations on the sale of tobacco products. Amendments to the handling of tobacco sales was first raised through a work item in the City Council's 2019 goal setting process. The conversation with Planning Commission began at



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their January 13, 2020 meeting. A few more meetings continued this conversation and the main points in the discussion are as follows:

- Commissioners preferred to limit tobacco retailers to the City’s Commercial Zoning District.
- Commissioners had a preference to handle tobacco retailers as a restricted use rather than a conditional use, making its enforcement an administrative rather than Council action.
- Commissioners agreed with proximity restrictions between tobacco retailers and uses such as schools that had large youth populations, but did not see a need to make a similar restriction between different tobacco retailers.
- Commissioners wanted the ordinance to be cognizant of existing retailers and to limit the economic impacts on those retailers as much as possible while still having meaningful impact in reducing youth exposure and access to tobacco products.

The topic of proximity restrictions continued through a few meetings. This discussion covered primarily two elements of the restriction:

- What was the correct distance to set as a buffer in between the tobacco retailer and another use?
- How should those other uses be defined and referenced in the amended zoning language?
 - Use existing zoning districts to restrict proximity
 - Define a new category of “Youth-Oriented Facilities”

Based on the continued discussion, staff believes the best option for restricting the location of tobacco retailers is to create a definition for facilities that have a large amount of youth activity.

- The defined specific use has a clearer connection to the purpose of the zoning change and the action is more clearly justified.
- Impacts on commercial land are limited by excluding uses that may be zoned similarly but have less youth activity
- Selected land uses will be just as easy to track as using existing zoning designations.

At the previous Planning Commission meeting, staff proposed draft ordinance language changes that redefined a Youth-Oriented Facility and added language to the Commercial Zoning District. Staff presented a map, illustrating the distance tobacco retailers will need to be from these defined facilities. Commissioners had concerns about the lack of restrictions around Theo Wirth Park as well as the effect on current business owners and their potential resale value.

Staff addressed these concerns and is suggesting the definition of a Youth-Oriented Facility be amended to read: A school, park, athletic field, or playground. The original definition included the majority of parks within the City and this amendment adds three new parks that previously didn’t carry this restriction – Theo Wirth, Paisley Park, and Sochacki Park. Staff responded to concerns about mitigating the impact on businesses by analyzing the restricted distance. Their original

recommendation was a 750 foot buffer but reduced that to 500 feet to leave about a city block distance of separation between uses and thus have less of an impact on existing license holders.

A summary of actions are as follows:

- Tobacco retailers become restricted use, only allowed in the City's Commercial Zoning District.
- Youth-Oriented Facilities are added to the zoning code's definitions and include schools, parks, playgrounds, and athletic fields.
- A 500-foot proximity restriction between tobacco retailers and youth-oriented facilities will be required for new licensees.
- In multi-use properties, proximity will be measured from the portion of the property occupied by the retailer.

Staff recommends amending Sections 113-1 and 113-92 of the City Code in order to restrict the sale of tobacco in the city.

Commissioners entered into a discussion regarding this item.

Definition of "park" was discussed as was the cap on tobacco retail stores.

Chair Blum opened the Public Hearing at 7:41pm.

No public comments came in at the time of opening the hearing but the Chair suggested leaving the line open in case a delayed call came in.

The conversation continued and supported the 500 foot buffer as many members felt the 750 buffer was too restrictive.

Commissioner Baker made a MOTION to approve the recommendations of staff, there was a second by **Commissioner Sadeghi**. Staff called a roll call vote:

Ayes: Baker, Blum, Brookins, Pockl, Sadeghi, Segelbaum

Nays: Johnson

Motion carries 6:1

Chair Blum closed the Public Hearing at 7:53pm.

Televised portion of the meeting concluded at 7:55 pm

5. Council Liaison Report

Council Member Rosenquist updated the Commission on the Special City Council meeting that was being held to approve the process for allowing Temporary Outdoor Service Areas in the city. She noted that some Housing and Redevelopment Authority initiatives were on hold due to COVID-19.

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

Planning Manager Zimmerman updated the Commission on the results of the Board of Zoning Appeals meeting from the previous evening. He reported that information about proposed narrow lot regulations was posted on the City's web site and that some public comments were being received via email in advance in order to help manage the virtual public hearing on June 8.

7. Other Business

Planner Campbell reported that after the recommendations on narrow lot were sent to the City Council, the next item on the agenda for the Commission would be re-zonings associated with the Comprehensive Plan and other zoning updates that need to be addressed.

8. Adjournment

MOTION made by **Commissioner Segelbaum**, seconded by **Commissioner Sadeghi** and the motion carried unanimously to adjourn the meeting at 9:55 PM.



Amie Kolesar, Planning Assistant



Adam Brookins, Secretary

Open Space & Recreation Commission

April 27, 2020 – 6:30 pm
Virtual WebEx

REGULAR MEETING MINUTES

1. Call to Order

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

2. Roll Call

Commissioners present: Roger Bergman, John Cornelius, Bill Delaney, Max Hyberger, Kelly Kuebelbeck, Bob Mattison, Matthew Sanders, Dawn Speltz, and Della Daml.

Commissioners absent: None.

Staff present: Rick Birno, Director of Parks and Recreation, John Stutzman, Recreation Supervisor; Recreation Coordinator; Kimberly Sanberg, City Council; and Sheila Van Sloun, Administrative Assistant.

3. Agenda Changes or Additions

None.

4. Approval of January 27, 2020 Minutes

MOTION moved by Speltz and seconded by Kuebelbeck to approve the January 27, 2020 meeting minutes. Motion carried unanimously.

5. Swearing In and Introduce New Commission Member Linden Weiswerda

Birno introduced Weiswerda to the Commission. Weiswerda said he's been a Golden Valley resident for a year and a half. He has two children and works for the Minneapolis Park Board. Commissioners then introduced themselves and welcomed Weiswerda.

6. COVID-19 Parks & Recreation Services Update

Birno shared the current policy in place for COVID-19, which includes the closure of all rental and recreation facilities, along with the cancellation of all recreation programs until further notice. He said refunds have and will continue to be issued as the policy changes.

Birno said Brookview Golf Course opened Saturday, April 25 after Governor Tim Walz recently issued an executive order that expands outdoor recreation opportunities. The course is open with limited operations and temporary restrictions to help limit the spread of COVID-19. The Regulation Course, Par 3 Course, Driving Range, Practice Greens, and Brookview restrooms are open. The Golf Shop,



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Lawn Bowling Green, and Three One Six Bar + Grill will remain closed until further notice. Tee times may be booked online or by phone with credit card. No cash will be accepted.

Birno shared the addition of a Park Patrol, which will consist of staff patrolling parks and open spaces to remind patrons of safe social distancing practices.

Birno said tennis court nets and basketball hoops are up.

Mattison asked about the status of Youth Athletic Association sports. Birno said they are hoping to get the seasons in, but may need to be shortened based on policy changes in the future.

7. New HomeRECEd Program – Next Steps

Stutzman shared details on HomeRECEd, a free daily program offered through Golden Valley Parks and Recreation in the comfort of your own home. The online program offers simple and fun activities for everyone, including: scavenger hunts, basic yoga poses, and arts and crafts. He said the program was spurred by the COVID-19 closures and offered to help individuals stay active and engaged mentally and physically. He said in the last 35 days, over 3,200 people engaged in the program.

Weiswerda shared that he participated with his children and looks forward to more.

Birno encouraged the Commissioners to share any creative ideas they have for the program.

Stutzman announced that some of his youth activity contractors are now offering their classes virtually, instead of cancelling all together.

Stutzman announced that organizers are working with sponsors to develop a virtual event that can be viewed online for this year's Bike Rodeo and Vehicle Fair. He encouraged the Commissioners to check out the details on the city website.

Mattison thanked John and all the Park and Recreation staff for all their efforts during this difficult time.

Mattison asked about the status of this year's Step To It Challenge. Stutzman said the program will still take place as normal. He said it helps that it's already a virtual event.

8. 2020 Resolution to Approve Recognized Golden Valley Youth Athletic Associations

Birno shared the list of Youth Athletic Associations with the Commissioners. He said these organizations offer programs the Park and Recreation Department is not able to offer. He also said these organizations do a great job in the community and get a considerable amount of youth participation in their programs.

Birno shared that he was recently contacted by Hopkins Girls Basketball to be considered as a recognized Golden Valley Youth Athletic Association and begin having their contact information shared in the Golden Valley seasonal activities catalogs.

MOTION moved by Bergman and seconded by Sanders to approve the current list of Recognized Golden Valley Youth Athletic Associations, and add Hopkins Girls Basketball to that list, which includes: Golden Valley Little League Baseball, Golden Valley Girls Slowpitch Softball, Armstrong Cooper Youth Lacrosse, Armstrong Cooper Youth Hockey, Cooper/Armstrong Girls Fastpitch Softball, Armstrong Cooper Youth Baseball Association, and Park Valley United FC Soccer Club. Motion carried unanimously.

Birno said he would invite a representative from Hopkins Girls Basketball to a future meeting for introductions.

9. DeCola Ponds E & F – Isaacson Park Industrial Area and Wildwood Park – SEA School

Birno shared information on the underground DeCola Ponds Flood Mitigation Plan near Medicine Lake Road and Winnetka Avenue. He said the next phase includes exploring for flood storage in the SEA School-Wildwood Park Area.

Kuebelbeck expressed concern on any impact the project would have on the SEA School or Wildwood Park and would like to see those areas be preserved if possible.

Speltz suggested having the project take place and blend with ballfield improvements in the area.

10. Commission and Staff Update

• Staff and Commission Updates

- Speltz shared that the Rice Lake dock detached and flooded away from shore. She said a resident retrieved it and brought it back. She inquired on when it would be fixed. Birno said he would touch base with Public Works and report back to the OSRC.
- Speltz shared that the trail drainage in Sochacki Park near Bonnie Lane is much better this spring.
- Mattison asked about winter trail use at Brookview this past winter. Birno said the trail was extremely active this year with a ton more use than previous years. He said they added solar trail lights and pub curling on the lawn bowling greens, which have been very busy. They plan to offer it again next year.

• OSRC 2019 Annual Report and 2020 Work Plan

Mattison said he recently presented the 2019 Annual Report and 2020 Work Plan to City Council sharing four to five key items for each year. He said the presentation was well received by the Council. One key item mentioned was park dedication fees. After brief discussion, Weiswerda suggested having park dedication fees linked to number of residents or jobs added by new construction, rather than by platting.

- **Appoint Chair and Vice-Chair for 2020/2021 at May Meeting**
Birno asked the Commissioners to share their interest to him and a vote will take place at the May meeting.
- **Lawn Bowling Green Artificial Turf Installation**
Birno said the project will be finalized today. He mentioned that the artificial turf looks great. Speltz shared suggestions for advertising the new turf.
- **Luce Line Trail**
Birno said the trail has been cleared of man-made snow, is open, and not flooded.
- **Run the Valley – June Virtual Run**
Birno said Run The Valley will be offered as a virtual race this year. It will begin June 5. Councilmember Sanberg added that participants will have a date range in which to complete the race on their own. Birno said he would have staff liaison Brian Erickson, send them details on the event.
- **Wesley Park LED Light Replacement**
Birno said the project is postponed until further notice.
- **Isaacson Park Scoreboard Additions on Fields #2 and #3**
Birno said the project was completed before the COVID-19 closures. They are up and ready for use.
- **Annual Board and Commission Dinner – Canceled**
Birno said the annual recognition event has been cancelled this year.
- **Next OSRC Meeting Date on Memorial Day – May 18 instead?**
Due to the Memorial Day holiday, Commissioners agreed to move the May meeting to May 18, 2020.
- **Councilmember Sanberg Updates**
 - Sanberg shared the new attendance policy for Commissions. She said all members would be receiving the new policy soon.
 - Sanberg said COVID-19 updates will be posted on social media outlets. She said the City Council’s goal is to keep all staff and residents safe.
 - Sanberg said to maintain fiscal responsibility, the City Council has delayed a number of city projects until they know the full fiscal impact of COVID-19. Kuebelbeck shared her concern regarding pot holes on city streets. Sanberg said those repairs are still moving forward and she should call the City offices to get details regarding the project.

11. Adjournment

MOTION moved by Bergman and seconded by Speltz to adjourn at 8:05 pm. Motion carried unanimously.

Sheila Van Sloun

Sheila Van Sloun, Administrative Assistant



Bob Mattison, Chair



Bassett Creek Watershed Management Commission

Minutes of Regular Meeting Thursday, April 16, 2020 8:30 a.m. Via Online Meeting

Due to the COVID19 pandemic and in accordance with Minnesota Statutes Section 13D.021, on March 16, 2020, Chair Prom declared that until further notice all meetings of the Bassett Creek Watershed Management Commission will be conducted by phone or by electronic means as it is not prudent to hold in person meetings.

1. CALL TO ORDER and ROLL CALL

On Thursday, April 16, 2020 at 8:35 a.m. via Cisco WebEx, Chair Prom called the meeting of the Bassett Creek Watershed Management Commission (BCWMC) to order.

Commissioners and city staff present:

City	Commissioner	Alternate Commissioner	Technical Advisory Committee Members (City Staff)
Crystal	Dave Anderson	<i>Vacant Position</i>	Mark Ray
Golden Valley	Stacy Harwell (Treasurer)	Jane McDonald Black	Eric Eckman
Medicine Lake	<i>Absent</i>	Gary Holter	<i>Absent</i>
Minneapolis	Michael Welch (Vice Chair)	<i>Vacant Position</i>	<i>Absent</i>
Mnettonka	Mike Fruen	<i>Vacant Position</i>	Leslie Yetka, Chris Long
New Hope	<i>Absent</i>	<i>Absent</i>	Megan Hedstrom
Plymouth	Jim Prom	Catherine Cesnik	Ben Scharenbroich
Robbinsdale	<i>Vacant Position</i>	Wayne Sicora	Marta Roser, Richard McCoy
St. Louis Park	Jim de Lambert	<i>Absent</i>	<i>Absent</i>
Administrator	Laura Jester, Keystone Waters		
Engineer	Karen Chandler and Josh Phillips, Barr Engineering		
Recorder	Dawn Pape, Lawn Chair Gardener		
Legal Counsel	Dave Anderson, Kennedy & Graven		
Presenters/ Guests/Public	McKenzie Erickson, resident; Jon Duesman - MPRB Brady DeVoe and Logan Schmidt - Dominion Development and Acquisition, LLC Val Anderson, Adam Austen and Sam Trebesch - Loucks		

2. PUBLIC FORUM ON NON-AGENDA ITEMS

None.

3. APPROVAL OF AGENDA

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

4. CONSENT AGENDA

Commissioner Welch requested to remove “approval of updated data practices policy” from consent agenda.

The following items were approved as part of the consent agenda: March 19, 2020 commission meeting minutes, April financial report, payment of invoices, reimbursement request from St. Louis Park for Westwood Lake Improvement Project (WST-2), agreement with Three Rivers Park District for Medicine Lake Activities, grant agreement for Bryn Mawr Water Quality Improvement Project Clean Water Funds, grant agreement for Lawns to Legumes Neighborhood Demonstration Project in the Harrison Neighborhood, sub-grant agreement with Metro Blooms for Lawns to Legumes Grant Project, Education Committee Recommendations for 2020 Work Plan and Budget, contract with Lawn Chair Gardener for 2020 Educational Services, approval to execute contract for Curly-leaf Pondweed Control on Medicine Lake.

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

Checking Account Balance	864,111.23
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TOTAL GENERAL FUND BALANCE	864,111.23
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TOTAL CASH & INVESTMENTS ON-HAND (4/8/20)	2,884,674.50
<hr/>	
CIP Projects Levied – Budget Remaining	(4,974,126.93)
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Closed Projects Remaining Balance	(578,500.14)
<hr/>	
2012-2017 Anticipated Tax Levy Revenue	8,425.14
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2018 Anticipated Tax Levy Revenue	11,050.60
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Anticipated Closed Project Balance	(559,024.40)
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MOTION: Commissioner Welch moved to approve the consent agenda as amended. Alternate Commissioner Holter seconded the motion. Upon a vote, the motion carried 7-0, with the Cities of New Hope and Robbinsdale absent from the vote.

5. ORGANIZATIONAL MEETING

A. Consider Approval of Dominion Redevelopment Project and 90% Plans for BCWMC CIP Water Quality Project at Four Seasons Mall

Administrator Jester explained that at the December 2019 meeting, Commissioners received a presentation on the proposed redevelopment at the old Four Seasons Mall site in Plymouth. The project plans for pollutant removals “above and beyond” those required by the Commission are now 90% complete and were reviewed by the Commission Engineers. The Commission Engineers recommend conditional approval of the redevelopment project, and conditional approval of the 90% plans for the CIP water quality project as expressed in the engineers’ memo.

[Robbinsdale Alternate Commissioner Sicora joins the meeting]

Logan Schmidt with Dominion and Sam Trebesch with Loucks (Dominion’s consulting engineering firm) presented a plan for the site including mixed-use housing, retail, and a park and ride. The site is currently a large strip mall and parking lot with the North Branch Bassett Creek running along the north and east edge of the site and a large wetland to the south. The proposed redevelopment plan will include four best management practices (BMPs) to improve water quality leaving the site via the North Branch Bassett Creek and entering Northwood Lake east of Highway 169. The BMPs to be built for “above and beyond” pollutant removals include a pond in the northwest corner of the development site, and a large pond and enhanced wetland at the southern edge of the site.

Commissioner Harwell asked about how the “treatment train” (the three ponds) worked together. Dominion answered that clean water won’t prevent dirty water upstream from being treated, it will give it a second chance to be treated. Commission Engineer Chandler said that treatment scenario was accounted for in the P-8 modeling.

Commission Engineer Chandler reported that this development would remove two acres of impervious surfaces meaning there will be less total phosphorus leaving the site. She also reported that there is no floodplain filling, but rather, additional storage will be incorporated into the site. She also noted that rate control and erosion control requirements are being met. Engineer Chandler walked the commission through the significant phosphorus reductions including approximately 101.4 pounds above and beyond required removals. She also reviewed the proposed wetland improvements including grading, creating a meandering flow path, and islands. Commission Engineer Chandler indicated she is confident that at least 100 pounds of total phosphorus would be removed, even though different levels of phosphorus removal were calculated by Loucks vs. the Commission Engineer.

Commission Engineer Chandler summed up her review comments as presented in the review memo. Alternate Commissioner McDonald-Black asked if the “dollars per pound of phosphorus removal” was calculated. The Commission Engineers said they did not calculate that but after a quick calculation, it is estimated to be around \$500/pound of phosphorus.

There was discussion about the use of flexible treatment options, how the southern wetland would be altered to improve water quality treatment, and the underground parking component. Commission Engineer Chandler noted the wetland improvements provide significant pollutant removals calculated at 80 pounds total phosphorus.

Commission Attorney Dave Anderson confirmed that the agreement with Dominion specifies the requirement to achieve at least 100 pounds of total phosphorus removal above the required pollutant removal amounts. He noted the agreement includes itemized documentation and a hold back percentage that is tied directly to full completion of the CIP project.

Commission Engineer Chandler noted that if the comments in the review memo are addressed, she would expect the project to result in at least 100 pounds total phosphorus removal. However, if there are significant changes proposed by Dominion, the project would come back to the Commission.

MOTION: Commissioner Welch moved to authorize the Commission Engineer, in consultation with the Administrator, to provide administrative approval of the Dominion redevelopment project, including the CIP

components, once project plans are finalized. Commissioner Fruen seconded the motion. Upon a vote, the motion carried 8-0, with the City of New Hope absent from the vote.

B. Consider Approval of Agreement with Dominion Regarding Capital Improvement Program Funds

Administrator Jester reported that an agreement with Dominion is needed for the design, construction and maintenance of the CIP components of the redevelopment project. She noted the final agreement language was emailed to commissioners last night with changes tracked from the version sent with meeting materials. She noted the agreement was discussed and negotiated between BCWMC Legal Counsel and attorneys for Dominion, with input and review by herself and the Commission Engineers.

Commissioner Welch asked about the timing for approval of the agreement. Logan Schmidt from Dominion answered there is some flexibility. Commissioner Welch recommended that more time be given for commissioners to review the final agreement language and that this item be brought to the May meeting.

C. Consider Approval of Agreement with City of Plymouth Regarding Dominion Redevelopment Project

This item was held until the May meeting so it could be considered in conjunction with the agreement with Dominion.

D. Review Draft Policy for Use of CIP Funds for Equipment Purchase

Administrator Jester reminded commissioners that at the February meeting, commissioners discussed a TAC recommendation to add cost sharing of the purchase of a high-efficiency street sweeper to the 5-year CIP. Commissioners requested further information and development of a draft policy on using CIP funds to purchase equipment. Staff drafted a policy similar to a policy recently adopted by Shingle Creek and Elm Creek WMCs. Administrator Jester noted that approval of the policy can be considered independently of the street sweeper request from Plymouth in Item 5F below.

There was some discussion of the merit of the policy. Commissioner Welch stated that he didn't support the policy because it seems like a reactionary recommendation and not based on a Commission prioritization of CIP projects. Commissioners/Alternate Commissioners Harwell, Sicora, de Lambert, Holter and Anderson expressed support for the policy, noting that street sweeping and winter maintenance equipment upgrades are two of the few mechanisms for reducing chloride pollution, that it's good to have policies similar to adjacent organizations, that street sweeping is a well-known mechanism to reduce pollution flowing into impaired waters. Alternate Commissioner McDonald Black requested a cost-benefit analysis in order to help prioritize CIP funding.

[Commissioner Harwell departs.]

MOTION: Commissioner Fruen moved to approve the policy on the use of CIP funds for city equipment purchases. Alternate Commissioner Sicora seconded the motion.

Discussion: Chair Prom noted that this is a precedent setting decision; that this policy is in line with Commission purposes, and the street sweepers and other equipment upgrades are one very important way to reduce chlorides.

Upon a vote, the motion carried 6-2, with the Cities of Minneapolis and Golden Valley voting against the motion; and the City of New Hope absent from the vote.

E. Consider Approval of TAC Recommendations on 5-year Capital Improvement Program

i. Staff Memo on Street Sweeper Cost Share

Administrator Jester noted that given the policy just approved, the Commission should consider Plymouth's request to add cost sharing a high efficiency street sweeper to the 5-year CIP. She noted that staff reviewed available

literature on the pollution mitigating abilities of street sweeping which are presented in the memo with meeting materials. Additionally, Ben Scharenbroich (TAC member with Plymouth) informed the Commission that street sweeping is recognized by the Minnesota Pollution Control Agency as a viable best management practice. He shared a memo with additional information on the practice and expected pollutant removals in relation to costs. He also noted that in general, cities cannot sweep effectively until the ice and snow is out of the curb line but with this enhanced regenerative air sweeper, sweeping can start earlier. Mr. Scharenbroich continued to explain that in the Medicine Lake TMDL, street sweeping was listed as a practice to help meet the goals of the TMDL and that this sweeper could help address TMDLs for chloride in Parkers Lake, Plymouth Creek, and Bassett Creek. Finally, he shared that a City of Edina study found costs ranging between \$150-\$190/pound of phosphorus, which is very cost effective.

There was discussion about the various studies on effectiveness of street sweepers. Commission Engineer Chandler clarified that sweeping in the fall greatly reduces phosphorus and sweeping early in the spring reduces chloride. She mentioned that the added benefit of removing chloride even if the streets weren't completely clear is a great benefit. Mark Ray (TAC member with Crystal) noted that sweepers also reduce solids entering ponds and allow for less frequent pond dredging.

MOTION: Alternate Commissioner McDonald Black moved to approve adding to the CIP the cost sharing of a high efficiency street sweeper to the 2021 CIP list at a cost of \$75,000. Alternate Commissioner Sicora seconded the motion. Upon a vote, the motion carried 7-1, with the City of Minneapolis voting against the motion and the City of New Hope absent from the vote.

ii. TAC Recommended 5-year CIP and Project Fact Sheets

Administrator Jester reminded commissioners that the complete 5-year CIP needs to be set as it impacts the minor plan amendment and public hearing slated for the May meeting. She also noted approving the projects to be included on the 5-year CIP is a separate decision from setting the 2021 maximum levy which would happen after review of the feasibility studies for the 2021 projects at the May and June meetings.

Administrator Jester gave a brief overview of the Crane Lake Chloride Reduction Project and Leslie Yetka (TAC member with Minnetonka) explained that the previous Crane Lake Improvement Project wasn't successful at finding a viable strategy for chloride management, so they are looking at alternatives such as re-using the brine runoff from Ridgedale Mall. Chris Long (Minnetonka) stated he wanted to explore brining and expand the discussion with Met Council. He noted the mall site presents a great opportunity to address chlorides. Commissioner Welch noted support for the project.

Mr. Scharenbroich provided an overview of the proposed Plymouth Creek Restoration Project from Old Rockford Rd. to Vicksburg Lane, which would include a partnership with an adjacent school and would hopefully engage private residents along the creek.

MOTION: Commissioner Welch moved to approve the TAC's recommendations on the 5-year CIP. Alternate Commissioner Sicora seconded the motion. Upon a vote, the motion carried 8-0, with the City of New Hope absent from the vote.

F. Review Draft Feasibility Study for Main Stem Lagoon Dredging Project

Chair Prom tabled this item until the May meeting.

6. Communications

A. Administrator's Report

- i. Adjusted Hennepin County Max Tax Levy Timeline – no decision needed until June Commission meeting



EXECUTIVE SUMMARY

Physical Development

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

Golden Valley City Council Meeting

June 16, 2020

Agenda Item

3. E. 1. Award Welcome Avenue Sanitary Sewer Extension Project

Prepared By

Jeff Oliver, City Engineer

R.J. Kakach, Assistant City Engineer

Summary

In September of 2019, a deposit agreement was executed for three properties near the Welcome Avenue North intersection with Golden Valley Road to install public sanitary sewer along the north property line of 5540 Golden Valley Road. There are three properties that will benefit from this project: 5530 Golden Valley Road, 5540 Golden Valley Road, and 1530 Welcome Avenue North.

The new sanitary main is necessary to allow the above properties, specifically 5530 and 5540 Golden Valley Road, to become compliant with the City's Inflow and Infiltration (I&I) ordinance. This small sanitary sewer project was originally bid with the 2020 PMP project, however, when that project was delayed, staff separated the project and sought for quotes from several contractors. Four quotes were received and listed below:

Contractor	Total Bid
Schneider Excavating & Grading, Inc.	\$47,939.78
Dave Perkins Contracting, Inc.	\$57,380.00
Valley Rich Co., Inc.	\$66,024.00
Minger Construction	\$88,865.00

Staff negotiated with the low quote contractor, Schneider Excavating, to eliminate a few project items to more adequately fit the project budget and received an updated quote of \$37,962.75.

Financial Or Budget Considerations

The deposit agreement amount is \$50,000 for design, construction, and construction administration/staking. Once the deposit is drawn down to \$3,500, the City will contribute \$2,000 to this work for a total project budget of \$52,000. Approximately \$4,500 has been spent to date on design and survey and an estimated \$5,000 will be spent on construction administration and staking.

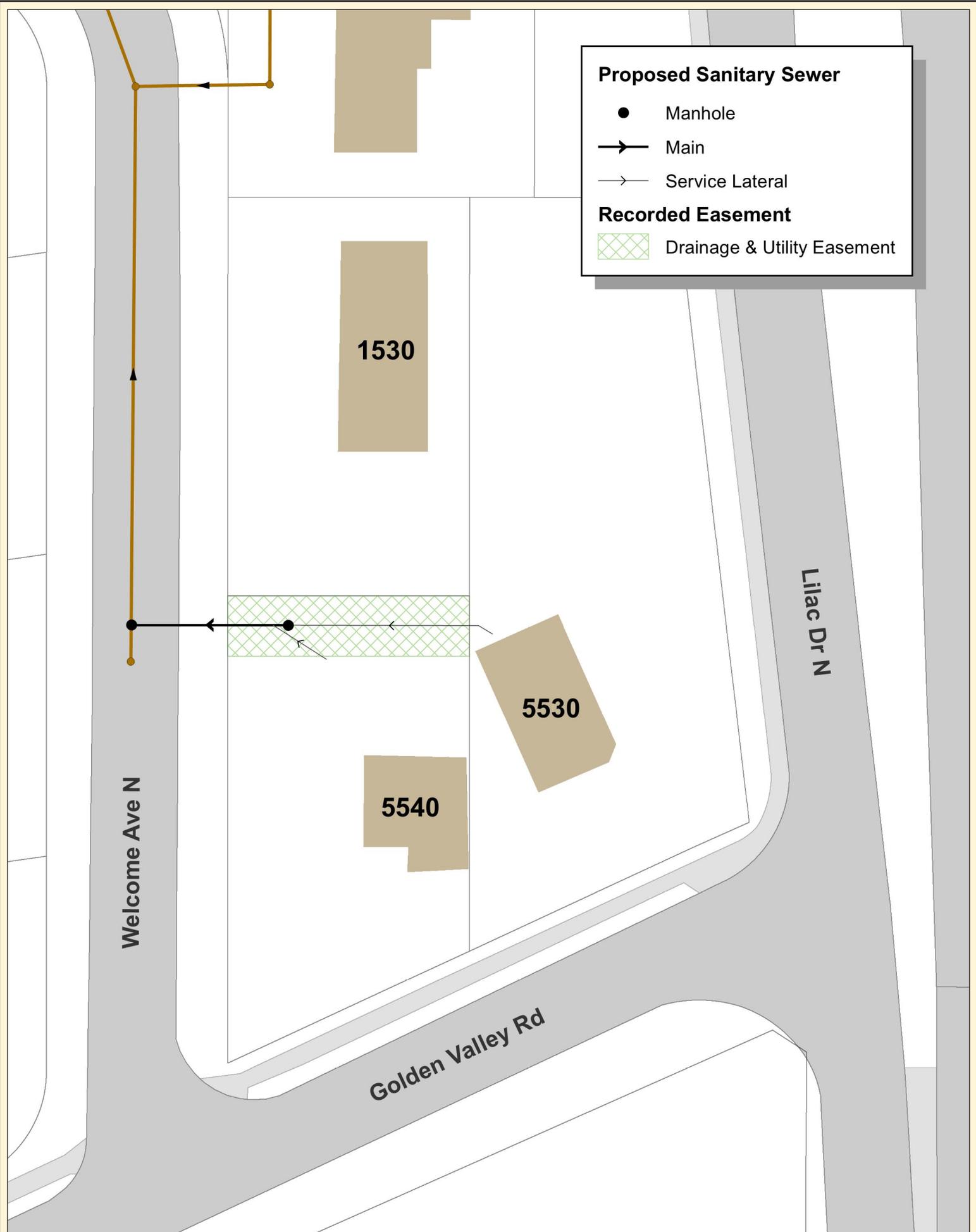
Estimated Construction Costs	\$37,962.75
Design and Survey	\$ 4,500.00
Estimated Construction Admin and Staking	\$ 5,000.00
TOTAL PROJECT COST	\$47,462.75

Recommended Action

Motion to authorize the Mayor and City Manager to execute an agreement for the Welcome Avenue Sanitary Sewer Extension Project with Schneider Excavating, incorporated in the form approved by the City Attorney for the construction of the Welcome Avenue Sanitary Sewer Extension Project in the amount of in the amount of \$37,962.75.

Supporting Documents

- Location Map (1 page)
- Contract with Schneider Excavating Incorporated (38 pages)



Proposed Sanitary Sewer

- Manhole
- Main
- Service Lateral

Recorded Easement

- ▨ Drainage & Utility Easement

Welcome Ave N

Golden Valley Rd

Lilac Dr N

1530

5530

5540



CONTRACT FOR LOCAL IMPROVEMENT

THIS AGREEMENT is made this 16th day of June, 2020 (the "Effective Date") by and between Schneider Excavating & Grading, Incorporated, a corporation located at 405 South Central Avenue, Young America, Minnesota 55368 ("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 extending sanitary sewer main into the easement area along the north property line of 5540 Golden Valley Road.
- B. The City desires to hire Contractor to extend sanitary sewer main into the easement area along the north property line of 5540 Golden Valley Road.
- 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.** The 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 the Contractor's expense. If Contractor gives written notice of a delay over which Contractor has no control, the City may, at its discretion, extend the Contract Time.
3. **Consideration.** In consideration of the performance of the Work, the City shall pay to Contractor the amount set forth herein **Exhibit D** (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 plans and specifications of this Agreement. Any such work or materials furnished by Contractor without written City approval shall be at Contractor's own risk and expense. Contractor shall perform any altered plans ordered by the City; if such alteration reduces the cost of doing such work, the actual amount of such reduction shall be deducted from the contract price for the Work.

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

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

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

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

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

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

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

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

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

9. **Acceptance of the Work.** All of the Contractor's work and labor shall be subject to the inspection and approval of the City. If any materials or labor are rejected by the City as defective or unsuitable, then

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

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

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

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

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

12. **Termination.** This Agreement shall remain in force and effect commencing from the effective date and continuing until the completion of all of the parties' obligations hereunder, unless terminated

by the City or amended pursuant to the Agreement. Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:

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

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

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

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

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

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

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

- a. Worker's Compensation Insurance as required by Minnesota Statutes, section 176.181;

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

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

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

19. **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 City Engineer, or designee. Contractor's authorized agent for purposes of administration of this contract is Brian Wachholz, 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
Schneider Excavating & Grading, Inc.
405 South Central Avenue
Young America, MN 55368
Brian@schneiderexc.com

THE CITY
City of Golden Valley
7800 Golden Valley Road
Golden Valley, MN 55427
rkakach@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; provided that nothing herein nor any variation from the amounts and timing of the installments shall be construed as impairing the right of the City or of those to whose benefit the bond herein agreed upon shall insure, to hold Contractor or surety liable on the bond for any breach of the conditions of the same nor as imposing upon the City any obligation to laborers, materialmen, contractors, or sureties to pay or to retain for their benefit any monies coming to the contractor hereunder.

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

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

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

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

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

39. 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.

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.

SCHNEIDER EXCAVATING AND GRADING, INC:

By: _____

Name: _____

Title: _____

CITY OF GODLEN VALLEY:

By: _____

Shepard M. Harris, Mayor

By: _____

Timothy J. Cruikshank, City Manager

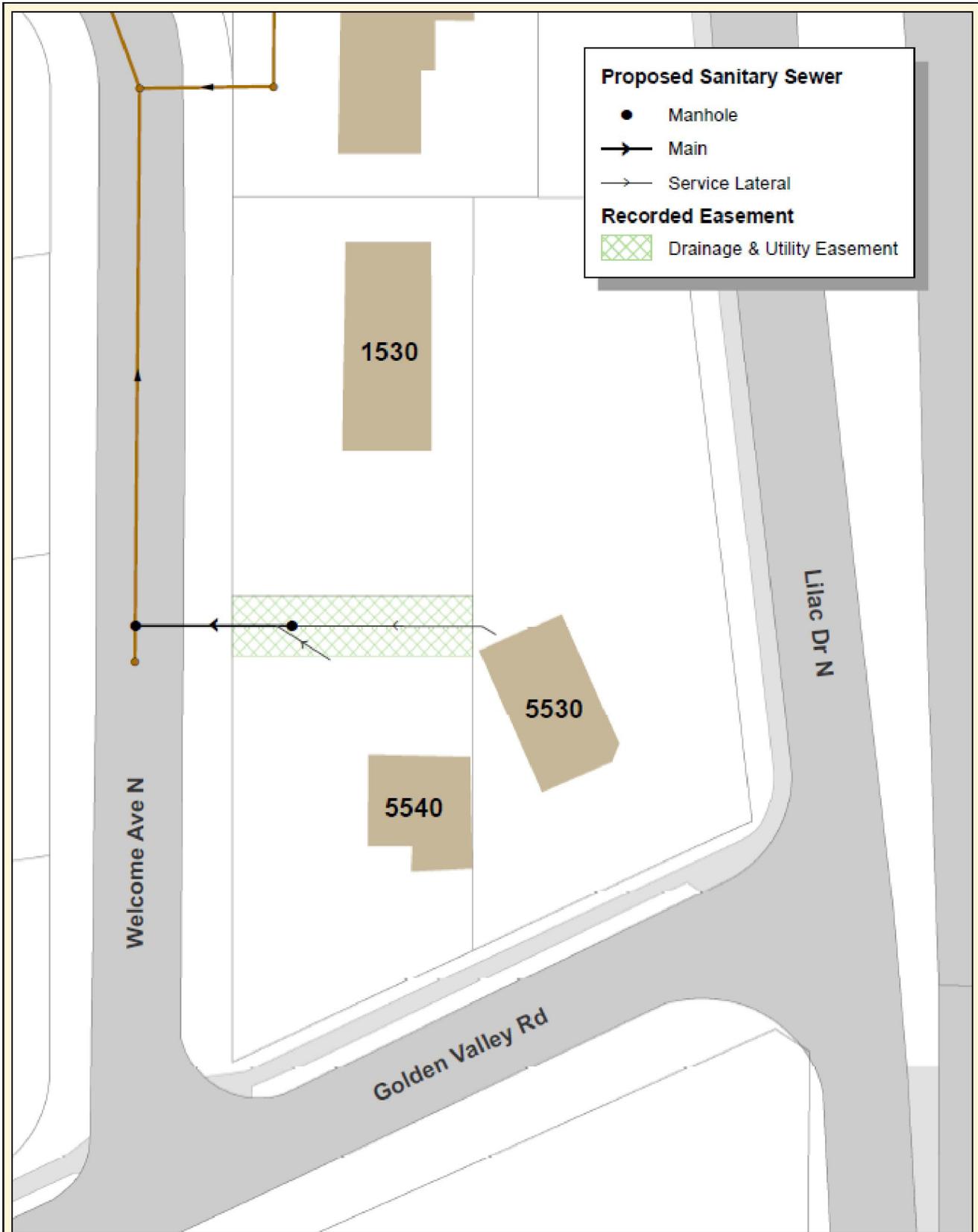
EXHIBIT A
SCOPE OF WORK

1. **Work.** The Work shall include all labor and equipment necessary to install sanitary sewer main along the easement adjacent to 5540 Golden Valley Road. Work will include but is not limited to removal of bituminous pavement, subgrade preparation, installation of granular borrow, bituminous pavement, concrete curb and gutter, and restoration.

2. **Schedule.** Contractor shall begin the Work within one week of execution of the contract and complete all Work by **September 15, 2020**. Contractor shall have 30 working days from start of Work to substantial completion as defined by the reopening of the street with pavement installed and functionality of the new sanitary sewer main.

Without limiting the foregoing, if a conflict arises with existing private utilities during the commencement or performance of the Work, Contractor shall proceed to work in areas without such conflict until the conflicts are resolved. It is the express understanding of the parties with regard to all Work that Contractor will undertake its performance in a manner to avoid or minimize any delays that may result from private utility conflicts or any other possible causes of delay.

3. **Location.** The Location Map herein **Exhibit A** identifies the location of the Work.



Proposed Sanitary Sewer

- Manhole
- Main
- Service Lateral

Recorded Easement

- ▨ Drainage & Utility Easement



EXHIBIT B
SPECIAL CONDITIONS

1. **Construction Phasing:** Contractor shall schedule its work to minimize inconvenience to residents. This Work must be completed according to the following phasing requirements. Contractor shall submit to the Engineer for review and approval, a detailed **critical path phasing plan and schedule** a minimum of one (1) week before the pre-construction conference. The schedule must detail all controlling operations. The following requirements/operations must be included in this plan:
- A. Installation of sanitary sewer liners (mains and services) before installation of wear course. Once the existing pavement is removed on a street, work must proceed in a continuous manner until it is completed. Contractor must schedule the Work to avoid time when there is no work progressing on the project.
 - B. Completion of the Project by the specified dates.
 - C. Once Contractor has raised all castings to their final grade, it must allow two (2) weeks in each area for City staff to televise existing and new sewers before the wear course is placed. Contractor shall ensure that all work on sewer manholes, catch basins and sewer lines is completed, and they are cleaned to the Engineer's satisfaction before any televising is performed. **If the sewers are determined, at any time during televising operations, to need any additional cleaning, the City will, at their discretion, clean them with their own staff (at \$420/hour with a four-hour minimum) or retain a cleaning service to perform cleaning on all sewers remaining to be televised. All costs for such cleaning will be billed to the Contractor or withheld from monies due.**

Working hours for this project shall be limited to 7:00 a.m. to 7:00 p.m., Monday through Saturday, except as otherwise stated in the Contract Documents, unless approved in writing by the City Engineer. Contractor shall schedule its work to comply with this requirement.

Contractor shall perform some Work at times other than those indicated if the Engineer deems it is in the best interest of the City and the property owners affected. No claims for extra compensation will be considered for complying with this requirement.

2. **Specifications Which Apply:** The Specifications which apply to the Work shown in the Plans shall be as follows:
- A. These Special Conditions.
 - B. Standard Utilities Specifications for Watermain and Service Line Installation, Sanitary Sewer and Storm Sewer Installation, and Trench Excavation and Backfill/Surface Restoration, Revised 2018, as prepared by the City Engineers Association of Minnesota (CEAM) and published by the League of Minnesota Cities, St. Paul, Minnesota, except as modified or supplemented in these Special Conditions. Copies of the Standard Utilities Specifications are available from the Minnesota Society of Professional Engineers by calling 651.292.8860, or from the CEAM website at <http://ceam.org/>.
 - C. Division I, 1507 (Utility Property and Service) and Division I, 1512 (Unacceptable and unauthorized work) of the MnDOT Specification shall apply, except as modified or supplemented herein.
 - D. Division II (Construction Details) and Division III (Materials) of the MnDOT Specification shall apply, except as modified or supplemented herein.

3. **Reference:** All references in the Specifications and Special Conditions to "MnDOT Specification" are intended to mean the Minnesota Department of Transportation's "Standard Specifications for Construction," 2018 Edition, and its supplements. All reference therein to the State, the Department, the Department of Transportation of the State of Minnesota and the Commissioner shall be read as reference to the City.

4. **Pre-Construction Conference:** Prior to the beginning of construction operations, a pre-construction conference shall be held, and shall be attended by the authorized representatives of the City, the Engineer in charge of the Project, and persons of the contracting firm or firms who will have direct responsibility for workmanship and/or materials used on the Project. The conference will disclose all aspects for execution and schedule of the Work. Agreement on any and all questionable measurements, materials, methods or other matters shall be made at this conference.

Contractor shall submit the following at the preconstruction conference:

- Critical path phasing plan and schedule, which details all controlling operations. **This shall be submitted a minimum of one (1) week before the pre-construction conference.**
- General project contact information including emergency contacts
- Subcontractor list (discussed under Section 3 of these Special Conditions)
- Material supplier list
- Shop drawings
- Traffic Control plan

5. **Construction Meetings:** Contractor shall be required to attend weekly construction meetings scheduled for 10:00 a.m. on Wednesdays at Golden Valley City Hall.

Contractor must submit the following at each meeting:

- A two-week Critical Path schedule of work bar graph/Gantt chart showing the two-week work plan
- The overall project schedule
- Erosion Control Inspection Forms (see Erosion & Sedimentation Control Section in these Specifications)
- Written documentation of performed street sweeping (see Erosion & Sedimentation Control Section in these Specifications)
- A written request for any extra work

Failure to submit an approved, detailed Critical Path Schedule as required shall result in the City withholding any monies due.

In the event delays are experienced on the Project due to weather or conflicts with private utility company facilities, Contractor's schedule must detail extra efforts to put the construction back on schedule.

6. **Supervision of Work:** Contractor shall provide a competent, reliable Superintendent to be present at all times when Work is in progress in accordance with Section 1506 of the MNDOT Standard Specifications for Construction and as modified herein.

The Superintendent must be the full time person identified in the Contractor Questionnaire with the Proposal, and shall act as Contractor's representative and supervise all of Contractors and subcontractors forces through all phases of operations of the Work. Contractor shall not replace the Superintendent without written authorization by the Engineer.

The Superintendent shall not change with phases of the Work nor shall a subcontractor's superintendent act as the Contractor's Superintendent. Additionally, the Superintendent shall not be a working foreman of the Contractor or subcontractor.

The Superintendent shall have the authority to represent the Contractor in all issues that may arise during execution of the Work, and to obtain all the equipment and manpower needed to perform the Work as outlined in the Plans

and as directed by the Engineer. All orders from the Engineer shall be directed to the Contractor through the Superintendent.

7. **Emergency Contacts:** Contractor shall provide the City, at or before the pre-construction conference, with list of emergency contacts. This list shall include a telephone number to contact the Project superintendent 24-hours a day until all of the Work is completed, as well as additional 24-hour emergency contacts for all subcontractors.

8. **Resident Project Representative:** The Engineer shall designate an Inspector for this project. The Inspector shall have the same authority as that specified for the Inspector in MnDOT Specification 1510 and the General Conditions of these Specifications. The Contractor **must** direct all requests for extra compensation, or changes in scope or character of the Work through the Inspector to the Engineer. Failure to direct such initial requests may be cause for rejection of the request.

In order to ensure all communication to residents on this project is uniform and complete, **Contractor shall direct all communication to the City.** Contractor shall, however, be responsible for disseminating daily construction notices, or other communication as directed by the Engineer, to the residents on a daily basis indicating construction operations and access conflicts. Failure to disseminate such information, as directed by the Engineer, shall be cause for the City to withhold all compensation due.

9. **Site Conditions:** Contractor shall be required to keep the Project site in a clean, orderly condition at all times. Littering of cans, bottles or other garbage/debris will not be tolerated. Contractor shall submit a plan to the Engineer for approval, for debris and waste disposal within the Project area. It shall include, but not be limited to, providing a dumpster for debris and waste materials.

No removal items, spoil or aggregate piles will be allowed within rights-of-way overnight except by express, written consent of the Engineer. **In the event piles are left in the rights-of-way at the end of the day, the City may, at its discretion and without prior notification to Contractor, remove all piles with its own or contracted forces. All costs associated with such removal shall be billed to Contractor or withheld from monies due.**

10. **Maintenance of Existing City Utilities:** The City has cleaned and televised all sanitary sewer lines and storm sewer lines prior to construction. Contractor shall be responsible for keeping all utilities clean during construction including but not limited to gate valve stacks, utility lines, and manholes. **In the event debris is found during the post-construction televising of sewers, the City may, at its discretion, clean all remaining sewers to be televised with its own or contracted forces. All costs associated with such cleaning shall be billed to Contractor or withheld from monies due.**

11. **Construction Staking:** The City, or its representative, will set construction stakes, lines, elevations and grades for this construction as deemed necessary by the Engineer. The stakes established by the City will constitute the field control Contractor will use to perform the Work. It will be Contractor's responsibility to request any additional staking necessary to perform the Work.

Contractor's superintendent shall notify the Inspector **a minimum of 48 hours in advance** of the need for construction stakes. This advance notification requirement **must** be strictly adhered to. No claims for down time or delays in work due to Contractor's negligence to request staking as described will be permitted. Contractor shall be obligated to prepare the entire area to be staked before requesting staking. Failure to prepare the area to the Engineer's satisfaction shall result in staking delays until the area is prepared properly. No claims for lack of stakes or schedule delays will be considered that are due to not properly preparing such areas.

Contractor shall be responsible for the preservation of all stakes and marks established by the City or its consultants. If the Engineer determines that construction stakes have been carelessly or willfully destroyed or disturbed by Contractor or by Contractor's lack of protection of the stakes, the cost of replacing the stakes will be deducted from monies due Contractor.

The City will provide Contractor with written notice of violation of this Section one time. This written notice shall serve as notice of withholding of monies due Contractor so the City may recover its costs for failure to comply with this requirement.

12. **Quality Control and Quality Assurance Testing:** Contractor shall be responsible for quality control testing in accordance with the current **Schedule for Material Testing found on the MnDOT website** <http://www.dot.state.mn.us/materials/lab.html>, as amended in these Specifications. All costs for such testing shall be included in the unit prices for the items to be tested.

All testing must be done by a laboratory experienced with the testing procedures required by MnDOT and approved by the Engineer. Certification of such experience shall be submitted to the Engineer at the pre-construction conference.

Contractor shall also cooperate with the Engineer in collecting companion samples in accordance with MnDOT Specifications to verify Contractor's test results. Collecting companion samples shall be considered incidental for which no direct compensation shall be made. The City will be responsible for testing such samples provided by Contractor at its cost. The Engineer shall contact Contractor so he may be represented during sampling, and assist as necessary.

13. **Project Access and Staging Area:** Construction traffic access to the Project areas shall be limited Welcome Avenue, Golden Valley Road, and federal, state and county highways and City streets as approved by the Engineer, or as otherwise noted in the plans.

The use of other non-designated routes shall be cause for ticketing. This requirement shall not waive Contractor's obligation to comply with existing statutes, local ordinances or any other existing laws; nor shall it waive the governing authority from assigning penalty for violating such statutes, ordinances or laws.

Construction staging area to be submitted and approved by the City. This requirement shall not waive Contractor's obligation to comply with existing statutes, local ordinances or any other existing laws; nor shall it waive the governing authority from assigning penalty for violating such statutes, ordinances or laws.

No extra compensation will be allowed for extra construction costs due to these restrictions.

14. **Utility Conflicts:** In order to minimize inconvenience to adjacent property owners and expedite the Project, Contractor shall be expected to coordinate its efforts with the private utility companies so the Work can be done in a timely manner. Contractor shall schedule or redirect its Work to ensure that utility company relocates, installations and/or removals do not impede progress of the Project. Contractor shall also coordinate all unanticipated utility relocations or adjustments determined to be necessary to complete the Work. The City will be responsible for costs incurred by the utility companies for unanticipated relocations and adjustments only in cases where prior, written authorization to perform the utility work is provided by the Engineer.

Contractor waives claims for any and all costs or damages due to alleged delay, disruption or acceleration, and releases the City from any such claims, to the extent the claim is due to the failure of any private utility with facilities affected by the Project to promptly relocate, remove, or adjust such facilities.

Utility company contacts for this Project are:

CenterPoint Energy - Anthony Laffrado (612.321.5505)
CenturyLink, Inc. - Lee Sexton (612.798.7705)
CenturyLink, Inc. (Consultant) - RJ Allison (651.295.2275)
Comcast - Scott Ruppert (651.493.5127)
MnDOT (Fiber Optic) - Ralph Adair (651.234.7027)
Xcel Energy - Dave Fitch (612.630.4127)

It is anticipated that some facilities will be in conflict with the Work on this project that Contractor will be expected to guard and protect these facilities. **No claims for extra compensation to perform the Work in accordance with the Plans that are due to conflicts with in-place utilities shall be considered. Likewise, no claim for delays due to conflicts with in-place utilities shall be considered. (Also see Exhibit A with regard to utility company requirements)**

15. **Easements and Permits:** The City shall work to obtain all required permanent and temporary easements and permits for this project with the exception of the following:

- A. Contractor shall obtain a City of Golden Valley Storm Water Management Permit and a Right-of-Way Permit from the City. Contractor shall comply with all terms and requirements of the permits. No additional permit fees or securities will be required to obtain these permits over the Contract Performance and Payment Bonds required in Section VI, Item 18 "Requirements of Contract Bond" of the General Conditions of this Contract.

All permit requirements pertaining to construction practices, application of erosion control methods and devices, and implementation time requirements are hereby incorporated into the Construction Specifications by reference and are made both integral and enforceable parts of the Contract.

The weekly inspection and maintenance requirements shall be the responsibility of Contractor. All site inspections shall be completed in accordance with the requirements specified in the permit. An inspection form will be supplied by the City. It shall be Contractor's responsibility to provide blank copies of the log sheet as necessary for the life of this Contract. The active and completed inspection forms shall be kept on the Project site in a secure, weatherproof location, and shall be accessible by both Contractor and City personnel at all times. This information shall also be made available to any other interested party upon request. **Contractor shall provide copies of the previous week's original inspection form to the Engineer at every weekly construction meeting.**

16. **Measurement and Payment:** Payment for all items shall be by the unit price bid. Items on the Proposal Form have been listed in a logical order. Measurement for all items not specifically described in these Specifications shall be done in accordance with MnDOT Standard Specifications.

Contractor shall submit all final quantities to the City within one month after wear course paving. Should Contractor's final quantities not be submitted within the required time, it shall be understood that the City's Quantities for the Work are accepted by Contractor.

Unclassified work authorized by the Engineer, will be paid for on a force account basis according to Section VIII, Item 8 of the General Conditions.

17. **Tree and Landscape Preservation:** Significant care must be taken to protect existing trees and shrubbery that the Engineer feels may be impacted by the construction. **Contractor shall meet with the Assistant City Forester (763.593.3976) on-site to review procedures for successful protection of trees throughout the construction process.** Special care must be taken when in close proximity to any such vegetation to prevent unnecessary cutting, breaking, or shredding of roots; wounding or scraping of trunks; smothering of root systems by stockpiling of construction materials or excavated materials within their drip lines; excess foot or vehicular traffic; or parking of vehicles within their drip lines.

Contractor shall exercise due caution to protect existing tree branches. All branches that have been damaged by Contractor shall be properly trimmed in accordance with National Arboriculture Standards by the end of the workday. Contractor shall also notify the Engineer immediately of any damaged branches.

When excavating near trees, Contractor shall cut cleanly back to the soil line, all exposed, shredded or torn roots greater than 1-½" in diameter, with proper pruning equipment. The cost to cut roots shall be incidental for which there shall be no direct compensation. When excavating or sloping within fifteen (15) feet of any tree, Contractor shall coordinate all such efforts with the Assistant City Forester. Standard excavation procedures may need to be modified for large trees that have their trunks closer than five (5) feet from the excavation or sloping limits.

Contractor shall be required to provide protection to all exposed oak tree roots that are cut prior to July 1. Contractor shall have on-site an approved wound dressing to be applied to freshly cut root ends immediately (within 10 minutes) after excavation to prevent oak wilt infection. Wound dressing will not be permitted for any other situation other than oaks damaged by construction before July 1. Contractor shall coordinate all such work with the Assistant City Forester.

18. **Responsibility For Damage Claims (1714):** The provisions of MnDOT Specification 1714 are supplemented as follows:

Contractor must have the City of Golden Valley, and Short Elliott Hendrickson Inc. named as additional insureds on any insurance coverage Contractor is required to provide.

19. **Mobilization (2021):** The lump sum for mobilization is to include all aspects of work in accordance with MnDOT Specification 2021, for the base bid.

20. **Clearing and Grubbing (2101):** In an effort to minimize tree removals, Contractor shall be obligated to remove trees at any time throughout the duration of the Work. **Contractor's bid price shall take into consideration multiple mobilizations.** Contractor shall notify the Engineer of any trees he/she feels must be removed to complete the Work as specified. The Engineer may wait until all pipe installation and/or sloping near such questionable trees is complete to determine the necessity of removals. No claims for extra compensation shall be considered due to Contractor's compliance with this requirement. Clearing and grubbing shall be performed in accordance with the provisions of MnDOT Section 2101, and the following:

The Engineer shall mark all trees, shrubbery and other items designated for clearing and grubbing, after grade stakes have been established. **Only those trees and items as marked may be removed.** Any items removed or damaged by Contractor not marked for removal will be Contractor's responsibility to replace at its sole cost. All replacement items must be approved by the Engineer. **Only the Engineer or his designate is authorized to mark trees, brush or shrubs for any purpose or in any manner. In addition, Contractor shall ensure that trees/landscaping not designated for removal are not damaged, marked or defaced in any way.**

Grinding of stumps will not be permitted. Stumps must be dug out.

All trees cleared and grubbed shall be **promptly** disposed of off the site with no additional compensation. Disposal must be in accordance with all county and state disposal requirements. Contractor shall not leave removed trees, stumps or debris on the Project site overnight.

Measurement for clearing and grubbing trees shall be the individual tree, or by the acre, as specified in the Plans or as directed by the Engineer. Payment for clearing and grubbing trees under these items is for trees four (4) inches in diameter and larger (measured at a point 24-inches above the ground) only, and shall be considered compensation in full to remove each tree and stump as directed by the Engineer. Removal and disposal of all trees, brush and shrubs smaller than four (4) inches in diameter shall be considered incidental for which no direct compensation shall be made. No claims shall be considered for extra costs due to size for clearing and/or grubbing trees or shrubs as directed by the Engineer. Trees, stumps, brush and shrubs the Engineer designates to be removed in conjunction with private driveway construction, as part of this project, shall be performed and compensated for in accordance with this Specification. Once the Engineer marks trees and shrubs for removal, Contractor shall **promptly** remove such items and dispose of them off the Project area.

21. **Removals and Salvages (2104):** The unit price bid for all items designated for removal shall include disposal at a site selected by Contractor and approved by the Engineer. Items designated to be removed must be loaded and taken from the Project area as they are removed. **In no case will removal items be allowed to remain on the Project overnight without written consent of the Engineer.** Failure to comply with this requirement may result in the City withholding all money due until removal items have been disposed of off the Project.

The unit bid prices for remove sanitary service pipe shall also include the removal of fittings including, but not limited to, tees, bends, and elbows.

22. **Sawing Bituminous and Concrete Pavement (2104):** Sawing concrete and bituminous pavements shall be compensated for at the unit price bid for actual length of pavement sawed.

Sawing shall be paid for one time only. Contractor shall be required to take all precautions necessary to ensure that pavement is removed cleanly along all saw cut joints. Any re-sawing of bituminous or concrete pavements deemed necessary by the Engineer shall be done at Contractor's expense.

Sawing at curb replacement locations shall be incidental to curb removal and will not be measured and paid for separately under this item.

Bituminous saw cuts at match points with existing pavements shall be performed immediately prior to placement of bituminous wear course.

It is assumed the existing pavement thickness in Welcome Avenue is four and a half (4.5) inches.

23. **Select Granular (2105):** Select Granular Borrow shall conform to the requirements of MnDOT Specification 3149.2B, except as herein amended:

Maximum particle size shall be four inches. Not more than 5% of the material passing a one-inch sieve may pass a #200 sieve. The unit price shall include all installation, grading, compacting and any other work necessary to conform to the Plans.

Compaction shall be in accordance with the Standard Proctor Specified Density Method unless specifically noted otherwise.

Contractor shall give the Engineer notification of borrow site two weeks prior to the use on the Project. Contractor shall provide gradation testing performed by a party acceptable to the Engineer, for all materials under this pay item and in accordance with the Schedule for Materials Control. All testing shall be at the rate specified in the Materials Testing Schedule. Contractor shall schedule with the Engineer times for sampling the granular borrow so the Engineer may be present. **Measurement and payment will be measured on a per ton installed basis. Contractor must provide accurate scale tickets. No requests for measurement by any other means will be considered. In addition, Contractor will not be allowed to set up a portable scale to comply with this requirement. All tickets must come from a permanent scale approved by the Engineer.**

Contractor must submit all scale tickets for this item to the Engineer no later than noon of the day following delivery to the Project. At Engineers discretion tickets that are not provided within the time specified may not be accepted for payment.

Test Rolling/Compaction: Contractor shall not be allowed to place any aggregate base until the subgrade has been approved by the Engineer. Test rolling shall meet the requirements of MnDOT Specification 2111. Contractor shall furnish a test roller to verify adequate consolidation of all subgrade soils. Any visible deflection of the subgrade shall be considered unacceptable, and the Engineer will require Contractor to take corrective measures to obtain a consistent, stable subgrade. Compaction of all of the subgrade shall be in accordance with MnDOT Specification 2105.3F1, Specified Density Method. Compliance will be based on Standard Proctor Densities. No additional compensation shall be considered to obtain specified densities in accordance with the Specifications. Test rolling shall be considered incidental for which there shall be no direct compensation. All costs to excavate and compact in-place subgrades to specified densities shall be included in the unit price bid for Install Sewer Pipe.

24. **Contaminated and Debris-Impacted Soil:** Although the City is not aware of buried debris or contamination on the Project, Contractor should be aware that debris and/or contaminated materials may be encountered in any excavation.

In the event Contractor suspects that contamination is present on the Project (organic vapor detector readings above background, staining or discoloration, debris-rich fill, or olfactory evidence), Contractor shall stop Work and **IMMEDIATELY NOTIFY THE Engineer.** The Engineer shall be responsible for notifying the necessary regulatory agencies and other necessary parties.

Contractor shall be prepared to stop work at the suspected contaminated or debris-impacted site for a minimum of 72 to 96 hours after notifying the Engineer to allow time to test for actual contamination and/or extent of debris in the soil. The City's Environmental Consultant shall collect samples of the suspect material for characterization. No suspect material shall be removed from the site or moved from its position at the time of discovery without the Engineer's approval. No claims for costs for interrupted progress shall be considered.

A. *Contaminated Soil*

The soils shall be considered **contaminated** if laboratory results indicate the contamination concentrations exceed the applicable risk or health based cleanup criteria established by the State of Minnesota or U.S. Environmental Protection Agency. If the soils are determined to be contaminated the City's Environmental Consultant shall work with the appropriate regulatory agency to develop project specific cleanup goals.

When the excavation resumes at a contaminated or potentially contaminated site, the City's Environmental Consultant shall conduct field monitoring to identify the materials that are to be managed as contaminated. The Engineer shall direct Contractor on the appropriate management of the contaminated soil.

Said material may be stockpiled, reused within the Project, or hauled off-site for treatment as directed by the Engineer and in accordance with the Project-specific cleanup goals. Reuse and stockpiling of said material are limited to areas within the Project limits and must meet the guidelines included in the MPCA Best Management Practices for the Off-site Reuse of Unregulated Fill (MPCA, February 2012) and Managing Petroleum Contaminated Soil at Public Works Projects (September, 2008).

B. Debris-Impacted Soil

The material shall be considered **debris-impacted** if the amount of debris in the soil exceeds 5% by volume as verified by the Engineer. The Engineer will verify by "Charts for Estimating Proportions of Mottles and Coarse Fragments" Munsell Soil Handbook, 2000 Edition. If the soils are determined to be debris impacted, the City's Environmental Consultant shall work with the appropriate regulatory agency to develop project specific cleanup goals.

When the excavation resumes at a debris-impacted site, the City's Environmental Consultant shall conduct field monitoring to identify the materials that are to be managed as debris-impacted. The Engineer shall direct Contractor on the appropriate management of the debris-impacted material. With the approval of or under the direction of the Engineer, Contractor may be required to separate debris from the soil to meet the 5% by volume guideline. Contractor will be required to reasonably sort debris from soil in an effort to minimize disposal at the landfill.

When the excavation in the area where contaminated and/or debris-impacted soils are located is complete, Contractor shall permit the City to collect samples from the bottom and sidewalls of the excavation. Soils shall not be excavated beyond the limits shown on the cross-sections in the Plan, or as approved unless directed in writing by the Engineer.

Contractor shall be obligated to comply with all applicable safety regulations imposed by federal and state law for handling pollutants, contaminants, or hazardous substances, wastes or materials, including but not limited to, 29 C.F.R., Part 1910, and all subsequent revisions thereof.

Contractor **may be** required to temporarily stockpile contaminated or debris-impacted soil on the Project site or at a City-owned location within the City (**only as directed in writing by the Engineer**). Excavated materials with different physical characteristics (i.e. contaminated soil for off-site disposal, contaminated soil for on-site reuse, debris, etc.) will be segregated into separate stockpiles. Contaminated or debris-impacted soil shall be stockpiled on an impervious surface or reinforced plastic a minimum of 10 mils thick. Contractor shall cover contaminated soil stockpiles with 10-mil reinforced plastic and securely anchor it from wind using sandbags, clean soil or an Engineer-approved alternative. Any maintenance or recovering of stockpiles due to lack of adequate anchorage shall be at Contractor's expense. If the Engineer deems it necessary, the Contractor shall surround the stockpile with fencing to provide extra security. Once established, stockpiles shall not be disturbed, moved or combined except as directed by the Engineer.

The City reserves the right to retain responsibility to manage the disposal of soils determined to be unfit for use on the Project due to contamination or debris. **Suspect material that has been characterized and does not meet either contaminated or debris-impacted criteria shall be Contractor's responsibility to manage under the General Excavation provisions with no additional expense to the City.**

The City advises Contractor to coordinate for a **secondary disposal site** for soils containing debris below the established levels. The City reserves the right to hire a different contractor for this operation if an agreement regarding extra work compensation for contaminated and/or debris impacted soils cannot be established.

If directed by the Engineer, Contractor shall haul contaminated or debris-impacted materials to a permitted treatment facility consistent with state and local requirements. The method of treatment shall be approved by the Engineer and be in accordance with the approved project-specific cleanup goals. Contractor shall complete all necessary permits and applications for the treatment facility. Contractor shall certify to the Engineer within 30 days of completion of soil treatment that the soil has been treated/disposed as approved by the Engineer. Contractor shall provide copies of all treatment facility applications, permits, approvals and disposal manifests to the City and Engineer.

Handling, stockpiling and disposal of contaminated and debris-impacted materials shall be considered Unclassified Work. The City shall compensate the Contractor for such Unclassified Work, as specified by the Engineer, at a rate of the actual cost, plus 10 percent (10%). Contractor shall submit detailed records of the actual cost incurred for such removal, stockpiling and disposal. Contractor shall separate contaminated and debris-impacted materials from non-contaminated soil to the extent deemed practical by the Engineer. Unclassified Work for this section shall be limited to work over and above the costs Contractor would have experienced to excavate and remove the soils per the Contract.

25. **Water Use on Project (2130)**: Project related water use for compaction, dust control, sod, and landscaping shall be considered incidental. Should the Engineer deem that additional water must be used on the Project; Contractor shall provide the water within two (2) hours of notification by the Engineer.

Contractor will not be charged for any project related water use. However, to receive permission to take water from hydrants, Contractor shall be required to obtain a meter from the City Utilities Maintenance Department (763.593.3962). The meter requires a one thousand seven hundred fifty dollar (\$1,750.00) deposit, which will be refunded when Contractor returns the meter in good condition.

Contractor shall identify specific hydrants he/she wishes to take water from during construction and obtain approval from the Engineer. Only hydrants approved by the Engineer will be available for use by Contractor.

26. **Aggregate Base (2211)**: The Class 5 Aggregate Base shall be constructed in accordance with the Provisions of Section 2211 of MnDOT Specifications. The aggregate base shall be compacted in accordance with MnDOT Specification 2211.3C1, Specified Density Method.

Contractor may use Class 5 Recycled Aggregate on this Project. If recycled aggregate is used, Contractor shall be responsible for providing testing certification for all recycled aggregate used. Contractor shall provide documentation of product source and certification that recycled aggregate meets all requirements for Class 5 (MnDOT Specification), including the percent crushing. Testing documentation shall be performed by a testing agency approved by the City. The rate of testing shall be as follows:

The first test shall be performed before use on the Project, and thereafter one test every 2,000 tons used.

27. **Plant Mixed Bituminous Mixtures (2360)**: All bituminous mixtures shall be in conformance with MnDOT Specification 2360, except as modified or supplemented herein.

Bituminous mixtures to be used on this Project shall be Superpave mixtures as shown below. Refer to Plans for locations of each mix type.

1. Wearing Course:	Type SP 9.5 Wearing Course Mix (2,C)
2. Non-Wearing Course:	Type SP 12.5 Non-Wearing Course (2,C)
3. Bituminous Mixture for Patching:	Type SP 9.5 Wearing Course Mix (2,C)

Contractor shall submit Q/C testing for Class B aggregates included in mix designs based on the following schedule:

1. For every 5,000 tons of bituminous mixture placed on the Project, or for mix placed 30 days after the previous submittal, perform and submit the following Q/C testing from Class B stockpile:
 - a. Soundness Testing (ASTM C 88)
 - b. Loss by Abrasion and Impact (ASTM C 131)

In addition, it shall be Contractor's obligation to ensure the top surface is closed to the satisfaction of the Engineer. The use of coarse mixtures that do not close to the Engineer's satisfaction shall not be permitted.

Compaction shall be obtained in accordance with MnDOT Specification 2360.3.D.2, Ordinary Compaction. Contractor shall have a certified person, approved by the City, with calibrated nuclear testing equipment to verify roll patterns achieve maximum density.

Design of all mixtures used on this Project shall be approved by MnDOT, and mix certification documentation of such shall be provided to the Engineer at least two weeks prior to placement.

The unit price bid for Bituminous Mixtures for Base and Wearing courses shall be considered compensation in full to furnish and place the asphalt in accordance with MnDOT Specification 2360, the Plans and the Engineer except that no incentives shall be included in the payment. Disincentives in accordance with the Specification shall apply.

Bituminous tack coat shall be CSS-1 or CSS-1h.

Any structural or surface defect of the driveway pavement which develops during the one-year warranty period described in the General Conditions of these Specifications, including, but not limited to, cracking, roller marks, settlement or heaving, or open surface condition, shall be cause for rejection and replacement of the entire driveway at Contractor's expense. Determination of defective materials to be replaced shall be solely made by the Engineer.

The unit price bid for each mixture shall be compensation in full to place and warrant such mixture as specified.

All turf restoration and casting adjustments, including sealing and grouting, must be complete before the wearing course on the street may be placed.

28. **Pipe Bedding (2451):** This shall consist of furnishing and placing bedding material as specified in accordance with the provisions of MnDOT 2451 and 3149, the plan details for utility construction, and the following:

Select Granular Material (MnDOT 3149.2B.2) shall be used for bedding material, and pipe foundation for sanitary sewer. Granular bedding used for sanitary sewer shall be measured and paid for by the ton of granular material furnished and placed.

Any necessary excavation for pipe bedding and any disposal of excess material related to pipe bedding shall be considered incidental for which no additional compensation shall be considered.

29. **Crushed Rock for Stabilization (2451):** Work shall consist of furnishing and placing crushed rock pipe foundation material. The crushed rock shall meet the gradation requirements set forth under MnDOT 3137.E2 (CA-1).

The crushed rock shall only be used for pipe foundation or manhole foundation, or as directed by the Engineer. In no case will there be compensation allowed for crushed rock used for the purpose of dewatering. Geotextile fabric shall be measured and paid for separately.

Measurement will be made by the weight of crushed rock material furnished and placed as specified. Payment will be made under Item 2451.609, Crushed Rock for Stabilization, at the contract bid price per ton, which shall be payment in full for all costs incidental thereto including, but not limited to, excavation of unstable soils to place the rock as specified.

In no case will there be additional compensation allowed for removal and disposal of the material necessary to place the crushed rock as specified.

30. **Pipe Sewers (2503):** Pipe Sewers shall be constructed in accordance with the provisions of MnDOT 2503, and the most recent version of the Standard Utilities Specifications for Sanitary Sewer and Storm Sewer Installation, as prepared by CEAM, except as modified below.

Contractor shall be responsible for providing all dewatering by such means as will preserve the structural stability of the trench bottom and sides and provide a dry trench for the installation of the pipe and appurtenant structures. All such dewatering, per the Engineer's approval, shall be considered incidental to the pipe and appurtenant structures for which no direct compensation will be made.

The unit price bid per linear foot for each size solid walled Polyvinyl Chloride Pipe (PVC) drain pipe shall be considered compensation in full for all materials, equipment and labor to construct the sanitary sewer system in accordance with MnDOT Specification 2503, CEAM Specifications and in conformance with the Plans.

It shall also include installation of a green with brown striped #12 solid copper tracer wire in accordance with the details in the Plans. The PVC pipe shall also include installation of all other PVC fittings, including bends and caps. The above items shall be considered incidental. Cleanouts and wyes as shown on the Plans shall be paid for separately.

The unit price bid for each size sanitary Cleanout Assembly shall be considered compensation in full to construct a cleanout in accordance with the detail in the Plans and as directed by the Engineer on the existing laterals for connecting to private sanitary sewer pipes. The unit price shall include, but not be limited to, the wye, bends, a green with brown striped #12 Solid Copper tracer wire in accordance with the detail in the Plans and vertical pipe extending to the surface. The unit bid price for each size cleanout assembly does not include the casting assembly. The cleanout casting assembly (McDonald 74M "A" Series) as shown in the detail shall be paid for separately.

Pipe materials specific to sanitary sewer construction shall be in accordance with CEAM specifications.

The unit price bid to Connect to Existing Sanitary Sewer shall be considered compensation in full for all materials, equipment and labor to connect to an existing sanitary sewer line in accordance with the Plans, and as directed by the Engineer. This includes, but not limited to, excavating, cutting the existing pipe, temporary bypass pumping and securing the connection with a watertight strongback fernco.

The unit price bid to Connect to Existing Sanitary Sewer Service shall be considered compensation in full for all materials, equipment and labor to connect to an existing sanitary sewer line in accordance with the Plans, and as directed by the Engineer. This includes, but not limited to, excavating, cutting the existing pipe, temporary bypass pumping, cleaning and securing the connection with a watertight strongback fernco.

Contractor shall supply an OSHA-approved trench box to minimize damage to adjoining landscaping due to installation of pipes and appurtenant structures. All extra costs to provide the box and install the sewer or water shall be considered incidental for which no extra compensation shall be considered.

31. **4" Polystyrene Insulation (2504):** The unit price bid per square yard for 4" Polystyrene Insulation shall be considered compensation in full to insulate water mains and sewers from freezing. It shall include all equipment, materials and labor to place 4-inch thick high-density polystyrene Styrofoam insulation as directed by the Engineer over the top of the pipe to be protected.

32. **Manholes and Catch Basins (2506):** All Manholes and Catch Basins shall be constructed in accordance with the Provisions of Section 2506 of MnDOT Specifications, except as modified herein.

The use of a manhole debris catcher equal or equivalent to that provided by Grappler Specialty Products (www.grapplerusa.com) must be used when constructing, adjusting or reconstructing drainage structures on this project. The intent is to catch falling debris such as mortar, soil, etc. All costs related to providing and use of such product shall be considered incidental to such construction, adjustment or reconstruction of structures.

Sanitary Sewer Structures Design 4020 shall be constructed in accordance with the Plan details.

33. **Furnish and Install Casting Assembly (2506):** The unit price bid for each casting assembly shall be considered compensation in full for all equipment, materials and labor to furnish and install the specified casting in accordance with MnDOT Specification 2506, including but not limited to setting the casting to the correct height and sealing the casting and rings in accordance with the detail, casting adjustment specification and as directed by the engineer. Adjusting frame and ring casting will not be measured separately for any structures receiving a new casting assembly. See Plans for schedule of castings assemblies.

Contractor shall adjust all castings within the roadway to 1/4-inch below the finished pavement surface within 48 hours after the base course paving is complete.

34. **Concrete Curb and Gutter (2531):** Concrete Curb and Gutter shall be placed in accordance with the provisions of MnDOT Specification 2531, and these Specifications. Replacement of curbs will be paid for under the bid items for 2531 Concrete Curb and Gutter Design B618. Concrete Curb and Gutter removals shall be paid for under the Remove Concrete Curb and Gutter Item based on the per linear foot removed.

The unit price bid per linear foot of B618 Concrete Curb and Gutter shall be considered compensation in full to construct curb and gutter as specified in the Plans and as directed by the Engineer, and in conformance with MnDOT Specification 2531 and 2461, and the standard details shown in the Plans.

Necessary bituminous patching shall be paid for under the item for such work.

In some areas, the Engineer shall require Contractor to hand-place curbs, walks and pavements to avoid damage to landscaping, retaining walls, etc. No request for additional compensation shall be considered to accommodate this requirement.

35. **Traffic Control and Maintenance (2563):** Contractor shall maintain traffic at all times during construction in accordance with the current Minnesota Manual of Uniform Traffic Control Devices (MMUTCD) and its supplements, and as it may be deemed necessary by the Engineer. Contractor shall submit a temporary traffic control plan two weeks prior to construction.

In the event that the City must install additional signs for traffic control for safety purposes, the cost for such measures shall be billed to Contractor or withheld from monies due. **In order to facilitate project safety, Contractor shall position and schedule deliveries of all materials to be incorporated into the Work, such as pipe and castings, to minimize conflict with traffic flow. Failure to cooperate with the Engineer in this respect shall authorize the Engineer to have such materials removed from the Project by any means available until their use is imminent. The costs associated with such removal and return to the Project site shall be borne by Contractor with no additional compensation.**

Contractor shall be required to schedule his daily work to ensure that all excavations are filled in completely; adequate drainage is provided to prevent any water from standing on the Project site; and an adequate driving surface with Class 5 or salvaged bituminous millings is provided at the completion of work each day.

Contractor shall also schedule equipment and its work so no removal items, spoil or aggregate piles are left within the rights-of-way overnight except by express, written consent of the Engineer. All requirements for drainage and access herein shall apply to this work also.

Throughout the duration of construction, Contractor shall coordinate with the City a minimum of at least twenty-four (24) hours in advance, any inconveniences to local businesses and property owners. The City will provide Contractor with printed door hangers that shall be placed in resident's doors by Contractor no later than 5:00 p.m. the day before work is to begin. **Contractor is responsible for notifying property owners of any limited access at least twenty-four (24) hours in advance.**

36. **Erosion and Sedimentation Control (2573):** Contractor shall provide temporary erosion control in accordance with the provisions of MnDOT Section 2573, the Bassett Creek Water Management Commission, Minnesota Department of Natural Resources, Minnesota Pollution Control Agency and the Engineer. In accordance with the Specifications, Contractor shall provide the Engineer with the name and 24-hour contact information of the Erosion Control Supervisor at the pre-construction conference. The unit price bid to provide an Erosion Control Supervisor for this project shall be considered compensation in full for the person to perform all duties in accordance with MnDOT Specification 2573. Compensation shall be considered all-inclusive on a lump sum basis, with no direct payment for each duty or for the number of hours worked.

- A. Street Sweeping: Contractor will be required to provide proof of ability to perform the street cleaning at the pre-construction conference. This proof may include demonstration of the ability to use his or her own equipment and forces, or an executed contract with a subcontractor.

All sweeping shall be done between 7:00 a.m. and 7:00 p.m. daily, or more often as directed by the Engineer. The unit price bid per day to perform street sweeping shall be considered payment in full to sweep all areas, on a daily basis, deemed necessary by the Engineer to prevent sediment from entering any water body or storm sewer. Contractor shall furnish a **pick-up sweeper, which actively controls dust** and all trucks or other equipment the Engineer deems necessary to remove all sediment. Any additional street sweeping directed by the Engineer must be performed within four (4) hours of the Engineer's order. Failure to perform ordered street sweeping within this four-hour period would result in the sweeping being performed by the City of Golden Valley staff (minimum charge of \$400 per hour with a 2-hour minimum) or by a contractor hired by the City. Any and all costs incurred by the City to perform street sweeping which is Contractor's responsibility will be deducted from the monies due to Contractor. Contractor shall be required to provide the Engineer with written documentation of performed sweeping at each weekly meeting.

- B. Storm Drain Inlet Protection:
1. Wimco Inlet Protection. Contractor shall provide Wimco Inlet Protection devices, or approved equal, on all inlets where inlet protection is designated. Information on the Wimco devices can be obtained at www.roaddrain.com. Payment will be made on the basis of each structure protected through all phases of the Work. Use of different methods for protection in order to phase the Work or for the ease of the construction shall not be cause for multiple payments over one per structure.
- C. Silt Fence: Contractor shall install machine sliced silt fence and maintain as shown on the Plans, or as directed by the Engineer. Maintenance is to include repair of any torn or damaged silt fence immediately following discovery of the problem. Accumulated silt is to be removed when deposits reach approximately one-third the height of the silt fence, or more often as directed by the Engineer.
- D. Inspection of Erosion Control Measures: The Erosion Control Supervisor will be required to inspect all erosion and sediment control measures on a daily basis, and complete an inspection form to be provided by the City. These forms are then to be submitted to the Engineer at the weekly construction meetings.
- E. Concrete Washout Area: Contractor shall provide a concrete washout area that meets NPDES requirements and the Storm Water Pollution Prevention Plan (SWPPP). This shall be considered incidental. The concrete washout area shall include all necessary labor, materials and equipment to provide an onsite washout facility as shown on the detail in the Plans.
- F. Sediment Control Log Type Straw: Contractor shall furnish, install and maintain as shown on the plans or as directed by the Engineer.
- G. Filtered Log Type Rock: Contractor shall furnish, install and maintain as shown on the plans or as directed by the Engineer.
- H. Erosion Control Blanket: Contractor shall furnish, install and maintain category 3 erosion control blanket as shown on the plans or directed by the Engineer.
- I. Stabilized Construction Exit: Contractor shall furnish, install and maintain a stabilized construction exit as shown on the Plans or directed by the Engineer.

37. **Turf Establishment (2575):** Turf establishment shall be performed in accordance with the Provisions of MnDOT Specification 2575, except as modified herein:

Four inches (4") of topsoil meeting the requirements of MnDOT Specification 3877 shall be included in the unit price bid per square yard of hydroseeding. The Contractor shall take reasonable measures to ensure topsoil is placed to the thickness required in the plans.

Topsoil provided shall be free of debris, rocks in excess of 1/2-inch diameter, large organic material or other materials that do not contribute to plant growth. Evidence of such deleterious materials shall be cause for rejection and replacement at Contractor expense.

All curbs shall be backfilled with Topsoil Borrow meeting the requirements of MnDOT Specification 3877 with no additional compensation. The Contractor shall also be required to examine the area behind the curb and remove all construction debris, including but not limited to, concrete and asphalt chunks, large stones, cement bags and cardboard fabric rolls.

Contractor will not be permitted to use any type of equipment to place topsoil or sod on driveways which will, in the opinion of the Engineer, mar the surface with rubber tire marks (typically skid loaders) or topsoil. **Any damage, including rubber tire marks or excessive soil staining, caused by Contractor shall result in replacement of the driveway to the Engineer's satisfaction.**

Hydroseeding:

The unit price bid per SY of Hydroseeding shall include 4" of topsoil and the slurry for hydroseeding, including fertilizer, seed, water and Type Hydraulic Mulch. The unit bid price shall be compensation in full to place and maintain per MnDOT specification and the Engineer's satisfaction.

Seed shall be in accordance with MnDOT 3876, mixture 25-131. Fertilizer shall be in accordance with MnDOT 3881 and be a slow-release nitrogen type, 10-20-20. Type Hydraulic Mulch shall be in accordance with MnDOT 3884, Type B2.

Construction requirements for Hydroseeding are as follows:

1. Apply slurry mixture over designated areas at a rate of 6,000 gallons per acre.
2. Apply seed uniformly by hydroseeding method.
3. Application rates for hydroseeding:
 - a. Fertilizer: 75 lbs per 1000 gallons of slurry mix.
 - b. Type Hydraulic Mulch Type B2: 350 lbs per 1,000 gallons of slurry mix.
 - c. Water: 875 gallons per 1,000 gallons of slurry mix.
4. Work shall consist of establishing perennial ground cover by using hydroseeder to hydraulically apply seed, water, fertilizer, and type hydraulic mulch in one operation.
5. This item is in accordance with MnDOT Standard Specification 2575.3M – Rapid Stabilization Method with the following exceptions:
 - a. The specified seed mixture, mixture 22-111, is not to be used for permanent stabilization. Contractor shall use seed mixture 25-141 in accordance with MnDOT 3876.

- b. Work shall be completed within 7 days of final grading.
6. Apply seed at a rate specified under MnDOT 3876, according to the specified seed mixture.

38. **Restoration:** Contractor shall restore all adjoining properties to the Engineer's satisfaction. Contractor shall work with adjoining property owners and the City in protecting and minimizing any damage to adjoining landscaping, sprinkler systems, invisible pet fencing or other property. Indiscriminant damage to such systems shall obligate Contractor to replace such systems at its cost.

39. **Procedures in the Event of a Sewage Spill:** In the event of a sewage release, Contractor shall immediately notify the State of Minnesota Duty Officer at the Department of Public Safety at 651.649.5451 and the City Engineer at 763.593.8030.

The Duty Officer will instruct Contractor on any further notification procedures. Contractor shall also take immediate action to prevent sewage from entering any water body or storm sewer by directing any such sewage flow into the existing sanitary sewer system.

EXHIBIT C
WELCOME AVENUE SANITARY SEWER EXTENSION PLANS

CONVENTIONAL SIGNS

SECTION LINE	---
QUARTER LINE	----
SIXTEENTH LINE	-----
PRESENT RIGHT OF WAY	=====
PROPOSED RIGHT OF WAY	=====
PROPERTY LINE	-----
VACATED PLATTED PROPERTY	-----
CORPORATE OR CITY LIMITS	=====
RETAINING WALL	
RAILROAD	=====
RAILROAD RIGHT OF WAY	=====
DRAINAGE DITCH	-----
ELECTRIC POWER LINE	-----
TELEPHONE LINE	-----
JOINT TELEPHONE & POWER CONDUIT	-----
TELEPHONE CABLE - AERIAL	T-OH
TELEPHONE CABLE - UNDERGROUND	T-B
POWER CABLE UNDERGROUND	P
GAS MAIN	G
CULVERT	-----
DROP INLET	-----
GUARD RAIL	-----
BARBED WIRE FENCE	-----
WOVEN WIRE FENCE	-----
CHAIN LINK FENCE	-----
HEDGE	-----
WATER PIPE	-----
SANITARY SEWER PIPE	-----
STORM SEWER PIPE	-----
MARSH	-----
TREE	○
BUSH	○
SANITARY MANHOLE	○
STORM MANHOLE	○
CATCH BASIN	○
FIRE HYDRANT	○
STREET LIGHT	○
RAILROAD CROSSING SIGN	○
OVERPASS	-----
UNDERPASS	-----
BRIDGE	-----
IRON PIPE	-----
MONUMENT	-----
SPRINKLER	-----
SOIL BORING	-----

HORIZONTAL GRAPHIC SCALE



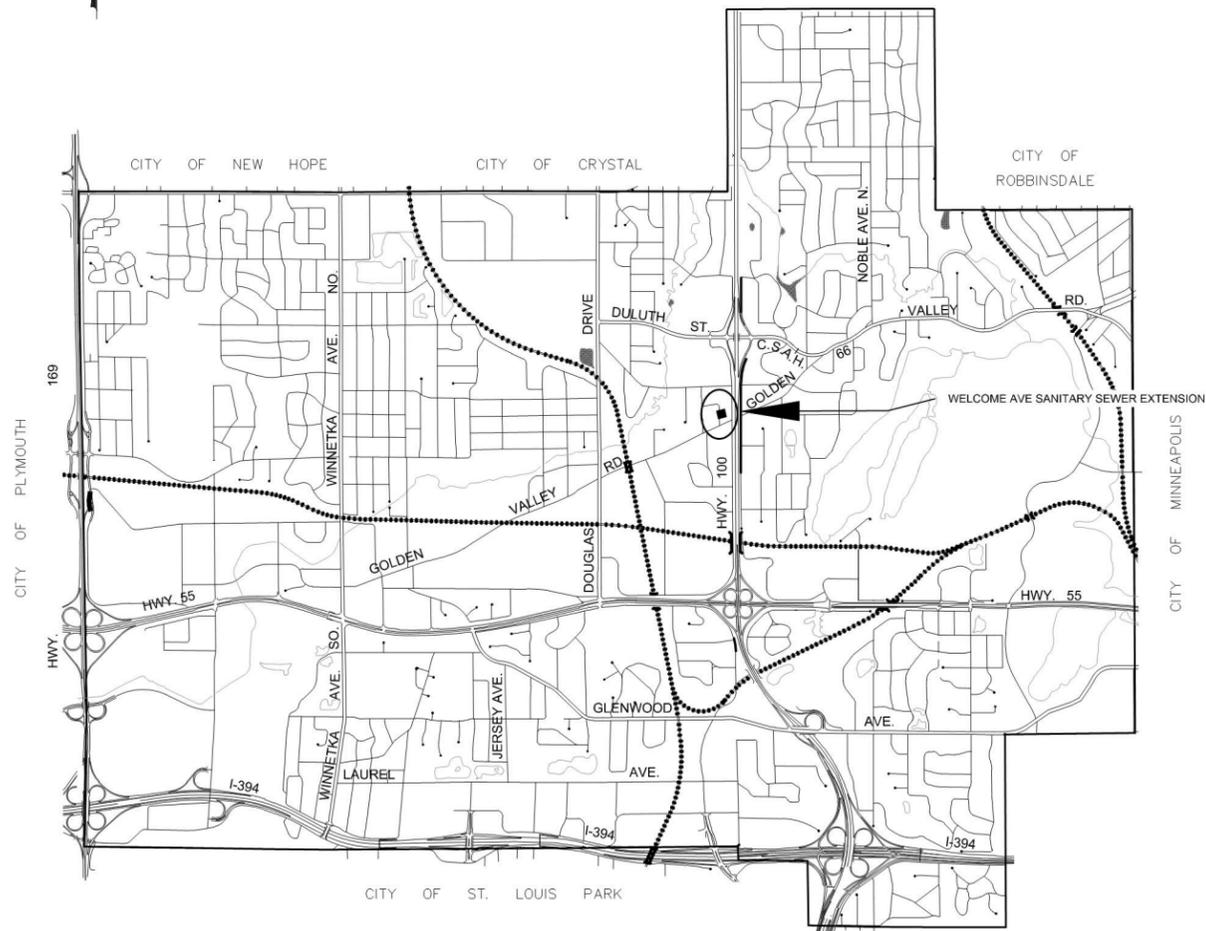
GOLDEN VALLEY, MINNESOTA
2020 WELCOME AVE SANITARY SEWER EXTENSION
CONSTRUCTION PLANS FOR

INSTALL SANITARY SEWER MAIN, MANHOLES AND
CONNECT TO EXISTING PIPE. REPAIR STREET, CURB AND
GUTTER AND RESTORE TURF AREA

CITY PROJECT NO. 19-23

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	STATEMENT OF ESTIMATED QUANTITIES
3-4	STANDARD DETAILS
5	TYPICAL SECTION
6	CONSTRUCTION PLANS



THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-2, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

- GOVERNING SPECIFICATIONS -

THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

STANDARD UTILITIES SPECIFICATION FOR WATERMAIN AND SERVICE LINE INSTALLATION AND SANITARY AND STORM SEWER INSTALLATION BY CITY ENGINEERS ASSOCIATION OF MINNESOTA (2014 EDITION)

NOTE: LOCATION OF EXISTING UTILITIES IS APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING GOPHER ONE CALL SYSTEM (1-800-252-1166) FOR ACTUAL LOCATIONS BEFORE DIGGING.

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE MMUTCD, INCLUDING FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS, 2018.

ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITH, IN THE CONSTRUCTION OF THIS PROJECT.

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

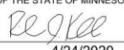
JEFF OLIVER, GOLDEN VALLEY CITY ENGINEER
DATE _____ REGISTRATION NO. 23110

WELCOME AVE SANITARY SEWER EASEMENT

STATEMENT OF ESTIMATED QUANTITIES				
				BASE BID
				WELCOME SAN SEWER
SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED BID TOTALS	ESTIMATED QUANTITY
2021.501	MOBILIZATION	LUMP SUM	1	1
2101.524	CLEARING	TREE	1	1
2101.524	GRUBBING	TREE	1	1
2104.503	REMOVE CONCRETE CURB & GUTTER	LF	50	50
2104.504	REMOVE BITUMINOUS PAVEMENT (FULL DEPTH)	SY	69	69
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LF	50	50
2104.604	REMOVE SANITARY SERVICE PIPE	LF	178	178
2123.610	STREET SWEEPING (W/PICKUP BROOM)	DAY	5	5
2211.501	AGGREGATE BASE, CLASS 5	TON	24	24
2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	3	3
2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,C)	TON	6.25	6.25
2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (2,C)	TON	12.5	12.5
2451.609	CRUSHED ROCK FOR STABILIZATION	TON	2	2
2451.609	PIPE BEDDING MATERIAL	TON	10	10
2503.511	8" PVC PIPE SEWER, SDR 26	LF	53	53
2503.511	4" PVC PIPE SEWER, SDR 26 (2 SERVICES) BENDS INCLUDED WITH PRICE	LF	88	88
2503.511	4" PVC PIPE SEWER, CLEANOUT ASSEMBLY	EACH	2	2
2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	1	1
2503.602	CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	2	2
2503.602	8"x4" PVC WYE	EACH	1	1
2506.516	F & I CASTING ASSEMBLY (NEENAH R-1733)	EACH	2	2
2506.602	F & I CASTING ASSEMBLY (MCDONALD 74M "A" SERIES)	EACH	2	2
2506.602	CONSTRUCT MANHOLE STRUCTURE DES 48-4020	EACH	2	2
2531.503	CONCRETE CURB & GUTTER DESIGN B618	LF	50	50
2563.601	TRAFFIC CONTROL	LUMP SUM	1	1
2573.502	SILT FENCE, TYPE MACHINE SLICED	LF	200	200
2575.604	HYDROSEEDING,(INCLUDING 4" TOPSOIL, SEED & TYPE HYDRAULIC MULCH)	SY	222	222

DRAWN BY:					
DESIGNER:					
CHECKED BY:					
DESIGN TEAM	NO.	BY	DATE	REVISIONS	

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

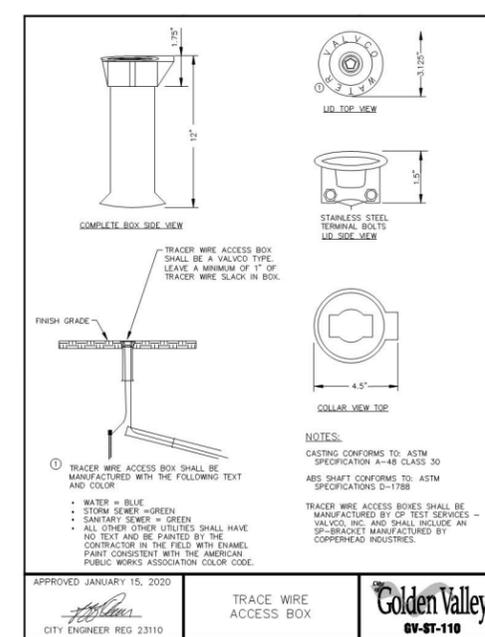
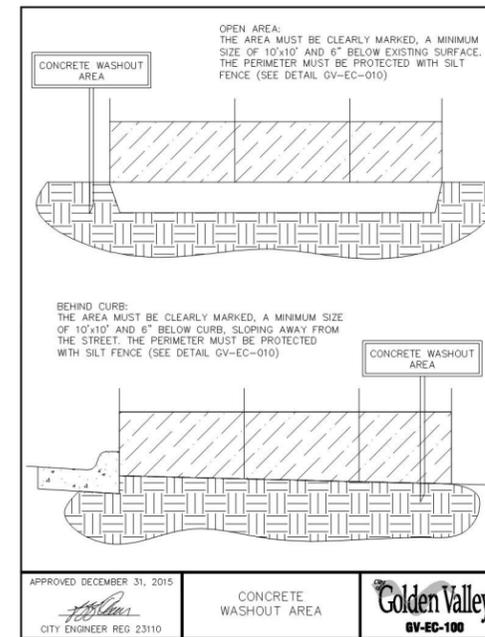
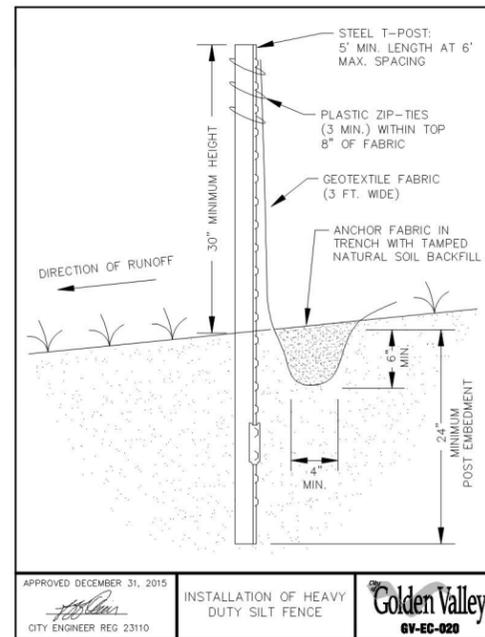
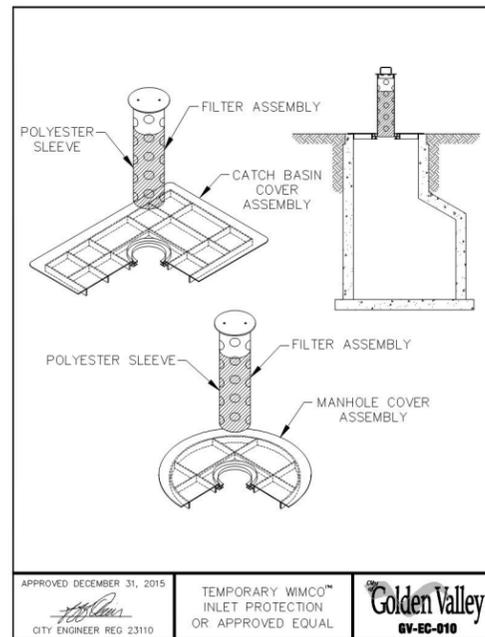
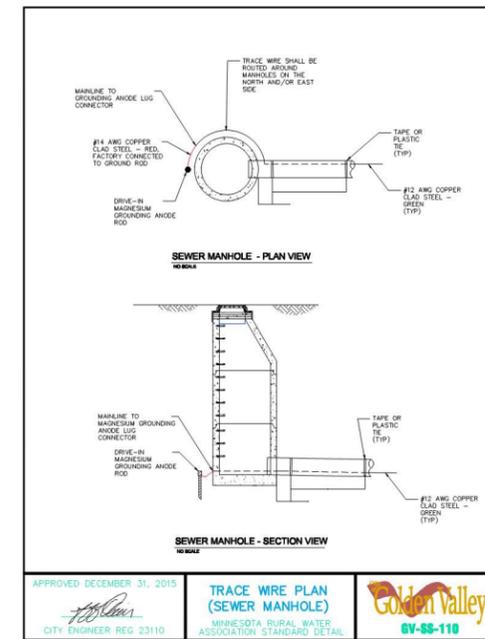
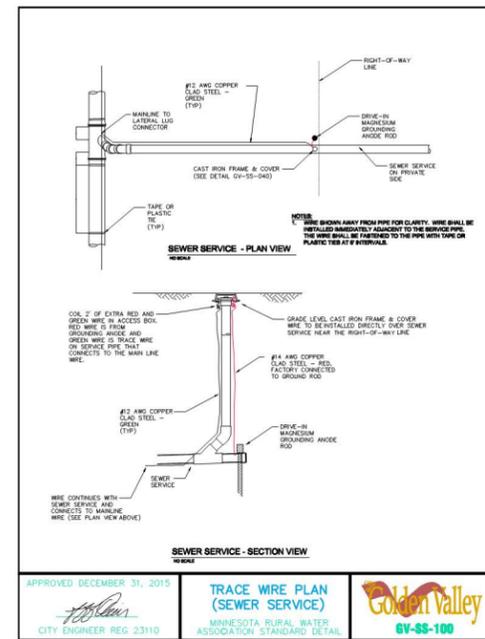
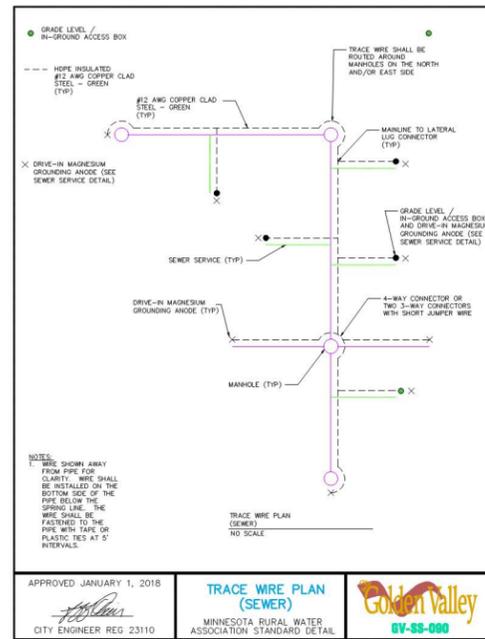
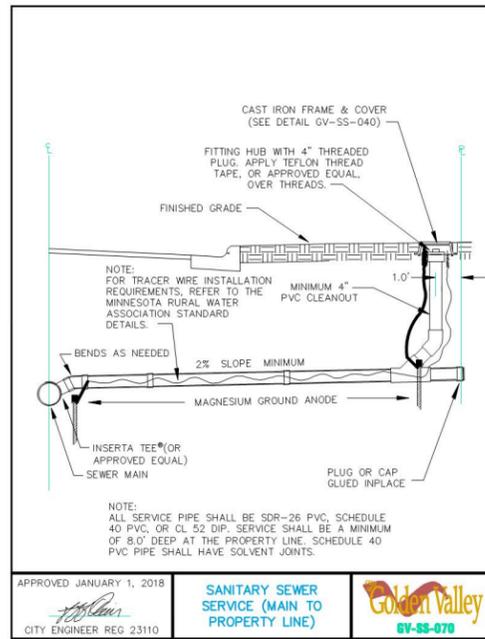

 Richard J. Kakach, PE
 Date: 4/24/2020 Lic. No. 55493

**GOLDEN VALLEY, MN
WELCOME AVE N**

**WELCOME AVE N
SANITARY SEWER**

SHEET 2

WELCOME AVE SANITARY SEWER EASEMENT



DRAWN BY:					
DESIGNER:					
CHECKED BY:					
DESIGN TEAM	NO.	BY	DATE	REVISIONS	

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

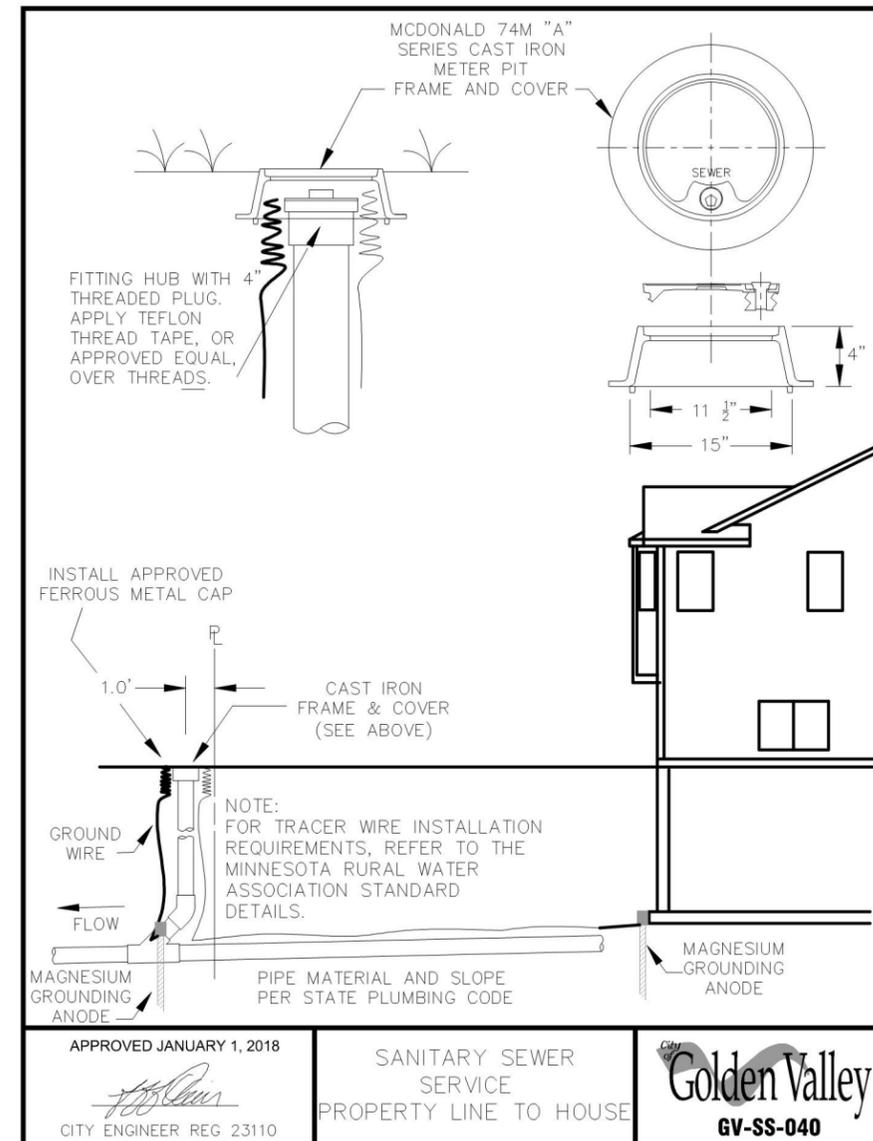
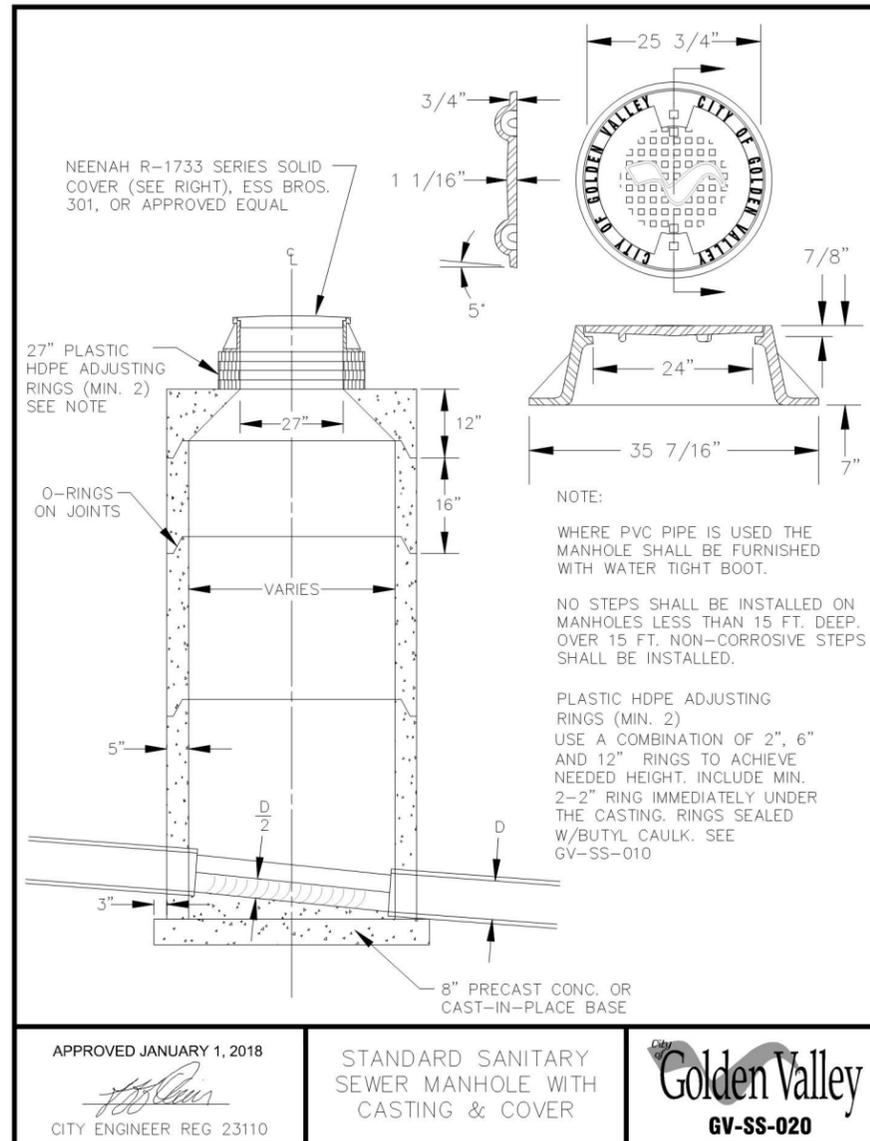
Richard J. Kakach, PE
Date: 4/24/2020 Lic. No. 55493

**GOLDEN VALLEY, MN
WELCOME AVE N**

**WELCOME AVE N
SANITARY SEWER**

SHEET 3

WELCOME AVE SANITARY SEWER EASEMENT



DRAWN BY:				
DESIGNER:				
CHECKED BY:				
DESIGN TEAM	NO.	BY	DATE	REVISIONS

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

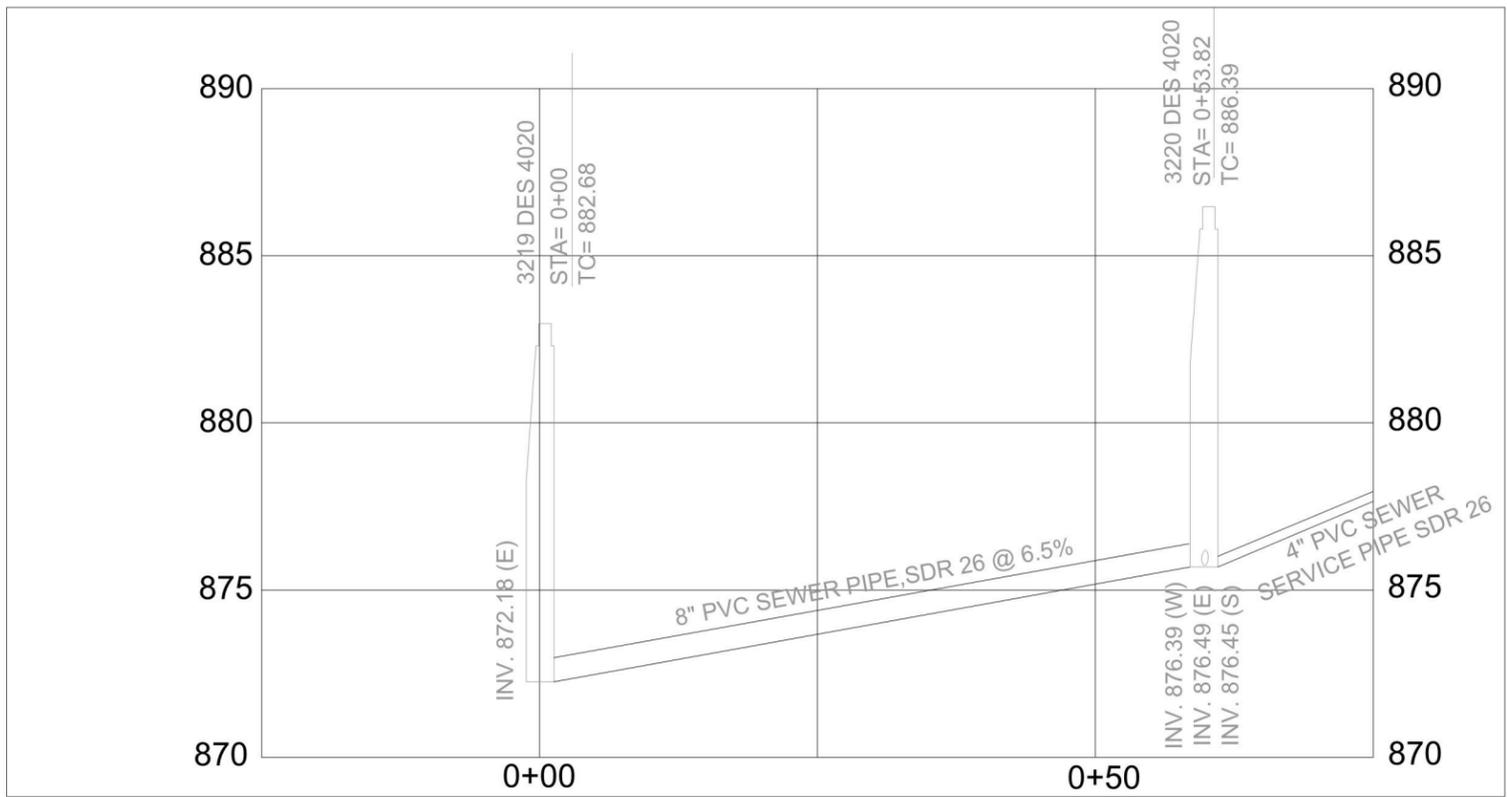
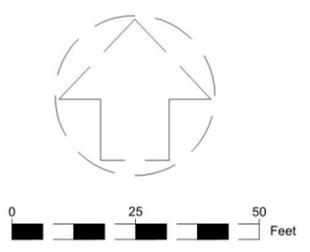
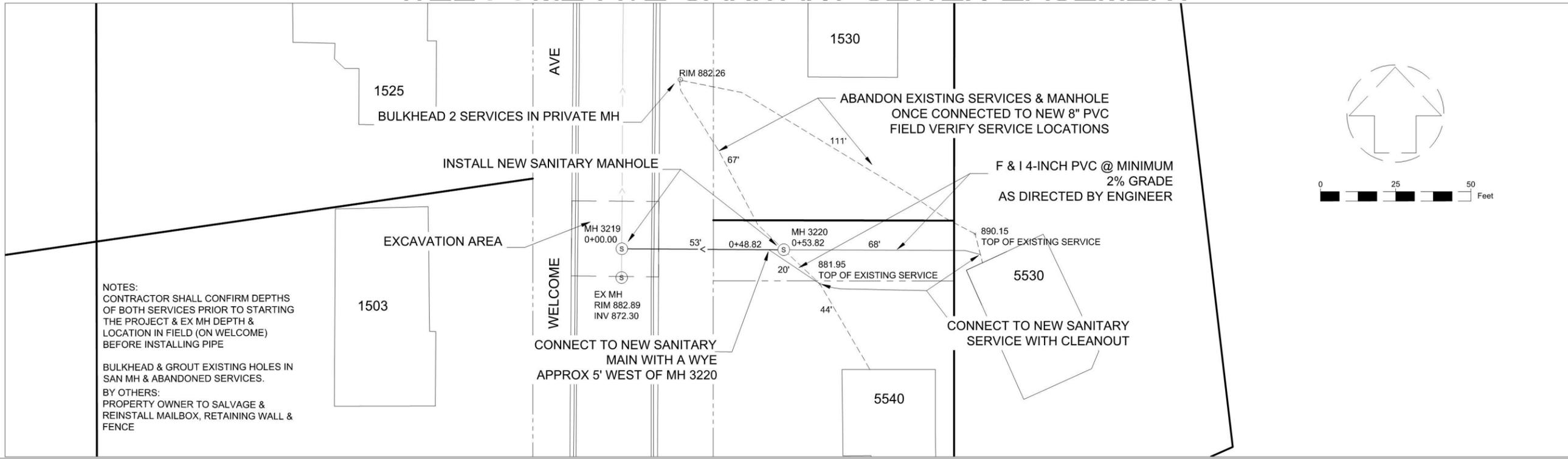
Date: 4/24/2020 Richard J. Kakach, PE
Lic. No. 55493

GOLDEN VALLEY, MN
WELCOME AVE N

WELCOME AVE N
SANITARY SEWER

SHEET 4

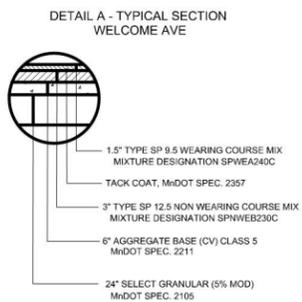
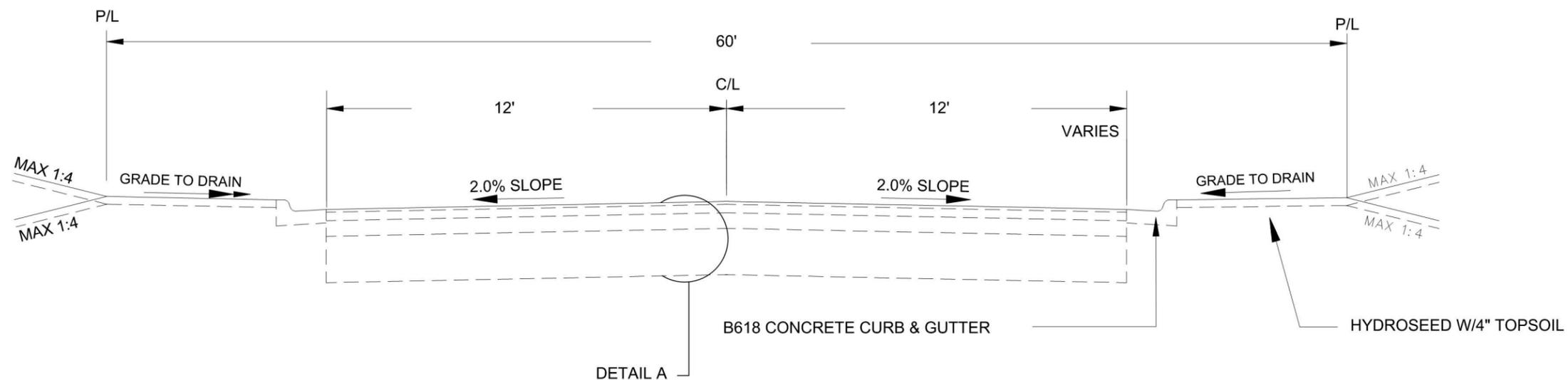
WELCOME AVE SANITARY SEWER EASEMENT



WELCOME AVE SANITARY SEWER EASEMENT

TYPICAL STREET SECTION

WELCOME AVE



BASIS FOR DESIGN	
AGGREGATE BASE - COMPACTED DRY DENSITY	3,780 LBS / CUBIC YARD
PLANT MIXED BITUMINOUS WEARING COURSE MIXTURE TYPE SP 9.5	120 LBS / SY / IN
PLANT MIXED BITUMINOUS NON-WEAR MIXTURE TYPE SP 12.5	120 LBS / SY / IN
BITUMINOUS MATERIAL FOR TACK COAT	0.05 GAL / SY

THESE STANDARD PLATES AS APPROVED BY
MNDOT SHALL APPLY

401GH	CONCRETE SHORT CONE & ADJUSTING RING (SECTIONAL CONCRETE)
402UJ	MANHOLE OR CATCH BASIN COVER
410D	RING CASTING FOR MANHOLE OR CATCH BASIN
410F	COVER CASTING FOR MANHOLE
710GH	CONCRETE CURB AND GUTTER
710ZJ	CONCRETE CURB AND GUTTER

DRAWN BY:				
DESIGNER:				
CHECKED BY:				
DESIGN TEAM	NO.	BY	DATE	REVISIONS

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Richard J. Kakach
Richard J. Kakach, PE
Date: 4/24/2020 Lic. No. 55493

GOLDEN VALLEY, MN
WELCOME AVE N

WELCOME AVE N
SANITARY SEWER

SHEET 6

EXHIBIT D
PROPOSAL FORM

In accordance with the Advertisement for Bids of the City of Golden Valley, inviting proposals in conformity with the plans and specifications on file in the office of the City Engineer, City of Golden Valley, Minnesota, the undersigned hereby certifies that an examination has been made of the Specifications and the Plans, and the site of the work, and hereby proposes to furnish all necessary machinery, equipment, tools, labor and other means of construction and to furnish all materials specified in the manner and at the time prescribed; and understands that the quantities of work shown herein are approximate only and are subject to increase or decrease; and further understands that all quantities of work, whether increased or decreased, are to be performed at the following unit prices:

CITY OF GOLDEN VALLEY

CITY PROJECT NO. 20-01
 BRIAN WACHHOLZ
 952-292-4374



Line #	Description	UNIT	EST QTY.	BID UNIT PRICE	BID PRICE
1	MOBILIZATION	LS	1	5,000.00	\$5,000.00
2	CLEARING	TREE	1	250.00	\$250.00
3	GRUBBING	TREE	1	250.00	\$250.00
4	REMOVE CURB & GUTTER	LF	50	6.00	\$300.00
5	REMOVE BITUMINOUS PAVEMENT	SY	69	6.00	\$414.00
6	SAWING BIT PAVEMENT	LF	50	5.00	\$250.00
7	STREET SWEEPING	DAY	5	75.00	\$375.00
9	aggregate base, class 5	ton	24	50.00	\$1,200.00
10	BITUMINOUS MATERIAL FOR TACK COAT	GAL	3	20.00	\$60.00
11	TYPE SP 9.5 BIT MIXTURE FOR PATCHING	TON	6.25	225.00	\$1,406.25
12	type sp 12.5 non wear course mix (2,c)	ton	12.5	225.00	\$2,812.50
13	CRUSHED ROCK FOR STABILIZATION	TON	2	80.00	\$160.00
14	PIPE BEDDING MATERIAL	TON	10	14.00	\$140.00
15	8" PVC PIPE SEWER. SDR 26	LF	55	72.00	\$3,960.00
16	4" PVC PIPE SEWER SDR 26 (2 services)	LF	85	51.00	\$4,335.00
17	4" PVC PIPE DRAIN CLEANOUT	EACH	0	300.00	\$0.00
18	CONNECT TO EXISTING SANITARY	EACH	1	1,500.00	\$1,500.00
19	CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	2	400.00	\$800.00
20	F & I CASTING ASSEMBLY R-1733	EACH	1	850.00	\$850.00
21	F & I CASTING MCDONALD 74M	EACH	0	350.00	\$0.00
22	CONSTRUCT MANHOLE STRUCTURE	EACH	1	4,600.00	\$4,600.00
23	CONCRETE CURB AND GUTTER B618	LF	50	60.00	\$3,000.00
24	TRAFFIC CONTROL	LS	1	1,500.00	\$1,500.00
25	SILT FENCE	LF	200	11.50	\$2,300.00
26	HYDRO SEEDING	SY	222	5.00	\$1,110.00
	SELECT GRANULAR BORROW (5% MON)	TON	100	14.00	\$1,400.00
					\$37,972.75

Quantity changed in red

EXHIBIT E
RESPONSIBLE CONTRACTOR CERTIFICATION FORM

CITY OF GOLDEN VALLEY
RESPONSIBLE CONTRACTOR CERTIFICATE
Applies to all prime contracts in excess of \$50,000

A responsible contractor is defined in Minnesota Statutes §16C.285, subdivision 3.

Any prime contractor or subcontractor who does not meet the minimum criteria under Minnesota Statutes §16C.285, subdivision 3, or who fails to verify that it meets those criteria, is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract for the project and may result in termination of a contract awarded to a prime contractor or subcontractor that makes a false statement.

Before execution of a construction contract, a prime contractor shall submit a verification under oath confirming that all subcontractors that the prime contractor intends to use to perform the project work have verified to the prime contractor, through a signed statement under oath by an owner or officer, that they meet the minimum criteria for a responsible contract.

By signing this statement, I, Ross Schneider (typed or printed name),
President (title) certify that I am an owner or officer of the company and do verify under oath that my company is in compliance with each of the minimum criteria listed in the law.

Schneider Excavating & Grading, Inc.

(name of the person, partnership or corporation submitting this proposal)

405 S. Central Ave NYA, MN 55307

PO Box 814
(business address)

Signed:

[Signature]
(bidder or authorized representative)

5/8/2020
Date



EXECUTIVE SUMMARY

Physical Development

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

Golden Valley City Council Meeting

June 16, 2020

Agenda Item

3. E. 2. Authorize Limited Use Permit with Three Rivers Park District for Permitting Land Usage on the Trunk Highway 100 Pedestrian Bridge

Prepared By

Jeff Oliver, City Engineer

R.J. Kakach, Assistant City Engineer

Summary

In December of 2019, the City Council approved two agreements relating to the ownership of the Trunk Highway 100 (TH 100) pedestrian bridge near Briarwood Nature Area. The agreements transferred the ownership of the pedestrian bridge from the Cities of Golden Valley and Crystal to Three Rivers Park District. Shortly after the agreements were approved, it was determined that the eastern leg of the bridge was located in Golden Valley right-of-way as opposed to MNDOT right-of-way. The right-of-way was originally owned by MNDOT as part of the construction of TH 100, but was transferred to Golden Valley in 2014. Therefore, Three Rivers Park District would require a limited use permit for ownership of a structure located in Golden Valley right-of-way.

The Limited Use Permit with Three Rivers Park District would have been packaged with the two ownership agreements in December of 2019 for approval had the right-of-way title been determined at that time. Instead, the permit is brought to Council for approval as the final part of the bridge ownership transfer to Three Rivers Park District.

Financial Or Budget Considerations

None

Recommended Action

Motion to authorize the Mayor and City Manager to execute a Limited Use Permit with Three Rivers Park District for Permitting Land Usage on the Trunk Highway 100 Pedestrian Bridge.

Supporting Documents

- Public Trailway Limited Use Permit (6 pages)

**PUBLIC TRAILWAY
LIMITED USE PERMIT**

This Public Trailway Limited Use Permit (this "Permit"), made this ____ day of June, 2020, by the City of Golden Valley, a Minnesota municipal corporation ("Grantor") to Three Rivers Park District, a political subdivision of the State of Minnesota, Hennepin County, Minnesota ("Grantee").

RECITALS

WHEREAS, Grantor and Grantee entered into a Bridge Conveyance Agreement ("Agreement") for a pedestrian bridge over Trunk Highway 100 for the Bassett Creek Regional Trail (the "Trail"); and

WHEREAS, Grantor has legal authority to construct, maintain and operate sidewalks, trails, and other such public ways within the area described and depicted on the attached Exhibit A (the "Permit Area"); and

WHEREAS, Grantor wishes to convey to Grantee this Permit and Grantee wishes to accept this Permit according to the terms and conditions contained herein for the purpose of permitting construction, maintenance, and operation of the Trail within the Permit Area.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

TERMS OF PERMIT

- 1.) Grant of Permit. Grantor grants to Grantee a limited use permit to locate, install, construct, reconstruct, operate, maintain, inspect, alter and repair the Trail for public use within the Permit Area. This Permit shall not convey ownership of lands within the Permit Area to Grantee. This Permit shall be non-exclusive; provided, however, any other permits issued within the Permit Area shall be subject to and subordinate to, and shall not interfere with, this Permit without Grantee's written consent. Notwithstanding the foregoing, Grantor may erect improvements or infrastructure owned by Grantor within the Permit area without Grantee's consent, provided Grantor gives advance notice to Grantee and Grantor's improvements do not interfere with Grantee's use of the Permit Area.
- 2.) Scope of Permit. This Permit includes the right of Grantee, its contractor, agents, and employees to locate, install, construct, reconstruct, operate, maintain, inspect, alter and repair any of the following facilities and amenities within the Permit Area: public sidewalk or trail, trail signage, informational kiosks, benches, bike racks, fences, trail bridges/tunnels, and any other trail related structure (the "Improvements"). All such Improvements shall be located within the Permit Area and no expansion beyond the Permit Area shall be allowed without separate written permission from Grantor. Grantee's use of the Permit Area shall not interfere with or obstruct Grantor's use of its adjacent property or right-of-way.
- 3.) Term. This Permit shall be permanent and irrevocable, except that if the Minnesota Department of Transportation revokes or declines to renew the Limited Use Permit for the pedestrian bridge adjacent to the Permit Area, either party may terminate this Permit after one year's written notice to the other party.

- 4.) Obstructions. Grantee shall at all times have the right to keep the Permit Area clear of all buildings, structures, fences, trees, shrubbery, undergrowth, roots and other obstructions that may interfere with or endanger usage of the Improvements. Grantee shall defend and indemnify Grantor against any claims, losses and expenses, including reasonable attorneys' fees, arising from any actions of the Grantee to clear the Permit Area.
- 5.) Trail Use and Purposes. This Permit is for public trailway purposes only. The Trail and all Improvements shall be open to the general public, and the Trail shall be used exclusively for outdoor recreation and commuting including but not limited to walking, jogging, skating, biking, and uses allowed under State and Federal law including, but not limited to, other personal driven mobility devices (OPDMD's) and electric personal assistive devices. In addition, motor vehicles used for maintenance, law enforcement or other public uses will be permitted within the Permit Area.
- 6.) Loss of Property Rights. Grantor shall defend and indemnify Grantee against any loss of, or interruption to the contiguity of the Trail caused by Grantor, and, further shall, at its own expense, take all necessary action, including, but not limited to, the use of eminent domain to secure a continuous and contiguous trail corridor within the Permit Area. These obligations of Grantor may be specifically enforced by Grantee and further all costs of such enforcement, including reasonable attorney's fees, shall be paid by Grantor.
- 7.) Construction, Repair, and Maintenance. Any and all construction, repair, and maintenance of the Trail shall be provided by Grantee at Grantee's sole cost and expense, including, but not limited to, plowing and removal of snow and installation and removal of regulatory signs.

[Remainder of page intentionally blank. Signature pages follow.]

In witness whereof, the said parties have caused this instrument to be executed on the date and year first written above.

CITY OF GOLDEN VALLEY

Shepard M. Harris, Mayor

Timothy J. Cruikshank, City Manager

THREE RIVERS PARK DISTRICT, a
public corporation and political subdivision
of the State of Minnesota

Its Chair—Board of Commissioners

Its Superintendent and Secretary
to the Board

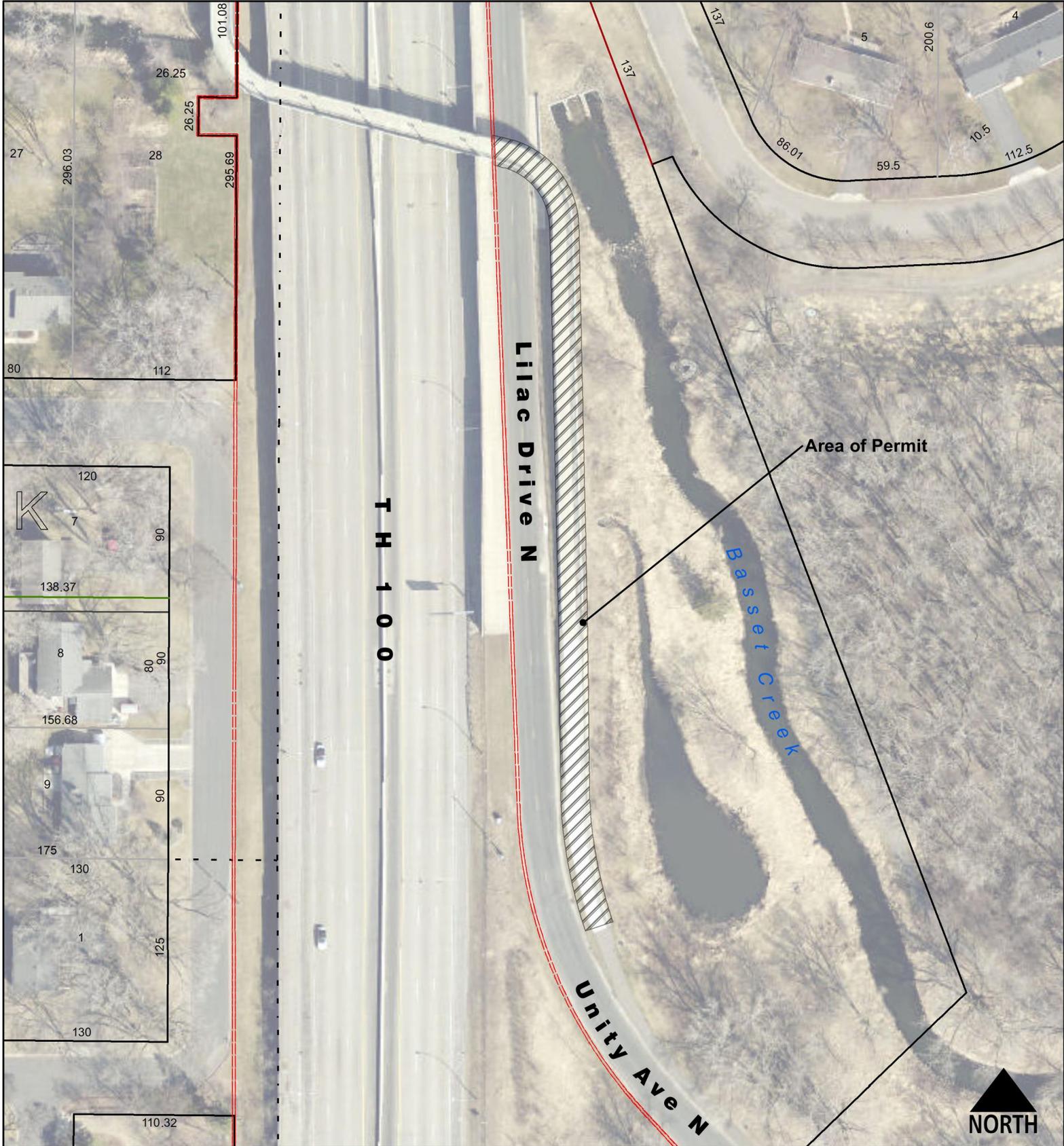
This instrument drafted by:
Eric J. Quiring
Three Rivers Park District
3000 Xenium Lane North
Plymouth, MN 55441

Exhibit A
Description and Depiction of Permit Area

The area of the limited use permit is located in the southwest quarter of Section 7, Township 29, Range 24, in the City of Golden Valley, Hennepin County, Minnesota; and is south of Dawnview Terrace, east of the east Trunk Highway 100 Frontage Road, also known as Lilac Drive; and south and west of Bassett Creek as it flows out of the culverts under Trunk Highway 100.

Trailway Permit Exhibit A

Bassett Creek Regional Trail
Lilac Drive Right Of Way · City of Golden Valley





EXECUTIVE SUMMARY

Physical Development

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

Golden Valley City Council Meeting

June 16, 2020

Agenda Item

3. E. 3. Approve Emergency Repairs to Winnetka Avenue Storm Sewer Crossing at Knoll Street

Prepared By

Jeff Oliver, City Engineer

R.J. Kakach, Assistant City Engineer

Summary

CenterPoint Energy is currently replacing its trunk beltline gas main on Winnetka Avenue between 10th Avenue and Medicine Lake Road. While removing pavement along this stretch of roadway, crews noticed a small sink hole adjacent to a catch basin near the Winnetka Avenue intersection with Knoll Street.

Staff performed a CCTV inspection of the storm sewer line that crosses Winnetka Avenue at Knoll Street. This inspection showed significant deterioration of the pipe bottom within the storm sewer that could result in collapse of the pipe. Therefore, staff has determined that emergency repairs are needed on the storm sewer crossing of Winnetka Avenue at Knoll Street. The extent of the emergency repairs may change based upon investigation of the pipe that is ongoing.

Staff is working with the County to determine ownership and maintenance of this storm sewer pipe. The pipe was installed in 1960, well before any formal maintenance agreements were in place, and while there is some uncertainty surrounding the ownership and maintenance responsibilities, both agencies are working together towards a solution.

Without immediate action to rehabilitate the pipe, there is a very high risk of pipe failure in the near future, including during installation of the beltline gas main performed by CenterPoint Energy. Staff is currently working to determine the full extent of the problem and obtain quotes for this repair and will have a contract available for council consideration at the June 16, 2020 council meeting.

Financial Or Budget Considerations

Staff has determined that a separate City contract with a to be determined contractor, is the appropriate procedure for performing the emergency work. With the information currently available, staff expects the cost of the emergency storm sewer repair to be \$50,000 or less. Funding will be provided from the Storm Sewer Utility Fund – 7301.6440 (Maintenance).

Recommended Action

Motion to approve contract with approved contractor to perform the emergency repairs to the storm sewer crossing on Winnetka at Knoll Street.

Supporting Documents

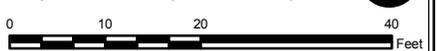
- Location Map (1 page)
- Emergency Contract (19 pages)



Winnetka & Knoll Failed Storm Sewer

Disclaimer: This is not a legal certificate of survey.

Sources: Print Date: 6/12/2020
-Hennepin County Surveyors Office for Property Lines (2020) & Aerial Photography (2018).
-MnDNR for 2-Foot Contours (2011)
-City of Golden Valley for all other layers.



CONTRACT FOR STORM WATER REPAIRS WITH _____

THIS AGREEMENT is made this ___ day of _____, 2020 (the "Effective Date") by and between _____, a _____ located at _____ ("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 excavating to repair and replace storm water conveyance infrastructure.
- B. The City desires to hire Contractor to repair or replace storm water conveyance infrastructure.
- 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.** The 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 to notify the City in writing of any cause of delay of the Work within 24 hours after such cause of delay arises. If Contractor fails to complete the Work by the Contract Time, the City may immediately, or at any time thereafter, proceed to complete the Work at the Contractor's expense. If Contractor gives written notice of a delay over which Contractor has no control, the City may, at its discretion, extend the Contract Time.
3. **Consideration.** In consideration of the performance of the Work, the City shall pay to Contractor the amount set forth herein **Exhibit D** (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 plans and specifications of this Agreement. Any such work or materials furnished by Contractor without written City approval shall be at Contractor's own risk and expense. Contractor shall perform any altered plans ordered by the City; if such alteration reduces the cost of doing such work, the actual amount of such reduction shall be deducted from the contract price for the Work.

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

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

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

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

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

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

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

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

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

9. **Acceptance of the Work.** All of the Contractor's work and labor shall be subject to the inspection and approval of the City. If any materials or labor are rejected by the City as defective or unsuitable, then the materials shall be removed and replaced with other approved materials and the labor shall be done

to the satisfaction and approval of the City at the Contractor's sole cost and expense. Contractor shall replace at Contractor's expense any loss or damage to the Work, however caused, which occurs during the construction thereof or prior to the final delivery to and acceptance of the Work by the City. Any payment made to Contractor, shall not be construed as operating to relieve Contractor from responsibility for the construction and delivery of Work. Acceptance of the completed Work shall be evidenced only by Final Payment (the "Final Payment") issued by the City, which shall state the date on which the City accepts the completed Work (the "Final Completion Date").

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

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

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

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

12. **Termination.** This Agreement shall remain in force and effect commencing from the effective date and continuing until the completion of all of the parties' obligations hereunder, unless terminated

by the City or amended pursuant to the Agreement. Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:

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

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

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

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

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

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

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

- a. Worker's Compensation Insurance as required by Minnesota Statutes, section 176.181;

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

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

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

19. **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 _____, 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

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. **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.

35. **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.

36. **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.

37. **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.

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 repair or replace storm water conveyance infrastructure that includes arched or round reinforced concrete pipe, catch basins, castings, and other components. The Work shall include, but not limited to, excavation; removal and disposal of old reinforced concrete pipe, catch basins, and casting; installation of new reinforced concrete pipe, catch basins, and casting; and backfill and compact the excavated trench. The City shall furnish new reinforced concrete pipe, catch basins, and casting. Each excavation of reinforced concrete pipe, catch basins, and casting may include supplemental work and restoration as follows:

A. Street Repair

Saw-cut, removal, and replacement of bituminous per City of Golden Valley Standard Details herein **Exhibit C**. Installation of 6 inches of Class 5, 7½ inches of Type SP 12.5 Non-Wearing Course (2,C), and 1.5 inches of Type SP 9.5 Wearing Course Mix (2,C).

B. Curb Repair

Saw-cut, removal, and replacement of concrete curb and gutter per City of Golden Valley Standard Details herein **Exhibit C**. Installation of 4 inches of Class 5 below concrete areas. Sod repair behind removed concrete per specifications herein **Exhibit B**, Section 16.

C. Sidewalk/Concrete Repair

Saw-cut, removal, and replacement of concrete sidewalk and/or driveway, including truncated domes at existing pedestrian ramps, per City of Golden Valley Standard Details herein **Exhibit C**. Installation of 4 inches of Class 5 below concrete areas. Sod repair behind removed concrete per specifications herein **Exhibit B**, Section 16.

2. **Schedule.** Contractor shall complete the Work before CenterPoint Energy has commenced the Winnetka Avenue 24" Gas BeltLine Project.

3. **Location.** The Location Maps herein **Exhibit A** identifies the location of each repair.



Storm Pipe in Poor Condition

Sinkhole

Winnetka Ave N

Knoll St



Winnetka & Knoll Failed Storm Sewer

Disclaimer: This is not a legal certificate of survey.

Sources: Print Date: 6/12/2020
 -Hennepin County Surveyors Office for Property Lines (2020) & Aerial Photography (2018).
 -MnDNR for 2-Foot Contours (2011)
 -City of Golden Valley for all other layers.




EXHIBIT B
SPECIAL CONDITIONS

1. **Responsible Contractor Certification.** Contractor and subcontractor(s) shall be a “responsible contractor” as defined in Minnesota Statutes §16C.285, subdivision 3. Contractor or subcontractor(s) that do not meet the minimum criteria established in Minnesota Statutes §16C.285, subdivision 3, or who fails to verify compliance with the minimum requirements, will not be a “responsible contractor” and will be ineligible to perform the Work. Contractor and subcontractor(s) are that make a false statement verifying compliance with any of the minimum criteria shall result in the termination of this Agreement.
2. **Pre-Construction Meeting.** Prior to the beginning of construction operations, a pre-construction meeting shall be held, and shall be attended by the authorized representatives of the City and persons of the contracting company who will have direct responsibility for workmanship and/or materials used on the project. The conference will disclose all aspects for execution and schedule of the Work. Agreement on any and all questionable measurements, materials, methods or other matters shall be made at this conference. Contractor shall submit the following at the pre-construction meeting:

 - A. Critical path phasing plan and schedule, which details all controlling operations. This shall be submitted a minimum of three (3) days before the pre-construction meeting.
 - B. General project contact information including emergency contacts.
 - C. Traffic Control plan.
3. **Safety Precautions and Accident Prevention.** The Contractor shall observe and comply with all requirements to the safety of the workforce to be employed on the project. Contractor shall comply with all safety measures recommended and required by any governmental agency, including the Department of Labor and Industry, Division of Accident Prevention of the Industrial Commission of Minnesota, and with the requirements of the Workmen's Compensation Act and any amendments thereof. Attention is called to the other paragraphs of these Special Conditions covering safety precautions and accident prevention. The Contractor shall be responsible for all safety issues on this project. The Contractor shall comply with instructions from the City for implementing any additional requirements for safety concerns.
4. **Locating Utilities.** Contractor shall obtain field locations or other assistance as may be required to determine the existence and location of gas mains and other private utilities, as well as, public utilities of the City, County or State, which may be underground or overhead within street and highway rights-of-way or within easements and which may be interfered with by the Work prior to the Work. Existing underground, surface or overhead structures are not necessarily shown on the Plans; and those shown are only correct to the level of accuracy permitted by the locations both from field located and record drawings, established by the utility owners. The City does not assume any responsibility for the accuracy of the disclosed locations. Contractor shall be responsible for all verifying all utility location by contacting Gopher State One-Call (651.454.0002) prior to beginning the Work. Contractor shall also make such investigations as are necessary to determine the extent to which existing structures may interfere with the Work. Contractor shall not claim or be entitled to receive compensation for any damages sustained by reason of the inaccuracy of the omission of any of the information

given relative to the surface, overhead or underground structures or by reason of Contractor's failure to properly protect and maintain such structures.

5. **Utility Conflicts.** Contractor shall coordinate its efforts with private utility companies so the Work can be done in a timely manner. Contractor shall schedule or redirect its Work to ensure that utility company relocations, installations, and/or removals do not impede progress of the Work. Contractor waives claims for any and all costs or damages due to alleged delay, disruption, or acceleration; and releases the City from any such claims, to the extent the claim is due to the failure of any private utility with facilities affected by the Work to promptly relocate, remove, or adjust such facilities. It is anticipated that some facilities will be in conflict with the work on this project that Contractor will be expected to guard and protect these facilities. No claims for extra compensation to perform the Work are due to conflicts with in-place utilities shall be considered. Likewise, no claim for delays due to conflicts with in-place utilities shall be considered. (See **Exhibit A**, Section 3 with regard to utility company schedule)

6. **Mobilization (2021).** The lump sum for mobilization is to include all aspects of work and shall include mobilization to all of the areas identified in the Location Maps herein **Exhibit A**.

7. **DOT Compliance.** All of Contractor's drivers performing work for the City must be in compliance with DOT requirements related to holding a Commercial Driver's License (CDL). Contractor shall be responsible for ensuring its own compliance with all applicable DOT regulations and requirements, including but not limited to DOT regulations related to drug testing and the maintenance of drug testing records. Contractor shall indemnify and hold harmless the City for any fines incurred as a result of Contractor's failure to comply with DOT requirements as set forth above. It shall be Contractor's responsibility to comply and provide evidence to the City of DOT compliance upon request.

8. **Hours of Operation.** Work shall occur Monday through Friday from 7:00 a.m. to 7:00 p.m., excluding holidays.

9. **Noise Elimination.** The Contractor shall eliminate noise to as great an extent as possible at all times. Air compressing plants shall be equipped with silencers, and the exhausts of all gasoline motors or other power equipment shall be provided with mufflers approved by the manufacturer.

10. **Care of Work.** All work under this contract shall be accomplished with reasonable care and minimal damage to affected properties. The Contractor shall provide quality cleanup after removal and repair of any damage done by the Contractor's equipment.

11. **Traffic Control and Maintenance (2563).** Contractor shall maintain traffic at all times while performing the Work in accordance with the current Minnesota Manual of Uniform Traffic Control Devices (MMUTCD) Field Manual and its supplements, or as deemed necessary by the Engineer, when the Work occurs on or adjacent to any street, alley or public place. Contractor shall provide, under the traffic control item, all construction signage and traffic control devices for the protection of persons, property and the Work. Contractor shall be responsible for maintaining traffic control devices during the Work. In the event that the City must install additional signs for traffic control for safety purposes, the cost for such measures shall be billed to Contractor or withheld from monies due. The Contractor shall be held responsible for all damaged from failure to protect the work zone.

When single lane traffic is necessary, flagmen must be provided to direct traffic. Contractor shall provide certifications of all flagmen that will be working on this project.

12. **Manual References.** The Specifications which apply to the Work shown in the Plans shall be as follows:
 - A. Special Conditions herein **Exhibit A, B, and C.**
 - B. Standard Utilities Specifications for Watermain and Service Line Installation, Sanitary Sewer and Storm Sewer Installation, and Trench Excavation and Backfill/Surface Restoration, Revised 2013, as prepared by the City Engineers Association of Minnesota (CEAM) and published by the League of Minnesota Cities, St. Paul, Minnesota, except as modified or supplemented in these Special Conditions. The Standard Utilities Specifications are available from the Minnesota Society of Professional Engineers by calling 651.292.8860, or from the CEAM website at <http://ceam.org/>.
 - C. The most current edition of the Minnesota Manual on Uniform Traffic Control Devices and its supplements.
 - D. Division I, 1507 (Utility Property and Service) and Division I, 1512 (Unacceptable and unauthorized work) of the Minnesota Department of Highways Standard Specification for Construction, 2018 Edition and its supplements, shall apply, except as modified or supplemented herein.
 - E. Division II (Construction Details) and Division III (Materials) of the Minnesota Department of Highways Standard Specification for Construction, 2018 Edition and its supplements, shall apply, except as modified or supplemented herein.

13. **Plant Mixed Bituminous (2360).** All bituminous mixtures shall be in conformance with MnDOT Specification 2360, except as modified or supplemented herein. Bituminous mixtures to be used for the Work shall be Super Pave mixtures as shown below.
 - A. Wearing Course: Type SP 9.5 Wearing Course Mix (2,C). All aggregate in this mixture must be virgin, no recycled aggregate.
 - B. Non-wearing Course: Type SP 12.5 Non-Wearing Course (2,C)

14. **Bituminous Patching.**
 - A. Removal - The contractor shall sawcut and remove the pavement areas required to accomplish the Work. The pavement material shall be disposed of outside the corporate limits of the City of Golden Valley. The contractor may only have 3 excavations open at a time, with hole defined as any location where the street surface has been removed and final wear course pavement has not been completed.
 - B. Interim Pavement Restoration - Following backfill of a hole with suitable trench backfill material, contractor shall backfill (6-inch maximum lift thickness) and compact upper section of street with Class 5 aggregate base up to existing top of adjacent bituminous pavement grade. The upper section of the street is defined as the proposed depth of Class 5 aggregate base and bituminous pavement for each specific street. Just prior to pavement restoration operations, contractor shall remove Class 5 aggregate base required in order to pave proposed pavement section.
 - C. Pavement Restoration - MnDOT 2357 Tack Coat shall be CSS-1 or CSS-1h and applied between the bituminous Non-wearing Course (2,C) layer and the 1.5 inches of Type SP 9.5 Wearing Course (2,C) layer. When placing multiple lifts of bituminous in the same day, the prior lift must be allowed to cool to a surface temperature of 180° Fahrenheit or less before applying the next lift. Contractor shall ensure the top surface is closed to the satisfaction of the Engineer. The use of coarse mixtures that

do not close to the Engineer's satisfaction shall not be permitted. Compaction shall be obtained in accordance with MnDOT Specification 2360.3.D.2, Ordinary Compaction.

15. **Additional Pavement Thickness.** A separate bid item has been provided to account for any deviations in the typical 9 inches of bituminous pavement section. The bid item is for additional pavement thickness per inch per Square Yard and shall be compensation in full for all costs relating to the removal and replacement of pavement thickness over 9 inches for any excavation. It is anticipated that additional pavement thickness will be required on Winnetka Avenue, which has an existing bituminous section of approximately 9 inches.

16. **Turf Establishment (2575).** Turf establishment shall be performed in accordance with the Provisions of MnDOT Specification 2575, except as modified herein. Four inches (4") of topsoil meeting the requirements of MnDOT Specification 3877 shall be included in the unit price. The Contractor shall take reasonable measures to ensure topsoil is placed to the thickness required. Topsoil provided shall be free of debris, rocks in excess of one half-inch diameter, large organic material or other materials that do not contribute to plant growth. Evidence of such deleterious materials shall be cause for rejection and replacement at Contractor expense. The unit price bid for sod, including 4" of topsoil, shall be included in the cost of the Work, which includes but is not limited to placing and maintaining the sod for 30 growing days, as per MnDOT Specification 2575.A.26 and to the City's satisfaction.

The Contractor shall also be required to examine the area behind the curb and remove all construction debris, including but not limited to, concrete and asphalt chunks, large stones, cement bags and cardboard fabric rolls. Contractor will not be permitted to use any type of equipment to place topsoil or sod on driveways. Sod placement on this project must be completed within two weeks of the placement of the base course of asphalt. Failure to complete the work in accordance with this requirement may result in the City withholding all monies due until the work is completed.

17. **Measurement and Payment.** Payment for all items for this project shall be by the unit price as stated herein **Exhibit C**. The estimated quantities on the Proposal form are for determination of the lowest cost for the Work. The City reserves the right to increase or decrease quantities shown on the Proposal to stay within the amount budgeted by the City. No claims for extra compensation due to increased or decreased quantities shall be considered. Contractor shall submit all final quantities to the City within one month after completion of the Work.

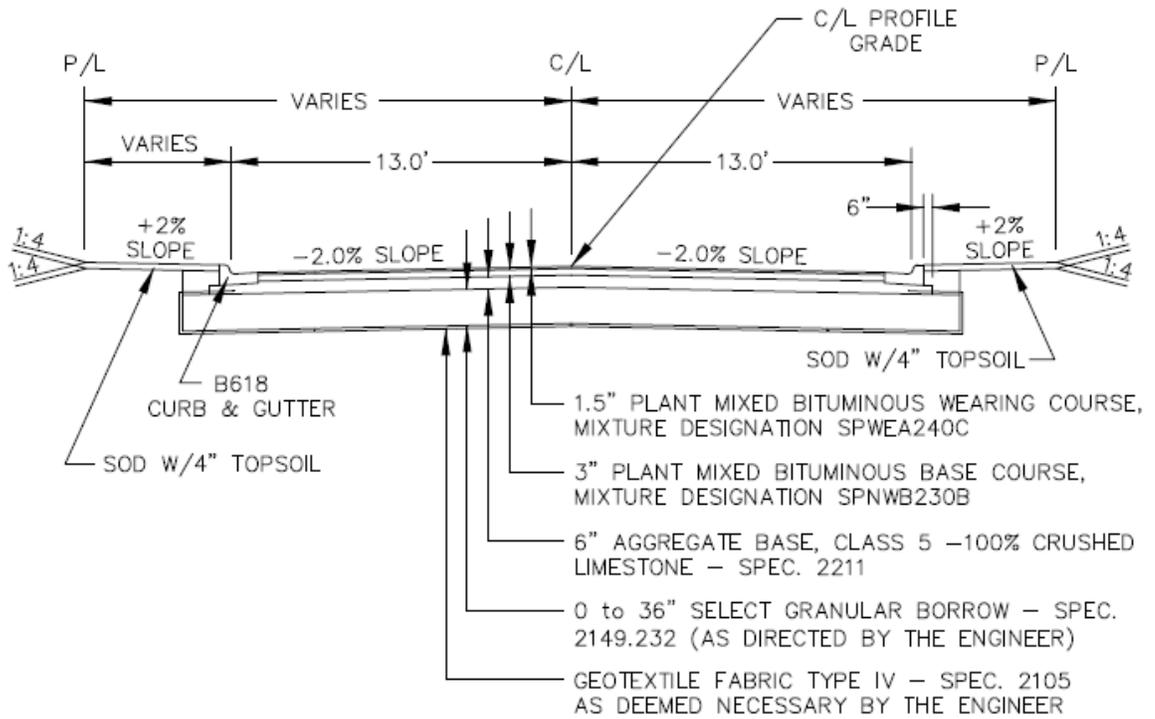
18. **Contract Extension.** Contractor shall perform fully, entirely, and in an acceptable manner, the Work contracted for within the time stated herein **Exhibit A**. Contractor shall, not less than ten (10) days prior to said date, make written request to the City for an extension of time for completion, setting forth fully in its request the reasons which Contractor believes justify the granting of the request. If the City finds that the Work has been delayed on account of unusual conditions beyond the control of Contractor, or the quantities of the Work done or to be done are in excess of the Contract quantities in sufficient amount to warrant additional time; the City may, in its sole discretion, grant an extension of time for the completion to such date as may seem reasonable and proper. In case such extension is not granted, the right to proceed with the Work may be considered as forfeited as of the Contract Time, including all agreed upon adjustments, and the City, without

violating the Contract, may proceed immediately to take over the Work, materials and equipment and make final settlement of costs incurred, except that it shall not be necessary to give Contractor written ten (10) days' notice for such forfeiture.

19. **Sanitary Provisions.** Contractor shall observe and comply with all laws, rules, and regulations of the State and Local Health Authorities. In the event of a sewage release, Contractor shall immediately notify the State of Minnesota Duty Officer at the Department of Public Safety at 651.649.5451 and the City Engineer at 763.593.8030. The Duty Officer will instruct Contractor on any further notification procedures. Contractor shall also take immediate action to prevent sewage from entering any water body or storm sewer by directing any such sewage flow into the existing sanitary sewer system.

**EXHIBIT C
CITY OF GOLDEN VALLEY STANDARD DETAILS**

NOTE: THE ENGINEER SHALL MAKE FIELD DETERMINATIONS OF SUBGRADE SUITABILITY AND, IF NECESSARY, SHALL DIRECT THE CONTRACTOR TO VARY THE DEPTH OF COMMON EXCAVATION AND SELECT GRANULAR BORROW.

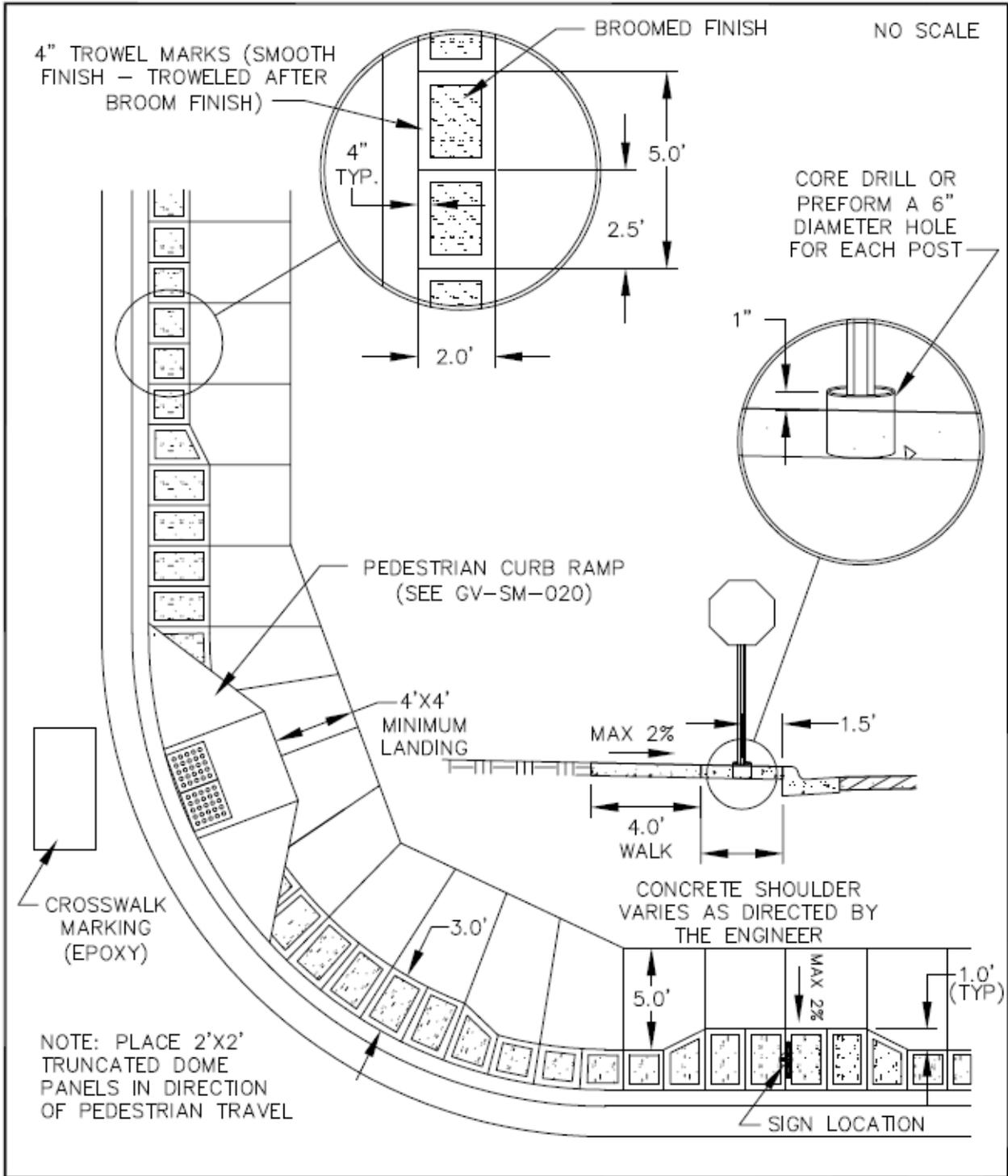


APPROVED JANUARY 1, 2018

CITY ENGINEER REG 23110

**TYPICAL LOCAL
STREET SECTION**

Golden Valley
GV-STRT-250



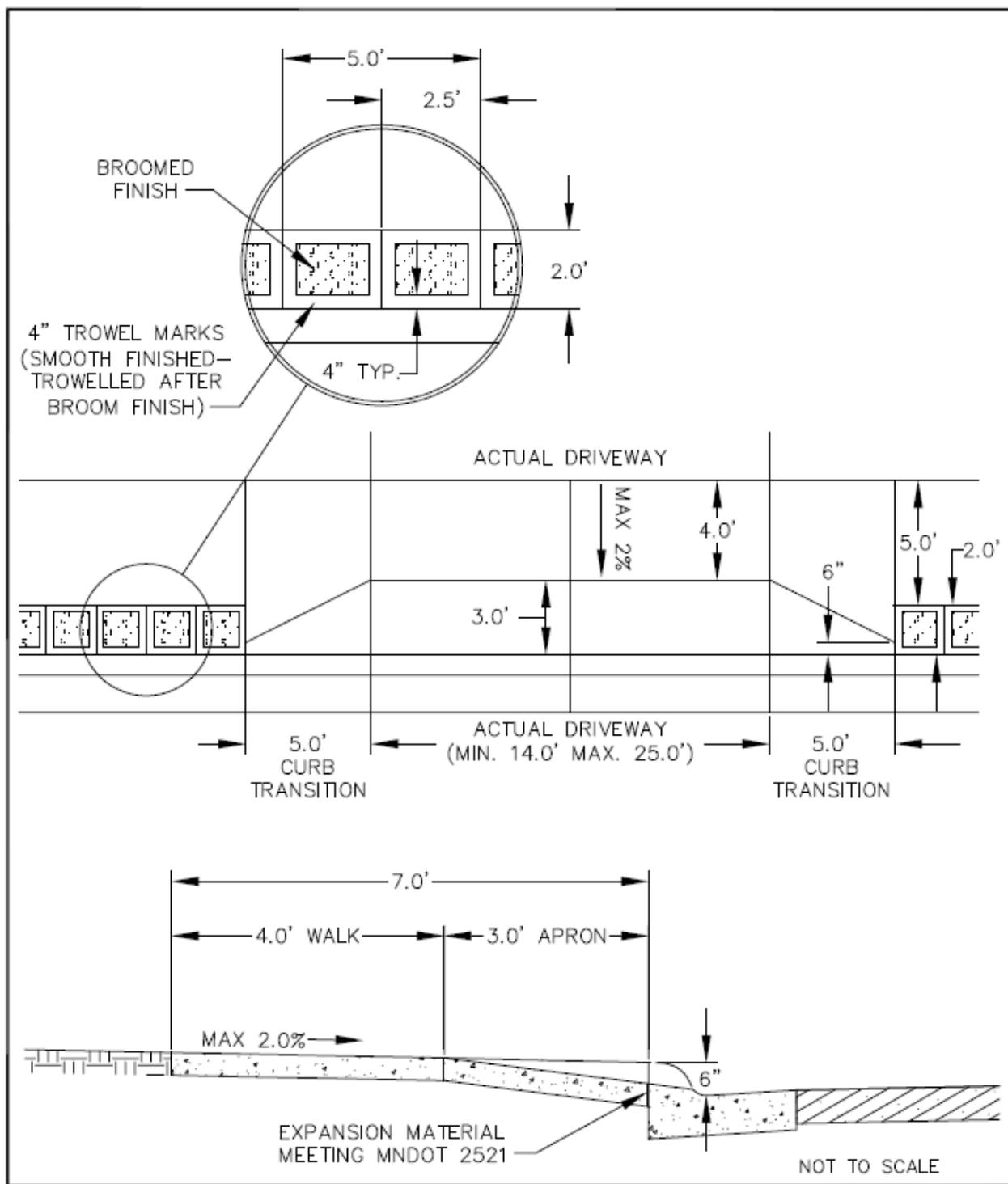
APPROVED JANUARY 1, 2018

[Signature]

CITY ENGINEER REG 23110

SIDEWALK WITH 2' CONCRETE SHOULDER

City of **Golden Valley**
GV-STRT-020



APPROVED JANUARY 1, 2018

[Signature]

CITY ENGINEER REG 23110

**SIDEWALK WITH 2'
CONCRETE SHOULDER
(AT DRIVEWAY)**

Golden Valley
GV-STRT-010

**EXHIBIT D
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.

Item Number	Description	Units	Quantity	Unit Price	Total
2021.501	MOBILIZATION	LS	1	\$ _____	\$ _____
2104.505	ADDITIONAL PAVEMENT THICKNESS (>9")	SY * IN		\$ _____	\$ _____
2504.602	REPLACE 29" RCP (ARCHED)	LF	42	\$ _____	\$ _____
2563.601	TRAFFIC CONTROL	LS	1	\$ _____	\$ _____
TOTAL COST TO PROVIDE SERVICES FOR STORM WATER REPAIRS					\$ _____



EXECUTIVE SUMMARY

City Administration

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

Golden Valley City Council Meeting

June 16, 2020

Agenda Item

3. F. Establishing Polling Place Changes for the 2020 State Primary and General Elections

Prepared By

Kris Luedke, City Clerk

Summary

In 2017, the state legislature amended State Statute 204B.16, subd. 1 requiring the governing body of each municipality to designate by resolution a polling place for each election precinct by December 31 of each year. On November 6, 2019, Golden Valley City Council unanimously adopted Golden Valley's 8 polling places for the 2020 Election cycle.

On May 12th, Governor Walz signed into law HF 3429. This bill included several provisions pertaining to 2020 election administration due to the current pandemic. Cities are required to have in-person polling place locations for all precincts on Election Day. However, cities have been authorized to designate new polling places up until July 1st, 2020 in order to make adjustments as needed.

City staff has contacted each of polling locations and of the Golden Valley's 8 precinct, there is one change being proposed through this resolution.

Change being recommended is:

Precinct 4 LOGIS (5750 Duluth Street) to move to Sandberg Middle School (2400 Sandburg Lane).

The health and safety of our community is our top priority. We will be providing protective equipment for the election judges, have hand sanitizer stations at the entrance and exits of each polling place and disinfect surfaces and voting booths regularly. Voters in line will be asked to maintain at least 6-foot separation at all times.

Financial Or Budget Considerations

Not applicable

Recommended Action

Motion to adopt Resolution establishing polling place changes for the 2020 State Primary and General Elections.

Supporting Documents

- Resolution 19-59, designating Polling Places for the 2020 Election Cycle (1 page)
- Resolution establishing polling place changes for the 2020 State Primary and General Elections (1 page)

RESOLUTION NO. 19-59

RESOLUTION DESIGNATING POLLING PLACES FOR THE
2020 ELECTION CYCLE

WHEREAS, State Statute 204B.16, subd. 1 requires the governing body of each municipality to designate by resolution a polling place for each election by December 31 of each year; and

WHEREAS, changes to the polling locations may be made at least 90 days before the next election if one or more of the authorized polling places becomes unavailable for use; and

WHEREAS, changes to the polling locations may be made in the case of an emergency when it is necessary to ensure a safe and secure location for voting; and

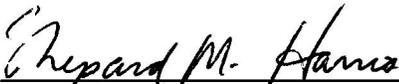
WHEREAS, the Presidential Primary will be March 3, 2020, the Primary Election will be August 11, 2020, and the General Election will be November 3, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Golden Valley City Council that the 2020 General election, as well as any required special elections, will take place at the following precinct polling locations:

- Precinct 1 - NE Fire Station, 3700 Golden Valley Road
- Precinct 2 - Valley Presbyterian Church, 3100 North Lilac Drive
- Precinct 3 - Meadowbrook School, 5430 Glenwood Avenue
- Precinct 4 - LOGIS, 5750 Duluth Street
- Precinct 5 - SE Fire Station, 400 Turners Crossroad South
- Precinct 6 - Golden Valley City Hall, 7800 Golden Valley Road
- Precinct 7 - Sandburg Middle School, 2400 Sandburg Lane
- Precinct 8 - Brookview, 316 Brookview Parkway South

BE IT FURTHER RESOLVED, the City Clerk is with this, authorized to make any changes as deemed necessary in the case of an emergency or if a polling place becomes unavailable.

Adopted by the City Council of Golden Valley, Minnesota this 6th day of November, 2019.



Shepard M. Harris, Mayor

ATTEST:



Kristine A. Luedke, City Clerk

RESOLUTION NO. 20-35

RESOLUTION ESTABLISHING POLLING PLACE CHANGES FOR THE
2020 STATE PRIMARY AND GENERAL ELECTIONS

WHEREAS, a law passed by the 2017 Minnesota Legislature requires that by December 31 of each year, the governing body of each municipality designate by resolution the polling place locations for the following year's elections; and

WHEREAS, on November 6, 2019, the Golden Valley City Council unanimously adopted Golden Valley's 8 polling places for the 2020 Election cycle; and

WHEREAS, on May 12, 2020, Governor Walz signed into law HF 3429. This bill included several provisions pertaining to 2020 election administration due to the current pandemic. Cities are required to have in-person polling place locations for all precincts on Election Day. However, cities have been authorized to designate new polling places up until July 1st, 2020, in order to make adjustments as needed; and

WHEREAS, of Golden Valley's eight precincts, there is currently one change being proposed through resolution for the Primary Election on August 11, 2020, and the General Election on November 3, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Golden Valley City Council hereby designates the following city's polling place change for the 2020 State Primary and General Election.

Precinct 4 - Sandburg Middle School, 2400 Sandburg Lane

BE IT FURTHER RESOLVED, the City Clerk is with this, authorized to make any changes as deemed necessary in the case of an emergency or if a polling place becomes unavailable.

Adopted by the City Council of Golden Valley, Minnesota this 16th day of June, 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
June 16, 2020**

Agenda Item

3. G. Approval of Twelve Month Extension for Conditional Use Permit 166 – 1030 Angelo Drive

Prepared By

Jason Zimmerman, Planning Manager

Summary

On June 18, 2019, the City Council approved Conditional Use Permit 166 which authorized the construction of a boathouse at 1030 Angelo Drive. The property owner has requested a twelve month extension of the CUP. This would extend the deadline to June 18, 2021.

Per City Code, construction and all other pertinent implementation relating to an approved conditional use permit must begin within 12 months of the date that the permit is approved or the permit shall be deemed null and void. The City Code also allows the City Council to grant an extension for a period of up to 12 months.

Staff is recommending the Council grant a twelve month extension of the CUP to June 18, 2021.

Financial Or Budget Considerations

NA

Recommended Action

Motion to approve an extension to June 18, 2021, for Conditional Use Permit 166.

Supporting Documents

- Location map (1 page)
- Conditional Use Permit 166 (2 pages)

(Top 3 inches reserved for recording data)

**CITY OF GOLDEN VALLEY
CONDITIONAL USE PERMIT
No. 166**

Date of Approval: June 18, 2019, by the City Council in accordance with
Sec. 113-55, Subd. b and Section 113-149 of City Code

Issued To: Andy Snope

Approved Location: 1030 Angelo Drive, Golden Valley, MN

**Approved Conditional
Use:** To allow for a boathouse in the Shoreland Overlay District

Legal Description: Lot 1, Block 1, Adeline Addition, Hennepin County,
Minnesota.

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

Conditions of Approval:

1. The boathouse shall be used solely for the storage of boats and boating equipment.
2. The boathouse shall be constructed to include two feet of freeboard above the base flood elevation of 831.7 feet (NGVD29 vertical datum).
3. This approval is subject to all other state, federal, and local ordinances, regulations, or laws with authority over this development.

This permit does not exempt the property owner or occupant from compliance with all provisions of city code, or any other applicable regulations, laws, and ordinances.

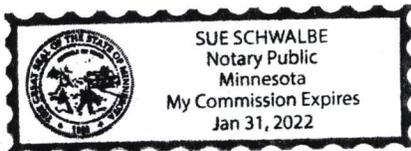
City of Golden Valley, a Minnesota municipal corporation

By: 
Jason Zimmerman, Planning Manager

State of Minnesota)
) ss
County of Hennepin)

This instrument was acknowledged before me on June 26, 2019, by Jason Zimmerman, Planning Manager of the City of Golden Valley, a municipal corporation.

(Stamp)




(signature of notarial officer)

My commission expires: Jan 31, 2022
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
City of Golden Valley
7800 Golden Valley Road
Golden Valley, MN 55427
(763) 593-8000



EXECUTIVE SUMMARY

Physical Development

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

**Golden Valley City Council Meeting
June 16, 2020**

Agenda Item

3. H. Approval of Three Month Extension for Conditional Use Permit 161 - 2425 Douglas Drive

Prepared By

Jason Zimmerman, Planning Manager

Summary

On October 2, 2018, the City Council approved Conditional Use Permit 161 which authorized the construction of a 24-hour comprehensive care Residential Facility for 22 individuals at 2429 Douglas Drive (since granted a new address of 2425 Douglas Drive). The City Council approved a nine month extension on October 2, 2019, which extended the deadline to begin construction through July 2, 2020.

While progress has been made in obtaining the necessary permits to begin construction, the developer is asking for an extension for the remaining three months allowed by City Code. This would extend the deadline through October 2, 2020.

Per City Code, construction and all other pertinent implementation relating to an approved conditional use permit must begin within 12 months of the date that the permit is approved or the permit shall be deemed null and void. The City Code also allows the City Council to grant an extension for a period of up to 12 months.

Staff is recommending a three month extension to October 2, 2020.

Financial Or Budget Considerations

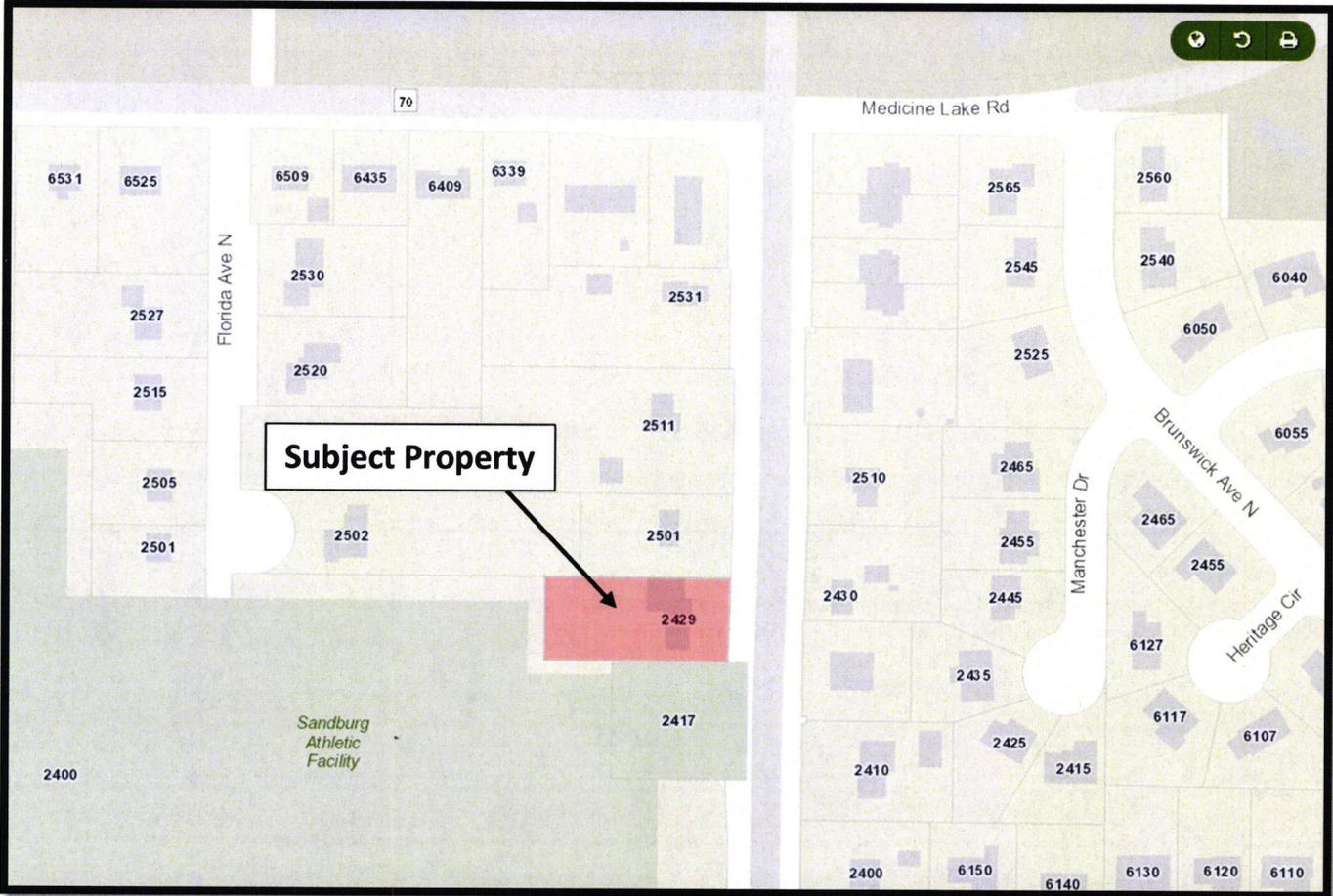
NA

Recommended Action

Motion to approve an extension until October 2, 2020, for Conditional Use Permit 161.

Supporting Documents

- Location map (1 page)
- Letter from TCO Design dated June 8, 2020 (1 page)
- Conditional Use Permit 161 (2 pages)



TCO Design

P.O. Box 41790, Plymouth, MN 55441
Office 763-424-3676 cell 952-994-8276
todd@tcodesign.net

June 8, 2020

Re: Conditional Use Permit Extension for CUP-161
2425 Douglas Drive N (Formally 2429 Douglas Drive N)
Golden Valley, MN 55427

City of Golden Valley
Physical Development Department
7800 Golden Valley Road
Golden Valley, MN 55427

RETRO COMPANIES, INC.: Request for Conditional Use Permit Extension

On behalf of Retro Companies Inc., I am requesting an extension of their approved Conditional Use Permit to build a new Residential Facility serving up to 22 persons at 2425 Douglas Drive N (formally 2429 Douglas Drive N). They currently have an application in for building permit and the application is being reviewed by the state of MN on behalf of the city of Golden Valley as requested by Dan Anderson. This has caused unforeseen delays because of the State's more stringent requirements for review as well as the Covid19 virus situation. There are only 5 minor adjustments for the HVAC documents and three energy code forms to fill out. These and the final state okay should be completed this week. The Developer is hoping the building permit will be issued before the extension is necessary or very soon after. This would then allow them to begin construction this summer.

I thank you in advance for your patience and understanding. Please let me know if you need anything else from Retro Companies or myself.

Todd Ofsthun

TCO Design, 952-994-8276

Retro Companies Development Schedule
June, 2020 – Obtain building permit
June, 2020 – Begin Construction

(Top 3 inches reserved for recording data)

**CITY OF GOLDEN VALLEY
CONDITIONAL USE PERMIT
No. 161**

Date of Approval: October 2, 2018, by the City Council in accordance with
Sec. 11.10, Subd. 2 and Section 11.22 of City Code

Issued To: Retro Companies, Inc.

Approved Location: 2425 Douglas Drive North, Golden Valley, MN

**Approved Conditional
Use:** To allow for a 22 unit Senior and Transitional Care Facility in
the Moderate Density (R-2) Zoning District

Legal Description: The South 99.8 feet of the East 276.07 feet of the North Half
of Northeast Quarter of the Northeast Quarter of Section 29,
Township 118, Range 21, Hennepin County, Minnesota

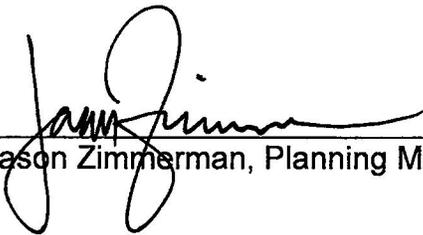
Check here if all or part of the described real property is Registered (Torrens)

Conditions of Approval:

1. The facility may serve up to 22 persons and shall maintain appropriate licensure from the State of Minnesota.
2. All vehicle deliveries shall take place inside the boundaries of the property and shall not take place on the street. Deliveries shall occur only between 8 am and 5 pm on weekdays and weekends.
3. The exterior dumpster shall be screened from view. The screening shall be made of material compatible with the building.
4. The applicant shall submit an overflow parking plan to the City and no building permit shall be issued until City staff has approved the parking plan.
5. All other applicable City rules and regulations must be followed.

This permit does not exempt the property owner or occupant from compliance with all provisions of city code, or any other applicable regulations, laws, and ordinances.

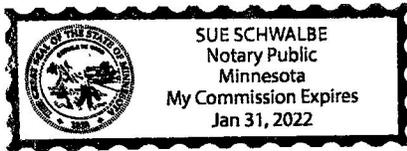
City of Golden Valley, a Minnesota municipal corporation

By: 
Jason Zimmerman, Planning Manager

State of Minnesota)
)
County of Hennepin) ss

This instrument was acknowledged before me on October 22, 2018, by Jason Zimmerman Planning Manager of the City of Golden Valley, a municipal corporation.

(Stamp)




(signature of notarial officer)

My commission expires: Jan 31 2022
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
City of Golden Valley
7800 Golden Valley Road
Golden Valley, MN 55427
(763) 593-8000



EXECUTIVE SUMMARY

City Administration

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

Golden Valley City Council Meeting

June 16, 2020

Agenda Item

3. I. Board/Commission Appointments

Prepared By

Tomás Romano, Assistant to the City Manager's Office

Summary

As Board and Commissions have vacancies, the City Council conducts interviews with individuals who have applied to serve on them. Listed below are two candidates who are interested in serving on Golden Valley Boards/Commissions.

Financial Or Budget Considerations

Not applicable

Recommended Action

Motion to appoint the following Boards/Commission candidates:

Naamah Murphy (Youth) | _____ Commission

Brian Wright | _____ Commission



EXECUTIVE SUMMARY

Human Resources

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

**Golden Valley City Council Meeting
June 16, 2020**

Agenda Item

3. J. Receive and File Rising TIDES Task Force Recommendations Report

Prepared By

Kirsten Santelices, Human Resources Director

Summary

At the Tuesday, June 9, 2020 Council/Manager meeting, Rising TIDES Chair, Joelle Allen and Vice Chair Amber Alexander presented the Rising TIDES Task Force Recommendations Report. The report addresses a number of topics, including recommended actions on the City's Equity Plan in the following areas:

- Communicating Equity with the Community
- Reviewing City Contracts and RFPs to Eliminate Barriers
- Increasing Diversity in Boards, Commissions, and City Council
- Diversifying Recruitment and Retention
- Community Outreach and Education
- Eliminating Barriers in Programming and Facilities

Financial Or Budget Considerations

Not applicable

Recommended Action

Motion to receive and file the Rising TIDES Task Force Recommendations Report.

Supporting Documents

- Rising TIDES Task Force Recommendations Report (16 pages)

RISING TIDES TASK FORCE RECOMMENDATIONS TO THE GOLDEN VALLEY CITY COUNCIL

Year One Recommendations | June 9, 2020

Rising TIDES Task Force

Joelle Allen - Chair

Amber Alexander - Vice Chair

Sheri Hixon

Fartun Hussein

Melissa Johnson

Alex Moreno

Ruth Paradise

Sam Powers

Brad Taylor

Myat Thanda Tun

Ajani Woodson

City Staff

Kirsten Santelices

Tomas Romano

Tim Cruikshank

GOLDEN VALLEY RISING TIDES

Trust • Inclusion • Diversity • Equity • Social Justice



Summary

Over the course of the past year, the Rising TIDES Task Force has endeavored to bring additional insight and perspective to topics of race and equity — and in particular around six topics identified as priorities in the Golden Valley Equity Plan. Out of our discussions as well as discussions we've had with community members, we bring forward several recommendations for the City Council's consideration.

Bringing in the Greater Community

The task force began its work with the acknowledgement that in order for recommendations to work for the entire community, there needed to be a process for inviting them into the discussion. In the recommendation "Communicating Equity with the City" you'll see the completed efforts to hold open forums where the work of the task force could be reviewed and expanded by members of the Golden Valley community. Many of the sentiments found in this report are consistent with what we learned in the open forums.

We also acknowledged that a workable plan of action had to be grounded in data. That this data needed to be collected and leveraged to guide activities and ensure equity across the board.



The Task Force began by starting with Six (6) priorities as outlined in the Equity Plan.

Communicating Equity with the City

Appealing to broader audiences

City Contracts & RFP's

Equity in how RFP's are announced and who is eligible

Increasing Diversity on Boards & Commissions

Increasing diverse representation

Diversifying Recruitment, and Retention

Hiring for additional perspective

Community Outreach & Education

Programming that reflects the changing demographics

Programming & Facilities

Programming that better reflects the changing demographics

5 Strategic Priorities

Given the unique circumstances of the current environment – Covid-19 has brought on unprecedented times. As such, we understand that the Council may not be able to implement these ideas and practices immediately. We are mindful of that as we share with you the top recommendations for short term implementation.

1. **Heavily Publicize Board Commission opportunities.** Seeing oneself represented across a range of leadership roles is necessary for building a diverse pipeline for future commission openings. Consistent use of social media with shares from partners in diverse spaces will get the word out and increase engagement.
2. **Build routines to ensure internal employee culture.** Creating an overall culture of belonging through training and regularly scheduled team building exercises that both introduce and celebrate different cultural backgrounds.
3. **Utilize existing community resources to more quickly implement outreach activities.** Build and leverage strong partnerships with community organizations who are already reaching diverse audiences. Create cross promotional opportunities to each organization's mutual benefit.
4. **Ensure that staff members are trained to be friendly and responsive to the needs of diverse populations.** In the short term, training on several fronts should be a high priority as the city prepares to become more inclusive. Through training and tips during internal meetings, staffers can begin to develop a baseline understanding of different cultures as well as how communication styles might differ among them.
5. **Host a supplier diversity series** that provides detailed information on how to do business with the city. This guide available both online and in hard copy should detail the ins and outs of a successful city partnership.



Already reeling from COVID-19, on May 25, 2020 the nation watched in horror as a police officer snuffed out the life of George Floyd

Now more than ever, it is imperative that city leadership take a proactive, visible stance on the impacts of systemic racism. The disproportionate impact of Coronavirus on Black and Brown communities and the death of George Floyd are symptoms of the same problem.

The city has a short window of opportunity to write a new chapter that better supports inclusion, belonging and the City's values.

The task force members are available to serve as thought partners to provide insight to the communications team around cultural sensitivity.



In light of Current Circumstances

Given the unique circumstances of the current environment – three recommendations not originally discussed have been added to this packet.

1. **Conduct two Courageous Conversations in June.** Making space to speak freely about the murder of George Floyd and the subsequent protests is one step toward processing these traumatic events and healing. Two conversations should take place. The first for city staff and contractors - where HR and city leadership serve on a panel to answer questions and listen to reactions.

The second facilitated conversation between community members and the police chief will alleviate tensions and allow all residents of Golden Valley to feel a restored sense of safety as it relates to law enforcement.

2. **Reconsider the Equity Manager position.** When COVID-19 began to take its toll on socializing and budgets, we could have never imagined George Floyd. Despite the acknowledgement of the disproportionate impact of COVID on communities of color, all agreed to reevaluate the position at a later date. However, the death of George Floyd is a stark reminder that we need someone at the city whose job it is to help navigate racially charged situations and the unique needs of different communities.
3. **Extend the serve of the Rising TIDES task force by a minimum of 1 year.** The task force is making headway on several fronts — including bringing in members of the community to participate in processes they once felt excluded from. Our hope is to continue work on the recommendations included here and see some of them through implementation.



Communicating Equity with the City

A few of our short term recommendations have already been completed. They include:

- Two community listening sessions in order review the work and recommendations the task force has done around specific topics.
- **October Session** – We discussed: 1) Ongoing community engagement, 2) diversifying employee recruitment and 3) Inclusive RFP processes.
- **January Session** – We discussed: 1) Equity in Programming, Services and Facilities, 2) Reviewing Outreach and education initiatives and 3) Increasing Diversity in Boards/ Commissions, elected officials, etc.

Communicating Equity

Communication efforts should be rooted in data and therefore the task force recommends that both short and long term initiatives be put in place to collect data about the racial, cultural, gender, lifestyle makeup of residents to effectively develop messaging, programming and beyond that are culturally relevant. It is important to emphasize to residents that all data collection is voluntary and that at any time they can see how the data is being used as well as remove themselves from lists.

Short Range:

1. **Gather Data on diverse communities including:** people of color, LGBTQIA, differently abled, religions, immigrant / first gen, languages and associated socio-economic data, education levels, current level of engagement, family structure / size, age, associated mediums of engagement, other to determine population size within the city and to begin understanding how their needs may differ.
2. **Put into place various opportunities for gathering data** and insights including surveys, events, professional data collection, etc. being sensitive to the reality that some groups including immigrants may be resistant to sharing personal information due to a lack of trust. Providing in person and anonymous ways of sharing data may help as will building trust over time.
3. **Use various mediums to reach and inform diverse audiences about events, programming and other issues that impact the city.** In addition to the city website and social media, Mediums can include where appropriate: schools, churches, mosques, synagogues, apartments, ethnic food markets.
4. **Prioritize social media**, which provides an avenue to share ideas, helps eliminate language barriers through built in translation, and allows people to connect with their networks on topics of importance. The task force notes that digital outreach will remain increasingly important and that the task force can play a significant role in identification and outreach to communities beyond those who regularly “tune in” to the city’s existing social, web, mailing list.
5. **Distribute the Rising TIDES task force meeting packet** through social media in addition to the website – to keep audiences apprised of the work we are doing – providing contact information so that they can send suggestions to the committee for consideration.



Long Range Goal: A PRIDE like event that celebrates Diversity.

In addition to twice yearly forums, consider creating an annual event similar to PRIDE that celebrates culture, highlights the culture and contributions of underrepresented groups and promotes a friendly welcoming environment for people of all backgrounds. This “Ethnic Pride Event” would feature city partners, local businesses – with a spotlight on minority-owned and/or centered business, music, food and fun.

Other Recommendations include:

- Use the data collected in near range phase to determine focus and resource allocation of ongoing equity and inclusion work.
- Complete hiring process for the Equity Coordinator as soon as timing and budget allows



Communicating Equity Cont.’

Short Range Cont. ’:

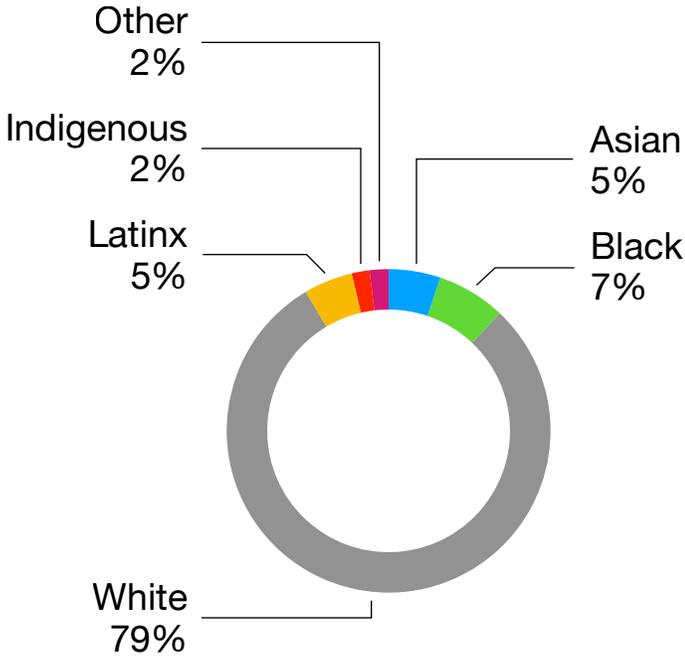
1. **Be mindful of closing the communication loop** after each major event and/or activity to circle back to let people know what we’ve done and how their feedback was used. A regular and prominent place on the website and/or through social would be helpful. Additionally, creating email and/or SMS lists and associated campaigns for building community is advised.
2. **Assign a representative** of the task force to attend city events as availability permits.
3. **Create and/or adopt a framework for providing culturally-sensitive materials.** This written guide should be a “first line of defense” for getting cultural cues right.
4. **Continue to create materials to distribute at City events** explaining the mission purpose and relevant information.
5. **Provide additional focus around ethnicity, culture and language vs a focus solely on race.**
6. **Twice yearly community forums** to continue conversations around equity and provide a venue for people from different backgrounds to get to know each other.



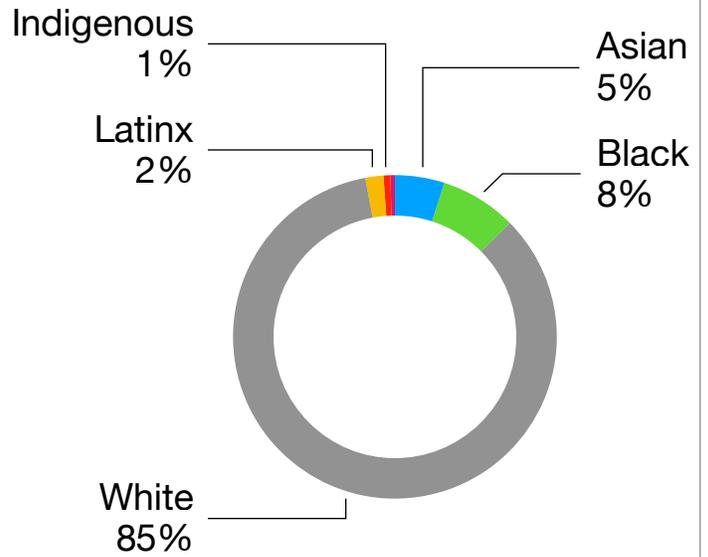
By the Numbers

Limited data exists that provides full insight into the current demographics of the city or how the racial, ethnic, gender, religious and socio-economic make-up is changing. However, piecing together data from various sources, we are able to have a jumping off point until the appropriate data can be collected.

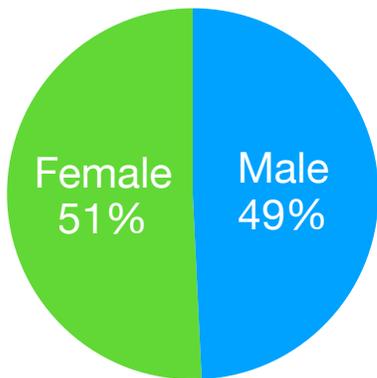
The attached graphs are a part of the American Community Survey data from 2018. Four tables include: Social, Economic, Housing, and Demographic data and represent both Minnesota and Golden Valley.



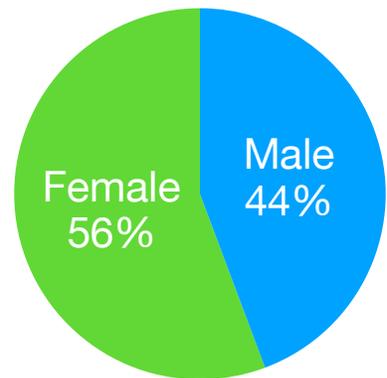
MINNESOTA BY RACE



GOLDEN VALLEY BY RACE



MINNESOTA BY GENDER *



GOLDEN VALLEY BY GENDER *



No additional gender information was collected during the 2018 Survey

Process For Reviewing City Contracts And RFP's to Eliminate Potential Biases

The task force believes that creating short, medium and long terms initiatives that increase opportunities for minority, women and veteran-owned business enterprises strengthens both the city and its citizens is imperative.



Short Range

- Create a list of small and minority-owned businesses in Golden Valley and make a good faith effort to keep them informed of opportunities and timelines.
- Create opportunities for small and minority-owned businesses by revisiting how contracts are awarded. Begin with contracts under \$175, 000 where the City is not required to meet the public bidding law requirements; or (2) by requiring larger contractors to subcontract parts of the bid to underrepresented business.
- Host information sessions / Lunch and Learn supplier diversity series which includes how to do business with the City.
- Compile sample procurement policies from other municipalities. Use the guidelines to spell out the philosophy that diversity is good for the business and the need for regional, cultural and social diversity to access global skills and markets, offer varied viewpoints and styles, and benefit different communities and local economies, respectively. Such procedures are established to give traditionally underutilized businesses a competitive advantage and meet customer and government requirements.



Medium Term

In the medium term, consider Adopting (modified or not) NMSDC guidelines for best practices in supplier diversity as a more comprehensive program is built out:

- Utilize diverse businesses in all sourcing initiatives and purchasing events.
- Establish corporate policy and top management support.
- Develop a corporate minority supplier development plan.
- Develop comprehensive internal and external communications.
- Identify opportunities for diverse owned businesses in strategic sourcing and supply chain management.
- Establish a comprehensive minority supplier development process.
- Tracking, reporting and goal setting mechanisms.
- Utilize diverse businesses in all sourcing initiatives and purchasing events.



Reviewing Contracts & RFP's Cont.'

The task force believes that creating opportunities for minority, women and veteran-owned business enterprises strengthens both the city and its citizens.

1. Long Range

Establish/renew a supplier diversity policy that provides minority-owned businesses with system wide opportunities for contracts – either independently or in conjunction with other contractors.

Instill Accountability for meeting supplier diversity objectives through annual review/audit of supplier diversity performance against objectives



2. Among other things, a comprehensive policy should acknowledge and address as appropriate the following:

Past Discrimination: Policies should state the intent to create contracting equity. Policy and programs should impact behaviors and practices of the jurisdiction as much or more than the behaviors of prime contractors and prime vendors.

Flexibility: A strategy should match the conditions and laws of the jurisdiction and should be flexible – if a strategy is not working, a different approach should be tried.

Unintended Consequences: Regulations and practices should be examined in a careful and detailed way to ensure that unnecessary barriers are eliminated for small and diverse firms.

Multi-faceted: Programs should be comprehensive and multi-faceted to match the complex systemic barriers.

Redefining large contracts. When possible, master contracts can be designed to allow several MWBE/DBE firms to collaborate and win larger contracts.

Cultural Change: Strategies should create a framework for cultural change in addition to change stemming from regulations. A cultural change permeates all structures related to the procurement and contracting process so that all people involved are thinking equity and non-discrimination. Over time, this cultural change begins to be embraced by the prime contractor and prime vendor communities.

Capacity Building: Contracting equity programs should contain or should connect to capacity building programs. In this way the jurisdiction is dealing with availability (expanding the vendor pool) not just utilization.

Expand and Replicate:

Contracting equity programs should collaborate with other jurisdictions, expand their principles into other areas of the jurisdiction, and when they have arrived at a successful strategy, replicate it with other jurisdictions.

Short turn-around on payment to subs. Sub-contractors can often be the last ones paid and are least able to afford the wait. Seattle requires primes to pay subs before the primes can invoice and get paid themselves.

Increasing Diversity in Boards, Commissions, and City Council



Seeing oneself represented on boards, in senior leadership positions, committees and task forces is critical to engaging a diverse slate for future openings. To do so, the Task Force recommends the following tactics to drive engagement with the community. Our boards and commissions are composed of talented volunteers.

I. **Heavily publicize Board and Commission opportunities:**

- Continue “Why I Serve” campaign taking special care to include not only racial and ethnic diversity - but gender and differently able’d voices as well.
- Highlight a different Task Force/ Commission/Board in each Golden Valley newsletter.
- Increase social media marketing of opportunities.

- I. **Build connections with local school districts, businesses, and other community organizations** to advertise opportunities to serve on Boards/Commissions with City. The Task Force was pleased to hear the recruitment policies and protocols already put in place by the HR department at the City. To further support these efforts, the Task Force, with input from the Community, discussed ideas/tactics in the following areas: Internal Culture, Leader / Ownership, Recruiting Practices and pipeline building.
2. **Connect with special interest groups and provide readiness trainings** for individuals who are seeking to run for public office or videos/ trainings for individuals interested in board and commissions.

Diversifying Employee Recruitment



Summary & First Steps

The Task Force was pleased to hear the recruitment policies and protocols already put in place by the HR department at the City. To further support these efforts, the Task Force, with input from the Community, discussed ideas/tactics in the following areas:

- Internal Culture
- Leader (hiring manager) Ownership
- Recruiting Practices
- Pipeline Building

Recommendations for Immediate Implementation:

1. Build routines to ensure internal employee culture is one of inclusivity and belonging.
2. Train all people leaders to conduct a 'sense of belonging' exercise with employees – how do we continue to create a culture you want to be a part of? How can we further improve?
3. Host internal team events to celebrate diverse cultures.
4. Explore listening strategy options in order to stay in touch with current city workforce and foster connection/inclusivity in such unprecedented times.
5. Conduct 'stay interviews' with current employees – Why do they stay? What do they like about working for the city.

Recommendations for Future Consideration (likely require longer turn-around/additional resources and partnerships):

6. **Upskill leaders in building diverse pipelines** for their roles
 - Create a venue for leaders to know the skills and interests of their current employees to advocate for them as openings occur.
 - Institute a practice of employees completing internal resumes.
 - Provide training for all hiring managers on how to effectively source and recruit talent.
 - Set goals for leaders to broaden their networks/build pipelines for future openings (e.g. meet one new person in my industry per quarter).

Diversifying Employee Recruitment



- 4. Prioritize hiring Equity Manager role.** It has become increasingly clear that during these unprecedented times, an equity manager would be highly beneficial to both the city and the community. The city should consider a waiver for this position and bring someone on board sooner rather than later.



- 5. Update recruitment collateral (job postings, job descriptions, interview guides) to emphasize commitment to Inclusivity**
 - Showcase people of color in recruitment collateral
 - Include City Values language on all job postings
 - Review and update required/desires skills to remove any unintended bias/barriers to diverse communities
 - Update interview questions to include question on how candidates understand/showcase the city's values of Diversity & Inclusion
- 6. Review and adjust recruiting practices to ensure diverse outreach**
 - Target colleges with D&I focuses (Augsburg, Hamline)
 - Build connections with local school districts about careers in Government
 - Ensure diversity in interview panels for open roles

Diversifying Employee Recruitment



One key step to supporting people with special abilities is to appoint individuals within an organization as champion employees with special abilities. A champion is an advocate, has knowledge about special abilities and may have special abilities themselves. Champions can provide knowledge, support companies to explore programs such as Lifeworks and Reach for Resources, help host panel discussions, job fairs and workshops. Through these activities and media resources like articles, local news programs, company publications and product brochures, companies and champions would be able to share their success stories and the value of employing people with special abilities

1. **Find ways make it easier for people with Special Abilities** and Employers to work together.
 - Not having the support needed to help people with Special Abilities, achieve.
 - Job Coach on site
 - Special ability Champions
 - Disabled individuals experience a lack of confidence or are unsure of their capabilities due to being in the development stage of the new opportunities they are experiencing today.
 - No clear path or limited options to find job opportunities. How do they find jobs they can do at a company.
2. **Stress the importance of nurturing a diverse workforce.**
 - Social Inclusion and enrichment
 - Take part in society
 - Bring different skill sets
 - Part of the company
3. **Educate employers that people with special abilities are skilled**, will grow and achieve.
 - Misconception's
 - Giving the opportunities



Summary

The Task Force focused on how to use community outreach and education to create relationships built on trust between the City and community members. The Task force discussed the following as strategies to reach that goal:

Outreach and education ensuring that everyone feels that their voice is being heard.

Outreach and education where a diverse mix of people can gather and get to know each other.

How outreach activities and educational goals can overlap.

Communication tools to reach a wider representation of people from diverse groups within the Golden Valley community.

Utilization of strategies enumerated in “Eliminating Barriers in Programming and Facilities”.



Community Outreach & Education

The Task Force recommends that they continue their work by helping build strategies to implement the outreach initiatives described below. This work would include:

Short to Medium Term Recommendations

- Determine, in consultation, which of the ideas below would be implemented, in what order and the timelines.
- Develop methodology to use in gathering the necessary information: i.e. whom to contact in order to determine what planning bodies will be responsible for overseeing each activity to be implemented.
- In cases in which the suggested activity builds on an existing event, (example: block parties) consult with the responsible group concerning implementation.
- Note: The initial information gathering and outreach can begin even if immediate implantation of activities/events needs to be postponed due to Covid-19.

Long Range Recommendations:

- i. **Utilize existing community resources** to implement outreach activities. Suggestions include
 - Schedule regular meetings (yearly or semi-annually) with “Block Party” organizers.
 - Schedule regular meetings (yearly or semi-annually) with leaders of nonprofit civic organizations within Golden Valley
 - Schedule regular meetings (yearly or semi-annually) with appropriate staff from places of worship and social service organizations to discuss outreach opportunities with their members or clients.
 - Partner with the Golden Vally Library on educational events.
 - Initiate a “Welcome to the Neighborhood” program through discussion with the block party organizers (or after discussion at a block party event).
 - Provide the handouts in different languages depending on demographic needs.



Become more welcoming with Programming for New Residents

As we help integrate new residents into the Golden Valley Community, the city should pay careful attention to the needs of immigrants and others so that printed materials and other information is accessible in terms of languages including braille.



Community Outreach & Education

The Task Force recommends that they continue their work by helping build strategies to implement the outreach initiatives described below. This work would include:

Long Range Recommendations Cont’:

- Once a year have a City Council member attend a political party district meeting to give a “State of The City” report.
 - Meet with businesses to discuss the city’s diversity, equity and inclusiveness initiatives and their possible involvement in outreach efforts and/or diversity training. (Possibly offer “Culturally Competent Messaging” training mentioned below.)
 - For apartment buildings, especially NOAH properties, schedule a “meet for coffee” party to get to know apartment residents and discuss issues they feel are important to them.
2. **Extend Event planning to specifically promote outreach efforts** that include a diverse mix of city residents. Possible suggestions include:
- “Pot Luck in the Park” supper (or weekend lunch)
 - “Soup & Substance” - meal and specific topic of discussion.
 - Non-committed events – “pop-ups”
 - Cooking classes to include food from diverse cultures, with city residents taking turns as presenters.
 - As a specific educational outreach effort offer a class on “Culturally Competent Messaging” training.
 - Hold additional informal community social events for bridge building through food, storytelling and music.
3. **Programming and information for new residents** to the City that takes into consideration how to help them integrate into the community
- Insure sensitivity to language needs of new immigrants.
 - Create a “new to Golden Valley” resident’s packet. The packet can have information about the city, about social organizations in the city, shopping, libraries, etc.
 - Monthly “Welcome to the City” meeting at City Hall for new residents

Taking Everyone into account when planning for programs and Facilities

The Task Force recognized that the City has a very robust Park & Recreation Program, as well as a wide variety of City wide events and programs. As the city increases in its demographic diversity, the Task Force considered the following issues to insure inclusiveness, accessibility and appropriateness for all members of our community.

- Content
- Community Involvement
- Location
- Accessibility
- Communication



Eliminating Barriers in Programming and Facilities

For the purpose of this report, the items listed below for “Eliminating Barriers in Programming and Facilities” should be understood as the foundation for implementation of the strategies suggested under the next topic “Community Outreach and Education”. It is suggested that these protocols should also be integrated into the planning of existing programs and events conducted by the City or its affiliate organizations.

Short Range and Ongoing Protocols in Programming

1. Inclusion and diversity in programming

- Consider demographics when planning programs and events.
- Create programming to attract different communities
- Develop opportunities for multi-cultural education events

2. Utilize residents from diverse backgrounds in planning and implementing community programs and events

- Look at the diversity of instructors in recreational activities and other programs
- Hold additional informal community social events for bridge building through food, storytelling and music
- Consider who the “presenters” are for programs and events and plan for diversity in activities and venues
- Create programming opportunities to use local resources, people who are entertainers, speakers, teachers, etc





Taking Everyone into account when planning for programs and Facilities

The Task Force recognized that the City has a very robust Park & Recreation Program, as well as a wide variety of City wide events and programs. As the city increases in its demographic diversity, the Task Force considered the following issues to insure inclusiveness, accessibility and appropriateness for all members of our community.

- Content
- Community Involvement
- Location
- Accessibility
- Communication



Eliminating Barriers in Programming and Facilities

3. Consider Affordability of programs offered by the City.

- Host scholarships and post availability in prominent location in publicity.
- Plan for cost structure so it is affordable for people who would not qualify for scholarships

4. Ensure that all staff members are trained to be friendly and responsive to the needs of a diverse population.

5. Ensuring equitable opportunity to participation in City programming and events

- Consider Affordability of programs offered by the City.
- Host scholarships and post availability in prominent location in publicity.
- Plan for cost structure so it is affordable for people who would not qualify for scholarships.

6. Ensure that all staff members are trained to be friendly and responsive to the needs of a diverse population.



EXECUTIVE SUMMARY

Physical Development

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

Golden Valley City Council Meeting

June 16, 2020

Agenda Item

4. A. Public Hearing - Amending Sections 113-1: Definitions, 113-92: Commercial Zoning District of the City Code in order to restrict the sale of tobacco in the City

Prepared By

Myles Campbell, Planner

Summary

As part of its 2019 work plan and recognizing the increasing role of the City's regulations as a promoter of public health, the Golden Valley City Council amended its licensing requirements for tobacco retailers last fall and asked the Planning Commission to further consider amendments to the City's Zoning Code regarding tobacco sales. The instigating concern was the rising level of tobacco consumption among young adults and especially in regard to emerging tobacco products such as e-cigarettes.

Background

The Planning Commission had its first discussion on potential zoning amendments at its January 13th meeting. This meeting established a number of key points of consideration by the Planning Commission. Most importantly, the Commissioners decided that tobacco retail establishments should be limited to the Commercial Zoning District and that they should be handled as a restricted use. This would eliminate the ability of future tobacco retailers to locate in Mixed Use districts and would require additional administrative review. Staff and Commissioners were also in agreement that a proximity restriction between retailers and youth facilities was appropriate.

This topic was further discussed at the February 10th, February 24th, and May 27th Planning Commission meetings. Discussion at these meetings largely centered around the details of a proximity restriction between tobacco retailers and youth facilities such as, the distance required, what types of facilities included, and the impacts upon existing retailer locations and potential future commercial locations. Commissioners throughout the process wanted to be very conscious of the impacts these potential restrictions would have on existing businesses.

Commissioners ended up settling on a restriction that would set a 500-foot buffer between tobacco retail establishments and a set of "youth-oriented facilities", a term which would be added to the Zoning Code's definitions. Those land uses included as youth oriented facilities are: schools, playgrounds, athletic fields, and parks. One point of discussion at its last meeting was whether to keep the wording of "parks" more general and to include with it natural areas, or to specifically include only

active, regional, and pocket parks. The Commission ultimately decided that the broader definition of parks was appropriate and staff has updated maps to reflect the additional natural areas.

Type	SqFt	Percent of Total
Sales Allowed - Full Property	2,482,164	40.3%
Sales Allowed - Partial Property	1,689,951	27.4%
Sales Disallowed - Full Property	553,306	9%
Sales Disallowed - Partial Property	1,431,014	23.2%

Proposed Ordinance

The ordinance language can be found attached to this memo in an underlined and overstruck format showing changes from the existing code. To briefly summarize the zoning actions being proposed:

- Tobacco Retail would become a restricted use in the City’s Commercial Zoning District.
- Youth-Oriented Facilities would be added to the Zoning Code’s Definitions and would include schools, parks, playgrounds, and athletic fields.
- A 500-foot proximity restriction between tobacco retailers and youth-oriented facilities would be required for new licensees.
- In multi-use properties, proximity would be measured from the portion of the property occupied by the retailer.

Financial Or Budget Considerations

None

Recommended Action

Motion to adopt Ordinance #683 – Amending Sections 113-1: Definitions, 113-92: Commercial Zoning District of the City Code in order to restrict the sale of tobacco in the city.

Supporting Documents

- Memo to Planning Commission 5/27 (4 pages)
- Minutes from Planning Commission 5/27 (3 pages)
- Map of Suggested Proximity Restrictions (1 page)
- Ordinance #683 – Amending Sections 113-1: Definitions, 113-92: Commercial Zoning District (1 page)



MEMORANDUM

Physical Development Department

763-593-8095 / 763-593-8109 (fax)

Date: May 27, 2020

To: Golden Valley Planning Commission

From: Myles Campbell, Planner

Subject: Informal Public Hearing – Zoning Code Text Amendment – Amending Zoning Districts to Regulate Tobacco Sales

Summary

As part of its 2019 work plan and recognizing the increasing role of the Cities' regulations as a promoter of public health, the Golden Valley City Council amended its licensing requirements for tobacco retailers and asked the Planning Commission to further consider amendments to the City's zoning code regarding tobacco sales. The instigating concern was the rising level of tobacco consumption amongst young adults and especially in regard to emerging tobacco products such as e-cigarettes. The Minnesota Department of Health, in a random survey of Minnesota public school students between sixth and twelfth grade, found that 19.2% of participants had used an e-cigarette product in the past month.¹

After initial discussion on the topic at its January 13th meeting, the Planning Commission made some initial decisions on how they thought a zoning text amendment could best be handled.

- Commissioners preferred to limit tobacco retailers to the City's Commercial Zoning District.
- Commissioners had a preference to handle tobacco retailers as a restricted use rather than a conditional use, making its enforcement an administrative rather than Council action.
- Commissioners agreed with proximity restrictions between tobacco retailers and uses such as schools that had large youth populations, but did not see a need to make a similar restriction between different tobacco retailers.
- Commissioners wanted the ordinance to be cognizant of existing retailers and to limit the economic impacts on those retailers as much as possible while still having meaningful impact in reducing youth exposure and access to tobacco products.

¹ Evered SR. Teens and Tobacco in Minnesota: Highlights from the 2017 Minnesota Youth Tobacco Survey: Minnesota Center for Health Statistics, Minnesota Department of Health, February 2018.

A point of discussion that continued from that initial meeting into the Planning Commission's next deliberation on the topic at its February 10th meeting, was how to decide upon and define those land uses that saw high levels of youth activity. Staff initially provided two broader options: to use existing zoning categories as the basis for proximity restrictions, or to use a set of defined land uses that could then be classified as "youth-oriented facilities" in the City's Zoning Code.

With both options, the basic idea of the restricted use would be the same – to create a minimum distance that would need to exist between a proposed tobacco retailer and existing locations of uses such as schools and parks. If that minimum distance could be established, the tobacco retailer would be treated functionally as a permitted use in the Commercial District. If a location fell short of that distance, it would be prohibited. A proximity restriction based on zoning, such as from the City's Institutional Zoning District, had the benefit of being relatively easy to enforce and maintain over time, zoning districts being relatively static in nature. However, the major drawback compared to a set of defined uses was the inability to make some key distinctions. A school is definitely a youth-oriented facility, but a church might not be even though both fall under the Institutional zoning category.

After further discussion with Commissioners, staff feels this distinction makes the decision more clear – that any proximity restriction placed on tobacco retailers should be based upon a defined set of "Youth-Oriented Facilities." Done correctly, this will not only create a more effective ordinance at limiting youth exposure, but also maintain additional commercial areas for use as tobacco retailers where they present no harm to youth populations. This is also important given the nature of restricted uses.

A restricted use is much like a conditional use in that it carries additional requirements to be permitted in a particular zoning district. These requirements should be narrowly defined, and have a clear nexus to the use itself and the stated goals of placing restrictions on that use. Similar to why Commissioners can't create extraneous conditions for a business coming in for a CUP unless there is a connection to the business' impact, a proximity restriction must be related to the purpose of limiting youth tobacco exposure. This was another reason why staff moved away from the use of broader zoning districts as the basis of restrictions. Defining those land uses with the greatest threat of exposure means a more narrowly defined restricted use.

Proposed Ordinance

At its most recent meeting discussing the topic, which happened almost 3 months ago on February 24th due to the escalation of the COVID19 pandemic, staff presented two sets of draft ordinance language to commissioners. One still utilized existing zoning districts to establish proximity restrictions from tobacco retailers. However, staff preferred the other option, which defined "Youth-Oriented Facilities" as follows:

Youth-Oriented Facility: A school, athletic field, or playground.

For the reasons stated already, staff still feels that an approach using a defined set of facilities makes more sense as the basis for any proximity restrictions on tobacco retailers. A clearer connection to the ordinance’s purpose and the avoidance of unnecessary impacts on commercial areas. In that ordinance, buffer distances were set at 750 feet and an additional allowance for multi-use properties was included, which allowed the measurement to occur between the boundary of the youth-oriented facility and only the portion of the structure/site occupied by the retailer.

Commissioners still had two key concerns with the ordinance as presented, which staff have worked to address as best as possible.

- Commissioners had concern about the lack of a restriction around Theodore Wirth Park.
- Commissioners were concerned about affecting existing business owners with proposed changes, especially regarding the impact on resale potential.

Staff found a relatively simple solution to the first item. By amending the definition of youth oriented facilities to include “parks” it would incorporate three additional park areas that were not already captured by the definition:

- Theodore Wirth Park
- Paisley Park, a pocket park located in a residential neighborhood South of Olson Memorial Highway
- Sochacki Park, previously a nature area but now a park managed by Three Rivers

Adding these additional park areas did not impact the amount of available commercial area for tobacco retailers, something only possible because they were defined separately from uses like golf courses with which they share a broader zoning category. Staff is comfortable with their inclusion in the ordinance.

In regards to business impacts and commissioners concerns, staff looked at the restriction distances and the impacted commercial areas. Unfortunately, by nature of this action and the previous licensing actions by the City Council, there is likely no way to avoid impacting both existing businesses and potential future tobacco retailers. That said, staff examined the possibility of reducing the distance restriction from 750 feet to 500. This reduction would still in most cases mean at least a block’s worth of separation between uses. It would also allow additional commercial areas to be viable tobacco retailer locations. This would be especially true in the area of downtown where many more locations would be viable given the existing allowance for spaces in multi-use properties. By reducing the buffer distance to 500 feet from all schools, playgrounds, athletic fields, and parks we would end up with the resulting areas of viable retailer locations.

Commercial Property	Total Area (sq. ft.)	Area/Total
Sales Allowed - Full	4,783,119	78%
Sales Allowed - Partial	996,285	16%
Sales Disallowed -Full	255,170	4%
Sales Disallowed - Partial	121,861	2%

Total	6,156,435	100%
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500 foot buffers around schools, parks, athletic fields, and playgrounds would result in less than 10% of commercial land in the City being unable to allow tobacco sales. Depending on adjustments to the land use plan in the future, this proportion may change, but it should help to alleviate concerns commissioners may have about impacting existing businesses. The vast majority of commercial land will still be eligible to host a tobacco retailer once the amount of retailers in the City dips back under the license limit imposed by the Council.

Additionally, Commissioners had wondered if it would be possible to base the restriction around a maximum distance from highways in order to determine eligible locations for tobacco retailers. Staff would recommend against this route for two principal reasons. One, the restrictions placed on tobacco retailers should have a clear relation to the City’s purpose for taking action, namely reducing youth exposure to tobacco products. A restriction based on distance from a highway does not have a very clear connection to this purpose and would likely be easier to be challenged by an incoming business. Secondly, given the pattern of land use, almost all commercial land is already located closely to major roadways through or adjoining Golden Valley. Highways 55, 100, 169 and Interstate 394 all abut commercially zoned property, and a restriction based on proximity to these roadways would likely not be much different than limiting the use to commercial districts in the first place.

Given these changes to the ordinance language, staff feels confident that this iteration of the tobacco ordinance is able to strike the balance that Commissioners have sought between limiting youth exposure and impacts on local businesses. The ordinance language can be found attached to this memo in an underlined and overstruck format showing changes from the existing code. To briefly summarize the zoning actions being taken:

- Tobacco Retailers would become a restricted use in the City’s Commercial Zoning District.
- Youth-Oriented Facilities would be added to the Zoning Code’s Definitions and would include schools, parks, playgrounds, and athletic fields.
- A 500-foot proximity restriction between tobacco retailers and youth-oriented facilities would be required for new licensees.
- In multi-use properties, proximity would be measured from the portion of the property occupied by the retailer.

Recommendations

Staff recommends amending Sections 113-1 and 113-92 of the City Code in order to restrict the sale of tobacco in the city.

Attachments

- Map of Suggested Proximity Restrictions (1 page)
- Draft Ordinance Language, underlined and overstruck (1 page)

Planning Commission

May 27, 2020 – 7 pm

REGULAR MEETING MINUTES

This meeting was held via Webex in accordance with the local emergency declaration made by the City under Minn. Stat. § 12.37. In accordance with that declaration, beginning on March 16, 2020, all Planning Commission meetings held during the emergency were conducted electronically. The City used Webex to conduct this meeting and members of the public were able to monitor the meetings by watching it on Comcast cable channel 16, by streaming it on CCXmedia.org, or by dialing in to the public call-in line. The public was able to participate in this meeting during public comment sections, by dialing the public call-in line.

1. Call to Order

The meeting was called to order at 7:00 by **Chair Blum**.

Roll Call

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

Commissioners absent: None

Staff present: Jason Zimmerman – Planning Manager, Myles Campbell – Planner

Council Liaison present: Gillian Rosenquist

2. Approval of Agenda

Chair Blum, asked for a motion to approve the agenda.

MOTION made by **Commissioner Johnson**, seconded by **Commissioner Brookins** to approve the agenda of May 27, 2020, as submitted. Staff called a roll call vote and the motion carried unanimously.

3. Approval of Minutes

Chair Blum asked for a motion to approve the minutes from May 11, 2020.

MOTION made by **Commissioner Baker**, seconded by **Commissioner Johnson** to approve the May 11, 2020 meeting minutes. Staff called a roll call vote and the motion carried unanimously.

4. Informal Public Hearing – Zoning Code Text Amendment

Applicant: City of Golden Valley

Purpose: Amending zoning districts to regulate tobacco sales

Myles Campbell, Planner, started his presentation by reminding the group that the Planning Commission was directed by the City Council to consider new zoning regulations on the sale of tobacco products. Amendments to the handling of tobacco sales was first raised through a work item in the City Council's 2019 goal setting process. The conversation with Planning Commission began at



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.



their January 13, 2020 meeting. A few more meetings continued this conversation and the main points in the discussion are as follows:

- Commissioners preferred to limit tobacco retailers to the City’s Commercial Zoning District.
- Commissioners had a preference to handle tobacco retailers as a restricted use rather than a conditional use, making its enforcement an administrative rather than Council action.
- Commissioners agreed with proximity restrictions between tobacco retailers and uses such as schools that had large youth populations, but did not see a need to make a similar restriction between different tobacco retailers.
- Commissioners wanted the ordinance to be cognizant of existing retailers and to limit the economic impacts on those retailers as much as possible while still having meaningful impact in reducing youth exposure and access to tobacco products.

The topic of proximity restrictions continued through a few meetings. This discussion covered primarily two elements of the restriction:

- What was the correct distance to set as a buffer in between the tobacco retailer and another use?
- How should those other uses be defined and referenced in the amended zoning language?
 - Use existing zoning districts to restrict proximity
 - Define a new category of “Youth-Oriented Facilities”

Based on the continued discussion, staff believes the best option for restricting the location of tobacco retailers is to create a definition for facilities that have a large amount of youth activity.

- The defined specific use has a clearer connection to the purpose of the zoning change and the action is more clearly justified.
- Impacts on commercial land are limited by excluding uses that may be zoned similarly but have less youth activity
- Selected land uses will be just as easy to track as using existing zoning designations.

At the previous Planning Commission meeting, staff proposed draft ordinance language changes that redefined a Youth-Oriented Facility and added language to the Commercial Zoning District. Staff presented a map, illustrating the distance tobacco retailers will need to be from these defined facilities. Commissioners had concerns about the lack of restrictions around Theo Wirth Park as well as the effect on current business owners and their potential resale value.

Staff addressed these concerns and is suggesting the definition of a Youth-Oriented Facility be amended to read: A school, park, athletic field, or playground. The original definition included the majority of parks within the City and this amendment adds three new parks that previously didn’t carry this restriction – Theo Wirth, Paisley Park, and Sochacki Park. Staff responded to concerns about mitigating the impact on businesses by analyzing the restricted distance. Their original

recommendation was a 750 foot buffer but reduced that to 500 feet to leave about a city block distance of separation between uses and thus have less of an impact on existing license holders.

A summary of actions are as follows:

- Tobacco retailers become restricted use, only allowed in the City's Commercial Zoning District.
- Youth-Oriented Facilities are added to the zoning code's definitions and include schools, parks, playgrounds, and athletic fields.
- A 500-foot proximity restriction between tobacco retailers and youth-oriented facilities will be required for new licensees.
- In multi-use properties, proximity will be measured from the portion of the property occupied by the retailer.

Staff recommends amending Sections 113-1 and 113-92 of the City Code in order to restrict the sale of tobacco in the city.

Commissioners entered into a discussion regarding this item.

Definition of "park" was discussed as was the cap on tobacco retail stores.

Chair Blum opened the Public Hearing at 7:41pm.

No public comments came in at the time of opening the hearing but the Chair suggested leaving the line open in case a delayed call came in.

The conversation continued and supported the 500 foot buffer as many members felt the 750 buffer was too restrictive.

Commissioner Baker made a MOTION to approve the recommendations of staff, there was a second by **Commissioner Sadeghi**. Staff called a roll call vote:

Ayes: Baker, Blum, Brookins, Pockl, Sadeghi, Segelbaum

Nays: Johnson

Motion carries 6:1

Chair Blum closed the Public Hearing at 7:53pm.

Televised portion of the meeting concluded at 7:55 pm

TOBACCO SALES

☼ Existing Tobacco License

Sale Restriction

Light Blue: Athletic Field, Playground, School, Park, or Nature Area - 500 ft buffer

Light Green: Public Athletic Space

Light Purple: Public Playground

Orange: No Sale Property Buffer

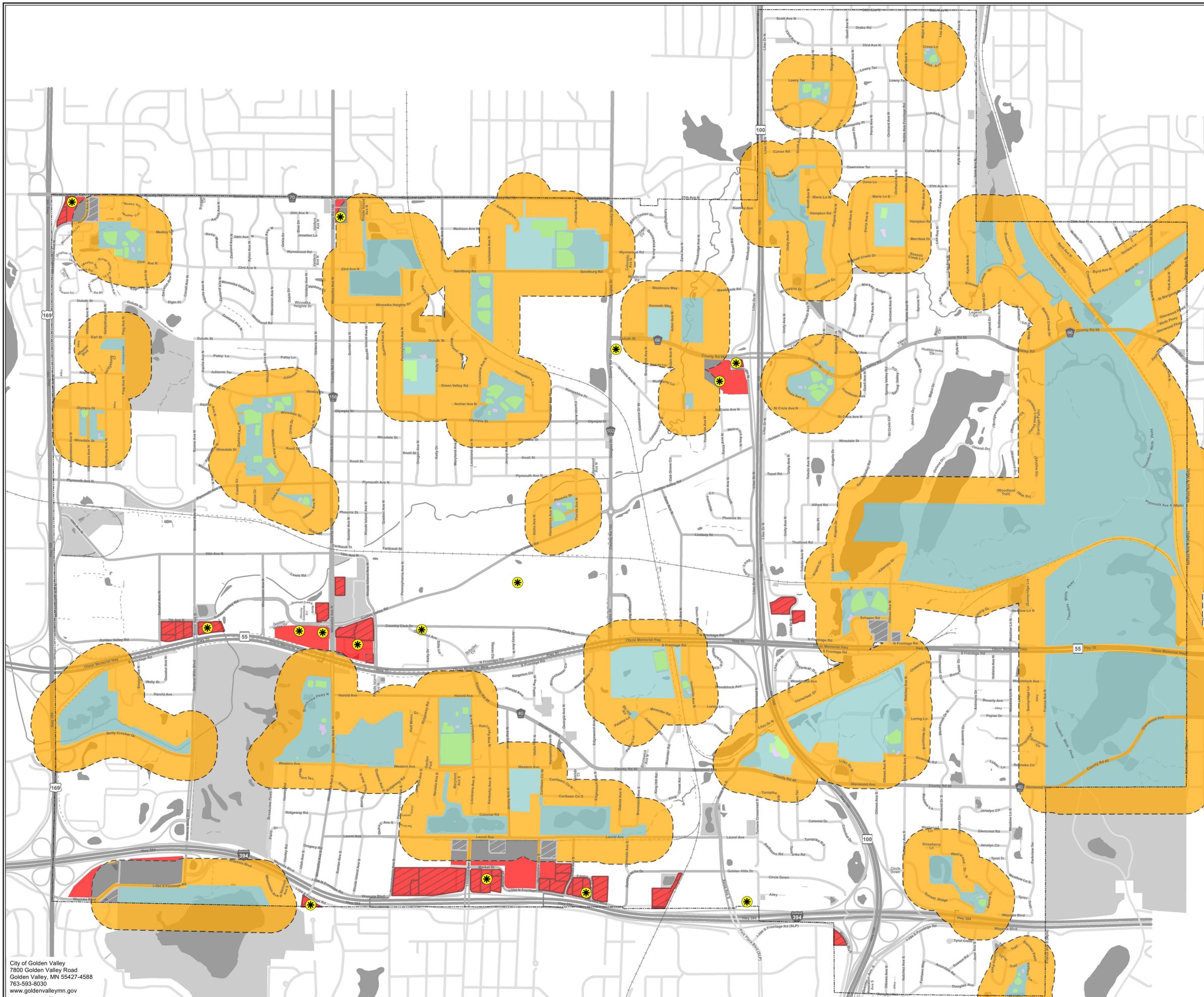
Commercial (63)

Red with diagonal lines: Sales Allowed - Full Property (53)

Red: Sales Allowed - Partial Property (7)

Grey: Sales Disallowed - Partial Property (7)

Dark Grey: Sales Disallowed - Full Property (3)



ORDINANCE NO. 683
AN ORDINANCE AMENDING THE CITY CODE
Amending Sections 113-1: Definitions, 113-92: Commercial Zoning District

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

Section 1. Section 113-1 of the City Code Chapter 113, Article I, entitled “Definitions” is amended by adding the following Subdivision:

Youth-Oriented Facility: A school, park, athletic field, or playground.

Section 2. Section 113-92 of the City Code Chapter 113, Article III, Division 2, entitled “Commercial Zoning District” is amended by adding the following Subdivision and re-lettering accordingly:

(e) *Restricted Uses.* The following restricted uses shall be permitted within the Commercial Zoning District:

(1) Tobacco retail establishments, as defined in City Code, Section 16-158, provided the following restrictions are observed:

- a. The retail establishment shall be located not less than 500 feet from all youth-oriented facilities, as measured at the lot line.
- b. In the case of a multi-use building, distances from the retail establishment shall be measured from the portion of the structure occupied by the retailer.

Section 3. City Code Chapter 1 entitled “General Provisions” and Sec. 1-8 entitled “General Penalty; Continuing Violations” are hereby adopted in their entirety, by reference, as though repeated verbatim herein.

Section 4. This ordinance shall take effect from and after its passage and publication as required by law.

Adopted by the City Council this 16th day of June, 2020.

/s/Shepard M. Harris
Shepard M. Harris, Mayor

ATTEST:

/s/ Kristine A. Luedke
Kristine A. Luedke, City Clerk



EXECUTIVE SUMMARY

Physical Development

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

Golden Valley City Council Meeting

June 16, 2020

Agenda Item

4. B. Public Hearing to Vacate Easements at 1421 Rhode Island Avenue North

Prepared By

Jason Zimmerman, Planning Manager

Summary

The owners of the property at 1421 Rhode Island Avenue North were approved for a subdivision at the City Council meeting on May 5, 2020. This action prompted a review of the easements and utilities serving the site. It was determined that the existing drainage and utility easements can be vacated in order to dedicate new easements that align with the new property lines. The easements proposed for vacation are cross-hatched in the attached exhibit.

A notice of public hearing regarding the proposed easement vacation was published and posted and letters were sent to the affected property owners. Staff sent a letter to all private utility companies requesting their review and comment and there have been no objections to this easement vacation. Since the easements are not adjacent to a public water, notice to the Commissioner of Natural Resources is not required.

In accordance with state statutes, a four-fifths majority vote in favor of the resolution is required to approve this easement vacation.

Financial Or Budget Considerations

Not applicable

Recommended Action

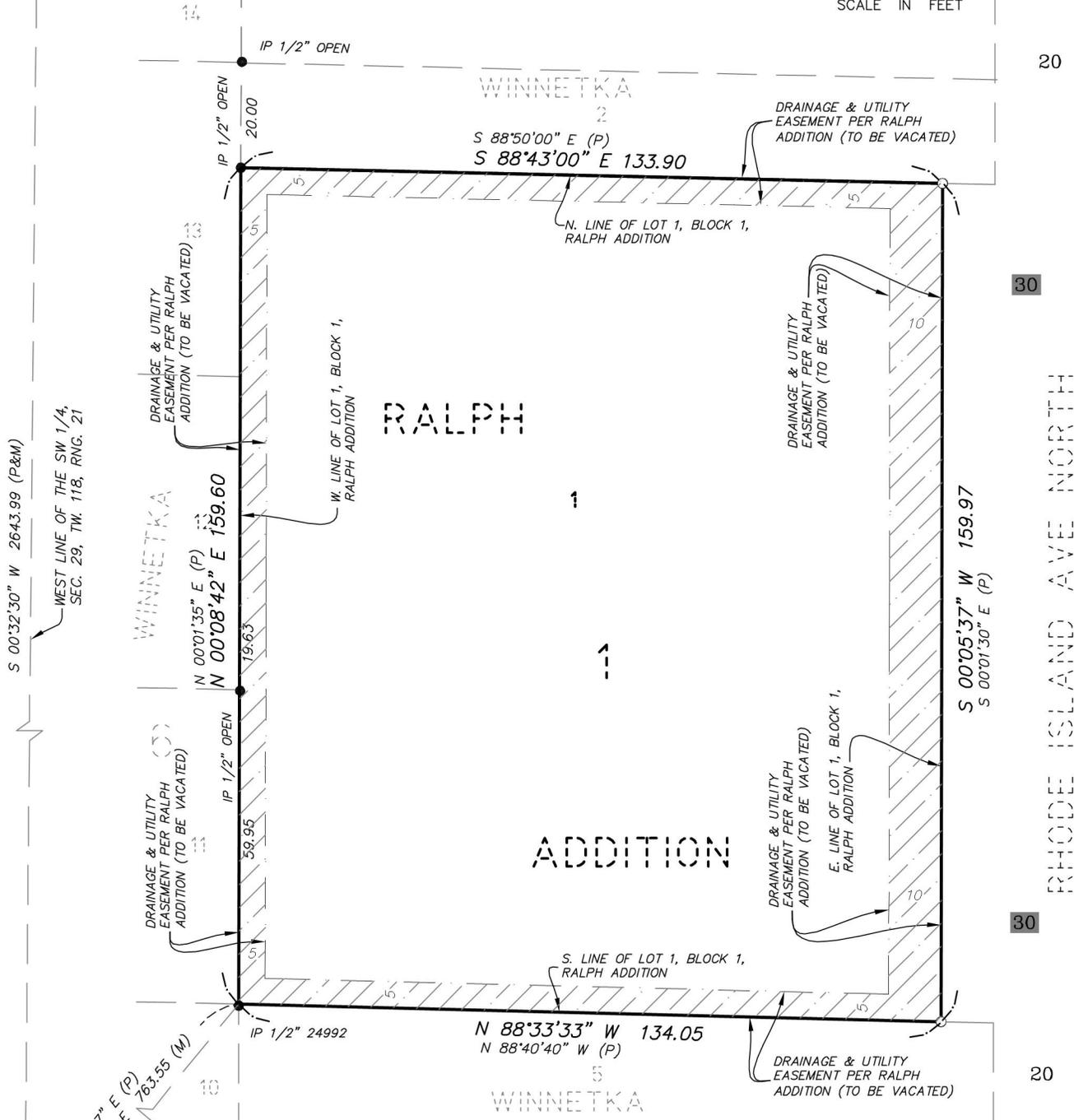
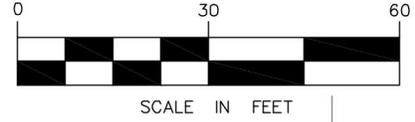
Motion to adopt Resolution Vacating Easements at 1421 Rhode Island Avenue North.

Supporting Documents

- Easement Vacation Exhibit (1 page)
- Resolution Vacating Easements at 1421 Rhode Island Avenue North (1 page)

VACATION OF EASEMENTS EXHIBIT

W 1/4 CORNER OF SEC. 29,
TWP. 118, RNG 21, HENNEPIN
COUNTY CAST IRON MONUMENT



DENOTES AREA OF EASEMENTS TO BE VACATED WITHIN RALPH ADDITION

I hereby certify that this survey was prepared under my supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Vlad Sivriver

DATED: 5/15/2020

Vladimir Sivriver
Minnesota License No. 25105



ENGINEERING DESIGN & SURVEYING
6480 Wayzata Blvd. Minneapolis, MN 55426
OFFICE: (763) 545-2800 FAX: (763) 545-2801
EMAIL: info@edsmn.com WEBSITE: http://edsmn.com

RESOLUTION NO. 20-36

RESOLUTION VACATING EASEMENTS
AT 1421 RHODE ISLAND AVENUE NORTH

WHEREAS, the City Council of the City of Golden Valley, pursuant to due notice, has conducted a public hearing on the vacation of certain drainage and utility easements on the property commonly known as 1421 Rhode Island Avenue North, legally described as follows:

Lot 1, Block 1, RALPH ADDITION, Hennepin County, Minnesota

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

WHEREAS, no public utilities exist within the drainage and utility easements proposed for vacation; and

WHEREAS, the City has evaluated its interest and use of the property; and

WHEREAS, the Council has determined that the vacation will benefit the public interest because the vacation is predicted to foster economic growth in the City of Golden Valley and, on a greater scale, the State of Minnesota benefits by the projected measurable increase in tax revenue and general prosperity.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Golden Valley that said drainage and utility easements located in the Subject Property and legally described below be vacated:

All platted Drainage and Utility Easements within the RALPH ADDITION,
City of Golden Valley, Hennepin County, Minnesota

Adopted by the City Council of Golden Valley, Minnesota this 16th day of June, 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

June 16, 2020

Agenda Item

6. A. Variance Appeal – 1421 & 1435 Rhode Island Avenue North

Prepared By

Myles Campbell, Planner

Introduction

Taylor, Charlie and Linda Ward, the property owners, are seeking to appeal the decisions on two variances from the City Code. The variances are related to the subdivision of an existing lot at 1421 Rhode Island Ave N into 1421 and 1435 Rhode Island Ave N. The applicant is seeking the following variances from City Code:

Variance Request	City Code Requirement
The applicant is requesting a waiver of the second garage requirement in order to keep an existing secondary curb cut.	<p>§ 113-113-88, Single Family Zoning District, Subd. (n)(4) Street Access</p> <p>Each lot may have only one street curb cut access, except the following lots may have up to two street curb cut accesses:</p> <ul style="list-style-type: none"> a. A lot that contains two legally constructed garages. b. A lot of a resident who requires additional driveway access qualifying for a reduced class rate for homestead property as defined by Minn. Stats. § 273.13, subd. 22, Class 1b.
The applicant is requesting a variance of 3 feet off the required 3 feet to a distance of 0 feet at the paved area’s closest point to the side yard property line.	<p>§ 113-88, Single Family Zoning District, Subd. (n)(2) <i>Paved Area Setbacks</i>. Paved areas shall be set back three feet from a lot line, except for shared driveways used by multiple property owners pursuant to a private easement.</p>

Background

The property owner applied for a set of variances at the May 26th Board of Zoning Appeals meeting. The minutes from this meeting as well as the full staff memo are attached with this packet.

At that meeting, four variances were heard: one being approved, one being denied but with a by-right solution being agreed upon by the applicant, and the two remaining variances regarding an existing curb cut and driveway being denied. The property owner then appealed these final two variance decisions regarding the curb cut and driveway.

Summary of Requests

During the subdivision of the lots, City Engineers identified a second curb cut and driveway located at the side property line shared between the two new lots being created. The curb cut itself was primarily located on the 1421 lot, with the driveway being located across both lots. The purpose of the second curb cut is to provide access to the rear of the home on 1421 Rhode Island, to a fenced area where the property owners store a boat and other recreational vehicles. Additionally, the applicant and neighbors have noted that the additional curb cut helps to alleviate some of the parking demand on the street.

City Code requires that single-family homes have only a single curb cut, with the exception of homes that have multiple legal garages requiring access. Additionally the City requires a 3-foot setback between paved areas and side property lines, except for shared driveways used by multiple property owners pursuant to a private easement. The initial recommendation from Engineering staff was the removal of this curb cut and associated driveway, and this was made a condition of the subdivision approval. The applicant requested to pursue a variance that would make both the driveway and curb cut conforming structures on the two lots, and if approved then move forward with the subdivision process without their removal.

Analysis

In reviewing this application, staff has maintained the points of examination to the considerations outlined in Minnesota State Statute 462.357 – that the requested variance is in harmony with the general purposes and intent of the Zoning Chapter, that it is consistent with the City’s Comprehensive Plan, and that a property exhibit “practical difficulties” in order for a variance to be granted.

At the BZA meeting, staff generally found the requests to be in-line with the purpose and intents of both the Zoning Code and the City’s 2040 Comprehensive Plan. Staff was in support of the fact that this matched a number of goals in the Comp Plan’s Housing chapter in being an example of reinvestment and redevelopment in line with intent of the City’s single family zoning requirements.

In order to constitute practical difficulties:

1. The property owner must propose to use the property in a reasonable manner.

Storage of recreational vehicles is allowed in the side and rear yards of residential homes when properly screened, however secondary curb cuts and accesses are rarely supported by the City’s Engineering staff on residential lots. Those curb cuts predating the current code language carry the normal restriction of legal non-conformities in that they cannot be expanded and must be removed in cases of replatting or major additions.

2. The landowners' problem must be due to circumstances unique to the property that is not caused by the landowner.

Due to the proximity of the structure at 1421 Rhode Island to the south property line (12.5 feet), there is limited potential to extend the driveway connecting to the garage to allow for access to the rear of the home itself, especially for larger recreational vehicles. Parking along the street is not a unique issue to this property however, and is by itself not a justification for retaining the curb cut.

3. And the variance, if granted, must not alter the essential character of the locality

Existing grandfathered curb cuts and driveways along property lines are somewhat common in some of the City's older single-family neighborhoods, where they were put in place prior to changes to the City code. The Board has rarely approved variances to bring these into conformity as the City would prefer that they be replaced over time by paved driveways that conform with standard code language.

Other Staff Comments

The City's Engineering staff are not in support of the curb cut or driveway setback variance. They note that a driveway across a property line will cause future problems if and when either property is sold. Not only does it not meet the 3 foot offset from the property line, it crosses the property line. It is also a second curb cut for both properties, which is prohibited by City Code. If the owner wants to construct a permitted garage on the property, then a second curb cut may be allowed, but the current curb cut is still in conflict with the property line and would therefore need to be removed or relocated when plans for a new garage have been approved and permitted. Additionally, engineering staff have pointed out that removal of non-conforming curb cuts is common practice as part of the City's Pavement Management Program, which seeks to create more consistency as streets are refinished.

Recommendation

Motion to deny the variance request of a waiver of the second garage requirement in order to keep an existing secondary curb cut.

Motion to deny the variance request of 3 feet off the required 3 feet to a distance of 0 feet at the paved area's closest point to the side yard property line.

Attachments

- Appeal Application (2 pages)
- Staff Memo and Application Materials from May 26, 2020 Board of Zoning Authority meeting (9 pages)
- Minutes from May 26 Board of Zoning Authority meeting (4 pages)

**APPEAL FORM
BOARD OF ZONING APPEALS DENIAL**

DATE: 5/29/2020

TO: Golden Valley City Council

FROM: Petitioner

Name: Taylor Ward

Address: 1421 Rhode Island Ave N, Golden Valley

Phone: 2182593601

Street address of property involved in this petition:

1421 Rhode Island Ave N

If you are not the owner of all of the property involved in this petition, give the name of the owner and describe the petitioner's interest (legal and otherwise) in this property:

Waiver requested and denied was:

Section 113-88 Subd (n)(4) -wavier to allow a second curb cut without a second legal garage

Section 113-88 Subd (n)(2) 3ft off the required 3ft to the distance of 0ft at the paved arears closest point to the side yard line

BZA Denial Appeal

Appellant's reasons for requesting council's review and consideration of the BZA denial:

I Believe the BZA's reasoning for the removal of my 2nd driveway cut for 1421 is unreasonable. I should not be forced/punished to remove my very functional and highly used access to my side yard storage/parking just because I have summited to subdivide my property to build on the North lot. The paved area is roughly 20ft long with a single driveway cut.

Bids on just removing the curb cut are \$2500+ I also plan to build a second legal garage in the back of 1421. I just can't do everything at once and the new house is a higher priority. But a second garage would justify another good reason to leave the curb cut for even more future use.

If forced to remove the curb cut and pavement from the property, I have been informed that I'm allowed to put landscaping rock up to the property line and up to the curb. I believe this would look more out of place and less appealing then the very functional and highly used curb cut and second driveway. Allowing me to keep my extra trailer and boat out of sight and protected from theft. Which I recently had a tool bag and my girlfriends purse stolen from my car that was parked in the driveway.

If the Council does not approve my variance to leave the driveway and curb cut as is, I think that backing over the new curb will be harder on my equipment and eventually ruin the new curb overtime. My self and neighbors agree that it seems silly to replace what works with something that will not be as functional or visually appealing to the neighborhood. Being that it was grandfathered to the original property and drawing a line for a subdivision has now allowed the city to make me alter my property seems a bit goofy when I can replace what I have with rock that will be much less appealing.

I was hoping for a reasonable understanding from the BZA and that removing the driveway will not make more green space if covered with rock. Along with it not being an issue with the neighbors since I own both lots and plan to stay in golden valley for years to come.

Golden Valley has a variety of home styles and unique quirks to some of the older lots. One of the reasons I bought this property is that the second driveway works so well for my needs and the city requirements for trailers and recreational toys to be out of sight. I don't understand why the city is trying to make everything cookie cutter like some of the newer suburban developments. I hope that I wont be forced to put rock down for a worse looking front yard appearance and a curb that will be difficult to back over.

Attach 7 copies of the site plan and/or drawings that may clarify the requested variance. If your plan is 11" x 17" or smaller, only one copy is needed.



MEMORANDUM
Physical Development Department
 763-593-8095 / 763-593-8109 (fax)

Date: May 26, 2019
To: Golden Valley Board of Zoning Appeals
From: Myles Campbell, Planner
Subject: 1421 and 1435 Rhode Island Ave N
 Taylor Ward, Applicant

Introduction

Taylor, Charlie and Linda Ward, the property owners, are seeking four variances from the City Code to make a series of improvements at a pair of recently subdivided lots, 1421 Rhode Island Ave N and 1435 Rhode Island Ave N. The applicant is seeking the following variances from City Code:

Variance Request	City Code Requirement
<p>The applicant is requesting a variance of 10 feet off the required 35 feet to a distance of 25 feet at its closest point to the front yard (east) property line.</p>	<p>§ Section 113-88, Single Family Zoning District, Subd. (f)(1)(a) Front Yard Setback. The required minimum front setback shall be 35 feet from any front lot line along a street right-of-way line. Decks and open front porches, with no screens, may be built to within 30 feet of a front lot line along a street right-of-way line.</p>
<p>The applicant is requesting a variance of 11 feet off the maximum allowed accessory structure area of 1,000 to a total area of 1,011.</p>	<p>§ Section 113-88, Single Family Zoning District, Subd. (g)(3) Accessory Structure Area Each lot is limited to a total of 1,000 square feet of the following accessory structures: detached and attached garages, detached sheds, greenhouses, and gazebos.</p>
<p>The applicant is requesting a waiver of the second garage requirement in order to keep an existing secondary curb cut.</p>	<p>§ 113-113-88, Single Family Zoning District, Subd. (n)(4) Street Access Each lot may have only one street curb cut access, except the following lots may have up to two street curb cut accesses:</p>

	<ul style="list-style-type: none"> a. A lot that contains two legally constructed garages. b. A lot of a resident who requires additional driveway access qualifying for a reduced class rate for homestead property as defined by Minn. Stats. § 273.13, subd. 22, Class 1b.
<p>The applicant is requesting a variance of 3 feet off the required 3 feet to a distance of 0 feet at the paved area’s closest point to the side yard property line.</p>	<p>§ 113-88, Single Family Zoning District, Subd. (n)(2) <i>Paved Area Setbacks</i>. Paved areas shall be set back three feet from a lot line, except for shared driveways used by multiple property owners pursuant to a private easement.</p>

Background

In 2008, the subject property consisted of three lots that were combined for tax purposes. Two lots were 60 feet wide and the third was 40 feet wide (with the last 20 feet owned by the property directly to the north). An existing home on the property was being demolished and in order to legally construct a new home, the three platted lots needed to be formally combined. This was approved by the City Council late in the year and in 2009 a new home was constructed on the south portion of this lot, leaving sufficient room for a future second home to be constructed on the north portion.

Seeking to utilize this north portion, the property owners recently sought and were approved to subdivide the combined lot into two smaller lots of roughly 80 feet in width – 1421 Rhode Island to the south and 1435 Rhode Island to the north. The two lots are 10,715 sq. ft. and 10,687 sq. ft. respectively. The existing two-car garage on 1435 Rhode Island was part of a variance approval in 2002, and measures approximately 787 total sq. ft. Typically when subdividing to create a new lot, accessory structures would not be allowed to exist without the presence of a principal structure. Given the property owners plan to begin construction this summer however, City Staff felt comfortable in allowing the garage to remain in place so long as the home itself was built in a timely manner.

Summary of Requests

The variances requested by the applicant are either for the purpose of constructing a new home on 1435 Rhode Island Ave N, or are related to the conditions of subdivision approval, which required that items such as the extra curb cut either be removed or brought into conformity via a variance approval.

The applicant is requesting a reduction in the front setback requirement of 10 feet off of the required 35 feet from the front property line. At the time of its replatting in 2008 the City obtained 10 feet of additional right-of-way from the combined parcel at the time, effectively moving the front property line in by 10 feet. By reducing the setback requirement, the applicant is hoping to maintain a consistent distance from the roadway when compared to neighbors along the street, maintaining the character of the view shed from the street.

In the City's Single-Family Zoning District, the code allows for up to 1,000 sq. ft. of attached and detached accessory structures such as a garage or shed. The applicant is showing on their preliminary site plan for 1435 Rhode Island a new attached single-car garage in addition to the existing detached garage to the rear. The existing garage measures 32.2x24.5 from its exterior walls, or 787 sq. ft. The proposed single-car garage would be approximately 14x16 ft. with width measured from the exterior wall closest to the side property line to the interior side wall, or 224 sq. ft. The resulting 1,011 sq. ft. of combined accessory structure space would exceed the maximum allowed by the zoning code by 11 feet.

During the subdivision process, City Engineers identified a second curb cut and driveway located at the side property line shared between the two new lots being created. The curb cut itself was primarily located on the 1421 lot, with the driveway being located across both lots. The applicant has stated he would like to cut the driveway such that it does not cross over onto the northern lot, but it would still run along the property line. The purpose of the second curb cut is to provide access to the rear of the home on 1421 Rhode Island, to a fenced area where the property owners store a boat and other recreational vehicles. Additionally, the applicant and neighbors have noted that the additional curb cut helps to alleviate some of the parking demand on the street.

City Code requires that single-family homes have only a single curb cut, with the exception of homes that have multiple legal garages requiring access. Additionally the City requires a 3-foot setback between paved areas and side property lines, except for shared driveways used by multiple property owners pursuant to a private easement. The initial recommendation from Engineering staff was the removal of this curb cut and associated driveway, and this was made a condition of the subdivision approval. The applicant requested to pursue a variance that would make both the driveway and curb cut conforming structures on the two lots, and if approved then move forward with the subdivision process without their removal. Staff agreed that if the two items were approved and brought into conformance with zoning code, they would no longer need to meet the condition of removing the two items from either lot.

Analysis

In reviewing this application, staff has maintained the points of examination to the considerations outlined in Minnesota State Statute 462.357 – that the requested variance is in harmony with the general purposes and intent of the Zoning Chapter, that it is consistent with the City's Comprehensive Plan, and that a property exhibit "practical difficulties" in order for a variance to be granted.

Staff finds that the variances are, generally speaking, in line with both the purpose of the Zoning Code as well as the purpose of the Single-Family Residential (R-1) Zoning District, which is "to provide for detached single-family dwelling units at a low density along with directly related and complementary uses." The requests would not allow for additional unit density in the neighborhood, although the additional curb cut would be a more significant deviation from what is typically allowed in the district.

In the City's 2040 Comprehensive Plan, one of the stated objectives of the Land Use Chapter is to *protect existing residential neighborhoods* (p. 2-35) and one of the policy actions to that end is to "Enforce subdivision regulations to reduce potential impacts to neighborhood character." As a condition of its subdivision, these two lots were required to address the curb cut and shared driveway in order to receive approval from the Planning Commission and City Council. This can either be accomplished via their removal, or the approval of a variance. Additionally, in its Housing Chapter, the City lists a number of objectives relating to the larger goal of maintaining the quality of housing in the city (p. 3-21). With an infill development project like this one, staff is happy to see the reinvestment going back into the property and the creation of new housing stock, with the caveat that this new housing must meet the high standards established by the City for its single-family homes.

In order to constitute practical difficulties:

1. The property owner must propose to use the property in a reasonable manner.

Front Setback: Staff finds the request to keep the home in line with others along the block reasonable.

Accessory Structures: It is reasonable for a homeowner to want an indoor garage, however given the existing two-car garage on the site, additional covered parking may be more of a luxury than a reasonable need.

Curb cut and Driveway: Storage of recreational vehicles is allowed in the side and rear yards of residential homes when properly screened, however secondary curb cuts and accesses are rarely supported by the City's Engineering staff on residential lots. Those curb cuts predating the current code language carry the normal restriction of legal non-conformities in that they cannot be expanded and must be removed in cases of replatting or major additions. Such curb cuts have been removed throughout the City as part of the street reconstruction program since the limitation was adopted in 2010.

2. The landowners' problem must be due to circumstances unique to the property that is not caused by the landowner.

Front Setback: The City's acquisition of additional right-of-way was not an active choice made by the property owner, and does result in creating a shallower lot to build on compared to surrounding properties.

Accessory Structures: Other than the existing location and size of the detached garage the applicant wishes to keep in place on 1435 Rhode Island, the lot itself is of a standard size and with relatively even topography. The existing garage is being kept as a choice of the property owner, and staff sees no other unique challenges with the lot otherwise.

Curb Cut and Driveway: Due to the proximity of the structure at 1421 Rhode Island to the south property line (12.5 feet), there is limited potential to extend the driveway connecting

to the garage to allow for access to the rear of the home itself, especially for larger recreational vehicles. Parking along the street is not a unique issue to this property however, and is by itself not a justification for retaining the curb cut.

3. And the variance, if granted, must not alter the essential character of the locality

Front Setback: Staff feels that by reducing the setback to bring the home in line with others along the block would make the new home less likely to feel out of place with surrounding properties.

Accessory Structures: The attached garage would not drastically alter the appearance of the home on the lot in comparison to other similar sized homes. The additional 11 square feet of area would not likely be noticeable.

Curb Cut and Driveway: Existing grandfathered curb cuts and driveways along property lines are somewhat common in some of the City's older single-family neighborhoods, where they were put in place prior to changes to the City code. The Board has rarely approved variances to bring these into conformity as the City would prefer that they be replaced over time by paved driveways that conform with standard code language.

Additionally, staff assesses whether other options are available to meet the applicant's needs without requiring a variance. Staff finds that in the case of the accessory structure size request, the 11 sq. ft. that exceed the required maximum of 1,000 sq. ft. could likely be met by reducing the width of the attached garage structure by as little as a foot. This would still leave sufficient room to pull in an average size vehicle, and with the garage being 16 feet in depth, would save more than the 11 square feet necessary.

Lastly, staff assesses whether the proposal requests the smallest variance necessary to meet the applicant's needs. Staff agrees with the applicant that for all cases other than the accessory structure size, these requests represent the most minimal feasible to suit the applicant's needs.

Additional Staff Comments

The City's Engineering staff are not in support of the curb cut or driveway setback variance. They note that a driveway across a property line will cause future problems if and when either property is sold. Not only does it not meet the 3 foot offset from the property line, it crosses the property line. It is also a second curb cut for both properties, which is prohibited by City Code without a legal second garage. If the owner wants to construct a permitted garage on the property, then a second curb cut may be allowed, but it is still in conflict with the property line and therefore, needs to be removed or relocated when plans for a new garage have been approved and permitted.

Recommendation

Staff recommends **approval** of the variance request of 10 feet off the required 35 feet to a distance of 25 feet at its closest point to the front yard (east) property line.

Staff recommends **denial** of the variance request of 11 feet off the maximum allowed accessory structure area of 1,000 to a total area of 1,011.

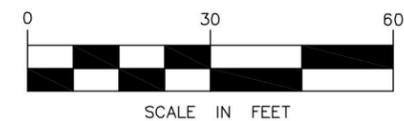
Staff recommends **denial** of the variance request of a waiver of the second garage requirement in order to keep an existing secondary curb cut.

Staff recommends **denial** of the variance request of 3 feet off the required 3 feet to a distance of 0 feet at the paved area's closest point to the side yard property line.

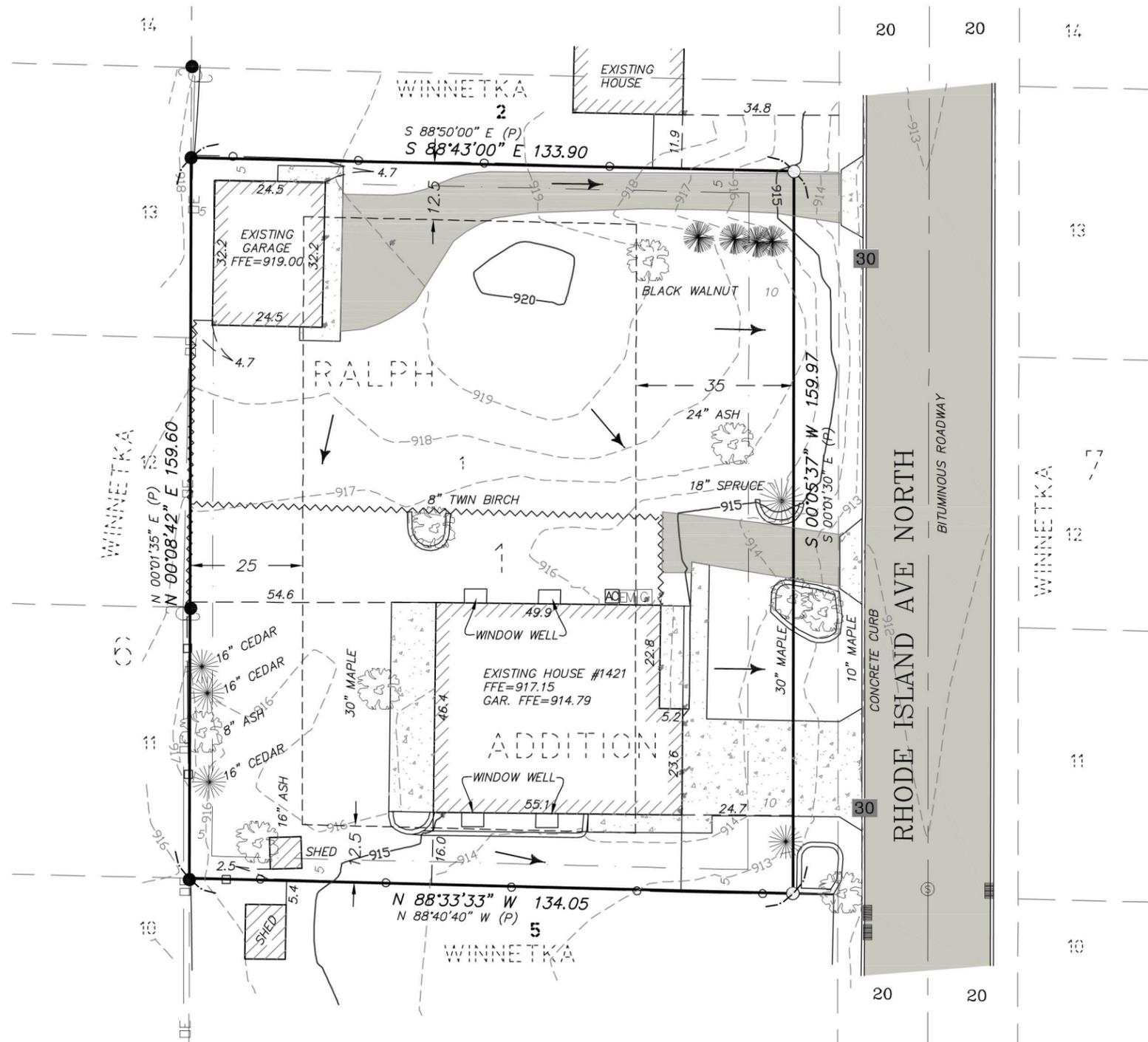


CERTIFICATE OF SURVEY

-for-
TAYLOR WARD



Call 48 Hours before digging
GOPHER STATE ONE CALL
Twin Cities Area 651-454-0002
MN. Toll Free 1-800-252-1166



LEGAL DESCRIPTION

Lot 1, Block 1, RALPH ADDITION, Hennepin County, Minnesota, according to the recorded plat thereof.

HARDCOVER

EXISTING BUILDING	3,274 SQ. FT.
EXISTING CONCRETE SURFACE	1,591 SQ. FT.
EXISTING BITUMINOUS SURFACE	1,635 SQ. FT.
TOTAL LOT AREA	21,402 SQ. FT.
EXISTING HARDCOVER	30.4 %

BUILDING SETBACKS

ZONING: R1 = SINGLE FAMILY DISTRICT
HOUSE: FRONT = 35 FT
SIDE = 12.5 FT
REAR = 25 FT
ACCESSORY: FRONT = 35 FT
SIDE/REAR = 5 FT

REFERENCE BENCHMARK

ELEVATION = 916.97 (NGVD 29) MNDOT DISK
"WINETKA RM1" NW QUADRANT OF NORTH
FRONTAGE ROAD AND SUMTER AVE SOUTH.

NOTES

1. THE BASIS OF THE BEARING SYSTEM IS ASSUMED.
2. NO SPECIFIC SOIL INVESTIGATION HAS BEEN COMPLETED
3. CONTRACTOR SHALL VERIFY PROPOSED ELEVATIONS.
4. NO TITLE INFORMATION WAS PROVIDED FOR THIS SURVEY. THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS OF RECORD.
5. EXISTING UTILITIES AND SERVICES SHOWN HEREON OWNER LOCATED EITHER PHYSICALLY ON THE GROUND DURING THE SURVEY OR FROM EXISTING RECORDS MADE AVAILABLE TO US OR BY RESIDENT TESTIMONY. OTHER UTILITIES AND SERVICES MAY BE PRESENT. VERIFICATION AND LOCATION OF UTILITIES AND SERVICES SHOULD BE OBTAIN FROM THE OWNERS OF RESPECTIVE UTILITIES BY CONTACTING GOPHER STATE ONE CALL AT (651) 454-0002 PRIOR TO ANY DESIGN, PLANNING OR EXCAVATION.

LEGEND

- DENOTES FOUND PROPERTY IRON
- DENOTES SET 1/2" X 18" REBAR WITH PLASTIC CAP "PLS 25105"
- DENOTES BOUNDARY LINE
- - - DENOTES LOT LINE
- - - DENOTES SETBACK LINE
- x999.99 DENOTES EXISTING SPOT ELEVATION
- DENOTES CONCRETE SURFACE
- 999 - - - DENOTES EXISTING CONTOUR LINE
- FFE DENOTES FINISH FLOOR ELEVATION
- DENOTES BITUMINOUS SURFACE
- DENOTES DECIDUOUS TREE
- ★ DENOTES CONIFEROUS TREE
- DENOTES CHAINLINK FENCE
- DENOTES WOOD FENCE
- ~ ~ ~ DENOTES PVC FENCE
- DENOTES ELECTRIC POWER POLE
- (M) DENOTES MEASURED DISTANCE
- (P) DENOTES PLATTED DISTANCE
- ⊙ DENOTES SANITARY MANHOLE
- EM DENOTES ELECTRIC METER
- AC DENOTES AIR CONDITIONER
- ← DENOTES DRAINAGE FLOW
- ⊙ DENOTES GAS METER
- DENOTES GAS METER
- OE— DENOTES OVERHEAD ELECTRIC

NO.	DATE	DESCRIPTION	BY

EDS ENGINEERING DESIGN & SURVEYING
6480 Wayzata Blvd. Minneapolis, MN 55426
OFFICE: (763) 545-2800 FAX: (763) 545-2801
EMAIL: info@edsmn.com WEBSITE: http://edsmn.com

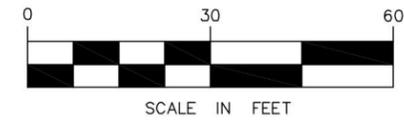
I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.
Vlad Sivirer
VLADIMIR SIVIRER L.S. NO. 25105 DATED: 02/12/20

JOB NAME: TAYLOR WARD	FIELD WORK DATE: 1/28/2020	DRAWN BY: CG	PROJECT NO.: 20-005
LOCATION: 1421 RHODE ISLAND AVE. N. GOLDEN VALLEY, MN 55427	FIELD BOOK NO.: EDS-13	CHECKED BY: VS	SHEET NO. 1 OF 1

SITE PLAN

-for- TAYLOR WARD

Call 48 Hours before digging
GOPHER STATE ONE CALL
 Twin Cities Area 651-454-0002
 MN. Toll Free 1-800-252-1166



LEGEND

- DENOTES FOUND PROPERTY IRON
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- (M) DENOTES MEASURED DISTANCE
- (P) DENOTES PLATTED DISTANCE
- ⊙ DENOTES SANITARY MANHOLE
- EM DENOTES ELECTRIC METER
- AC DENOTES AIR CONDITIONER
- ← DENOTES DRAINAGE FLOW
- G DENOTES GAS METER
- DENOTES GAS METER
- OE — DENOTES OVERHEAD ELECTRIC
- xxx.x DENOTES PROPOSED ELEVATION
- ✖ DENOTES TREE TO BE REMOVED
- DENOTES PROPOSED SILT SOCK
- DENOTES PROPOSED ROCK ENT.
- xxx.x DENOTES PROPOSED CONTOUR

PROPOSED HARDCOVER

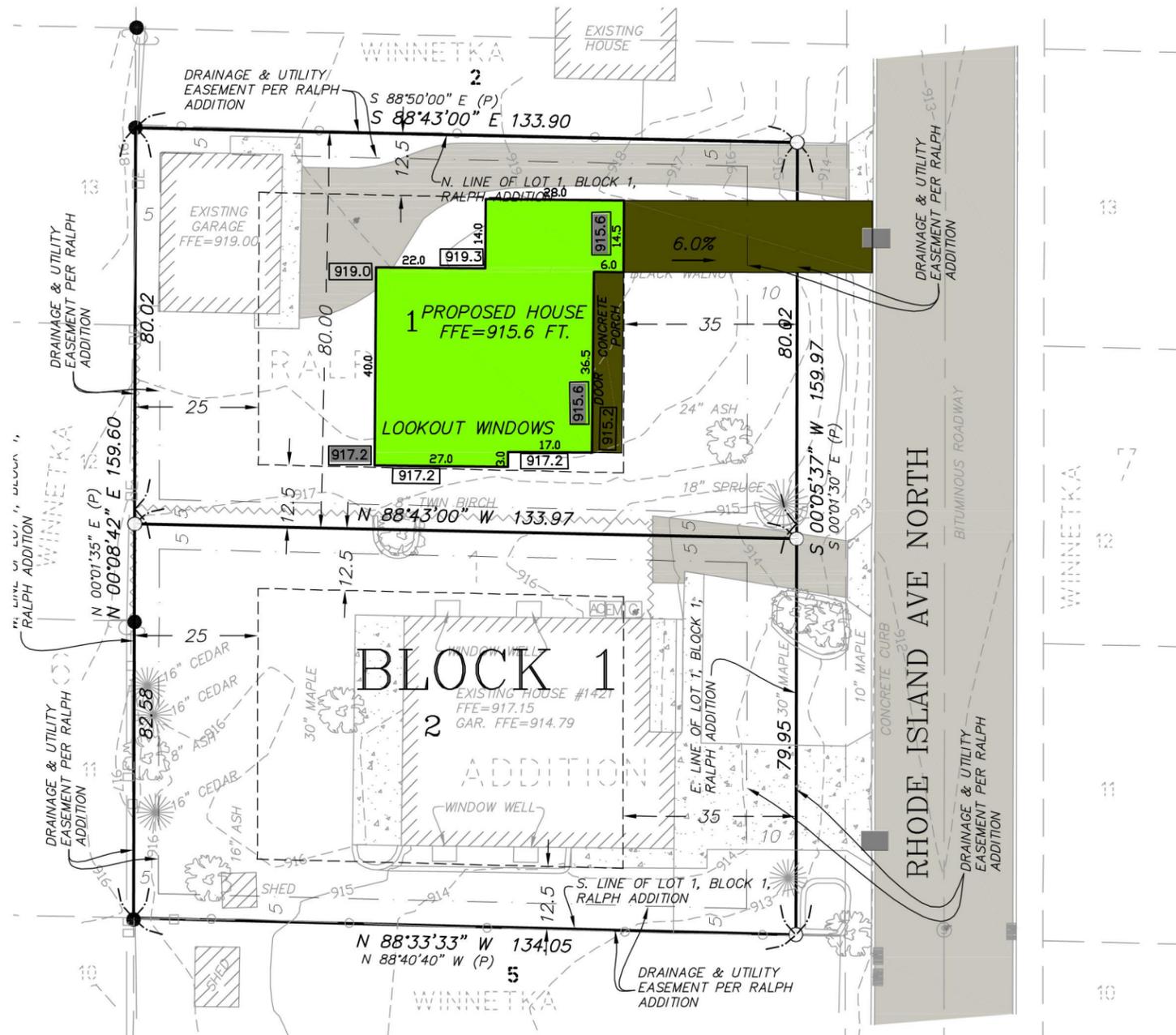
PROPOSED HOUSE	2,104 SQ. FT.
EXISTING GARAGE	787 SQ. FT.
PROPOSED CONCRETE DRIVEWAY	508 SQ. FT.
EXISTING BITUMINOUS SURFACE	1,635 SQ. FT.
TOTAL IMPERVIOUS	5,034 SQ. FT.
TOTAL LOT AREA	21,402 SQ. FT.
EXISTING HARDCOVER	30.4 %

REFERENCE BENCHMARK

ELEVATION = 916.97 (NGVD 29) MNDOT DISK
 "WINNETKA RM1" NW QUADRANT OF NORTH
 FRONTAGE ROAD AND SUMTER AVE SOUTH.

NOTES

1. THE BASIS OF THE BEARING SYSTEM IS ASSUMED.
2. NO SPECIFIC SOIL INVESTIGATION HAS BEEN COMPLETED
3. CONTRACTOR SHALL VERIFY PROPOSED ELEVATIONS.
4. NO TITLE INFORMATION WAS PROVIDED FOR THIS SURVEY. THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS OF RECORD.
5. EXISTING UTILITIES AND SERVICES SHOWN HEREON OWNER LOCATED EITHER PHYSICALLY ON THE GROUND DURING THE SURVEY OR FROM EXISTING RECORDS MADE AVAILABLE TO US OR BY RESIDENT TESTIMONY. OTHER UTILITIES AND SERVICES MAY BE PRESENT. VERIFICATION AND LOCATION OF UTILITIES AND SERVICES SHOULD BE OBTAIN FROM THE OWNERS OF RESPECTIVE UTILITIES BY CONTACTING GOPHER STATE ONE CALL AT (651) 454-0002 PRIOR TO ANY DESIGN, PLANNING OR EXCAVATION.



LEGAL DESCRIPTION

Lot 1, Block 1, RALPH ADDITION, Hennepin County, Minnesota, according to the recorded plat thereof.

BUILDING SETBACKS

ZONING: R1 = SINGLE FAMILY DISTRICT
 HOUSE: FRONT = 35 FT
 SIDE = 15 FT
 REAR = 25 FT
 ACCESSORY: FRONT = 35 FT
 SIDE/REAR = 5 FT

EXISTING HARDCOVER

EXISTING BUILDING	3,274 SQ. FT.
EXISTING CONCRETE SURFACE	1,591 SQ. FT.
EXISTING BITUMINOUS SURFACE	1,635 SQ. FT.
TOTAL LOT AREA	21,402 SQ. FT.
EXISTING HARDCOVER	30.4 %

NO.	DATE	DESCRIPTION	BY

ENGINEERING DESIGN & SURVEYING
 6480 Wayzata Blvd. Minneapolis, MN 55426
 OFFICE: (763) 545-2800 FAX: (763) 545-2801
 EMAIL: info@edsmn.com WEBSITE: http://edsmn.com

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Vlad Sivriver
 VLADIMIR SIVRIVER L.S. NO. 25105 DATED: 02/15/20

JOB NAME: TAYLOR WARD	FIELD WORK DATE: 1/28/2020	DRAWN BY: CG	PROJECT NO.: 20-005
LOCATION: 1421 RHODE ISLAND AVE. N. GOLDEN VALLEY, MN 55427	FIELD BOOK NO.: EDS-13	CHECKED BY: VS	SHEET NO. 1 OF 2

Board of Zoning Appeals

May 26, 2020 – 7 pm

REGULAR MEETING MINUTES

This meeting was held via Webex in accordance with the local emergency declaration made by the City under Minn. Stat. § 12.37. In accordance with that declaration, beginning on March 16, 2020, all Board of Zoning Appeals meetings held during the emergency were conducted electronically. The City used Webex to conduct this meeting and members of the public were able to monitor the meeting by calling 1-415-655-0001 and entering the meeting code **287 526 927**.

Call To Order

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

Roll Call

Members present: Nancy Nelson, Richard Orenstein, Chris Carlson, Sophia Ginis, Kade Arms-Regenold, Ron Blum – Planning Commissioner

Members absent:

Staff present: Planning Manager Jason Zimmerman and Planner Myles Campbell

Approval of Agenda

MOTION made by Nelson, seconded by Orenstein to approve the agenda of May 26, 2020, as submitted. Staff took a roll call vote and the motion carried unanimously.

Approval of Minutes

MOTION made by Nelson, seconded by Carlson to approve the April 28, 2019, meeting minutes as submitted. Staff took a roll call vote and the motion carried unanimously.

1. 1421/1435 Rhode Island Ave North

Taylor Ward, Applicant

Requests:

Section 113-88, Subd. (f)(1)(a) – 10 feet off the required 35 feet to a distance of 25 feet at its closest point to the front yard (east) property line.

Section 113-88, Subd. (g)(3) – 11 square feet off the maximum allowed 1,000 square feet of accessory space to a total area of 1,011 square feet

Section 113-88, Subd. (n)(4) – Waiver to allow a second curb cut without a second legal garage

Section 113-88, Subd. (n)(2) – 3 feet off the required 3 feet to a distance of 0 feet at a paved area's closest point to a side yard line



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.



All four requests were presented on at the same time.

Myles Campbell, Planner, started with a background on the lot which originated as 3 smaller lots that were then combined into a single parcel in 2008; the existing home at 1421 was built in 2009. A subdivision request was recently approved to make two 80-foot lots; 1421 to the south and 1435 to the north. The first two variance requests are related to the new property at 1435 and the second two variances in this list are related to the 1421 property.

An existing curb cut and driveway is located on this property and is now situated on the property line of the two lots. This driveway was grandfathered in when the lots were combined but now with the lot split, the driveway needs to be brought to conformity or remove the curb cut. **Campbell** presented a slideshow with photos of the lots and plans to illustrate the location and the variance requests. Campbell reminded the group that there are three main items to consider during a staff analysis:

1. Consistency with Zoning Code
2. Consistency with Comp. Plan
3. Property exhibits “practical difficulties”
 - a. Reasonable use
 - b. Unique circumstances not created by the landowner
 - c. Does not alter the essential character

Campbell reviewed the zoning code and said staff felt all four requests largely matched with the purpose statement in the city code. When looking at code related to the R-1 district, the requests would not allow additional unit density, garages and recreational vehicle storage are complementary to residential use, but an additional curb cut is a more significant deviation from the purpose of the R-1 district. Looking at the 2040 Comprehensive Plan, the requests generally fit with the goals of the Land Use and Housing Chapters of the 2040 Comprehensive Plan. Action on the curb cut (variance or removal) resolves subdivision conditions. This project is a great example of reinvestment and infill development.

Regarding the front setback variance request: keeping the home in line with others on the street is reasonable. The City acquired the additional ROW, this was not a choice made by the homeowner, this action created a shallower lot to build on than surrounding properties. Keeping the home in line with the others is less disruptive to the neighborhood character.

Regarding the accessory structure: having a garage is reasonable however the site has a two-car garage and an additional one is an optional amenity. The lot is standard and therefore the limitation is the existing garage that remained. 11 extra feet of additional area would not be a noticeable impact to the existing character. Additionally, 11 feet could be found by reducing the single-car garage width slightly and still maintain space for a standard width vehicle.

Regarding the curb cut and driveway: vehicle storage in rear yards is expected however secondary curb cuts and driveways without garages are discouraged and disallowed in the cases of new builds. The home’s proximity to the southern property line likely won’t allow enough room to extend the primary driveway across the rear yard. Street parking levels don’t constitute a unique

circumstance. Grandfathered curb cuts exist in many older single family neighborhoods throughout the city, but few are granted conformity through variance requests. Shared driveways aren't uncommon either but require the owner draft a private easement providing joint access and maintenance.

In conclusion, staff recommendations are as follows:

- Staff recommends **approval** of the variance request of 10 feet off the required 35 feet to a distance of 25 feet at its closest point to the front yard (east) property line.
- Staff recommends **denial** of the variance request of 11 feet off the maximum allowed accessory structure area of 1,000 to a total area of 1,011.
- Staff recommends **denial** of the variance request of a waiver of the second garage requirement in order to keep an existing secondary curb cut.
- Staff recommends **denial** of the variance request of 3 feet off the required 3 feet to a distance of 0 feet at the paved area's closest point to the side yard property line.

Chair Orenstein asked what caused the issue for the curb cut since it had been in existence.

Campbell responded that the subdivision approval process requires the new lots be conforming and the existing driveway was considered a non-conformity. There are other lots with a second driveway that lead to the back of the lot and are used for vehicle storage. Those driveways are grandfathered in and as long as the property isn't subdivided, it'll remain grandfathered in.

Taylor Ward, Applicant, stated the appeal for him to purchase the property was the second driveway so he could store recreational vehicles and keep them off the road. **Jason Zimmerman, Planning Manager**, asked the applicant if his boat could be stored at the northern property. **Ward** responded that his parents will be living at the southern property and it's their boat. He will be living on the northern property and the existing driveway is too narrow for the boat. He also stated the financial burden of removing the concrete and the city requirements for a contractor to replace the curb cut. **Member Nelson** asked the applicant if reducing the attached garage width would be still a usable space and **Ward** responded that he can reduce the width, he just would prefer to have a wider garage for ease of use.

Chair Orenstein asked if there were any members of the public wishing to speak, none were present. **Campbell** reminded the Board they had a letter in the packet from a neighbor of the applicant, supporting the driveway variance.

The Board entered in to a discussion about the variance requests and a motions request was made for each individual variance.

A **MOTION** was made by **Nelson** and seconded by **Orenstein** to follow staff recommendation and approve the variance request of 10 feet off the required 35 feet to a distance of 25 feet at its closest point to the front yard (east) property line. Staff called a roll call vote and the motion passed unanimously.

A **MOTION** was made by **Orenstein** and seconded by **Nelson** to follow staff recommendation and deny the variance request of 11 feet off the maximum allowed accessory structure area of 1,000 to a total area of 1,011. Staff called a roll call vote and the motion passed unanimously.

A **MOTION** was made by **Orenstein** and seconded by **Carlson** to follow staff recommendation and deny the variance request of a waiver of the second garage requirement in order to keep an existing secondary curb cut. Staff called a roll call vote and the motion passed unanimously.

A **MOTION** was made by **Carlson** and seconded by **Blum** to follow staff recommendation and deny the variance request of 3 feet off the required 3 feet to a distance of 0 feet at the paved area's closest point to the side yard property line. Staff called a roll call vote and the motion passed unanimously.

2. 4725 Olson Memorial Highway

Mike Olson, Applicant

Requests:

Section 113-95, Subd. (g)(10)(c) – 10 feet off the required 30 feet to a distance of 20 feet at its closest point to the wide yard (west) property line

Section 113-95, Subd. (f)(10)(b)(2) – 10 feet off the required 35 feet to a distance of 25 feet at its closest point to the front yard (west) property line

Section 113-151 – Waiver of the prohibition on parking within the front yard landscaped area

Section 113-151, Subd. (c) – 3 spaces off the 36 parking spaces required for a total of 33 parking spaces on the property

Myles Campbell, Planner, started with a background of the applicant and the four variance requests that will be addressed together. The property is a current office building on Olson Memorial and the applicant is intending to build an accessory storage structure on the lot. The gross square footage of the principal structure is 9,216 and the lot area is about 38,583 sq. ft. There are currently 28 parking spaces including 2 handicap spaces. Variances were approved in 2000 for a significant expansion of the building to the west. The expansion wasn't completed but the parking distance from the side and rear property were brought in to conformity as part of the approvals. Staff used the same three items in their analysis as with the previous variance.

Regarding the accessory structure setback: these structures are allowed in the district and this structure otherwise meets the use, size, and design standards of the code. The lot layout creates issues locating a detached structure. The connection to the parking lot is also necessary to move materials to and from vehicles. The structure would abut a large parking lot to the west, a railroad to the south, and not impact any principal issues.



EXECUTIVE SUMMARY

Physical Development

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

**Golden Valley City Council Meeting
June 16, 2020**

Agenda Item

6. B. Variance Appeal– 4725 Olson Memorial Highway

Prepared By

Myles Campbell, Planner

Introduction

Mike Olson and Brit Amundson, of TreHus Builders, Inc. are appealing the decision on a variance from the City Code to create a new accessible parking area at 4725 Olson Memorial Highway. The applicant is seeking the following variance from City Code:

Variance Request	City Code Requirement
<p>The applicant is requesting a waiver of the front yard landscaped area requirement for the added accessible spaces off of the frontage road.</p>	<p>§ 113-151, Off-Street Parking and Loading, Subd. (b)(9), <i>Landscaping; Internal and External</i>. The minimum required landscaped areas, within which there shall be no parking or drive aisles (except driveway access from street) in R-3, R-4, Institutional, Office, Commercial, Light Industrial, and Industrial Zoning Districts, shall be:</p> <p>a. External Landscaping. 1. Front yard: 35 feet.</p>

Background

The property owner applied for a set of variances at the May 26th Board of Zoning Appeals meeting. The minutes from this meeting as well as the full staff memo are attached with this packet.

At that meeting, four variances were heard: three of these were approved by the Board with one being denied, a variance regarding the location of new accessible parking off the end of the frontage road. The board, given the denial of this variance, modified one of the other approved variances regarding overall parking to allow for a larger variance. After the meeting, the applicant appealed the decision on this final variance.

Summary of Requests

The applicant is proposing to locate two new ADA spaces off of the end of the frontage road. The new location would be both closer to the primary entrance of the building and have a less steep slope to travel to that entrance than from the existing accessible spaces. The site's two existing ADA parking

would then be converted to three traditional parking to help meet the overall provision of off-street parking on the lot. To establish the new spaces would require an additional curb cut off of the frontage road and to eliminate the usual landscaped buffer the city requires between the road and the spaces themselves. While multiple curb cuts are allowed in the Office Zoning District, the elimination of the landscaped buffer would necessitate a variance from the City's off-street parking regulations.

Analysis

In reviewing this application, staff has maintained the points of examination to the considerations outlined in Minnesota State Statute 462.357 – that the requested variance is in harmony with the general purposes and intent of the Zoning Chapter, that it is consistent with the City's Comprehensive Plan, and that a property exhibit "practical difficulties" in order for a variance to be granted.

At the May 26th BZA meeting, staff generally found the proposals to be in line with the purpose and intent of both the broader zoning code and the Office Zoning District, as well as the goals and policies of the comprehensive plan.

In order to constitute practical difficulties:

1. The property owner must propose to use the property in a reasonable manner.

The new location of accessible spaces would reduce the distance between the parking spaces and the entrance of the building and have a smaller grade change to the entrance. The location in relation to the frontage road itself does raise some concerns amongst staff as the complete elimination of a landscaped buffer is a significant variance from code.

2. The landowners' problem must be due to circumstances unique to the property that is not caused by the landowner.

Given the need for accessible parking to be near the entrance of the building, there are limited options other than the existing location of the accessible parking on-site. Maintaining the current location of the accessible parking is an option, but would result in a lower overall provided parking on site.

3. And the variance, if granted, must not alter the essential character of the locality

Of the proposed variances, this item will have the greatest visual impact from the road. It would essentially create a parking pad at the end of the frontage road. Staff does not feel this impacted view would be detrimental or negative, but it would be a change from the current situation.

Additional Staff Comments

The City's Engineering Staff do not support a variance for the additional parking area constructed off the end of the cul-de-sac. The proposed location would function as an extension of the street, and would create significant issues for snow and ice removal for public works staff. There were also concerns in where the property owner would be able to store snow without pushing it into the right-of-way or blocking the pedestrian access to the primary entrance. Additional curb cuts are occasionally allowed for driveway access to commercial buildings, but not solely for parking. This is no different than parking bump-outs which are discouraged for private benefit throughout the City.

Recommendation

Motion to deny the variance of a waiver of the front yard landscaped area requirement for the added accessible spaces off of the frontage road.

Attachments

- Appeal Application (3 pages)
- Staff Memo and Application Materials from May 26, 2020, Board of Zoning Authority meeting (10 pages)
- Minutes from May 26, 2020, Board of Zoning Authority meeting (3 pages)

**APPEAL FORM
BOARD OF ZONING APPEALS DENIAL**

DATE: 6/18/2020

TO: Golden Valley City Council

FROM: Petitioner

Name: Mike Olson, Brit Amundson (owner)

Address: 3017 4th Ave. S. Minneapolis, MN 55408

Phone: Mike (952-693-3778), Brit (612-965-0166)

Street address of property involved in this petition:

4725 Olson Memorial Hwy, Golden Valley MN 55422

If you are not the owner of all of the property involved in this petition, give the name of the owner and describe the petitioner's interest (legal and otherwise) in this property:

Brit Amundson representing DBA is the property owner.

Waiver requested and denied was:

Section 113-151 – Waiver of the prohibition on parking within the front yard landscaped area

Appellant's reasons for requesting council's review and consideration of the BZA denial:

- The existing parking lot will be reconfigured slightly in order to accommodate an accessory storage building located at the SW corner of the existing parking lot, and to maximize parking. We have proposed two parking lot layouts:
 - - o Option 1:
 - This design was submitted in our variance application on May 5th, 2020.
 - This design requested a variance to create 2 accessible parking spaces located on the east end of the existing cul de sac.

- These spaces would be adjacent to, and NW of the main building entry on the NW corner of the building.
 - The existing grade in this location is very close to the same elevation as the main entry.
 - The existing grade would support a short, accessible walkway to the main entry from the accessible parking stalls.
 - This design was not approved. The BZA rejected the request for additional spaces off of the cul de sac, but allowed for a reduced number of required parking spaces within the general area of the existing parking lot.
 - Added impervious surface totals:
 - 606 sq. ft. on property (parking stalls and walkway).
 - 356 sq. ft. to connect existing cul de sac to new accessible parking (this additional area is not on the property, but on the frontage road easement).
- Option 2:
 - This design adheres to the parking requirements approved by the BZA. It eliminates the accessible spaces from the cul de sac, and locates them adjacent to and SW of the main building entrance on the NW corner of the building.
 - The grade of the lot descends from North to South, which puts these parking spaces more than 4ft. below the elevation of the main entry.
 - In order to navigate this elevation change a long (approximately 85 ft.) and circuitous ramp will need to be constructed. Retaining walls will be required and the lawn area will need to be re-graded.
 - The cost for the ramp and retaining walls is significantly more expensive than the cost to construct the cul de sac parking spaces, and is more difficult to navigate in a wheelchair.
 - Added impervious surface totals:
 - 440 sq. ft. (for additional ramp area)
 - Net difference on property = 166 sq. ft. LESS than Design Option 1.



MEMORANDUM
Physical Development Department
 763-593-8095 / 763-593-8109 (fax)

Date: May 26, 2019
To: Golden Valley Board of Zoning Appeals
From: Myles Campbell, Planner
Subject: 4725 Olson Memorial Highway
 Mike Olson, Applicant

Introduction

Mike Olson and Brit Amundson, of TreHus Builders, Inc. are seeking four variances from the City Code to make a series of improvement at 4725 Olson Memorial Highway. The applicant is seeking the following variances from City Code:

Variance Request	City Code Requirement
The applicant is requesting a variance of 10 feet off the required 30 feet to a distance of 20 feet at its closest point to the side yard (west) property line.	<p>§ 113-95, Office (BPO) Zoning District, Subd. (g)(1)(c), <i>Side and Rear Setbacks</i>. Accessory structures shall be located no less than the required setback for principal structures in the Office Zoning District from a side or rear lot line.</p> <p>§ 113-95, Office (BPO) Zoning District, Subd. (f)(1)(b)(2), <i>Principal Structures</i>. For lots adjoining an R-3, R-4, Office, or Institutional Zoning District, the required side yards shall be no less than 30 feet in width and the required rear yards shall be no less than 30 feet in depth.</p>
The applicant is requesting a variance of 10 feet off the required 35 feet to a distance of 25 feet at its closest point to the front yard (west) property line.	§ 113-95, Office (BPO) Zoning District, Subd. (f)(1)(b)(2), <i>Front Yard Setback Requirement</i> : The required minimum front setback shall be 35 feet from any front lot line along a street right-of-way line. All front yards shall be maintained as landscaped green areas.
The applicant is requesting a waiver of the front yard landscaped area requirement	§ 113-151, Off-Street Parking and Loading, Subd. (b)(9), <i>Landscaping; Internal and External</i> . The

<p>for the added accessible spaces off of the frontage road.</p>	<p>minimum required landscaped areas, within which there shall be no parking or drive aisles (except driveway access from street) in R-3, R-4, Institutional, Office, Commercial, Light Industrial, and Industrial Zoning Districts, shall be:</p> <p>a. External Landscaping. 1. Front yard: 35 feet.</p>
<p>The applicant is requesting a variance of 3 parking spaces of the required 36 spaces required for the lot.</p>	<p>§ 113-151, Off-Street Parking and Loading, Subd. (c), <i>Minimum Number of Required Off-Street Parking Spaces</i>. Offices – 1 space per 250 s.f. of gross floor area.</p>

Background

4725 Olson Memorial Highway is located at the end of a frontage road for the highway of the same name. The frontage road is located to the south of the actual highway, although the northern lot line of this lot does abut the highway right-of-way. The original building was built in 1960 and has seen some minor alterations and improvements in subsequent years. The building footprint is approximately 4,608 sq. ft. today. Over the building’s two stories, the gross sq. ft. is 9,216. The lot has a deeded total sq. ft. of 38,583 or around 0.89 acres. Parking on the lot is located to the south and southwest of the existing building. 28 parking spaces are currently striped and provided.

In 2000, a variance was applied for and approved for a significant expansion of the principal building. The expansion would have added approximately 3,000 sq. ft. to the building’s footprint, but this was never acted upon after the variance’s approval. This variance did however bring the parking lot’s location along the west and south property lines into conformance with the City Code. Additional proof of parking was demonstrated at the time to the east of the building in order to meet the added demand of the building’s planned expansion.

Summary of Requests

The applicant is seeking to make a number of improvements to the building and site in order to modernize the property to suit their business’ needs. Most of these variance requests stem from the applicant’s desire to construct a new accessory storage structure on the lot, which would measure 994 sq. ft. in area. This meets the area requirements for accessory structures in the Office zoning district, and would be designed in such a way to match the exterior treatments of the existing principal structure.

For accessory structures in the Office Zoning District, the City requires that the structure meet the same side and rear setbacks as the principal structure would. Since the lot abuts another Office zoned use on its west side, the typical setback required would be 30 ft. The applicant is seeking a variance to reduce this amount to 20 ft. For reference, this would be equivalent to the side setback required in the district for lots abutting Light Industrial, Industrial, and Mixed Use zoning districts, as well as railroads. No similar variance is required for the existing parking that is located along the western property line at a functional zero foot setback. As mentioned, this parking location was made compliant via the variance approval in 2000.

Resulting from the new storage building, the site would lose some of its existing parking spaces in the southwest corner of the lot. The applicant is proposing to mitigate this loss of spaces via the reconfiguration of sections of the primary parking area, as well as the new inclusion of two ADA spaces off of the end of the frontage road. The site’s existing ADA handicap parking would then be converted to traditional parking. The applicant does note in their application that the new location of the accessible parking would be both closer to the building’s entrance and require a less significant ramp pitch. That said, the location would require an additional curb cut off of the frontage road and have no landscaped buffer between the frontage road and the spaces themselves, necessitating a variance from the City’s external landscaping requirements for off-street parking.

While the storage building will take up some space in the parking lot, the new configuration as well as the added accessible parking spaces would result in a net gain of spaces on the lot. As shown on the applicant’s site plan, the resulting amount of parking would be 33 total spaces, with two being accessible spaces. In § 113-151, Off-Street Parking and Loading, Subd. (c) of the City Code, the city sets minimum parking at 1 space per 250 sq. ft.

Office Sq. Ft.	Parking Calculation	Required Spaces	Current Spaces Provided	Proposed Spaces Provided
9,216	1 space per 250	36	28	33

Based on the City Code requirements, the applicant would be closer to the required minimum than the current lot, but still three spaces under the required minimum, necessitating a variance approval. Staff considered exploring the possibility of utilizing the proof of parking that was demonstrated in the variance from 2000 but found that this solution was not optimal. Such parking to the rear of the building would only be accessible by a new paved drive running from the end of the frontage road, and parallel along the length of the north side of the office building. Besides eliminating the possibility of the relocated accessible parking, this solution would also add significant hard cover to the site that already has an impervious surface percentage of 47%. Additional variances from the external landscaping requirements would also be required to allow for the drive and parking given their proximity to Olson Memorial Highway.

Finally, the applicant is seeking a ten foot reduction in the principal structure’s front setback in order to expanded an existing overhang at the building’s entrance. The applicant is seeking a larger overhang to improve the aesthetic of the front entrance area and to provide additional protection from rain and the elements.

Analysis

In reviewing this application, staff has maintained the points of examination to the considerations outlined in Minnesota State Statute 462.357 – that the requested variance is in harmony with the general purposes and intent of the Zoning Chapter, that it is consistent with the City’s Comprehensive Plan, and that a property exhibit “practical difficulties” in order for a variance to be granted.

Staff finds that the variances are, generally speaking, in line with both the purpose of the Zoning Code as well as the purpose of the Office Zoning District. These variances are related to the improvement of the property for its use as an office structure, which is in line with the purpose of the zoning district. While the Office Zoning District specifically states its purpose is not “for the sale of or handling of goods, wares, merchandise, or commodities,” staff feels that the storage being requested is clearly defined as accessory to the principal use of the property as an office.

Regarding the City’s 2040 Comprehensive Plan, Staff would highlight one of its objectives from the Land Use Chapter, to “Promote visual quality standards in design and material selection for new development.” The applicant’s materials and plans show a high level of thought and care given to the exterior treatment of both the principal and accessory structure, as well as care given to use the existing site in an efficient manner. For these reasons, staff finds the variance requests consistent.

In order to constitute practical difficulties:

1. The property owner must propose to use the property in a reasonable manner.

Accessory Storage Structure: Accessory structures are allowed in the Office zoning district and otherwise meets the use, size, and design standards from the zoning code.

Front Setback for Overhang: The overhang is reasonable in its design and scale, as well as the desire to update the building’s entrance. Previous variance approvals on this property had been for much more intrusive structures within the required front setback.

Accessible Spaces: The new location of accessible spaces would reduce the distance between the parking spaces and the entrance of the building and have a smaller grade change to the entrance. The location in relation to the frontage road itself does raise some concerns amongst staff as the complete elimination of a landscaped buffer is a significant variance from code.

Parking Provided: While under the required amount, the applicant has increased total parking provided on site while maintaining good circulation thorough the existing lot.

2. The landowners’ problem must be due to circumstances unique to the property that is not caused by the landowner.

Accessory Structure: The lot’s layout does create challenges for locating a detached accessory structure. Theoretically the open area to the east presents the most unused space currently, but the lot narrows as it goes east, and the setbacks from the existing structure and property lines would create issues if not the need for other variances if pursued. Additionally the storage structure’s location in the parking lot is deliberate given the need to move/remove materials from vehicles.

Front Setback: The lot has a unique shape overall and the presence of the cul-de-sac causes the front yard to narrow near the entry to the building.

Accessible Parking and Overall Parking Provided: Given the need for accessible parking to be near the entrance of the building, there are limited options other than the existing location of the accessible parking on-site. Maintaining the current location of the accessible parking is an option, but would result in a lower overall provided parking on site.

As mentioned previously, additional proof of parking was demonstrated to the rear of the building, but this would require a major increase in the hardcover on site, and would itself require variances from either the north property line, or potentially the southern property line if the existing incursion into the rear setback was increased. The existing parking lot is largely built out, and the applicant's plans already have modified the layout to provide some additional spaces.

3. And the variance, if granted, must not alter the essential character of the locality

Accessory Structure: The structure would be designed to match the exterior finishes of the principal structure, and additionally would abut a parking lot on the property to the west, not another building itself. Staff feels this structure would improve the site without detracting from nearby properties.

Front Setback: An updated overhang would be a nice addition to the building's entrance and would match the finishing on the accessory structure. Staff does not feel that it detracts from nearby properties.

Accessible Parking and Overall Parking Provided: Of the proposed actions requiring a variance, this is the item that will have the greatest visual impact from the road, essentially creating a parking pad at the end of the frontage road. Staff does not feel this impacted view would be detrimental, but it would be a change from the current situation.

Additionally, staff assesses whether other options are available to meet the applicant's needs without requiring a variance. Staff does not believe there are options that would satisfy the applicant's needs, though staff believes that the existing overhang could be updated and refreshed without the need to increase the extension into the front yard setback. That said, staff understands this solution would not allow additional protection against the elements.

Lastly, staff assesses whether the proposal requests the smallest variance necessary to meet the applicant's needs. Staff feels that these requests largely represent the smallest variation from the code possible.

Additional Staff Comments

The City's Engineering Staff do not support a variance for the additional parking area constructed off the end of the cul-de-sac. Additional curb cuts are occasionally allowed for driveway access to commercial buildings, but not solely for parking. This is no different than parking bump-outs which are discouraged for private benefit throughout the City.

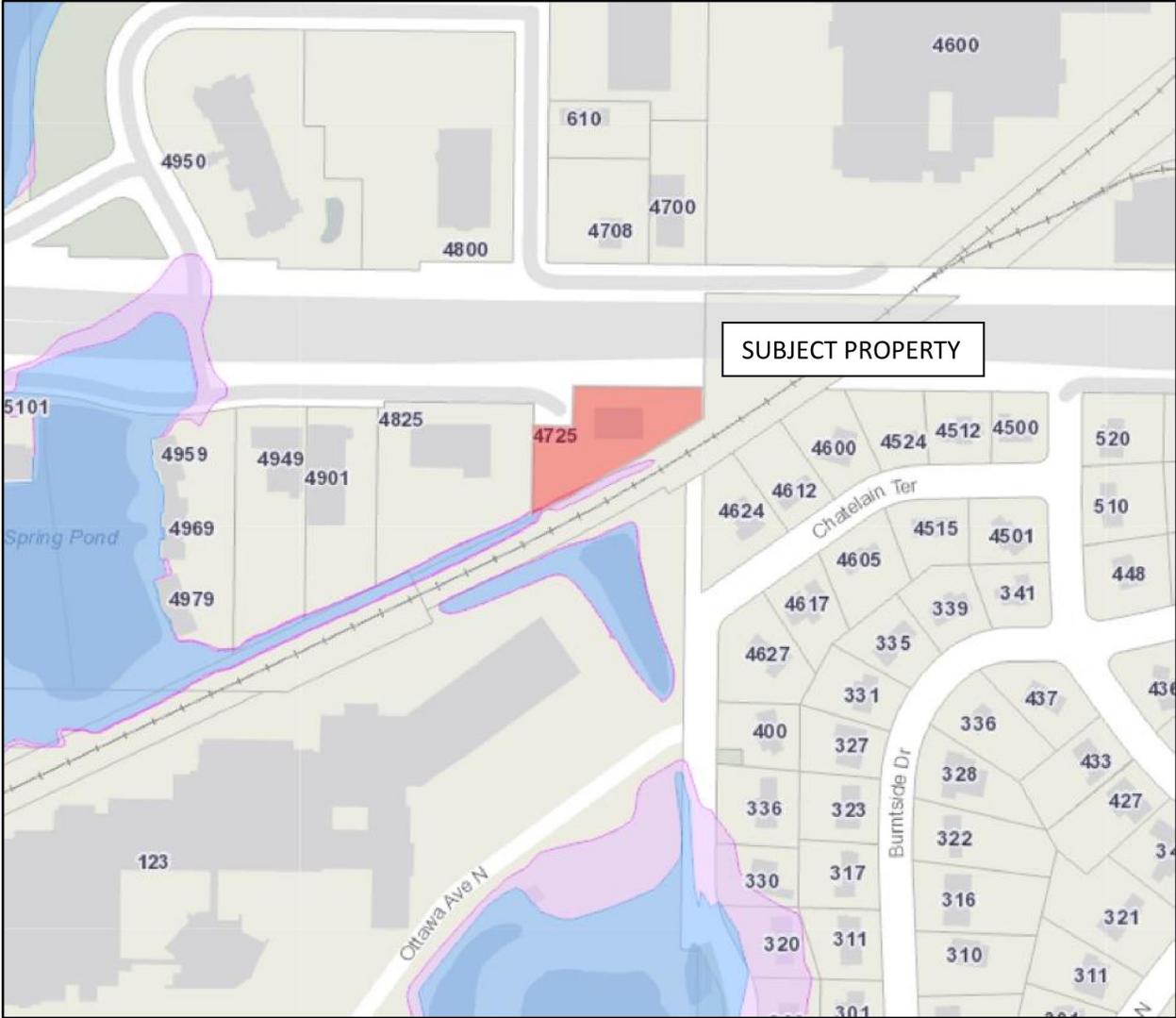
Recommendation

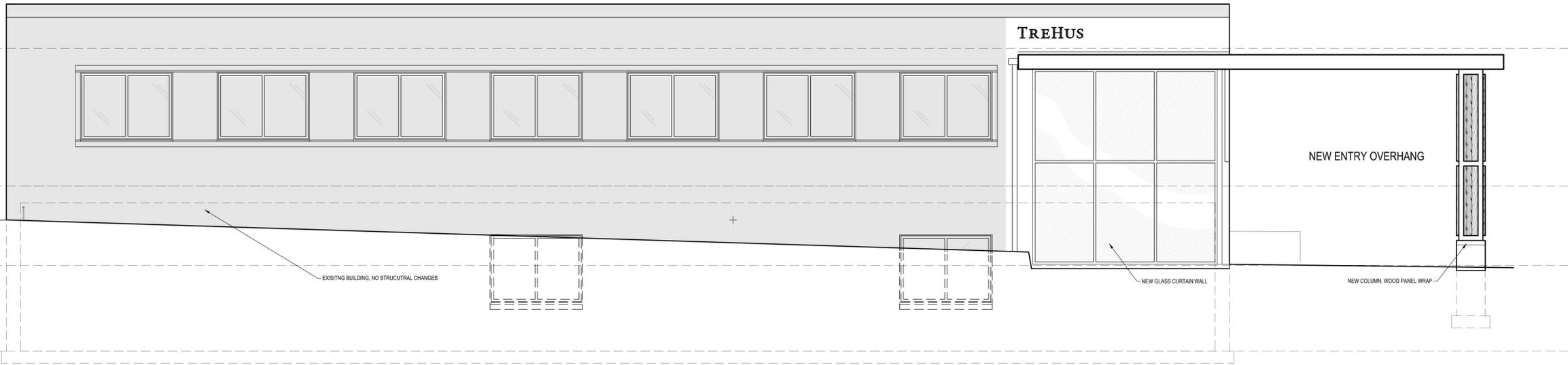
Staff recommends **approval** of the variance of 10 feet off the required 30 feet to a distance of 20 feet at its closest point to the side yard (west) property line.

Staff recommends **approval** of the variance of 10 feet off the required 35 feet to a distance of 25 feet at its closest point to the front yard (west) property line.

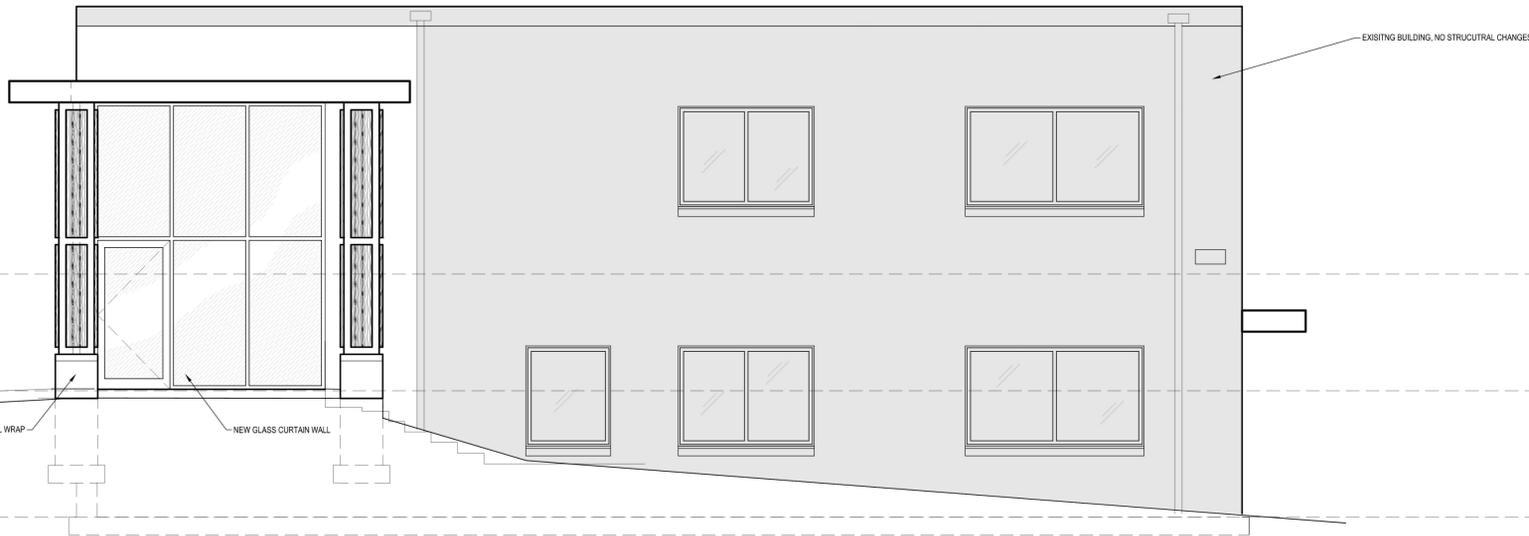
Staff recommends **denial** of the variance of a waiver of the front yard landscaped area requirement for the added accessible spaces off of the frontage road.

Staff recommends **approval** of the variance of 3 parking spaces of the required 36 spaces required for the lot. Additionally, staff is open to increasing this variance approval to 6 spaces of the required 36 in the case that the Board does not approve the preceding variance allowing the new accessible spaces.

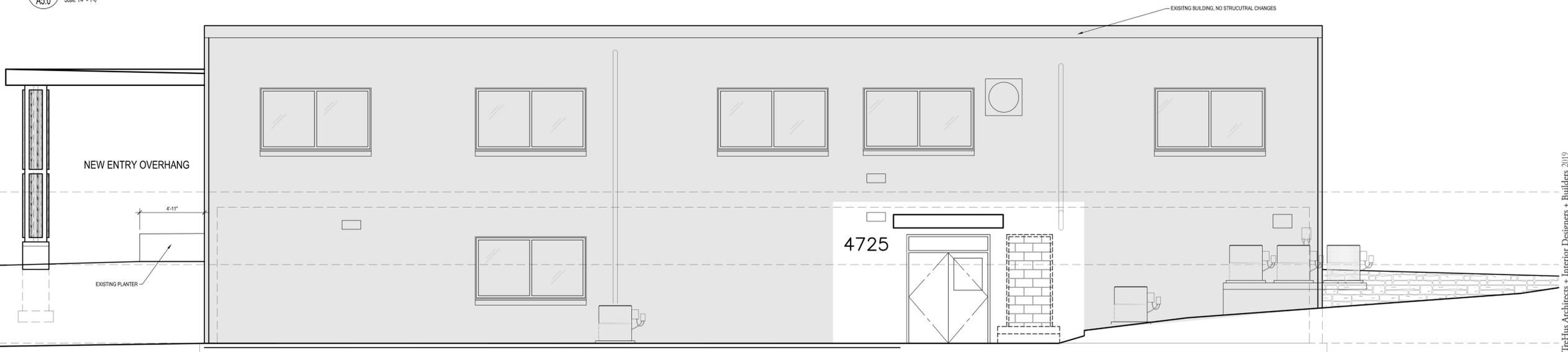




1 NORTH ELEVATION
A5.0 Scale: 1/4" = 1'-0"



2 WEST ELEVATION
A5.0 Scale: 1/4" = 1'-0"



3 SOUTH ELEVATION
A5.0 Scale: 1/4" = 1'-0"

VARIANCE PROPOSAL - TREHUS OFFICES

TREHUS
Architects + Interior Designers + Builders

3017 4th Avenue South,
Minneapolis, MN 55408
612.729.2992
WWW.TREHUS.BIZ

DATE	NOTES
3/4/20	Schematic GSV
	Development
	Bid Set
	Contract Set
	Revised Set

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Architect under the laws of the State of Minnesota.

Print Name: _____
Signature: _____
Date: _____
License #: _____

DMB - Trehus Office
4725 Olson Memorial Highway
Minneapolis, MN 55422

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A5.0

DMB - Trehus Storage Building

4725 Olson Memorial Parkway
Golden Valley, MN 55422

Contacts:

Mike Olson: *Project Manager*

Gina Vozka: *Architect*

VARIANCE PROPOSAL - TREHUS OFFICES

TREHUS
Architects + Interior Designers + Builders

3017 4th Avenue South,
Minneapolis, MN 55408
612.729.2992
WWW.TREHUS.BIZ

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Print Name: _____

Signature: _____

Date: _____

License #: _____

Sheet Index:

- A1.0 Title Sheet, Site Plan
- A2.0 Storage Building Foundation, Floor & Framing Plans
- A3.0 Storage Building Elevations
- A4.0 Existing Building Plan
- A5.0 Existing Building Elevations

SITE NOTES:

GENERAL NOTES:

- PROJECT DESCRIPTION:** This project involves the redevelopment of the property. This will include an addition of an extended architectural overhang, the redelimitation of the parking lot and the addition of a storage building.
- SITE PLAN:** Was generated by Advanced Surveying and Engineering Company.
- The parcel size is irregular, 230 x 53.53 x 348.39 x 160.40 x 70.0 x 70.0.

ZONING DATA:

ZONES: BUSINESS AND PROFESSIONAL OFFICES - OFFICE ZONING DISTRICT.

FRONT: 35' SETBACK, NORTH AND WEST SIDE OF PROPERTY

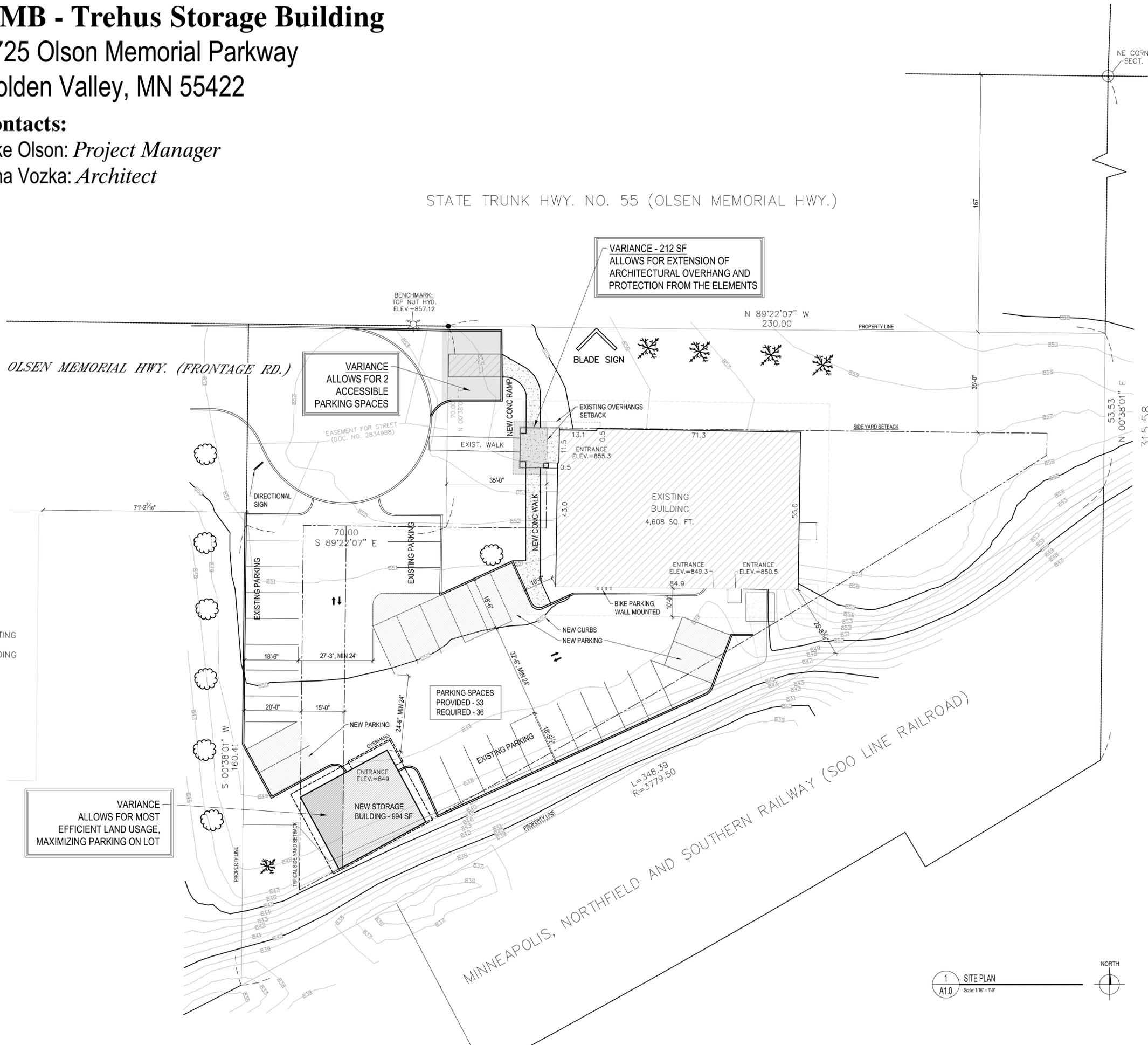
SIDE & REAR: 20' SETBACK

RAILROAD EASMENT: The required side yards shall be no less than 20'. (Sec.113-95.f.b.3). Accessory structures shall be located no less than the required setback for principal structures. (Sec.113-95.g.1).

MAXIMUM HEIGHT: 36' or 3 stories. Existing building is 24'.

MAXIMUM LOT COVERAGE: Cannot exceed 40%

PARKING REQUIREMENT: 36 SPACES PROVIDED, INCLUDING 2 ACCESSIBLE SPOTS.



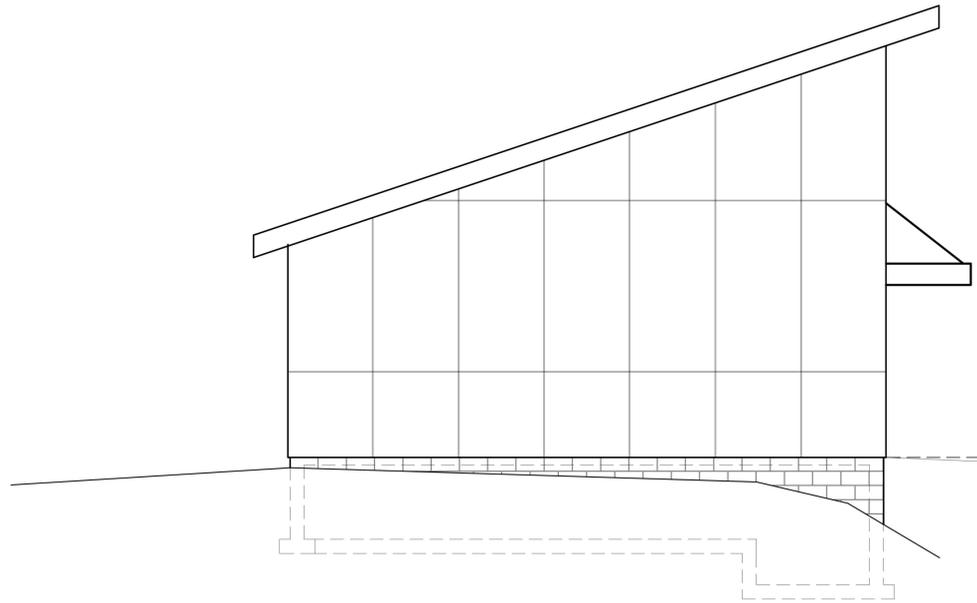
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A1.0

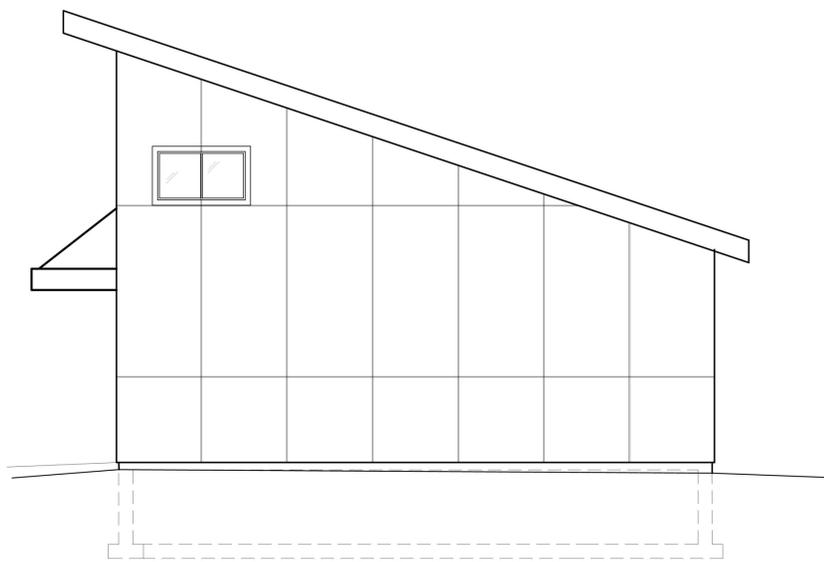
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Minneapolis, MN 55422



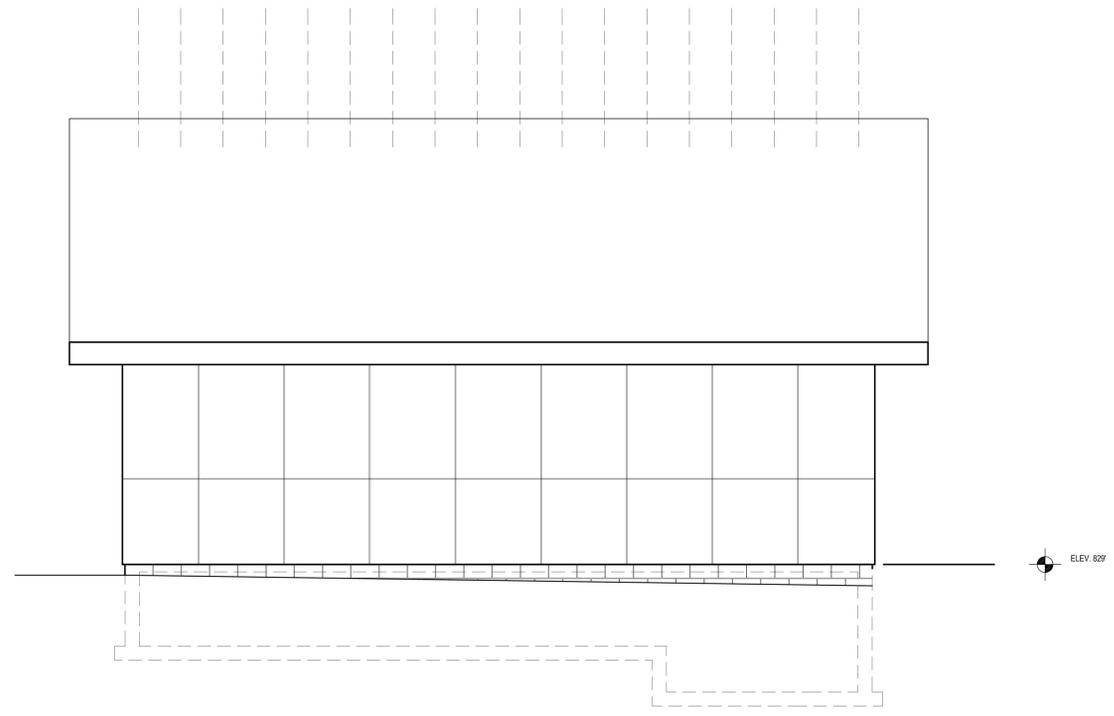
1 SOUTH ELEVATION
A3.0 Scale: 1/4" = 1'-0"



2 EAST ELEVATION
A3.0 Scale: 1/4" = 1'-0"



3 NORTH ELEVATION
A3.0 Scale: 1/4" = 1'-0"



4 EAST ELEVATION
A3.0 Scale: 1/4" = 1'-0"

STORAGE BUILDING PERMIT



3017 4th Avenue South,
Minneapolis, MN 55408
612.729.2992
WWW.TREHUS.BIZ

DATE	NOTES
4/7/20	- Scheme _____ GSV
	- Development _____
	- Bid Set _____
	- Contract Set _____
	- Revised Set _____

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Architect under the laws of the State of Minnesota.

Print Name: _____
Signature: _____
Date: _____
License #: _____

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Minneapolis, MN 55422

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A3.0

A **MOTION** was made by **Orenstein** and seconded by **Nelson** to follow staff recommendation and deny the variance request of 11 feet off the maximum allowed accessory structure area of 1,000 to a total area of 1,011. Staff called a roll call vote and the motion passed unanimously.

A **MOTION** was made by **Orenstein** and seconded by **Carlson** to follow staff recommendation and deny the variance request of a waiver of the second garage requirement in order to keep an existing secondary curb cut. Staff called a roll call vote and the motion passed unanimously.

A **MOTION** was made by **Carlson** and seconded by **Blum** to follow staff recommendation and deny the variance request of 3 feet off the required 3 feet to a distance of 0 feet at the paved area's closest point to the side yard property line. Staff called a roll call vote and the motion passed unanimously.

2. 4725 Olson Memorial Highway

Mike Olson, Applicant

Requests:

Section 113-95, Subd. (g)(10)(c) – 10 feet off the required 30 feet to a distance of 20 feet at its closest point to the wide yard (west) property line

Section 113-95, Subd. (f)(10)(b)(2) – 10 feet off the required 35 feet to a distance of 25 feet at its closest point to the front yard (west) property line

Section 113-151 – Waiver of the prohibition on parking within the front yard landscaped area

Section 113-151, Subd. (c) – 3 spaces off the 36 parking spaces required for a total of 33 parking spaces on the property

Myles Campbell, Planner, started with a background of the applicant and the four variance requests that will be addressed together. The property is a current office building on Olson Memorial and the applicant is intending to build an accessory storage structure on the lot. The gross square footage of the principal structure is 9,216 and the lot area is about 38,583 sq. ft. There are currently 28 parking spaces including 2 handicap spaces. Variances were approved in 2000 for a significant expansion of the building to the west. The expansion wasn't completed but the parking distance from the side and rear property were brought in to conformity as part of the approvals. Staff used the same three items in their analysis as with the previous variance.

Regarding the accessory structure setback: these structures are allowed in the district and this structure otherwise meets the use, size, and design standards of the code. The lot layout creates issues locating a detached structure. The connection to the parking lot is also necessary to move materials to and from vehicles. The structure would abut a large parking lot to the west, a railroad to the south, and not impact any principal issues.

Regarding the front setback and overhang: the overhang redesign is reasonable in its finish and scale; previous variances have approved much more intrusive changes to the front setback. The lot has a unique shape and the cul-de-sac causes the front yard to narrow near the building entrance. An updated overhang matches the finishing on the accessory structure and staff doesn't feel it detracts from nearby structures.

Regarding new accessible spaces: the new space locations will reduce the distance between the lot and building entrance. Maintaining the current location of the accessible parking is an option, but would result in fewer parking spaces on site. This item would impact the view from the frontage road and essentially create a parking par at the end, this may not detract from the character but it's a notable change. The location in relation to the frontage road eliminates a landscaped buffer and that is a significant variance from code.

Regarding minimum parking provided: the applicant has increased total parking provided on site while maintaining good circulation through the existing lot. The current lot is at the max for usable spaces but providing additional parking to the east, as approved in 2000, isn't optimal as it requires additional setback variances and increases the site's total hardcover. Additional spaces shouldn't have an impact on existing character.

In conclusion, staff recommendations are:

- Staff recommends **approval** of the variance of 10 feet off the required 30 feet to a distance of 20 feet at its closest point to the side yard (west) property line.
- Staff recommends **approval** of the variance of 10 feet off the required 35 feet to a distance of 25 feet at its closest point to the front yard (west) property line.
- Staff recommends **denial** of the variance of a waiver of the front yard landscaped area requirement for the added accessible spaces off of the frontage road.
- Staff recommends **approval** of the variance of 3 parking spaces of the required 36 spaces required for the lot. *Additionally*, staff is open to increasing this variance approval to 6 spaces off the required 36 in the case that the Board does not approve the preceding variance allowing the new accessible spaces.

Mike Olson/Brett Amundson, Applicants, responded that the goal for accessible parking to the front is to create equal access to the front of the building. Board members asked if there was an elevator in the rear and the applicant responded no but they're installing a lift at the front and with the added front access, all tenants will have the ability to use the front door. They didn't want to create a situation where anyone who needed ramp access, had to use the back door.

Chair Orenstein asked if there were any members of the public wishing to speak, none were present.

The Board entered in to a discussion about the variance requests and a motion request was made for each individual variance.

A **MOTION** was made by **Orenstein** and seconded by **Nelson** to follow staff recommendation and approve the variance of 10 feet off the required 30 feet to a distance of 20 feet at its closest point to the side yard (west) property line. *Added Condition:* the applicant will construct the facility consistent with the plans submitted or be held to the standards of the materials section of the zoning code, whichever is more stringent. Staff took a roll call vote and the motion passed unanimously.

A **MOTION** was made by **Nelson** and seconded by **Orenstein** to follow staff recommendation and approve the variance of 10 feet off the required 35 feet to a distance of 25 feet at its closest point to the front yard (west) property line. Staff took a roll call vote and the motion passed unanimously.

A **MOTION** was made by **Nelson** and seconded by **Carlson** to follow staff recommendation and deny the variance of a waiver of the front yard landscaped area requirement for the added accessible spaces off of the frontage road. Staff took a roll call vote and the motion passed unanimously.

A **MOTION** was made by **Orenstein** and seconded by **Nelson** to follow staff recommendation and approve the variance of 6 parking spaces off the required 36 spaces required for the lot. Staff took a roll call vote and the motion passed unanimously.

Adjournment

MOTION made by **Nelson**, seconded by **Chair Orenstein** and the motion carried unanimously to adjourn the meeting at 9:03 pm.

Richard Orenstein, Chair

Amie Kolesar, Planning Assistant



EXECUTIVE SUMMARY

Physical Development

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

Golden Valley City Council Meeting

June 16, 2020

Agenda Item

6. C. Approval of Plat – Ward Addition (1421 Rhode Island Avenue North)

Prepared By

Jason Zimmerman, Planning Manager

Summary

At the May 5, 2020, City Council meeting, the Council held a public hearing on the Preliminary Plat for the minor subdivision of 1421 Rhode Island Ave N. After the hearing, the Council approved the Preliminary Plat which will allow two lots. The Final Plat has now been presented to the City. Staff has reviewed the document and finds it consistent with the approved Preliminary Plat and the requirements of City Code.

Financial Or Budget Considerations

Not applicable

Recommended Action

Motion to adopt Resolution for Approval of Plat – Ward Addition.

Supporting Documents

- Resolution for Approval of Plat – Ward Addition (1 page)
- Final Plat of Ward Addition (1 page)

RESOLUTION 20-37

RESOLUTION FOR APPROVAL OF PLAT – WARD ADDITION

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

Lot 1, Block 1, RALPH ADDITION, Hennepin County, Minnesota

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

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

Adopted by the City Council of Golden Valley, Minnesota this 16th day of June, 2020.

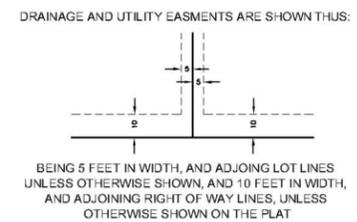
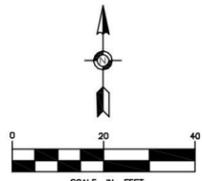
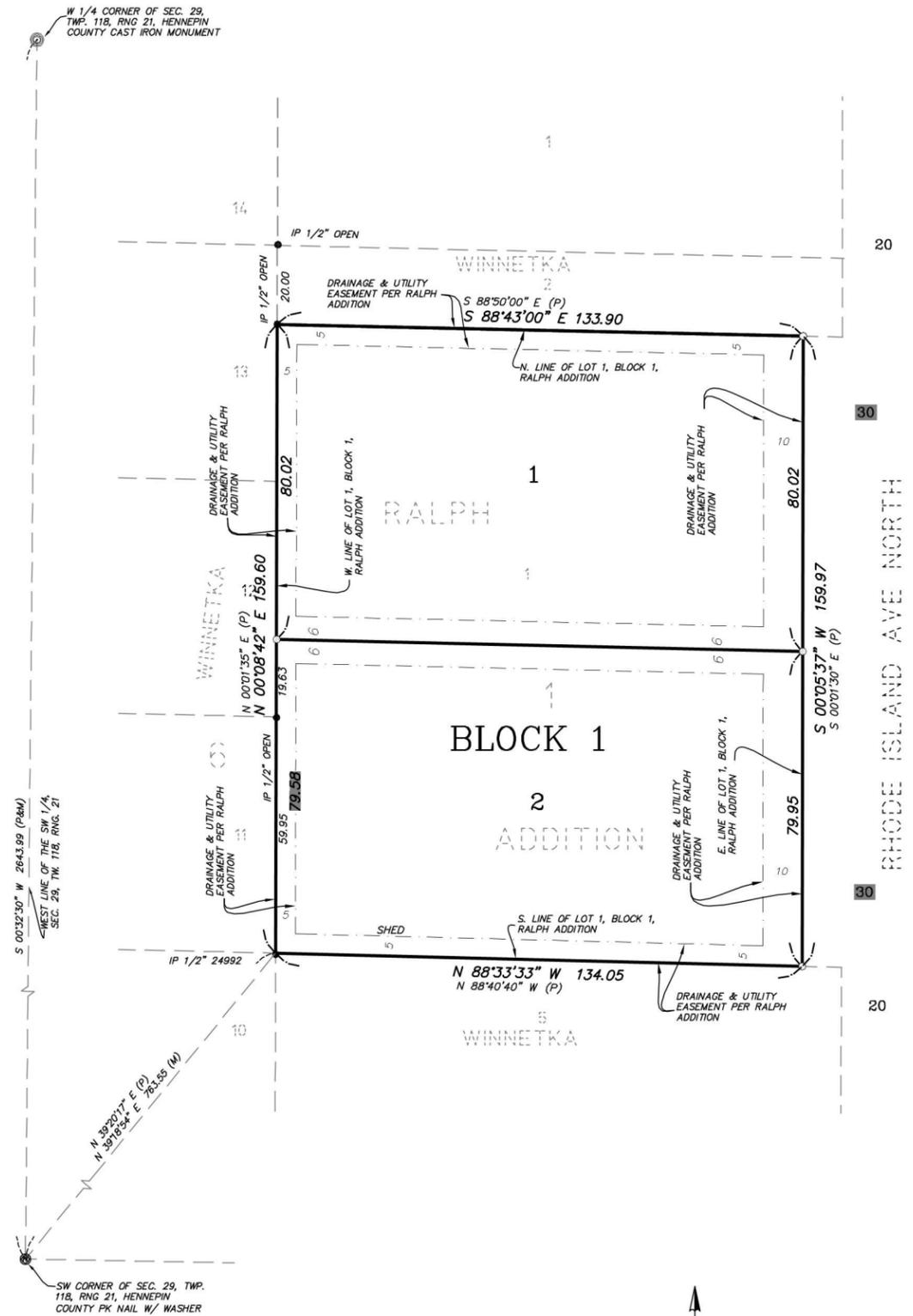
Shepard M. Harris, Mayor

ATTEST:

Kristine A. Luedke, City Clerk

WARD ADDITION

R.T. DOC. NO.



FOR THE PURPOSE OF THIS PLAT THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 118 NORTH, RANGE 21 WEST, HENNEPIN COUNTY, MINNESOTA ASSUMED TO BEAR S 00° 32' 30" W.

- LEGEND**
- DENOTES FOUND PROPERTY IRON
 - DENOTES SET 1/2" X 18" REBAR WITH PLASTIC CAP "PLS 25105"
 - ⊙ DENOTES CAST IRON MONUMENT
 - ⊙ DENOTES PK NAIL

KNOW ALL PERSONS BY THESE PRESENTS: That Charles Ward and Lind Ward, husband and wife, and Taylor Ward, a single person, fee owners of the following described property situated in the State of Minnesota, County of Hennepin to Wit:

Lot 1, Block 1, RALPH ADDITION, Hennepin County, Minnesota.

Has caused the same to be surveyed and platted as WARD ADDITION and does hereby dedicate to the public for public use the drainage and utility easements as created by this plat.

In witness whereof said Taylor Ward, a single person, has hereunto set his hand this _____ day of _____, 20____.

Taylor Ward

STATE OF MINNESOTA, COUNTY OF HENNEPIN

This instrument was acknowledged before me on _____ by Taylor Ward.

(Signature)

(Print)
Notary Public _____
My commission expires _____

In witness whereof said Charles Ward and Lind Ward, husband and wife, have hereunto set their hands this _____ day of _____, 20____.

Charles Ward

Linda Ward

STATE OF MINNESOTA, COUNTY OF HENNEPIN

This instrument was acknowledged before me on _____ by Tyler Ward.

(Signature)

(Print)
Notary Public _____
My commission expires _____

I Vladimir Siviver do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01 Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Minnesota License No. _____

STATE OF MINNESOTA, COUNTY OF HENNEPIN

This instrument was acknowledged before me on _____ by Tyler Ward.

(Signature)

(Print)
Notary Public _____
My commission expires _____

CITY COUNCIL, CITY OF GOLDEN VALLEY, MINNEAPOLIS

This Plat of WARD ADDITION was approved and accepted by the City Council of the City of Golden Valley, Minnesota, at a regular meeting thereof, held this _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

CITY COUNCIL, CITY OF GOLDEN VALLEY, MINNESOTA

_____, Mayor _____, Clerk

RESIDENT AND REAL ESTATE SERVICES, Hennepin County, Minnesota

I hereby certify that taxes payable in 20____ and prior years have been paid for land described on this plat, dated this _____ day of _____, 20____.

Mark V Chapin, County Auditor

By _____

SURVEY DIVISION, Hennepin County, Minnesota

Pursuant to MN. STAT. Sec. 383B.565 (1969), this plat has been approved this _____ day of _____, 20____ at _____ o'clock _____ M.

Martin McCormick, Registrar of Titles

By _____, Deputy

EDS ENGINEERING DESIGN & SURVEYING
6480 Wayzata Blvd. Minneapolis, MN 55426
OFFICE: (763) 545-2800 FAX: (763) 545-2801
EMAIL: info@edsmn.com WEBSITE: http://edsmn.com



EXECUTIVE SUMMARY

City Administration

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

Golden Valley City Council Meeting

June 16, 2020

Agenda Item

6. D. Adopt COVID-19 Operations Recovery and Readiness Plan

Prepared By

Kirsten Santelices, Human Resources Director

Maria Cisneros, City Attorney

Summary

City staff has developed a COVID-19 Preparedness Plan in accordance with the Governor's Executive Orders. The City's Preparedness Plan is called the COVID-19 Operations Recovery and Readiness Plan (CORR Plan).

Plan Organization

The CORR Plan is divided into four main sections and outlines a phased approach to reopening City facilities. The four sections of the plan are:

- I. Screening and Symptoms
- II. Hygiene and Respiratory Etiquette (for employees and visitors)
- III. Common Spaces Worksite Safety Plans
- IV. Department Worksite Safety Plans

Plan Phases

Each department has developed their own worksite safety plans, which are divided into three phases.

The phases follow these general guidelines:

- **Phase I:** All employees who can work remotely must work remotely. Employees who cannot work from home (for example, Police, Fire, and Public Works) will operate under strict social distancing and respiratory hygiene protocols. City services may be reduced to allow more employees to remain home.
- **Phase II:** All employees who can work remotely must work remotely, but the number of employees working onsite may increase because the City is ready to increase the level of City services offered. Employees who cannot work remotely will operate under strict social distancing and respiratory hygiene protocols. Employees are able to work remotely, but service levels are significantly decreased or certain department services are not being provided.

- **Phase III:** Some employees may continue to work remotely, but the City is ready to provide most City services on-site with social distancing and hygiene protocols that meet state and CDC standards.

During each phase of the CORR Plan, public access to City Facilities will increase. Staff has created specific plans for upcoming events that will generate public traffic at City Facilities, including elections, public meetings, and Parks & Recreation programming.

Implementation

Once the CORR Plan is adopted by the Council, staff will begin implementation and training. All staff members currently working on site have already been trained. Staff that have been working remotely will receive a copy of the CORR Plan and will be trained prior to reporting to work on-site. Additionally, the management team will monitor implementation of the CORR Plan and recommend updates to the Plan as more staff return to in-person work and as public health recommendations change.

Financial or Budget Considerations

Not Applicable

Recommended Action

Motion to adopt City of Golden Valley COVID-19 Operations Recovery and Readiness Plan

Supporting Documents

- COVID-19 Operations Recovery and Readiness Plan (236 pages)



COVID-19 Operations Recovery and Readiness Plan



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Introduction and Purpose

The City of Golden Valley is committed to providing a safe and healthy workplace for all of its employees. The City has developed this COVID-19 Operations Recovery and Readiness Plan (“CORR Plan” or “Plan”) to mitigate the potential for transmission of COVID-19 within the workplace. Managers and workers are all equally responsible for implementing this plan. Only through this cooperative effort can we establish and maintain the safety and health of all persons in our workplaces.

This CORR Plan describes how the City will provide a safe and healthy workplace for its workers in response to the COVID-19 pandemic. The Plan follows the industry guidance developed by the State of Minnesota, which is based upon Centers for Disease Control and Prevention (CDC) and Minnesota Department of Health (MDH) guidelines for COVID-19, Minnesota’s Occupational Safety and Health Administration (Minnesota OSHA) statutes, rules, and standards, and Minnesota’s relevant and current executive orders. The Plan is divided into four sections:

- I. Screening and Symptoms
- II. Hygiene and Respiratory Etiquette (Employee and Visitor)
- III. Common Spaces Worksite Safety Policies
- IV. Department Worksite Safety Plans

Sections I, II, and III apply to all employees of the City and all visitors to City facilities. Section IV: Department Worksite Safety Plans include step-by-step instructions for employees within each department who are performing on-site work responsibilities. Each Department Worksite Safety Plan covers the required personal protective equipment (PPE) and social distancing guidelines for each department function, as well as cleaning, disinfecting, and decontamination procedures.

Phased-Approach

Each worksite safety plan was created using a phased approach to reopening City facilities:

- Phase I: Employees shall only report onsite for work that cannot be completed remotely.
- Phase II: Employees are able to work remotely, but service levels are significantly decreased or certain department functions are not being done.
- Phase III: Employees are able to work remotely, but the City is ready to resume business operations on-site.

Department Worksite CORR Plan Coordinator

Each department has a Worksite CORR Plan Coordinator ([Appendix 1](#)). The Department CORR Plan Coordinator shall:

1. Work with the Emergency Management Director to maintain inventory of necessary supplies, PPE and other equipment required under these policies ([Appendix 2](#)).
2. Collaborate with human resources to employ appropriate staffing models and schedules;
3. Report activities, problems, challenges, issues, and feedback weekly to the Emergency Management Team.

Additionally, the Department CORR Plan Coordinator shall be responsible for the distribution of the CORR Plan and affiliated policies to all department employees. The Coordinator will ensure all department employees receive the necessary training required to perform their responsibilities under these policies and maintain the department Communication and Training Log ([Appendix 3](#)).

I. Screening and Symptoms Policy

The purpose of this section is to provide protocols that will ensure the prompt identification and isolation of sick persons at City Facilities. The City has implemented a number of temporary policies to address illness, leave options, and COVID-19 exposure. Employees are required to adhere to all of these policies.

The City will provide accommodations for workers with underlying medical conditions or who have household members with underlying health conditions.

Employee Health Screening

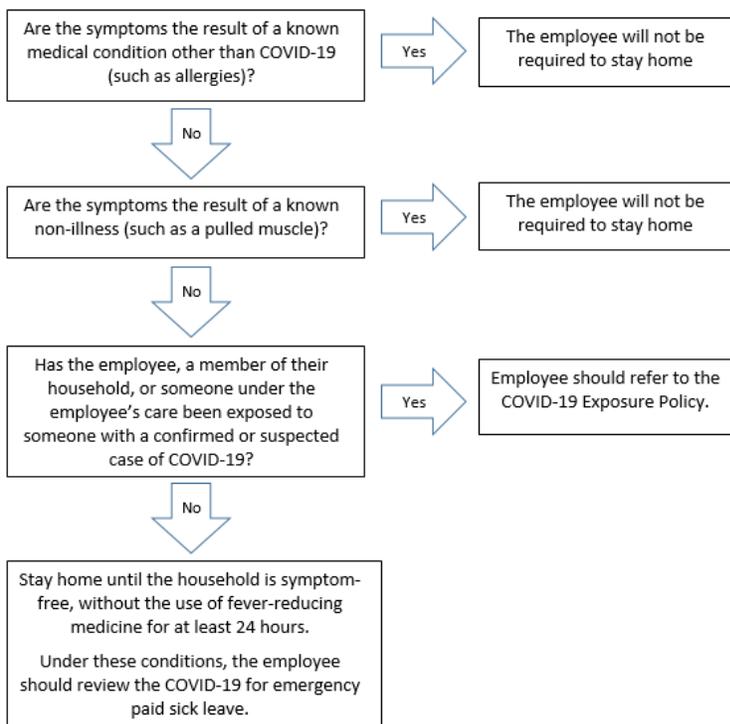
Employees are required to actively monitor their own health. Each day, employees shall use the CDC [“Self-Checker.”](#) prior to performing work on-site. The employee shall only be required to notify their supervisor if they are experiencing symptoms or the CDC Self-Checker recommends isolation or medical attention.

Employees are required to continually screen themselves for the following symptoms:

- Persistent cough
- Runny nose
- Sore throat
- Fever (100.4 degrees oral)
- Shortness of breath
- Chills
- Muscle pain
- Vomiting or diarrhea within the last 24 hours
- New loss of smell or taste

Employee or Household Illness

If an employee or a person in the employee’s household, or someone under the care of an employee is exhibiting any of the symptoms listed above the employee should notify their supervisor as soon as practically possible and follow these guidelines:





COVID-19 Exposure Policy

Employee Secondary Exposure

If a member of the employee’s household, or someone under the care of an employee is exposed to a suspected or confirmed case of COVID-19, the employee should notify their supervisor, but may continue to work on-site as long as the employee and members of the employee’s household remain asymptomatic. If at any time the employee or member of the employee’s household starts to show symptoms, the employee shall notify their supervisor immediately.

Employee Direct Exposure to Suspected or Confirmed Case of COVID-19

If at any time an employee has come in contact with someone who has a suspected or confirmed positive case of COVID-19 the employee should notify their supervisor and human resources immediately. The City shall implement the following measures recommended by the CDC and MDH.

Removal from On-Site Work

If the employee is at work and learns that someone with whom they have been in contact has a suspected or confirmed case of COVID-19, they shall be sent home immediately. If the employee is at home, they shall be instructed not to report to work on-site.

Conduct Exposure Risk Analysis

Human Resources and the supervisor shall conduct a risk analysis using the table below to determine if contact exposure has occurred. The Human Resources Department shall update the table as the CDC’s [Public Health Recommendations for Community Related Exposure](#) and [Guidance for Risk Assessment and Work Restrictions for Healthcare Personnel](#) change and as any other guidance from the CDC or MDH is released.

Person:	Exposure to:	Recommended Precautions:
<ul style="list-style-type: none"> Member of employee’s household Employee’s intimate partner Individual providing care in a household without using recommended infection control precautions Individual who has had close contact¹ with employee for a prolonged period of time,² unless employee is an emergency responder and contact occurred while employee was wearing <i>personal protective equipment (PPE)</i> (Appendix 4) 	<ul style="list-style-type: none"> Person with symptomatic COVID-19 during period beginning 48 hours before symptom onset until meets criteria for discontinuing home isolation (can be a laboratory-confirmed disease or a clinically compatible illness in a state or territory with widespread community transmission) 	<ul style="list-style-type: none"> Stay home until 14 days after last exposure and maintain social distance (at least 6 feet) from others at all times Self-monitor for symptoms Check temperature twice a day Watch for fever (100.4°F; oral), cough, or shortness of breath Avoid contact with people at higher risk for severe illness (unless they live in the same home and had same exposure) Follow CDC guidance and inform supervisor if employee develops symptoms

¹ Contact means < 6 feet

² Prolonged period of time means 15 minutes or more

The employee shall remain home while the City conducts this analysis. The employee shall be paid their regular rate of pay during this time and shall not be required to use PTO or other leave. At the conclusion of the risk analysis, the City shall inform the employee if a period of isolation is required.

Period of Isolation

If a period of isolation is required, the duration of such time shall be determined by the Minnesota Department of Health “COVID-19 and When to Return to Work” guidance. However, the employee may return sooner if one or both of the following occur:

- It is determined that the individual with the suspected case of exposure is confirmed negative; or
- The employee voluntarily submits a confirmed negative viral COVID-19 test following the advice of the employee’s medical provider. Antibody tests shall not be accepted.
 - The employee shall submit their proof of negative results to Human Resources. These results shall be kept confidential in accordance with HIPPA and the Minnesota Data Practices Act.

Employee Pay During Period of Isolation

If a period of isolation is required:

- Employees who are able may work remotely (telework).
- If the employee is unable to work due to any reasons under the City’s COVID-19 Temporary Federal Leave Policies ([Appendix 5](#)) the employee may qualify for paid emergency sick leave.
- If the employee is unable to telework due to the requirements of their job and does not qualify for emergency paid sick leave, the employee will be required to follow existing City paid leave policies (including sick, vacation, PTO, and comp time).

If the employee develops symptoms at any time, the employee should notify their supervisor and continue to remain offsite.

Employee Confirmed Positive Case of COVID-19

If at any time an employee is confirmed to have COVID-19, the employee shall immediately notify their supervisor and human resources. The employee’s supervisor or designee shall serve as the point of contact with the employee. The following procedures shall be followed.

Removal from On-Site Work

If the employee is at work, they shall be sent home immediately. If the employee is at home, they shall be instructed not to report to work on-site.

Period of Isolation

During the period of isolation:

- Employees who are able may work remotely (telework).
- If the employee is unable to work due to sickness, the employee may qualify for paid emergency sick leave under the City’s COVID-19 Temporary Federal Leave Policy.
- If the employee is unable to telework due to the requirements of their job and does not qualify for emergency paid sick leave, the employee will be required to follow existing City paid leave policies (including sick, vacation, PTO, and comp time).

Reporting Exposure

The City shall compile information on persons who had contact with the ill employee during work hours during the time the employee had symptoms and up to 48 hours prior to showing symptoms.



- Any other individuals who have had close contact (within 6 feet of the employee during this time) may be considered “exposed” and shall be subject to the “Employee Direct Exposure to Suspected or Confirmed Case of COVID-19” provisions of this policy.

The City shall notify all of the identified individuals of the potential exposure. Pursuant to the MN Data Practices Act and the Americans with Disabilities Act (ADA), the City will not share the name of the individual with anyone.

Additional Decontamination

All workspace surfaces, vehicles, and equipment that the employee used up to 48 hours prior, will be cleaned and disinfected following CDC cleaning and disinfecting recommendations.

Returning to Work

An employee who had COVID-19 may return to work once the conditions under the CDC’s guidance on [“Ending Home Isolation”](#) are met.

Communication Regarding Employee Health

The City will protect the privacy of all employees, employees’ medical information, and information about accommodations or leaves in accordance with all applicable federal and state laws.

Visitor On-Site Health Policy

This section contains policies that members of the public and vendors must follow while visiting City Facilities. All City Facilities, including Brookview and City Hall, are closed to the public until further notice. Whenever possible, members of the public should access City services online or by phone. The City will gradually reopen all of its facilities to the public and all updates will be shared on the City’s website.

When visiting City Facilities, visitors are asked to follow these policies:

1. Visitors should not visit City Facilities if they are experiencing symptoms of COVID-19 or if they have recently been exposed to a suspected or confirmed case of COVID-19. Visitors are encouraged to use the [CDC Self-Checker](#) before visiting City facilities. [The symptoms of COVID-19 include:](#)
 - Persistent cough
 - Runny nose
 - Sore throat
 - Fever (100.4 degrees oral)
 - Shortness of breath
 - Chills
 - Muscle pain
 - Vomiting or diarrhea within the last 24 hours
 - New loss of smell or taste
2. Individuals who visit City Facilities may be required to make an appointment. Individuals should check the City’s website for instructions.
3. When visiting City Facilities in person, visitors should observe the following rules:
 - Minimize the number of nonessential visitors at City Facilities.
 - Before entering City Facilities, all visitors ages two and older are asked to wear a clean mask or a cloth covering that meets the CDC guidelines.
 - While in City Facilities, visitors are asked to practice good hygiene and respiratory etiquette. Visitors should cover their mouth and nose with a tissue when coughing or sneezing and to avoid touching their face, in particular their mouth, nose and eyes, with their hands. Employees and visitors should dispose of tissues in the trash and wash or sanitize their hands immediately afterward.
 - Visitors to City Facilities shall practice social distancing by remaining at least six feet away from others. All visitors shall wait on social distancing floor markers and follow all posted instructions.
 - Additional rules and instructions for members of the public shall be provided by each department.
4. Except as otherwise provided herein, no members of the public shall be allowed in the employee only spaces of City Facilities. Vendors and Contractors may be allowed in employee only spaces only when such access is required and only when accompanied by a City staff member. Vendors and Contractors shall follow all department specific protocols when visiting City buildings. The staff member who accompanies the vendor shall ensure that the vendor is aware of all relevant procedures and protocols.
 - Deliveries shall be dropped off outdoors (to the extent possible). If deliveries must be brought inside, they must follow the procedures listed above.

II. Hygiene and Respiratory Etiquette Policy

All employees and visitors are instructed to cover their mouth and nose with a tissue when coughing or sneezing and to avoid touching their face, in particular their mouth, nose and eyes, with their hands. Employees and visitors should dispose of tissues in the trash and wash or sanitize their hands immediately afterward. Additionally, all employees are required to follow the City’s [Facial Covering \(Masks\) Policy](#).

Respiratory Etiquette Posters

Appropriate respiratory etiquette will be demonstrated on posters placed in the locations listed below. [\(Appendix 6\)](#)

Brookview

Lower Level	Upper Level	Golf Course and Lawn Bowling
Each restroom door	Windows at entrances	Windows at entrances
Each room entrance door	Each restroom door	Each restroom door
Staff check-in area	Room entrances	
Bottom of stairway	Park and Rec office	
Electronic display screen	Top of stairway	
	Electronic display screen	

City Hall: Upper Level

City Manager’s Office	General Services	Finance and IT	Public Facing Spaces
Kitchen/Breakroom door	Outside general services door	Department bulletin board	Hallway Door to City Manager’s Office
Women’s restroom door	Department bulletin board	On individuals’ office doors	City Manager’s Customer Service Desk
Men’s restroom Door	wall panels across ary club panel	By Accountants’ cubicle panes	City Chambers Door
Manager’s Conference Room Door	On door to supply room		Council Conference Room (both doors)
Doorway in the hallway	On door where Hennepin County EE’s work		Women’s restroom door
			Men’s restroom door

City Hall: Lower Level

DMV	Physical Development	Public Facing Spaces
Door to DMV	Outside Lower Level Conference Room door	Entryway to City Hall
Wall flanking both sides counter	Central area on tripod	Women’s restroom door
Door to conference room across from DMV counter	Both entry points into lower level (counter & back entry)	Men’s restroom door
	Break Room Partition wall near door	Corridor outside of Physical Development Counter (closer to DMV)



Public Safety

Police Upper Level	Police Lower Level	Fire Station One	Fire Station Two	Fire Station Three
On doors from lobby to administration area	Gym door	Doors separating the office/day room area from the apparatus bay.	Hallway outside office area, doors to day room	Hallway outside office area, and on doors for both
Doors entering east and west hallway	Women’s locker room/restroom door	Women’s restroom door in shared hallway	Women’s restroom door	Women’s restroom door
Doors entering report writing and patrol area from east hallway.	Men’s locker room/restroom door	Men’s restroom door in shared hallway	Men’s restroom door	Men’s restroom door
Near printer in shared spaces	Training Room door			
One in breakroom	Lunchroom door			
Roll call room (including attached garage into roll call room)				
Doors entering investigations division				

Public Works

Park Maintenance	Street Maintenance	Utilities Maintenance	Vehicle Maintenance
Lunchroom door	Lunchroom door	Lunchroom door	Lunchroom door
One on each restroom door	One on each restroom door	One on each restroom door	One on each restroom door
Laundry room door	Laundry room door	Laundry room door	Laundry room door
Entry door	Entry door	Entry door	Entry door



Trash Receptacles, Tissues, Hand Sanitizer

The City shall make tissues, hand sanitizer, and trash receptacles available to all workers and visitors. The supplies will be placed in the locations listed below.

Brookview

Lower Level	Upper Level	Golf Course and Lawn Bowling
Bar	Patio trash bins	Host area
Walk-up counter	Host area	Patio trash bins
Back of house	Room entrances	Bar
Room entrances	Restrooms	Walk-up counter
Restrooms	Top of stairway	Back of house
Building entrances	Inside park and rec office	
Near guest services		

City Hall: Upper Level

City Manager's Office	General Services	Finance and IT	Public Facing Spaces
Inside Manager's Conference Room	On front lower counter	In each office and cubicle	Inside Council Chambers
In each office and cubicle	On counter near computer terminal		Inside Council Conference Room
One near printer	In each cubical		Inside each restroom
One in each restroom			Hallway outside Council Chambers
One in the breakroom			

City Hall: Lower Level

DMV	Physical Development	Public Facing Spaces
Back vestibule to DMV for employees entering and exiting	At Sanitizer/PPE Stations located in Engineering/ Inspections	Physical Development Counter
Directly inside City Hall front doors	Breakroom seating area	
First floor restrooms	High table in central area	
DMV front counter	Front Counter (employee side)	
Individual employee workstations	Mud Room	
	Plan Review Area	
	Copiers and prep area	
	Back entry door	



Public Safety

Police Upper Level	Police Lower Level	Fire Station One	Fire Station Two	Fire Station Three
Front lobby	Training room	Each individual office	Office	Office
At each desk	Lunchroom	Day room	Under the drinking fountain in the hallway	Apparatus bay (2)
Roll call room	Women’s locker room/restroom	SCBA room	Day room	Day room
Report writing room	Men’s locker room/restroom	Kitchen	Kitchen	Kitchen
Front office booking room		Women’s restroom	Women’s restroom	Women’s restroom
		Men’s restroom	Men’s restroom	Men’s restroom

Public Works

Park Maintenance	Street Maintenance	Utilities Maintenance	Vehicle Maintenance
Lunchrooms	Lunchrooms	Lunchrooms	Lunchrooms
Restrooms	Restrooms	Restrooms	Restrooms
Equipment Bays	Equipment Bays	Equipment Bays	Equipment Bays

The CORR Plan Coordinator for each department shall be responsible for the maintenance of such posters and supplies (including garbage cans, tissue, and hand sanitizer).

Handwashing

Employees shall regularly wash their hands following Minnesota Department of Health standards as depicted within “Hand-Washing” signs ([Appendix 7](#)). Hand washing must occur:

1. At the start of employees shift
2. Before preparing food or working with equipment
3. When changing tasks
4. After removing gloves
5. After handling chemicals or using electronic devices
6. After touching anything that may contaminate hands

All employees handling or preparing food shall regularly wash their hands in a designated hand wash sink.

Facial Covering (Masks) Policy

Except as otherwise noted in this policy, the City requires employees to wear a mask or similar face covering (“Mask”) in the workplace during the COVID-19 health crisis until face coverings are no longer recommended by the CDC. Employees should refer to the short [video guide](#) for proper mask use.

Required Masks

Employees that perform on-site job responsibilities must wear a Mask while they are performing those responsibilities. This policy applies to all employees conducting on-site work, and work-related travel, except under the following circumstances:

- Employee is performing individual, isolated work at their own desk/workstation; or

- Employee is performing individual, isolated outdoor field work and social distancing requirements are maintained at all times; or
- Employee is isolated in a City vehicle; or
- Police department employees involved in the field training program, only while employees are in police vehicles and with their assigned FTO.

The City will provide a simple disposable Mask to employees who are required to wear them under this policy. Per CDC guidelines, employees who are not performing the functions of a healthcare worker or medical first responder shall not be issued surgical masks or N-95 respirators. Employees may also choose to wear their own mask. Employees will be responsible for ensuring that masks meet the standards set forth by the CDC and for the laundering services of their own face masks (see 'Homemade Masks' below).

Additionally, under ADA requirements the City will provide reasonable accommodations to individuals who are unable to wear facial coverings.

Voluntary Masks

Employees who are not required, but prefer to wear a face Mask, may do so as long as the employee is still able to perform the essential functions of their job.

Homemade Masks

Employees other than healthcare workers or medical first responders may bring their own Masks. Employees who bring their own Masks should consult and follow CDC Guidelines ([Appendix 8](#)) and CDC Face Covering Do's and Don'ts ([Appendix 9](#)). Employees may not use materials that violate the City's Respectful Workplace policy, including materials that contain offensive pictures or language. Additionally, employees who voluntarily use Masks are encouraged to consult and follow the [CDC guidelines on laundering masks](#) and clothing items.

Personal Protective Equipment (PPE)

Employees shall continue to follow all current department policies on the use of Masks and Personal Protective Equipment (PPE). This includes, but is not limited to Police, Fire, Public Works, and Golf Maintenance.

III. Common Spaces Worksite Safety Policy

The following procedures apply to the use and decontamination of City common spaces. Employees and visitors are required to follow the established procedures for each of the spaces listed within this policy.

- Building and Ventilation Protocols
- Brookview: Common Spaces
 - Brookview Lobby
 - Employee Breakroom/Kitchen
 - Parks and Recreation Offices
- Brookview: Conference Rooms
 - Rice Lake Conference Room
 - Sweeney Lake Conference Room
 - Wirth Lake Room
- Brookview: Facility Rental Rooms
 - Basset Creek Room
 - Valley Room
- Brookview: Outdoor Pavilion Rental
- Brookview: Public Restrooms
- City Hall: City Council Chambers
- City Hall: Conference Rooms
 - Council-Conference Room
 - Manager’s Conference Room
 - Lower Level Conference Room
- City Hall: City Manager’s Office Common Spaces
- City Hall: Lower Level Common Spaces
 - Employee Breakroom/Kitchen
 - Mud Room and Plan Review Area
- City Hall: Restrooms
- Public Safety: Police Common Spaces
 - Employee Breakroom
 - Report Writing Room
 - Restrooms/Locker Room
 - Roll Call Room
 - Weight Room/Gym
- Public Safety: Police Conference Room
- Police Safety: Police Public Spaces
- Public Safety Training Room
- Public Works: Common Spaces
 - Lunchroom
 - Restroom/Locker Room

Building and Ventilation Protocols

General Building Conditions

Each department shall assess the status and capacities of the utility-systems within the building (e.g. ventilation, water-supply, sewer, gas), as well as potential issues associated with vermin, molds, and mildew, prior to putting the building into an operational status.

1. Follow established protocols for starting mechanical, electrical, plumbing, life-safety, and other systems after non-use according to the Authorities Having Jurisdiction.
2. Assess the building for indications of pest and vermin infestation, and consult a pest-control professional as appropriate.
3. See [CDC's Guidance for Reopening Buildings After Prolonged Shutdown or Reduced Operation](#).

Ventilation System Start-up

Each department shall evaluate the operational capacity, and increase, improve, and maintain ventilation provided throughout the building.

1. Increase the outdoor air-percentage to increase dilution of contaminants, and eliminate recirculating, whenever possible, while maintaining indoor air-conditions.
2. For heating-ventilation-air-conditioning systems that recirculate air, businesses need to improve central air filtration to at least the MERV-13 or the highest compatible with the filter rack (at least MERV-14 preferred), and seal the edges of filters to further limit by-pass around the filters.
3. Replace and upgrade air filters prior to re-occupancy.
4. Run systems on full economizer as outside air conditions allow.
5. Consult an HVAC professional to ensure proper ventilation is maintained.

Day-To-Day Operations

Once systems are in a safe operational status, the City shall ensure the following practices and protocols are maintained:

1. Continuously maximize fresh-air into the workplace, and eliminate air recirculation.
2. Maintain relative humidity levels of RH 40-60%
3. Keep systems running longer hours (24/7 if possible) to enhance the ability to filter contaminants out of the air.
4. Add a flush cycle to the controls of the HVAC system, and run HVAC systems for 2-hours before and after occupancy.
5. Check and rebalance the HVAC system to provide negative air-pressure whenever possible.
6. Supplement ventilation-system with the use of portable HEPA filter units whenever possible.
7. Minimize air-flow from blowing across people.
8. Consult an HVAC professional or the American Society of Heating, Refrigerating and Air-Conditioning Engineers to ensure proper ventilation is provided, and ventilation-systems are properly maintained. See [ASHRAE's COVID-19 Preparedness Resources](#).

Brookview Common Spaces

All common spaces shall be cleaned daily according to the Brookview cleaning contract. Spaces shall also be cleaned more frequently as required under the procedures below.

Each common space shall be equipped with the following supplies:

- Spray bottles (3% bleach to water solution or equivalent recommended cleaning solution)
- Paper towels
- Gloves
- Hand Sanitizer

Each room shall also have hygiene and respiratory etiquette posters placed on the doorway(s), near the garbage/recycling receptacles, and in the hallway. The P&R Department CORR Plan Coordinator shall monitor each of the common spaces for the necessary supplies and posters.

Brookview Lobby

Phase I: Brookview Lobby is closed.

Phase II: Brookview Lobby is open in limited capacity for guests to wait for customer service at the Guest Services counter.

Phase III: Brookview Lobby is open to the public for normal business operations.

The capacity of the lobby shall be dependent upon the Governor's Executive Orders. All pamphlets, fliers, magazines, business cards, and other high-touch items shall be removed from the lobby. The lobby shall also have social distance floor markers for guests waiting to be helped at the Guest Services counter.

Employee Breakroom/Kitchen

Employees shall have access to the breakroom during Phases II-III. Only one employee may enter the breakroom at one time and must properly decontaminate all surfaces and appliances after each use.

Eating in the Breakroom/Kitchen

Employees are encouraged to eat at their desks or outside the building. However, if an employee prefers to use the breakroom, they may do so by following the procedures below:

- Between the hours of 11:00 am – 2:00 pm, employees may reserve the breakroom for up to 30 minutes.
- No more than 1 employee may occupy the breakroom at one time.
- Employee shall use paper towel and spray to sanitize their table after use.

Parks and Recreation Offices

Employees may work in their individual offices and workspaces as allowed under their department policies. Employees must not have in-person meetings in offices, and only one employee will be allowed to use the central office work table at a time and the table must be sanitized before and after each use. Employees must follow decontamination procedures.

Water Fountains

Community drinking stations and water-fountains should not be available/used. Touchless water-filling stations may still be provided.

Brookview Conference Rooms

Phase I: All Brookview conference rooms are closed.

Phase II: Brookview conference rooms shall only be scheduled for use by employees for City business. Brookview conference room shall not be available for use by outside agencies. Employees shall only use a conference room when a virtual meeting is not possible or practical, and must follow the established room procedures. Each room has an established maximum capacity and room layout.

Phase III: Brookview conference rooms shall be open for public use pursuant to normal City facility-use procedures.

Supplies

Each room shall be equipped with the following supplies:

- Spray bottles (3% bleach to water solution or other CDC recommended solution)
- Paper towels
- Gloves
- Hand Sanitizer

Each room shall also have hygiene and respiratory etiquette posters placed on the doorway(s), and near the garbage/recycling receptacles. A Department CORR Plan Coordinator shall be designated to monitor each of the conference rooms for the necessary supplies and posters.

Conference Rooms

- Rice Lake
- Sweeney Lake
- Wirth Lake Room

Rice Lake Conference Room

The maximum capacity of the Rice Lake Conference Room is four individuals.

Scheduling Meetings

Meetings shall be scheduled through the RecTrac.

- If any meeting includes non-employees, the scheduler is responsible for ensuring that visitors follow the [City's Visitor Health Policy](#) and other relevant City policies. The scheduler shall also encourage visitors to wear facial coverings (masks) while on-site.
- To allow for proper decontamination, appointments must be scheduled with a minimum of 15 minutes time between each meeting.
- Communicate expectations with all employees and visitors ("guests") prior to the meeting.

Meeting Preparation

The meeting scheduler who is running the meeting shall:

- a. Arrive 5 minutes early to the scheduled meeting.
- b. Use bleach solution and paper towels located on the table directly outside the conference room to wipe down the door handle and prop open the door until all guests have arrived.
- c. Ensure the room is set-up to the layout listed in [Appendix 10](#).
- d. Set up appropriate technology (as needed) by decontaminating keyboards, mouse, and faceplate using a disinfectant wipe.
- e. Ensure all guests maintain a minimum of six feet from one another.

Entering Conference Room

Guests entering the room shall follow the path established in the appropriate layout.

Exiting Conference Room

The first guest to leave should be closest to the door and use a paper towel to open the door and prop it open. All guests may follow, while keeping six feet from each other and avoiding contact with anything.

Post-Meeting

Following the meeting, the scheduler shall:

- Decontaminate all high-touch surfaces, including tables, chairs, technology, light switches, etc.; and
- Turn off the lights, close the door, wipe the door handle, and throw the paper towels in the trash receptacle in the hallway.

If the scheduler notices supply inventory is low, the scheduler shall notify Ted Massicotte (tmassicotte@goldenvalleymn.gov).

Sweeney Lake Conference Room

The maximum capacity of the Sweeney Lake Conference Room is four individuals.

Scheduling Meetings

Meetings shall be scheduled through the RecTrac.

- If any meeting includes non-employees, the scheduler is responsible for ensuring that visitors follow the [City's Visitor Health Policy](#) and other relevant City policies. The scheduler shall also encourage visitors to wear facial coverings (masks) while on-site.
- To allow for proper decontamination, appointments must be scheduled with a minimum of 15 minutes time between each meeting.
- Communicate expectations with all employees and visitors ("guests") prior to the meeting.

Meeting Preparation

The meeting scheduler who is running the meeting shall:

- a. Arrive 5 minutes early to the scheduled meeting.
- b. Use bleach solution and paper towels located on the table directly outside the conference room to wipe down the door handle and prop open the door until all guests have arrived.
- c. Ensure the room is set-up to the layout listed in [Appendix 11](#).
- d. Set up appropriate technology (as needed) by decontaminating keyboards, mouse, and faceplate using a disinfectant wipe.
- e. Ensure all guests maintain a minimum of six feet from one another.

Entering Conference Room

Guests entering the room shall follow the path established in the appropriate layout.

Exiting Conference Room

The first guest to leave should be closest to the door and use a paper towel to open the door and prop it open. All guests may follow, while keeping six feet from each other and avoiding contact with anything.

Post-Meeting

Following the meeting, the scheduler shall:

- Decontaminate all high-touch surfaces, including tables, chairs, technology, light switches, etc.; and
- Turn off the lights, close the door, wipe the door handle, and throw the paper towels in the trash receptacle in the hallway.

If the scheduler notices supply inventory is low, the scheduler shall notify Ted Massicotte (tmassicotte@goldenvalleymn.gov).

Wirth Lake Room

During Phase II the Wirth Lake Room is available for employee recreational programming use.

Availability

Room is available to employees only on as needed basis. The maximum capacity of the Wirth Lake Room is 6 individuals.

Scheduling Meetings

Meetings shall be scheduled through the RecTrac.

- If any meeting includes non-employees, the scheduler is responsible for ensuring that visitors follow the [City's Visitor Health Policy](#) and other relevant City policies. The scheduler shall also encourage visitors to wear facial coverings (masks) while on-site.
- To allow for proper decontamination, appointments must be scheduled with a minimum of 15 minutes time between each meeting.
- Communicate expectations with all employees and visitors ("guests") prior to the meeting.

Meeting Preparation

The meeting scheduler who is running the meeting shall:

- a. Arrive 5 minutes early to the scheduled meeting.
- b. Use bleach solution and paper towels located on the table directly outside the conference room to wipe down the door handle and prop open the door until all guests have arrived.
- c. Ensure the room is set-up to the layout listed in [Appendix 12](#).
- d. Set up appropriate technology (as needed) by decontaminating keyboards, mouse, and faceplate using a disinfectant wipe.
- e. Ensure all guests maintain a minimum of six feet from one another.

Entering Wirth Lake Room

Guests entering the room shall follow the path established in the appropriate layout.

Exiting Wirth Lake Room

The first guest to leave should be closest to the door and use a paper towel to open the door and prop it open. All guests may follow, while keeping six feet from each other and avoiding contact with anything.

Post-Meeting

Following the meeting, the scheduler shall:

- Decontaminate all high-touch surfaces, including tables, chairs, technology, light switches, etc.; and
- Turn off the lights, close the door, wipe the door handle, and throw the paper towels in the trash receptacle in the hallway.

If the scheduler notices supply inventory is low, the scheduler shall notify Ted Massicotte (tmassicotte@goldenvalleymn.gov).

Brookview Facility Rental Rooms

Phase I: The Brookview Basset Creek Room and Valley Room are closed.

Phase II: The Brookview Basset Creek Room and Valley Room North shall be available for use by employees for City business or rented for private use. Employees shall only use a conference room when a virtual meeting is not possible or practical, and must follow the established room procedures. The room has an established maximum capacity and room layout.

Phase III: The Brookview Basset Creek Room and Valley Room shall be open for public use pursuant to normal City facility-use procedures.

Supplies

The room shall be equipped with the following supplies:

- Spray bottles (3% bleach to water solution or equivalent recommended cleaning solution)
- Paper towels
- Gloves
- Hand Sanitizer

Each room shall also have hygiene and respiratory etiquette posters placed on the doorway(s), and near the garbage/recycling receptacles. A Department CORR Plan Coordinator shall be designated to monitor each of the conference rooms for the necessary supplies and posters.

Facility Rental Rooms

- Basset Creek Room
- Valley Room

Basset Creek Room

During Phase II the Basset Creek Room may become available for private rental as allowed under the Executive Order. The room will be made available for City needs such as elections.

Availability

- All meeting schedulers must work with Parks & Recreation staff to develop a room use plan to ensure compliance under this CORR plan.
- Only two events will be allowed each day between the hours of 9 am – 2 pm Monday – Friday. The room shall not be available on weekends.

The maximum capacity of the Basset Creek Room is dependent upon what is allowed under the Executive Orders.

Scheduling Meetings

Meetings shall be scheduled through the RecTrac.

- If any meeting includes non-employees, the scheduler is responsible for ensuring that visitors follow the [City's Visitor Health Policy](#) and other relevant City policies. The scheduler may also encourage visitors to wear facial coverings (masks) while on-site.
- To allow for proper decontamination, two hours will be scheduled between room uses.
 - Private rentals will receive an additional fee for decontamination costs.
- Communicate expectations with all employees and visitors (“guests”) prior to the meeting.

Meeting Preparation

The meeting scheduler who is running the meeting shall:

- a. Arrive 30 minutes early to the scheduled meeting.
- b. Use bleach solution and paper towels located on the table directly outside the conference room to wipe down the door handle and prop open the door until all guests have arrived.
- c. Ensure the room is set-up to the layout listed in [Appendix 13](#).
- d. Set up appropriate technology (as needed) by decontaminating keyboards, mouse, and faceplate using a disinfectant wipe.
- e. Prop open south door.
- f. Prop open the upper level bathroom doors.
- g. Ensure all guests maintain a minimum of six feet from one another.

Entering Basset Creek Room

The south doors shall be propped open for guests to enter the room. Guests entering the room shall follow the path established in the appropriate layout.

Exiting Basset Creek Room

The north doors shall be sanitized and propped open by the scheduler for guests to exit. All guests may leave, while keeping six feet from each other and avoiding contact with anything.

Post-Meeting

Following the meeting, the scheduler shall:

- Turn off the lights, close the door, wipe the door handle, and throw the paper towels in the trash receptacle in the hallway, and lock the door.
- Brookview custodial staff will perform a thorough decontamination of the room.

Valley Room

During Phase II the Valley Room North is available for employee use and private rental as allowed under the Executive Order. The Valley Room South area will remain closed until further notice.

Availability

- All meeting schedulers must work with Parks & Recreation staff to develop a room use plan to ensure compliance under this CORR plan.
- Only two events will be allowed each day between the hours of 10 am – 2 pm Monday – Friday. The room shall not be available on weekends.

The maximum capacity of the Valley Room North is 10 individuals.

Scheduling Meetings

Meetings shall be scheduled through the RecTrac.

- If any meeting includes non-employees, the scheduler is responsible for ensuring that visitors follow the [City's Visitor Health Policy](#) and other relevant City policies. The scheduler may also encourage visitors to wear facial coverings (masks) while on-site.
- To allow for proper decontamination, two hours will be scheduled between room uses.
 - Private rentals will receive an additional fee for decontamination costs.
- Communicate expectations with all employees and visitors ("guests") prior to the meeting.

Meeting Preparation

The meeting scheduler who is running the meeting shall:

- a. Arrive 30 minutes early to the scheduled meeting.
- b. Use bleach solution and paper towels located on the table directly outside the conference room to wipe down the door handle and prop open the door until all guests have arrived.
- c. Ensure the room is set-up to the layout listed in [Appendix 14](#).
- d. Set up appropriate technology (as needed) by decontaminating keyboards, mouse, and faceplate using a disinfectant wipe.
- e. Prop open all of the doors.
- f. Ensure the portable wall separating the North and South areas is closed at all times.
- g. Prop open the lower level bathroom doors.
- h. Ensure all guests maintain a minimum of six feet from one another.

Entering Brookview Valley Room

Guests entering the room shall follow the path established in the appropriate layout.

Exiting Brookview Valley Room

The meeting scheduler shall use a paper towel to open the door and prop it open. All guests may leave, while keeping six feet from each other and avoiding contact with anything.

Post-Meeting

Following the meeting, the scheduler shall:

- Turn off the lights, close the door, wipe the door handle, and throw the paper towels in the trash receptacle in the hallway, and lock the door.
- Brookview custodial staff will perform a thorough decontamination of the room.

Brookview: Outdoor Pavilion Rental

- Phase I: All City of Golden Valley park buildings and rental facilities are closed until further notice.
- Picnic pavilions are cleaned and trash removed Monday, Wednesday, and Friday by Parks Maintenance Department.
 - Bathrooms are closed and not open to the public.
- Phase II: Both the small picnic pavilion and the large picnic pavilion will be available for limited rental with safety procedures in place.
- Phase III: Pavilions shall be available for rental pursuant to normal rental procedures.

Communication, Registration, and Payment

- All renters will be required to register online and make electronic payment. All communications and additional documentation required for the rental would be emailed or mailed to the Parks & Recreation Department.
- Fees for rental will remain the same for the reduced capacities. All permit fees, terms, and conditions apply.
- Park Pavilions may be rented for up to two time periods per-day. The time periods shall run from 11:00 am – 4:00 pm and 5:00 pm – dusk.

Small Picnic Pavilion

Rental groups shall follow social distancing guidelines. The capacity for the small pavilion with appropriate social distancing is 25 individuals for social gatherings as defined in Executive Order effective at the time this plan is adopted. This capacity may be increased to 28 individuals, if allowed by future Executive Order. See [Appendix 15](#). Renters using the space for purposes other than personal social gatherings (for example, corporate events or fundraisers) must submit a COVID-19 Preparedness Plan as required by the State of Minnesota and certify to the City that the plan meets all state and federal requirements.

Large Picnic Pavilion

Rental groups are required to follow social distancing guidelines. The capacity for the large pavilion with appropriate social distancing is 25 individuals for social gatherings as defined in Executive Order effective at the time this plan is adopted. This capacity may be increased to 46 individuals if allowed by future Executive Order. See [Appendix 16](#). Renters using the space for purposes other than personal social gatherings (for example, corporate events or fundraisers) must submit a COVID-19 Preparedness Plan as required by the State of Minnesota and certify to the City that the plan meets all state and federal requirements.

The large pavilion has permanent restrooms that are available for the pavilion renter group and all other Brookview park users. Only one person may use the restroom at a time.

Picnic Pavilion Cleaning

- Parks Maintenance Department staff will clean both pavilions before each rental group arrives Monday – Friday.
- Weekend cleaning service will be contracted through the Stratus Group and only scheduled when pavilions are rented.
- General cleaning of the picnic pavilions includes cleaning and disinfecting of all picnic tables, counter areas, bathroom doors, bathrooms and pavilion floor. Bathrooms are restocked with supplies if needed and garbage cans are emptied.
- Parks Department staff and contracted staff will follow all decontamination procedures.

Brookview: Public Facing Restrooms

The lower level and upper level public-facing restrooms shall be open to both employees and to visitors.

Each room shall also have hygiene and respiratory etiquette posters placed on the doorway(s), and near the garbage/recycling receptacles. The P&R CORR Plan Coordinators shall monitor each restroom for the necessary supplies and posters.

Occupancy

Only one individual (not from the same household) is permitted to occupy the restroom at one time. Each restroom shall be affixed with a lock. Employees and Visitors shall lock the door upon entry. Individuals waiting to use the restroom shall wait six feet apart at on the socially distant floor markers.

Handwashing

Employees are required to wash their hands after using the facility and shall sanitize the door handles and any other touched surfaces with a paper towel and bleach spray.

Visitors are encouraged to follow handwashing practices and are encouraged to wipe down high touched surfaces with a paper towel and bleach spray.

Cleaning and Decontamination

The restroom shall be equipped with the following supplies:

- Spray bottles (3% bleach to water solution or other CDC recommended solution)
- Paper towels
- Hand soap
- Gloves

Staff will wipe down the handles and faucets and counter surfaces in the restrooms once per hour using the spray bottle and paper towels provided. Staff shall wear gloves and face mask. A daily log of the wipe down shall be maintained for both restrooms.

Water Fountains

Community drinking stations and water-fountains should not be available/used. Touchless water-filling stations may still be provided.

City Hall: Council Chambers

- Phase I: Council Chambers may only be accessed as needed to ensure the remote Council meetings are live streamed.
- Phase II: Employees shall only use the Council Chambers when a virtual meeting is not possible or practical or for live/online hybrid meetings and must follow established room procedures, maximum capacity, and room layout.
- Phase III: Council Chambers shall be open for public use pursuant to normal City facility-use procedures.

Supplies

Each room shall be equipped with the following supplies:

- Spray bottles (3% bleach to water solution or other CDC recommended solution)
- Paper towels
- Gloves
- Hand Sanitizer

The room shall also have hygiene and respiratory etiquette posters placed on the doorway(s), and near the garbage/recycling receptacles. The City Manager's Office CORR Plan Coordinator shall be designated to monitor each of the conference rooms for the necessary supplies and posters.

Room Capacity

The maximum capacity of the City Council Chambers is 15 individuals.

Room Usage

In accordance with the City Hall phasing schedule (see above) the Council Chambers may be used for the purposes below, and only when virtual meetings are impractical:

- City Council And Council/Manager Meetings
- Planning Commission and Board Of Zoning Appeals Meetings
- Other City Board/Commission Meetings
- City Staff Meetings/Training
- City Bid Openings
- Election Judge Training
- Voting On Election Days
- Candidate Forums by the Golden Valley League Of Women Voters

Scheduling Meetings

Meetings shall be scheduled through the City's Outlook platform.

- If any meeting includes non-employees, the scheduler is responsible for ensuring that visitors follow City policies. The scheduler may also encourage visitors to wear facial coverings (masks) while on-site.
- To allow for proper decontamination, appointments must be scheduled with a minimum of 15 minutes time between each meeting.
- Communicate expectations with all employees and visitors ("guests") prior to the meeting.

Meeting Preparation

The meeting scheduler who is running the meeting shall:

- a. Arrive five minutes early to the scheduled meeting.

- b. Use bleach solution and paper towels located on the table directly outside the conference room to wipe down 'Door Handle A' and prop open 'Door A' until all guests have arrived.
- c. Ensure the room is set-up to the layout appropriate for the use ([Appendix 17](#)).
- d. Set up appropriate technology (as needed) by decontaminating keyboards, mouse, and faceplate using a disinfectant wipe.
- e. Ensure all guests maintain a minimum of 6 feet from one another.

Entering Council Chambers

Guests entering the room shall follow the path established in the appropriate layout.

Exiting Council Chambers

Guests should exit the room through 'Door A.'

- The first guest to leave should be closest to the door and use a paper towel to open the door and prop it open.
- All guests may follow, while keeping 6 feet from each other and avoiding contact with anything.

Post-Meeting

Following the meeting, the scheduler shall:

- Decontaminate all high-touch surfaces, including tables, chairs, technology, light switches, etc
- Turn off the lights, close the door, wipe the door handle, and throw the paper towels in the trash receptacle in the hallway.

If the scheduler notices supply inventory is low, the scheduler shall notify Ted Massicotte (tmassicotte@goldenvalleymn.gov).

City Hall: Conference Rooms

Phase I: City Hall conference rooms are closed.

Phase II: All City Hall conference room shall only be scheduled for use by employees for City business. City Hall conference room shall not be available for use by outside agencies. Employees shall only use a City Hall conference room when a virtual meeting is not possible or practical, and must follow the established room procedures. Each room has an established maximum capacity and room layout.

Phase III: City Hall conference rooms shall be open for public use pursuant to normal City facility-use procedures.

Supplies

Each room shall be equipped with the following supplies:

- Spray bottles (3% bleach to water solution or other CDC recommended solution)
- Paper towels
- Gloves
- Hand Sanitizer
- Tissues

Each room shall also have hygiene and respiratory etiquette posters placed on the doorway(s), and near the garbage/recycling receptacles. A Department CORR Plan Coordinator shall be designated to monitor each of the conference rooms for the necessary supplies and posters.

Conference Rooms

- Council Conference Room
- Manager's Conference Room
- Lower Level Conference Room

Council Conference Room

The maximum capacity of the Council Conference Room is six individuals.

Scheduling Meetings

Meetings shall be scheduled through the City's Outlook platform.

- If any meeting includes non-employees, the scheduler is responsible for ensuring that visitors follow the [City's Visitor Health Policy](#) and other relevant City policies. The scheduler may also encourage visitors to wear facial coverings (masks) while on-site.
- To allow for proper decontamination, appointments must be scheduled with a minimum of 15 minutes time between each meeting.
- Communicate expectations with all employees and visitors ("guests") prior to the meeting.

Meeting Preparation

The meeting scheduler who is running the meeting shall:

- a. Arrive 5 minutes early to the scheduled meeting.
- b. Use bleach solution and paper towels located on the table directly outside the conference room to wipe down 'Door Handle A' and prop open 'Door A' until all guests have arrived.
- c. Ensure the room is set-up to one the layout listed in [Appendix 18](#).
- d. Set up appropriate technology (as needed) by decontaminating keyboards, mouse, and faceplate using a disinfectant wipe.
- e. Ensure all guests maintain a minimum of six feet from one another.

Entering Conference Room

Guests entering the room shall follow the path established in the appropriate layout.

Exiting Conference Room

Guests should exit the room through 'Door A.'

- The first guest to leave should be closest to the door and use a paper towel to open the door and prop it open.
- All guests may follow, while keeping six feet from each other and avoiding contact with anything.

Post-Meeting

Following the meeting, the scheduler shall:

- Decontaminate all high-touch surfaces, including tables, chairs, technology, light switches, etc.; and
- Turn off the lights, close the door, wipe the door handle, and throw the paper towels in the trash receptacle in the hallway.

If the scheduler notices supply inventory is low, the scheduler shall notify Ted Massicotte (tmassicotte@goldenvalleymn.gov).

Manager's Conference Room

The maximum capacity of the Manager's Conference Room is four individuals.

Scheduling Meetings

Meetings shall be scheduled through the City's Outlook platform.

- If any meeting includes non-employees, the scheduler is responsible for ensuring that visitors follow the [City's Visitor Health Policy](#) and other relevant City policies. The scheduler may also encourage visitors to wear facial coverings (masks) while on-site.
- To allow for proper decontamination, appointments must be scheduled with a minimum of 15 minutes time between each meeting.
- Communicate expectations with all employees and visitors ("guests") prior to the meeting.

Meeting Preparation

The meeting scheduler who is running the meeting shall:

- a. Arrive 5 minutes early to the scheduled meeting.
- b. Use bleach solution and paper towels located on the table directly outside the conference room to wipe down and prop open the door until all guests have arrived.
- c. Ensure the room is set-up to the layout listed in [Appendix 19](#).
- d. Set up appropriate technology (as needed) by decontaminating keyboards, mouse, and faceplate using a disinfectant wipe.
- e. Ensure all guests maintain a minimum of six feet from one another.

Entering Conference Room

Guests entering the room shall follow the path established in the appropriate layout.

Exiting Conference Room

If any guest needs to leave the meeting at any time, the individual should carefully exit the room and avoid contact with others.

At the conclusion of the meeting, the first guest to leave should to the extent possible, be closest to the door and use a paper towel to open the door and prop it open. All guests may follow, while keeping six feet from each other and avoiding contact with anything.

Post-Meeting

Following the meeting, the scheduler shall:

- Decontaminate all high-touch surfaces, including tables, chairs, technology, light switches, etc.; and
- Turn off the lights, close the door, wipe the door handle, and throw the paper towels in the trash receptacle in the hallway.

If the scheduler notices supply inventory is low, the scheduler shall notify Ted Massicotte (tmassicotte@goldenvalleymn.gov).

Lower Level Conference Room

The maximum capacity of the Lower Level Conference Room is five individuals.

Scheduling Meetings

Meetings shall be scheduled through the City's Outlook platform.

- If any meeting includes non-employees, the scheduler is responsible for ensuring that visitors follow the [City's Visitor Health Policy](#) and other relevant City policies. The scheduler may also encourage visitors to wear facial coverings (masks) while on-site.
- To allow for proper decontamination, appointments must be scheduled with a minimum of 15 minutes time between each meeting.
- Communicate expectations with all employees and visitors ("guests") prior to the meeting.

Meeting Preparation

The meeting scheduler who is running the meeting shall:

- a. Arrive 5 minutes early to the scheduled meeting.
- b. Use bleach solution and paper towels located on the table directly outside the conference room to wipe down and prop open the door until all guests have arrived.
- c. Ensure the room is set-up to the layout listed in [Appendix 20](#).
- d. Set up appropriate technology (as needed) by decontaminating keyboards, mouse, and faceplate using a disinfectant wipe.
- e. Ensure all guests maintain a minimum of six feet from one another.

Entering Conference Room

Guests entering the room shall follow the path established in the appropriate layout.

Exiting Conference Room

If any guest needs to leave the meeting at any time, the individual should carefully exit the room and avoid contact with others.

At the conclusion of the meeting, the first guest to leave should to the extent possible, be closest to the door and use a paper towel to open the door and prop it open. All guests may follow, while keeping six feet from each other and avoiding contact with anything.

Post-Meeting

Following the meeting, the scheduler shall:

- Decontaminate all high-touch surfaces, including tables, chairs, technology, light switches, etc.; and
- Turn off the lights, close the door, wipe the door handle, and throw the paper towels in the trash receptacle in the hallway.

If the scheduler notices supply inventory is low, the scheduler shall notify Ted Massicotte (tmassicotte@goldenvalleymn.gov).

City Hall: City Manager’s Office Common Spaces

All common spaces shall be cleaned daily according to the City Hall cleaning contract. Spaces shall also be cleaned more frequently as required under the procedures below.

Each room shall be equipped with the following supplies:

- Spray bottles (3% bleach to water solution or other CDC recommended solution)
- Paper towels
- Hand soap
- Gloves
- Tissues

Each room shall also have hygiene and respiratory etiquette posters placed on the doorway(s), near the garbage/recycling receptacles, and in the hallway. The City Manager’s Office CORR Plan Coordinator shall monitor each of the common rooms for the necessary supplies and posters.

City Manager’s Office Waiting Area

All posters, handouts, and other frequently touched items shall be removed from the City Manager’s Office Waiting area and customer service counter. Additionally, all chairs shall be removed from the waiting area. Only one customer/visitor shall be permitted at the counter at one time. All other customers/visitors shall wait on the social distancing floor markers in the hallway.

Employee Kitchen/Breakroom

Employees shall have access to the breakroom during Phases II-III. Only one employee may enter the breakroom at one time and must properly decontaminate all surfaces and appliances after each use.

City Manager’s Office Restrooms

Only one individual is permitted to occupy the restroom at one time. Each restroom shall be affixed with a lock. Employees shall lock the door upon entry. Employees are required to wash their hands after using the facility and shall sanitize the door handles and any other touched surfaces with a paper towel and bleach spray.

Employees waiting to use the restroom shall wait six feet apart outside the City Council’s work desk, or at their own desk.

Water Fountains

Community drinking stations and water-fountains should not be available/used. Touchless water-filling stations may still be provided.

City Hall: Lower Level Common Spaces

All common spaces shall be cleaned daily according to the City Hall cleaning contract. Spaces shall also be cleaned more frequently as required under the procedures below.

Each room shall be equipped with the following supplies:

- Spray bottles (3% bleach to water solution or other CDC recommended solution)
- Paper towels
- Hand soap
- Gloves
- Tissues

Each room shall also have hygiene and respiratory etiquette posters placed on the doorway(s), near the garbage/recycling receptacles, and in the hallway. The City Manager’s Office CORR Plan Coordinator shall monitor each of the common rooms for the necessary supplies and posters.

Employee Breakroom/Kitchen

Employees shall have access to the breakroom/kitchen during Phases II-III. Employees may store their food/beverages in the fridge, but are encouraged to bring items and store them in a cooler/lunchbox at their desk.

Eating in the Breakroom/Kitchen

Employees are encouraged to eat at their desks or outside the building. However, if an employee prefers to use the breakroom, they may do so by following the procedures below:

- Between the hours of 11:00 am – 2:00 pm, employees may reserve the breakroom for up to 30 minutes.
- No more than 3 employees may occupy the breakroom at one time.
- One employee per table.
- The tables are arranged to obtain maximum social distancing according to [Appendix 21](#).
- Employee shall use paper towel and spray to sanitize their table after use.

Using the Kitchen and Appliances

Only one employee may use the kitchen at one time and must properly decontaminate all surfaces and appliances after each use. If an employee is waiting to use the kitchen, they shall wait in the hallway outside of the breakroom, or near the back windows of the breakroom. The employee should not wait at a table, unless they have signed up for that 30 minute timeslot.

Mud Room/Plan Review Area

Only one employee may use the mud room and plan review room at one time and must properly decontaminate all surfaces and appliances after each use. The Mud Room door from the hallway shall remain open at all times.

Water Fountains

Community drinking stations and water-fountains should not be available/used. Touchless water-filling stations may still be provided.

City Hall: Public Facing Restrooms

The lower level and upper level public-facing restrooms shall be open to both employees and to visitors.

Each room shall also have hygiene and respiratory etiquette posters placed on the doorway(s), and near the garbage/recycling receptacles. The Physical Development and Finance CORR Plan Coordinator shall monitor each of the restroom for the necessary supplies and posters.

Occupancy

Only one individual (not from the same household) is permitted to occupy the restroom at one time. Each restroom shall be affixed with a lock. Employees and Visitors shall lock the door upon entry.

Employees waiting to use the restroom shall wait six feet apart outside the City Council's work desk, or at their own desk. Visitors shall wait outside the restroom six feet apart on the floor markers.

Handwashing

Employees are required to wash their hands after using the facility and shall sanitize the door handles and any other touched surfaces with a paper towel and bleach spray.

Visitors are encouraged to follow handwashing practices and are encouraged to wipe down high touched surfaces with a paper towel and bleach spray.

Cleaning and Decontamination

The restroom shall be equipped with the following supplies:

- Spray bottles (3% bleach to water solution or other CDC recommended solution)
- Paper towels
- Hand soap
- Gloves
- Tissues

Staff will wipe down the handles and faucets and counter surfaces in the restrooms once per hour/mid-morning and mid-afternoon using the spray bottle and paper towels provided. Staff shall wear gloves and face mask. This may be coordinated with staff from DMV or other departments. A daily log of the wipe down shall be maintained for both restrooms.

Water Fountains

Community drinking stations and water-fountains should not be available/used. Touchless water-filling stations may still be provided.

Public Safety: Police Common Spaces

All common spaces shall be cleaned daily according to the Police Department cleaning contract. Spaces shall also be cleaned more frequently as required under the procedures below.

Each room shall be equipped with the following supplies:

- Spray bottles (3% bleach to water solution or other CDC recommended solution)
- Paper towels
- Hand soap
- Gloves
- Tissues

Each room shall also have hygiene and respiratory etiquette posters placed on the doorway(s), near the garbage/recycling receptacles, and in the hallway. The Police Department CORR Plan Coordinators shall monitor each of the common rooms for the necessary supplies and posters.

Employee Breakroom/Lunchroom (lower level)

Using the Kitchen and Appliances

Only one employee may use the kitchen at one time and must properly decontaminate all surfaces and appliances after each use. If an employee is waiting to use the kitchen, they shall wait in the hallway outside of the breakroom/lunchroom. (Layout [Appendix 22](#)).

Eating in the Breakroom/Lunchroom

Employees are encouraged to eat at their desks or outside the building. However, if an employee prefers to use the breakroom/lunchroom, they may do so one at a time.

Report-Writing Room

Three employees may occupy the report-writing room at one time. Barriers shall be placed between desks. Employees shall sanitize their workstation after use. (Layout [Appendix 23](#)).

Restrooms & Locker Room

All restrooms on the upper level and lower level are available for use. Only one individual is permitted to occupy the restroom at one time. Each restroom shall be affixed with a lock. Employees shall lock the door upon entry. Employees are required to wash their hands after using the facility and shall sanitize the door handles and any other touched surfaces with a paper towel and bleach spray.

Employees waiting to use the restroom shall wait six feet apart outside the door.

Roll-Call Room

The roll call room shall be used as necessary at the beginning and end of shifts. Employees shall attempt to maintain social distance, but if unable, should wear a mask. Employees should use disinfectant to wipe down table and chairs or other high-touch surfaces after use.

Weight Room/Gym

Only one employee may use the weight room/gym at one time. The employee must sanitize each piece of equipment before and after use.

Public Safety: Police Department Conference Room

Police Department Conference Room shall only be scheduled for use by employees for City business. The Police Department Conference Room shall not be available for use by outside agencies. Employees shall only use the conference room when a virtual meeting is not possible or practical, and must follow the established room procedures, including the maximum capacity and room layout.

Supplies

Each room shall be equipped with the following supplies:

- Spray bottles (3% bleach to water solution)
- Paper towels
- Gloves
- Hand Sanitizer
- Tissues

The room shall also have hygiene and respiratory etiquette posters placed on the doorway(s), and near the garbage/recycling receptacles. A Department CORR Plan Coordinator shall be designated to monitor the room for the necessary supplies and posters.

Room Usage

The maximum capacity of the Police Department Conference Room is four individuals.

Scheduling Meetings

Meetings shall be scheduled through the City’s Outlook platform.

- If any meeting includes non-employees, the scheduler is responsible for ensuring that visitors follow the [City’s Visitor Health Policy](#) and other relevant City policies. The scheduler may also encourage visitors to wear facial coverings (masks) while on-site.
- To allow for proper decontamination, appointments must be scheduled with a minimum of 15 minutes time between each meeting.
- Communicate expectations with all employees and visitors (“guests”) prior to the meeting.

Meeting Preparation

The meeting scheduler who is running the meeting shall:

- f. Arrive 5 minutes early to the scheduled meeting.
- g. Use bleach solution and paper towels located on the table directly outside the conference room to wipe down the door handle and prop open the door until all guests have arrived.
- h. Ensure the room is set-up to the layout listed in [Appendix 24](#).
- i. Set up appropriate technology (as needed) by decontaminating keyboards, mouse, and faceplate using a disinfectant wipe.
- j. Ensure all guests maintain a minimum of six feet from one another.

Entering Conference Room

Guests entering the room shall follow the path established in the appropriate layout.

Exiting Conference Room

If any guest needs to leave the meeting at any time, the individual should carefully exit the room and avoid contact with others.

At the conclusion of the meeting, the first guest to leave should to the extent possible, be closest to the door and use a paper towel to open the door and prop it open. All guests may follow, while keeping six feet from each other and avoiding contact with anything.

Post-Meeting

Following the meeting, the scheduler shall:

- Decontaminate all high-touch surfaces, including tables, chairs, technology, light switches, etc.; and
- Turn off the lights, close the door, wipe the door handle, and throw the paper towels in the trash receptacle in the hallway.

If the scheduler notices supply inventory is low, the scheduler shall notify Ted Massicotte (tmassicotte@goldenvalleymn.gov).

Public Safety: Public Spaces

Police Department Waiting Area

All posters, handouts, and other frequently touched items shall be removed from the Police Department Waiting area and customer service counter. Additionally, all chairs shall be removed from the waiting area. Only one customer/visitor shall be permitted at the counter at one time. All other customers/visitors shall wait on the social distancing floor markers in the hallway.

Public Restrooms

The public-facing restrooms shall be open to both employees and to visitors.

Each room shall also have hygiene and respiratory etiquette posters placed on the doorway(s), and near the garbage/recycling receptacles. The Police Department CORR Plan Coordinator shall monitor each of the restroom for the necessary supplies and posters.

Occupancy

Only one individual (not from the same household) is permitted to occupy the restroom at one time. Each restroom shall be affixed with a lock. Employees and Visitors shall lock the door upon entry. Employees waiting to use the restroom shall wait six feet apart outside the City Council's work desk, or at their own desk. Visitors shall wait outside the restroom six feet apart on the floor markers.

Handwashing

Employees are required to wash their hands after using the facility and shall sanitize the door handles and any other touched surfaces with a paper towel and bleach spray.

Visitors are encouraged to follow handwashing practices and are encouraged to wipe down high touched surfaces with a paper towel and bleach spray.

Cleaning and Decontamination

The restroom shall be equipped with the following supplies:

- Spray bottles (3% bleach to water solution or other CDC recommended solution)
- Paper towels
- Hand soap
- Gloves
- Tissues

Staff will wipe down the handles and faucets and counter surfaces in the restrooms once per hour using the spray bottle and paper towels provided. Staff shall wear gloves and face mask. A daily log of the wipe down shall be maintained for both restrooms.

Water Fountains

Community drinking stations and water-fountains should not be available/used. Touchless water-filling stations may still be provided.

Public Safety Training Room

The Public Safety Training Room shall only be scheduled for use by employees for City business. Employees shall only use the training room when a virtual meeting is not possible or practical, and must follow the established room procedures. Each room has an established maximum capacity and room layout.

Supplies

Each room shall be equipped with the following supplies:

- Spray bottles (3% bleach to water solution)
- Paper towels
- Gloves
- Hand Sanitizer

The room shall also have hygiene and respiratory etiquette posters placed on the doorway(s), and near the garbage/recycling receptacles. A Department CORR Plan Coordinator shall be designated to monitor each of the conference rooms for the necessary supplies and posters.

Room Usage

The maximum capacity of the Public Safety Training Room is 21 individuals.

Scheduling Meetings

Meetings shall be scheduled through the City’s Outlook platform.

- If any meeting includes non-employees, the scheduler is responsible for ensuring that visitors follow the [City’s Visitor Health Policy](#) and other relevant City policies. The scheduler may also encourage visitors to wear facial coverings (masks) while on-site.
- To allow for proper decontamination, appointments must be scheduled with a minimum of 15 minutes time between each meeting.
- Communicate expectations with all employees and visitors (“guests”) prior to the meeting.

Meeting Preparation

The meeting scheduler who is running the meeting shall:

- a. Arrive 5 minutes early to the scheduled meeting.
- b. Use bleach solution and paper towels located on the table directly outside the conference room to wipe down the door handle and prop open the door until all guests have arrived.
- c. Ensure the room is set-up to the layout listed in [Appendix 25](#).
- d. Set up appropriate technology (as needed) by decontaminating keyboards, mouse, and faceplate using a disinfectant wipe.
- e. Ensure all guests maintain a minimum of six feet from one another.

Entering Conference Room

Guests entering the room shall follow the path established in the appropriate layout.

Exiting Conference Room

If any guest needs to leave the meeting at any time, the individual should carefully exit the room and avoid contact with others.

At the conclusion of the meeting, the first guest to leave should to the extent possible, be closest to the door and use a paper towel to open the door and prop it open. All guests may follow, while keeping six feet from each other and avoiding contact with anything.

Post-Meeting

Following the meeting, the scheduler shall:

- Decontaminate all high-touch surfaces, including tables, chairs, technology, light switches, etc.; and
- Turn off the lights, close the door, wipe the door handle, and throw the paper towels in the trash receptacle in the hallway.

If the scheduler notices supply inventory is low, the scheduler shall notify Ted Massicotte (tmassicotte@goldenvalleymn.gov).

Public Works: Common Spaces

All common spaces shall be cleaned daily according to the City Hall cleaning contract. Spaces shall also be cleaned more frequently as required under the procedures below.

Each room shall also have hygiene and respiratory etiquette posters placed on the doorway(s), near the garbage/recycling receptacles, and in the hallway. The Public Work's Office CORR Plan Coordinator shall monitor each of the common rooms for the necessary supplies and posters.

Lunchroom Policies

Employees shall have access to the lunchroom during Phases I-III.

Each lunchroom shall be equipped with the following supplies:

- Spray bottles (3% bleach to water solution or other CDC recommended solution)
- Paper towels
- Gloves
- Hand Sanitizer

Utilities, Park, and Street Maintenance Division Lunchroom

No more than 2 employees shall be allowed in the lunchroom at the same time. Each group of two shall operate in staggered shift in 5 minute intervals. The 1st employee may use appliances, including the refrigerator and microwave and must decontaminate any used appliance. Once decontamination is complete, the 1st employee shall sit furthest from the applicants.

The 2nd employee may then use the appliances, and must decontaminate any used appliance. The 1st employee shall keep their social distance. The 2nd employee may leave after the 1st employee has left the lunch room.

Once the lunchroom is vacant, a new group of two employees may then use the lunchroom.

Vehicle Maintenance Division Lunchroom

Only one employee will be allowed in the lunchroom at one time. Any appliance or equipment used shall be decontaminated before, during, and after use.

Restroom/Locker Room Policy

Only one individual is permitted to occupy the restroom at one time. Each restroom shall be affixed with a lock. Employees shall lock the door upon entry. Employees are required to wash their hands after using the facility and shall sanitize the door handles and any other touched surfaces with a paper towel and bleach spray.

Employees waiting to use the restroom shall wait six feet apart outside the City Council's work desk, or at their own desk.

IV. Department Worksite Safety Plans

This section contains the specific policies and procedures for employees and visitors within the following departments:

- Administrative Services (Finance, General Services, Information Technology, and Motor Vehicle Licensing)
- City Manager's Office (City Clerk, Communications, Human Resources, and Legal)
- Parks and Recreation (Brookview and Recreation & Programming)
- Parks and Recreation (Golf & Lawn Bowling and Three One Six Bar + Grill)
- Physical Development (Engineering, Inspections, and Planning)
- Public Safety – Fire
- Public Safety – Police
- Public Works (Parks, Streets, Utilities, and Vehicle Maintenance)

Administrative Services Worksite Safety Plan

This section contains Administrative Services Department specific policies that employees must follow while at work. The purpose of this section is to provide detailed instructions to employees so that they can perform the essential functions of their jobs safely. These procedures are in addition to all other requirements in this CORR Plan. These procedures may be updated as needed and employees are encouraged to share ideas for improving these procedures with their supervisor.

1. Function-Specific Worksite Safety Procedures:
 - Personal Protective Equipment (PPE);
 - Social distancing guidelines.
 - To ensure the safety of employees and visitors, the department has implemented several administrative and engineering social distancing controls.
2. Facility Cleaning, Disinfecting, and Decontamination Procedures

List of Department Functions

The Administrative Services Department consists of: General Services, Finance, Information Technology, and Motor Vehicle Licensing. This plan addresses the following broad functions:

- Employee Desk Work and Customer Service Counter
- Mail Operations
- Motor Vehicle Licensing Operations

Phased Approach

The City will use the following criteria to determine who and when to bring in to the office.

- Phase I: Employees shall only report onsite for work that cannot be completed remotely.
- Phase II: Employees are able to work remotely, but service levels are significantly decreased, or certain department functions are not being done.
- Phase III: Employees are able to work remotely, but the City is ready to resume business operations on-site.

Administrative Services: Employee Desk Work and Customer Service Counter Worksite Safety Procedures

Employees shall follow the Personal Protective Equipment, Social Distancing at Work, and Use of Facilities and Shared Spaces procedures while performing work in Phases I, II, and III.

Phase I

All employees shall telework to the extent possible. Employees shall report onsite only as necessary to complete work that cannot be done remotely (deposits, central mail, check registers, posting payments, and IT work). To the greatest extent possible, transactions and interactions shall be completed electronically, by telephone, or mail. Employees reporting onsite shall be staggered in their worktimes, and to the extent possible, only one individual shall be onsite at one time.

Phase II

As determined by the City Manager and Finance Director, employees may work in shifts onsite to complete work onsite. The customer service counter may be open to the public for appointments only. To the greatest extent possible, transactions and interactions shall be completed electronically, by telephone, or mail.

Phase III

Employees have returned to the office and are regularly conducting work at their desks. The Customer Service desk is open for both appointments and walk-ins.

Personal Protective Equipment

Under the limited circumstances in which employees come on-site employees shall not be required to use PPE beyond what is required under the Facial Coverings Policy. If exchange of physical paperwork, the employee may wear disposable gloves to collect and distribute such materials. Disposable gloves should be requested from the Department CORR Plan Coordinator.

Social Distancing at Work

The individuals reporting onsite shall familiarize themselves with all of the policies within this plan and follow the procedures listed below:

1. If not scheduled to be onsite, the employee must notify their supervisor of their intent to visit City Hall.
2. Prior to going in to the office, employees must complete a health-screening under the [Screening and Symptoms Policy](#).
3. Employees shall park their vehicles in the back parking lot and use the back City Manager’s Office door to enter and exit the building.
4. Employees should complete requirements under the [Facility Use and Employee Workstation Decontamination Policy](#).
5. Follow the [Hygiene and Respiratory Etiquette Policy](#) (including use of facial coverings and handwashing procedures) at all time.
6. To the extent possible, employees shall work at their individual workstations and maintain social distance from other individuals on-site.
 - Accounts payable checks will be reviewed and stuffed in an envelope by one employee and brought to the outgoing mail when finished.

- IT employees who must work onsite shall follow *Information Technology Support Procedures* below.
7. Employees providing customer service shall follow the *Customer Service Counter Procedures* below.
 8. Employees must follow [Common Spaces Worksite Safety Policies](#).
 9. Employees must follow the [Vehicle and Equipment Use Policy](#).
 10. Employee should exit the building following decontamination procedures and ensure all light switches and door handles have been properly sanitized upon exit.

Information Technology Support

IT functions shall be completed through the IT online ticketing system.

- If IT support is required in-person, the IT staff shall instruct employees from a distance of at least six feet.
- If the employee is required to exchange equipment or materials, the IT department shall instruct employees of the location to leave their equipment and ensure it is sanitized before and after handling the items.

Customer Service Counter

- Employees conducting business with General Services will be required to conduct all transactions at the front counter.
 - Any paperwork will be passed through the opening in the Plexiglas.
- Employees performing General Services customer service work must stay behind the Plexiglas barrier at all times.
- No more than one employee interaction shall occur at a time per one employee. Customers should wait in line, standing on floor markers spread 6 feet apart.
- If more than one employee is working, the social distancing flowchart ([Appendix 26](#)) will be followed to approach the front counter.
- If an employee touches the customers’ papers or other items, or shares pens, the employee shall wear gloves and decontaminate all items after use.
- Employees shall decontaminate the counter top and use hand sanitizer after each customer.

Appointments

To the greatest extent possible, transactions and interactions shall be completed electronically, by telephone, or mail. Employees may provide on-site service through appointments and shall follow these procedures:

1. Appointments shall be scheduled using scheduling software determined by the City.
2. Only one customer interaction will take place at the counter at one time.
3. Customers will check-in via cell phone and wait in their vehicle or outside of City Hall.
4. At the time of the appointment, the appropriate staff member will inform the customer they are ready for the appointment.
5. The staff member will meet the customer at the door to let them into City Hall and complete the transaction at the front counter.
6. The employee shall work with the customers at the customer service counter, and stay behind the Plexiglas barrier at all times.
7. If the employee touches the customers’ papers or other items, or shares pens, the employee shall wear gloves and decontaminate all items after use.
8. The employee shall decontaminate the counter top and use hand sanitizer after each customer.

Walk-Ins

During office hours, the General Services department is responsible for ensuring that one employee is available to respond to the customer service desk. If a customer enters City Hall and is routed to the General Services the employee responsible will meet the customer at the counter. Additionally:

1. The employee will stay behind the Plexiglas barrier at all times.
2. The employee will wear gloves if they are required to exchange materials.
3. If the employee is unable to help the customer for any reason, they should make every attempt to locate another staff person who can help them.
 - If the appropriate employee is not available, the employee should take down the customer’s name and phone number and email the information to the appropriate staff person.
 - If the appropriate employee is available, all surfaces shall be decontaminated and the service desk employee shall return to their desk.
4. After each meeting all high-touch surfaces and objects shall be decontaminated and the employee shall use hand sanitizer.

Use of Facilities and Shared Spaces

- If an employee must use shared devices like printers, copiers, scanners, etc., the employee must decontaminate appropriately after use.
- Employees should attempt to restrict their movements outside of their work area.
 - If an employee must travel to another part of the building, the employee should bring a decontamination kit and wipe down any touched surfaces.
- Employees performing Administrative Services tasks may use the lower level kitchen/breakroom to store their food and beverages and use the shared appliances.
 - Employees should decontaminate appliances and any touched surfaces after use.
 - Employees are also encouraged to eat any meals/snacks at their own desk.
- Employees shall use the restroom facilities located upper level of City Hall and shall occupy the facilities only one person at a one time.
 - If an employee travels to the restroom and finds it is locked, the employee may wait standing near the floor markings.

Administrative Services: Mail Operations

The Administrative Services Department is responsible for both incoming and outgoing mail. The employees who process mail operations shall follow the procedures below:

1. Prior to going in to the office, employees must complete a health-screening under the [Screening and Symptoms Policy](#).
2. Employees shall park their vehicles in the back parking lot and use the back City Manager's Office door to enter and exit the building.
3. Employees should complete requirements under the [Facility Use and Employee Workstation Decontamination Policy](#).
4. Follow the [Hygiene and Respiratory Etiquette Policy](#) (including use of facial coverings and handwashing procedures) at all time.

Only Finance and General Services department employees, the City Clerk, and the Deputy Registrar Supervisor shall enter the General Services office. All employees in the City shall drop off their outgoing mail into the appropriate bin and pick up their department mail through the opening in Plexiglas barrier.

Incoming Mail

Employees shall wear gloves to sort incoming mail. Mail shall be sorted into department slots and shall wear gloves to deliver mail through the Plexiglas barrier to employees.

Outgoing Mail

Employees shall prepare outgoing mail at the end of the day. Employee processing the mail shall:

1. Put on clean pair of gloves.
2. Clean off mailing machine and scale with bleach spray on a paper towel.
3. Run mail that needs postage through the mailing machine.
4. Bind mail for delivery to post office.
5. Clean off mailing machine and scale with bleach spray on a paper towel.
6. Put on a set of new gloves and take mail to post office, following proper decontamination procedures as they exit.

Administrative Services: Motor Vehicle License Operations

Employees shall follow the Personal Protective Equipment, Social Distancing at Work, and Use of Facilities and Shared Spaces procedures while performing work in Phases I, II, and III.

Phase I

The Motor Vehicle Licensing Office is closed to the public. Dealer work and tab renewals shall be completed by employees through drop-off and use of the drop-box. Only two employees shall work onsite at one time: the Deputy Registrar Supervisor, and one Motor Vehicle License Clerk, who shall be scheduled on a rotating basis.

Phase II

The Motor Vehicle Licensing Office is open to the public through appointment only.

Phase III

The Motor Vehicle Licensing Office is open to the public through appointments and walk-ins.

Personal Protective Equipment

Employees shall not be required to use PPE beyond what is required under the [Facial Coverings Policy](#). If exchange of physical paperwork, the employee may wear disposable gloves to collect and distribute such materials. Disposable gloves should be requested from the Department CORR Plan Coordinator.

Social Distancing at Work

The individuals reporting onsite shall familiarize themselves with all of the policies within this plan and follow the procedures listed below:

1. Prior to going in to the office, employees must complete a health-screening under the [Screening and Symptoms Policy](#).
2. Employees shall park their vehicles in the back parking lot and use the back Motor Vehicle Licensing Office door to enter and exit the building.
3. Employees should complete requirements under the [Facility Use and Employee Workstation Decontamination Policy](#).
4. Follow the [Hygiene and Respiratory Etiquette Policy](#) (including use of facial coverings and handwashing procedures) at all time.
5. To the extent possible, employees shall work at their individual workstations and maintain social distance from other individuals on-site.
6. Employees should follow the specific procedures for *Drop Box Work* and *Dealer Work* below.
7. Employees shall follow *Counter Service Work Procedures* (during Phases II-III).
8. Employees must follow [Common Spaces Worksite Safety Policies](#).
9. Employee should exit the building following decontamination procedures and ensure all light switches and door handles have been properly sanitized upon exit.

Drop Box Work

1. Upon arrival, the employee assigned to tab renewals shall complete decontamination procedures and use gloves retrieve tab renewal requests from the drop box.
2. The employee shall bring all tab renewal requests to their desk for completion.

3. The employee shall use paper towel and bleach spray to lightly decontaminate all of the envelopes.
4. Employees shall process payments at the counter using only the assigned point of sale terminal and assigned office supplies.
 - Employees may remove gloves to perform tab renewal work at their desk.
5. Employees shall select license plates and stickers from cabinets while maintaining social distancing measures from all other employees.
6. The employee shall then place tab renewal in an envelope.
7. Once all tab renewals are complete, the employee shall use the stairway to the second floor general services office to stamp all of the envelopes.
 - Employees unable to use the staircase due to a disability or medical condition may request a reasonable accommodation from the City.
 - The employee shall carefully follow decontamination procedures by wiping each doorknob and piece of equipment.
8. At the conclusion of the employees shift, the employee shall follow exit decontamination procedures and use their vehicle to drop off the stamped envelopes at the City of Golden Valley United States Postal Office.

Dealer Work

1. The employee processing dealership work shall process all dealership work at their desk.
2. The employee shall use paper towel and bleach spray to lightly decontaminate all of the envelopes.
3. Employees shall process payments at the counter using only the assigned point of sale terminal and assigned office supplies.
 - Employees may remove gloves to perform dealership work at their desk.
4. Employees shall select license plates and stickers from cabinets while maintaining social distancing measures from all other employees.
5. The employee shall then place dealer work in an envelope and contact the dealer to schedule a pick-up time.
6. Upon dealer arrival, the employee shall put on a mask and gloves and meet the dealer at the back door.

Counter Service Work (Phases II-III)

Appointments (Phases II-III)

1. Appointments shall be scheduled using scheduling software determined by the City.
2. Appointments shall be offered as determined by the Finance Director and Deputy Registrar Supervisor.
3. The door to the City Manager’s Office from the Hallway shall be propped open during business hours to avoid being regularly touched.
4. The City Clerk shall send check-in instructions to the customers prior to their appointment time.
5. The City Clerk shall work with the public at the customer service counter, and stay behind the Plexiglas barrier at all times.
6. If the City Clerk is touching papers, pens, or other items, they shall wear gloves and decontaminate all items after use.
7. The City Clerk shall decontaminate the counter top after each customer.

Walk-Ins (Phase III only)

During office hours, the Assistant to the City Manager’s Office is responsible for ensuring that one employee is available to respond to the customer service desk. If a customer enters City Hall and is routed to the City Manager’s Office the employee responsible will meet the customer at the counter. Additionally:

1. The employee will stay behind the Plexiglas barrier at all times.
2. The employee will wear gloves if they are required to exchange materials.
3. If the employee is unable to help the customer for any reason, they should make every attempt to locate another staff person who can help them.
 - If the appropriate employee is not available, the employee should take down the customer’s name and phone number and email the information to the appropriate staff person.
 - If the appropriate employee is available, all surfaces shall be decontaminated and the service desk employee shall return to their desk.
4. After each meeting all high-touch surfaces and objects shall be decontaminated and the employee shall use hand sanitizer.

Use of Facilities and Shared Spaces

- If an employee must use shared devices like printers, copiers, scanners, etc., the employee must decontaminate appropriately after use.
- Employees should attempt to restrict their movements outside of their work area.
 - If an employee must travel to another part of the building, the employee should bring a decontamination kit and wipe down any touched surfaces.
- Employees performing Motor Vehicle Licensing tasks may use the lower level kitchen/breakroom to store their food and beverages and use the shared appliances.
 - Employees should decontaminate appliances and any touched surfaces after use.
 - Employees are also encouraged to eat any meals/snacks at their own desk.
- Employees shall use the restroom facilities located lower level of City Hall and shall occupy the facilities only one person at a one time.
 - If an employee travels to the restroom and finds it is locked, the employee may wait standing near the floor markings.

Administrative Services: Vehicle and Equipment Use Policy

All employees who use City vehicles and equipment must follow these guidelines:

1. Only one employee is permitted to occupy a City vehicle at one time, and shall only operate the vehicle or equipment that the employee is assigned, with the following exceptions:
 - a. Public Safety Personnel are conducting work that requires more than one individual in the vehicle. All employees shall adhere to the [Facial Covering \(Masks\) Policy](#).
 - b. Vehicle Maintenance Repair Transport. In this situation, one person shall occupy the driver’s seat and one shall occupy the back seat and both employees shall adhere to the [Facial Covering \(Masks\) Policy](#).
 - c. Public Works Maintenance Work where current vehicle or equipment inventory does not support isolated use. In this situation, to the extent possible, one person shall occupy the driver’s seat and one shall occupy the back seat and both employees shall adhere to the [Facial Covering \(Masks\) Policy](#).

2. If an employee is required to operate machinery or equipment, the employee should make every effort to stay in the equipment or vehicle as much as possible.
3. Employees shall follow the [Department's Vehicle and Equipment Decontamination Policy](#) for use of all vehicles and equipment.

Administrative Services: Facility Cleaning and Disinfecting

The purpose of this policy is to provide employees with procedures to consistently and effectively maintain the cleanliness of City property and facilities, thereby minimizing the spread of germs.

Supplies

The City will provide the necessary equipment and supplies needed to carry out necessary cleaning and disinfecting of facilities, equipment, and vehicles. The CORR Plan Coordinator is responsible for making sure all required supplies are stocked and available. To order supplies, contact Public Safety Staff. All employees should immediately notify the on-duty employee at the Public Safety front desk (763-593-8079) and their Department’s CORR Plan Coordinator (763-593-8056) when inventory is low in any City facility. The following supplies will be located at or near each building entrance and each restroom that is in use:

- Spray bottles (3% bleach to water solution or other CDC recommended solution)
- Paper towels
- Hand Sanitizer
- Gloves
- Tissues

All employees are required to follow the City’s Facility Use and Employee Workstation Decontamination Policy, and the department-specific cleaning and disinfecting procedures. Employees are encouraged to discuss any concerns and questions with their supervisor or Department Head.

Facility Use and Employee Workstation Decontamination Policy

The City shall follow the preventative measures and recommendations of the Center for Disease Controls (D) and OSHA. Employees may refer to the short [video guides](#) for the decontamination procedures below. All employees entering City facilities, operating City equipment, or handling City property shall follow the procedures listed below.

(DI) Employees shall obtain the necessary supplies upon entering the building through the City Manager’s Office back door. Supplies shall be located inside the door.

(DII) Employees shall use the supplies to decontaminate/wipe down the following:

- any door handles encountered on the way to their work areas,
- the employee’s personal workspace, and
- common places including, door knobs, handles, light switches, surfaces, plumbing fixtures, counter tops, desks, computers, Plexiglas barriers, etc. that the employee touches.

(DIII) Employees may not handle equipment, office supplies, or other such materials belonging to another employee.

- Any shared electronics, including computer monitors, tablets, and the copier control screens must be cleaned with antibacterial or disinfecting wipes after each use. Employees should not use bleach spray or other harsh chemicals on these items.
- Keyboards, mice, and other plastic items should be cleaned by a disinfectant wipe or by spraying bleach solution into a rag and wiping it down. Employees should ensure liquid solution does not drip into the electronics and allow ample time for drying before use.

(DIV) Employees shall also wash their hands upon entry and exit from the backdoor of the building and after using the restroom.

(DV) Employees should wash their hands regularly while performing their tasks in the City facilities.

6. Employees shall follow the same procedures in reverse when exiting the building.

Vehicles and Equipment Decontamination Policy

Employees may regularly use vehicles and equipment during the course of their normal duties. Employees must decontaminate/wipe down assigned vehicles and equipment before and after each use. This includes, but is not limited to door handles, steering wheels, levers, controls, buttons, and the dashboards.

Administrative Services: Questions and Additional Resources

Employees with additional questions should contact their Department CORR Plan Coordinator and review the following resources:

- MDH Guidance Library - <https://www.health.state.mn.us/diseases/coronavirus/guidance.html>
- DLI – MNOSHA Resources - <https://www.dli.mn.gov/updates>
- DEED General Industry Guidance - <https://staysafe.mn.gov/industry-guidance/all-businesses.jsp>
- CDC Self Checker - <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>
- CDC Cloth Face Covers - <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html>
- CDC Recommendations for Cloth Face Covers - <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/cloth-face-cover.html>
- CDC Laundering Clothing <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/disinfecting-your-home.html>
- CDC Disinfecting - <https://www.cdc.gov/coronavirus/2019-ncov/community/clean-disinfect/index.html>
- EPA Disinfectants - <https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2-covid-19>

City Manager’s Office Worksite Safety Plan

This section contains department specific policies that employees must follow while at work. The purpose of this section is to provide detailed instructions to employees so that they can perform the essential functions of their jobs safely. These procedures are in addition to all other requirements in this CORR Plan. These procedures may be updated as needed and employees are encouraged to share ideas for improving these procedures with their supervisor. This plan includes the following:

1. Function-Specific Worksite Safety Procedures:
 - Personal Protective Equipment (PPE);
 - Social distancing guidelines.
 - To ensure the safety of employees and visitors, the Parks and Recreation Department has implemented several administrative and engineering social distancing controls.
2. Facility Cleaning, Disinfecting, and Decontamination Procedures

List of Department Functions

The departments within the City Manager’s Office provide a number of services to the public and provide ongoing direct support to all departments across the City. Additionally, the City Manager’s department has the responsibility to ensure City Council meetings and other activities of the City Council and Boards and Commissions run smoothly.

The City Manager’s Worksite Safety Plan addresses the following broad functions:

- City Council Meetings
- Board and Commission Meetings
- Elections
- Employee Desk Work and Customer Service Counter

The specific worksite safety procedures for each of these functions is listed below.

Phased Approach

The City will use the following criteria to determine who and when to bring in to the office.

- Phase I: Employees shall only report onsite for work that cannot be completed remotely.
- Phase II: Employees are able to work remotely, but service levels are significantly decreased, or certain department functions are not being done.
- Phase III: Employees are able to work remotely, but the City is ready to resume business operations on-site.

In situations where limited employees are allowed onsite, the City will prioritize:

- Elections
- City Council Meetings
 - Including Public Hearings and Open Forums

City Council Meetings Worksite Safety Procedures

Employees shall follow the Personal Protective Equipment, Social Distancing at Work, and Use of Facilities and Shared Spaces procedures while performing work in Phases I, II, and III.

Phase I

City staff shall operate on-site only to the extent that critical work cannot be completed remotely. The City shall host Council meetings, including public hearings and open forums, virtually. Two individuals are required to report on-site to broadcast virtual City Council and Planning Commission meetings.

Phase II

City staff shall operate on-site only to the extent that critical work cannot be completed remotely and to meet the needs of the public. The City shall move to Phase II as deemed necessary by the City Manager and City Attorney, and as allowed under Executive Orders.

During Phase II, the City may conduct Council meetings either remotely, or using a hybrid model, where some members attend remotely and some members attend in person while maintaining social distancing and following other City facial covering and hygiene policies. Additionally, employees may continue to come on-site to staff the call center line for public hearings and open forums. During Phase II, the in-person portion of all hybrid meetings shall be held in the Council Chambers at City Hall [or in the Council Chambers at City Hall or in the Bassett Creek Room at Brookview] and the City shall continue to offer virtual call-in options for residents.

Phase III

City staff shall move to in-person City Council meetings. During this phase, the City may continue to offer virtual call-in options for residents.

During Phase III, the City Council may conduct onsite meetings while maintaining social distancing and following other City facial covering and hygiene policies. Additionally, employees may continue to come on-site to staff the call center line for public hearings and open forums. The City shall move to Phase III as deemed necessary by the City Manager and City Attorney, and as allowed under Executive Orders. During Phase III, in-person meetings shall be held in the Council Chambers at City Hall [or in the Bassett Creek Room at Brookview] and the City may continue to offer virtual call-in options for residents.

Personal Protective Equipment

Under this policy, employees meeting on site shall not be required to wear additional PPE in addition to the [Facial Covering \(Masks\) Policy](#). If at any point the employee is required to exchange physical paperwork or requires assistance with technology, the employee may wear disposable gloves to collect and distribute such materials. Disposable gloves should be requested from the Department CORR Plan Coordinator.

Social Distancing at Work

The individuals reporting onsite shall familiarize themselves with all of the policies within this plan and follow the procedures listed below:

1. Prior to working on-site, complete the health screening procedures under the [Screening and Symptoms Policy](#).
2. Members of the Council and employees shall use the back City Manager’s Office door at City Hall to enter and exit the building.

3. Members of the Council and employees shall complete the requirements under [Facility Use and Employee Workstation Decontamination Policy](#).
4. Follow the [Hygiene and Respiratory Etiquette Policy](#) (including use of facial coverings and hand washing procedures) at all time.
5. Follow the [Vehicle and Equipment Use Policy](#).
6. Employees managing the public call center shall work at their individual workstations and maintain social distance from other individuals on site.
7. Employees managing the broadcast portion of the meetings shall work at the podium in the Council Chambers and maintain social distance from other individuals on site.
8. Employees and elected/appointed officials participating in the meetings shall follow the guidelines below under *Hybrid/Live Meetings*, below.
9. Employees managing the public hearing portion of the meetings shall follow the guidelines below under *Public Hearings*, below.
10. Members of the public shall follow the [Visitors On-Site Health Policy](#) and shall enter City Hall or Brookview using the front door and proceed directly to the meeting room.
11. Individuals shall exit the facility at the conclusion of the Council or Planning Commission meeting and ensure all light switches and door handles have been properly sanitized upon exit.
 - Any additional work should be completed remotely.

Hybrid/Live Meetings (Phase II-III)

Staff and elected/appointed officials who are on-site for live/online hybrid meetings will adhere to the following procedures:

1. Complete the health screening procedures under the [Screening and Symptoms Policy](#).
2. Follow the [Hygiene and Respiratory Etiquette Policy](#) (including use of facial coverings and hand washing procedures) at all time.
3. Sit at their assigned seats at the Dias according to the room plan for their meeting (see [Appendix 27](#)).
4. For public hearings, elected/appointed officials shall follow the guidelines below under “*Public Hearings*.”
5. Follow the procedures under the [Common Spaces: Council Chambers Policy](#).

Public Hearings (Phase II-III)

For live/hybrid meetings, the City will publicize the link and phone number for individuals who wish to speak in person to make an appointment. On the night of the meeting, City staff will contact individuals who made appointments to let them know the evening’s procedure. If the Council Chambers has enough capacity, City staff will admit speakers to City Hall and instruct them to follow the route to the Council Chambers and the signage directing them on procedures for participation in the meeting.

- If the Council Chambers is over capacity, City staff will contact each speaker when it’s their turn to enter City Hall and then admit them to the building and instruct them to follow the route to the Council Chambers and the signage directing them on procedures for participation in the meeting.
- If the Council Chambers is over capacity, City staff will contact each speaker when it’s their turn to enter City Hall and then admit them to the building and instruct them to follow the route to the Council Chambers and the signage directing them on procedures for participation in the meeting.
- Officials running the meeting will explain the public hearing procedure to the audience and call them up in the order of the appointment schedule provided by staff.

- As more speakers arrive at the meeting, staff will admit them as capacity allows.
- If room capacity is exceeded, when speakers are finished they will be asked to watch the remainder of the meeting in the overflow Council Conference Room or on a personal device so others will have a chance to participate. Officials running the meeting will reinforce this throughout the meeting.
- As speakers exit the chambers or overflow room, staff will sanitize the chairs before the next speaker enters.
- The City will encourage the use of its call-in line for participation in public hearings.

Use of Facilities and Shared Spaces

- If an employee must use shared devices like printers, copiers, scanners, etc., the employee must decontaminate appropriately after use.
- Employees should attempt to restrict their movements outside of their offices.
 - If an employee must travel to another part of the building, the employee should bring a decontamination kit and wipe down any touched surfaces.
- Employees of the City Manager’s office may use the City Manager’s office kitchen/breakroom to store their food and beverages and use the shared appliances.
 - Employees should decontaminate appliances and any touched surfaces after use.
 - Employees are also encouraged to eat any meals/snacks at their own desk.
- Employees and officials shall use the restroom facilities located within the Manager’s office and shall occupy the facilities only one person at a one time.
 - If an employee travels to the restroom and finds it is locked, the employee may wait standing near the City Council desks.

Boards and Commissions Meetings Worksite Safety Procedures

Employees shall follow the Personal Protective Equipment, Social Distancing at Work, and Use of Facilities and Shared Spaces procedures while performing work in Phases I, II, and III.

The Boards and Commissions of the City consist of the following bodies:

- Planning Commission
- Board of Zoning Appeals
- Open Space and Recreation Commission
- Human Rights Commission
- Civil Service Commission
- Environmental Commission
- Human Services Commission

Phase I

During Phase I, Boards and Commissions shall conduct all meetings remotely via Webex. The meeting call-in number will be made public and members of the public may call in to observe the meeting. Work is only permitted on-site for designated employees to staff the call center line for public hearings and open forums of the Planning Commission or Board of Zoning Appeals meetings. Employees supporting the Planning Commission may conduct work onsite to ensure the meetings run smoothly. Two individuals are required to report on-site to broadcast virtual Planning Commission meetings.

Phase II

The City shall move to Phase II as deemed necessary by the City Manager and City Attorney, and as allowed under Executive Orders. During Phase II, the City may conduct board and commission meetings either remotely, or using a hybrid model, where some members attend remotely and some members attend in person while maintaining social distancing and following other City facial covering and hygiene policies. Additionally, employees may continue to come on-site to staff the call center line for public hearings and open forums. During Phase II, the in-person portion of all hybrid meetings shall be held in the Council Chambers at City Hall [or in the Council Chambers at City Hall [or in the Bassett Creek Room at Brookview] and the City shall continue to offer virtual call-in options for residents.

Phase III

The City shall move to Phase III as deemed necessary by the City Manager and City Attorney, and as allowed under Executive Orders.

During Phase III, the City Boards and Commissions may conduct onsite meetings while maintaining social distancing and following other City facial covering and hygiene policies. Additionally, employees may continue to come on-site to staff the call center line for public hearings and open forums. The City shall move to Phase III as deemed necessary by the City Manager and City Attorney, and as allowed under Executive Orders. During Phase III, in-person meetings shall be held in the Council Chambers at City Hall [or in the Bassett Creek Room at Brookview] and the City may continue to offer virtual call-in options for residents.

Personal Protective Equipment

Under this policy, employees meeting on site shall not be required to wear PPE in addition to the [Facial Covering \(Masks\) Policy](#).

Social Distancing at Work

The individuals reporting onsite shall familiarize themselves with all of the policies within this plan and follow the procedures listed below:

1. Prior to working on-site, complete the health screening procedures under the [Screening and Symptoms Policy](#).
2. Park their vehicle in the back parking lot and use the back City Manager’s or Physical Development office door to enter and exit the building.
3. Complete requirements under the [Facility Use and Employee Workstation Decontamination Policy](#).
4. Follow the [Hygiene and Respiratory Etiquette Policy](#) (including use of facial coverings and hand washing procedures) at all time.
5. Employees managing the public call center shall work at their individual workstations and maintain social distance from other individuals on site.
6. Employees managing the broadcast portion of the meetings shall work at the podium in the Council Chambers and maintain social distance from other individuals on site.
7. Follow the [Vehicle and Equipment Use Policy](#).
8. Employees and elected/appointed officials participating in the meetings shall follow the guidelines below under *Hybrid /Live Meetings*, below.
9. Employees managing the public hearing portion of the meetings shall follow the guidelines below under *Public Hearings*, below.
10. Members of the public shall follow the [Visitors On-Site Health Policy](#) and shall enter City Hall or Brookview using the front door and proceed directly to the meeting room.
11. Individuals shall exit the facility at the conclusion of the Council or Planning Commission meeting and ensure all light switches and door handles have been properly sanitized upon exit.
 - Any additional work should be completed remotely.

Hybrid/Live Meetings

Staff and elected/appointed officials who are on-site for live/online hybrid meetings will adhere to the following procedures:

1. Complete the health screening procedures under the [Screening and Symptoms Policy](#).
2. Follow the procedures under the [Common Spaces: Council Chambers Policy](#) or [Common Spaces: Brookview Basset Creek](#).
3. Follow the [Hygiene and Respiratory Etiquette Policy](#) (including use of facial coverings and hand washing procedures) at all time.
4. Sit at their assigned seats at the Dias or on the Council Chambers floor according to the room plan for their meeting (see [Appendix 28](#)).
5. Employees and Board and Commission members shall maintain social distance from other individuals on-site.
6. For public hearings, elected/appointed officials shall follow the guidelines below under “*Public Hearings*.”

Public Hearings

For live/hybrid meetings, the City will publicize the link and phone number for individuals who wish to speak in person to make an appointment. On the night of the meeting, City staff will contact individuals who made appointments to let them know the evening’s procedure.

- If the meeting room has enough capacity, City staff will admit speakers to the building and instruct them to follow the route to the meeting room and the signage directing them on procedures for participation in the meeting.
- If the meeting room is over capacity, City staff will contact each speaker when it's their turn to enter the building, and then admit them to the building, and instruct them to follow the route to the meeting room and the signage directing them on procedures for participation in the meeting.
- Officials running the meeting will explain the public hearing procedure to the audience and call them up in the order of the appointment schedule provided by staff.
- As more speakers arrive at the meeting, staff will admit them as capacity allows.
- If room capacity is exceeded, when speakers are finished they will be asked to watch the remainder of the meeting in an overflow room or on a personal device so others will have a chance to participate. Officials running the meeting will reinforce this throughout the meeting.
- As speakers exit the meeting or overflow room, staff will sanitize the chairs before the next speaker enters.
- The City will encourage the use of its call-in line for participation in public hearings.

Use of Facilities and Shared Spaces

- If an employee, Board and Commission member, or member of the public must use shared devices like printers, copiers, scanners, etc. that person should decontaminate appropriately before and after use.
- Employees, Board and Commission members, and members of the public do their best to restrict their movements outside of their designated meeting room.
 - If an individual must travel to another part of the building, the employee should bring a decontamination kit and wipe down any touched surfaces.
- For meetings held at City Hall, attendees shall use the public facing restroom facilities located within the City Hall upper level. For meetings held at Brookview, attendees shall use the public facing restroom facilities located in the upper level. Restroom facility use shall be limited to one person at a time.
 - If an individual travels to the restroom and finds it is locked because it is in use, the individual may wait outside of the restroom and observe social distancing practices while waiting.

Elections Worksite Safety Procedures

Employees shall follow the Personal Protective Equipment, Social Distancing at Work, and Use of Facilities and Shared Spaces procedures while performing work in Phases I, II, and III.

The procedures in this policy apply to the City’s Elections process. This plan is not organized in phases. It details absentee voting, election judge training, and Election-Day precinct procedures. Designated locations for in-person elections shall be designated by the City Council with input and advice from the City Manager and City Clerk and based on availability and ability to implement necessary social distancing measures. Upon determination of such locations, a specific social distancing plan shall be created and implemented for each location.

- **In-Person Absentee Voting:** The City will not be open for in-person absentee voting prior to the August 11 primary. The City may open for in-person absentee voting prior to the November 3 general election. The City Manager shall decide based on the then current recommendations of the CDC and state of Minnesota, and as allowed by Hennepin County, to what extent the City will be open for in-person absentee balloting.
- **In-Person Direct Balloting Prior to Election Day:** The City will be open for in-person direct balloting at City Hall for seven days leading up to each Election Day:
 - Primary Election: in-person direct balloting begins August 4, 2020.
 - General Election: in-person direct balloting begins October 27, 2020.
- **In Person Direct Balloting on Election Day:** The City will be open for in-person direct balloting at City Hall and the determined precincts.

Personal Protective Equipment (PPE)

City employees who support voting and are onsite for election judge training shall wear a mask at all times and shall wear gloves while providing support to voters.

Social Distancing at Work

Individuals reporting onsite shall familiarize themselves with all of the policies within this plan and follow the procedures listed below:

1. Prior to working onsite the employee must complete a health-screening as required under the [Screening and Symptoms Policy](#).
2. Park in the front parking lot and use the City Hall front door to enter and exit the building.
3. Complete requirements under the [Facility Use and Employee Workstation Decontamination Policy](#).
4. Follow the [Hygiene and Respiratory Etiquette Policy](#) (including use of facial coverings and hand washing procedures) at all time.
5. Employees must follow the [Common Spaces Worksite Safety Policies](#).
6. Follow the [Vehicle and Equipment Use Policy](#).
7. Each employee shall be assigned their own computer and label printer for the duration of their shift. The employee shall sanitize each item after their shift.
 - Employees should not use equipment assigned to any other employee unless absolutely necessary, and should thoroughly sanitize the equipment before use.
8. Each employee shall be assigned their own Pollbooks and ballot counters.
 - If an employee must use shared devices like pollbooks, ballot counter, voting booths, etc., the employee must decontaminate appropriately after use.

- Voter will not be allowed to touch the pollbook screens unless directed by the judge (i.e., when signing with the stylus pen).
 - Each pollbook will be sanitized accordingly after each use.
9. Employees shall provide support to voters from behind Plexiglas. If it is necessary for an employee to move away from the Plexiglas to assist a voter, the employee shall, to the extent possible, maintain social distancing from other employees and from voters and shall not share supplies or exchange papers with the voter.
- The Greeter Judge shall:
 1. Ensure voters maintain 6 feet apart while waiting in line.
 2. Encourage voters to wear facial coverings.
 3. Distribute facial coverings to voters who do not bring their own facial covering.
10. Employees shall decontaminate all voting booths, items, and high touch surfaces after each use.
11. Employees shall exit the building following decontamination procedures and ensure all light switches and door handles have been properly sanitized upon exit.

Absentee Voting & Direct Ballot Voting

The City will not be open for in-person absentee voting prior to the August 11 primary election, and strongly encourages voters to vote absentee by mail. The City will be open for in-person direct balloting at City Hall for seven days leading up to each Election Day (August 11 and November 3). City employees who support in-person direct ballot voting shall follow the procedures in this policy.

Election Judge Training

The City shall conduct the required judge training sessions led by the City Clerk. Training sessions will be offered via Webex and all judges will be encouraged to attend the virtual training. Individuals who are unable to attend training online will be offered an in-person option. Individuals will be required to sign-up for the in-person options and attendance will be limited to no more than 15 individuals at one time, or the maximum allowed under the Governor’s Executive Orders. All election judge training shall include training on the requirements of the CORR Plan and these procedures.

Election-Day Precinct Procedures

The City will have facilities open to the public on August 11 and November 3 for in-person voting. Each facility will be designated ahead of time and a social distancing plan will be created and shared with each employee working the precinct and shared with the voters.

The City shall also ensure that the [Building and Ventilation Protocols](#) are followed for each of the designated facilities.

Use of Facilities and Shared Spaces

- Each precinct will have a distinct layout with appropriate floor markings that will direct one-way foot traffic ensuring social distancing measures are maintained.
- Employees should attempt to restrict their movements outside of their designated election table location.
 - If an employee must travel to another part of the building, the employee should bring a decontamination kit and wipe down any touched surfaces.

- Employees shall use the restroom facilities located within their designated election location and shall occupy the facilities only one person at a one time.
 - If an employee travels to the restroom and finds it is locked, the employee may wait outside the restroom at least 6 feet away from the door.

City Manager's Office: Employee Desk Work & Customer Service Counter Worksite Safety Procedures

Employees shall follow the Personal Protective Equipment, Social Distancing at Work, and Use of Facilities and Shared Spaces procedures while performing work in Phases I, II, and III.

Phase I

All employees of the City Manager's Office shall work remotely. All customer-service functions shall be provided remotely.

Phase II

The City Manager's Office shall operate on-site only to the extent that critical work cannot be completed remotely and to meet the needs of the public. The City shall move to Phase II as deemed necessary by the City Manager and City Attorney, and as allowed under Executive Orders. Employees may begin working onsite in a limited capacity as requested by the employee and as approved by the City Manager. The City shall prioritize the needs of City Council meetings, open forum, public hearings, elections, and customer facing responsibilities. The customer service counter shall be open for appointments only.

Phase III

Employees have returned to the office and are regularly conducting work at their desks. The Customer Service desk is open for both appointments and walk-ins.

Personal Protective Equipment

Employees shall not be required to use PPE beyond what is required under the Facial Coverings Policy.

Social Distancing at Work

Individuals reporting onsite shall familiarize themselves with all of the policies within this plan and follow the procedures listed below:

1. Complete a health-screening under the [Screening and Symptoms Policy](#).
2. Park their vehicle in the back parking lot and use the back City Manager's Office door to enter and exit the building.
3. Complete requirements under the [Facility Use and Employee Workstation Decontamination Policy](#).
4. Follow the [Hygiene and Respiratory Etiquette Policy](#) (including use of facial coverings and handwashing procedures) at all times.
5. To the extent possible, the employee should not use the restroom facilities, and should not stop in any other office or area of City Hall.
6. Employees must follow [Common Spaces Worksite Safety Policies](#) and the Use of Facilities and Shared Spaces procedures below.
7. Follow the [Vehicle and Equipment Use Policy](#).
8. Exit the building following decontamination procedures and ensure all light switches and door handles have been properly sanitized upon exit.

Customer Service Counter

To the extent possible, all customer-service functions should be routed virtually.

Appointments (Phases II-III)

1. Appointments shall be scheduled using scheduling software determined by the City.
2. Appointments shall be offered as determined by the City Clerk and City Manager and shall be scheduled for up to 25 minutes with 10 minutes in between each appointment.
3. The door to the City Manager’s Office from the Hallway shall be propped open during business hours to avoid being regularly touched.
4. The City Clerk shall send check-in instructions to the customers prior to their appointment time.
5. The City Clerk shall work with the public at the customer service counter, and stay behind the Plexiglas barrier at all times.
6. If the City Clerk is touching papers, pens, or other items, they shall wear gloves and decontaminate all items after use.
7. The City Clerk shall decontaminate the counter top after each customer.

Walk-Ins (Phase III only)

During office hours, the Assistant to the City Manager’s Office is responsible for ensuring that one employee is available to respond to the customer service desk. If a customer enters City Hall and is routed to the City Manager’s Office the employee responsible will meet the customer at the counter. Additionally:

1. The employee will stay behind the Plexiglas barrier at all times.
2. The employee will wear gloves if they are required to exchange materials.
3. If the employee is unable to help the customer for any reason, they should make every attempt to locate another staff person who can help them.
 - If the appropriate employee is not available, the employee should take down the customer’s name and phone number and email the information to the appropriate staff person.
4. After each meeting all high-touch surfaces and objects shall be decontaminated and the employee shall use hand sanitizer.

City Manager’s Office: Vehicle and Equipment Use Policy

All employees who use City vehicles and equipment must follow these guidelines:

4. Only one employee is permitted to occupy a City vehicle at one time, and shall only operate the vehicle or equipment that the employee is assigned, with the following exceptions:
 - a. Public Safety Personnel are conducting work that requires more than one individual in the vehicle. All employees shall adhere to the [Facial Covering \(Masks\) Policy](#).
 - b. Vehicle Maintenance Repair Transport. In this situation, one person shall occupy the driver’s seat and one shall occupy the back seat and both employees shall adhere to the [Facial Covering \(Masks\) Policy](#).
 - c. Public Works Maintenance Work where current vehicle or equipment inventory does not support isolated use. In this situation, to the extent possible, one person shall occupy the driver’s seat and one shall occupy the back seat and both employees shall adhere to the [Facial Covering \(Masks\) Policy](#).
5. If an employee is required to operate machinery or equipment, the employee should make every effort to stay in the equipment or vehicle as much as possible.
6. Employees shall follow the [Department’s Vehicle and Equipment Decontamination Policy](#) for use of all vehicles and equipment.

City Manager’s Office: Facility Cleaning and Disinfecting

The purpose of this policy is to provide employees with procedures to consistently and effectively maintain the cleanliness of City property and facilities, thereby minimizing the spread of germs.

Supplies

The City will provide the necessary equipment and supplies needed to carry out necessary cleaning and disinfecting of facilities, equipment, and vehicles. The CORR Plan Coordinator is responsible for making sure all required supplies are stocked and available. To order supplies, contact Public Safety Staff. All employees should immediately notify the on-duty employee at the Public Safety front desk (763-593-8079) and their Department’s CORR Plan Coordinator (763-593-8056) when inventory is low in any City facility. The following supplies will be located at or near each building entrance and each restroom that is in use:

- Spray bottles (3% bleach to water solution or other CDC recommended solution)
- Paper towels
- Hand Sanitizer
- Gloves
- Tissues

All employees are required to follow the City’s Facility Use and Employee Workstation Decontamination Policy, and the department-specific cleaning and disinfecting procedures. Employees are encouraged to discuss any concerns and questions with their supervisor or Department Head.

Facility Use and Employee Workstation Decontamination Policy

The City shall follow the preventative measures and recommendations of the Center for Disease Controls (D) and OSHA. Employees may refer to the short [video guides](#) for the decontamination procedures below. All employees entering City facilities, operating City equipment, or handling City property shall follow the procedures listed below.

(DI) Employees shall obtain the necessary supplies upon entering the building through the City Manager’s Office back door. Supplies shall be located inside the door.

(DII) Employees shall use the supplies to decontaminate/wipe down the following:

- any door handles encountered on the way to their work areas,
- the employee’s personal workspace, and
- common places including, door knobs, handles, light switches, surfaces, plumbing fixtures, counter tops, desks, computers, Plexiglas barriers, etc. that the employee touches.

(DIII) Employees may not handle equipment, office supplies, or other such materials belonging to another employee.

- Any shared electronics, including computer monitors, tablets, and the copier control screens must be cleaned with antibacterial or disinfecting wipes after each use. Employees should not use bleach spray or other harsh chemicals on these items.
- Keyboards, mice, and other plastic items should be cleaned by a disinfectant wipe or by spraying bleach solution into a rag and wiping it down. Employees should ensure liquid solution does not drip into the electronics and allow ample time for drying before use.

(DIV) Employees shall also wash their hands upon entry and exit from the backdoor of the building and after using the restroom.

(DV) Employees should wash their hands regularly while performing their tasks in the City facilities.

6. Employees shall follow the same procedures in reverse when exiting the building.

Vehicles and Equipment Decontamination Policy

Employees may regularly use vehicles and equipment during the course of their normal duties. Employees must decontaminate/wipe down assigned vehicles and equipment before and after each use. This includes, but is not limited to door handles, steering wheels, levers, controls, buttons, and the dashboards.

City Manager's Office: Questions and Additional Resources

Employees with additional questions should contact their Department CORR Plan Coordinator and review the following resources:

- MDH Guidance Library - <https://www.health.state.mn.us/diseases/coronavirus/guidance.html>
- DLI – MNOSHA Resources - <https://www.dli.mn.gov/updates>
- DEED General Industry Guidance - <https://staysafe.mn.gov/industry-guidance/all-businesses.jsp>
- CDC Self Checker - <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>
- CDC Cloth Face Covers - <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html>
- CDC Recommendations for Cloth Face Covers - <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/cloth-face-cover.html>
- CDC Laundering Clothing <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/disinfecting-your-home.html>
- CDC Disinfecting - <https://www.cdc.gov/coronavirus/2019-ncov/community/clean-disinfect/index.html>
- EPA Disinfectants - <https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2-covid-19>

Parks and Recreation: Brookview and Recreation & Programming Worksite Safety Plan

This section contains Parks and Recreation (P&R) department specific policies that employees must follow while at work. The purpose of this section is to provide detailed instructions to employees so that they can perform the essential functions of their jobs safely. These procedures are in addition to all other requirements in this CORR Plan. These procedures may be updated as needed and employees are encouraged to share ideas for improving these procedures with their supervisor.

1. Function-Specific Worksite Safety Procedures:
 - Personal Protective Equipment (PPE);
 - Social distancing guidelines.
 - To ensure the safety of employees and visitors, the Parks and Recreation Department has implemented several administrative and engineering social distancing controls.
2. Facility Cleaning, Disinfecting, and Decontamination Procedures

List of Department Functions

The P&R department consists of the following areas: Brookview (Facility) and Recreation & Programming. The City’s Indoor Playground (The Backyard) shall remain closed indefinitely.

The Worksite Safety Plan addresses the following broad functions:

- Employee Desk Work
- Brookview Guest Services
 - Room Rental Support
- Employee Facility Work
- Outdoor Recreation Youth Programs & Athletics

Additionally, the P&R department also provides opportunities for leagues, associations, and independent contractors to run programs using City facilities. In order for the P&R Department to allow events to be held on City-owned land, the organization or group sponsoring the event (the “Organizer”) must:

- Be solely responsible for all safety precautions on the site for the duration of the event, including setup and teardown.
- Provide general liability insurance of at least \$1,000,000 per occurrence.
- Defend and indemnify the City for any claims arising from or related to the event.
- Enter into an agreement with the City in a form approved by the City Attorney, which shall include the foregoing requirements and which may include additional requirements as determined by the City Manager and City Attorney.
- Submit to the City a certification that the group or organization has adopted a COVID-19 preparedness plan that meets the requirements of the United States government and the State of Minnesota.
- Submit a copy of its COVID-19 preparedness plan to the City for review.
- Ensure that all trainers, coaches, and participants understand and follow their COVID-19 Preparedness Plan and related guidance.

Phased Approach

The City will use the following criteria to determine whether and how to bring staff to bring into the office.

- Phase I: Employees shall only report onsite for work that cannot be completed remotely.

- Phase II: Employees are able to work remotely, but service levels are significantly decreased, or certain department functions are not being done.
- Phase III: Employees are able to work remotely, but the City is ready to resume business operations on-site.

Parks and Recreation: Employee Desk Work Worksite Safety Procedures

Employees shall follow the Personal Protective Equipment, Social Distancing at Work, and Use of Facilities and Shared Spaces procedures while performing work in Phases I, II, and III.

Phase I

All employees should telework to the extent possible. All customer service responsibilities shall be conducted remotely. The Guest Services Counter is closed. Employees may go onsite for limited work that cannot be conducted remotely. Only two employees may work in the lower level at one time (one administrative staff member and one non-administrative staff member).

Phase II

The employees of the P&R department shall operate on-site only to the extent that critical work cannot be completed remotely and to meet the needs of the public. The City shall move to Phase II as deemed necessary by the City Manager and Parks and Recreation Director, and as allowed under Executive Orders. The Guest Services Counter shall be open as allowed under the Executive Order.

Phase III

The City shall move to Phase III as deemed necessary by the City Manager and Parks and Recreation Director, and as allowed under Executive Orders. During Phase III more employees may work onsite as the City resumes normal business operations.

Personal Protective Equipment

Employees shall be required to follow the Facial Coverings Policy. Additionally, gloves must be worn when handling cash or checks and fulfilling decontamination duties.

Social Distancing at Work

Individuals reporting onsite shall familiarize themselves with all of the policies within this plan and follow the procedures listed below:

1. Complete a health-screening under the [Screening and Symptoms Policy](#).
2. Use the Brookview custodial hallway door to enter and exit the building.
3. Complete requirements under the [Facility Use and Employee Workstation Decontamination Policy](#).
4. Follow the [Hygiene and Respiratory Etiquette Policy](#) (including use of facial coverings and handwashing procedures) at all time.
5. Work at their individual workstation and maintain social distance from other individuals on-site.
 - Employees shall handle mail, check deposits, and recreation scheduling that cannot be completed remotely.
 - Employees must wear gloves as required under PPE procedures and shall sanitize all items used during the course of their task.
6. Employees must follow [Common Spaces Worksite Safety Policies](#).
 - Employees may use the Wirth Lake Room to record programs (Phase II-III).
7. Follow [Vehicle and Equipment Use Policy](#).

8. Employees should exit the building following decontamination procedures and ensure all light switches and door handles have been properly sanitized upon exit.

Use of Facilities and Shared Spaces

- If an employee must use shared devices like printers, copiers, scanners, etc., the employee must decontaminate appropriately after use.
- Employees should attempt to restrict their movements outside of their workstation.
 - If an employee must travel to another part of the building, the employee should bring a decontamination kit and wipe down any touched surfaces.
- Employees may use the upper level breakroom/kitchen to store their food and beverages and use the shared appliances.
 - Only one employee is allowed in the breakroom at one time.
 - Employees should decontaminate appliances and any touched surfaces after use.
 - Employees are encouraged to eat any meals/snacks at their own desk.
- Employees shall use the restroom facilities located on the level on which they are working.
 - All restrooms within Brookview may only be occupied by one person at a one time.
 - If an employee travels to the restroom and finds it is locked, the employee may wait standing in the hallway on the floor markers.

Brookview Guest Services Worksite Safety Procedures

Employees shall follow the Personal Protective Equipment, Social Distancing at Work, and Use of Facilities and Shared Spaces procedures while performing work in Phases I, II, and III.

Phase I

Employees shall telework to the extent possible. Brookview facilities are closed and customer service shall be provided remotely. Limited staff are on allowed on site to conduct business that cannot be completed remotely. Room rentals are not available.

Phase II

During Phase II, as allowed by Executive Order, a limited number of employees may work onsite to answer phone calls and take credit card payments for programs and activities. The Brookview lobby shall be open to customers as allowed under the Executive Orders. During Phases II room rentals may be available. Employees shall be required to follow the Common Spaces Policies in Section III of this CORR Plan. Guest Services employees shall stagger their shifts so only one employee occupies the counter at one time.

Phase III

The Brookview lobby and room rentals shall be more available to the public under Phase III. Employees shall be required to follow the Common Spaces Policies in Section III of this CORR Plan.

Personal Protective Equipment

Employees shall not be required to wear additional PPE other than what is required the Facial Coverings Policy, except that gloves must be worn when handling cash or checks and fulfilling decontamination duties.

Social Distancing at Work

Individuals reporting onsite shall familiarize themselves with all of the policies within this plan and follow the procedures listed below:

1. Complete a health-screening under the [Screening and Symptoms Policy](#).
2. Use the Brookview custodial hallway door to enter and exit the building.
3. Complete requirements under the [Facility Use and Employee Workstation Decontamination Policy](#).
4. Follow the [Hygiene and Respiratory Etiquette Policy](#) (including use of facial coverings and handwashing procedures) at all time.
5. Employees shall work at their individual workstations and maintain social distance from other individuals on-site.
6. Employees must follow [Common Spaces Worksite Safety Policies](#).
7. Follow [Vehicle and Equipment Use Policy](#).
8. Employees shall perform *Guest Services Responsibilities* at the Guest Services Counter (Phases II-III).
9. Employees should exit the building following decontamination procedures and ensure all light switches and door handles have been properly sanitized upon exit.

Guest Services Responsibilities (Phases II-III)

Employees shall assist guests with registration to programs and activities.

1. Employees will assist guests with following the pathways as established in the site plan [\(Appendix 29\)](#).

2. Only one guest at a time shall be at the Guest Services Counter and all guests must wait on the socially distant floor markers.
3. The employee shall stay behind Plexiglas barrier at all times.
4. Guests will be instructed to leave the Brookview lobby after they have completed their business.
5. Guests are strongly encouraged to wear facial coverings (masks).

Accepting Payments

Credit Card Payments

1. A credit-card machine shall be located on the outside of Plexiglas.
2. Staff shall not at any time touch a customer’s credit card.
3. Employees will use a bin to transport the customer’s receipt through the Plexiglas.
4. The customer shall take a pen from the designated “clean pen” bucket to sign the receipt
5. The customer shall return the signed receipt and place used pen in the designated “dirty bin.”
6. Employees will collect the dirty bin to decontaminate the used pens, file the receipts, and decontaminate check presenters after each use.

Cash/Check Payments

Once allowed by the City Manager, Guest Services employees will be allowed to accept cash payments. Each employee will be assigned a POS station for their shift and will decontaminate at the start and end of their shift. Additionally employees will wear disposable gloves when handling cash/checks.

Accepting Deliveries

1. All orders will be placed online, by email, or by phone.
2. Deliveries must come through the East entrance and be placed on the floor near the Guest Services counter.
3. Delivery driver will place invoice with shipment.

Room Rental Support

1. Employee shall check-in private room rental scheduler at the Guest Services Desk.
2. Guest Services shall ensure that all procedures are followed under the [Common Spaces Worksite Safety Policies](#).

Use of Facilities and Shared Spaces

- If an employee must use shared devices like printers, copiers, scanners, etc., the employee must decontaminate appropriately after use.
- Employees should attempt to restrict their movements outside of their workstation.
 - If an employee must travel to another part of the building, the employee should bring a decontamination kit and wipe down any touched surfaces.
- Employees may use the upper level breakroom/kitchen to store their food and beverages and use the shared appliances.
 - Employees should decontaminate appliances and any touched surfaces after use.
 - Employees are also encouraged to eat any meals/snacks at their own desk.
 - Only one employee may use the breakroom at a time.
- Employees shall use the restroom facilities located closest to their workstation.
 - All restrooms within Brookview may only be occupied by one person at a one time.

- If an employee travels to the restroom and finds it is locked, the employee may wait standing in the hallway on the floor markers.

Parks and Recreation: Employee Facility Work Worksite Safety Procedures

Employees shall follow the Personal Protective Equipment, Social Distancing at Work, and Use of Facilities and Shared Spaces procedures while performing work in Phases I, II, and III.

Phase I

All employees should telework to the extent possible. All Brookview facilities are closed.

Phase II

The City shall move to Phase II as deemed necessary by the City Manager and Parks and Recreation Director, and as allowed under Executive Orders. To the extent possible employees shall continue to telework and P&R functions shall be provided remotely (online, via mail, etc). The employees of the P&R department shall operate on-site to perform the facility work allowed under Executive Orders.

Phase III

The City shall move to Phase II as deemed necessary by the City Manager and Parks and Recreation Director, and as allowed under Executive Orders. During Phase III more employees may work onsite to fulfill facility functions and to support increased rentals as the City resumes normal business operations.

Personal Protective Equipment

Employees shall not be required to wear additional PPE other than what is required the Facial Coverings Policy.

Social Distancing at Work

The employees reporting onsite shall familiarize themselves with all of the policies within this plan and follow the procedures listed below:

1. Complete a health-screening under the [Screening and Symptoms Policy](#).
2. Use the Brookview custodial hallway door to enter and exit the building.
3. Complete requirements under the [Facility Use and Employee Workstation Decontamination Policy](#).
4. Follow the [Hygiene and Respiratory Etiquette Policy](#) (including use of facial coverings and hand washing procedures) at all time
5. Employee shall conduct work, including room set-ups and facility maintenance while carefully maintaining social distance from all other employees.
 - After completing a task, employee should properly sanitize any high touch surfaces.
6. Employees must follow [Common Spaces Worksite Safety Policies](#).
 - Employees may use the [Wirth Lake Room](#) to record programs.
7. Follow [Vehicle and Equipment Use Policy](#).
8. Employees should exit the building following decontamination procedures and ensure all light switches and door handles have been properly sanitized upon exit.

Use of Facilities and Shared Spaces

- If an employee must use shared devices like printers, copiers, scanners, etc., the employee must decontaminate appropriately after use.

- Employees may use the upper level breakroom/kitchen to store their food and beverages and use the shared appliances.
 - Only one employee is allowed in the breakroom at one time.
 - Employees should decontaminate appliances and any touched surfaces after use.
 - Employees are encouraged to eat any meals/snacks at their own desk.
- Employees shall use the restroom facilities closest to their workspace.
 - All restrooms within Brookview may only be occupied by one person at a one time.
 - If an employee travels to the restroom and finds it is locked, the employee may wait standing in the hallway on the floor markers.

Outdoor Recreation Youth Programs & Athletics Worksite Safety Procedures

Employees shall follow the Personal Protective Equipment, Social Distancing at Work, and Use of Facilities and Shared Spaces procedures while performing work in Phases I, II, and III.

Phase I

Employees shall telework to the extent possible. On-site City-run Youth Recreation and Athletics programs shall be cancelled until further notice. Employees shall work on digitally on providing virtual recreation options.

Phases II

During Phase II, as allowed by Executive Order, a limited number of employees may work onsite to operate outdoor youth recreation and athletics programs. Participation shall be adjusted based on the most current Executive Order.

Phase III

During Phase III, as allowed by Executive Order, and as determined the City Manager and Parks and Recreation Director, the City may offer more recreational programming activities.

Personal Protective Equipment

Employees shall be required to follow the Facial Coverings Policy. Additionally, gloves must be worn when handling program equipment, during check-in/check-out procedures, applying necessary first aid, and wiping down limited use facilities

Social Distancing at Work

Employees working on-site to administer programs shall:

1. Complete a health-screening under the [Screening and Symptoms Policy](#).
2. Complete requirements under the [Facility Use and Employee Workstation Decontamination Policy](#).
3. Follow the [Hygiene and Respiratory Etiquette Policy](#) (including use of facial coverings and handwashing procedures) at all time.
4. Employees must follow [Common Spaces Worksite Safety Policies](#).
5. Follow [Vehicle and Equipment Use Policy](#).
6. Ensure all *Participation Limits Guidelines* (below) are followed (Phases II-III).
7. Fulfill the responsibilities of *Recreation Leaders* procedures below (Phases II-III).
8. If at any time an employee must go in any City facility, the employee should follow appropriate decontamination procedures.

Participant Limits Guidelines (Phases II-III)

Outdoor Recreation and Athletics programming shall adhere to [Minnesota Department of Health guidance](#) on number of participants per field. This plan contains the guidance in effect at the time this plan was drafted. This guidance may be updated from time to time, with the approval of the City Manager, to match updated guidelines, rules, and requirements from the state of Minnesota (including but not limited to MDH, DEED and the DNR) and the CDC. The guidelines in effect at the time of this plan are as follows:

- One team/sport per field/rink/court at any time.

- Football/soccer field (approx. 57,600 sq. ft.) – no more than four pods of ≤ 10.
- Baseball field (40,000+ sq. ft.) – no more than three pods of ≤ 10.
- Ice rink (approx. 17,000 sq. ft.) – no more than two pods of ≤ 10.
- Basketball/volleyball court (4,700 sq. ft.) – no more than one pod of ≤ 10.

Recreation Supervisors shall create daily “pods,” made up of staff and participants. Pods shall remain as consistent as possible throughout each week, and shall not exceed 10 people.

- Each staff member will be assigned to one pod, and shall not lead multiple pods in the same day.
- Pods should remain in assigned area as much as possible and must maintain an appropriate distance from other pods.

Recreation Leaders

Recreation leaders shall:

1. Arrive 20 minutes prior to the start of the program and shall not bring any non-essential personal belongings offsite.
2. Retrieve pod equipment from facility (as needed), and with no more than two individuals in the facility at one time.
3. Set up and designate a location for participants to leave personal belongings and retrieve equipment.
4. Check-in participants no more than 5 minutes before the start of the program.
 - If running the youth biking program pods should stagger their start-times by at least 90 seconds to avoid riding near each other.
 - Staff shall not allow riders to stop along the bike route, unless deemed appropriate and allowed under the Executive Orders.
5. Encourage all participants and members of the public to wear a facial covering at all times and provide facial coverings to participants who need one.
6. Monitor to ensure other staff, participants, and their guardians maintain social distancing requirements, including:
 - Interactions between participants;
 - Interactions between staff and participants; and
 - Distance between participants and general park users.
7. Discourage the sharing of equipment between individuals and pods.
 - If sharing must occur, staff must sanitize the equipment between uses (wearing appropriate PPE).
8. Discourage the use of park amenities other than what is required under the program.
9. Ensure participants follow all program rules.
10. Provide hand sanitizer to all participants at the end of the program.
11. Complete closing decontamination procedures.

Youth Program Supply Pick-Up

Recreation Supervisors and the Recreation Coordinator shall report onsite to coordinate participant supply pick-up and shall follow the procedures below:

1. Employees shall follow the procedures above to pick up a table and open-sided tent, and set up such supplies outside of Brookview.

2. Employees shall verify online program registration and identification of appropriate participant contact. No in-person registrations will be accepted.
3. Staff will locate participant’s supplies, maintain a minimum of 6 feet between people while placing supplies in designated pick up area at which time participant contact may take their supplies.

Use of Facilities and Shared Spaces

- If an employee must use shared devices like printers, copiers, scanners, etc., the employee must decontaminate appropriately after use.
- Employees should attempt to restrict their movements outside of their workstation.
 - If an employee must travel to another part of the building, the employee should bring a decontamination kit and wipe down any touched surfaces.
- Employees may use the upper level breakroom/kitchen to store their food and beverages and use the shared appliances.
 - Employees should decontaminate appliances and any touched surfaces after use.
 - Employees are also encouraged to eat any meals/snacks at their own desk.
 - Employees shall use the restroom facilities located on the level on which they are working.
- All restrooms within Brookview may only be occupied by one person at a one time.
 - If an employee travels to the restroom and finds it is locked, the employee may wait standing in the hallway on the floor markers.

Parks and Recreation: Vehicle and Equipment Use Policy

All employees who use City vehicles and equipment must follow these guidelines:

1. Only one employee is permitted to occupy a City vehicle at one time, and shall only operate the vehicle or equipment that the employee is assigned, with the following exceptions:
 - a. Public Safety Personnel are conducting work that requires more than one individual in the vehicle. All employees shall adhere to the [Facial Covering \(Masks\) Policy](#).
 - b. Vehicle Maintenance Repair Transport. In this situation, one person shall occupy the driver’s seat and one shall occupy the back seat and both employees shall adhere to the [Facial Covering \(Masks\) Policy](#).
 - c. Public Works Maintenance Work where current vehicle or equipment inventory does not support isolated use. In this situation, to the extent possible, one person shall occupy the driver’s seat and one shall occupy the back seat and both employees shall adhere to the [Facial Covering \(Masks\) Policy](#).
2. If an employee is required to operate machinery or equipment, the employee should make every effort to stay in the equipment or vehicle as much as possible.
3. Employees shall follow the [Department’s Vehicle and Equipment Decontamination Policy](#) for use of all vehicles and equipment.

Parks and Recreation: Facility Cleaning and Disinfecting

The purpose of this policy is to provide employees with procedures to consistently and effectively maintain the cleanliness of City property and facilities, thereby minimizing the spread of germs.

Supplies

The City will provide the necessary equipment and supplies needed to carry out necessary cleaning and disinfecting of facilities, equipment, and vehicles. The CORR Plan Coordinator is responsible for making sure all required supplies are stocked and available. To order supplies, contact Public Safety Staff. All employees should immediately notify the on-duty employee at the Public Safety front desk (763-593-8079) and their Department’s CORR Plan Coordinator (763-593-8056) when inventory is low in any City facility. The following supplies will be located at or near each building entrance and in each restroom that is in use:

- Spray bottles (3% bleach to water solution or other CDC recommended solution)
- Paper towels
- Hand Sanitizer
- Gloves
- Tissues

All employees are required to follow the City’s Facility Use and Employee Workstation Decontamination Policy, and the department-specific cleaning and disinfecting procedures. Employees are encouraged to discuss any concerns and questions with their supervisor or Department Head.

Facility Use and Employee Workstation Decontamination Policy

The City shall follow the preventative measures and recommendations of the Center for Disease Controls (CDC) and Occupational Safety and Health Administration (OSHA). Employees may refer to the short [video guides](#) for the decontamination procedures below.

All employees entering City facilities, operating City equipment, or handling City property shall follow the procedures listed below.

1. Employees shall obtain the necessary supplies upon entering the lower level of the building.
 - Wipes, Paper towels, spray bottles with bleach solution, hand sanitizer, disposal face masks and other supplies will be located on a table near the front counter entry and on a table in the lower level corridor near the rear entry door. Supplied will also be located on a table in central area of the lower level.
2. Employees shall use the supplies to decontaminate/wipe down the following:
 - any door handles encountered on the way to their work areas,
 - the employee’s personal workspace, and
 - common places including, door knobs, handles, light switches, surfaces, plumbing fixtures, counter tops, desks, computers, Plexiglas barriers, etc. that the employee touches.
3. Employees may not handle equipment, office supplies, or other such materials belonging to another employee.
 - Any shared electronics, including computer monitors, tablets, and the copier control screens must be cleaned with antibacterial or disinfecting wipes. Employees should not use bleach spray or other harsh chemicals on these items.

- Keyboards, mice, and other plastic items should be cleaned by a disinfectant wipe or by spraying bleach solution into a rag and wiping it down. Employees should ensure liquid solution does not drip into the electronics and allow ample time for drying before use.
4. Employees shall also wash or sanitize their hands upon entry and exit of the building and after using the restroom.
 5. Employees should wash their hands regularly while performing their tasks in the City facilities.
 6. Employees shall follow the same procedures in reverse when exiting the building.

Vehicles and Equipment Decontamination Policy

Employees may regularly use vehicles and equipment, including sports and program equipment, during the course of their normal duties. Employees must decontaminate/wipe down assigned vehicles and equipment before and after each use. This includes, but is not limited to door handles, sports equipment, steering wheels, levers, controls, buttons, and the dashboards.

Brookview Customer Service Counter Decontamination Policy

All employees working at a Brookview Customer Service counter shall follow the procedures listed below.

1. Beginning of shifts:
 - Decontaminate and sanitize all workspaces including counter tops, phones, computers, tablets, and equipment.
2. Continuously:
 - Sanitize credit card machine between each use
 - Sanitize check bins and pens after each use
 - Sanitize service counters upon guest’s departure
 - Every hour staff should decontaminate
 - Plexiglas;
 - Counter tops; and
 - Any high-touch areas
3. End of shift:
 - Decontaminate and sanitize all workspaces including counter tops, phones, computers, tablets, and equipment

Parks and Recreation: Questions and Additional Resources

Employees with additional questions should contact their Department CORR Plan Coordinator and review the following resources:

- MDH Guidance Library - <https://www.health.state.mn.us/diseases/coronavirus/guidance.html>
- DLI – MNOSHA Resources - <https://www.dli.mn.gov/updates>
- DEED General Industry Guidance - <https://staysafe.mn.gov/industry-guidance/all-businesses.jsp>
- CDC Self Checker - <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>
- CDC Cloth Face Covers - <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html>
- CDC Recommendations for Cloth Face Covers - <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/cloth-face-cover.html>

- CDC Laundering Clothing - <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/disinfecting-your-home.html>
- CDC Disinfecting - <https://www.cdc.gov/coronavirus/2019-ncov/community/clean-disinfect/index.html>
- EPA Disinfectants - <https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2-covid-19>

Outdoor Recreation and Youth Programs and Athletics Specific Recourses

- MDH - <https://www.health.state.mn.us/diseases/coronavirus/schools/socialdistance.pdf>
- DEED - <https://staysafe.mn.gov/industry-guidance/schools.jsp>

Parks and Recreation: Golf & Lawn Bowling and Three One Six Bar + Grill Worksite Safety Plan

This section contains department specific policies that employees must follow while at work. The purpose of this section is to provide detailed instructions to employees so that they can perform the essential functions of their jobs safely. These procedures are in addition to all other requirements in this CORR Plan. These procedures may be updated as needed and employees are encouraged to share ideas for improving these procedures with their supervisor.

1. Function-Specific Worksite Safety Procedures:
 - Personal Protective Equipment (PPE);
 - Social distancing guidelines.
 - To ensure the safety of employees and visitors, the Parks and Recreation Department has implemented several administrative and engineering social distancing controls.
2. Facility Cleaning, Disinfecting, and Decontamination Procedures

List of Department Functions

Brookview Golf and Lawn Bowling provides a number of golf services to the public and private rental groups at Brookview.

The Golf and Lawn Bowling Worksite Safety Plan addresses the following broad functions includes:

- Golf and Lawn Bowling Operations
- Golf and Lawn Bowling Maintenance

The Three One Six Bar + Grill provides a number of food and beverage services to the public as well as private rental groups at Brookview.

The Three One Six’s Worksite Safety Plan addresses the following broad functions:

- Restaurant Dining (Indoor/Outdoor) and Take-out Food Services including:
 - Beverage Cart Services
- Catering and Bar Services

Phased Approach

The City will use the following criteria to determine who and when to bring in to the office.

- Phase I: Employees shall only report onsite for work that cannot be completed remotely.
- Phase II: Employees are able to work remotely, but service levels are significantly decreased, or certain department functions are not being done.
- Phase III: Employees are able to work remotely, but the City is ready to resume business operations on-site.

Golf Operations Worksite Safety Procedures

Employees shall follow the Personal Protective Equipment, Social Distancing at Work, and Use of Facilities and Shared Spaces procedures while performing work in Phases I, II, and III.

Phase I

All employees should telework to the extent possible. All customer service responsibilities shall be conducted remotely. All retail golf and lawn bowling operations are closed. Employees may go onsite for limited work that cannot be conducted remotely.

Phase II

The City shall move to Phase II as deemed necessary by the City Manager and Parks and Recreation Director, and as allowed under Executive Orders. The employees of the P&R department shall operate on-site to perform the facility work allowed under Executive Orders. During Phase II more employees may work onsite to fulfill facility functions and to support increased rentals as the City resumes normal business operations and most golf facilities will open on a limited basis, including the activities listed below. These activities will be phased in over time during Phase II with social distancing and in accordance with applicable DNR, MDH, and CDC rules:

1. Some staff will report to the Brookview Golf Shop and Driving Range to receive incoming calls and process reservations.
2. The golf course will be open for regular play.
3. The Par 3 and Driving Range will open.
4. The Golf Shop at Brookview will open.
5. Lawn bowling will open.

Phase III

During Phase III more employees may work on-site to fulfill facility functions and to support increased rentals as the City resumes normal business operations and most golf facilities will be fully open.

Personal Protective Equipment

Employees shall be required to follow the [Facial Covering \(Masks\) Policy](#). Additionally, gloves must be worn when handling cash or checks and fulfilling decontamination duties.

Social Distancing at Work

Staff shall be limited to ensure social distancing. The employees working onsite shall familiarize themselves with all of the policies within this plan and follow the procedures listed below:

1. Prior to going in to the office, employees must complete a health-screening under the [Screening and Symptoms Policy](#).
2. Employees shall enter and exit the building through the door nearest to their operations and exit the building.
3. Employees should complete requirements under the [Facility Use and Employee Workstation Decontamination Policy](#).
4. Follow the [Hygiene and Respiratory Etiquette Policy](#) (including use of facial coverings and handwashing procedures) at all times.

5. To the extent possible, employees shall work at their individual workstations and maintain social distance from other individuals on-site.
6. Employees must follow the function specific instructions listed below that apply to their job and follow the *Retail Transaction and Accepting Payments Procedures*.
7. Employees must follow [Common Spaces Worksite Safety Policies](#) and the Use of Facilities and Shared Spaces procedures below.
8. Follow [Vehicle and Equipment Use Policy](#).
9. Employee should exit the building following decontamination procedures and ensure all light switches and door handles have been properly sanitized upon exit.

Golf Operations

Golf Operations staff includes staff coordinators, golf shop cashiers, par 3 cashiers, driving range cashiers and lawn bowling officials. Employees shall assist customers by following the procedures under this policy and providing instructions to guests.

Driving Range & Equipment Responsibilities

Employees shall staff the driving range to monitor for proper usage. Employees shall also wear appropriate protective equipment to collect golf balls and sanitize the balls, ball basket, and the driving range tee-box after each use. Employees should refer to the [Golf Operations Decontamination Policy](#) for cleaning procedures.

Driving range stations will be spaced so there is 6 feet of distance between the edges of each driving range tee box.

Employees responsible for driving range duties shall also be responsible for the rental, storage, and decontamination of all rented equipment. The following equipment is available for rent:

- Powered golf carts
- Push carts
- Rental Clubs

Staff shall take the following steps when renting equipment:

1. Employees may accept payment for equipment rental by credit card payments over the phone or at the window.
2. Follow *Retail Transactions and Accepting Payments Procedures* below.
 - A credit-card machine shall be located on the outside of the driving range building outside of the Plexiglas barrier.
3. All equipment shall be decontaminated before and after each patron use following the City's [Golf Operations Decontamination Policy](#).
4. Before assigning equipment to a patron, staff shall inform the patron that golfers not from the same household may not share equipment, including golf carts.
5. Rented equipment shall be collected at the designated drop off zone, which shall be marked with barricades and signage.

Par 3 Responsibilities

Employees shall staff the Par 3 Building to receive incoming calls and process reservations. Employees will take credit card payments over the phone and at the window. The Par 3 building shall be staffed by one

person during regular business hours. A credit-card machine shall be located on the outside of the driving range building Plexiglas. Employee must follow *Retail Transactions and Accepting Payments Procedures*.

Golf Shop Responsibilities

Staff shall be limited to 2 employees in Golf Shop to ensure social distancing.

The Golf Shop is open for processing reservations, retail transactions, and general golf course related services and inquiries as allowed under the Executive Order. The Golf Shop Plan ([Appendix 30](#)) provides a diagram of the Golf Shop layout. The plan ensures social distancing measures are in place established under the Executive Order and are maintained at all times.

Signs shall be posted at each entrance and exit reminding customers of social distancing protocols and announcing the number of customers allowed in the Golf Shop.

Golf Shop Desk

Employees will process reservations, retail transactions and respond to general golf course related services and inquiries.

- The Golf Shop is open for customers to check in and pay for daily fees, maximum 5 customers allowed inside on designated floor markings at a time.
- Employees will take reservations in person and over the phone. Employees will receive payment for greens fees and golf cart rentals at the golf shop desk and over the phone.
- Employees must follow *Retail Transactions and Accepting Payments Procedures* below.

Lawn Bowling Responsibilities

Lawn Bowling shall be opened under Phase III. The City shall ensure all requirements are met under the [MN DEED Requirements](#). Employees shall monitor Lawn Bowling for proper usage.

- All reservations and payments will processed by the Golf Shop or Par 3 staff.
 - Walk-ins not allowed.
- Employees shall wear appropriate protective equipment to sanitize the game equipment and when instructing any play.
 - Balls and floor mats will be sanitized in between plays.
- Social distance markers shall be placed around the Lawn Bowling Rink.
- Only groups of 10 or less (not from the same household) shall be allowed to play at one time.
 - Only two groups of play at one time.
- Lawn bowling participants shall also be encouraged to wear gloves.

Golf Course Monitoring Duties

To mitigate the risk of spreading illness, golf pins, non-permanent benches, bunker rakes, and water coolers have been removed, and all touchable items such as ball washers, and shared equipment shall not be made available. Additionally, hole-inserts were added to assist with golf play.

Employees shall be scheduled to operate a golf cart and perform golf course monitoring duties. During these monitoring duties, employees shall continually inspect for the following:

- Proper signage displays and replace any that may be damaged;
- Proper placement of flag sticks;

- Social distancing measures, including black “x’s” are preserved (in all areas, including tee-boxes); and
- Golfers are starting at the appropriate tee-times (spaced at a minimum of 10 minutes apart).

Additionally, employees shall ensure that individuals are following golf course etiquette and the established Public Facility Use Policy: “Golfing During COVID-19” requirements. If an employee encounters an individual or group of individuals using the golf course improperly, the employee shall:

- maintain a distance of a minimum of six feet from any other person; and
- remind individual(s) of the expectations to follow COVID-19 requirements.

If any person(s) does not cooperate or respond, the employee shall contact a supervisor and if necessary, contact the Golden Valley Police department (763-593-8079).

Retail Transactions and Accepting Payments Procedure

Retail Transactions

Employees shall ensure that customers follow all [Visitor On-Site Health Policy](#) and social distancing requirements and abide by all posted signage. Under the [Visitor On-Site Health Policy](#), all visitors are strongly encouraged to wear facial coverings when inside City buildings. Employees shall provide instructions to visitors as needed to ensure compliance with these policies.

Accepting Payments

During Phase II all payments shall be made electronically on site, by phone, or via the website. Employees may not accept cash payments.

During Phase III, payment may still be made electronically on site, by phone, or via the website, but employees may begin to accept cash payments pursuant to the Cash Payments procedures below.

On-Site Credit Card Payments

Employees should follow these steps to accept on-site credit card payments:

1. A credit card machine shall be located on the outside of the Plexiglas barrier between the employee and the guest.
2. Employees shall not at any time touch a customer’s credit card.
3. Employees will use the check presenter to transport the customer’s credit card and receipt.
4. The customer shall return the signed receipt and place used pen in the designated “dirty bin.”
5. Employees will collect the dirty bin to decontaminate the used pens and decontaminate check presenters after each use.

Cash Payments

Employees may accept cash payments and shall wear disposable gloves when handling cash and use check-presenter to transport cash as needed.

Use of Facilities and Shared Spaces

- If an employee must use shared devices like printers, copiers, scanners, etc., the employee must decontaminate appropriately after use.
- Employees should attempt to restrict their movements outside of their designated work area.
 - If an employee must travel to another part of the building, the employee should bring a decontamination kit and wipe down any touched surfaces.

- Employees may use the upper breakroom/kitchen to store their food and beverages and use the shared appliances.
 - Employees should decontaminate appliances and any touched surfaces after use.
 - Employees should eat any meals/snacks at their own desk/work station.
 - No more than one person may be in the break room at any time.
- Employees shall use the restroom facilities nearest to their work station.
 - All restrooms within Brookview may only be occupied by one person at a one time.
 - If an employee travels to the restroom and finds it is locked, the employee may wait standing in the hallway on the floor markers.

Golf Operations Equipment and Vehicle Use Policy

All employees who use City vehicles and equipment must follow these guidelines:

1. Only one employee is permitted to occupy a City vehicle at one time, and shall only operate the vehicle or equipment that the employee is assigned, with the following exceptions:
 - a. Public Safety Personnel are conducting work that requires more than one individual in the vehicle. All employees shall adhere to the [Facial Covering \(Masks\) Policy](#).
 - b. Vehicle Maintenance Repair Transport. In this situation, one person shall occupy the driver's seat and one shall occupy the back seat and both employees shall adhere to the [Facial Covering \(Masks\) Policy](#).
 - c. Public Works Maintenance Work where current vehicle or equipment inventory does not support isolated use. In this situation, to the extent possible, one person shall occupy the driver's seat and one shall occupy the back seat and both employees shall adhere to the [Facial Covering \(Masks\) Policy](#).
2. If an employee is required to operate machinery or equipment, the employee should make every effort to stay in the equipment or vehicle as much as possible.
3. Employees shall follow the [Department's Vehicle and Equipment Decontamination Policy](#) for use of all vehicles and equipment.

Golf Operations: Facility Cleaning and Disinfecting

The purpose of this policy is to provide employees with procedures to consistently and effectively maintain the cleanliness of City property and facilities, thereby minimizing the spread of germs.

Supplies

The City will provide the necessary equipment and supplies needed to carry out necessary cleaning and disinfecting of facilities, equipment, and vehicles. The CORR Plan Coordinator is responsible for making sure all required supplies are stocked and available. To order supplies, contact Public Safety Staff. All employees should immediately notify the on-duty employee at the Public Safety front desk and their Department's CORR Plan Coordinator (763-593-8056) when inventory is low in any City facility. The following supplies will be located at or near each building entrance and restroom that is in use:

- Spray bottles (3% bleach to water solution or other CDC recommended solution)
- Paper towels
- Hand Sanitizer
- Gloves
- Tissues

All employees are required to follow the City's Facility Use and Employee Workstation Decontamination Policy, and the department-specific cleaning and disinfecting procedures. Employees are encouraged to discuss any concerns and questions with their supervisor or Department Head.

Facility Use and Employee Workstation Decontamination Policy

The City shall follow the preventative measures and recommendations of the Center for Disease Controls (CDC) and OSHA. Employees may refer to the short [video guides](#) for the decontamination procedures below.

All employees entering City facilities, operating City equipment, or handling City property shall follow the procedures listed below.

1. Employees shall obtain the necessary supplies (located inside the door) upon entering the building through the Golf Shop, Driving Range, or Par 3 main.
2. Employees shall use the supplies to decontaminate/wipe down the following:
 - any door handles encountered on the way to their work areas,
 - the employee's personal workspace, and
 - common places including, door knobs, handles, light switches, surfaces, plumbing fixtures, counter tops, desks, computers, Plexiglas barriers, etc. that the employee touches.
3. Employees may not handle equipment, office supplies, or other such materials belonging to another employee.
 - Any shared electronics, including computer monitors, tablets, and the copier control screens must be cleaned with antibacterial or disinfecting wipes. Employees should not use bleach spray or other harsh chemicals on these items.
 - Keyboards, mice, and other plastic items should be cleaned by a Clorox wipe or by spraying bleach solution into a rag and wiping it down. Employees should ensure liquid solution does not drip into the electronics and allow ample time for drying before use.
4. Employees shall also wash their hands upon entry and exit from doors of the building and after using the restroom.
5. Employees should wash their hands regularly while performing their tasks in the City facilities.

6. Employees shall follow the same procedures in reverse when exiting the building.

Golf Operations Specific Decontamination Policy

All employees working in the Golf Shop, Par 3, and Driving Range shall follow the procedures listed below.

1. Beginning of shifts:
 - Decontaminate and sanitize all workspaces including counter tops, phones, computers, tablets, and equipment.
2. Continuously:
 - Sanitize credit card machine between each use;
 - Sanitize check presenters and pens after each use;
 - Sanitize Golf Shop, Par 3 Building, and Driving Range Building counter upon guests departure;
 - Sanitize golf cart keys/key tag before and after each use;
 - Sanitize rental clubs after each use;
 - Sanitize golf balls;
 - Sanitize golf Driving Range ball carrier;
 - Every half hour staff should decontaminate:
 - Doors and door handles (Leave doors open when weather permitting);
 - Plexiglas;
 - Counter tops; and
 - Any high-touch areas
3. End of shifts:
 - Decontaminate and sanitize all workspaces including counter tops, phones, computers, tablets, and equipment.
4. After Shift:
 - Launder/wash uniform prior to next shift.

Vehicles and Equipment Decontamination Policy

Employees may regularly use vehicles and equipment during the course of their normal duties. Employees must decontaminate/wipe down assigned vehicles and equipment before and after each use. This includes, but is not limited to door handles, steering wheels, levers, controls, buttons, and the dashboards.

Golf Operations: Questions and Additional Resources

Employees with additional questions should contact their Department CORR Plan Coordinator and review the following resources:

- MDH Guidance Library - <https://www.health.state.mn.us/diseases/coronavirus/guidance.html>
- DLI – MNOSHA Resources - <https://www.dli.mn.gov/updates>
- DEED General Industry Guidance - <https://staysafe.mn.gov/industry-guidance/all-businesses.jsp>
- CDC Self Checker - <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>
- CDC Cloth Face Covers - <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html>
- CDC Recommendations for Cloth Face Covers - <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/cloth-face-cover.html>
- CDC Laundering Clothing - <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/disinfecting-your-home.html>

- CDC Disinfecting - <https://www.cdc.gov/coronavirus/2019-ncov/community/clean-disinfect/index.html>
- EPA Disinfectants - <https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2-covid-19>

Golf and Lawn Bowling Specific Resources

- DEED - DEED Retail Businesses - <https://staysafe.mn.gov/industry-guidance/retail.jsp>
- DEED - Outdoor Recreation Facilities - <https://staysafe.mn.gov/industry-guidance/outdoor-recreation.jsp>
- DEED - Recreational Entertainment - <https://staysafe.mn.gov/industry-guidance/entertainment.jsp>
- DLI – Golf - https://www.dli.mn.gov/sites/default/files/pdf/WSC_guide_golf_courses.pdf

Golf Maintenance Worksite Safety Procedures

Employees shall follow the Personal Protective Equipment, Social Distancing at Work, and Use of Facilities and Shared Spaces procedures while performing work in Phases I, II, and III.

Phase I

Golf Maintenance staff will perform work onsite only to the extent necessary to perform critical functions. The four full-time maintenance employees shall work alternating days (two per day) to meet the needs of the golf course. The employees shall be scheduled alternating shifts.

Phase II

Upon opening the Golf Course Operations, the Golf Maintenance staff will perform work onsite to perform critical functions. Staffing levels will increase with the addition of Seasonal Golf Maintenance employees. The Golf maintenance department will begin to operate in full capacity under Phase II. Employees scheduled to work onsite will primarily work isolated from other employees. Employees who are required to work in pairs or groups shall follow the facial coverings policy and to the extent possible, maintain social distance from their coworkers.

Phase III

Operations shall continue under Phase III. Under Phase III employees may have more ability to work in groups or teams as deemed necessary by the Golf Maintenance Supervisor.

Personal Protective Equipment

Under this policy, employees shall continue to wear OSHA required PPE. Employees working on site shall follow the City's [Facial Covering \(Masks\) Policy](#).

Social Distancing at Work

The individuals reporting onsite shall familiarize themselves with all of the policies within this plan and follow the procedures listed below:

1. Prior to going in to the office, employees must complete a health-screening under the [Screening and Symptoms Policy](#).
2. Employees shall park their vehicles in the Golf Maintenance lot and use the main door to enter and exit the Golf Maintenance building.
3. Employees should complete requirements under the [Facility Use and Employee Workstation Decontamination Policy](#).
4. Follow the [Hygiene and Respiratory Etiquette Policy](#) (including use of facial coverings and handwashing procedures) at all time.
5. To the extent possible, employees shall work individually with their assigned equipment and vehicles.
 - If an employee is required to exchange equipment or vehicles, they should contact the Golf Supervisors to report the exchange and follow proper decontamination procedures.
6. Employees must follow [Common Spaces Worksite Safety Policies](#).
7. Employee should exit the building following decontamination procedures and ensure all light switches and door handles have been properly sanitized upon exit.

Use of Facilities and Shared Spaces

- Employees performing Golf Maintenance Tasks may use the Golf Maintenance building to store their food and beverages and use the shared appliances, but should not eat indoors unless necessary.
 - Only two employees may eat in the building at one time.
 - Employees should decontaminate appliances and any touched surfaces after use.
 - Employees are encouraged to eat any meals/snacks outside.
- Employees shall use the restroom facilities located nearest to their work environment and shall occupy the facilities only one person at a one time.
 - If an employee travels to the restroom and finds it is locked, the employee may wait standing at least six feet outside the restroom door.

Golf Maintenance Equipment and Vehicle Use Policy

1. All employees who use City vehicles and equipment must follow these guidelines:
2. Only one employee is permitted to occupy a City vehicle at one time, and shall only operate the vehicle or equipment that the employee is assigned, with the following exceptions:
 - a. Public Safety Personnel are conducting work that requires more than one individual in the vehicle. All employees shall adhere to the [Facial Covering \(Masks\) Policy](#).
 - b. Vehicle Maintenance Repair Transport. In this situation, one person shall occupy the driver’s seat and one shall occupy the back seat and both employees shall adhere to the [Facial Covering \(Masks\) Policy](#).
 - c. Public Works Maintenance Work where current vehicle or equipment inventory does not support isolated use. In this situation, to the extent possible, one person shall occupy the driver’s seat and one shall occupy the back seat and both employees shall adhere to the [Facial Covering \(Masks\) Policy](#).
3. If an employee is required to operate machinery or equipment, the employee should make every effort to stay in the equipment or vehicle as much as possible.
4. Employees shall follow the [Department’s Vehicle and Equipment Decontamination Policy](#) for use of all vehicles and equipment.

Golf Maintenance: Facility Cleaning and Disinfecting

The purpose of this policy is to provide employees with procedures to consistently and effectively maintain the cleanliness of City property and facilities, thereby minimizing the spread of germs.

Supplies

The City will provide the necessary equipment and supplies needed to carry out necessary cleaning and disinfecting of facilities, equipment, and vehicles. The CORR Plan Coordinator is responsible for making sure all required supplies are stocked and available. To order supplies, contact Public Safety Staff. All employees should immediately notify the on-duty employee at the Public Safety front desk and their Department's CORR Plan Coordinator (763-512-2356) when inventory is low at Golf Maintenance or any Brookview building. The following supplies will be located at or near each building entrance and each restroom that is in use:

- Spray bottles (3% bleach to water solution or other CDC recommended solution)
- Paper towels
- Hand Sanitizer
- Gloves
- Tissues

All employees are required to follow the City's Facility Use and Employee Workstation Decontamination Policy, and the department-specific cleaning and disinfecting procedures. Employees are encouraged to discuss any concerns and questions with their supervisor or Department Head.

Facility Use and Employee Workstation Decontamination Policy

The City shall follow the preventative measures and recommendations of the Center for Disease Controls (CDC) and OSHA. Employees may refer to the short [video guides](#) for the decontamination procedures below.

All employees entering City facilities, operating City equipment, or handling City property shall follow the procedures listed below.

1. Employees shall obtain the necessary supplies upon entering the Golf Maintenance building.
2. Employees shall use the supplies to decontaminate/wipe down the following:
 - any door handles encountered on the way to their work areas;
 - the employee's personal workspace, and vehicles/equipment ;
 - common places including, door knobs, handles, light switches, surfaces, plumbing fixtures, counter tops, desks, computers, Plexiglas barriers, etc. that the employee touches.
3. Employees may not handle equipment, office supplies, or other such materials belonging to another employee.
 - Any shared electronics, including computer monitors, tablets, and the copier control screens must be cleaned with antibacterial or disinfecting wipes. Employees should not use bleach spray or other harsh chemicals on these items.
 - Keyboards, mice, and other plastic items should be cleaned by a Clorox wipe or by spraying bleach solution into a rag and wiping it down. Employees should ensure liquid solution does not drip into the electronics and allow ample time for drying before use.
4. Employees shall also wash or sanitize their hands upon entry and exit after using the restroom.
5. Employees should wash their hands regularly while performing their tasks in the City facilities.

6. Employees shall follow the same procedures in reverse when exiting the building.

Vehicles and Equipment Decontamination Policy

Employees may regularly use vehicles and equipment during the course of their normal duties. Employees must decontaminate/wipe down assigned vehicles and equipment before and after each use. This includes, but is not limited to door handles, steering wheels, levers, controls, buttons, and the dashboards.

Golf Maintenance: Questions and Additional Resources

Employees with additional questions should contact their Department CORR Plan Coordinator and review the following resources:

- MDH Guidance Library - <https://www.health.state.mn.us/diseases/coronavirus/guidance.html>
- DLI – MNOSHA Resources - <https://www.dli.mn.gov/updates>
- DEED General Industry Guidance - <https://staysafe.mn.gov/industry-guidance/all-businesses.jsp>
- CDC Self Checker - <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>
- CDC Cloth Face Covers - <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html>
- CDC Recommendations for Cloth Face Covers - <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/cloth-face-cover.html>
- CDC Laundering Clothing - <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/disinfecting-your-home.html>
- CDC Disinfecting - <https://www.cdc.gov/coronavirus/2019-ncov/community/clean-disinfect/index.html>
- EPA Disinfectants - <https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2-covid-19>

Golf Maintenance Specific Resources

- DEED - Outdoor Recreation Facilities - <https://staysafe.mn.gov/industry-guidance/outdoor-recreation.jsp>
- DLI – Golf - https://www.dli.mn.gov/sites/default/files/pdf/WSC_guide_golf_courses.pdf

Three One Six: Restaurant Dining and Take-Out Worksite Safety Procedures

Employees shall follow the Personal Protective Equipment, Social Distancing at Work, and Use of Facilities and Shared Spaces procedures while performing work in Phases I, II, and III.

Phase I

Beginning May 2, 2020 the Three One Six shall open for food and beverage take-out orders as allowed under the Executive Order. Staff shall be limited to one employee in Front of House and one employee Back of House, to ensure social distancing.

Phase II

Beginning June 1, 2020 the Three One Six shall open its outdoor patio as allowed under the Executive Order. During Phase II the restaurant shall also begin offering Beverage Cart Services. Phase II may also include opening indoor dining as allowed under future executive orders. The Three One Six Site Plan ([Appendix 31](#)) provides a diagram of table-set up and walking paths. The plan ensures social distancing measures and the table limits established under the Executive Order are maintained at all times.

The Three One Six patio is open for outdoor dining and take-out. Indoor area open for host/check-in area and placing/picking up take-out orders. Indoor areas may be used by the public only as allowed under Executive Order.

1. Outdoor dining:
 - Limited to a maximum of 50 guests at a time;
 - Tables of up to 4 guests (6 guests if one household);
 - Tables will be placed at a minimum of 6 feet apart and shall not to be moved by guests;
 - Outdoor dining will require a reservation and check-in at host area;
 - Menus will be sanitized after each use.
2. Take-out Orders:
 - Guests will place order at walk-up counter equipped with a Plexiglas barrier or via phone;
 - Employees will provide a sanitized pager to the walk-up guest upon ordering;
 - Employees will instruct guest to wait in an outdoor area until notified by pager that food is ready;
 - Guests will pick-up order at designated pick up area.
3. Beverage Cart Services

Staff shall be limited to 2-4 employees in Front of House (FOH) and 1-2 employees in Back of House (BOH), to ensure social distancing and shall only be increased as the restaurant is able to accommodate social distancing measures.

Phase III

During Phase III the level of Indoor Dining may increase as allowed under MDH guidelines. Additional employees may report onsite to fulfill the work as needed.

Personal Protective Equipment

Under this policy, employees working on site shall be required to wear PPE when working.

1. Employees are required to follow the City's [Facial Covering \(Masks\) Policy](#) at all times.

2. Gloves must be worn when:
 - a. Preparing and packaging food;
 - b. Delivering food to guests;
 - c. Clearing and sanitizing tables;
 - d. Physically handling a guest's ID; and
 - e. Stocking beverage cart (Phase II).

Social Distancing at Work

The employees working onsite shall familiarize themselves with all of the policies within this plan and follow the procedures listed below:

1. Complete the health screening procedures under the [Screening and Symptoms Policy](#).
2. Complete the requirements under the [Facility Use and Employee Workstation Decontamination Policy](#).
 - Employees must follow the proper [Three One Six Decontamination Procedures](#).
3. Follow the [Hygiene and Respiratory Etiquette Policy](#) (including use of facial coverings and handwashing procedures) at all time.
4. Follow the [Vehicle and Equipment Use Policy](#).
5. Three One Six shall be open for take-out food and beverage only. No indoor access and no indoor or outdoor seating available.
 - Employees shall follow the *Front of House Operations* and *Back of House Operations*.
6. Employees must follow [Common Spaces Worksite Safety Policies](#).
7. Employee should exit the building following decontamination procedures and ensure all light switches and door handles have been properly sanitized upon exit.

Front of House Operations

FOH employees shall sit near the Three One Six service window to answer phone calls and take to-go food orders. Employees shall take the following steps to accept payments and deliver food orders to customers:

1. Employees shall take payment at the window using credit card only. No cash payments will be accepted.
2. A credit-card machine shall be located on the outside counter. Staff shall not at any time touch a customer's credit card.
3. Employees will use the designated "clean bin" to transport the customer's receipt and a pen through the window.
4. The customer shall place the signed receipt and used pen in the designated "dirty bin."
5. Employees will collect the dirty bin to decontaminate the used pens and file the receipts.
6. Employees shall pick up the prepared orders that have been placed on the warming shelf.
7. Employees may only sell alcoholic beverages to guests if all of the following rules are followed:
 - a. Only the purchase of wine, beer, cider, or seltzer is authorized; and
 - b. All alcohol must be unopened; and
 - c. Alcohol may only be purchased with the purchase of a to-go food item; and
 - d. Only six cans of beer, cider, or seltzer or one bottle of wine is permitted per guest; and
 - i. Purchaser has provided valid identification and has legal ability to purchase alcohol.
 - e. Employees must instruct the customer to remove their identification from any case, and

show the employee both sides of the ID.

- i. The employee should not touch the customer's ID unless the ID is faded, or severely damaged.
- ii. If an ID requires further inspection, the employee should use gloves to accept the ID, and use hand sanitizer immediately upon returning the customer's ID.
- iii. Employees should verbally inform guests that all food and beverage orders must be taken off premises.

Walk-up Counter (Phases II-III)

1. Employees will take orders at the walk-up counter, over the phone, and through the cart ordering system.
2. Guests will wait on designated locations spaced 6 feet apart. Guests will pay for their order at time of pick-up/order.
3. Employees will provide a sanitized pager for guests waiting for orders and direct them to the designated waiting area (path to Lawn Bowling Green).
4. Employees shall page guests when their order is ready and deliver the order to the pick-up area (identified in site plan).

Outdoor Dining (Phases II-III)

1. Reservations will be taken over the phone up to 7 days in advance.
2. Server/Host will check in the reservation and direct guests to their table.
3. Employee will provide menus and wrapped silverware to all guests.
4. If guests would prefer to not use physical menus, employees shall supply the guests with website information for digital menu.
5. Employee will follow the steps-of-service to serve guests throughout visit.
6. Employee should keep distance when taking orders and limit close contact with guests when delivering items.
7. After guests place order, employee will take menus to be decontaminated.
8. Guests will pay for their order at completion of meal.
9. Employee will clear all items from table upon guest's departure and decontaminate table and chairs.

Accepting Payments

Credit Card Payments

1. To-go orders: A credit card machine shall be located on the outside of Plexiglas; Outdoor Dining – employee will deliver check on sanitized check-presenter while wearing gloves.
2. Employees shall not at any time touch a customer's credit card.
3. Employees will use the check presenter to transport the customer's credit card and receipt.
4. The customer shall return the signed receipt and place used pen in the designated "dirty bin."
5. Employees will collect the dirty bin to decontaminate the used pens and decontaminate check presenters after each use.

Cash Payments

1. Once approved by the City Manager and City Attorney, employees may begin to accept cash payments.
2. Employees will wear disposable gloves when handling cash and use check-presenter to transport

cash as needed.

Selling Alcoholic Beverages

Employees selling alcoholic products must instruct the customer to remove their identification from any case, and show the employee both sides of the ID.

1. The employee should not touch the customer’s identification unless the identification is faded, or severely damaged.
2. If an ID requires further inspection, the employee should use gloves to accept the ID, and use hand sanitizer immediately upon returning the customer’s ID.

Back of House Operations

BOH employees shall prepare food listed on the limited menu set by the Restaurant and Catering Manager. Employees shall follow normal operating food safety and sanitization regulations. Additionally, all employees must:

1. Package and deliver food in “food-safe, one-time use, to-go containers.”
2. Once prepared, food orders shall be placed on the warming shelf.

Food and Beverage Deliveries

1. All orders will be placed online, by email, or by phone.
2. Deliveries must come through back restaurant service entrance and be placed on cooler or dry storage area floor.
3. Delivery driver will place invoice in designated back of house location.

Kitchen Preparation

Prior to opening, Three One Six Bar + Grill management staff shall ensure all of the following kitchen preparation measures are taken:

1. Check expiration dates and discard all food items that are out of date or spoiled.
2. Verify that refrigeration and freezers are operating at the required temperatures.
3. Verify warewashing machines are operating at the required wash and rinse temperatures and with the appropriate detergents and sanitizers.
4. Flush water lines, including equipment water lines and connections, according to the manufacturer’s instructions.
5. Clean and sanitize ice machines and ice bins.
6. Follow the requirements of the Minnesota Food Code.
7. If providing a “grab and go” service, stock coolers to no more than minimum levels.
8. Ensure handwashing sinks are accessible and fully stocked with soap, paper towels, handwashing sign, and trash bins.
9. Ensure the person in charge is a Certified Food Protection Manager (CFPM) and that their certification is up to date.
10. Provide food handler training to refresh employees (as needed).

Beverage Cart Operations

Beverage cart will be available for non-alcoholic and alcoholic beverages, along with pre-packaged snack foods. Beverage cart employees shall take the following steps to accept payments and deliver products to customers:

1. Only one employee per cart.

2. Each employee shall be issued a POS device to manage payments.
3. Employee shall wear gloves while stocking and unstocking products onto the cart.
4. A handwashing station will be set up in back cabinet of beverage cart and will include warm water, antibacterial soap, and paper towels.
5. Employees shall process transactions and take payments using POS tablet.
6. Guests will be informed not to touch cart or products, employees only will open and retrieve products from cart.
7. Employees shall complete Beverage Cart Decontamination Procedures.

Use of Facilities and Shared Spaces

- If an employee must use shared devices like printers, copiers, scanners, etc., the employee must decontaminate appropriately after use.
- Employees should attempt to restrict their movements outside of Three One Six.
 - If an employee must travel to another part of the building, the employee should bring a decontamination kit and wipe down any touched surfaces.
- Employees of Three One Six may use the (insert name of breakroom) kitchen/breakroom to store their food and beverages and use the shared appliances.
 - Employees should decontaminate appliances and any touched surfaces after use.
 - Employees are also encouraged to eat any meals/snacks at their own desk.
- Employees shall use the single occupant restroom facilities located near the lobby and shall occupy the facilities only one person at a one time.
- If an employee travels to the restroom and finds it is locked, the employee may wait standing on the floor markers.

Three One Six: Catering and Bar Services Worksite Safety Procedures

Employees shall follow the Personal Protective Equipment, Social Distancing at Work, and Use of Facilities and Shared Spaces procedures while performing work in Phases I, II, and III.

Phase I

All catering and bar services will be closed during Phase I.

Phase II

The City shall move to Phase II as deemed necessary and prudent by the City Manager and Parks and Recreation Director, and as allowed under the relevant Executive Orders. During Phase II, the Three One Six may provide limited catering services provided all relevant MDH and CDC guidelines and regulations are followed. Catering services provided during Phase II may include:

1. Reservations and taking orders
2. Boxed meals and packaged food
3. Bar service
4. Accepting payments
5. Selling alcohol
6. Clean up

Staff shall be limited to one employee in for delivery or bartending services and one employee for food preparation and packaging to ensure social distancing.

Phase III

During Phase III the level of Catering and Bar Services may increase as allowed under MDH guidelines. Additional employees may report onsite to fulfill the work as needed.

Personal Protective Equipment

Under this policy, employees working on site shall be required to wear PPE when working.

1. Employees are required to follow the City's Facial Covering (Masks) Policy at all times.
2. Gloves must be worn when;
 - a. Preparing and packaging food;
 - b. Delivering food to guests; and
 - c. Handling payments.

Social Distancing at Work

The employees working onsite shall familiarize themselves with all of the policies within this plan and follow the procedures listed below:

1. Prior to reporting to work, all employees shall complete the health screening procedures under the [Screening and Symptoms Policy](#).
2. Complete the requirements under the [Facility Use and Employee Workstation Decontamination Policy](#).
 - Employees must follow the proper [Three One Six Decontamination Procedures](#).

3. Follow the [Hygiene and Respiratory Etiquette Policy](#) (including use of facial coverings and handwashing procedures) at all time.
4. Follow the [Vehicle and Equipment Use Policy](#).
5. Three One Six shall provide catering services for on-site groups.
6. Catering services will be limited to boxed and packaged items only.
7. BOH employees shall prepare meals to be delivered to the group’s point of contact. Employees shall follow normal operating food safety and sanitization regulations. Additionally, all employees must:
 - Package and deliver food in “food-safe, one-time use, to-go containers.”

Kitchen Preparation

Prior to opening, Three One Six Bar + Grill management staff shall ensure all of the following kitchen preparation measures are taken:

1. Check expiration dates and discard all food items that are out of date or spoiled.
2. Verify that refrigeration and freezers are operating at the required temperatures.
3. Verify warewashing machines are operating at the required wash and rinse temperatures and with the appropriate detergents and sanitizers.
4. Flush water lines, including equipment water lines and connections, according to the manufacturer’s instructions.
5. Clean and sanitize ice machines and ice bins.
6. Follow the requirements of the Minnesota Food Code.
7. If providing a “grab and go” service, stock coolers to no more than minimum levels.
8. Ensure handwashing sinks are accessible and fully stocked with soap, paper towels, handwashing sign, and trash bins.
9. Ensure the person in charge is a Certified Food Protection Manager (CFPM) and that their certification is up to date.
10. Provide food handler training to refresh employees (as needed).

Dining

Each space will be limited to 25% of fire code capacity with a maximum of 250 in each indoor space, and 250 people in each outdoor space.

- Seating will be assigned to maintain social distancing. Family pods of up to 10 may be seated together without maintaining social distancing of 6 feet.
- Employee will provide wrapped silverware to all guests.
- Employee should keep distance with guests when delivering items.
- Employee will clear all items from table upon guest’s departure and decontaminate table and chairs.

Catering Operations

Catering employees shall consist of staff coordinators, servers, cooks, and dishwashers. Employees shall assist events by following the procedures under this policy.

- Set up staffing includes up to one server or staff coordinator.
- Preparing food staffing includes up to two cooks.
- Delivering food staffing consists of one server or staff coordinator.
 - Boxed meals and packaged food; one server and one cook.

- Plated food; one staff coordinator, one server per 15 guests, and up to 2 cooks.
- Cafeteria style buffet; one staff coordinator, up to 2 servers, and up to 2 cooks.

Reservations and Taking Orders

Catering orders and reservations shall be taken over the phone by the Restaurant and Catering Manager.

Room Set Up

Catering staff shall set up all the catering equipment and linens while observing social distancing and wearing masks and gloves. Building staff shall set up the furniture in the room according to the appropriate room layout.

Boxed Meals and Packaged Foods

1. Cooks will prepare meals and place in food safe boxes.
 - Employees shall follow normal operating food safety and sanitization regulations. Additionally, all employees must package and deliver food on plates, baskets, or “food-safe, one-time use, to-go containers.”
2. Staff will deliver meals to events point of contact. Staff will wear gloves when delivering meals using a sanitized cart, and place on sanitized table.

Bar Service Operations

Bar service employees shall consist of staff coordinators, and bartenders. Employees will provide alcoholic and non-alcoholic beverage by following the procedures under this policy.

1. Staff will wear new gloves when preparing beverages and handling product.
2. Guests will order beverages at bar protected by Plexiglas shields.
3. Staff will keep tabs for guests until the end of the event using a credit card and finalize payments at the end using gloves.

Accepting Payments

Credit Card Payments

1. Employee will wear gloves while processing credit cards.
2. Employees will use the check presenter to transport the customer’s credit card and receipt.
3. The customer shall return the signed receipt and place used pen in the designated “dirty bin.”
4. Employees will collect the dirty bin to decontaminate the used pens and decontaminate check presenters after each use.

Cash Payments

Employees may accept cash payments only upon approval of the City Manager.

1. Employees shall wear disposable gloves when handling cash and use check-presenter to transport cash as needed. Gloves will be disposed of immediately after handling cash.

Selling Alcoholic Beverages

Employees selling alcoholic products must instruct the customer to remove their identification from any case, and show the employee both sides of the ID.

1. The employee should not touch the customer’s identification unless the identification is faded, or severely damaged.
2. If an ID requires further inspection, the employee should use gloves to accept the ID, and use hand sanitizer immediately upon returning the customer’s ID.

Social Distancing at Work

To ensure the safety of employees and visitors, the Three One Six has implemented administrative and engineering social distancing controls. The employees working onsite shall familiarize themselves with all of the policies within this plan and follow the procedures listed below:

1. Prior to going in to the office, employees must complete a health-screening under the [Screening and Symptoms Policy](#).
2. Employees shall park their vehicles in the (insert name of parking lot) parking lot and use the (insert name of door) to enter and exit the building.
3. Employees should complete requirements under the [Facility Use and Employee Workstation Decontamination Policy](#).
 - Employees must follow the proper [Three One Six Decontamination Procedures](#).
4. Follow the [Hygiene and Respiratory Etiquette Policy](#) (including use of facial coverings and hand washing procedures) at all times.
5. To the extent possible, employees shall work at their individual workstations and maintain social distance from other individuals on-site. Staff shall be limited to 2-4 employees in Front of House (FOH) and 1-2 employees in Back of House (BOH), to ensure social distancing.
6. Employees must follow [Common Spaces Worksite Safety Policies](#).
7. Follow the [Vehicle and Equipment Use Policy](#).
8. Employee should exit the building following decontamination procedures and ensure all light switches and door handles have been properly sanitized upon exit.

Reservations and Taking orders

Catering orders and reservations shall be taken over the phone by the Restaurant and Catering Manager.

Dining

1. Each space will be limited to 25% of fire code capacity with a maximum of 250 in each indoor space, and 250 people in each outdoor space.
2. Seating will be assigned to maintain social distancing. Family pods of up to 10 may be seated together without maintaining social distancing of 6 feet.
3. Employee will provide wrapped silverware to all guests.
4. Employee should keep distance with guests when delivering items.
5. Employee will clear all items from table upon guest's departure and decontaminate table and chairs.

Plated Meals

1. Cooks will prepare meals and place in hotbox and cooler until time of event.
2. Staff will plate meals in the catering kitchen.
3. Servers will deliver meals carried on trays to guests and clear plates and utensils wearing masks and gloves.
4. Dishwashers will clean and sanitize plates and utensils.

Accepting Payments

Credit Card Payments

1. Employee will process credit cards while wearing gloves.
2. Employees will use the check presenter to transport the customer's credit card and receipt.

3. The customer shall return the signed receipt and place used pen in the designated “dirty bin.”
4. Employees will collect the dirty bin to decontaminate the used pens and decontaminate check presenters after each use.

Cash Payments

Employees may accept cash payments only upon approval of the City Manager.

1. Employees will wear disposable gloves when handling cash and use check-presenter to transport cash as needed. Gloves will be disposed of immediately after handling cash.

Selling Alcoholic Beverages

Employees selling alcoholic products must instruct the customer to remove their identification from any case, and show the employee both sides of the ID.

1. The employee should not touch the customer’s identification unless the identification is faded, or severely damaged.
2. If an ID requires further inspection, the employee should use gloves to accept the ID, and use hand sanitizer immediately upon returning the customer’s ID.

Use of Facilities and Shared Spaces

- If an employee must use shared devices like printers, copiers, scanners, etc., the employee must decontaminate appropriately after use.
- Employees should attempt to restrict their movements outside of Three One Six.
 - If an employee must travel to another part of the building, the employee should bring a decontamination kit and wipe down any touched surfaces.
- Employees of Three One Six may use the kitchen/breakroom to store their food and beverages and use the shared appliances.
 - Employees should decontaminate appliances and any touched surfaces after use.
 - Employees are also encouraged to eat any meals/snacks at their own desk.
- Employees shall use the single occupant restroom facilities located near the lobby and shall occupy the facilities only one person at a one time.
 - If an employee travels to the restroom and finds it is locked, the employee may wait standing on the floor markers.

Three One Six Equipment and Vehicle Use Policy

1. All employees who use City vehicles and equipment must follow these guidelines:
2. Only one employee is permitted to occupy a City vehicle at one time, and shall only operate the vehicle or equipment that the employee is assigned, with the following exceptions:
 - a. Public Safety Personnel are conducting work that requires more than one individual in the vehicle. All employees shall adhere to the [Facial Covering \(Masks\) Policy](#).
 - b. Vehicle Maintenance Repair Transport. In this situation, one person shall occupy the driver’s seat and one shall occupy the back seat and both employees shall adhere to the [Facial Covering \(Masks\) Policy](#).
 - c. Public Works Maintenance Work where current vehicle or equipment inventory does not support isolated use. In this situation, to the extent possible, one person shall occupy the driver’s seat and one shall occupy the back seat and both employees shall adhere to the [Facial Covering \(Masks\) Policy](#).

3. If an employee is required to operate machinery or equipment, the employee should make every effort to stay in the equipment or vehicle as much as possible.
4. Employees shall follow the [Department's Vehicle and Equipment Decontamination Policy](#) for use of all vehicles and equipment.

Three One Six: Facility Cleaning and Disinfecting

The purpose of this policy is to provide employees with procedures to consistently and effectively maintain the cleanliness of City property and facilities, thereby minimizing the spread of germs.

Supplies

The City will provide the necessary equipment and supplies needed to carry out necessary cleaning and disinfecting of facilities, equipment, and vehicles. The CORR Plan Coordinator is responsible for making sure all required supplies are stocked and available. To order supplies, contact Public Safety Staff. All employees should immediately notify the on-duty employee at the Public Safety front desk and their Department's CORR Plan Coordinator (763-593-8056) when inventory is low in any City facility. The following supplies will be located at or near each building entrance and in each restroom that is in use:

- Spray bottles (3% bleach to water solution or other CDC recommended solution)
- Paper towels
- Hand Sanitizer
- Gloves
- Tissues

All employees are required to follow the City's Facility Use and Employee Workstation Decontamination Policy, and the department-specific cleaning and disinfecting procedures. Employees are encouraged to discuss any concerns and questions with their supervisor or Department Head.

Facility Use and Employee Workstation Decontamination Policy

The City shall follow the preventative measures and recommendations of the Center for Disease Controls (CDC) and Occupational Safety and Health Administration (OSHA). Employees may refer to the short [video guides](#) for the decontamination procedures below.

All employees entering City facilities, operating City equipment, or handling City property shall follow the procedures listed below.

1. Employees shall obtain the necessary supplies upon entering the building through the Brookview employee entrance door. Supplies shall be located inside the door.
2. Employees shall use the supplies to decontaminate/wipe down the following:
 - any door handles encountered on the way to their work areas;
 - the employee's personal workspace; and
 - common places including, door knobs, handles, light switches, surfaces, plumbing fixtures, counter tops, desks, computers, Plexiglas barriers, etc., that the employee touches.
3. Employees may not handle equipment, office supplies, or other such materials belonging to another employee.
 - Any shared electronics, including computer monitors, tablets, and the copier control screens must be cleaned with antibacterial or disinfecting wipes after each use. Employees should not use bleach spray or other harsh chemicals on these items.
 - Keyboards, mice, and other plastic items should be cleaned by a disinfectant wipe or by spraying bleach solution into a rag and wiping it down. Employees should ensure liquid solution does not drip into the electronics and allow ample time for drying before use.
4. Employees shall also wash their hands upon entry and exit from the backdoor of the building and after using the restroom.

5. Employees should wash their hands regularly while performing their tasks in the City facilities.
6. Employees shall follow the same procedures in reverse when exiting the building.

Three One Six Bar + Grill Specific Decontamination Policy

All employees working in the Three One Six shall follow the procedures listed below.

1. Beginning of shift:
 - Decontaminate and sanitize all workspaces including counter tops, phones, computers, tablets, and equipment;
 - Each employee should set up sanitizing bucket with towels for their station;
 - Decontaminate all tables and chairs in the employee’s assigned section.
2. Continuously:
 - Sanitize credit card machine between each use;
 - Sanitize check presenters and pens after each use;
 - Sanitize menus after each use;
 - Sanitize tables and chairs upon guests departure;
 - Every 30 minutes employees should decontaminate:
 - Doors and door handles (leave doors open when weather permitting);
 - Plexiglas;
 - Counter tops;
 - Any high-touch areas.
3. End of shifts:
 - Decontaminate and sanitize all workspaces including counter tops, phones, computers, tablets, and equipment;
 - Empty sanitizing bucket and throw any towels in dirty bin.
4. After Shift:
 - Launder/wash uniform prior to next shift.
5. Kitchen staff should sanitize the following at the beginning of their shift, during shift, and conclusion of shift:
 - All cooking equipment, utensils, and containers;
 - All cooking and preparation counters;
 - Prep station cutting boards, cupboard doors and handles;
 - Walk-in cooler doors and handles;
 - All sinks, faucets, knobs, and basins.

Beverage Cart Specific Decontamination Policy

All employees working on the beverage cart shall follow the procedures listed below.

1. Beginning of shifts:
 - Decontaminate and sanitize beverage cart including seat, steering wheel, cabinets, bins, and ledges using a 3% bleach/water mixture.
 - Fill handwashing station.
2. Continuously:
 - Sanitize credit card machine between each use.
 - Monitor and sanitize areas that guests have had contact with.
3. End of shifts:

- Decontaminate and sanitize beverage cart including seat, steering wheel, cabinets, bins, and ledges using a 3% bleach/water mixture.
 - Empty handwashing station.
 - Run any used equipment through sanitizing machine.
4. After shifts:
- Launder/wash uniform prior to next shift.

Vehicles and Equipment Decontamination Policy

Employees may regularly use vehicles and equipment during the course of their normal duties. Employees must decontaminate/wipe down assigned vehicles and equipment before and after each use. This includes, but is not limited to door handles, steering wheels, levers, controls, buttons, and the dashboards.

Three One Six: Questions and Additional Resources

Employees with additional questions should contact their Department CORR Plan Coordinator and review the following resources:

- MDH Guidance Library - <https://www.health.state.mn.us/diseases/coronavirus/guidance.html>
- DLI – MNOSHA Resources - <https://www.dli.mn.gov/updates>
- DEED General Industry Guidance - <https://staysafe.mn.gov/industry-guidance/all-businesses.jsp>
- CDC Self Checker - <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>
- CDC Cloth Face Covers - <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html>
- CDC Recommendations for Cloth Face Covers - <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/cloth-face-cover.html>
- CDC Laundering Clothing - <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/disinfecting-your-home.html>
- CDC Disinfecting - <https://www.cdc.gov/coronavirus/2019-ncov/community/clean-disinfect/index.html>
- EPA Disinfectants - <https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2-covid-19>

Three One Six and Catering Specific Resources

- Restaurants and Bars - <https://staysafe.mn.gov/industry-guidance/restaurants-bars.jsp>
- Recreational Entertainment - <https://staysafe.mn.gov/industry-guidance/entertainment.jsp>
- Food Safety - <https://www.health.state.mn.us/people/foodsafety/emergency/covid.html>

Physical Development Worksite Safety Plan

This section contains the Physical Development Department specific policies that employees must follow while at work. The purpose of this section is to provide detailed instructions to employees so that they can perform the essential functions of their jobs safely. These procedures are in addition to all other requirements in this CORR Plan. These procedures may be updated as needed and employees are encouraged to share ideas for improving these procedures with their supervisor. This plan includes the following:

1. Function-Specific Worksite Safety Procedures:
 - Personal Protective Equipment (PPE);
 - Social distancing guidelines.
 - To ensure the safety of employees and visitors, the Parks and Recreation Department has implemented several administrative and engineering social distancing controls.
2. Facility Cleaning, Disinfecting, and Decontamination Procedures

List of Department Functions

The Physical Development consists of four divisions: Engineering, Inspections, Physical Development, and Planning. The Physical Development Department’s Worksite Safety Plan addresses the following broad functions:

- Employee Desk Work and Customer Service Counter
- Field Inspections

The specific worksite safety procedures for each of these functions is listed below.

Phased Approach

The City will use the following criteria to determine who and when to bring in to the office.

- Phase I: Employees shall only report onsite for work that cannot be completed remotely.
- Phase II: Employees are able to work remotely, but service levels are significantly decreased, or certain department functions are not being done.
- Phase III: Employees are able to work remotely, but the City is ready to resume business operations on-site.

Physical Development: Employee Desk Work and Customer Service Counter Worksite Safety Procedures

Employees shall follow the Personal Protective Equipment, Social Distancing at Work, and Use of Facilities and Shared Spaces procedures while performing work in Phases I, II, and III.

Phase I

All employees should telework to the extent possible. All customer service responsibilities shall be conducted remotely. The Physical Development Customer Service Counter is closed. Employees may go onsite for limited work that cannot be conducted remotely. Only two employees may work in the lower level at one time (one administrative staff member and one non-administrative staff member).

Phase II

The Physical Development department shall operate on-site only to the extent that critical work cannot be completed remotely and to meet the needs of the public. The City shall move to Phase II as deemed necessary by the City Manager and Physical Development Director, and as allowed under Executive Orders. The customer service counter shall be open for appointments only. Employees may begin working onsite in a limited capacity, including scheduled customer service appointments, as requested by the employee and as approved by the City Manager. Only three employees may work in each division area at one time (two administrative staff member and one non-administrative staff member).

Phase III

Employees may return to the office conduct regular work at their desks. Plexiglas barriers shall be installed on each cubical to provide a protective barrier. The Customer Service desk is open for both appointments and walk-ins.

Personal Protective Equipment

Under the limited circumstances in which employees come on-site, employees shall not be required to use PPE beyond what is required under the Facial Coverings Policy.

Social Distancing at Work

The individuals reporting onsite shall familiarize themselves with all of the policies within this plan and follow the procedures listed below:

1. Employees must schedule themselves for onsite work using the appropriate scheduling platform
2. Employees must complete a health-screening under the [Screening and Symptoms Policy](#).
3. Employees shall park their vehicles in the back parking lot and use the Physical Development back door to enter and exit the building.
4. Complete requirements under the [Facility Use and Employee Workstation Decontamination Policy](#).
5. Follow the [Hygiene and Respiratory Etiquette Policy](#) (including use of facial coverings and handwashing procedures) at all time
6. Follow [Vehicle and Equipment Use Policy](#).
7. Employees should follow *Customer Service Counter Procedures* below (Phases II-III).
8. When not attending to a customer at the counter, employees shall work at their individual workstations and maintain social distance from other individuals on-site.

- Employees may not sit at directly adjacent workstations.
 - Employees are encouraged to communicate via phone, email, and video communications whenever possible and shall avoid congregating in any areas.
9. Employees must follow [Common Spaces Worksite Safety Policies](#).
 10. Employees should exit the building following decontamination procedures and ensure all light switches and door handles have been properly sanitized upon exit.

Customer Service Counter

To the greatest extent possible, transactions and interactions shall be completed electronically, by telephone, or mail.

Appointments

Employees may provide on-site service through appointments and shall follow these procedures:

1. Appointments shall be scheduled using scheduling software determined by the City.
2. Only one customer interaction will take place at the counter at one time.
3. Customers will check-in via cell phone and wait in their vehicle or outside of City Hall.
4. At the time of the appointment, the appropriate staff member will inform the customer they are ready for the appointment.
5. The staff member will meet the customer at the door to let them into City Hall and complete the transaction at the front counter.
6. The employee shall work with the customers at the customer service counter, and stay behind the Plexiglas barrier at all times.
7. If the employee touches the customers' papers or other items, or shares pens, the employee shall wear gloves and decontaminate all items after use.
8. The employee shall decontaminate the counter top and use hand sanitizer after each customer.

Walk-Ins

During office hours, the Physical Development department must have at least one employee is available to respond to the customer service desk. If a customer enters City Hall and is routed to the Physical Development department the employee responsible will meet the customer at the counter. Additionally:

1. The employee will stay behind the Plexiglas barrier at all times.
2. The employee will wear gloves if they are required to exchange materials.
3. If the employee is unable to help the customer for any reason, they should make every attempt to locate another staff person who can help them.
 - If the appropriate employee is not available, the employee should take down the customer's name and phone number and email the information to the appropriate staff person.
 - If the appropriate employee is available, all surfaces shall be decontaminated and the service desk employee shall return to their desk.
4. After each meeting all high-touch surfaces and objects shall be decontaminated and the employee shall use hand sanitizer.

Use of Facilities and Shared Spaces

- If an employee must use shared devices like printers, copiers, scanners, etc., the employee must decontaminate appropriately after use.

- Employees should attempt to restrict their movements outside of the Physical Development department.
 - If an employee must travel to another part of the building, the employee should bring a decontamination kit and wipe down any touched surfaces.
- Employees may use the lower level breakroom/kitchen to store their food and beverages and use the shared appliances.
 - Employees should decontaminate appliances and any touched surfaces after use.
 - Employees are also encouraged to eat any meals/snacks at their own desk.
- Employees shall use the restroom facilities located on the lower level and shall occupy the facilities only one person at a one time.
 - If an employee travels to the restroom and finds it is locked, the employee may wait standing in the hallway on the floor markers.
- Only one employee may be in the Mud Room/Plan Review area at one time.
 - The door to the mudroom from the hallway shall remain open at all times and employees must not use the Mud Room door to the Plan Review area.

Physical Development: Field Inspections Worksite Safety Procedures

Employees shall follow the Personal Protective Equipment, Social Distancing at Work, and Use of Facilities and Shared Spaces procedures while performing work in Phases I, II, and III.

Phase I

All employees should telework to the extent possible and shall perform field inspections through the use of video, live stream video (e.g., FaceTime), or by review of high-quality pictures submitted by the permit holder. If pictures or video are not available or practical, the Building Official or City Engineer may authorize an on-site field inspection.

Phases II

Employees shall continue conducting virtual inspections. However, employees may perform inspections of occupied homes when no other individual is present, and work cannot be reasonably completed in any other way.

Phase III

Employees may conduct virtual or in-person inspections.

Personal Protective Equipment

If inspecting an unoccupied dwelling, beyond what is required under the Facial Coverings Policy employees shall only be required to wear gloves. If an employee is inspecting an occupied home or building the employee must wear:

- KN95 mask or equivalent;
- Face shield or close-fitting eye protection; and
- Gloves and shoe covers.

Social Distancing at Work

To the extent possible, all employees shall telework. A field inspection should only take place when:

- The field inspection takes place outside, such as a new construction site, and the employee does not enter a building, construction trailer, or vehicle with another occupant;
- The employee follows all social distancing requirements related to COVID-19 and recommended by the Centers for Disease Control and Prevention (as amended from time to time);
- The job site or inspection location is unoccupied by others; and
- The employee does not enter an occupied or inhabited home.

If any employee, upon arrival at a job site, may elect not to complete an inspection if they determine the conditions are unsafe, unsanitary, or social distancing protocols have not been or cannot be followed. If an employee determines that an inspection will not take place, the employee shall immediately notify their supervisor and department head.

Additionally, employees must follow these procedures:

1. Complete a health-screening under the [Screening and Symptoms Policy](#).
2. Follow [Vehicle and Equipment Use Policy](#).

3. Complete requirements under the [Facility Use and Employee Workstation Decontamination Policy](#).
4. Follow the [Hygiene and Respiratory Etiquette Policy](#) (including use of facial coverings and handwashing procedures) at all time.
5. Employees must follow [Common Spaces Worksite Safety Policies](#).
6. Employees must also only enter occupied or inhabited homes/buildings under the conditions below.
7. Employees should exit the building following decontamination procedures and ensure all light switches and door handles have been properly sanitized upon exit.

Entering Occupied or Inhabited Homes/Buildings

Employees may enter occupied or inhabited homes or buildings if:

- Completion of the work, inspection, or observation is urgent and cannot be done outside of the structure or virtually.
- No persons other than the staff member and the owner/tenant or their representative are present.
- Owner/tenant/representative is not displaying symptoms of COVID-19.

Use of Facilities and Shared Spaces

- If an employee must use shared devices like printers, copiers, scanners, etc., the employee must decontaminate appropriately after use.
- Employees should attempt to restrict their movements outside of the Physical Development department.
 - If an employee must travel to another part of the building, the employee should bring a decontamination kit and wipe down any touched surfaces.
- Employees may use the lower level breakroom/kitchen to store their food and beverages and use the shared appliances.
 - Employees should decontaminate appliances and any touched surfaces after use.
 - Employees are also encouraged to eat any meals/snacks at their own desk.
- Employees shall use the restroom facilities located on the lower level and shall occupy the facilities only one person at a one time.
 - If an employee travels to the restroom and finds it is locked, the employee may wait standing in the hallway on the floor markers.
- Only one employee may be in the Mud Room/Plan Review area at one time.
 - The door to the mudroom from the hallway shall remain open at all times and employees must not use the Mud Room door to the Plan Review area.

Physical Development: Vehicle and Equipment Use Policy

All employees who use City vehicles and equipment must follow these guidelines:

1. Only one employee is permitted to occupy a City vehicle at one time, and shall only operate the vehicle or equipment that the employee is assigned, with the following exceptions:
 - a. Public Safety Personnel are conducting work that requires more than one individual in the vehicle. All employees shall adhere to the [Facial Covering \(Masks\) Policy](#).
 - b. Vehicle Maintenance Repair Transport. In this situation, one person shall occupy the driver's seat and one shall occupy the back seat and both employees shall adhere to the [Facial Covering \(Masks\) Policy](#).

- c. Public Works Maintenance Work where current vehicle or equipment inventory does not support isolated use. In this situation, to the extent possible, one person shall occupy the driver's seat and one shall occupy the back seat and both employees shall adhere to the [Facial Covering \(Masks\) Policy](#).
2. If an employee is required to operate machinery or equipment, the employee should make every effort to stay in the equipment or vehicle as much as possible.
3. Employees shall follow the [Department's Vehicle and Equipment Decontamination Policy](#) for use of all vehicles and equipment.

Physical Development: Facility Cleaning and Disinfecting

The purpose of this policy is to provide employees with procedures to consistently and effectively maintain the cleanliness of City property and facilities, thereby minimizing the spread of germs.

Supplies

The City will provide the necessary equipment and supplies needed to carry out necessary cleaning and disinfecting of facilities, equipment, and vehicles. The CORR Plan Coordinator is responsible for making sure all required supplies are stocked and available. To order supplies, contact Public Safety Staff. All employees should immediately notify the on-duty employee at the Public Safety front desk (763-593-8079) and their Department's CORR Plan Coordinator (763-593-8056) when inventory is low in any City facility. The following supplies will be located at or near each building entrance and in each restroom that is in use:

- Spray bottles (3% bleach to water solution or other CDC recommended solution)
- Paper towels
- Hand Sanitizer
- Gloves
- Tissues

All employees are required to follow the City's Facility Use and Employee Workstation Decontamination Policy, and the department-specific cleaning and disinfecting procedures. Employees are encouraged to discuss any concerns and questions with their supervisor or Department Head.

Facility Use and Employee Workstation Decontamination Policy

The City shall follow the preventative measures and recommendations of the Center for Disease Controls (CDC) and Occupational Safety and Health Administration (OSHA). Employees may refer to the short [video guides](#) for the decontamination procedures below.

All employees entering City facilities, operating City equipment, or handling City property shall follow the procedures listed below.

1. Employees shall obtain the necessary supplies upon entering the lower level of the building.
 - Wipes, Paper towels, spray bottles with bleach solution, hand sanitizer, disposal face masks and other supplies will be located on a table near the front counter entry and on a table in the lower level corridor near the rear entry door. Supplies will also be located on a table in central area of the lower level.
2. Employees shall use the supplies to decontaminate/wipe down the following:
 - any door handles encountered on the way to their work areas,
 - the employee's personal workspace, and
 - common places including, door knobs, handles, light switches, surfaces, plumbing fixtures, counter tops, desks, computers, Plexiglas barriers, etc. that the employee touches.
3. Employees may not handle equipment, office supplies, or other such materials belonging to another employee.
 - Any shared electronics, including computer monitors, tablets, and the copier control screens must be cleaned with antibacterial or disinfecting wipes. Employees should not use bleach spray or other harsh chemicals on these items.

- Keyboards, mice, and other plastic items should be cleaned by a disinfectant wipe or by spraying bleach solution into a rag and wiping it down. Employees should ensure liquid solution does not drip into the electronics and allow ample time for drying before use.
- 4. Employees shall also wash or sanitize their hands upon entry and exit of the building and after using the restroom.
- 5. Employees should wash their hands regularly while performing their tasks in the City facilities.
- 6. Employees shall follow the same procedures in reverse when exiting the building.

Vehicles and Equipment Decontamination Policy

Employees may regularly use vehicles and equipment during the course of their normal duties. Employees must decontaminate/wipe down assigned vehicles and equipment before and after each use. This includes, but is not limited to door handles, steering wheels, levers, controls, buttons, and the dashboards.

Physical Development: Questions and Additional Resources

Employees with additional questions should contact their Department CORR Plan Coordinator and review the following resources:

- MDH Guidance Library - <https://www.health.state.mn.us/diseases/coronavirus/guidance.html>
- DLI – MNOSHA Resources - <https://www.dli.mn.gov/updates>
- DEED General Industry Guidance - <https://staysafe.mn.gov/industry-guidance/all-businesses.jsp>
- CDC Self Checker - <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>
- CDC Cloth Face Covers - <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html>
- CDC Recommendations for Cloth Face Covers - <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/cloth-face-cover.html>
- CDC Laundering Clothing - <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/disinfecting-your-home.html>
- CDC Disinfecting - <https://www.cdc.gov/coronavirus/2019-ncov/community/clean-disinfect/index.html>
- EPA Disinfectants - <https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2-covid-19>

Public Safety: Fire Department Worksite Safety Plan

This section contains Fire Department specific policies that fire department employees must follow while at work. The purpose of this section is to provide detailed instructions to employees so that they can perform the essential functions of their jobs safely. These procedures are in addition to all other requirements in this CORR Plan. These procedures may be updated as needed and employees are encouraged to share ideas for improving these procedures with their supervisor.

1. Function-Specific Worksite Safety Procedures:
 - Personal Protective Equipment (PPE);
 - Social distancing guidelines
 - To ensure the safety of employees and visitors, the department has implemented several administrative and engineering social distancing controls.
2. Facility Cleaning, Disinfecting, and Decontamination Procedures

List of Department Functions

The Fire Department’s Worksite Safety Plan addresses the following broad functions:

- Administrative (office work, full-time staff)
- Emergency Response (full-time and POC Firefighters)
- Fire and Property Maintenance (Inspectors)
- Training (full-time and POC Firefighters)
- Duty Crews (POC FF)

Phased Approach

The City will use the following criteria to determine who to bring in to the office and when.

- Phase I: Employees shall only report onsite for work that cannot be completed remotely.
- Phase II: Employees are able to work remotely, but service levels are significantly decreased, or certain department functions are not being done.
- Phase III: Employees are able to work remotely, but the City is ready to resume business operations on-site.

Fire Department Administrative Work Worksite Safety Procedures

Employees shall follow the Personal Protective Equipment, Social Distancing at Work, and Use of Facilities and Shared Spaces procedures while performing work in Phases I, II, and III.

Phase I

To the extent possible, all employees shall telework during Phase I and all staff meetings shall be held virtually. All Fire Stations shall be closed to the public during Phase I. The Fire Department Administrative Assistant and Fire Chief shall telework to complete their duties. The Deputy Chief, Assistant Chief, and Fire Inspections/Property Maintenance Specialists shall work in the office to meet the needs for daytime emergency response capabilities. Currently, the two Fire Inspections/Property Maintenance Specialists share an office, but one is on leave, so there is no need for additional engineered controls. If the second Specialist returns during Phase I, one of the two will be relocated to a different location to achieve social distancing.

Phase II

All Fire Stations shall be closed to the public during Phase II. The Fire Department Administrative Assistant shall telework during Phase II. The Chief, Deputy Chief, Assistant Chief, and Fire Inspections/Property Maintenance Specialists will work in the office to meet the needs for daytime emergency response capabilities. Currently the two Fire Inspections/Property Maintenance Specialists share an office, but one is on leave, so there is no need for additional engineered controls. If the second Specialist returns during Phase II, one of the two will be relocated to a different location to achieve social distancing.

Phase III

The Fire Department shall operate on-site only to the extent that critical work cannot be completed remotely and to meet the needs of the public. The Fire Department shall move to Phase II as deemed necessary by the City Manager and City Attorney, and as allowed under Executive Orders. Unless otherwise directed by the Fire Chief, all full-time Fire Department staff will be on site and working in their offices. Currently the two Fire Inspections/Property Maintenance Specialists share an office, but one is on leave, so there is no need for additional engineered controls. If the second Specialist returns during Phase III, one of the two will be relocated to a different location to achieve social distancing. During Phase III, Staff shall report to work as directed by the Fire Chief, but the meetings may still be held virtually and some employees may continue to telework. During Phase III, all Fire Stations will reopen to a limited number of visitors as provided in the visitor procedures below.

Personal Protective Equipment

During in person work, employees shall continue to follow the Facial Covering (Masks) Policy as well as all current department policies on the use of masks and Personal Protective Equipment (PPE).

Social Distancing at Work

The individuals reporting onsite shall familiarize themselves with all of the policies within this plan and follow the procedures listed below:

1. Prior to going in to the office, employees must complete a health-screening under the [Screening and Symptoms Policy](#).
2. Employees shall park their vehicles in the public safety parking lot closes to Rhode Island Avenue North and use whichever of the two service doors to the apparatus bay is closest to where they

parked to enter and exit the building. At Stations 2 and 3, employees shall park in the main lot and use the service door to the apparatus bay to enter and exit the building.

3. Employees should complete requirements under the [Facility Use and Employee Workstation Decontamination Policy](#).
4. Follow the [Hygiene and Respiratory Etiquette Policy](#) (including use of facial coverings and handwashing procedures) at all times.
5. To the extent possible, employees shall work at their individual workstations and maintain social distance from other individuals on-site.
6. Follow [Vehicle and Equipment Use Policy](#).
7. Employees must follow [Common Spaces Worksite Safety Policies](#).
8. Employee should exit the building following decontamination procedures and ensure all light switches and door handles have been properly sanitized upon exit.

Visitors

All visitors will be limited to small groups based on the social distancing guidelines in effect at the time of the visit. The staff member that schedules or hosts the visit shall provide visitors with the [Visitor on Site Health Policy](#). Visitors shall follow all of the requirements of that policy.

Use of Facilities and Shared Spaces

- If an employee must use shared devices like printers, copiers, scanners, etc., the employee must decontaminate appropriately after use.
- Employees of the Fire Department may use the Fire Station’s kitchen/breakroom to store their food and beverages and use the shared appliances.
 - Employees should decontaminate appliances and any touched surfaces after use.
 - Employees are also encouraged to eat any meals/snacks at their own desk.
- Employees shall use the restroom facilities located within the Fire Station and shall occupy the facilities only one person at a one time.
 - If an employee travels to the restroom and finds it is locked, the employee may wait standing near the floor markers.
- The door between the fire station and the shared hallway with the Police Department shall be propped open during normal Fire Department work hours to eliminate the need to open the door.

Fire Emergency Response Worksite Safety Procedures

Employees shall follow the Personal Protective Equipment, Social Distancing at Work, and Use of Facilities and Shared Spaces procedures while performing work in Phases I, II, and III.

Phases I, II and III

Emergency response is a critical service of the Fire Department and, therefore, will be conducted continuously during Phases I-III.

Personal Protective Equipment

Employees shall follow the Facial Covering (Masks) Policy as well as all current department policies on the use of Masks and Personal Protective Equipment (PPE). Firefighters shall wear a cloth facial covering, simple mask, N95 mask, or SCBA mask on all calls, based on the nature of the call. Each firefighter has been issued two simple masks to wear when responding on calls or when in the station.

Social Distancing at Work

The individuals reporting onsite shall familiarize themselves with all of the policies within this plan and follow the procedures listed below:

1. Prior to going in to the office, employees must complete a health-screening under the [Screening and Symptoms Policy](#).
2. Employees shall park their vehicles in the public safety parking lot closes to Rhode Island Avenue North and use whichever of the two service doors to the apparatus bay is closest to where they parked to enter and exit the building. At Stations 2 and 3, employees shall park in the main lot and use the service door to the apparatus bay to enter and exit the building.
3. Employees should complete requirements under the [Facility Use and Employee Workstation Decontamination Policy](#).
4. Follow the [Hygiene and Respiratory Etiquette Policy](#) (including use of facial coverings and handwashing procedures) at all times.
5. To the extent possible, employees shall work at their individual workstations and maintain social distance from other individuals on-site.
6. Employees must follow [Common Spaces Worksite Safety Policies](#).
7. Employees shall follow the [Vehicle and Equipment Use Policy](#).
8. Employee should exit the building following decontamination procedures and ensure all light switches and door handles have been properly sanitized upon exit.

Responding to Calls

To the greatest extent possible, firefighters must maintain social distancing before, during, and after all fire calls. Firefighters shall be released from the scene and stations as soon as it is feasible. Responding fire officers shall use their discretion to hold firefighters at the station, rather than responding in an apparatus. Firefighters may be asked to remain at the fire station(s) if additional resources are deemed necessary.

Gatherings in Fire Station

- Visitors are not allowed in fire stations before, during, or after emergency call responses.
- Paid-on-Call Firefighters shall not gather in fire stations before or after being released by the officer in charge.

Use of Facilities and Shared Spaces

- If an employee must use shared devices like printers, copiers, scanners, etc., the employee must decontaminate appropriately after use.
 - Employees of the Fire Department may use the Fire Station's kitchen/breakroom to store their food and beverages and use the shared appliances.
 - Employees should decontaminate appliances and any touched surfaces after use.
- Employees are also encouraged to eat any meals/snacks at their own desk.
- Employees shall use the restroom facilities located within the Fire Station and shall occupy the facilities only one person at a one time.
 - If an employee travels to the restroom and finds it is locked, the employee may wait standing near the floor markers.

Fire & Property Maintenance Inspections Worksite Safety Procedures

Employees shall follow the Personal Protective Equipment, Social Distancing at Work, and Use of Facilities and Shared Spaces procedures while performing work in Phases I, II, and III.

Phase I

During Phase I, no field inspections shall take place unless the Deputy Fire Marshal determines there is an immediate need due to life safety or other reasons. Where possible, inspections activities should utilize the sharing of video, photographs, or other documentation methods.

Phase II

During Phase II, field inspections may take place following the procedures in this section. Where possible, inspections activities should utilize the sharing of video, photographs, or other documentation methods. The City shall move to Phase II as deemed necessary by the City Manager and City Attorney, and as allowed under Executive Orders.

Phase III

During Phase III, Inspectors may complete regular inspections following the policies below. When possible and practical, inspections shall be completed through use of photographs and/or video. All regular inspections shall resume. The City shall move to Phase III as deemed necessary by the City Manager and City Attorney, and as allowed under Executive Orders.

Personal Protective Equipment

Employees shall continue to follow the Facial Covering (Masks) Policy as well as all current department policies on the use of Masks and Personal Protective Equipment (PPE).

Social Distancing at Work

The individuals reporting onsite shall familiarize themselves with all of the policies within this plan and follow the procedures listed below:

1. Prior to conducting a field inspection or coming in to the office, employees must complete a health-screening under the [Screening and Symptoms Policy](#).
2. Employees shall park their vehicles in the public safety parking lot closes to Rhode Island Avenue North and use whichever of the two service doors to the apparatus bay is closest to where they parked to enter and exit the building. At Stations 2 and 3, employees shall park in the main lot and use the service door to the apparatus bay to enter and exit the building.
3. Employees should complete requirements under the [Facility Use and Employee Workstation Decontamination Policy](#).
4. Follow the [Hygiene and Respiratory Etiquette Policy](#) (including use of facial coverings and handwashing procedures) at all times.
5. To the extent possible, employees shall work at their individual workstations and maintain social distance from other individuals on-site.
6. Employees must follow [Common Spaces Worksite Safety Policies](#).
7. Employees shall follow the [Vehicle and Equipment Use Policy](#).

8. Employee should exit the building following decontamination procedures and ensure all light switches and door handles have been properly sanitized upon exit.

Field Inspection Protocols

1. Employees shall take precautions by using PPE (including masks and gloves) and by following the [Decontamination Policy](#) and the [Facial Covering \(Masks\) Policy](#).
2. To the greatest extent possible on-site field inspections shall be completed through the use of video, live-streamed video (e.g., FaceTime), or review of high-quality pictures submitted by the permit holder.
3. Field inspections shall be conducted only when, in the discretion of the Deputy Fire Chief, all of the following requirements are met:
 - Pictures, video, or other information are not adequate, practical, or available to adequately evaluate site conditions or determine code compliance;
 - The field inspection takes place outside, such as at a new construction site, and the employee does not enter a building, construction trailer, or vehicle with another occupant;
 - The employee follows all social distancing requirements as recommended by the Centers for Disease Control and Prevention;
 - The job site or inspection location is unoccupied by others; and
 - The employee does not enter an occupied or inhabited home.

If any of these conditions are not met, the Deputy Fire Chief shall determine if an inspection is required due to a life safety hazard. Additionally, any employee, upon arrival at a job site, may elect not to complete an inspection if they determine the conditions are unsafe, unsanitary, or social distancing protocols have not been or cannot be followed. If an employee determines that an inspection will not take place, the employee shall immediately notify their supervisor and department head.

Use of Facilities and Shared Spaces

- If an employee must use shared devices like printers, copiers, scanners, etc., the employee must decontaminate appropriately after use.
- Employees of the Fire Department may use the Fire Station’s kitchen/breakroom to store their food and beverages and use the shared appliances.
 - Employees should decontaminate appliances and any touched surfaces after use.
 - Employees are also encouraged to eat any meals/snacks at their own desk.
- Employees shall use the restroom facilities located within the Fire Station and shall occupy the facilities only one person at a one time.
 - If an employee travels to the restroom and finds it is locked, the employee may wait standing near the floor markers.

Fire Department Training Worksite Safety Procedures

Employees shall follow the Personal Protective Equipment, Social Distancing at Work, and Use of Facilities and Shared Spaces procedures while performing work in Phases I, II, and III.

Phase I

No in-person training shall be conducted during Phase I, but remote training may be conducted. In Phase I, Fire Department training shall be conducted online. Firefighters may come to stations to complete pay sheets or turn in assignments from training.

Phases II-III

During Phase II, the Fire Department may resume in-person training following the requirements of this policy. The City shall move to Phase II as deemed necessary by the City Manager and City Attorney, and as allowed under Executive Orders.

Personal Protective Equipment

Employees shall continue to follow the Facial Covering (Masks) Policy as well as all current department policies on the use of Masks and Personal Protective Equipment (PPE). At all times during training, firefighters will be required to wear either a cloth facial covering, simple mask, or SCBA.

Social Distancing at Work

The individuals reporting onsite shall familiarize themselves with all of the policies within this plan and follow the procedures listed below:

1. Prior to conducting a field inspection or coming in to the office, employees must complete a health-screening under the [Screening and Symptoms Policy](#).
2. Employees shall park their vehicles in the public safety parking lot closes to Rhode Island Avenue North and use whichever of the two service doors to the apparatus bay is closest to where they parked to enter and exit the building. At Stations 2 and 3, employees shall park in the main lot and use the service door to the apparatus bay to enter and exit the building.
3. Employees should complete requirements under the [Facility Use and Employee Workstation Decontamination Policy](#).
4. Follow the [Hygiene and Respiratory Etiquette Policy](#) (including use of facial coverings and hand washing procedures) at all times.
5. Employees shall follow the [Vehicle and Equipment Use Policy](#).
6. To the extent possible, employees shall work at their individual workstations and maintain social distance from other individuals on-site.
7. Employee should exit the building following decontamination procedures and ensure all light switches and door handles have been properly sanitized upon exit.

In-Person Training Protocols

- Firefighters shall sign up for a training session using Aladtec in-advance of training.
- Training will be facilitated in groups of no larger than 10 people.
- Prior to training, each group will be given instructions regarding where to meet.
- Firefighters should not gather before or after the training session for any reason.
- To the greatest extent possible, all training will be held outdoors.

- During training, employees shall maintain social distancing whenever possible
- When social distancing cannot be maintained because of space limitations or because of the nature of the training, employees shall wear facial coverings and gloves.

West Suburban Fire Academy (“WSFA”)

The WSFA is a collaboration among various fire departments with different internal COVID-19 policies. In order to keep all participants in the WSFA safe and meet the requirements of all of its participating cities, the participants created the WSFA COVID-19 Mitigation Plan attached hereto as [Appendix 32](#).

When employees report to trainings hosted by the WSFA, the following policies shall apply:

- Employees shall follow the Health Screening Requirements in the WSFA COVID-19 Mitigation Plan (the “WSFA Plan”).
- Time spent waiting for the health screening should be recorded as time worked for nonexempt employees.
- Except for the Health Screening Requirements, wherever the WSFA Plan does not address a topic covered in this Policy or conflicts with this CORR Plan, employees shall follow this CORR Plan.

Use of Facilities and Shared Spaces

- If an employee must use shared devices like printers, copiers, scanners, etc., the employee must decontaminate appropriately after use.
 - Employees of the Fire Department may use the Fire Station’s kitchen/breakroom to store their food and beverages and use the shared appliances.
 - Employees should decontaminate appliances and any touched surfaces after use.
- Employees are also encouraged to eat any meals/snacks at their own desk.
- Employees shall use the restroom facilities located within the Fire Station and shall occupy the facilities only one person at a one time.
 - If an employee travels to the restroom and finds it is locked, the employee may wait standing near the floor markers.

Fire Department Duty Crews Worksite Safety Procedures

Employees shall follow the Personal Protective Equipment, Social Distancing at Work, and Use of Facilities and Shared Spaces procedures while performing work in Phases I, II, and III.

Phase I, II & III

Duty Crew responsibilities are a critical service of the Fire Department and, therefore, will be conducted continuously during Phases I-III.

Personal Protective Equipment

Employees shall continue to follow the [Facial Covering \(Masks\) Policy](#) as well as all current department policies on the use of Masks and Personal Protective Equipment (PPE).

Social Distancing at Work

The individuals reporting onsite shall familiarize themselves with all of the policies within this plan and follow the procedures listed below:

1. Prior to conducting a field inspection or coming in to the office, employees must complete a health-screening under the [Screening and Symptoms Policy](#).
2. Employees shall park their vehicles in the public safety parking lot closest to Rhode Island Avenue North and use whichever of the two service doors to the apparatus bay is closest to where they parked to enter and exit the building. At Stations 2 and 3, employees shall park in the main lot and use the service door to the apparatus bay to enter and exit the building.
3. Employees should complete requirements under the [Facility Use and Employee Workstation Decontamination Policy](#).
4. Follow the [Hygiene and Respiratory Etiquette Policy](#) (including use of facial coverings and handwashing procedures) at all times.
5. To the extent possible, employees shall work at their individual workstations and maintain social distance from other individuals on-site.
6. Employees must follow [Common Spaces Worksite Safety Policies](#).
7. Employees shall follow the [Vehicle and Equipment Use Policy](#).
8. Employee should exit the building following decontamination procedures and ensure all light switches and door handles have been properly sanitized upon exit.

Gathering and Outdoor Assigned Details

- Firefighters should not gather before or after the duty crew shift for any reason.
- To the greatest extent possible, assigned details (e.g., truck checks) shall be performed outdoors.

Use of Facilities and Shared Spaces

- If an employee must use shared devices like printers, copiers, scanners, etc., the employee must decontaminate appropriately after use.
- Employees of the Fire Department may use the Fire Station’s kitchen/breakroom to store their food and beverages and use the shared appliances.
 - Employees should decontaminate appliances and any touched surfaces after use.
 - Employees are also encouraged to eat any meals/snacks at their own desk.

- Employees shall use the restroom facilities located within the Fire Station and shall occupy the facilities only one person at a one time.
 - If an employee travels to the restroom and finds it is locked, the employee may wait standing near the floor markers.

Fire Department: Vehicle and Equipment Use Policy

All employees who use City vehicles and equipment must follow these guidelines:

1. Only one employee is permitted to occupy a City vehicle at one time, and shall only operate the vehicle or equipment that the employee is assigned, with the following exceptions:
 - a. Public Safety Personnel are conducting work that requires more than one individual in the vehicle. All employees shall adhere to the [Facial Covering \(Masks\) Policy](#).
 - b. Vehicle Maintenance Repair Transport. In this situation, one person shall occupy the driver's seat and one shall occupy the back seat and both employees shall adhere to the [Facial Covering \(Masks\) Policy](#).
 - c. Public Works Maintenance Work where current vehicle or equipment inventory does not support isolated use. In this situation, to the extent possible, one person shall occupy the driver's seat and one shall occupy the back seat and both employees shall adhere to the [Facial Covering \(Masks\) Policy](#).
2. If an employee is required to operate machinery or equipment, the employee should make every effort to stay in the equipment or vehicle as much as possible.

Employees shall follow the [Department's Vehicle and Equipment Decontamination Policy](#) for use of all vehicles and equipment.

Fire Department: Facility Cleaning and Disinfecting

The purpose of this policy is to provide employees with procedures to consistently and effectively maintain the cleanliness of City property and facilities, thereby minimizing the spread of germs.

Supplies

The City will provide the necessary equipment and supplies needed to carry out necessary cleaning and disinfecting of facilities, equipment, and vehicles. The CORR Plan Coordinator is responsible for making sure all required supplies are stocked and available. To order supplies, contact Public Safety Staff. All employees should immediately notify the on-duty employee at the Public Safety front desk and their Department's CORR Plan Coordinator (763-593-8056) when inventory is low in any City facility. The following supplies will be located at or near each building entrance and in each restroom that is in use:

- Spray bottles (3% bleach to water solution or other CDC recommended solution)
- Paper towels
- Hand Sanitizer
- Gloves
- Tissues

All employees are required to follow the Facility Use and Employee Workstation Decontamination Policy, and the department-specific cleaning and disinfecting procedures. Employees are encouraged to discuss any concerns and questions with their supervisor or Department Head.

Facility Use and Employee Workstation Decontamination Policy

The City shall follow the preventative measures and recommendations of the Center for Disease Controls (CDC) and OSHA. Employees may refer to the short [video guides](#) for the decontamination procedures below.

All employees entering City facilities, operating City equipment, or handling City property shall follow the procedures listed below.

1. Employees shall obtain the necessary supplies upon entering the building. Cleaning supplies will be located in the SCBA room at Station 1 and offices at Stations 2 and 3.
2. Employees shall use the supplies to decontaminate/wipe down the following:
 - any door handles encountered on the way to their work areas,
 - the employee's personal workspace, and
 - common places including, door knobs, handles, light switches, surfaces, plumbing fixtures, counter tops, desks, computers, Plexiglas barriers, etc. that the employee touches.
3. Employees may not handle equipment, office supplies, or other materials belonging to another employee.
 - Any shared electronics, including computer monitors, tablets, and the copier control screens must be cleaned with antibacterial or disinfecting wipes. Employees should not use bleach spray or other harsh chemicals on these items.
 - Keyboards, mice, and other plastic items should be cleaned by a Clorox wipe or by spraying bleach solution into a rag and wiping it down.
4. Employees shall wash their hands upon entering and exiting the building and after using the restroom.
5. Employees should wash their hands regularly while performing their tasks in the City facilities.
6. Employees shall follow the same procedures in reverse when exiting the building.

Vehicles and Equipment Decontamination Policy

All employees who use City vehicles and equipment must decontaminate/wipe down assigned vehicles and equipment before and after each use. This includes, but is not limited to door handles, steering wheels, levers, controls, buttons, and the dashboards. Employees are encouraged to discuss any concerns and questions with their supervisor or Department Head.

Fire Department: Questions and Additional Resources

Employees with additional questions should contact their Department CORR Plan Coordinator and review the following resources:

- MDH Guidance Library - <https://www.health.state.mn.us/diseases/coronavirus/guidance.html>
- DLI – MNOSHA Resources - <https://www.dli.mn.gov/updates>
- DEED General Industry Guidance - <https://staysafe.mn.gov/industry-guidance/all-businesses.jsp>
- CDC Self Checker - <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>
- CDC Cloth Face Covers - <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html>
- CDC Recommendations for Cloth Face Covers - <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/cloth-face-cover.html>
- CDC Laundering Clothing - <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/disinfecting-your-home.html>
- CDC Disinfecting - <https://www.cdc.gov/coronavirus/2019-ncov/community/clean-disinfect/index.html>
- EPA Disinfectants - <https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2-covid-19>

Fire Department Specific Resources

- U.S. Fire Administration - https://www.usfa.fema.gov/coronavirus/planning_response/

Public Safety – Police Worksite Safety Plan

This section contains Police Department specific policies that employees must follow while at work. The purpose of this section is to provide detailed instructions to employees so that they can perform the essential functions of their jobs safely. These procedures are in addition to all other requirements in this CORR Plan. These procedures may be updated as needed and employees are encouraged to share ideas for improving these procedures with their supervisor.

1. Function-Specific Worksite Safety Procedures:
 - Personal Protective Equipment (PPE);
 - Social distancing guidelines
 - To ensure the safety of employees and visitors, the department has implemented several administrative and engineering social distancing controls.
2. Facility Cleaning, Disinfecting, and Decontamination Procedures

List of Department Functions

The Police Department’s Worksite Safety Plan addresses the following broad functions:

- Deskwork (Civilian Staff)
- Patrol
- CSO
- Investigations

Phased Approach

The City will use the following criteria to determine who and when to bring in to the office.

- Phase I: Employees shall only report onsite for work that cannot be completed remotely.
- Phase II: Employees are able to work remotely, but service levels are significantly decreased, or certain department functions are not being done.
- Phase III: Employees are able to work remotely, but the City is ready to resume business operations on-site.

Police Worksite Safety Procedures

Employees shall follow the Personal Protective Equipment, Social Distancing at Work, and Use of Facilities and Shared Spaces procedures while performing work in Phases I, II, and III.

Staffing Plan

Phase I

During Phase I, the Police Department shall operate on-site only to the extent that critical work cannot be completed remotely and to meet the needs of the public.

Civilian Staff

To the extent possible, all civilian staff shall telework and all deskwork and customer-service functions should be handled virtually.

Patrol

Patrol officers shall work in 3 officer teams (1 supervisor and 2 officers) and shifts may be altered by the Chief to create these teams. To the greatest extent possible, each team shall be isolated from the other teams to avoid cross contamination in the event one officer team is exposed to or becomes infected with COVID-19. Squad cars shall not be used on back-to-back shifts to allow for 12+ hours to eliminate germs.

CSO

CSOs will report to work onsite. CSOs shall continue to staff the front desk 24 hours a day, 7 days a week. Their schedule shall be modified so that there is no unnecessary overlap of schedules.

Investigations

To the extent possible, all investigation staff shall telework during Phase I.

Phase II

During Phase II, some employees may resume working on-site as necessary to deliver critical services or increase the level of services provided. The City shall move to Phase II as deemed necessary by the City Manager and Chief of Police.

Civilian Staff

Some administrative staff may continue to telework and some staff may report to the office, as determined by the Police Chief. To the extent possible, customer-service functions should be handled virtually to minimize face-to-face contact with the public.

Patrol

Patrol will continue to patrol officers shall work in 3 officer teams and shifts may be altered by the Chief to create these teams. To the greatest extent possible, each team shall be isolated from the other teams to avoid cross contamination in the event one officer team is exposed to or becomes infected with COVID-19. Squad cars shall not be used on back-to-back shifts to allow for 12+ hours to eliminate germs.

CSO

CSOs will report to work onsite. CSOs shall continue to staff the front desk 24 hours a day, 7 days a week. Their schedule may be modified so that there is no unnecessary overlap of schedules.

Investigations

Some investigations and CSO staff may continue to telework and some staff may report to the office, as determined by the Police Chief.

Phase III

During Phase III, most employees may resume work onsite. Some employees may continue to telework as determined by the Police Chief.

Civilian Staff

Administrative staff may telework and all deskwork and customer-service functions should be handled virtually.

Patrol

Patrol will continue to patrol officers shall work in 3 officer teams and shifts may be altered by the Chief to create these teams. To the greatest extent possible, each team shall be isolated from the other teams to avoid cross contamination in the event one officer team is exposed to or becomes infected with COVID-19. Squad cars shall not be used on back-to-back shifts to allow for 12+ hours to eliminate germs.

CSO

CSOs will report to work onsite. CSOs shall continue to staff the front desk 24 hours a day, 7 days a week. Their schedule may be modified so that there is no unnecessary overlap of schedules.

Investigations

Most investigations staff shall report to work onsite, but some may continue to telework, as determined by the Police Chief.

Personal Protective Equipment

Under this policy, employees working on site shall follow the City's [Facial Covering \(Masks\) Policy](#).

Disposable gloves should be requested from the Department CORR Plan Coordinator. Additionally:

- Each Officer shall be issued three simple and One N95 mask to be used when appropriate. Officers are instructed to obtain new masks when their issued masks have been used. All officers N95 masks have been fit tested with approved fit test machine.
- All officers have received training in donning and doffing issued PPE and shall follow these procedures.
- All officers have received training in decontamination procedures listed below and shall follow these procedures.
- When officers are interacting face-to-face with members of the public, medical staff, officers from other jurisdictions, and others in the course of their professional duties, and social distancing requirements cannot be met, staff shall wear facial coverings and shall encourage those they are interacting with to wear facial coverings.
- PD also has additional filtration systems, including PAPRS equipment, if necessary.

Social Distancing at Work

Individuals reporting onsite shall familiarize themselves with all of the policies within this plan and follow the procedures listed below:

1. Prior to going in to the office, employees must complete a health-screening under the [Screening and Symptoms Policy](#).
2. Employees shall park their vehicles in the public safety parking lot and use the entrances closest to where they parked to enter and exit the building.
3. Employees should complete requirements under the [Facility Use and Employee Workstation Decontamination Policy](#).
4. Follow the [Hygiene and Respiratory Etiquette Policy](#) (including use of facial coverings and hand washing procedures) at all time
5. To the extent possible, employees shall work at their individual workstations and maintain social distance from other individuals on-site.
6. Employees must follow [Common Spaces Worksite Safety Policies](#).
7. Employee should exit the building following decontamination procedures and ensure all light switches and door handles have been properly sanitized upon exit.

Front Lobby

- Only three people may be in the front lobby at a time. More than three people may be allowed if they are all from one household.
- A sign will be posted on the concrete area outside of the main entrance to provide instructions to the public regarding the number of visitors allowed
- Floor markers shall be placed inside and outside to help visitors social distance while they are waiting.
- Visitors may use the restroom in the lobby. Only one person may use the restroom at a time. Those waiting for the restroom shall wait on the appropriate floor markers.
- Staff will regularly clean the restrooms according to the [Decontamination Policy](#).

Deskwork/Customer Service

All in-person customer service shall follow the following protocols:

1. To the extent possible, customer service shall be conducted by appointment only.
2. Appointments shall be offered as determined by the Police Chief and shall be scheduled with at least 10 minutes in between each appointment.
3. Customer service shall be provided at the front desk. Staff shall remain in the employee area and the customer shall remain in the public lobby so that the parties are separated by the existing glass barrier.
4. If staff touches a customers' papers or other items or sharing pens, the employee shall wear gloves and decontaminate all items after use.
5. Staff shall decontaminate the counter top after each customer.

Roll Call

- Social distancing shall be maintained at all times during roll call.

Responding to Calls

- Officers and sergeants shall at all times abide by the PPE requirements in this policy.
- Officers and sergeants shall screen calls for COVID-19 risks prior to arrival, when practicable.

- Officers and sergeants shall limit the number of personnel interacting with individuals believed to be infected with COVID-19.
- Officers and sergeants shall allow EMS to evaluate medical scenes prior to police entering a contaminated area.
- If an officer or sergeant needs to have direct contact with an infected person, they shall use all a gown or Tyvex suit and an N95 mask.
- Employees should refer to the Department’s Dawning and Doffing Protocols and Decontamination Policies for cleaning instructions.

Report Writing

There are two desks in the report writing room. The department shall place physical barriers between workstations in the report writing room so that two people may occupy the room at one time.

Interviews

- To the extent possible, all interviews shall be conducted in the back interview room.
- Social distancing shall be maintained at all times during interviews.
- Officers shall wear facial coverings at all times during interview and shall offer a facial covering to the interviewee.

Use of Facilities and Shared Spaces

- If an employee must use shared devices like printers, copiers, scanners, etc., the employee must decontaminate appropriately after use.
- Employees should attempt to restrict their movements outside of the Police Department.
 - If an employee must travel to another part of the building, the employee should bring a decontamination kit and wipe down any touched surfaces.
- Employees of the Police Department may use the (insert name of breakroom) City Manager’s Office kitchen/breakroom to store their food and beverages and use the shared appliances.
 - Employees should decontaminate appliances and any touched surfaces after use.
 - Employees are also encouraged to eat any meals/snacks at their own desk.
- Employees shall use the restroom facilities located closest to their work station and shall occupy the facilities only one person at a one time.
 - If an employee travels to the restroom and finds it is locked, the employee may wait standing near the floor markings.
- The department shall place physical barriers between work stations in the report writing room.
- The department shall limit the numbers of chairs in the roll call room to limit the likelihood of employees gathering in close proximity.
- The department shall place floor markings throughout the building as visual reminders to social distance and employees shall abide by the floor markers to the greatest extent possible. At a minimum, floor markers shall be placed in all common areas, in all shared workspaces, and outside of all restrooms.

Police Department: Vehicle and Equipment Use Policy

All employees who use City vehicles and equipment must follow these guidelines:

1. Only one employee is permitted to occupy a City vehicle at one time, and shall only operate the vehicle or equipment that the employee is assigned, with the following exceptions:
 - a. Public Safety Personnel are conducting work that requires more than one individual in the vehicle. All employees shall adhere to the [Facial Covering \(Masks\) Policy](#).
 - b. Vehicle Maintenance Repair Transport. In this situation, one person shall occupy the driver's seat and one shall occupy the back seat and both employees shall adhere to the [Facial Covering \(Masks\) Policy](#).
 - c. Public Works Maintenance Work where current vehicle or equipment inventory does not support isolated use. In this situation, to the extent possible, one person shall occupy the driver's seat and one shall occupy the back seat and both employees shall adhere to the [Facial Covering \(Masks\) Policy](#).
2. If an employee is required to operate machinery or equipment, the employee should make every effort to stay in the equipment or vehicle as much as possible.
 - a. Employees shall follow the [Department's Vehicle and Equipment Decontamination Policy](#) for use of all vehicles and equipment.

Police Department: Facility Cleaning and Disinfecting

The purpose of this policy is to provide employees with procedures to consistently and effectively maintain the cleanliness of City property and facilities, thereby minimizing the spread of germs.

Supplies

The City will provide the necessary equipment and supplies needed to carry out necessary cleaning and disinfecting of facilities, equipment, and vehicles. The CORR Plan Coordinator is responsible for making sure all required supplies are stocked and available. To order supplies, contact Public Safety Staff. All employees should immediately notify the on-duty employee at the Public Safety front desk and their Department's CORR Plan Coordinator (763-593-8056) when inventory is low in any City facility. The following supplies will be located at or near each building entrance and in each restroom that is in use:

- Spray bottles (3% bleach to water solution or other CDC recommended solution)
- Paper towels
- Hand Sanitizer
- Gloves
- Tissues

All employees are required to follow the City's Facility Use and Employee Workstation Decontamination Policy, and the department-specific cleaning and disinfecting procedures. Employees are encouraged to discuss any concerns and questions with their supervisor or Department Head.

Facility Use and Employee Workstation Decontamination Policy

The City shall follow the preventative measures and recommendations of the Center for Disease Controls (CDC) and Occupational Safety and Health Administration (OSHA), including social distancing measures listed in this CORR plan. Employees may refer to the short [video guides](#) for the decontamination procedures below.

All employees entering closed City facilities, operating City equipment, or handling City property shall follow the procedures listed below.

1. Employees shall obtain the necessary supplies upon entering roll call or work area. Supplies will be available in the PPE room. Officers can request new PPW from their sergeant.
2. Employees shall use the supplies to decontaminate/wipe down the following:
 - a. any door handles encountered on the way to their work areas,
 - b. the employee's personal workspace, and
 - c. common places including, door knobs, handles, light switches, surfaces, plumbing fixtures, counter tops, desks, computers, Plexiglas barriers, etc. that the employee touches.
3. Employees may not handle equipment, office supplies, or other such materials belonging to another employee.
4. Any shared electronics, including computer monitors, tablets, and the copier control screens must be cleaned with antibacterial or disinfecting wipes. Employees should not use bleach spray or other harsh chemicals on these items.
5. Keyboards, mice, and other plastic items should be cleaned by a Clorox wipe or by spraying bleach solution into a rag and wiping it down. Employees should ensure liquid solution does not drip into the electronics and allow ample time for drying before use.

6. Employees shall also wash their hands upon entry and exit from the building and after using the restroom or as necessary when officers are unsure if an area has been recently decontaminated.
7. Employees should wash their hands regularly while performing their tasks in the City facilities.
8. Employees shall follow the same procedures in reverse when exiting the building.

Vehicles and Equipment Decontamination Policy

Employees may regularly use vehicles and equipment during the course of their normal duties. Employees must decontaminate/wipe down assigned vehicles and equipment before and after each use. This includes, but is not limited to door handles, steering wheels, levers, controls, buttons, and the dashboards.

Police Department Specific Decontamination Procedures

- Each officer shall be issued Clorox wipes and alcohol spay for self-decontamination.
- Bleach spray & disinfectant wipes shall be distributed to squads.
- Decontamination shall place at the beginning of each shift, throughout the shift, and at the end of each shift.
- Inside the PSB, CSO's and janitorial staff have taken additional steps to increase cleanliness including the CSO's spraying high use areas on an hourly basis with bleach solution.
- Proper decontamination also must take place. Alcohol spray for hands and uniform, disinfectant wipes for interior of squad & duty gear, bleach spray & disinfectant wipes for interior of squad including secured backseat.
- Cleaning Gowns and Tyrex Suits: Upon exiting the contaminated area officers will remove their gown or Tyvex suit first, dispose of the suit, remove gloves spray hands, reapply rubber gloves, spray uniform with alcohol, remove gloves, spray hands, reapply gloves, remove mask, spray mask with alcohol spray, remove gloves, spray hands, reapply new gloves, place mask in paper bag, remove goggles, remove rubber gloves, spray hands with alcohol spray, reapply rubber gloves, spray goggles, place goggles in case, close case, remove rubber gloves.
- A decontamination line had been set up in the attached garage of the police department.

Police Department Questions and Additional Resources

Employees with additional questions should contact their Department CORR Plan Coordinator and review the following resources:

- MDH Guidance Library - <https://www.health.state.mn.us/diseases/coronavirus/guidance.html>
- DLI – MNOSHA Resources - <https://www.dli.mn.gov/updates>
- DEED General Industry Guidance - <https://staysafe.mn.gov/industry-guidance/all-businesses.jsp>
- CDC Self Checker - <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>
- CDC Cloth Face Covers - <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html>
- CDC Recommendations for Cloth Face Covers - <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/cloth-face-cover.html>
- CDC Laundering Clothing - <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/disinfecting-your-home.html>
- CDC Disinfecting - <https://www.cdc.gov/coronavirus/2019-ncov/community/clean-disinfect/index.html>

- EPA Disinfectants - <https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2-covid-19>

Police Specific Resources

- CDC – Police Department <https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-law-enforcement.html>

Public Works Worksite Safety Plan

This section contains department specific policies that employees must follow while at work. The purpose of this section is to provide detailed instructions to employees so that they can perform the essential functions of their jobs safely. These procedures are in addition to all other requirements in this CORR Plan. These procedures may be updated as needed and employees are encouraged to share ideas for improving these procedures with their supervisor.

1. Function-Specific Worksite Safety Procedures:
 - Personal Protective Equipment (PPE);
 - Social distancing guidelines.
 - To ensure the safety of employees and visitors, the Parks and Recreation Department has implemented several administrative and engineering social distancing controls.
2. Facility Cleaning, Disinfecting, and Decontamination Procedures

List of Department Functions

The Public Works department provides a number of critical services to the public and the departments within provide ongoing direct support to all departments across the City.

The Public Works Safety Plan addresses Public Works Maintenance work, including the requirements for specific personal protective equipment while maintenance workers perform certain functions of their jobs. Additionally the plan addresses procedures for the Public Works Assistant to perform desk work.

Phased Approach

The City will use the following criteria to determine who and when to bring in to the office.

- Phase I: Employees shall only report onsite for work that cannot be completed remotely.
- Phase II: Employees are able to work remotely, but service levels are significantly decreased, or certain department functions are not being done.
- Phase III: Employees are able to work remotely, but the City is ready to resume business operations on-site.

Public Works: Employee Desk Work Worksite Safety Procedures

Employees shall follow the Personal Protective Equipment, Social Distancing at Work, and Use of Facilities and Shared Spaces procedures while performing work in Phases I, II, and III.

Phases I-II

All Assistant-level employees shall work remotely. Customer-service functions shall be provided remotely.

Phase III

Employees have returned to the office and are regularly conducting work at their desks.

Personal Protective Equipment

Under the limited circumstances in which employees come on-site (to pick up items from their offices), employees shall not be required to use PPE beyond what is required under the Facial Coverings Policy.

Social Distancing at Work

To the extent possible, all employees shall telework. Work is only permitted on-site for Council Meetings or Election services, or under limited circumstances when employees need to retrieve work from their offices. If an employee is on-site to pick up items from their offices, the employee must:

1. Prior to going in to the office, employees must complete a health-screening under the [Screening and Symptoms Policy](#).
2. Use the main division door to enter and exit the building.
3. Complete requirements under the [Facility Use and Employee Workstation Decontamination Policy](#).
4. Follow the [Hygiene and Respiratory Etiquette Policy](#) (including use of facial coverings and handwashing procedures) at all time.
5. Employees must follow [Common Spaces Worksite Safety Policies](#).
6. Follow [Vehicle and Equipment Use Policy](#).
7. Employee performing mail services shall contact the General Services department and follow their directions.
8. Exit the building following decontamination procedures and ensure all light switches and door handles have been properly sanitized upon exit.

Use of Facilities and Shared Spaces

- If an employee must use shared devices like printers, copiers, scanners, etc, the employee must decontaminate appropriately after use.
- Employees may use the kitchen/breakroom to store their food and beverages and use the shared appliances.
 - Employees should decontaminate appliances and any touched surfaces after use.
 - Employees are also encouraged to eat any meals/snacks at their own desk.
- Employees shall use the restroom facilities closest to their office.

Public Works Maintenance Worksite Safety Procedures

Employees shall follow the Personal Protective Equipment, Social Distancing at Work, and Use of Facilities and Shared Spaces procedures while performing work in Phases I, II, and III.

Phase I

All employees who are able will telework and to the extent possible, customer service responsibilities shall be conducted remotely. Employees may go onsite for work that cannot be conducted remotely. In-home customer service work orders are not completed during Phase I.

Phase II

Public Works shall operate on-site to perform critical work that cannot be completed remotely. The City shall move to Phase II as deemed necessary by the City Manager and Public Works Director, and as allowed under Executive Orders. The City shall begin to provide in-home customer service as needed. To the extent possible, employees performing maintenance work shall work individually. When employees are scheduled to work in teams, they shall maintain social distancing as much as possible.

Phase III

Employees have returned to working on site and normal maintenance work has resumed.

Personal Protective Equipment

Under this policy, employees shall continue to wear OSHA required PPE. Employees working on site shall follow the City’s Facial Covering (Masks) Policy. Employees are required to wear additional PPE while performing the following functions:

- Sanitary Sewer Mainline Maintenance – employees operating cleaning equipment shall wear KN95 mask, glasses or face shield, and disposable gloves.
- Playground Inspection – employee shall wear new disposable gloves for each playground inspection.
- In-Home Customer Service Work Orders – employee shall wear KN95 mask, glasses, new disposable gloves and new disposable shoe covers.

Social Distancing at Work

When two or more employees are required to deliver critical services, the department supervisors may stagger the start and end times of each employee. The individuals reporting onsite shall familiarize themselves with all of the policies within this plan and follow the procedures listed below:

1. Prior to going in to the office, employees must complete a health-screening under the [Screening and Symptoms Policy](#).
2. Employees shall use their main division door to enter and exit the building.
3. Employees should complete requirements under the [Facility Use and Employee Workstation Decontamination Policy](#).
4. Follow the [Hygiene and Respiratory Etiquette Policy](#) (including use of facial coverings and hand washing procedures) at all times.
5. Follow the [Vehicle and Equipment Use Policy](#).
6. Employees shall maintain social distance from other individuals on-site.
 - Employees will alternate break times and take breaks individually in separate locations.

- Employees will report daily time and resources to their division Crew Lead to track in Cartegraph.
 - Maintenance employees who have been assigned an iPad or tablet may use such device to report time and resources.
- 7. Employees must follow [Common Spaces Worksite Safety Policies](#).
- 8. Employee should exit the building following decontamination procedures and ensure all light switches and door handles have been properly sanitized upon exit.

Use of Facilities and Shared Spaces

- If an employee must use shared devices like printers, copiers, scanners, etc., the employee must decontaminate appropriately after use.
- Employees should attempt to restrict their movements outside of the Public Works Department.
 - If an employee must travel to another part of the building, the employee should bring a decontamination kit and wipe down any touched surfaces.
- Employees of the must follow the [Lunchroom Policy](#).
 - Employees should decontaminate appliances and any touched surfaces after use.
 - Employees are also encouraged to eat any meals/snacks at their own desk.
- Employees shall follow the [Restroom/Locker Room Policy](#).

Public Works: Vehicle and Equipment Use Policy

All employees who use City vehicles and equipment must follow these guidelines:

1. Only one employee is permitted to occupy a City vehicle at one time, and shall only operate the vehicle or equipment that the employee is assigned, with the following exceptions:
 - a. Public Safety Personnel are conducting work that requires more than one individual in the vehicle. All employees shall adhere to the [Facial Covering \(Masks\) Policy](#).
 - b. Vehicle Maintenance Repair Transport. In this situation, one person shall occupy the driver's seat and one shall occupy the back seat and both employees shall adhere to the [Facial Covering \(Masks\) Policy](#).
 - c. Public Works Maintenance Work where current vehicle or equipment inventory does not support isolated use. In this situation, to the extent possible, one person shall occupy the driver's seat and one shall occupy the back seat and both employees shall adhere to the [Facial Covering \(Masks\) Policy](#).
2. If an employee is required to operate machinery or equipment, the employee should make every effort to stay in the equipment or vehicle as much as possible.
3. Employees shall follow the [Department's Vehicle and Equipment Decontamination Policy](#) for use of all vehicles and equipment.

Public Works: Facility Cleaning and Disinfecting

The purpose of this policy is to provide employees with procedures to consistently and effectively maintain the cleanliness of City property and facilities, thereby minimizing the spread of germs.

Supplies

The City will provide the necessary equipment and supplies needed to carry out necessary cleaning and disinfecting of facilities, equipment, and vehicles. The CORR Plan Coordinator is responsible for making sure all required supplies are stocked and available. To order supplies, contact Public Safety Staff. All employees should immediately notify the on-duty employee at the Public Safety front desk and their Department's CORR Plan Coordinator (763-593-8056) when inventory is low in any City facility. The following supplies will be located at or near each building entrance and restroom that is in use:

- Spray bottles (3% bleach to water solution or other CDC recommended solution)
- Paper towels
- Hand Sanitizer
- Gloves
- Tissues

All employees are required to follow the City's [Facility Use and Employee Workstation Decontamination Policy](#), and the department-specific cleaning and disinfecting procedures. Employees are encouraged to discuss any concerns and questions with their supervisor or Department Head.

Facility Use and Employee Workstation Decontamination Policy

The City shall follow the preventative measures and recommendations of the Center for Disease Controls (CDC) and OSHA. Employees may refer to the short [video guides](#) for the decontamination procedures below.

All employees entering City facilities, operating City equipment, or handling City property shall follow the procedures listed below.

1. Employees shall obtain the necessary supplies upon entering the building through their main division door. Supplies shall be located inside the door.
2. Employees shall use the supplies to decontaminate/wipe down the following:
 - any door handles encountered on the way to their work areas,
 - the employee's personal workspace, and
 - common places including, door knobs, handles, light switches, surfaces, plumbing fixtures, counter tops, desks, computers, Plexiglas barriers, etc. that the employee touches.
3. Employees may not handle equipment, office supplies, or other such materials belonging to another employee.
 - Any shared electronics, including computer monitors, tablets, and the copier control screens must be cleaned with antibacterial or disinfecting wipes. Employees should not use bleach spray or other harsh chemicals on these items.
 - Keyboards, mice, and other plastic items should be cleaned by a Clorox wipe or by spraying bleach solution into a rag and wiping it down. Employees should ensure liquid solution does not drip into the electronics and allow ample time for drying before use.
4. Employees shall also wash their hands upon entry and exit from the building and after using the restroom.
5. Employees should wash their hands regularly while performing their tasks in the City facilities.

6. Employees shall follow the same procedures in reverse when exiting the building.

Vehicles and Equipment Decontamination Policy

Employees may regularly use vehicles and equipment during the course of their normal duties. Employees must decontaminate/wipe down assigned vehicles and equipment before and after each use. This includes, but is not limited to door handles, steering wheels, levers, controls, buttons, and the dashboards.

Public Works: Questions and Additional Resources

Employees with additional questions should contact their Department CORR Plan Coordinator and review the following resources:

- MDH Guidance Library - <https://www.health.state.mn.us/diseases/coronavirus/guidance.html>
- DLI – MNOSHA Resources - <https://www.dli.mn.gov/updates>
- DEED General Industry Guidance - <https://staysafe.mn.gov/industry-guidance/all-businesses.jsp>
- CDC Self Checker - <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>
- CDC Cloth Face Covers - <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html>
- CDC Recommendations for Cloth Face Covers - <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/cloth-face-cover.html>
- CDC Laundering Clothing - <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/disinfecting-your-home.html>
- CDC Disinfecting - <https://www.cdc.gov/coronavirus/2019-ncov/community/clean-disinfect/index.html>
- EPA Disinfectants - <https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2-covid-19>

Public Works Specific Resources

- Playgrounds - <https://staysafe.mn.gov/industry-guidance/schools.jsp>



Plan Approval and Acknowledgement

This CORR Plan has been certified by the City Council and City Manager of the City of Golden Valley and was posted throughout the workplace on June 10, 2020.

Shepard M. Harris, Mayor

Timothy J. Cruikshank, City Manager



Appendices

Appendix 1

CORR Plan Coordinators

CORR Plan Coordinators

Administrative Services
<p>Sue Virnig, Finance Director svirnig@goldenvalleymn.gov</p> <p>Adam Knauer, IT Supervisor aknauer@goldenvalleymn.gov</p> <p>Meagan Weber, Motor Vehicle Licensing Supervisor mweber@goldenvalleymn.gov</p>
City Manager's Office
<p>Tim Cruikshank, City Manger tcruikshank@goldenvalleymn.gov</p> <p>Kirsten Santelices, Human Resources Director ksantelices@goldenvalleymn.gov</p> <p>Cheryl Weiler, Communications Director cweiler@goldenvalleymn.gov</p> <p>Tomás Romano, Assistant to the City Manager's Office tromano@goldenvalleymn.gov</p>
Parks and Recreation
<p>Rick Birno, Parks and Recreation Director rbirno@goldenvalleymn.gov</p> <p>Ben Disch, Golf Operations Manager bdisch@goldenvalleymn.gov</p> <p>Greg Simmons, Recreation and Facilities Supervisor gsimmons@goldenvalleymn.gov</p> <p>Kim Straw, Restaurant and Catering Manager kstraw@goldenvalleymn.gov</p>
Physical Development
<p>Marc Nevinski, Physical Development Director mnevisnki@goldenvalleymn.gov</p> <p>RJ Kakach, Assistant City Engineer rkakach@goldenvalleymn.gov</p> <p>Sue Schwalbe, Administrative Assistant sschwalbe@goldenvalleymn.gov</p>

Public Safety – Fire
<p>John Creilly, Fire Chief jcreilly@goldenvalleymn.gov</p> <p>Bethany Brunsell, Assistant Fire Chief bbrunsell@goldenvalleymn.gov</p>
Public Safety – Police
<p>Jason Sturgis, Police Chief jsturgis@goldenvalleymn.gov</p> <p>Dave Kuhnly, Police Commander dkuhnly@goldenvalleymn.gov</p> <p>Steve Johnson, Police Commander sjohnson@goldenvalleymn.gov</p> <p>Jen Sleavin, Police Sergeant jsleavin@goldenvalleymn.gov</p> <p>Amanda Johnson, Police Operations Supervisor ajohnson@goldenvalleymn.gov</p>
Public Works
<p>Tim Kieffer, Public Works Director tkieffer@goldenvalleymn.gov</p> <p>Marshall Beugen, Streets and Vehicle Maintenance Supervisor mbeugen@goldenvalleymn.gov</p> <p>Joe Hansen, Utilities Maintenance Supervisor jhansen@goldenvalleymn.gov</p> <p>Al Lundstrom, Park Maintenance Supervisor alundstrom@goldenvalleymn.gov</p>

Appendix 2

CORR Plan Cleaning and Disinfectant Inventory

CORR Plan – Cleaning and Disinfectant Inventory



Each Department CORR Plan Coordinator shall identify the cleaning materials being used and conduct weekly inventory to ensure the appropriate supplies are maintained and available. Coordinators shall use the list below as a guide and work with Ted Massicotte to establish the inventory amount most appropriate for that department.

Disinfectant Supplies

- Confirm department has an adequate supply of soap, disinfection spray, hand gel, paper towels and tissues.
- Department CORR Plan Coordinator should maintain between a 15 and 30-day supply of disinfectant supplies.

PPE

- Confirm department has an adequate stock of face masks, gloves, and on-site and on-order with proper lead time.
- Department CORR Plan Coordinator should maintain between a 15 and 30-day supply of disinfectant supplies.

Item	Specs	Quantity Needed for 30 Day Supply	Quantity on Hand	Quantity on Order
<i>Ex. Masks</i>	<i>Disposable Simple Masks (50 per box)</i>	<i>1 per employee; x 15 employees = 450 masks</i>	500	0
Mask				
Gloves				
Disinfectant Spray/Wipes				
Hand Sanitizer				
Hand Soap				
Paper Towels				
Boot Covers				
Misc.				
Tissues				

Appendix 3

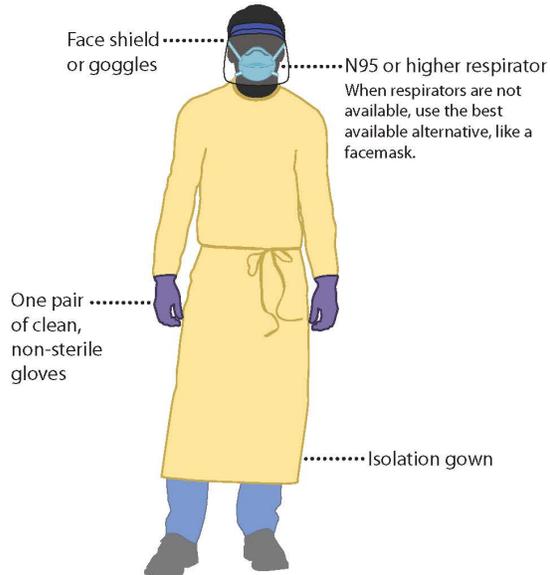
Department Communication and Training Log

Appendix 4

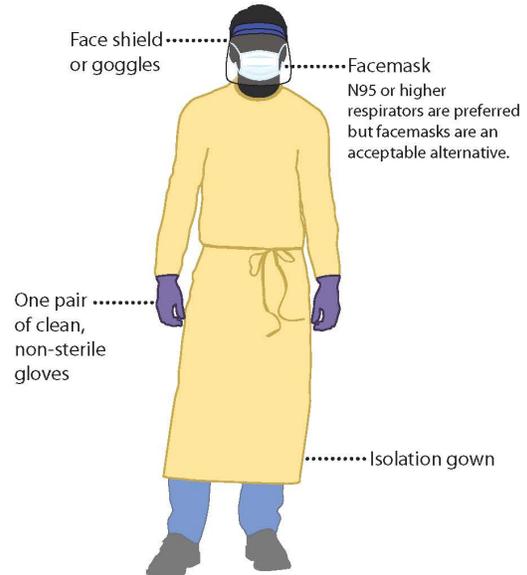
Emergency Responder Personal Protective Equipment
(PPE)

COVID-19 Personal Protective Equipment (PPE) for Healthcare Personnel

Preferred PPE – Use N95 or Higher Respirator



Acceptable Alternative PPE – Use Facemask



CC315838-C 09/23/2020

[cdc.gov/COVID19](https://www.cdc.gov/COVID19)

Appendix 5

COVID-19 Temporary Federal Leave Policies

COVID-19 Temporary Federal Leave Policies



Introduction and Purpose

In response to the COVID-19 outbreak, the federal government passed the Families First Coronavirus Response Act (FFCRA), which includes two types of paid emergency leave:

- Emergency Paid Sick Leave; and
- Public Health Emergency Leave (an expansion of the Federal and Family Leave Act (FMLA)).

In response to these changes in federal law, the City of Golden Valley (the "City"), adopts the two temporary policies described below, effective April 1, 2020. These policies are in addition to the City's existing leave policies. The purpose of these policies is to allow employees to care for their own health needs or those of their family members.

Emergency Paid Sick Leave Policy

This Emergency Paid Sick Leave Policy provides paid protection to employees who are unable to work due to complications related to COVID-19. This policy is effective April 1, 2020 through December 31, 2020.

Eligibility

All current employees of the City who have been employed for a minimum of one calendar day as of April 1, 2020 are eligible for this policy.

Qualifying Reasons

Eligible employees may use this leave if they are unable to work (on-site) or telework because they are:

1. Subject to a Federal, State, or local quarantine or isolation order related to COVID-19.
2. Advised by a health care provider to self-quarantine due to concerns related to COVID-19.
3. Experiencing symptoms of COVID-19 and seeking a medical diagnosis.
4. Caring for an individual who is subject to a quarantine or isolation order (by federal, state, or local order, or as advised by health care provider.
5. Caring for a son or daughter whose school or place of care has been closed, or the child care provider is unavailable, due to COVID-19 precautions.
6. Experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

Length of Leave

Full-time regular employees qualify for up to 80 hours of Emergency Paid Sick Leave.

Part-time employees, including variable hour, temporary, seasonal, and interns qualify for the average number of hours worked during a typical two-week period. The two-week period shall be determined by the City.

Employees using Emergency Paid Sick Leave for qualifying reasons (1)-(4), and (6) must take paid sick leave in full-day increments until either: 1) the full amount of leave is exhausted; or 2) there is no longer a qualifying reason for taking paid sick leave. Additionally, under these conditions an employee may qualify for FMLA, which shall run concurrently with Emergency Paid Sick Leave, and all other regular FMLA policies and procedures shall apply.

Employees using Emergency Paid Sick Leave for qualifying reason (5), to care for their child whose school or place of care is closed or unavailable due to COVID-19 precautions, may use the Emergency Paid Sick Leave intermittently or on a reduced schedule with the approval of the employee's Department Head, Human Resources Director, and City Manager. Additionally, under this condition the employee may qualify for leave under the Public Health Emergency Leave Policy below.

An employee may qualify for leave under two or more qualifying reasons, but each employee is only eligible for a maximum of 80 hours of Emergency Paid Sick Leave.

Pay

Under qualifying reasons (1), (2), and (3) an employee is paid 100% of their regular rate of pay up to \$511 per day (\$5,110 in the aggregate).

Under the qualifying reasons (4), (5), and (6) an employee is paid 2/3 of their regular rate of pay, up to \$200 per day (\$2,000 in the aggregate). Under these qualifying reasons, employees may elect to supplement their pay with accrued vacation, sick, comp time, or PTO, not to exceed 100% of their weekly gross salary.

Regular Rate of Pay

The City shall calculate the employee's regular rate of pay in accordance with section 7(e) of the Fair Labor Standards Act of 1938.

Process

An employee who requests leave under this policy shall notify their direct supervisor as soon as practically possible and complete the Emergency Paid Sick Leave Request Form. Leave requests shall be submitted to the Human Resources Director, who shall make all eligibility determinations.

The City may require documentation, including a notice from a medical provider, or notice of closure or availability from the employee's child's school, place of care, or child care provider.

An employee on leave must periodically report their status and intent to return to work to their supervisor.

Public Health Emergency Leave Policy

This Public Health Emergency Leave policy is a temporary expansion on the Federal Family and Medical Leave Act (FMLA) to provide pay and benefit protection to employees who are unable to work because they are caring for a son or daughter whose school or place of care has been closed, or the child care provider is unavailable, due to COVID-19 precautions. This policy is effective April 1, 2020 through December 31, 2020.

Eligibility

All current employees of the City who have been employed for a minimum of 30 calendar days as of April 1, 2020 are eligible for benefits under this policy.

Qualifying Reasons

Eligible employees qualify for this policy if they are unable to work (on-site) or telework because they are caring for a son or daughter whose school or place of care has been closed, or the child care provider is unavailable, due to COVID-19 precautions.

Duration

Employees are eligible for up to 12 weeks of leave under this policy. However, eligibility depends on the employee's remaining FMLA leave balance. Employees may take a total of 12 work weeks for FMLA or Public Health Emergency Leave reasons during a 12-month period calculated on a rolling backwards basis beginning on the first day of leave.

Reduced Schedule

Leave under this policy may be used intermittently or on a reduced schedule with the approval of the employee's Department Head, Human Resources Director, and City Manager. Additionally, the employee may qualify for leave under the Emergency Paid Sick Leave Policy above.

Pay

The first 10 days of leave are unpaid (this time is known as the elimination period). During the elimination period, an employee can elect to be paid using Emergency Paid Sick Leave or accrued time-off.

After the 10 day elimination period, the employee is eligible for up to 10 weeks of Public Health Emergency Leave at 2/3 their regular rate of pay up to \$200 per day (no more than \$10,000 total). Under these qualifying reasons, employees may elect to supplement their pay with accrued vacation, sick, comp time or PTO, not to exceed 100% of their weekly gross salary.

Regular Rate of Pay

The City shall calculate the employee's regular rate of pay in accordance with section 7(e) of the Fair Labor Standards Act of 1938.

Process

The employee should give the City as much notice as practically possible and comply with normal call-in procedures. The City may require documentation, for example a notice of closure or availability from the child's school, place of care, or child care provider, including a notice that may have been posted on a government, school, or day care website, published in a newspaper, or emailed to the City from an employee or official of the school, place of care, or child care provider.

All existing certification requirements under the FMLA remain in effect if the employee is taking leave for one of the existing qualifying reasons under the FMLA (see Employee Handbook).

Additional Information

The following additional conditions apply under these policies:

- Unused leave benefits available under these policies expire on December 31, 2020 and will not carry over to the following calendar year, nor shall they be paid out to an employee in any form of cash, or used in any manner other than what is stated in this policy.
- Once an employee exhausts the eligible leave benefits under these policies, the City's existing leave policies will apply.
- Where there is a conflict between these policies and an existing City policy, these policies control.
- These policies are not retroactive.

City of Golden Valley – Temporary COVID-19 Leave Policies

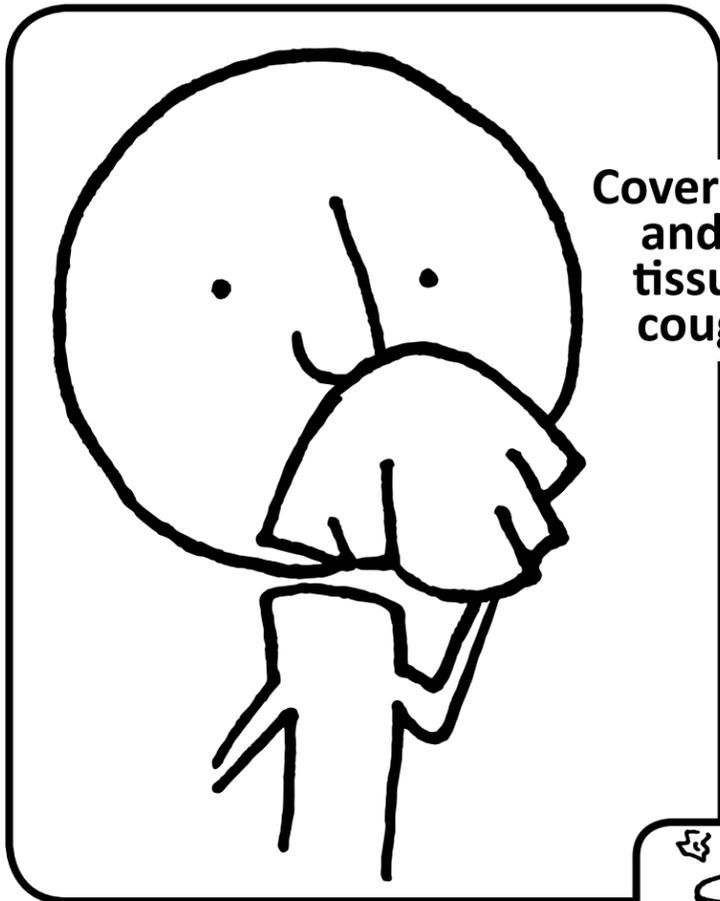
For more information employees may contact the Human Resources Director or visit the U.S. Department of Labor website at <https://www.dol.gov/agencies/whd/pandemic/ffcra-questions>.

Appendix 6

Respiratory Etiquette Posters

Stop the spread of germs that make you and others sick!

Cover your Cough

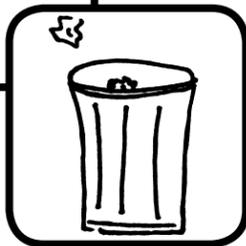


Cover your mouth and nose with a tissue when you cough or sneeze

or cough or sneeze into your upper sleeve, not your hands



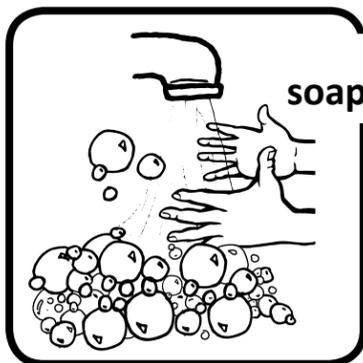
Put your used tissue in the waste basket.



You may be asked to put on a surgical mask to protect others.

Clean your Hands

after coughing or sneezing.



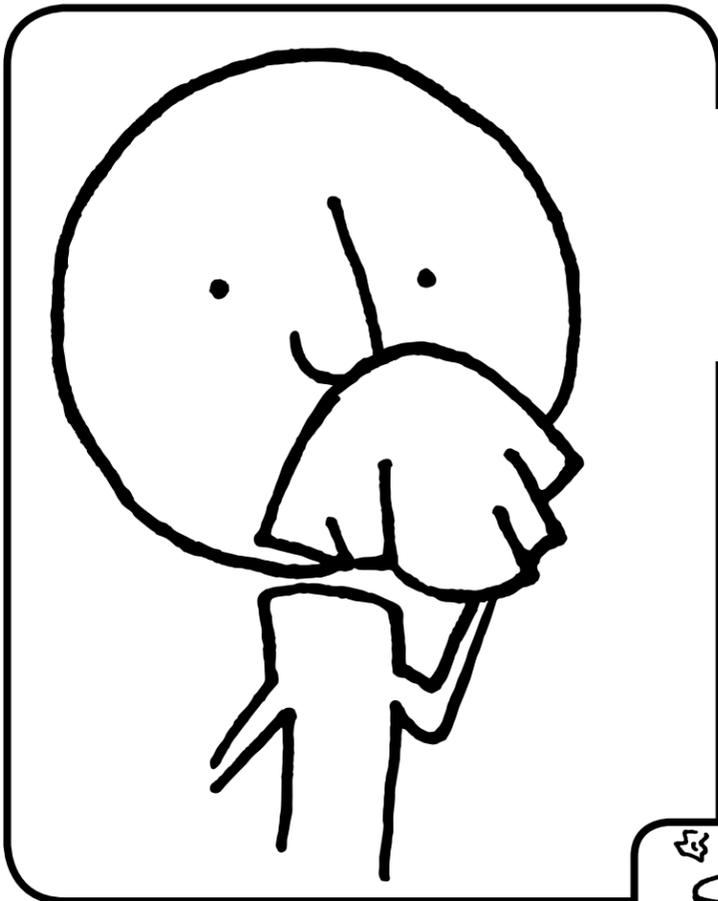
Wash with soap and water

or clean with alcohol-based hand sanitizer.



¡Pare la propagación de gérmenes que lo enferman a usted y a otras personas!

Cubra su tos



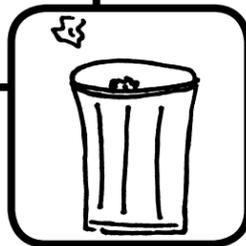
Cubra su boca y
nariz con un
kleenex cuando
tosa o estornude

o

tosa o estornude en la
manga de su camisa,
no en sus manos.



Deseche el kleenex
sucio en un basurero.

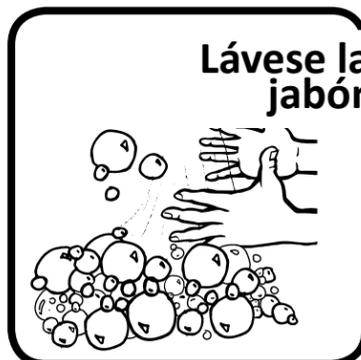


Quizás le pidan ponerse una
mascarilla quirúrgica para
proteger a otras personas.



Lávese las manos

después de toser o estornudar



Lávese las manos con
jabón y agua tibia

o

límpielas con un
limpiador de manos
a base de alcohol.



Appendix 7

Hand-Washing Signs

Clean Your Hands!



How to wash your hands with soap and water:

- Use soap and warm, running water.
- Keep fingers pointing down.
- Rub hands vigorously for 20 seconds. Wash all surfaces:
 - Backs of hands
 - Wrists
 - Between fingers
 - Tips of fingers
 - Thumbs
 - Under fingernails
- Dry vigorously with paper or clean cloth towel.
- Turn off faucet with towel and open door with towel.

How it works:

- The soap suspends the dirt and soils.
- The friction motion helps pull dirt and greasy or oily soils free from the skin.
- Warm running water washes away suspended dirt and soils that trap germs.
- Final friction of wiping hands removes more germs.

How to clean your hands with an alcohol-based handrub:

- Apply a dime sized amount of handrub gel to the palm of one hand or use an alcohol-based handrub wipe.
- Rub hands together covering all surfaces of hands and fingers until handrub is absorbed.

How they work:

- Act quickly to kill microorganisms
- Reduce bacterial counts on hands

Wash your hands with soap and water when your hands are visibly soiled. If soap and water is not available, use alcohol-based handrub (wipes or gel).

Food handlers in restaurants, schools, delis and grocery stores must wash their hands with soap and water before applying hand sanitizers.

[Minn Rules Chap. 4626.0070 - 4626.0085]

MDH Minnesota Department of Health

Food Safety Center
651-201-5414
www.health.state.mn.us

10/2007





1 Moja



2 Enjabona

¡Aunque las manos se vean limpias pueden tener microbios asquerosos!

¡Lávate las manos!



3 Restriega



4 Enjuaga



5 Seca



U.S. Department of Health and Human Services
Centers for Disease Control and Prevention

Appendix 8

CDC Guidelines

Use of Cloth Face Coverings to Help Slow the Spread of COVID-19

How to Wear Cloth Face Coverings

Cloth face coverings should—

- fit snugly but comfortably against the side of the face
- be secured with ties or ear loops
- include multiple layers of fabric
- allow for breathing without restriction
- be able to be laundered and machine dried without damage or change to shape

CDC on Homemade Cloth Face Coverings

CDC recommends wearing cloth face coverings in public settings where other social distancing measures are difficult to maintain (e.g., grocery stores and pharmacies), **especially** in areas of significant community-based transmission.

CDC also advises the use of simple cloth face coverings to slow the spread of the virus and help people who may have the virus and do not know it from transmitting it to others. Cloth face coverings fashioned from household items or made at home from common materials at low cost can be used as an additional, voluntary public health measure.

Cloth face coverings should not be placed on young children under age 2, anyone who has trouble breathing, or is unconscious, incapacitated or otherwise unable to remove the cloth face covering without assistance.

The cloth face coverings recommended are not surgical masks or N-95 respirators. Those are critical supplies that must continue to be reserved for healthcare workers and other medical first responders, as recommended by current CDC guidance.

Should cloth face coverings be washed or otherwise cleaned regularly? How regularly?

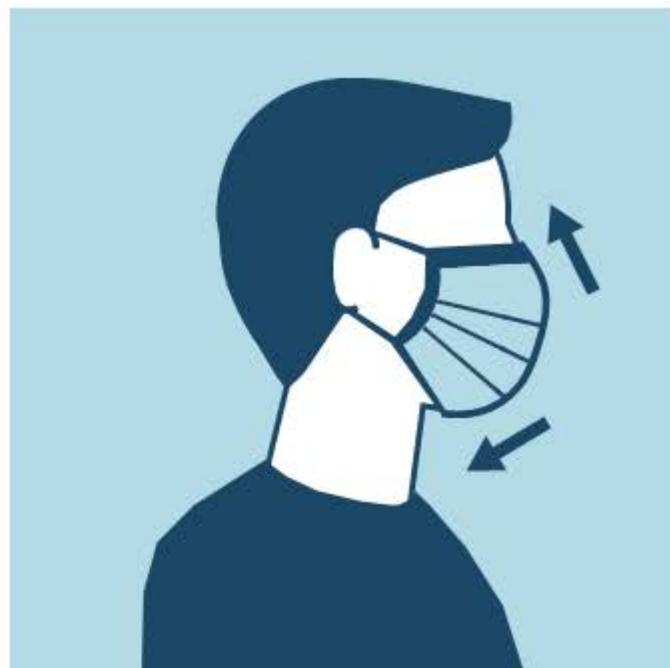
Yes. They should be routinely washed depending on the frequency of use.

How does one safely sterilize/clean a cloth face covering?

A washing machine should suffice in properly washing a cloth face covering.

How does one safely remove a used cloth face covering?

Individuals should be careful not to touch their eyes, nose, and mouth when removing their cloth face covering and wash hands immediately after removing.



[cdc.gov/coronavirus](https://www.cdc.gov/coronavirus)

Sewn Cloth Face Covering

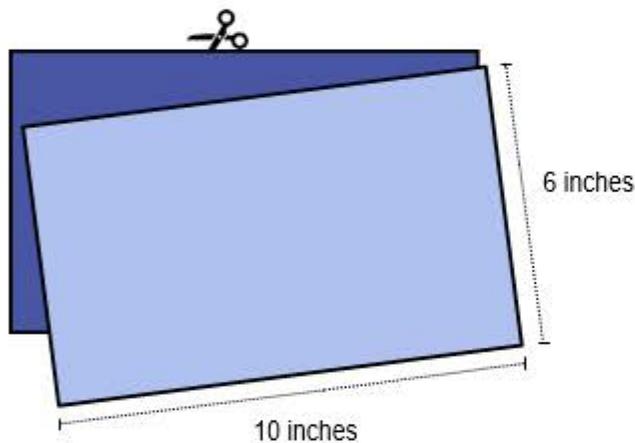
Materials

- Two 10"x6" rectangles of cotton fabric
- Two 6" pieces of elastic (or rubber bands, string, cloth strips, or hair ties)
- Needle and thread (or bobby pin)
- Scissors
- Sewing machine

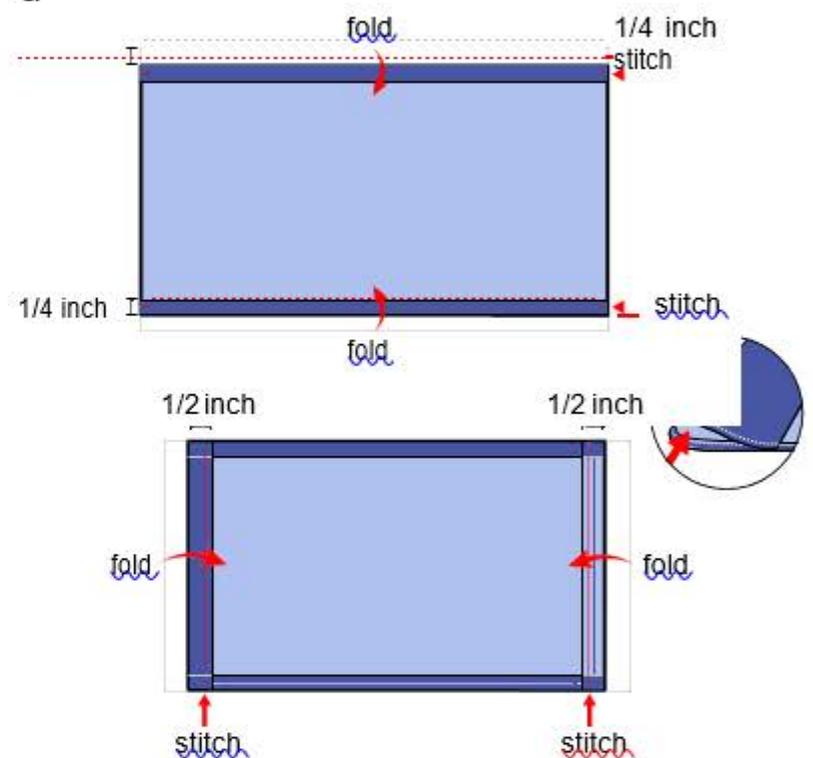


Tutorial

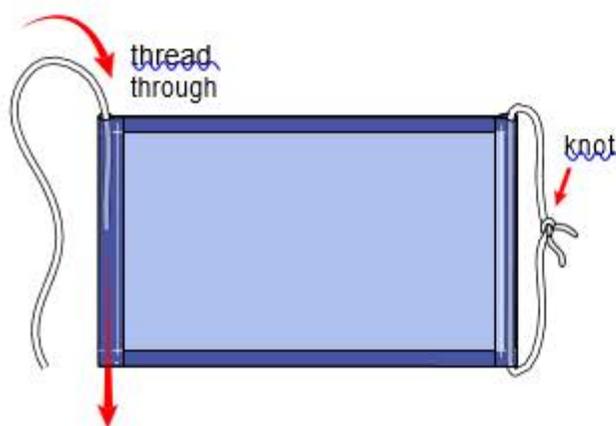
1. Cut out two 10-by-6-inch rectangles of cotton fabric. Use tightly woven cotton, such as quilting fabric or cotton sheets. T-shirt fabric will work in a pinch. Stack the two rectangles; you will sew the cloth face covering as if it was a single piece of fabric.



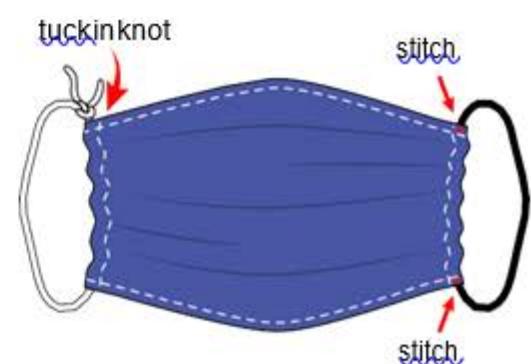
2. Fold over the long sides $\frac{1}{4}$ inch and hem. Then fold the double layer of fabric over $\frac{1}{2}$ inch along the short sides



3. Run a 6-inch length of $\frac{1}{8}$ -inch wide elastic through the wider hem on each side of the cloth face covering. These will be the ear loops. Use a large needle or a bobby pin to thread it through. Tie the ends tight. Don't have elastic? Use hair ties or elastic head bands. If you only have string, you can make the ties longer and tie the cloth face covering behind your head.



4. Gently pull on the elastic so that the knots are tucked inside the hem. Gather the sides of the cloth face covering on the elastic and adjust so the cloth face covering fits your face. Then securely stitch the elastic in place to keep it from slipping.

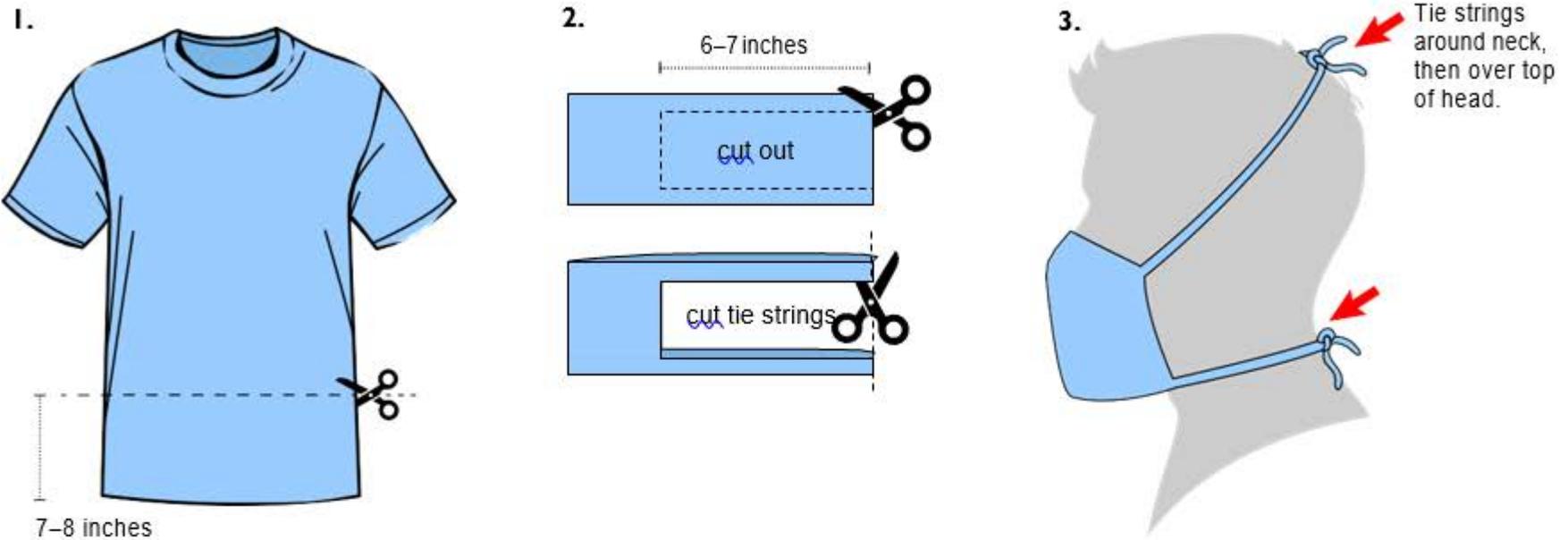


Quick Cut T-shirt Cloth Face Covering (no sew method)

Materials

- T-shirt
- Scissors

Tutorial

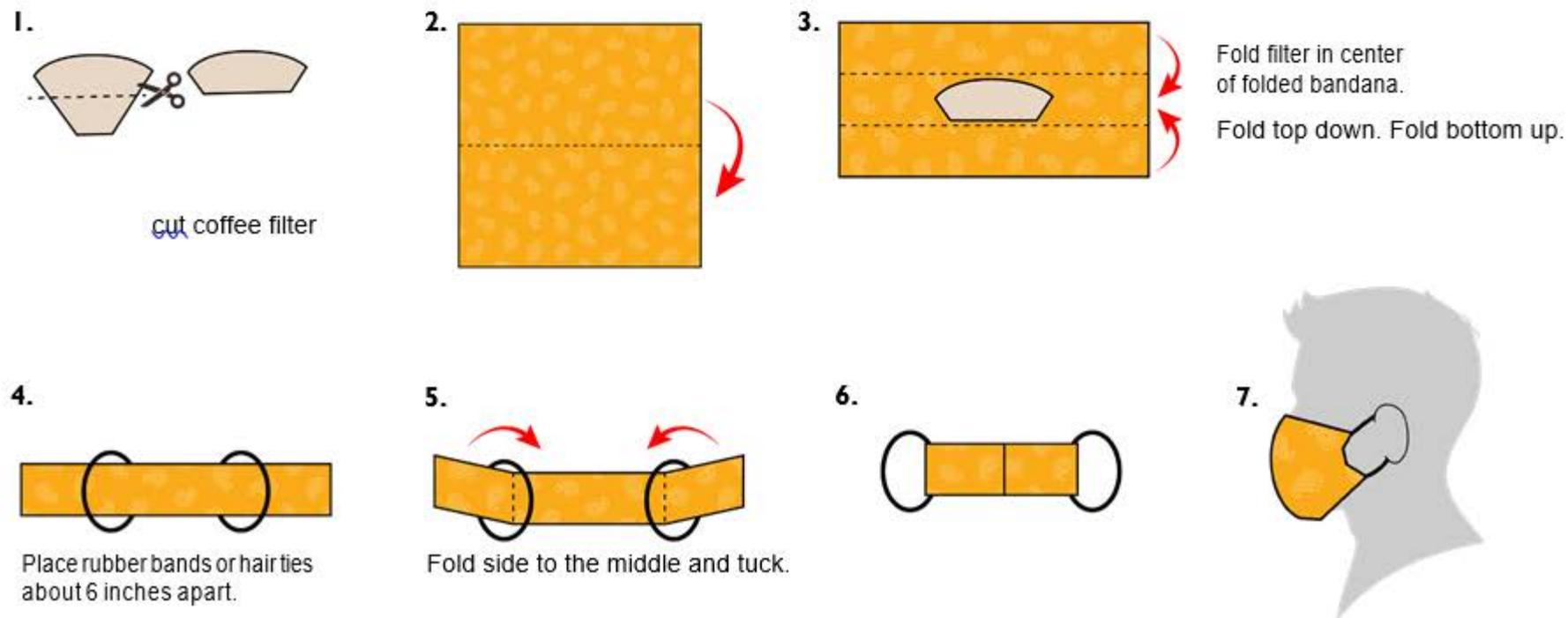


Bandana Cloth Face Covering (no sew method)

Materials

- Bandana (or square cotton cloth approximately 20"x20")
- Coffee filter
- Rubber bands (or hair ties)
- Scissors (if you are cutting your own cloth)

Tutorial



Appendix 9

CDC Face Covering Do's and Don'ts

Face Covering Do's and Don'ts:

DO:



- ✓ Make sure you can breathe through it
- ✓ Wear it whenever going out in public
- ✓ Make sure it covers your nose and mouth
- ✓ Wash after using

DON'T:

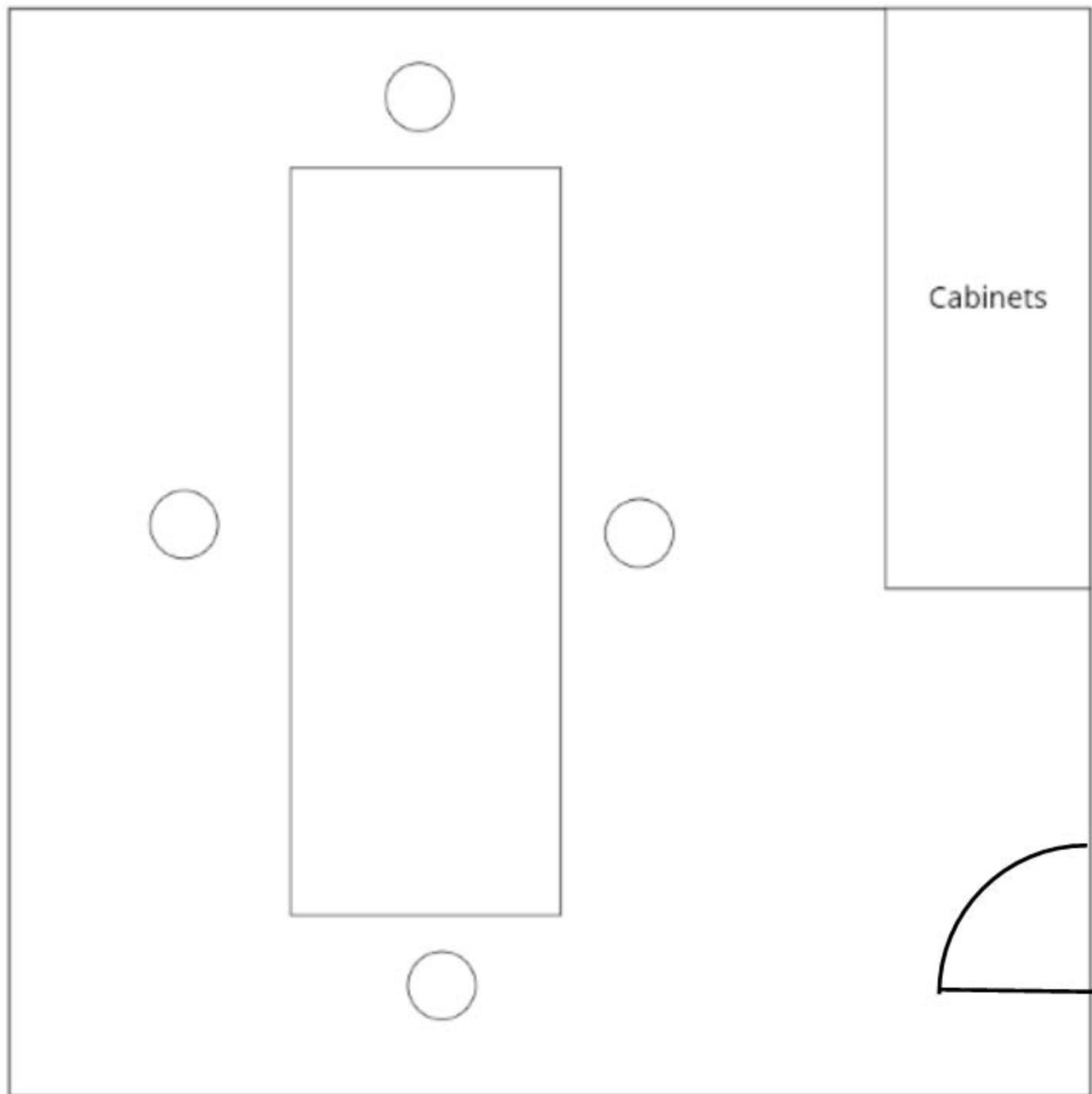
- ✗ Use if under two years old
- ✗ Use surgical masks or other PPE intended for healthcare workers



cdc.gov/coronavirus

Appendix 10

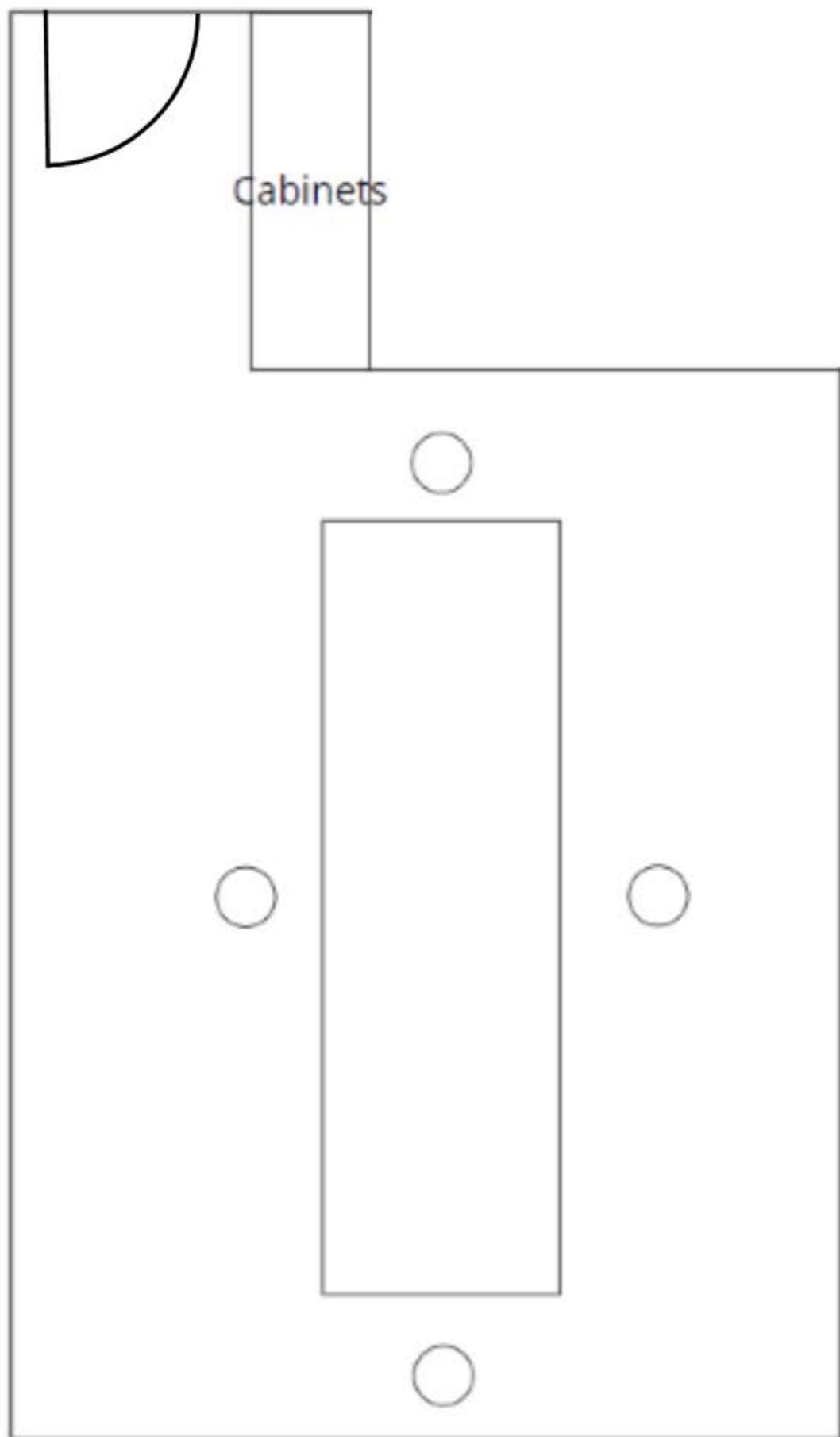
Rice Lake Conference Room Layout



Cabinets

Appendix 11

Sweeney Lake Conference Room Layout

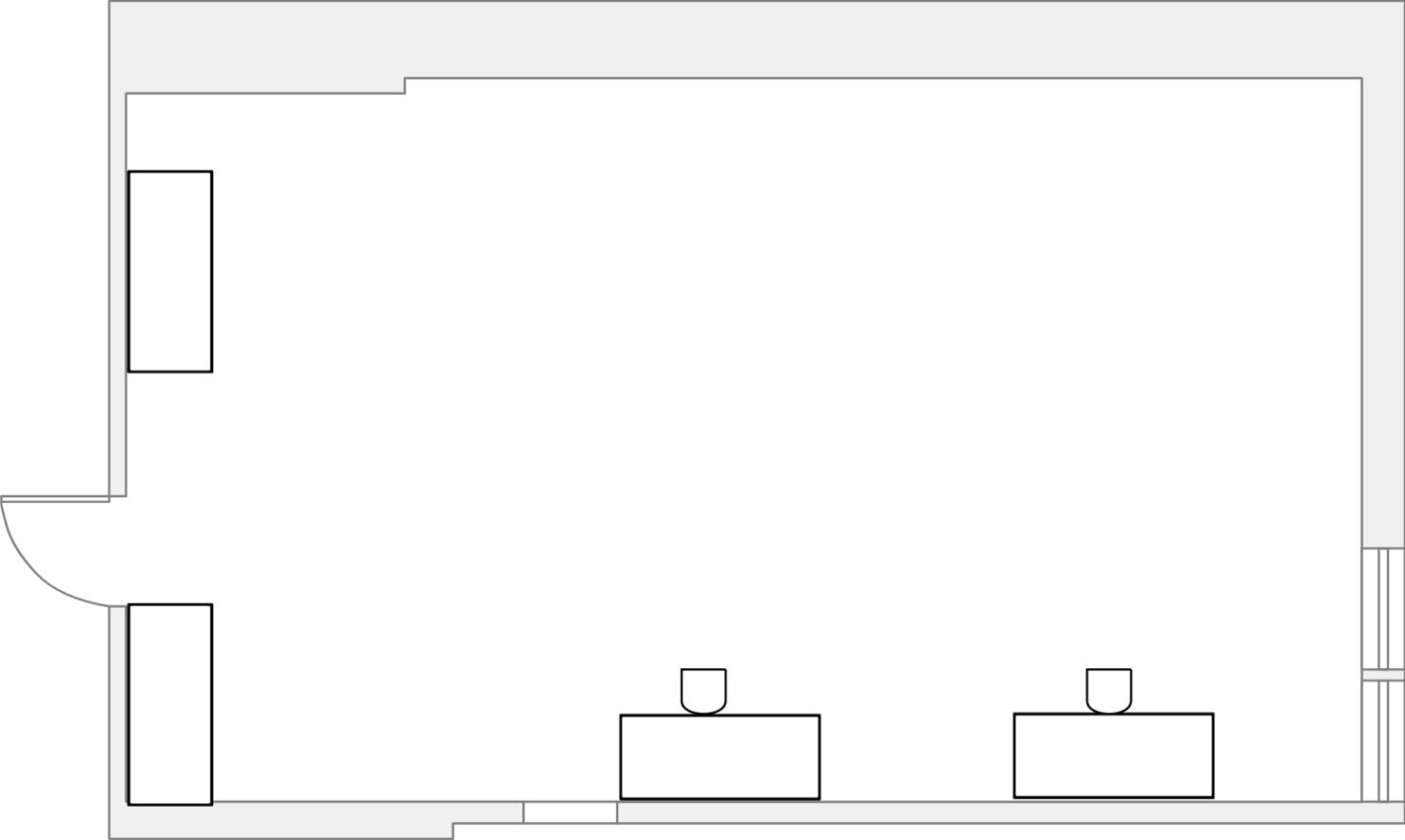


Cabinets

Appendix 12

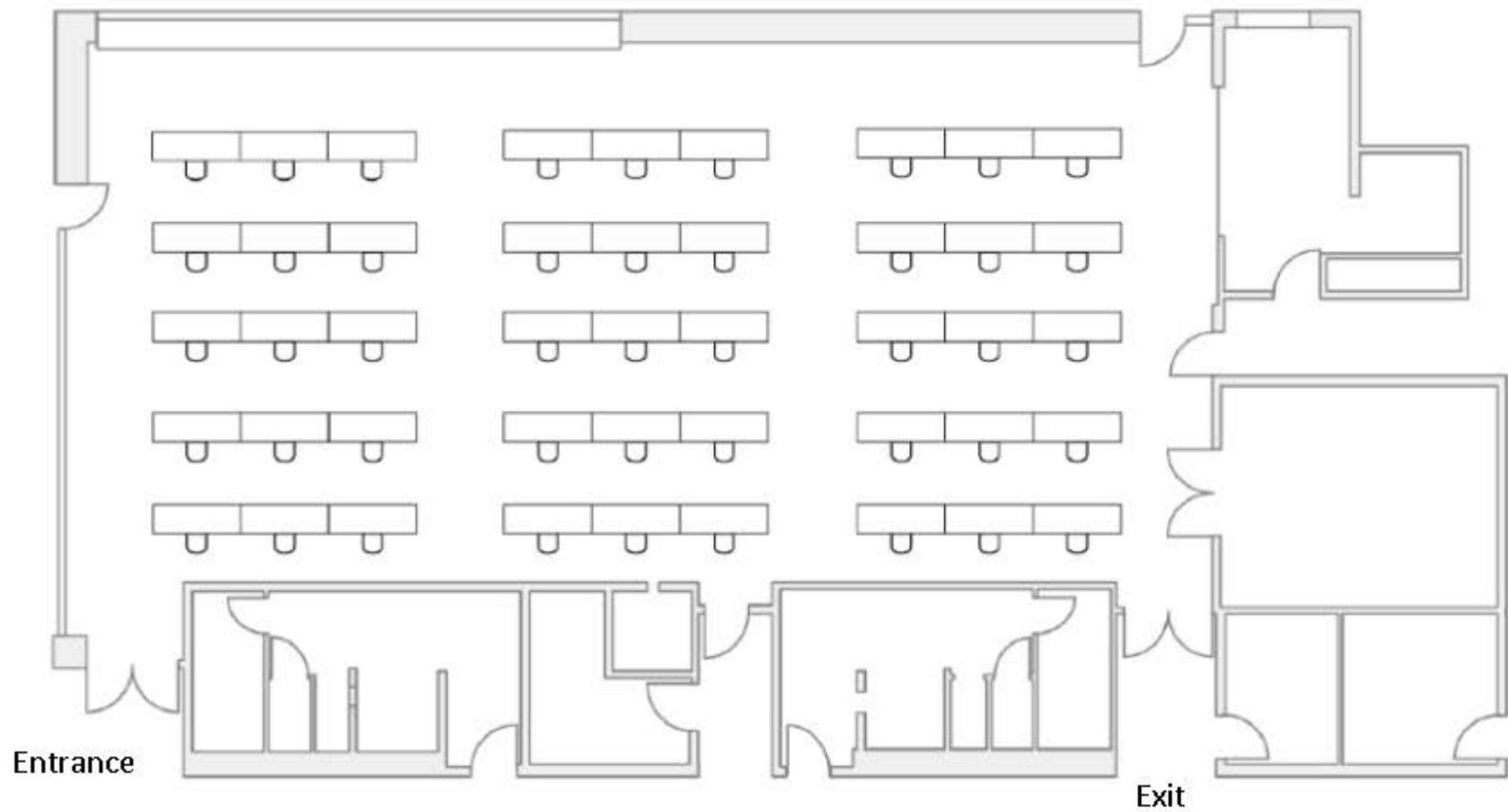
Wirth Lake Room Layout

Wirth Lake Room



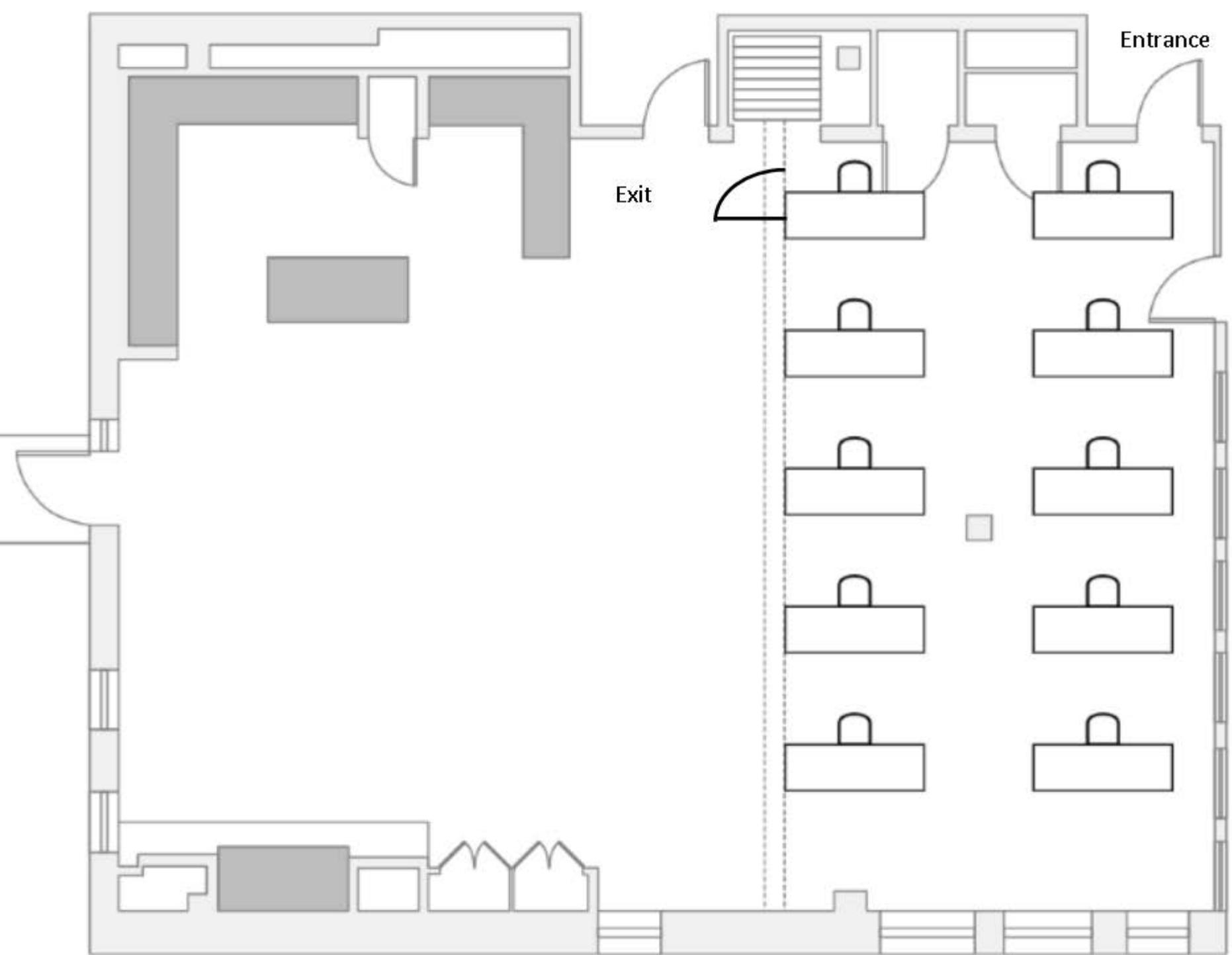
Appendix 13

Basset Creek Room Layout



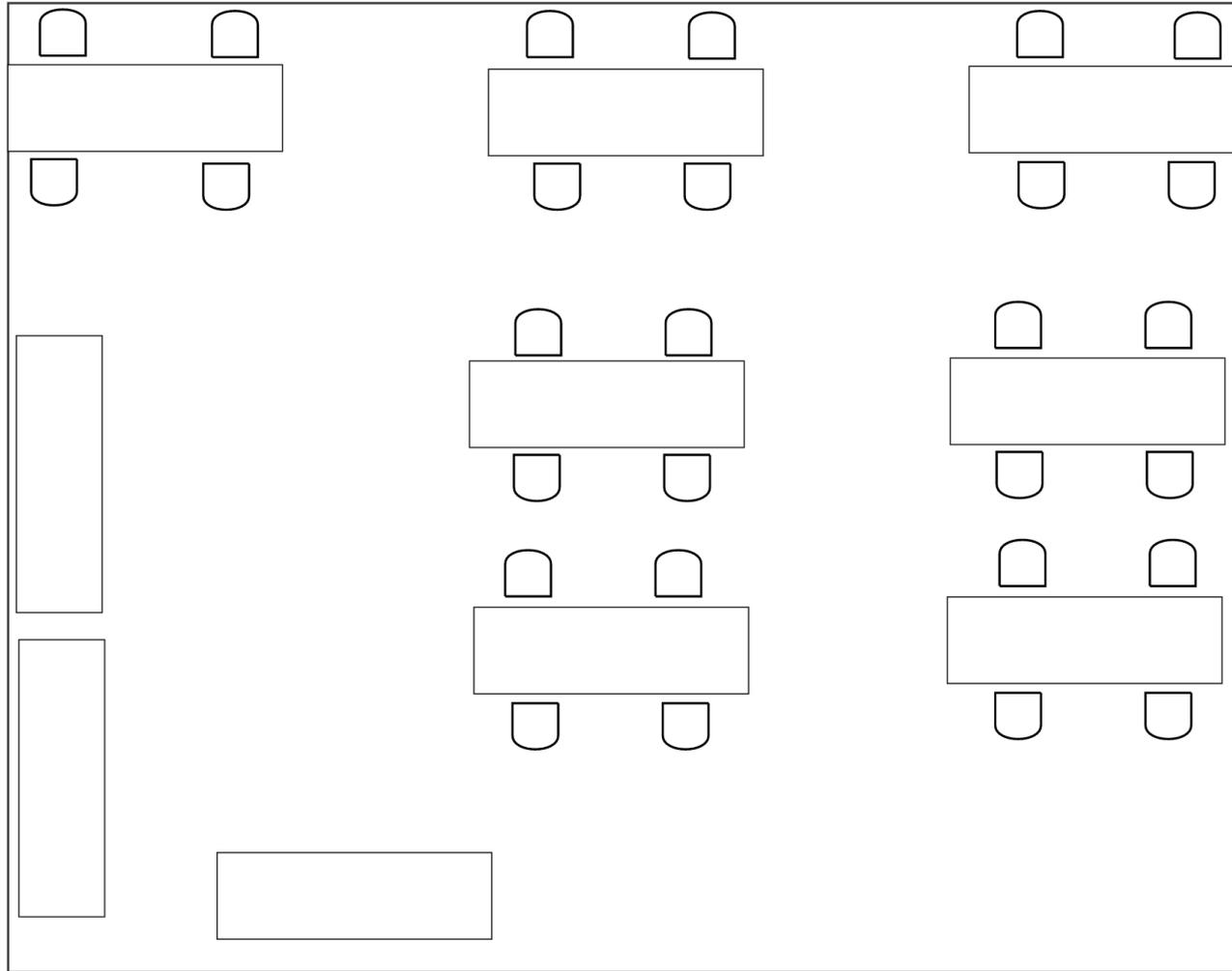
Appendix 14

Valley Room Layout



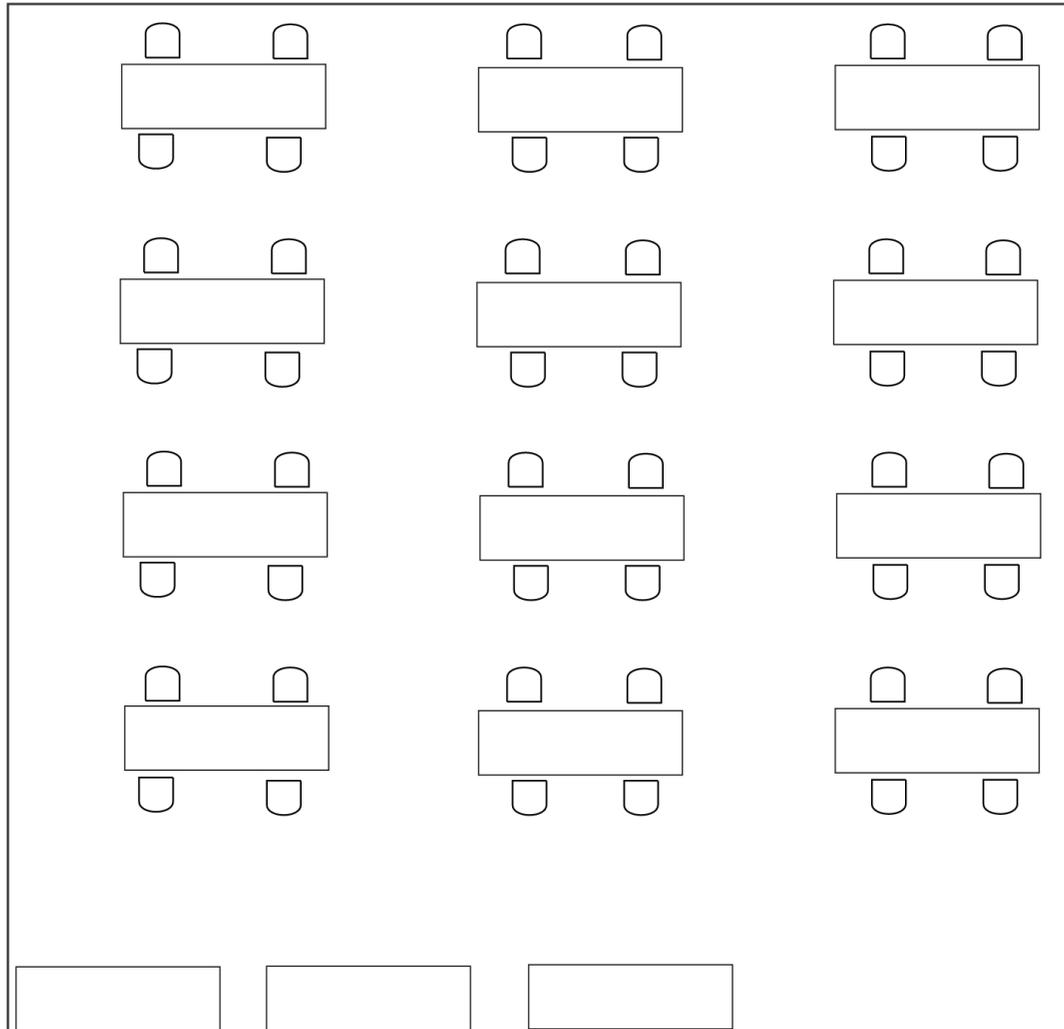
Appendix 15

Small Picnic Pavilion Layout



Appendix 16

Large Picnic Pavilion Layout

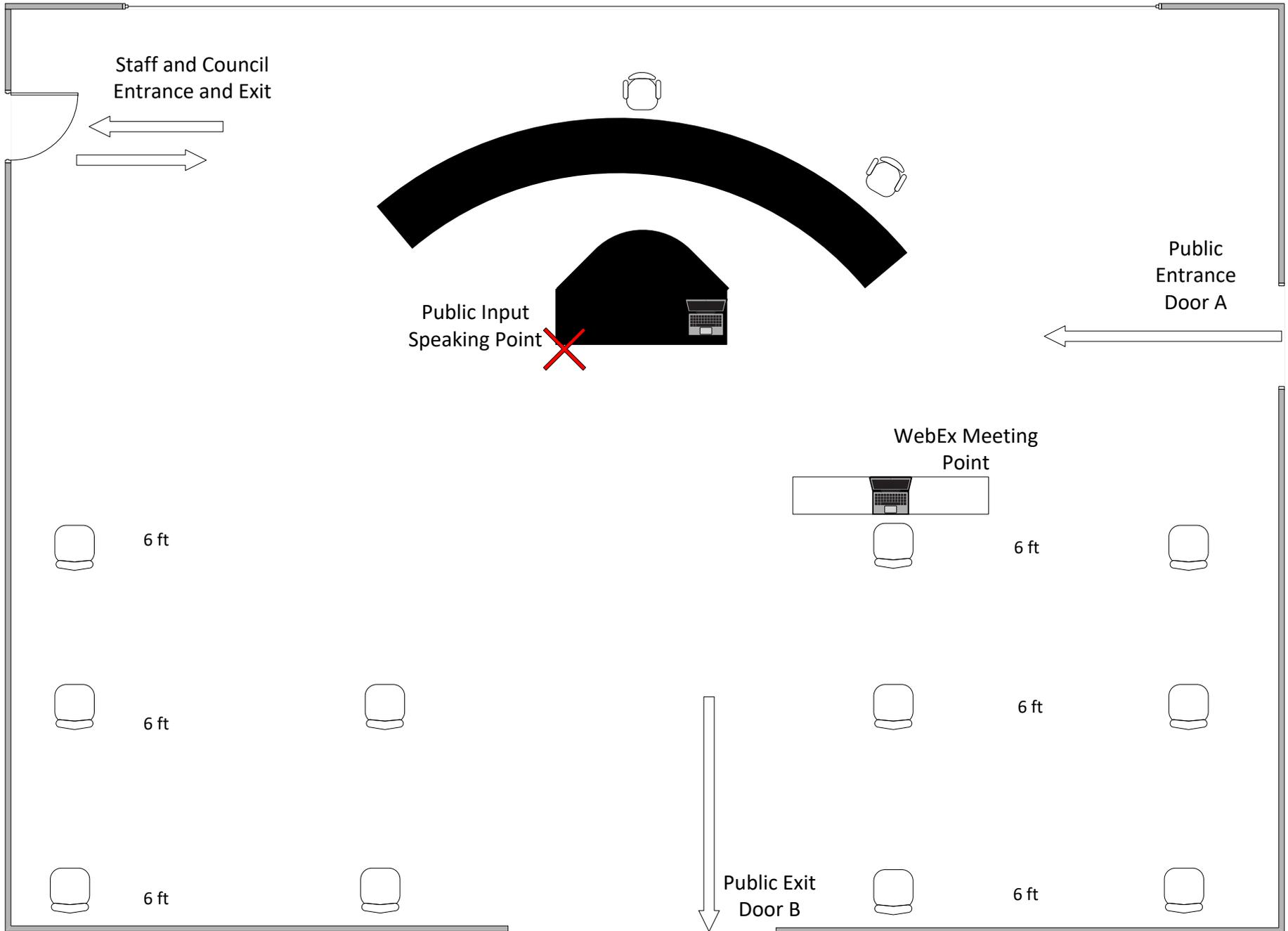


Appendix 17

Council Chambers Layout

Council Chambers

Maximum capacity =
15 individuals



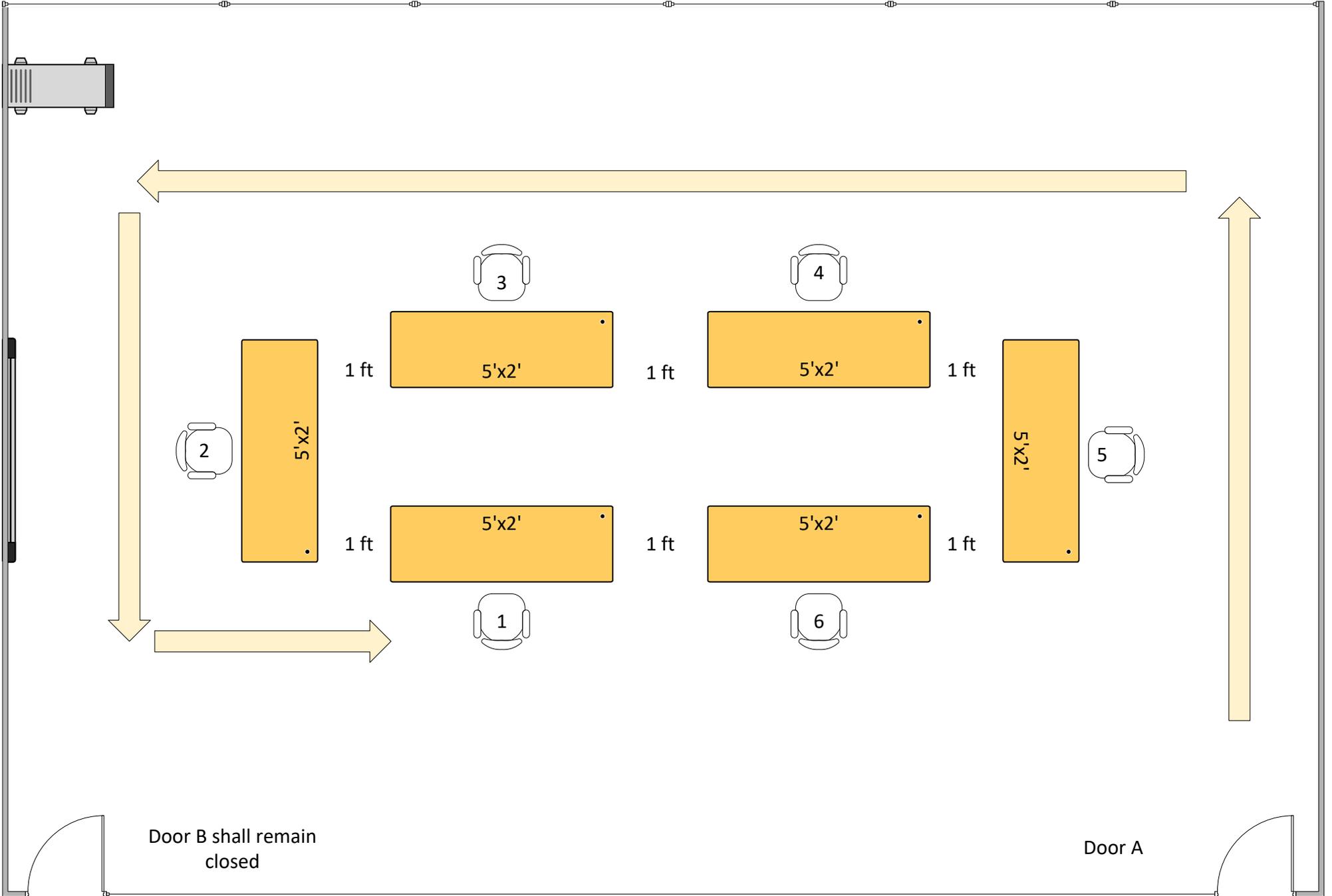
Appendix 18

Council Conference Room Layout

Council Conference Room

28x28

Maximum capacity =
6 individuals



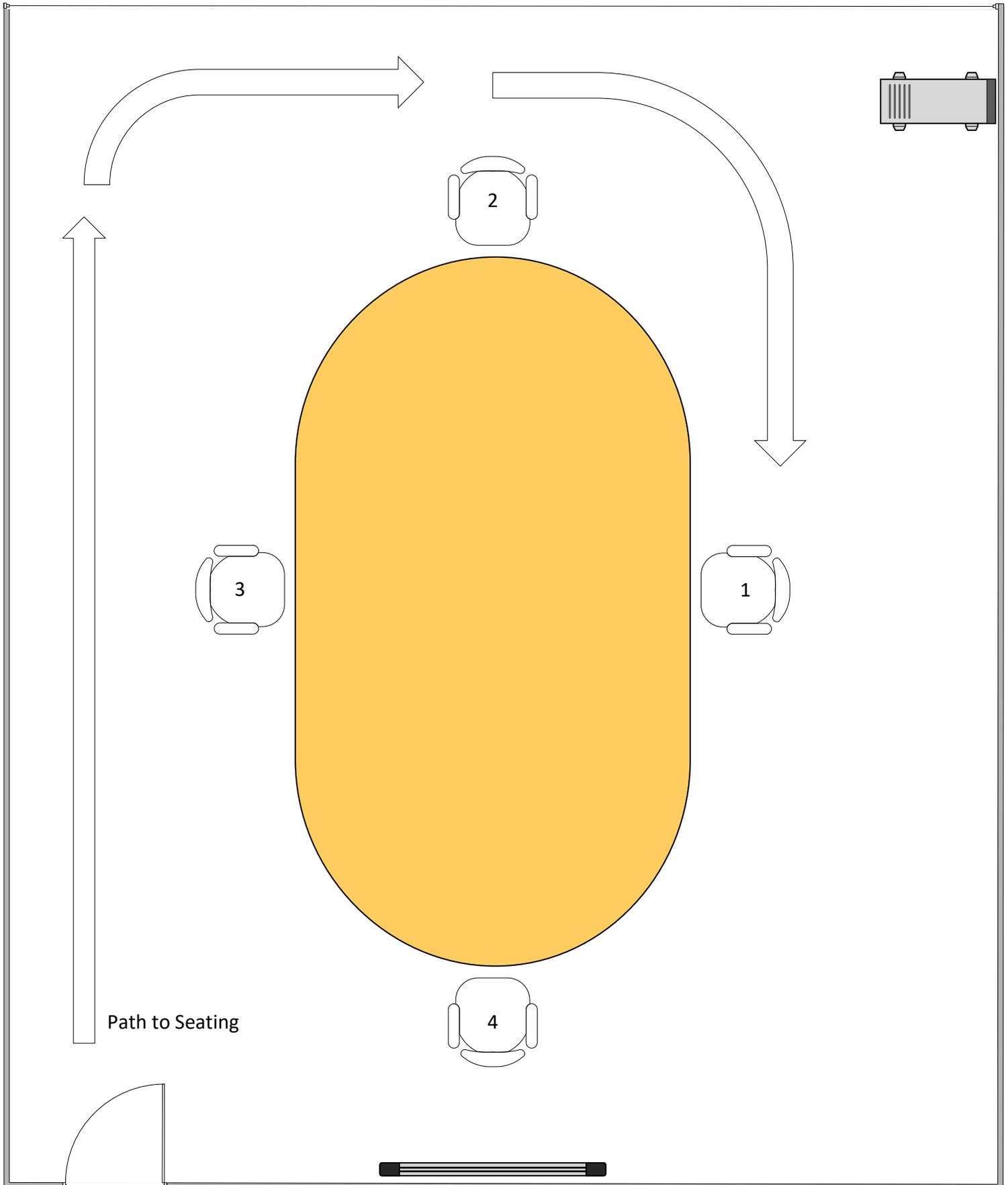
Appendix 19

Manager's Conference Room Layout

Manager's Conference Room

14x19

Maximum capacity =
4 individuals



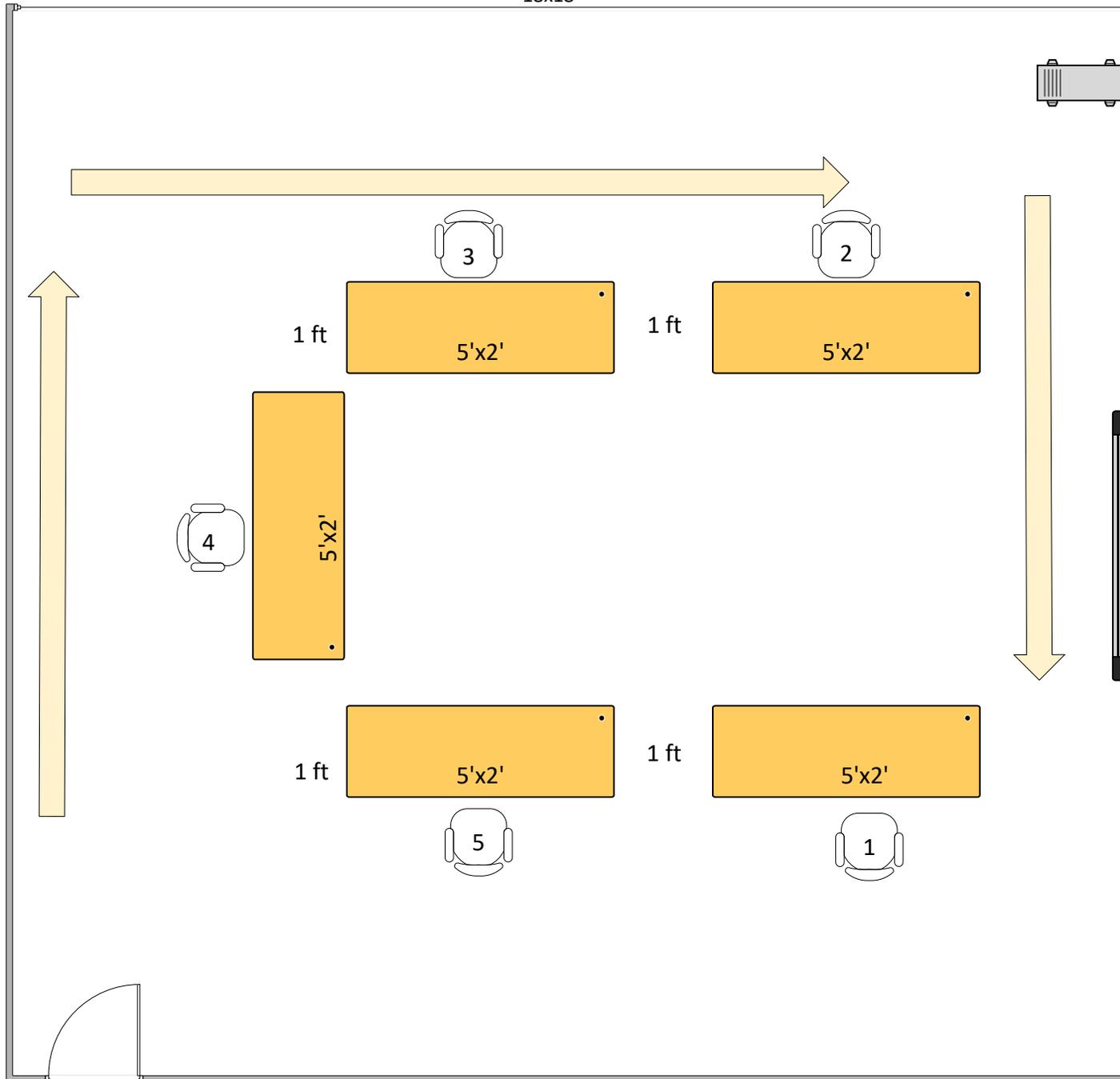
Appendix 20

Lower Level Conference Room Layout

Lower Level Conference Room

18x18

Maximum capacity =
5 individuals

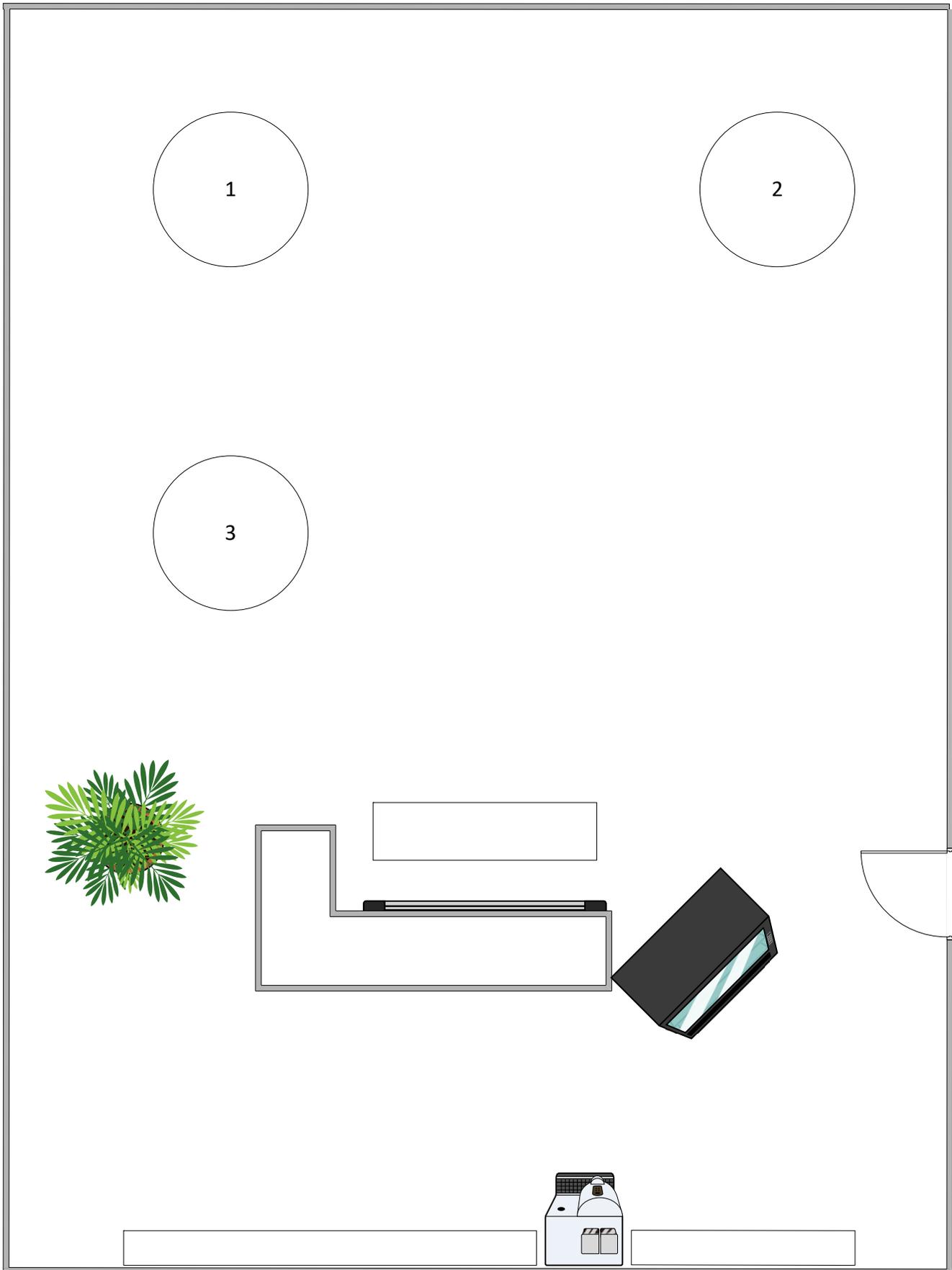


Appendix 21

Employee Breakroom Layout

Lower Level Employee Breakroom

Maximum capacity =
3 individuals

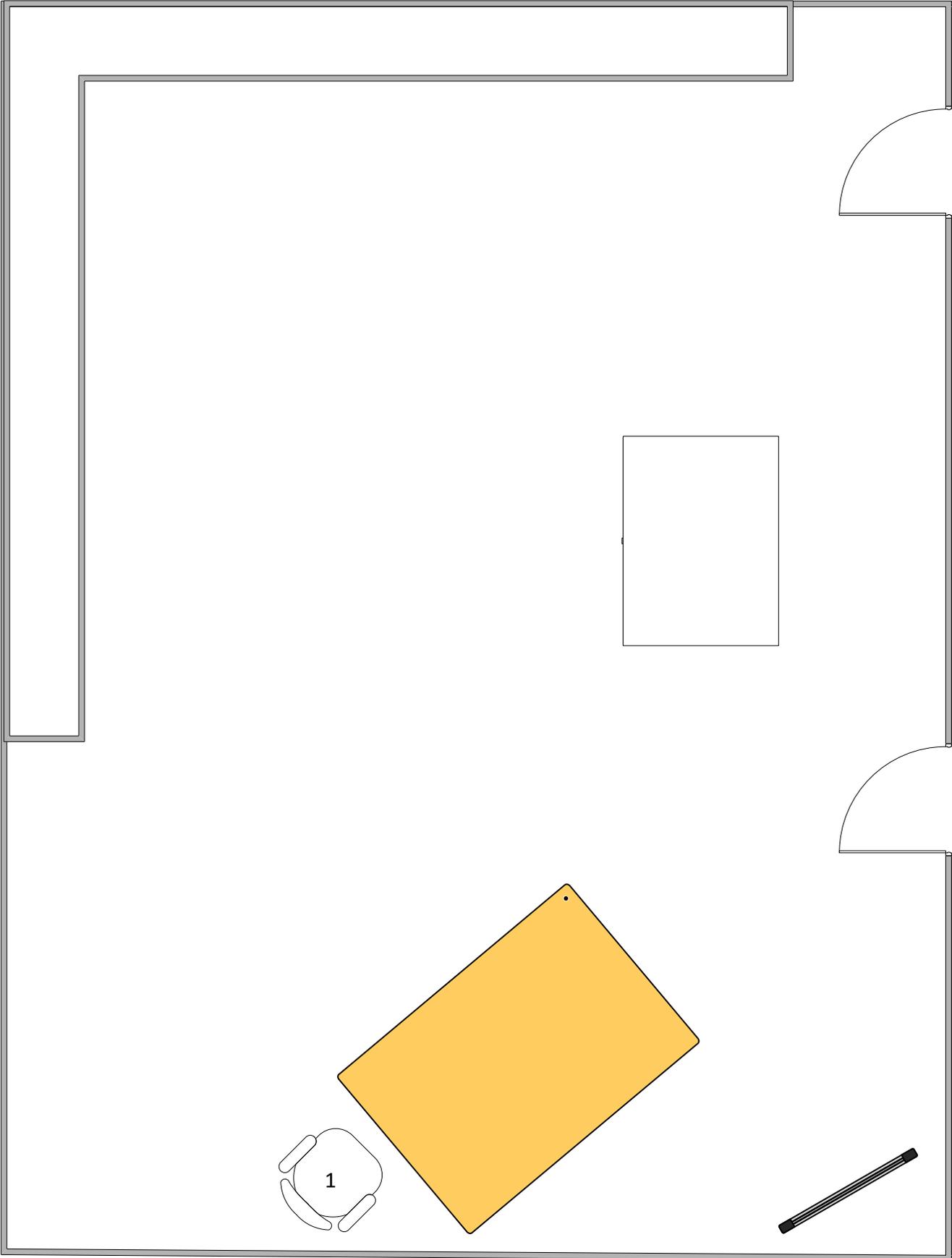


Appendix 22

Police Breakroom Layout

Police Breakroom

Maximum capacity =
2 individuals



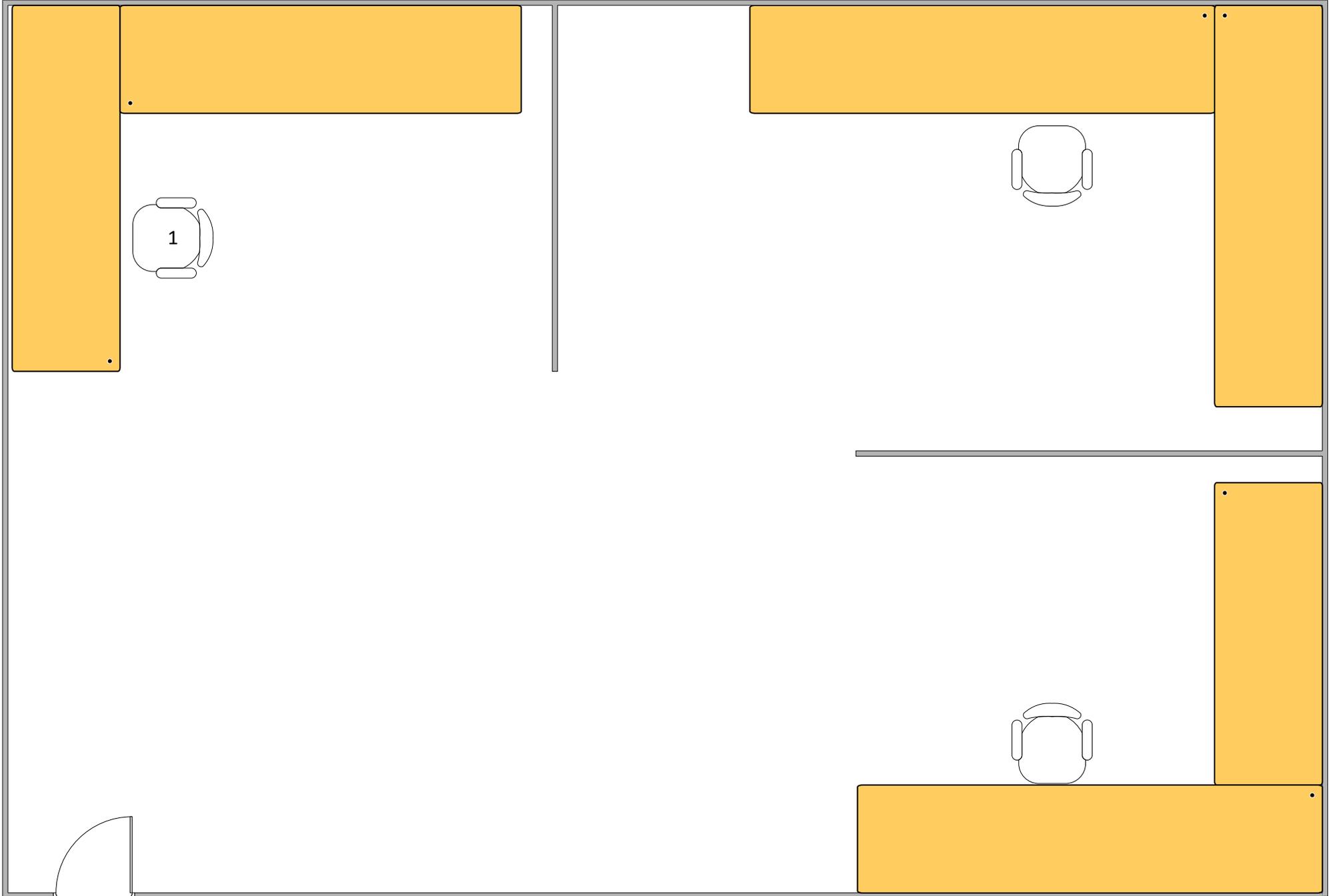
Appendix 23

Police Report Writing Room Layout

Police Report Writing Room

15 x 15

Maximum capacity =
3 individuals

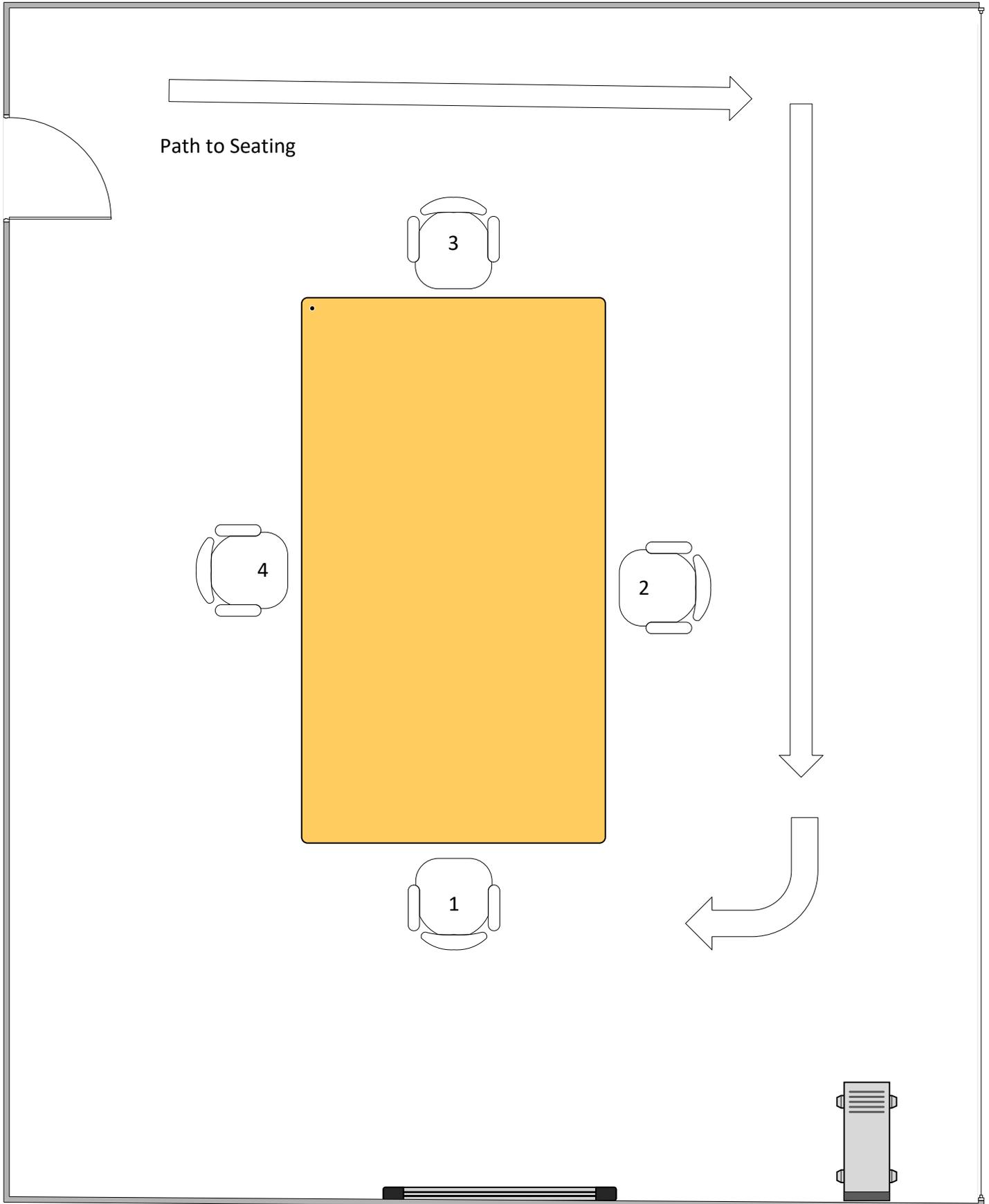


Appendix 24

Police Department Conference Room Layout

Police Department Conference Room

Maximum capacity =
4 individuals

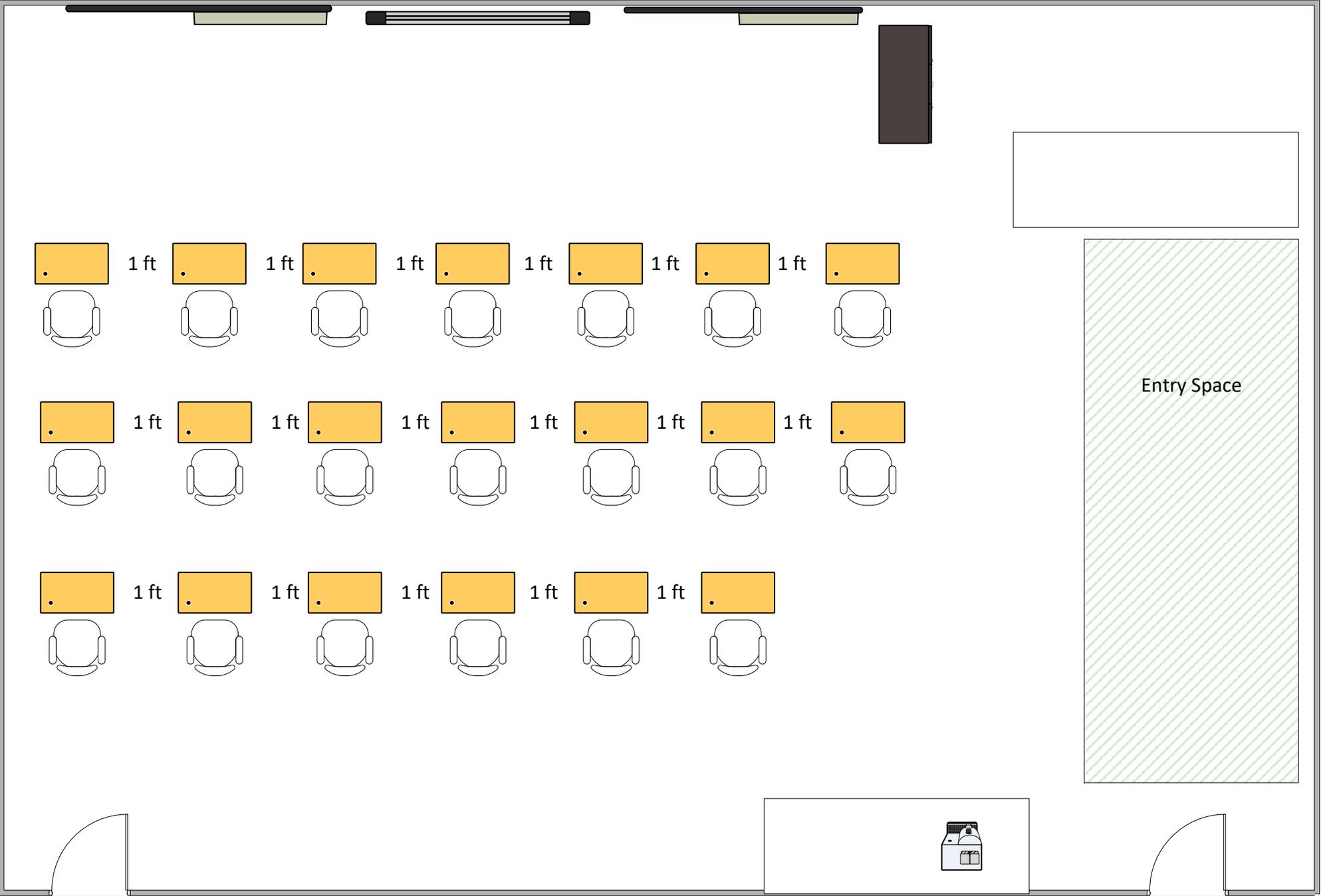


Appendix 25

Public Safety Training Room Layout

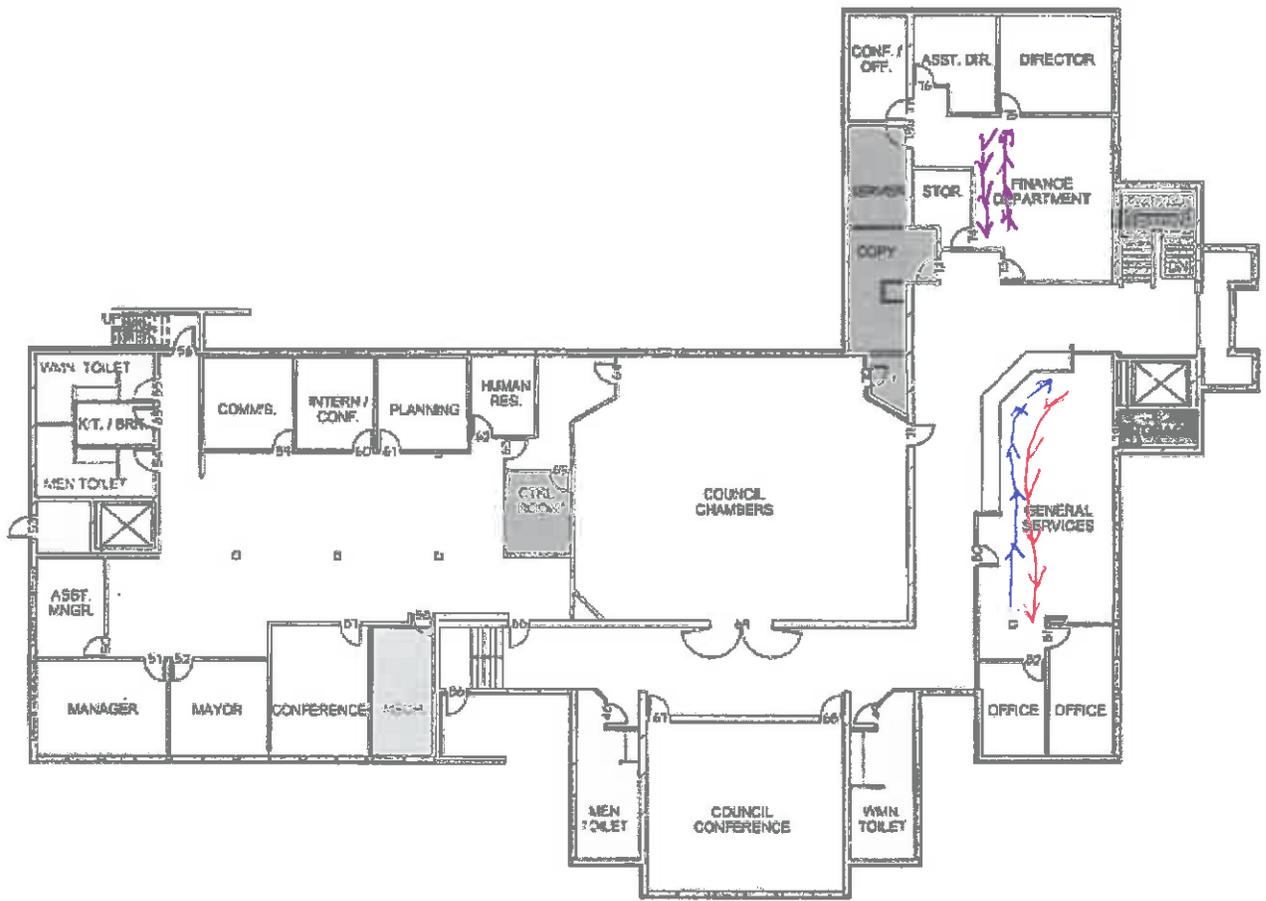
Public Safety Training Room

Maximum capacity =
21 individuals



Appendix 26

General Services Customer Service Flowchart

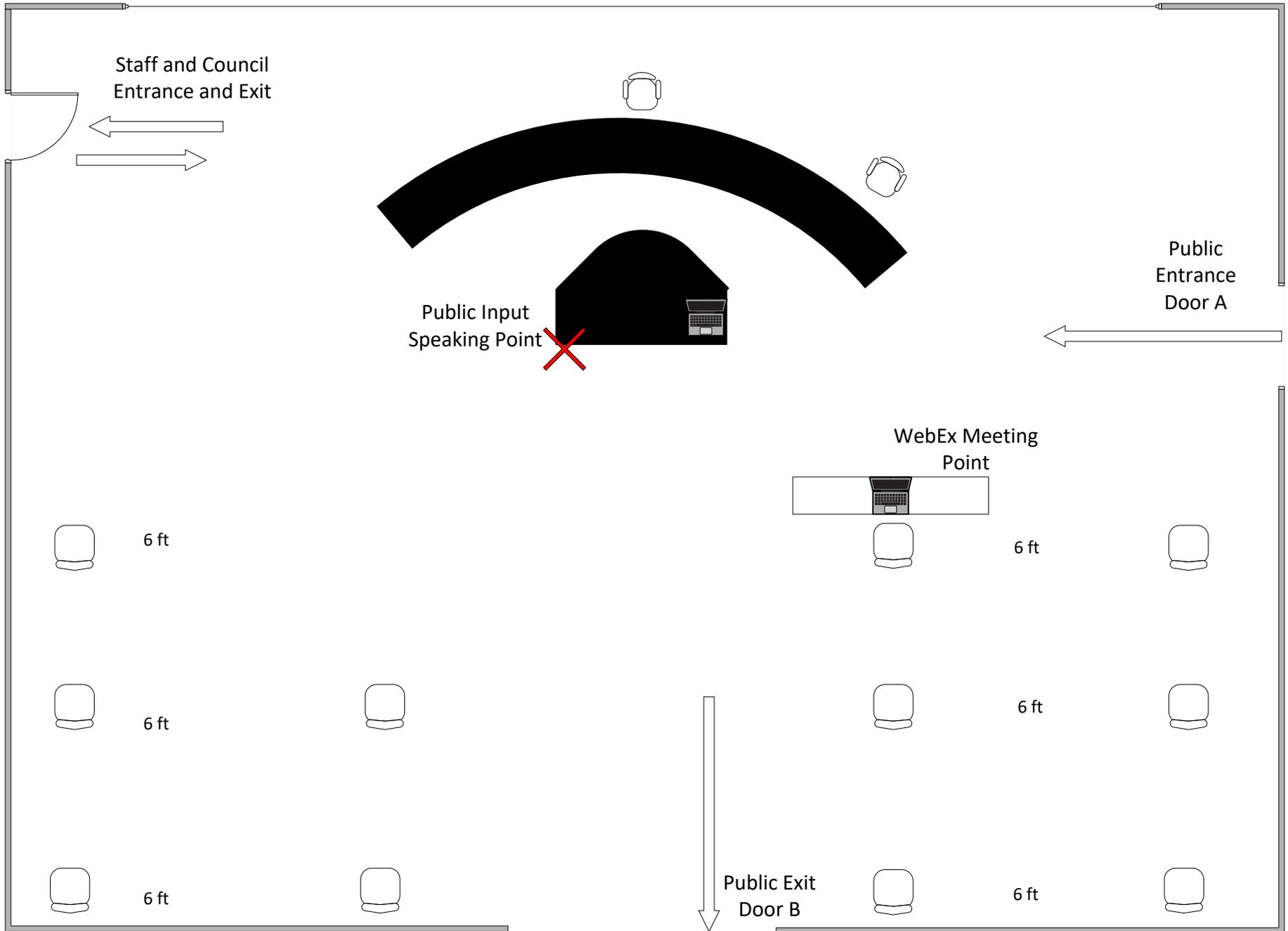


Appendix 27

City Council Hybrid/Live Meetings Room Plan Layout

Council Chambers

Maximum capacity =
15 individuals

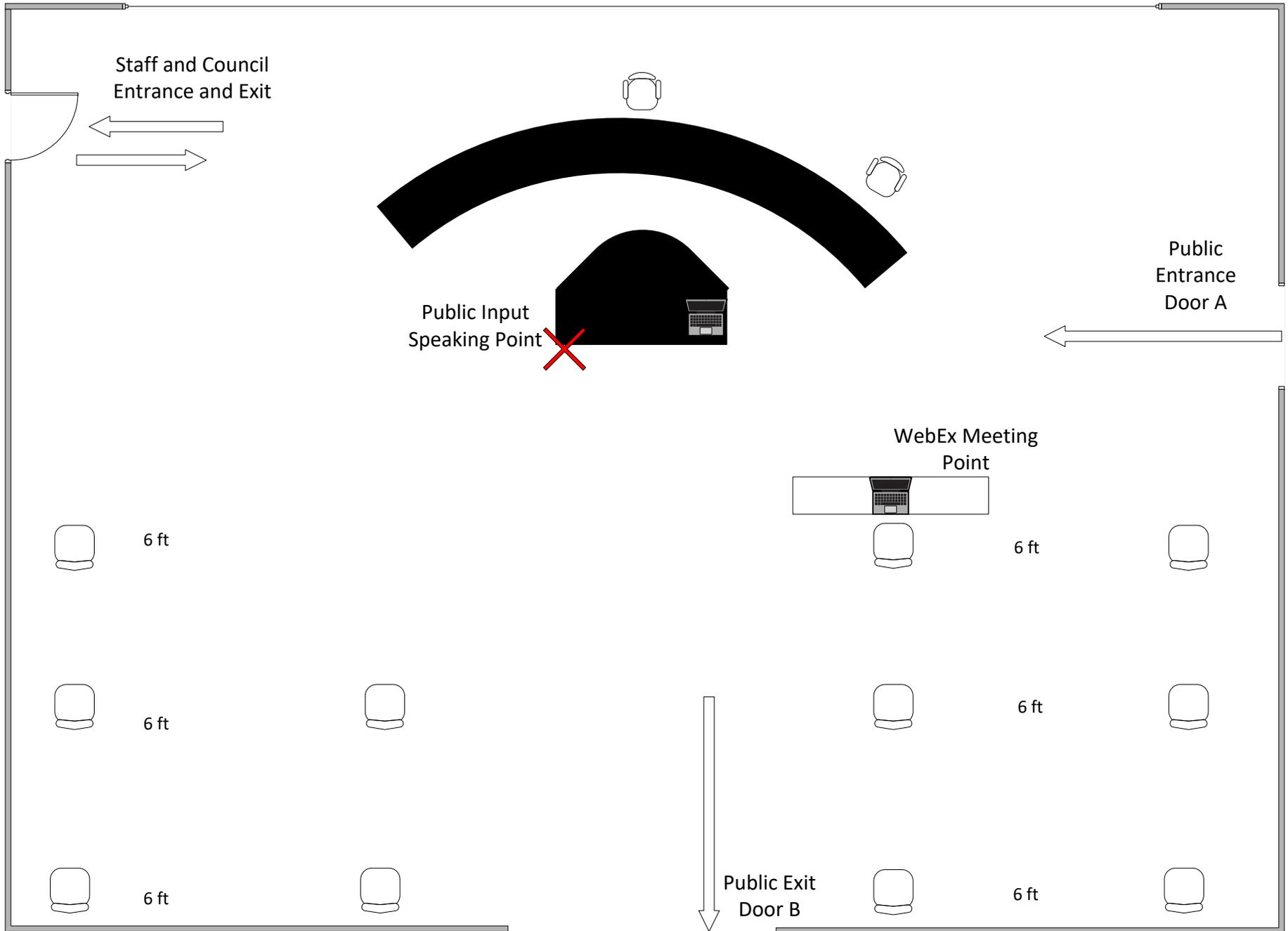


Appendix 28

Boards and Commissions Hybrid/Live Meetings Room
Plan Layout

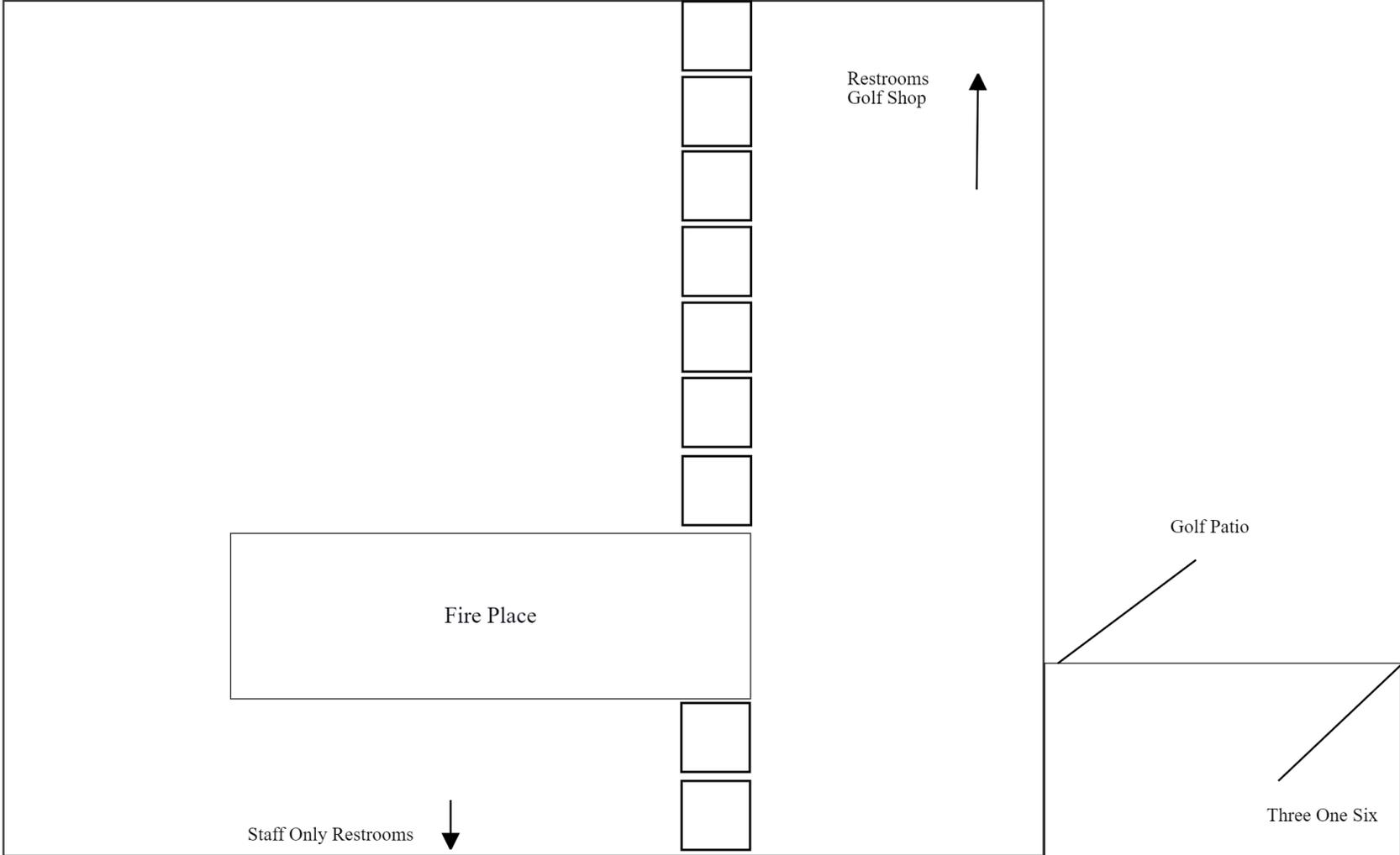
Council Chambers

Maximum capacity =
15 individuals



Appendix 29

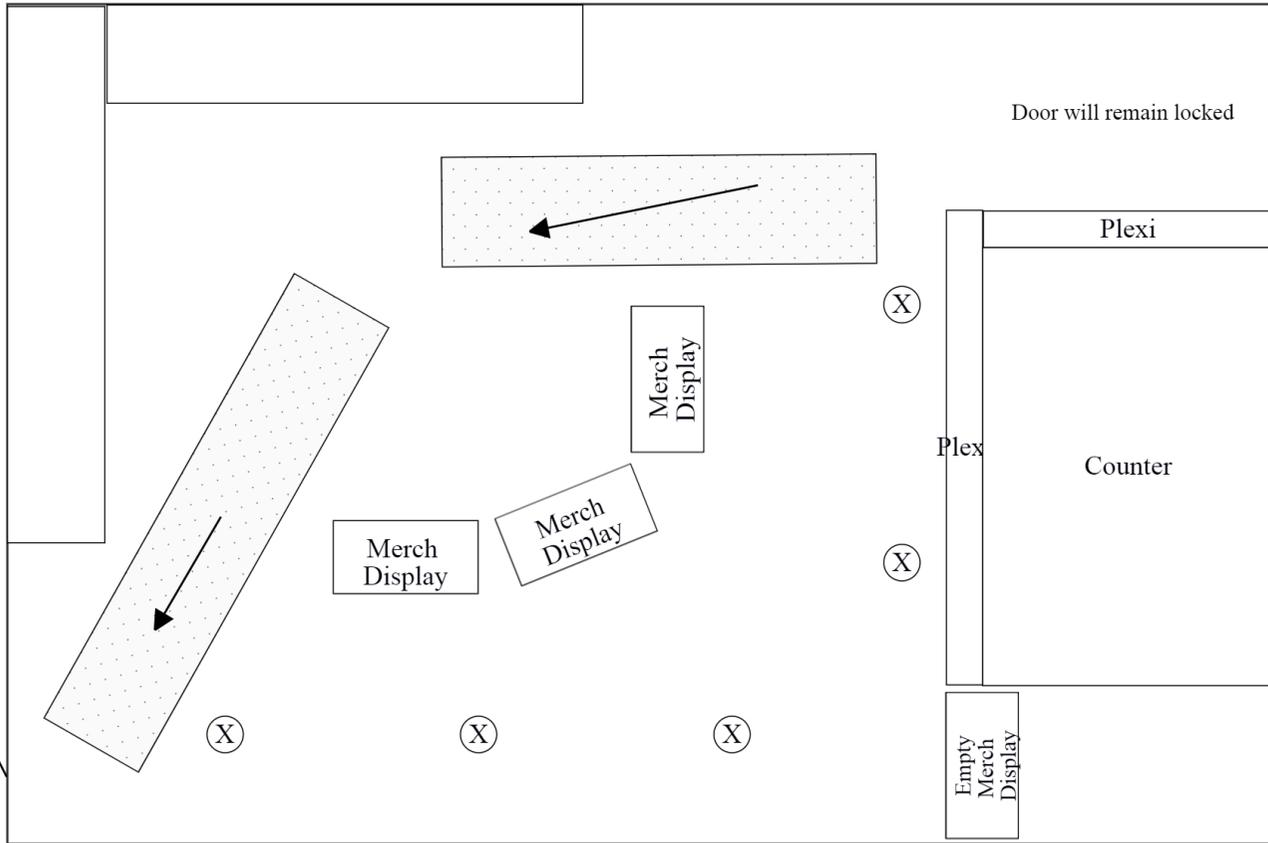
Brookview Guest Services Site Plan Layout



Appendix 30

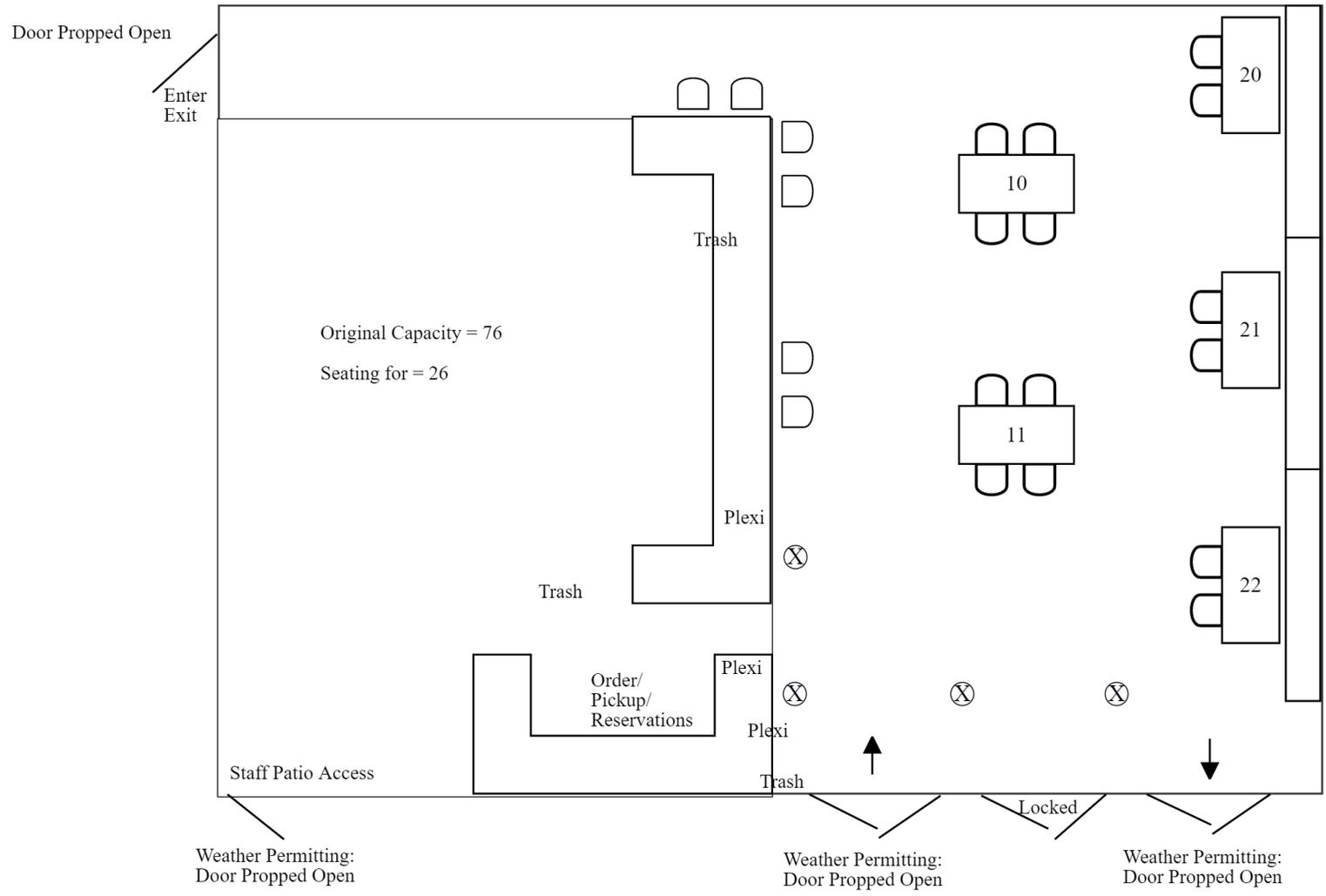
Golf-Shop Diagram Layout

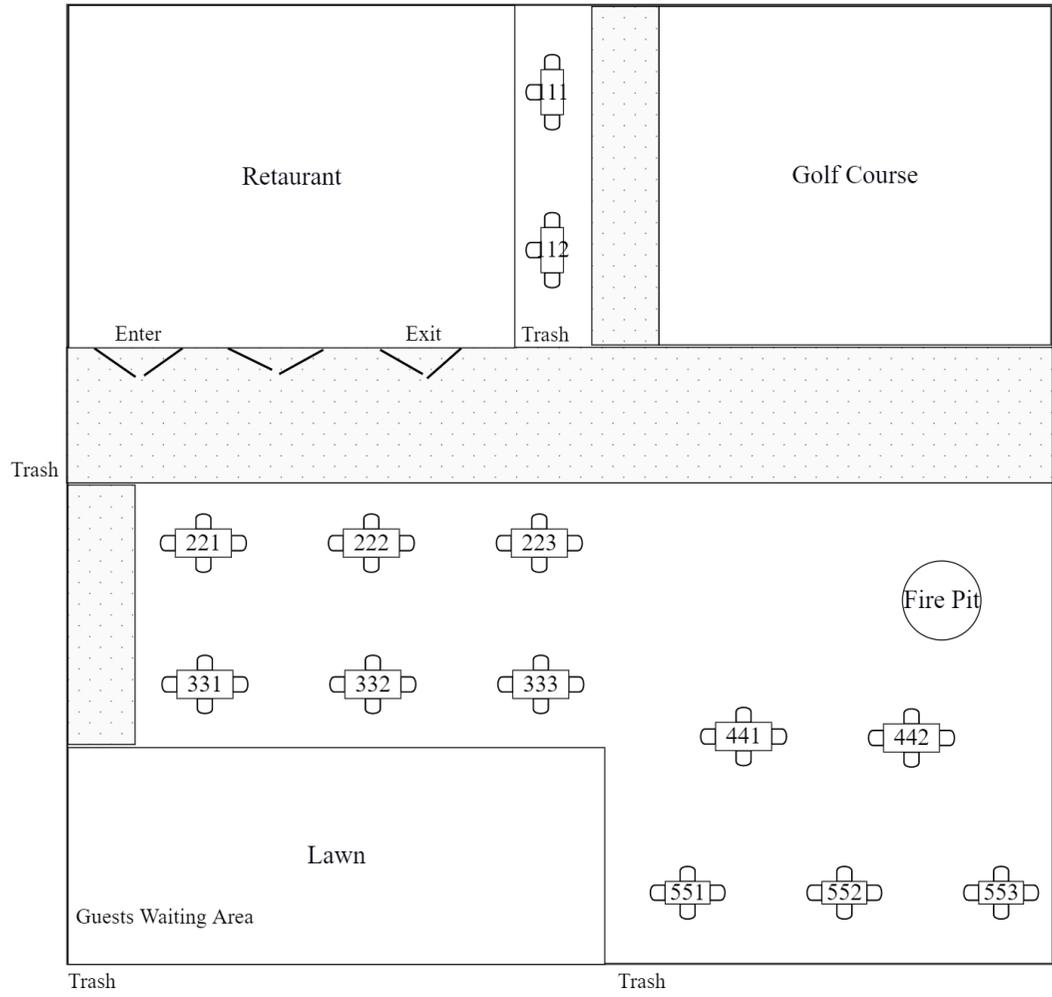
Sign
Only 5 Guests at a time,
Please wait here for next open spot

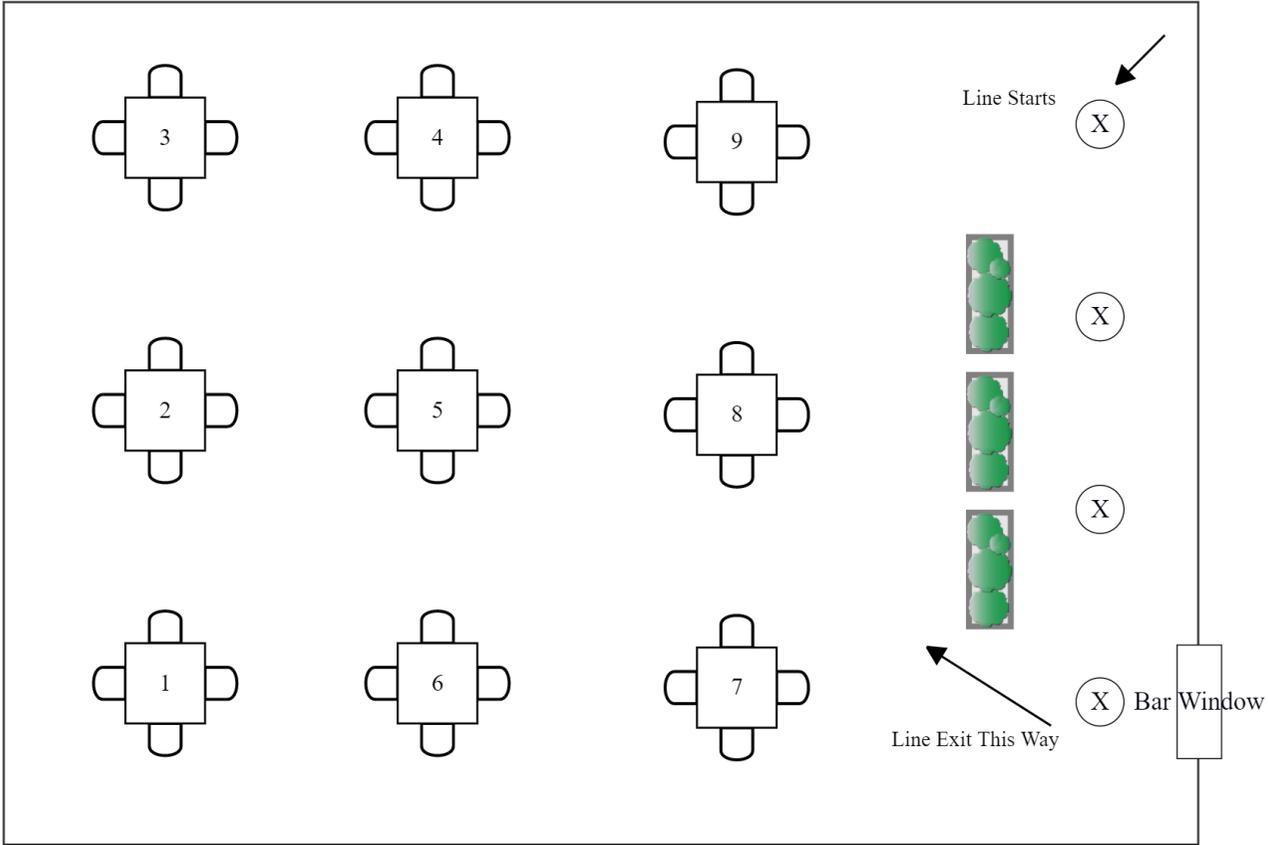


Appendix 31

Three One Six Site Plan Layout







Appendix 32

WSFA COVID-19 Mitigation Plan



WSFA COVID-19 Mitigation Plan

The following plan is intended to help reduce the risk or transmission of COVID-19 during training. This plan includes two parts (1) planning, scheduling, and social distancing and (2) pre-training symptom screening. This plan is created following recommendations from the CDC, MDH, and each department's Medical Director (division instructor for the West Metro Fire Academy).

Planning, Scheduling, and Social Distancing

To minimize the number of students in each class offered by the academy, all classes will be offered in two or three different shifts depending on the type of class. To achieve maximum social distancing measures during the training sessions, the class will be sub-divided into smaller working groups or crews. All students and instructors will be required to wear a minimum of a cloth mask when working in small groups or crews where social distancing cannot be achieved, for example search and rescue and fire attack training.

Pre-Training Health Screening

WSFA will take every available precaution to protect students and instructors ("Participants"), however, due to the nature of the training activities required to build essential firefighting skills, it is not always possible to maintain social distancing in a training environment. Therefore, as a precautionary measure to reduce the spread of COVID-19, effective May 30, 2020, all students and instructors participating in on-site WSFA activities are required to submit to the following pre-training health screening measures:

- Conduct a self-administered pre-training symptom screening; and
- Have their body temperature taken.

Pre-Training Symptom Screening

Participants shall continuously monitor themselves for a fever or two or more of the following symptoms:

- Cough
- Runny nose
- Shortness of breath or difficulty breathing
- Fever of 100 degrees Fahrenheit or higher
- Chills
- Muscle pain
- Sore throat
- New loss of taste or smell
- Vomiting or diarrhea within the last 24 hours

Participants who are experiencing either a fever, or two or more of any of these symptoms while home should not report to training and should contact their supervisor (training officer). A Participant who is experiencing any symptoms of COVID-19 while at training will be sent home. The Participant should monitor his or her symptoms and call a doctor if concerned about the symptoms.

Body Temperature Screening

Upon arrival, Participants should report to the entrance point designated by the lead instructor. The entrance point will be designated in writing in advance and Participants shall report to the designated entrance point prior to entering any other areas of WSFA member City property. Each employee will be screened in a private location by the lead instructor using a non-contact thermometer supplied by the City hosting the training event. lead instructor shall follow all instructions for the particular thermometer being used, shall be trained in

administering temperature checks, shall use appropriate PPE while administering the temperature checks, and shall sanitize all equipment between use. Participants shall practice social distancing while waiting to be screened.

A Participant who has a fever at or above 100 degrees Fahrenheit will be sent home and all conversations about Participants' health, including the results of the temperature screening will take place in private and the results of all screenings will be treated as private medical records. Participants' temperatures will not be documented.

If an employee is sent home, they can return to training when they meet the return to work requirements of their employer City.



EXECUTIVE SUMMARY

City Administration

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

Golden Valley City Council Meeting June 16, 2020

Agenda Item

6. E. Adopt Resolution Ending Local Emergency

Prepared By

Tim Cruikshank, City Manager

Maria Cisneros, City Attorney

Summary

On March 29, 2020, the Mayor and Council declared a local emergency related to the civil unrest in Minneapolis and St. Paul. Under that local emergency declaration, the Mayor and Council imposed a curfew consistent with the curfew imposed by the Governor and the cities of Minneapolis and St. Paul. That curfew continued until June 3, 2020. There is no longer a need to impose a curfew. Therefore, the City no longer requires an emergency declaration. Under the terms of the emergency declaration and resolution, the local emergency may be terminated by resolution of the Council.

Financial or Budget Considerations

Not Applicable

Recommended Action

Motion to adopt Resolution terminating the local emergency related to the civil unrest in Minneapolis and St. Paul.

Supporting Documents

- Resolution Ending Local Emergency (1 page)

RESOLUTION NO. 20-38

CITY OF GOLDEN VALLEY
RESOLUTION ENDING LOCAL EMERGENCY

WHEREAS, on May 29, 2020, the Mayor of the City of Golden Valley found that civil unrest in the neighboring cities of Minneapolis and Saint Paul threatens the health, safety and welfare of the residents of and the property within the City of Golden Valley; and

WHEREAS, on May 29, 2020, the Mayor declared that the situation was a local emergency; and

WHEREAS, on May 29, 2020, the City Council recognized and extended the local emergency; and

WHEREAS, the City Council finds that the civil unrest and related threats have subsided and there is no longer a need for a local emergency.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN VALLEY, MINNESOTA:

The City Council of the City of Golden Valley hereby ends the local emergency declared on May 29, 2020.

Adopted by the City Council of Golden Valley, Minnesota this 16th day of June, 2020.

Shepard M. Harris, Mayor

ATTEST:

Kristine A. Luedke, City Clerk



EXECUTIVE SUMMARY

City Administration

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

Golden Valley City Council Meeting June 16, 2020

Agenda Item

6. G. COVID-19 Pandemic Emergency Administrative Actions

Prepared By

Tim Cruikshank, City Manager

Maria Cisneros, City Attorney

Summary

The City Manager and City Attorney recommend that the City Council ratify the attached Emergency Administrative Actions that staff has taken since June 2, 2020 in response to the COVID-19 pandemic.

The new actions include:

- Emergency Administrative Action 20-50 Approving Independent Contractor Agreement with Twin City Tennis Camps
- Emergency Administrative Action 20-51 Approving Independent Contractor Agreements for Golf Instruction Services
- Emergency Administrative Action 20-52 Adopting the Parks & Recreation Section of the COVID-19 Operations Recovery and Readiness Plan

The City Manager and City Attorney recommend the Council ratify these Emergency Administrative Actions.

Financial or Budget Considerations

Not Applicable

Recommended Action

Motion to ratify Emergency Administrative Actions 20-50 through 20-52.

Supporting Documents

- Emergency Administrative Actions 20-50 through 20-52 (26 pages)



7800 Golden Valley Road
Golden Valley, MN 55427

**EMERGENCY ADMINISTRATIVE ACTION 20-50
APPROVING AGREEMENT
WITH TWIN CITY TENNIS CAMPS**

Pursuant to Mayoral Proclamation and Council Resolution effective March 17, 2020, the City of Golden Valley approves the attached Independent Contractor and Court Rental Agreement with Twin City Tennis Camps and authorizes the Mayor and City Manager to sign the agreement upon ratification of this Emergency Administrative Action by the City Council.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Date: June 10, 2020

Timothy J. Cruikshank, City Manager

INDEPENDENT CONTRACTOR & COURT RENTAL AGREEMENT

THIS AGREEMENT is made this June 10, 2020 (“Effective Date”) by and between Twin City Tennis Camps (Inc.) a Minnesota corporation with its principal office located at 8014 Olson Memorial Highway, Ste. 101, Golden Valley, Minnesota (“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 providing tennis instruction.
- B. The City is the owner of tennis courts located at the Brookview Parks named in the attached **Exhibit A** in Golden Valley, Minnesota (the “Facilities”).
- C. Contractor desires to rent from the City and the City desires to rent Contractor tennis court time at the Facilities.

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

AGREEMENT

1. **Facility Use.** The City agrees to rent court time to Contractor for the times and dates shown on the attached **Exhibit A** and in accordance with the terms of this Agreement. Such schedules may be amended from time to time upon the written agreement of both parties’ representatives, or as deemed necessary at the discretion of the Parks & Recreation Director. Contractor may request additional court time, which the City may grant or deny in its own discretion. Any additional court time shall be subject to additional fees. Contractor shall use and occupy the Facilities solely for the purpose of providing the services described herein and in accordance with the terms of this Agreement.
2. **Other City Services.** In addition to the Facility use described in paragraph one above, the City shall be responsible for the following services:
 - a. **Promotion:** The City shall promote Contractor’s programs in one to two full pages of advertising in its Spring/Summer catalog and one-half to one page in its Fall catalog. Contractor will work with Golden Valley Park and Recreation staff for layout and catalog deadlines.
 - b. **Bathrooms:** The City shall clean the permanent bathrooms located at the Brookview Park tennis building and all portable bathrooms on City property pursuant to the City’s CORR Plan, which shall be provided to Contractor for review prior to the beginning of the 2020 season. Contractor’s staff shall support the daily disinfecting schedule on the weekends using an approved disinfectant product provided by the city.
 - c. **Trash and Recycling:** The City shall provide trash and recycling containers onsite as needed. The City shall remove all trash and recycling on a regular weekly schedule.
3. **Term.** This agreement will commence on June 10, 2020 and will continue until October 31, 2020.

4. **Services.** With respect to its programming, Contractor agrees to provide the services as described in the attached **Exhibit B** (the "Services"). All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar services.

5. **Time for Completion.** The Services shall be completed on the dates specified in the attached **Exhibit A**, provided that the parties may extend the stated deadlines upon mutual written agreement. Notwithstanding paragraph 3 above and except as otherwise provided herein, this Agreement shall remain in force and effect commencing from the effective date and continuing until the completion of Contractor's programs, unless terminated by the City or amended pursuant to the Agreement.

6. **Consideration.** Contractor shall pay the City:

- a. \$6.00 per hour of court usage.
- b. 50% of the cost of renting and cleaning the rented portable toilets at the Facilities.

The City shall invoice Contractor on a monthly basis and Contractor shall make all payments by check payable to the City of Golden Valley within 30 days. All fees shall be considered fully earned by the City upon receipt by the City. Any expenses incurred by the Contractor pursuant to providing the Services, including but not limited to travel and phone expenses, are the sole responsibility of the Contractor.

7. **Termination.** Notwithstanding any other provision herein 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.

Notwithstanding anything to the contrary herein, if at any time the actions of the Contractor and/or their staff compromise the physical, mental or emotional safety of a participant (as determined by the City), the City shall have the right to immediately suspend Services until the issue has been resolved or the contract terminated. In the event of a termination, Contractor shall pay the City for court time used to the date of termination.

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

8. **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.

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

11. **Waiver.** Contractor waives all its rights against the City for damages covered by property insurance. Contractor shall require a similar waiver from all its consultants and subcontractors, if any. Contractor waives all of its rights of recovery against the City because of deductible clauses in, or inadequacy of limits in, any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor. Contractor waives any of its rights of recovery against the City because of a lack of insurance coverage. Contractor shall require similar waivers from all of its consultants. Contractor shall waive all of its rights of recovery against the City for loss or damage to any of its equipment, machinery, tools or property that is used in connection with this Agreement. Contractor shall require a similar waiver from all its consultants and subcontractors.

12. **Insurance.** Contractor, at its expense, shall procure and maintain in force for the duration of this Agreement, the following minimum insurance coverages:

- a. **Comprehensive General Liability.** Contractor shall maintain commercial general liability insurance in a minimum amount of \$2,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, personal injury, advertising injury, and contractually assumed liability. The City shall be named as an additional insured.
- b. **Automobile Liability.** If Contractor transports any program participants in its vehicles, the Contractor shall maintain commercial automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum combined single limit of \$2,000,000 per occurrence.
- c. **Workers' Compensation and Employer's Liability.** Contractor agrees to provide workers' compensation insurance for all of its employees in accordance with the statutory requirements of the State of Minnesota.

Within ten days of the effective date of this Agreement and thereafter upon the City's request, Contractor shall provide a certificate of insurance as proof that the above coverages are in full force and effect. These insurance requirements may be met through any combination of primary and umbrella/excess insurance. Contractor's policies shall be primary and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of the Contractor's performance under this Agreement. Contractor's policies and certificate of insurance shall state the coverage afforded under the policies shall not be cancelled without at least 30 days' advanced written notice to the City.

Without prejudice to any other right or remedy, if Contractor fails to obtain the required insurance, the City may elect to obtain equivalent insurance to protect Owner's interests at Contractor's expense and the consideration shall be adjusted accordingly.

13. **COVID-19.** In accordance with all applicable City, state, and federal laws, ordinances, rules and regulations related to the ongoing COVID-19 pandemic, Contractor agrees to the following:

- a. Contractor shall be solely responsible for all safety precautions at the Facilities during the time it is conducting its activities.
- b. Contractor shall submit (a) a copy of its COVID-19 preparedness plan to the City for review; and (b) a certification that Contractor has adopted a COVID-19 preparedness plan that meets the requirements of the United States government and the State of Minnesota. (Exhibit C)
- c. Contractor shall at all times abide by all applicable state, federal and City rules, laws and ordinances, as well as the requirements of its COVID-19 preparedness plan.

The City reserves the right to immediately terminate this Agreement without notice if Contractor does not abide by the requirements of this Paragraph 13.

14. **Assignment and Subcontracting.** 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 Services required by this Agreement. Any instrument in violation of this provision is null and void.

15. **Independent Contractor.** Contractor is an independent contractor. Contractor's duties shall be performed with the understanding that Contractor has special expertise as to the services which Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. Contractor shall provide or contract for all required equipment and personnel. Contractor 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. 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 services 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.

16. **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 date Contractor agrees to provide the Services. 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.

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

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

19. **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.

20. **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 Services.

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 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.

23. **No Discrimination.** Contractor 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. Contractor agrees to comply with the Americans with Disabilities Act as amended ("ADA"), section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. 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 Services 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.

24. **Authorized Agents.** The City's authorized agent for purposes of administration of this contract is Rick Birno, the Parks and Recreation Director of the City, or designee. Contractor's authorized agent for purposes of administration of this contract is Daniel Nabedrick, 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 mailed, personally delivered or emailed to:

CONTRACTOR	THE CITY
Daniel Nabedrick	Rick Birno, Parks & Recreation Director
Twin City Tennis Camps	City of Golden Valley
8014 Highway 55, Ste. 101	7800 Golden Valley Road
Golden Valley, MN 55427	Golden Valley, MN 55427
dnabedrick@twincitytenniscamps.com	rbirno@goldenvalleymn.gov

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

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

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

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

29. **Signatory.** Each person executing this Agreement ("Signatory") represents and warrants that they are duly authorized to sign on behalf of their respective organization. In the event 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.

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

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

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

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

TWIN CITY TENNIS CAMPS (INC.):

By: _____

Name: _____

Title: _____

CITY OF GOLDEN VALLEY:

By: _____

Shepard M. Harris, Mayor

By: _____

Timothy J. Cruikshank, City Manager

EXHIBIT A
FACILITY USE SCHEDULE

2020 TWIN CITY TENNIS CAMP SCHEDULE

SUMMER

Brookview 6/10-8/28	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	8:30 AM-4 PM	9:30 AM-12 PM					
	6 courts	4 courts					

4-8 PM	4-8 PM	4-8 PM	4-8 PM	4-6 PM		
4 courts						

Wesley 6/10-8/28	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	8:30 A-4 PM						
	4 courts						

Seeman 6/10-6/26	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
		6 - 8 PM		6 - 8 PM		10 AM - 12 PM	
		2 courts		2 courts		2 courts	

Brookview 8/31-8/8	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	8:30 A-4 PM						
	4 courts						

Saturday, June 13: Brookview move to Wesley 4 courts

FALL

Lions 8/31-10/18	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	4-6 PM	4-6 PM	4-6 PM	4-6 PM			
	2 courts	2 courts	2 courts	2 courts			

Wesley 8/31-10/18	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	4-6 PM	4-6 PM	4-6 PM	4-6 PM			
	2 courts	2 courts	2 courts	2 courts			

Brookview 8/31-10/18	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	6-8 PM	6-8 PM	6-8 PM	6-8 PM	3:30-6 PM	9:30 AM-4 PM	11 AM-5 PM
	4 courts	4 courts	4 courts	4 courts	4 courts	4 courts	4 courts

Brookview 10/14-10/16	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
			11 AM-5 PM	11 AM-5 PM	11 AM-5 PM		
			4 courts	4 courts	4 courts		

No TCTC at Brookview on Friday, 9/11 - move to Lions

NOTES: No TCTC Sept 6-7

EXHIBIT B
CONTRACTOR SERVICES

It is understood that the Contractor is experienced and trained to provide tennis recreation program services and that the City requires such services. Therefore, it is hereby agreed that Contractor shall be solely responsible for providing tennis instruction services (the "Services") in accordance with the following standards:

1. Instruction:

- a. Contractor shall be a member of the United States Tennis Association ("USTA") and follow all USTA guidelines for tennis instruction.
- b. Contractor shall complete background checks on all of its instructors.
- c. Contractor shall provide concussion training, as provided through the Center of Disease Control and Prevention website, for all of its instructors.
- d. Copies of all staff's background checks and Concussion Training Certificates shall be made available upon request to Golden Valley Parks and Recreation.
- e. All of Contractor's instructors shall be at least 16 years of age or older.

2. Supplies:

- a. Contractor shall provide all necessary supplies and staff, including. Including all supplies needed to protect staff and program participants from Covid 19.
- b. Contractor shall remove all supplies from the Facilities at the end of program. Contractor shall remove all teaching aides, supplies, additional signage, etc. at the end of each daily program.
- c. Contractor may have clocks and court caddies on the court. Clocks and caddies may stay on the courts for the duration of the season. The City is not responsible for damaged or stolen items.
- d. Contractor shall retrieve all tennis balls and other supplies from the area at the conclusion of each day.
- e. Contractor shall be solely responsible for decontaminating the office area daily according to the terms of its COVID-19 preparedness plan and the City's CORR Plan, which the City shall provide to Contractor.

3. Registration and Communication:

- a. Contractor shall be responsible for all aspects of registration.
- b. Contractor shall have a working website and access for phone communication for all participants and Golden Valley Parks and Recreation staff.
- c. Contractor shall use best efforts to accommodate the registration requests of Golden Valley residents before the registration requests of non-Golden Valley residents. .
- d. Contractor shall offer fee assistance for Golden Valley residents who request financial assistance.

4. Facility Use:

- a. Contractor shall submit all facility repair requests in writing or via email to City staff. Contractor shall not make any changes to the Facilities without written approval from the City.
- b. Contractor shall maintain a neat and orderly operation for the duration of the program. Contractor shall pick up all recycling, garbage, and debris and place them in appropriate containers at conclusion of each day.
- c. Any additional Facility usage above and beyond the contracted days and times must be requested and approved and will be subject to additional charges.

- d. Contractor may use the Brookview Tennis Court building office area beginning on the effective date of this Agreement and ending October 31, 2020. The City shall supply up to 4 keys for the Brookview tennis building office area. Contractor shall return all keys to the City by Oct. 31, 2020.

5. Permits/Ordinance:

- a. Contractor shall follow City signage guidelines as directed by Parks and Recreation Staff. Contractor may post one banner/sign per two tennis courts. Banners/signs are not allowed on any City building.
- b. If Contractor wishes to sell merchandise, Contractor must obtain a permit from the City.

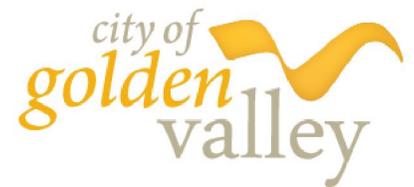
6. Tournaments:

- a. Contractor shall be responsible for ordering and paying dumpster expense for all tournaments if offered.

7. Safety:

- a. Contractor shall provide first aid kit, ice, and safety supplies.
- b. Contractor shall report to the City all injuries that occur on City property or during the Program.
- c. Contractor will be expected to follow all Covid 19 safety procedures as outlined by the State of Minnesota and the Centers for Disease Control and Prevention, and as otherwise required in this Agreement.

8. Transportation. Contractor shall not transport any program participants during the 2020 season.



7800 Golden Valley Road
Golden Valley, MN 55427

**EMERGENCY ADMINISTRATIVE ACTION 20-51
APPROVING AGREEMENT
FOR GOLF INSTRUCTION SERVICES**

Pursuant to Mayoral Proclamation and Council Resolution effective March 17, 2020, the City of Golden Valley approves the attached Independent Contractor Agreements for golf instruction services and authorizes the Mayor and City Manager to sign the agreement upon ratification of this Emergency Administrative Action by the City Council.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Date: June 10, 2020

Timothy J. Cruikshank, City Manager

INDEPENDENT CONTRACTOR AGREEMENT FOR GOLF LESSONS

THIS AGREEMENT is made this June 10, 2020 (“Effective Date”) by and between Alex Tegels (“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 providing golf instruction.
- B. The City is the owner of Brookview Golf Course in Golden Valley, Minnesota (the “Facility”)
- C. Contractor desires to provide and the City desires to hire Contractor to provide group and private golf lessons at the Facility.

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

AGREEMENT

1. **Facility Use.** The City agrees to allow Contractor to use the Facilities to provide private and group golf lessons (the “Services”). For purposes of this agreement, the term Group Lessons means golf lessons which are scheduled by the City and are part of the City’s regular golf programming. Private Lessons means golf lessons that are scheduled by the Contractor and are not part of the City’s regular golf programming. Such schedules may be amended from time to time upon the agreement of both parties’ representatives, or as deemed necessary at the discretion of the Golf Operations Manager.
2. **Term.** This agreement will commence on June 10, 2020 and will continue until October 31, 2020.
3. **Services.** Contractor may provide Group Lessons and Private Lessons. Contractor agrees to provide the all Services in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar services.
 - a. **Group Lessons:**
 - i. The City shall provide the following for Group Lessons:
 1. Schedule all Group Lesson sessions and provide Contractor an opportunity to sign up to teach Group Lesson sessions.
 2. Register participants, collect participant fees, and provide a participant class lists to Contractor.
 3. Provide access to the lesson tee and golf course.
 4. Provide range balls for instruction.
 5. Advertise all Group Lessons in the City’s Parks & Recreation catalog and on its website. The City shall be solely responsible for the content and timing of all Group Lesson advertising.

ii. Contractor shall be responsible for the following with respect to Group Lessons:

1. Work with City staff ahead of time to create a Group Lessons schedule.
2. Communicate with customers.

b. **Private Lessons:**

i. The City shall provide the following for Group Lessons:

1. Provide access to the lesson tee and golf course
2. Provide range balls for instruction
3. Advertise all Private Lessons in the City's Parks & Recreation catalog and on its website. The City shall be solely responsible for the content and timing of all Private Lesson advertising.

ii. Contractor shall be responsible for the following with respect to Private Lessons:

1. Manage Contractor's own schedule and coordinate lesson times with customers and other independent contractor customers
2. Communicate with customers

4. **Consideration.**

a. **Group Lessons.** The City shall pay Contractor \$80.00 per hour for Group Lessons it teaches at the Facilities. Contractor shall invoice the City on the 15th and 30th of each month.

b. **Private Lessons.** Contractor agrees to pay the City 15% of its gross receipts for all Private Lessons conducted at Brookview. Contractor shall provide the City a summary of all fees it has charged and Private Lessons it has conducted at Brookview on the 28th of each month. The City will invoice Contractor for payments. All fees shall be fully earned by the City upon receipt by the City.

5. **Expenses.** Any expenses incurred by the Contractor while providing the Services, including but not limited to travel and phone expenses, are the sole responsibility of the Contractor.

6. **Termination.** Notwithstanding any other provision herein 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.

Notwithstanding anything to the contrary herein, if at any time the actions of the Contractor and/or their staff compromise the physical, mental or emotional safety of a customer (as determined by the City), the City shall have the right to immediately suspend Services until the issue has been resolved or the contract terminated. In the event of a termination, Contractor shall pay the City for course time used to the date of termination.

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

8. **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.

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

11. **Waiver.** Contractor waives all its rights against the City for damages covered by property insurance. Contractor shall require a similar waiver from all its consultants and subcontractors, if any. Contractor waives all of its rights of recovery against the City because of deductible clauses in, or inadequacy of limits in, any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor. Contractor waives any of its rights of recovery against the City because of a lack of insurance coverage. Contractor shall require similar waivers from all of its consultants. Contractor shall waive all of its rights of recovery against the City for loss or damage to any of its equipment, machinery, tools or property that is used in connection with this Agreement. Contractor shall require a similar waiver from all its consultants and subcontractors.

12. **Insurance.** Contractor, at its expense, shall procure and maintain in force for the duration of this Agreement, the following minimum insurance coverages:

- a. **Comprehensive General Liability.** Contractor shall maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, personal injury, advertising injury, and contractually assumed liability. The City shall be named as an additional insured.

- b. **Workers' Compensation and Employer's Liability.** Contractor agrees to provide workers' compensation insurance for all of its employees in accordance with the statutory requirements of the State of Minnesota.

Within ten days of the effective date of this Agreement and thereafter upon the City's request, Contractor shall provide a certificate of insurance as proof that the above coverages are in full force and effect. These insurance requirements may be met through any combination of primary and umbrella/excess insurance. Contractor's policies shall be primary and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of the Contractor's performance under this Agreement. Contractor's policies and certificate of insurance shall state the coverage afforded under the policies shall not be cancelled without at least 30 days' advanced written notice to the City.

Without prejudice to any other right or remedy, if Contractor fails to obtain the required insurance, the City may elect to obtain equivalent insurance to protect Owner's interests at Contractor's expense and the consideration shall be adjusted accordingly.

13. **COVID-19.** In accordance with all applicable City, state, and federal laws, ordinances, rules and regulations related to the ongoing COVID-19 pandemic, Contractor agrees to the following:

- a. Contractor shall be solely responsible for all safety precautions during the time it is conducting its activities.
- b. Contractor shall submit (a) a copy of its COVID-19 preparedness plan to the City for review; and (b) a certification that Contractor has adopted a COVID-19 preparedness plan that meets the requirements of the United States government and the State of Minnesota. (Exhibit C)
- c. Contractor shall at all times abide by all applicable state, federal and City rules, laws and ordinances, as well as the requirements of its COVID-19 preparedness plan.

The City reserves the right to immediately terminate this Agreement without notice if Contractor does not abide by the requirements of this Paragraph 13.

14. **Assignment and Subcontracting.** 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 Services required by this Agreement. Any instrument in violation of this provision is null and void.

15. **Independent Contractor.** Contractor is an independent contractor. Contractor's duties shall be performed with the understanding that Contractor has special expertise as to the services which Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. Contractor shall provide or contract for all required equipment and personnel. Contractor 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. 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 services 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.

16. **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 date Contractor agrees to provide the Services. 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.

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

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.** 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 Services.

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

21. **Data Practices Act Compliance.** Any and all data provided to 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.

22. **No Discrimination.** Contractor 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. Contractor agrees to comply with the Americans with Disabilities Act as

amended ("ADA"), section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. 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 Services 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.

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

29. **Signatory.** Each person executing this Agreement ("Signatory") represents and warrants that they are duly authorized to sign on behalf of their respective organization. In the event 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.

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

31. **Recitals.** The City and 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 Professional Services Agreement to be executed by their duly authorized representatives in duplicate on the respective dates indicated below.

CONTRACTOR:

CITY OF GOLDEN VALLEY:

By: _____
Name: _____
Title: _____

By: _____
Timothy J. Cruikshank, City Manager

INDEPENDENT CONTRACTOR AGREEMENT FOR GOLF LESSONS

THIS AGREEMENT is made this June 10, 2020 (“Effective Date”) by and between Michael Turnbull (“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 providing golf instruction.
- B. The City is the owner of Brookview Golf Course in Golden Valley, Minnesota (the “Facility”)
- C. Contractor desires to provide and the City desires to hire Contractor to provide group and private golf lessons at the Facility.

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

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2. **Term.** This agreement will commence on June 10, 2020 and will continue until October 31, 2020.
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 4. Provide range balls for instruction.
 5. Advertise all Group Lessons in the City’s Parks & Recreation catalog and on its website. The City shall be solely responsible for the content and timing of all Group Lesson advertising.

ii. Contractor shall be responsible for the following with respect to Group Lessons:

1. Work with City staff ahead of time to create a Group Lessons schedule.
2. Communicate with customers.

b. **Private Lessons:**

i. The City shall provide the following for Group Lessons:

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4. **Consideration.**

- a. **Group Lessons.** The City shall pay Contractor \$80.00 per hour for Group Lessons it teaches at the Facilities. Contractor shall invoice the City on the 15th and 30th of each month.
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- 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.

Notwithstanding anything to the contrary herein, if at any time the actions of the Contractor and/or their staff compromise the physical, mental or emotional safety of a customer (as determined by the City), the City shall have the right to immediately suspend Services until the issue has been resolved or the contract terminated. In the event of a termination, Contractor shall pay the City for course time used to the date of termination.

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

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

11. **Waiver.** Contractor waives all its rights against the City for damages covered by property insurance. Contractor shall require a similar waiver from all its consultants and subcontractors, if any. Contractor waives all of its rights of recovery against the City because of deductible clauses in, or inadequacy of limits in, any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor. Contractor waives any of its rights of recovery against the City because of a lack of insurance coverage. Contractor shall require similar waivers from all of its consultants. Contractor shall waive all of its rights of recovery against the City for loss or damage to any of its equipment, machinery, tools or property that is used in connection with this Agreement. Contractor shall require a similar waiver from all its consultants and subcontractors.

12. **Insurance.** Contractor, at its expense, shall procure and maintain in force for the duration of this Agreement, the following minimum insurance coverages:

- a. **Comprehensive General Liability.** Contractor shall maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, personal injury, advertising injury, and contractually assumed liability. The City shall be named as an additional insured.

- b. **Workers' Compensation and Employer's Liability.** Contractor agrees to provide workers' compensation insurance for all of its employees in accordance with the statutory requirements of the State of Minnesota.

Within ten days of the effective date of this Agreement and thereafter upon the City's request, Contractor shall provide a certificate of insurance as proof that the above coverages are in full force and effect. These insurance requirements may be met through any combination of primary and umbrella/excess insurance. Contractor's policies shall be primary and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of the Contractor's performance under this Agreement. Contractor's policies and certificate of insurance shall state the coverage afforded under the policies shall not be cancelled without at least 30 days' advanced written notice to the City.

Without prejudice to any other right or remedy, if Contractor fails to obtain the required insurance, the City may elect to obtain equivalent insurance to protect Owner's interests at Contractor's expense and the consideration shall be adjusted accordingly.

13. **COVID-19.** In accordance with all applicable City, state, and federal laws, ordinances, rules and regulations related to the ongoing COVID-19 pandemic, Contractor agrees to the following:

- a. Contractor shall be solely responsible for all safety precautions during the time it is conducting its activities.
- b. Contractor shall submit (a) a copy of its COVID-19 preparedness plan to the City for review; and (b) a certification that Contractor has adopted a COVID-19 preparedness plan that meets the requirements of the United States government and the State of Minnesota. (Exhibit C)
- c. Contractor shall at all times abide by all applicable state, federal and City rules, laws and ordinances, as well as the requirements of its COVID-19 preparedness plan.

The City reserves the right to immediately terminate this Agreement without notice if Contractor does not abide by the requirements of this Paragraph 13.

14. **Assignment and Subcontracting.** 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 Services required by this Agreement. Any instrument in violation of this provision is null and void.

15. **Independent Contractor.** Contractor is an independent contractor. Contractor's duties shall be performed with the understanding that Contractor has special expertise as to the services which Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. Contractor shall provide or contract for all required equipment and personnel. Contractor 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. 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 services 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.

16. **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 date Contractor agrees to provide the Services. 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.

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

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.** 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 Services.

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

21. **Data Practices Act Compliance.** Any and all data provided to 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.

22. **No Discrimination.** Contractor 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. Contractor agrees to comply with the Americans with Disabilities Act as

amended ("ADA"), section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. 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 Services 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.

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

29. **Signatory.** Each person executing this Agreement ("Signatory") represents and warrants that they are duly authorized to sign on behalf of their respective organization. In the event 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.

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

31. **Recitals.** The City and 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 Professional Services Agreement to be executed by their duly authorized representatives in duplicate on the respective dates indicated below.

CONTRACTOR:

By: _____
Name: _____
Title: _____

CITY OF GOLDEN VALLEY:

By: _____
Timothy J. Cruikshank, City Manager



7800 Golden Valley Road
Golden Valley, MN 55427

**EMERGENCY ADMINISTRATIVE ACTION 20-52
ADOPTING THE PARKS & RECREATION SECTION OF
THE COVID-19 OPERATIONS RECOVERY AND READINESS PLAN**

Pursuant to Mayoral Proclamation and Council Resolution effective March 17, 2020, the City of Golden Valley adopts the Parks and Recreation section of the COVID-19 Operations Recovery and Readiness Plan on file with the City Clerk.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", written over a horizontal line.

Date: June 10, 2020

Timothy J. Cruikshank, City Manager

ANNOUNCEMENT OF MEETINGS AND EVENTS

Three or more Council Members may attend the following

JUNE

5-14	Run the Valley		Held Virtually
16	Special City Council meeting - Board/Commission Interviews	5:15 pm	Held Virtually
16	City Council	6:30 pm	Held Virtually
21 & 28	Market in the Valley	9 am to 1 pm	City Hall Campus
25	Golden Valley Business Council	8:30 to 10 am	Held Virtually

JULY

3	City Offices closed in observance of July 4		
5	Market in the Valley	9 am to 1 pm	City Hall Campus
7	City Council	6:30 pm	Held Virtually