REGULAR MEETING AGENDA

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

Remote Attendance/Comment Options: Members of the public may attend this meeting by watching on cable channel 16, streaming on CCXmedia.org, streaming via Webex or by calling 1-415-655-0001 and entering access code 2469 430 5089. Members of the public wishing to address the Council remotely have two options:

- Via web stream - Stream via Webex and use the ‘raise hand’ feature during public comment sections.
- Via phone - Call 1-415-655-0001 and enter meeting code 2469 430 5089. Press *3 to raise your hand during public comment sections.

1. Call to Order
   A. Pledge of Allegiance and Land Acknowledgement
   B. Roll Call
   C. Proclamation Recognizing July as Parks & Recreation Month

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 Special City Council Meeting Minutes of June 21, 2022
   B. Approval of Check Register
   C. Boards, Commission, and Task Forces:
      1. Accept Resignation from Police, Employment, Accountability, And Community Engagement Commission
      3. Receive and File PEACE Commission Meeting Minutes – January 13, February 10, March 2 and 24, April 14, and May 12, 2022
D. Bids, Quotes and Contracts:
   1. Authorize Change Order #1 Glenwood Avenue Watermain Rehabilitation Project No. 21-06 38-39
   2. Authorize Agreement with Union Pacific Railroad for Zane Avenue Crossing Preliminary Engineering Services Contingent Upon the Final Review and Approval of the City Attorney 40-45
   3. Authorize Purchase of 40 Aluminum Raised Garden Containers for the Medley Park Community Garden 46-48
   4. Authorize Purchase of Replacement Outdoor Hockey Rink Dasher Boards, Steel Components and Fencing for Medley Park from Becker Arena Products Contingent Upon the Final Review and Approval of the City Attorney 49-56

E. Grants and Donations:
   1. Approve Resolution No. 22-062 to Accept a Donation of 40 Five Gallon Buckets for the Medley Park Community Garden 57-58

F. Approve Welcoming Workplace Policy Update, Resolution No. 22-063 59-69

4. Public Hearing

5. Old Business

6. New Business

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

7. Adjournment
Agenda Item
1. C. Proclamation Recognizing July as Parks & Recreation Month

Prepared By
Brian Erickson, Recreation Supervisor

Summary
National Parks and Recreation month is July 1 through July 31, 2022. The month recognizes the exponential value parks and recreation brings to the community by enhancing quality of life through recreation programming, leisure activities, community amenities and conservation efforts.

Additionally, the recognition of the vital contributions made by community volunteers who generously provide countless hours of support and commitment advocating for green space, keeping our parks clean and supporting activities for youth.

Financial Or Budget Considerations
Not applicable

Supporting Documents
- Proclamation Recognizing Parks and Recreation Month (1 page)
WHEREAS, Parks & Recreation Month was launched by the National Recreation and Parks Association in 1985; and in 2012 the U.S. House of Representatives designated July as Parks & Recreation Month encouraging local communities to do the same; and

WHEREAS, parks and recreation services, programs, park areas, and amenities are a core component of the City of Golden Valley; and

WHEREAS, Parks & Recreation Month encourages everyone to reflect on the exponential value parks and recreation brings to the community by enhancing quality of life through recreation programming, leisure activities, community amenities and conservation efforts; and

WHEREAS, the City of Golden Valley’s recreational amenities, natural areas, parks, athletic facilities, recreation programs, and events make Golden Valley an attractive and desirable place to live, work, play, and visit; and

WHEREAS, parks and recreation experiences support healthy active lifestyles, social equity, and wellness by encouraging all to participate in recreational activities and connecting with residents; and

WHEREAS, it is important to recognize the vital contributions made by community volunteers who keep our parks clean and safe, organize youth opportunities, support recreation programs & events, advocate for additional green space, promote conservation efforts, and work to expand bike and pedestrian connectivity.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Golden Valley do hereby proclaim July 2022 as Parks and Recreation month in the City of Golden Valley. We call upon all citizens and civic organizations to pay tribute to the value parks and recreation brings to our community, and to recognize the substantial contributions Parks & Recreation professionals make to our health, quality of life, active lifestyles, socialization, and the building of community.
IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Golden Valley to be affixed on this 5th day of July 2022.

___________________________
Shepard M. Harris, Mayor
SPECIAL CITY COUNCIL MEETING MINUTES

1. **Call to Order**
   Mayor Harris called the meeting to order at 5:45 pm.

2. **Roll Call**
   Present: Mayor Shep Harris, Council Members Maurice Harris, Denise La Mere-Anderson, and Gillian Rosenquist
   Present: Council Member Kimberly Sanberg
   Staff present: City Manager Cruikshank, Deputy City Manager/Human Resources Director Santelices, Police Director Green, and City Attorney Cisneros

3. **Adjourn to Closed Executive Session**
   A. Special City Council Closed Executive Session to discuss labor negotiation strategy related to the City’s negotiations with the Patrol Union (LELS Local 27), Sergeants Union (LELS Local 304), and Police Assistant Chiefs Union (LELS Local 485).

   **Motion by Rosenquist, Second by La Mere-Anderson** to close the special meeting, pursuant to Minnesota State Statute § 13D.03, for the purpose of discussing labor negotiation strategy related to the City’s negotiations with the Patrol Union (LELS Local 27), Sergeants Union (LELS Local 304), and Police Assistant Chiefs Union (LELS Local 485).

   Motion carried 5-0.

   Prior to going into closed session Mayor Harris announced that no public business would be discussed at this closed meeting pursuant to the statute. He added that since no public business would be discussed, the special meeting would adjourn at the conclusion of the closed session.

4. **Adjournment of Special City Council Meeting and Closed Executive Session**

   The Special Meeting and Closed Executive Session were adjourned by unanimous consent at 6:27 pm.

   ____________________________________________________
   Shepard M. Harris, Mayor

   ATTEST:

   ____________________________________________________
   Theresa J. Schyma, City Clerk
Golden Valley City Council Meeting
July 5, 2022

Agenda Item
3. B. Approval of City Check Register

Prepared By
Sue Virnig, Finance Director

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

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

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

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

The check register(s) for approval:
  • 06-24-22 Check Register
Agenda Item
3. C. 1. Accept Resignation from the Police, Employment, Accountability, And Community Engagement Commission

Prepared By
Tara Olmo, Assistant to the City Manager´s Office

Summary
Vice Chair Jessie Smith has submitted her resignation from the Police, Employment, Accountability, And Community Engagement Commission.

Financial Or Budget Considerations
Not applicable

Recommended Action
Motion to accept the resignation of Jessie Smith from the Police, Employment, Accountability, And Community Engagement Commission.
REGULAR MEETING MINUTES

Call to Order
Chair Allen called the meeting to order at 6:35 pm.

Roll Call
Commissioners in person: Joelle Allen, Ajani Woodson, Ruth Paradise, Teresa Sit
Commissions virtual: Thomas Huling, Chris Mitchell, Sheri Hixon
Commissioners absent: Jonathan Kim
Staff present: Kiarra Zackery, Equity and Inclusion Manager
Airrion Williams, Community Connection and Outreach Specialist
Guests: Wayne Ducheneaux and Lauren Kramer, Native Governance Center

Approval of January 25, 2022 Agenda and November 22, 2021

MOTION by Commissioner Huling for and approval of agenda. Seconded by Commissioner Johnson. Motion carried 7-0.

MOTION by Commissioner Paradise to approve minutes. Seconded by Commissioner Johnson. Motion carried 7-0.

Native Governance Center Land Acknowledgement Workshop

Staff liaison, Kiarra Zackery, introduces Wayne Ducheneaux (Executive Director) and Lauren Kramer (External + Donor Relations Officer) as speakers for workshop. Commissioners Paradise and Hixon discuss process for drafting Land Acknowledgement and related action items. Special guests Ducheneaux and Kramer provide context and areas for improvement within Land Acknowledgement. Commissioners Sit, Johnson, Allen and Paradise discuss intentions and impacts of Land Acknowledgement for community and the need for words to lead to action. Commissioners Mitchell, Woodson and Huling affirm the work of the subcommittee. Chair Allen closes workshop with appreciation to special guests Ducheneaux and Kramer.
Special Meeting Update

Staff liaison, Kiarra Zackery, provides overview of Jan. 6 special meeting – including the need for votes on budgetary considerations for the Martin Luther King Essay Contest and Sweet Potato Comfort Pie Martin Luther King Day event. Chair Allen asserts the importance of continuing the relationship with Sweet Potato Comfort Pie and providing financial support. Commissioner Paradise describes Sweet Potato Comfort Pie event and provides group perspective on success of event.

Chair Allen discusses importance of beginning and ending meetings on time for increased efficiency. Staff liaison Zackery agrees and expounds on topic by suggesting subcommittees to complete work between meetings. Chair Allen discusses communication expectations and engagement between meetings via email. Staff liaison Zackery announces departure of Vice Chair Kim and opportunity to recruit new commissioners including youth. Commission

MOTION by Commissioner Huling to support Sweet Potato Comfort Pie. Seconded by Johnson. Motion carried 7-0.

Adjourn

MOTION by Commissioner Huling and seconded by Commissioner Johnson to adjourn at 7:54pm. Motion carried 8-0.

________________________________________
Date

Kiarra Zackery, Equity and Inclusion Manager
REGULAR MEETING MINUTES

Call to Order
Chair Allen called the meeting to order at 5:07 pm.

Roll Call
Commissioners in person: Joelle Allen, Ajani Woodson, Ruth Paradise
Commissions virtual: Thomas Huling, Chris Mitchell, Melissa Johnson
Commissioners absent: Teresa Sit, Sheri Hixon
Staff present: Kiarra Zackery, Equity and Inclusion Manager
Maurice Harris, Council member
Guests: Cynthia Rice, AVP for Diversity & Inclusion of Allianz

Approval of February 22, 2022 agenda

MOTION by Commissioner Mitchell for the approval of the agenda. Seconded by Commissioner Johnson. Motion carried 5-0.

Allianz Discussion – led by Ajani Woodson
Cynthia Rice, AVP for Diversity & Inclusion of Allianz provides an introduction and discusses building a connection and relationship with DEI and Allianz. Commissioner Woodson presents an idea of hosting an informative presentation to Allianz about the highlights and current events that is happening in the community from a DEI perspective. The Commission discusses the formatting, logistics, and engagement of this presentation.

Vice Chair nomination and vote
Since ex-Vice Chair Jonathan Kim has resigned from DEIC, Chair Allen submits the consideration of Commissioner Woodson for the Vice Chair seat.

MOTION by Commissioner Johnson to elect Commission Woodson Vice Chair. Seconded by Mitchell. Motion carried 5-0.
Feb. BAEGV Update – Budget Consideration

Equity and Inclusion manager, Kiarra Zackery explains the purchases made for the BAEGV event.

**MOTION** by Commissioner Paradise to fund the BAEGV event purchases. Seconded by Johnson. Motion carried 6-0.

Chair Allen encourages the idea for the Commission to create a full budget of the year to approve instead of approving the budget each time the funds are utilized.

**Discussion about how to promote DEI events**

The Commission discusses how to improve on pre-promotion and advertising for future events. The conversation led to networking and engaging with different organizations, pre-writing and creating content, and improving on overall communication.

**Land Acknowledgement Subcommittee Update – led by Ruth Paradise and Sheri Hixon**

Commissioner Paradise proposes the land acknowledgement statement that was drafted with the help of Commissioner Hixon. The statement was also approved by the Native Governance Center which assisted the Land Acknowledgement subcommittee on ideas and recommendations. Commissioner Paradise also presents the suggestion of a monument and activities that will promote the history of indigenous people of Minnesota. Thoughts included forums, essays, and exhibits focusing on the indigenous culture. The Commission believes the action steps may need revision but agreed the land acknowledgement statement should be finalized.

**MOTION** by Commissioner Johnson to adopt the land acknowledgement statement. Seconded by Paradise. Motion carried 6-0.

**Adjourn**

**MOTION** by Chair Allen to adjourn at 6:09pm. Seconded by Paradise. Motion carried 6-0.

_______________________________
Date

Kiarra Zackery, Equity and Inclusion Manager
Date

Joelle Allen, Chair
REGULAR MEETING MINUTES

Call to Order
Chair Allen called the meeting to order at 5:41 pm.

Roll Call
Commissioners in person: Ruth Paradise, Sheri Hixon, Drew Jones

Commissioners virtual: Joelle Allen, Ajani Woodson, Chris Mitchell

Commissioners absent: Teresa Sit, Thomas Huling, Melissa Johnson

Staff present: Kiarra Zackery, Equity and Inclusion Manager
Cheryl Weiler, Communications Director

Approval of January 25, 2022 and February 22, 2022 minutes

MOTION by Commissioner Paradise for the approval of the minutes. Seconded by Commissioner Mitchell. Motion carried.

Land Acknowledgement Update
Equity and Inclusion manager, Kiarra Zackery leads the discussion by announcing the collaboration between her, the land acknowledgement subcommittee, and the City’s Communication staff. Commission Paradise begins to share ideas revolving publishing, advertising, and the benefits of informing the public the process of developing the land acknowledgement. The Commission starts to discuss strategic planning and better ways to broaden and expand their advertisement for upcoming events. Discussion such as timeline and utilizing different resources were brought up.

New Commissioner Introductions and Oath
Commissioner Drew Jones was introduced and sworn in as the new youth Commissioner. During this time, each Commissioner introduced themselves to Drew.

Work plan development
Chair Allen discusses her progress with the 2022 work plan DEIC will present in front of Council. She adds the work plan highly focuses on ideas and roles for collaborating with other Commissions in Golden Valley.
Community Engagement Updates

A. Q2 BAEGV
Commissioner Mitchell talks about the event being focused on explaining Environmental Justice and the importance of it within the City. Logistics and advertising for the event were briefly discussed.

B. Allianz
Equity and Inclusion Manager, Zackery asks the Commission to start brainstorming on dates they would like to host the lunch and learn event at Allianz

Adjourn

MOTION by Chair Mitchell to adjourn at 6:51pm. Seconded by Hixon. Motion carried.

__________________________
Date

_______________________________
Kiarra Zackery, Equity and Inclusion Manager

__________________________
Date

_______________________________
Joelle Allen, Chair
REGULAR MEETING MINUTES

Call to Order
Chair Allen called the meeting to order at 6:30 pm.

Roll Call
Commissioners in person: Ruth Paradise, Joelle Allen, Drew Jones, Melissa Johnson, Teresa Sit, Carol Luo, Ajani Woodson,

Commissioners virtual: Chris Mitchell

Commissioners absent: Thomas Huling, Sheri Hixon

Staff present: Kiarra Zackery, Equity and Inclusion Manager
Theresa Schyma, City Clerk

Approval of April 26 agenda and March 22 minutes

MOTION by Commissioner Luo for the approval of the agenda and minutes. Seconded by Vice Chair Woodson. Motion carried.

New Member Introductions and Oath of Office
Equity and Inclusion manager, Kiarra Zackery swears the newly appointed Commissioner, Carol Luo, to the Commission. The Commission then provides a brief introduction to one another.

Updates

A. Council Chamber Construction and Future Meeting Locations
During the remodeling of the Council Chambers, the Commission will be changing the location of the meeting temporarily. The upcoming meetings will be held at Brookview Community Center and Hennepin County Library.

B. Budget and Council Update
The City underbudgeted for 2021 which led opportunities for staff to recommend how to allocate the funds. Equity and Inclusion manager, Kiarra Zackery, proposed the City to distribute a portion of the funds to the Equity division. The City approved a one-time budget of $12,500 designated to the DEI Commission for 2022.
C. **OSRC + Naming Policy**
Open Space and Recreation Commission would like to collaborate with DEIC to help with naming different parks and buildings within the City. Parks and Recreation and OSRC Commission liaison, Rick Birno, will be attending a future DEIC meeting to help discuss further details.

D. **Virtual Meeting Request Forms**
Equity and Inclusion manager, Kiarra Zackery, provides an update and overview of the Virtual Attendance policy. Chair Allen asks if a Commissioner is not able to attend in person, and cannot provide the required time to fill out a Virtual Meeting Form, can the Commission make an exception to attend the meeting virtually as an observer and not an active voter.

**MOTION** by Commissioner Paradise to make Commissioners as observers. Seconded by Johnson. Motion carried.

**MOTION** by Commissioner Luo to amend agenda. Seconded by Paradise. Motion carried.

E. **Police Department Update**
Equity and Inclusion manager informs the Commission about the new Chief of Police, Virgil Green’s start date. She also discusses the recruitment for police officers and opportunities to help create content for the recruitment team.

**Work plan**
Chair Allen provides a quarterly breakdown of events, potential expenses for the year, and a drafted plan to present to the Council. Events such as the quarterly BAEGV event, MLK Contest, and Bill Hobbs awards were discussed. There were also opportunities for the Commission to provide feedback and briefly talk about timing and strategic promotion for DEIC events. Changes and additions were added to the work plan.

**Land Acknowledgement Resolution**
Equity and Inclusion manager, Kiarra Zackary presents the land acknowledgement resolution to the Commission. The resolution was produced by using language Commissioner Hixon and Commissioner Paradise created and an example of a previous land acknowledgement done by Sacramento, California. Discussions revolving changes of language were involved and the Commission agreed to receive more feedback and perspectives from indigenous groups of people to ensure the resolution and message is being presented correctly.

**Community Engagement Updates – Allianz**
Vice Chair Woodson updates the Commission on the Allianz and DEIC collaboration. Mayor Harris will be in attendance and Vice Chair Woodson will be presenting questions.

Adjourn

**MOTION** by Commissioner Johnson to adjourn at 8:30pm. Seconded by Luo. Motion carried.

_________________________________
Kiarra Zackery, Equity and Inclusion Manager

_________________________________
Joelle Allen, Chair
REGULAR MEETING MINUTES

1. Call to Order
The meeting was called to order at 6:37 pm

2. Attendance/Roll Call
Commissioners present (☑) and absent (☐):

☐ Randy Anderson
☒ Shelli Bakken
☒ Henry Crosby
☒ Alicia Dang
☒ Trey Gladney
☒ Chris Hartzler
☒ Charles Quimby

☐ Madeline Ryan
☒ Jessie Smith
☒ Marshall Tanick
☒ Sergeant Dan Wilcox
☒ Andrew Wold
☒ Acting Sergeant Jerad Zachman

Staff Present: Maria Cisneros, City Attorney/Interim Staff Liaison; Kiarra Zackery, Equity and Inclusion Manager; Scott Nadeau, Interim Police Chief, Alice White, Police Commander, Council member, Kimberly Sanberg, Council member Gillian Rosenquist

Equity and Inclusion manager, Kiarra Zackery introduced Airrion Williams as the upcoming new liaison.
Council member Sanberg introduced herself as the new Council liaison.

3. Approval of Agenda
MOTION by Commissioner Bakken to approve the agenda, SECOND by Commissioner Crosby. Approved unanimously.

4. Approval of Minutes
MOTION by Commissioner Wold to approve the November 10 and December 9, 2021 meeting minutes, SECOND by Commissioner Smith. Approved unanimously.

5. Old Business
6. **New Business**
   A. **Work Plan Development**
      i. **Introduction to work plan process and document by City staff**
         Equity and Inclusion manager, Kiarra Zackery provides a brief overview of a Commission work plan. During this time, she explains expectations of a work plan and provides examples of what how a work plan is organized.
      ii. **Discussion of proposal from Chair and Vice Chair**
         Chair Gladney expresses ideas on possibly utilizing social media to engage with the community, analyzing inclusion and diversity practices within hiring and recruiting for the police department, and collaborating with the City to collect data to produce results that will benefit police practices. He then discusses dividing the Commission into 3 subcommittees: Community engagement, Recruiting and hiring, and Research and study programs. The Commission has agreed on the 3 subcommittees. Each present Commissioner assigned themselves a subcommittee of their preference.
            2. Recruiting and hiring – Shelli B., Jessie S., Andrew W., and Sgt. Zachman
         The Commission discusses the flexibility of changing or rotating members on each subcommittee and agrees having a police officer’s perspective on each subcommittee would add value overall. Commissioner Sgt. Wilcox offers his expertise and perspective on any supportive role the Commission finds best suited.
   B. **Police Chief Hiring process**
      Director of Human Resources, Kirsten Santelices gives an update of the search for hiring a new Police Chief. During this time, she provides data from the application/recruitment process, a summary of the selected semi-finalists, and an overview how the semi-finalist panel will be conducted. Director of Human Resources, Kirsten Santelices asks to the PEACE Commission to collaborate with the City to develop interview questions for both the semi-finalist and final interview panels.
   C. **Police Department Strategic Plan**
      Interim Police Chief, Scott Nadeau introduces the idea and goals the Police department has collectively created regarding strategic planning within their department. Police Commander, Alice White goes on to discuss the Police department’s strategic plan involving health and wellness of a police officer and the idea of working with or creating support groups for officers. Interim Police Chief, Scott Nadeau also adds improving communication within the department. Chair Gladney recognizes the effort of the Police department’s ideas but would like the subcommittees of PEACE to be actively involved when creating a strategic plan for the police department.
   D. **Preview of next meeting – February 10, 2022**
Chair Gladney would like all subcommittees to brainstorm ideas and concepts to discuss at the next meeting.

7. **Adjournment**  
MOTION by Commissioner Hartzler to adjourn at 8:39pm, SECOND by Commissioner Wold. Approved unanimously.

_______________________________________  
Trey Gladney, Chair

_______________________________________  
Maria Cisneros, Interim Staff Liaison
REGULAR MEETING MINUTES

1. Call to Order  
The meeting was called to order at 6:37 pm

2. Attendance/Roll Call  
Commissioners present (☑) and absent (☐):  
☑ Randy Anderson  
☑ Shelli Bakken  
☑ Henry Crosby  
☑ Alicia Dang  
☑ Trey Gladney  
☑ Chris Hartzler  
☑ Charles Quimby  
☐ Madeline Ryan  
☑ Jessie Smith  
☐ Marshall Tanick  
☑ Sergeant Dan Wilcox  
☑ Andrew Wold  
☑ Acting Sergeant Jerad Zachman  

Staff Present: Maria Cisneros, City Attorney; Kiarra Zackery, Equity and Inclusion Manager; Airrion Williams, Community Connections and Outreach Coordinator/Staff Liaison

3. Approval of Agenda  
MOTION by Commissioner Quimby to approve the agenda, SECOND by Commissioner Crosby. Approved unanimously.

4. Old Business  
A. Attorney Cisneros explained the new “Updates” section in the agenda. This is a time for commissioners to share information not formally included on the agenda.
B. Equity and Inclusion manager Kiarra Zackery introduced the “Dump your intellect” Activity. Commissioners wrote down their thoughts and feelings and then partnered up to share whatever was on their mind.
C. Commissioner Hartzler asked commissioners to consider putting community engagement as a lesser priority to focus on policy and ordinances. Commissioner Wold pushed back on the idea expressing the importance of using the 3 subcommittees to create change.

D. Work Plan Development

Subcommittee reports

1. Community Engagement
   - Commissioner Quimby began sharing updates by prefacing that he agrees with commissioner Hartzler’s passion, but disagrees with not making community engagement a priority. He shared that his subcommittee was able to meet once, but Sergeant Zachman was unable to attend the full meeting, so they didn’t get to discuss community engagement with a police officer’s perspective. Commissioner Quimby expressed the importance of having the greater community lead the charge for change. Quimby said that we should be meeting people in the community where they naturally congregate rather than expecting them to come to offices and city hall. Commissioner Quimby pointed out that police are mainly trusted by the white majority in Golden Valley, and that we should put more effort into building relationships with smaller groups. Quimby said that the commission should consider using social media to share the work the PEACE commission is doing with the community. Quimby closed with saying that the commission should think critically about their commitment, should work toward getting more educated, and should be more sensitive to what’s happening in the community.

2. Programs of Research and Study
   - Commissioner Dang shared that the Programs of Research and Study subcommittee was able to meet once. The subcommittee determined that they wanted to focus on 3 specific points during a police interaction. 1. What information is being identified? 2. How is it being used? 3. What information can be extracted from that? Commissioner Dang stated that data collected will be heavily reliant on Golden Valley data collection and analytical tools. Dang is hoping to use these tools to map out what information is being collected and to see if there are any gaps in the data collection process. If there are, they want to figure out ways to close those gaps. Commissioner Dang expressed interest in gathering data on past and current hiring practices. More specifically, looking into performance qualifications, diversity records, and training practices. The subcommittee expressed interest in looking at previous Golden Valley audits and their outcomes. In closing, Commissioner Dang shared that the subcommittee would be looking at correlations between some of the mentioned metrics, to see if there are any connection between them.
   - Chair Gladney asked if Commissioner Dang has the ability to request information about “No-knock” warrants. Attorney Cisneros answered that it is public data, so everyone has access to that information.
   - Commissioner Wold suggested that we have Sergeant Wilcox (Our use of force expert) have a forum open to the public to share Golden Valley’s use of force
practices. Equity and Inclusion manager Zackery shared that this is a good idea, but should be informed by the information gathered from all subcommittees. Commissioner Wold suggested that we ask the Police Department to handle this.

- Sergeant Wilcox offered to share “Use of Force” information.

3. Recruitment & Hiring
- Commissioner Smith expressed that she wasn’t in a head space to discuss the work plans for subcommittees.
- Commissioner Hartzler asked that our PEACE commission police officers condemn the murder of Amir Locke
- Attorney Cisneros offered for herself and staff liaison Airrion Williams to stay after to continue this conversation but shared that we need to be mindful that officers are not just representing themselves, but the department.
- Chair Gladney attempted to continue the meeting, but commissioner Hartzler questioned what was wrong about what he asked. Hartzler then began to grab his belongings as if he were going to leave. Commissioner Wold shared that he understands Hartzler’s feelings but doesn’t think it is fair to question the motivation of other commissioners or to ask the officers to “condemn the murder” of Amir Locke.
- Commissioner Hartzler expressed that there is an issue with the chain of command if an officer cannot express emotions about the unjust lose of a life.
- Sergeant Wilcox shared that he thought what happened to Amir Locke was horrible, but he can’t call it a murder until that is lawfully decided.

ii. Next steps

5. New Business
A. Pohlad Grant Update
- Attorney Cisneros shared copies of the Pohlad Draft agreement that was shared with the city council.

B. Preview of next meeting –March 24, 2022

B. Adjournment
MOTION by Commissioner Wold to adjourn at 8:02pm, SECOND by Commissioner Ryan Approved unanimously.

_______________________________________
Trey Gladney, Chair
Airrion Williams, Staff Liaison
REGULAR MEETING MINUTES

1. Call to Order
The meeting was called to order at 6:40 pm

2. Attendance/Roll Call
Commissioners present (☒) and absent (☐):
☒ Randy Anderson
☒ Shelli Bakken
☒ Alicia Dang
☒ Trey Gladney
☒ Chris Hartzler
☒ Charles Quimby
☐ Madeline Ryan
☒ Jessie Smith
☐ Marshall Tanick
☒ Sergeant Dan Wilcox
☒ Andrew Wold
☐ Acting Sergeant Jerad Zachman

Staff Present: Airrion Williams (Community Connections and Outreach Specialist), Maria Cisneros (City Attorney), Kiarra Zackery (Equity and Inclusion Manager), Kirsten Santelices (Deputy City Manager/Human Resources Director), Tim Cruikshank (City Manager)

3. Updates
Vice Chair Smith opened the discussion by expressing the need for the Commission to discuss the death of Amir Locke, sentencing of Kim Potter, and the council meeting that occurred the day prior in which Mayor Harris called for an investigation into the police department. Sergeant Wilcox shared his perspective of a concern the Mayor had, in which case the Mayor called the delivering of a candidate endorsement letter from police during an interview process, an act of intimidation. Wilcox shared that his letter was intended to endorse who he and his colleagues considered the best candidate for Chief of Police, Scott Nadeau. He said that he was told there was a tight window for which he could deliver this endorsement, and that’s why he chose the time he did. Wilcox expressed that what he found incredibly disconcerting was that his conduct was perceived as intimidating, provocative, harassing, and threatening and that if members of the community felt that way then he will resign immediately. Wilcox expressed frustration that the police department is perceived to be resistant to Diversity, Equity, and Inclusion work. Wilcox said that because of the Mayor’s comments, officers will leave the department and that they would have given Virgil Green a fair chance had he been offered the position.
Equity and Inclusion Manager Zackery interjected into the conversation to practice grounding and mindfulness to attempt to refocus and find mutual understanding. Commissioner Quimby expressed anger and confusion regarding the Mayor’s comments. Chair Gladney expressed that he feels frustrated and hurt that people are quitting because things aren’t going the way they wanted them to. Gladney then explained his perspective of the event Sergeant Wilcox shared. He felt that Wilcox’s delivery was a deviation from the typical process and was concerning. Commissioner Hartzler validated the police officer’s feelings and expressed that what they are feeling is what queer and people of color feel frequently. Hartzler expressed that the police department should manage those feelings through therapy and use this situation as an opportunity to empathize with community so that we can all come out of this better, as opposed to quitting. Vice Chair Smith shared about her limited, but disappointing interactions with GVPD. Smith expressed that officers threatening to quit is disappointing, but if they chose to quit because Virgil Green is hired, because Scott Nadeau resigned, or because they won’t participate in DEI work, then she would rather them quit. Sergeant Wilcox shared that he does not believe his fellow officers would treat Smith the way she described. Wilcox assured the Commission that he and the rest of police department are looking for racism within the department and if it is present in the PD, then it is very hidden. Wilcox expressed that there is no evidence to suggest that officers don’t want to work for Virgil Green because he is Black. Wilcox shared that he understands that there is racism in policing. Wilcox said that if anyone has experienced discrimination by GVPD, then they should speak up so the department can address it. Vice Chair Smith shared that she did share a situation in which she and her family were mistreated by GVPD, and that Wilcox denied it without getting any more context, and that dismissal would contribute to people not sharing their negative experiences with GVPD. Wilcox shared that he understands how what he said would make Smith feel like she couldn’t share her concerns with the PD.

Chair Gladney spoke about a grey space in which police officers’ actions may be legal but perceived as unethical. Gladney, shared that he commends the work Sergeant Wilcox does and hopes he doesn’t leave the PEACE Commission. Councilmember Sanberg shared that she does not agree with the Mayor’s comments, but that everyone should listen to the full meeting for context. Sanberg shared that the Mayor does not speak for the council. Sanberg shared that while the selection process wasn’t perfect, it was big, ambitious, and centered community. Sanberg shared that ultimately, the decision to choose the Chief of Police is the City Manager’s job. Sanberg shared that she felt Interim Chief Nadeau did a good job and the Commission might get a better understanding of why he resigned if they listen to the full city council meeting. Sanberg expressed that she would like Sergeant Wilcox to continue serving on the PEACE Commission.

Chair Gladney shared his appreciation for the City Manager opening the hiring process to the community but expressed concern about the City Manager not siding with the collective majority that voted in favor of Virgil Green. Gladney felt that consensus was made, but then the City Manager changed the process because he didn’t agree with the outcome. Gladney referred to this as the grey space that he mentioned previously. Vice Chair Smith agreed with Chair Gladney’s comments and called the City Manager’s decision to continue interviewing despite a consensus disrespectful.
Commissioner Wold expressed that his perspective on Sergeant Wilcox’s actions have changed because he could see no direct or veiled threats in his endorsement letter, but that his grievances with the hiring process haven’t changed. Wold said that it would have been beneficial if Wilcox’s endorsement letter was made public like other endorsement letters. Wold questioned why the City Manager is adding an extra step after there was a vote taken and the majority voted for Virgil Green and if there was no threat of officers leaving presented in the endorsement letter. Wold also expressed concern about the Mayor’s comments indicating that police are tracking social media accounts of city staff and commissioners, police are receiving financial perks from the crime prevention fund, and police recording equity meetings and sharing the recording in an attempt to devalue the diversity, equity, and inclusion work. Wold expressed desire to extend an olive branch to police officers in an attempt to keep officers from leaving the Commission. Wold sought to make police officers voting members of the PEACE Commission as an incentive. Commissioner Hartzler disagrees with this idea and says it goes against the progress that the Commission has made. Wold explained his reasoning for wanting to make officers voting members is because Police Commission Task Force members initially voted to make officers voting members, but the City Council elected to not make them voting members. Wold then questioned Commissioner Hartzler’s hostility. Commissioner Hartzler interrupted Commissioner Wold by saying that he is remembering history wrong and then left the meeting. Commissioner Wold then said that if anyone disagrees they can vote against it and if he makes a motion, there will be discussion and members will have to vote. Wold expressed that Commissioner Hartzler’s comments have been less than professional. Chair Gladney expressed that he will reach out to Commissioners to discuss Commissioner Hartzler’s future with the Commission and reiterated that he is frustrated that people are quitting. Commissioner Anderson also expressed frustration toward Commissioner Hartzler’s hostility and shared that he believes Commissioner Wold’s idea to make officer’s voting members would be building bridges and community.

Commissioner Quimby shared that he is concerned for the community’s perspective on the recent events and that the Commission needs to center those perspectives. City Attorney Cisneros redirected the conversation to talking about the community forum that the Council wants the PEACE Commission to facilitate. Commissioner Wold saw City Manager, Tim Cruikshank, enter the meeting and offered him space to speak. Cruikshank shared his gratitude for being allowed to speak. Cruikshank shared that it was his desire to be inclusive and to power share a decision, but ultimately, the responsibility lies on him. Cruikshank doesn’t feel the process was a failure as he is getting a lot of feedback from the community and that by extending the interview process, he wasn’t attempting to take power back, but wanted to make sure that he was absolutely certain with his decision. Chair Gladney, asked the City Manager and Deputy City Manager if Virgil Green was going to be extended an offer or if there were going to be continued assessments. Deputy City Manager Santelices shared that Virgil Green will be meeting with the City Manager and Deputy City Manager, but no offer was extended yet.

Chair Gladney asked City Manager Cruikshank if any more officers have resigned, in which the City Manager answered that none have resigned. Vice Chair Smith asked if the PEACE Commission will be
receiving any more officers to serve. City Attorney Cisneros answered that police officers were not required to serve, they volunteered, so the position will be open until another officer wishes to join.

Sergeant Wilcox expressed gratitude toward Commissioner Wold’s desire to give officer’s voting rights. Wilcox said that no officers are tracking people on social media. Wilcox apologized for any perceived threat or distraction that he posed by delivering his endorsement letter. Wilcox shared that because he was an employee, he felt that he could deliver his letter differently, but it wasn’t his intention to do anything other then give his opinion.

Staff Liaison Williams asked that we discuss the community forum after staff have discussed more with City Council. Chair Gladney asked when the final decision will be made for Chief of Police. City staff expressed that they cannot answer at the time, but the City Manager and Deputy City Manager will be meeting with Virgil Green.

Commissioner Quimby expressed the desire to put together communications for the community. City Attorney Cisneros encouraged Quimby to partner with the city’s communication department to come up with a message.

Sergeant Wilcox expressed gratitude toward staff liaison Williams for his work. Commissioner Wold expressed gratitude for Wilcox and asked him share the PEACE Commission’s appreciation with the rest of the department. Wilcox shared that what makes the Mayor’s comments frustrating for him is that if an officer shoots a young black male, it will be seen as racially motivated.

4. **Adjournment**
MOTION by Commissioner Gladney to adjourn at 8:58pm, SECOND by Commissioner Quimby. Approved unanimously.

_______________________________________
Trey Gladney, Chair

_______________________________________
Airrion Williams, Staff Liaison
REGULAR MEETING MINUTES

1. Call to Order
   The meeting was called to order at _6:40_ pm

2. Attendance/Roll Call
   Commissioners present (☑) and absent (☐):
   - Randy Anderson
   - Shelli Bakken
   - Henry Crosby
   - Alicia Dang
   - Trey Gladney
   - Chris Hartzler
   - Charles Quimby
   - Madeline Ryan
   - Jessie Smith
   - Marshall Tanick
   - Sergeant Dan Wilcox
   - Andrew Wold
   - Maria Cisneros, City Attorney
   - Kiarra Zackery, Equity and Inclusion Manager
   - Airrion Williams, Community Connections and Outreach Coordinator

3. Approval of Agenda
   MOTION by Commissioner Bakken to approve the agenda, SECOND by Commissioner Dang. Approved unanimously.

4. Approval of Minutes
   MOTION by Commissioner Quimby to approve the February 10, 2022 regular meeting minutes, SECOND by Commissioner Crosby. Approved unanimously.

5. Updates
   Equity and Inclusion manager Zackery gave an update on the commission meeting requirements. Beginning April 1, the City Council and all boards and commissions must meet in person. Board members and commissioners may participate remotely as permitted in the attached Remote Meeting Attendance Policy. Members of the public and staff may always attend remotely, and you should plan to continue offering remote attendance options to those groups.
Staff Liaison Williams shared that the commission would not be participating in the “Value Setting” exercise with our technical support partners from Ubuntu, Dr. Raj Sethuraju and President Leslie Redmond, because we want more commissioners present to get the most out of the exercise. We plan to do the “Value Setting” at the next regularly scheduled PEACE Commission meeting.

6. Officer Recognition
Chair Gladney shared that part of the PEACE commissions duty is to recognize exceptional work in the GV Police Department. Chair Gladney said that he would like to honor officer Toavs for his efforts to keep the community safe during a highly stressful situation. Gladney opened the floor for recommendations on ways we could recognize Toavs and other officers who perform exceptionally well in the line of duty.

Staff Liaison Williams recommended that the PEACE commission recognize police staff at their annual recognition ceremony. Williams encouraged commissioners to share the desire to honor GVPD staff with incoming Chief, Virgil Green, once he arrives.

Sergeant Wilcox shared that officer Toavs’ ability to maintain conscious control was due to his long professional career and training. He also emphasized that officer Toavs was shot at and his squad car was struck, so if he were to have shot back at the suspected assailant, he would have been within the scope of his duties, and he hopes that the community would still choose to honor him. Dr. Raj and President Redmond challenged this line of thinking by expressing that everyone has a story and that we need to be more receptive of those perspectives. He also shared that valuing and protecting community members lives is an essential duty of Police officers, so when officers explore all options of action before resorting to potentially taking a life, they are doing their jobs at a high level.

Commissioner Quimby shared that police reports aren’t helpful in telling a story that community members can understand. Quimby suggests that the PEACE commission consider telling stories from the community’s perspective and acknowledge police achievement that way, as opposed to ceremonies. Dr. Raj said that this idea was great and would be even better if the PEACE commission also shared the stories of people being suspected of crime. Dr. Raj challenged the commission to think about the circumstances that would encourage someone to commit a crime and to consider the power that the commission has to shift the narrative to focus on the bigger picture. These situations are not black and white, so humanizing everyone involved provides a much more detailed and colorful perspective.

7. Work Plan updates

a. Training and Retreat
Staff Liaison Williams and Equity and Inclusion Manager Zackery shared that they are planning a foundational training for the PEACE commission that will help commissioners with communication and acknowledging individual skill sets and identities. Commissioners expressed that they wouldn’t want this training to exceed 6 hours a day and would like to have the officer positions filled so they can
also participate in this training. Williams will send out a poll with potential dates for the training.

b. Listening Sessions
Equity and Inclusion Manager Zackery and Chair Gladney shared that the commission would benefit greatly from community listening sessions to hear perspectives of community members on GVPD that commissioners might be blind to. This includes residents and people who have had interactions with GVPD. Commissioner Quimby recommended that PEACE attempt to re-invent the Neighborhood Watch Program to be more community oriented and less about surveillance. This conversation will be continued at the next PEACE commission meeting.

c. Research: Pay parity and objective criteria
Chair Gladney questioned if Golden Valley has objective criteria for pay in regard to Police officers. Sergeant Wilcox shared that pay criteria for police officers is moderated by the police union and that the criteria were linear and heavily dependent on time served and training. Equity and Inclusion manager shared the criteria for other city staff.

8. Adjournment
MOTION by Commissioner Quimby to adjourn at 8:07 pm, SECOND by Commissioner Dang. Approved unanimously.

______________________________
Trey Gladney, Chair

______________________________
Airrion Williams, Staff Liaison
REGULAR MEETING MINUTES

1. Call to Order
   The meeting was called to order at 6:37 pm

2. Attendance/Roll Call
   ☒ Randy Anderson
   ☒ Madeline Ryan
   ☐ Shelli Bakken
   ☒ Jessie Smith
   ☒ Henry Crosby
   ☒ Andrew Wold
   ☒ Alicia Dang
   ☒ Trey Gladney
   ☐ Charles Quimby

   Staff Present: Kiarra Zackery, Equity and Inclusion Manager; Maria Cisneros, City Attorney
   Invited Guests: Dr. Raj Sethuraju

3. Approval of Agenda
   Commissioner Anderson made a motion to amend the agenda to remove item 4—Approval of Minutes because no minutes were attached to the agenda, and approve the agenda as amended. Commissioner Crosby seconded the motion and the motion passed unanimously.

4. Approval of Minutes

5. Updates
   a. Training
      Ms. Zackery provided an update regarding commission training scheduled for July 11, 2022 at Brookview and asked Commissioners to respond to the invitation.
   b. Pohlad
      Ms. Zackery and City Attorney Cisneros provided an update regarding the status of the Pohlad Grant Agreement. Commissioners requested an updated copy of the agreement so that they could refer to it as they continue to work on the Commission’s work plan. Cisneros suggested that City staff share a copy of the next iteration of the agreement before the end of April so that the Commission can discuss the agreement at its May meeting. Cisneros also shared that the Commission is scheduled to present an update to the City Council at the May Council/Manager meeting and suggested that it might make sense to push that update back to June so that the
Commission has a chance to receive additional training and review the Pohlad agreement prior to meeting with the Council. All Commissioners present agreed and Cisneros agreed to coordinate the changes with the City Clerk and City Manager.

c. **PEACE Commission position vacancy**
   Zackery shared that the Commission currently has four vacancies: two community members and two Police Department employees.

d. **Appreciation/Recognition Dinner**
   Zackery shared that all Commissioners are invited to an appreciation dinner on April 26, 2022 at 6:00 pm at Brookview.

6. **Value setting circle (Dr. Raj Sethuraju)**
   Dr. Raj facilitated a mindfulness activity and check-in. Commissioners expressed sentiments about their work on the Commission and the values they share. The values the Commission agreed to refer to in conducting their work together are: humility, empathy, resilience, integrity, the right thing, honesty, faith, love, equality, and faith.

7. **Adjournment**
   MOTION by Commissioner Wold to adjourn at 8:42, SECOND by Commissioner Anderson. Approved unanimously.

_______________________________________
Trey Gladney, Chair

_______________________________________
Airrion Williams, Staff Liaison
REGULAR MEETING MINUTES

1. Call to Order
   The meeting was called to order at 6:39 pm

2. Attendance/Roll Call
   - Randy Anderson
   - Shelli Bakken
   - Henry Crosby
   - Alicia Dang
   - Trey Gladney
   - Charlie Quimby
   - Madeline Ryan
   - Jessie Smith
   - Andrew Wold
   - Loretta Arradondo
   - Roslyn Harmon

   Staff Present: Airrion Williams, Community Connections and Outreach Specialist; Kiarra Zackery, Equity and Inclusion Manager; Maria Cisneros, City Attorney

3. Approval of Agenda
   Commissioner Bakken made a motion to amend the agenda to move subject “Meet Chief Virgil Green” to the beginning of our meeting and approve the agenda as amended. Commissioner Dang seconded the motion and the motion passed unanimously.

4. Approval of Minutes
   MOTION by Commissioner Quimby to approve the April 14th, 2022, regular meeting minutes, SECOND by Commissioner Dang. Approved unanimously.

4. Meet Chief Virgil Green *Amended to beginning of meeting
   Chief Green gave an introduction about himself. Chief Green spoke about getting more officers involved with PEACE so they can contribute and share their voices. Equity and Inclusion Manager Zackery gave background on how PEACE started and where we are now. Chief Green gave a staffing update, expressing the Police Department’s staffing crisis that could affect services in the city. Chief Green shared that he has implemented a 90-day fact finding plan that he will be sharing with the city. This plan will be accumulation of Chief Green’s goals for the city after meeting with staff, officers, and civilians.
5. **Updates**
   Airrion Williams shared that the PEACE Commission training will be facilitated by Kasim Abdur Razzaq, Saturday June 11th from 9am-3pm.

   Zackery shared that PEACE Commission will be presenting workplans to City Council on July 12th.

   Commissioner Quimby wants the PEACE Commission to take more action and be more assertive by being more involved in the agenda setting, working within the subcommittees, and reporting progress back to the commission.

6. **Oath of Office (Loretta Arradondo and Roslyn Harmon)**
   Commissioners Arradondo and Harmon took their Oath of Office and were welcomed into the PEACE Commission. Both Commissioners Arradondo and Harmon introduced themselves to the PEACE Commission by sharing their careers, ties to the community, and passion for this work.

7. **Pohlad Grant Agreement Draft**
   City Attorney Cisneros shared the background in starting the Pohlad Grant Agreement and shared the challenges in drafting this agreement. Cisneros shared that the Pohlad Grant Agreement aligns directly with the sub-committees the PEACE Commission created to guide its work. Cisneros’s shared that this grant allows the PEACE Commission to accomplish a lot more because most commissions don’t have access to the amount of money that PEACE does.

   Commissioner Quimby asked for clarity around group titles identified in the Pohlad Grant Agreement. Equity and Inclusion Manager Zackery explained the different city staff, community partners, and technical assistance team included in the agreement.

   Commissioner Quimby says that the neighborhoods in the city aren’t reflected properly. Quimby shared that neighborhoods could give PEACE context in how people view quality of life and safety, as this could differ from neighborhood to neighborhood.

   Quimby also expressed that PEACE has the ability to work outside of the scope of the Pohlad Grant Agreement, as long as it aligns with the overall mission and bylaws.

   Chief Green recommended PEACE Commission to tap into neighborhood associations.

   Councilmember Sanberg said PEACE should get the neighborhood block emailing list.

8. **Adjournment**
   MOTION by Commissioner Bakken to adjourn at 7:50pm, SECOND by Commissioner Arradondo. Approved unanimously.

   Trey Gladney, Chair
Airrion Williams, Staff Liaison
Agenda Item
3. D. 1. Authorize Change Order #1 Glenwood Avenue Watermain Rehabilitation Project No. 21-06

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

Summary
On May 17, 2022, the City Council awarded a contract to Fer-Pal Construction for the Glenwood Avenue Watermain Rehabilitation Project No. 21-06. As the project came in well under budget, staff worked with Fer-Pal to add additional CIPP lining quantities to the contract via a change order.

The attached Change Order #1 adds an additional 485 LF of 8-inch CIPP watermain lining and associated temporary water systems, valves, fittings, and hydrants to the project. The additional lining installation would take place later in July.

Financial Or budget Considerations
The total cost for Fer-Pal Construction to add an additional 485 LF of 8-inch CIPP watermain lining, including associated temporary water systems, valves, fittings, and hydrants is $122,313, bringing the total project cost for design and construction services for the Glenwood Avenue Watermain Rehabilitation Project to $1,353,903. Funding is included in the 2022 Water and Sanitary Sewer CIP Program (W&SS-109) in the amount of $1,500,000.

Recommended Actions
- Motion to authorize the Mayor and City Manager to execute Change Order #1 with Fer-Pal Construction, Inc. for the Glenwood Avenue Watermain Rehabilitation Project No. 21-06 in the amount of $122,313.

Support Documents
- Change Order #1 with Fer-Pal Construction (1 page)
CHANGE ORDER NO. 1

PROJECT: GLENWOOD AVENUE WATERMAIN IMPROVEMENTS
BMI PROJECT NO.: 0C1.126359
OWNER: CITY OF GOLDEN VALLEY, MN
CONTRACTOR: FER-PAL CONSTRUCTION USA LLC

DATE: 6/15/2022

DESCRIPTION: Extend water main CIPP from Idaho Avenue to Jersey Avenue.

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</table>

TOTAL $122,313.00

Original Contract Amount $1,081,590.00
Previous Change Orders $-
Change Order No. 1 $122,313.00
Revised Contract Amount $1,203,903.00

APPROVED:

Owner

City of Golden Valley:

Printed Name & Title

Date

CONTRACTOR:

Bolton & Menk, Inc.:

Printed Name & Title

Date

Owner

Project Manager

Printed Name & Title

Date

Printed Name & Title

Date

Mayor

Printed Name & Title

Date
Agenda Item
3. D. 2. Authorize Agreement with Union Pacific Railroad for Zane Avenue Crossing Preliminary Engineering Services Contingent Upon the Final Review and Approval of the City Attorney

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

Summary
As part of the Zane Avenue and Lindsay Street Reconstruction Project, staff is evaluating the existing Union Pacific Railroad crossing on Zane Avenue. This section of Zane Avenue is identified in the 2040 Comprehensive Plan, specifically the Bicycle and Pedestrian Plan for a future sidewalk. In order to make improvements in Union Pacific Railroad right of way, a Preliminary Engineering Reimbursement Agreement must be in place with the local road authority, in this case, the City.

The Preliminary Engineering agreement will evaluate the crossing and develop cost estimates for the proposed improvements, including replacing and widening the crossing, upgrading signals, and providing ADA accessible pedestrian facilities across the tracks. To accommodate the proposed pedestrian facilities across the railroad tracks, the railroad crossing must be widened.

After the crossing is evaluated by Union Pacific, a future construction and maintenance agreement will be needed for Union Pacific to construct the modifications on its system. As mentioned, the cost and scope of these modifications will be determined as part of the preliminary engineering evaluation.

Financial Or Budget Considerations
The not to exceed amount of the Preliminary Engineering Reimbursement Agreement is $60,000. Funding is included in the 2023 Street CIP Program (S-042) in the amount of $300,000.

Recommended Action
Motion to Authorize the Mayor and City Manager to enter into a Reimbursement Agreement with the Union Pacific Railroad for Preliminary Engineering Services on the Zane Avenue Crossing Contingent Upon the Final Review and Approval of the City Attorney.

Supporting Documents
- Reimbursement Agreement for Preliminary Engineering Services (5 pages)
REIMBURSEMENT AGREEMENT  
PRELIMINARY ENGINEERING SERVICES

Effective Date: JULY 5, 2022

Agency: CITY OF GOLDEN VALLEY, MINNESOTA

Estimate: $60,000.00

THIS REIMBURSEMENT AGREEMENT (Agreement) is made and entered into as of the 5th day of July, 2022, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (Railroad), and City of Golden Valley (Agency).

RECITALS

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto (the Project).

B. The Project will affect Railroad's track and right of way at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement.

AGREEMENT

1. NOW THEREFORE, the parties hereto agree as follows:

2. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (PE Work). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

3. Notwithstanding the Estimate (Estimate), Agency agrees to reimburse Railroad and/or Railroad's third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. Within sixty (60) days after completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE Work. Agency shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted for the PE Work. Bills will be submitted to the Agency using the contact information provided on Exhibit C. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless if Agency declines to proceed with the Project or Railroad elects not to approve the Project.
4. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications and prepare material and force cost estimates for any Project related work performed by Railroad.

5. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Construction and Maintenance Agreement (C&M Agreement) which shall provide the terms and conditions for the construction and ongoing maintenance of the Project. Unless otherwise expressly set forth in the C&M Agreement, the construction and maintenance of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad's property or operations shall commence until the C&M Agreement is finalized and executed by Agency and Railroad.

6. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

7. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

8. This Agreement sets forth the entire agreement between the parties regarding the Project and PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

CITY OF GOLDEN VALLEY, MINNESOTA

Signature

Shepard M. Harris
Printed Name
Mayor
Title

UNION PACIFIC RAILROAD COMPANY, a Delaware Corporation

Signature

Chris Keckeisen
Printed Name
Manager I, Engineering – Public Projects
Title
Exhibit A
Project Description and Location

Project Description

City of Golden Valley, MN proposes to widen the crossing, replace the existing crossing panels, install sidewalks, as well as rehabilitate and realign the roadway at the location referred to below.

Location

Golden Valley Ind. Ld.

<table>
<thead>
<tr>
<th>DOT</th>
<th>Crossing Type</th>
<th>Milepost</th>
<th>Street Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>185033Y</td>
<td>Public</td>
<td>4.284</td>
<td>Zane Avenue</td>
</tr>
</tbody>
</table>
Exhibit B
Scope of Project Services

Scope of work includes, but is not limited to the following

- Field diagnostic(s) and inspections
- Plan, specification and construction review
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Meetings and travel
# Exhibit C
## Billing Contact Information

<table>
<thead>
<tr>
<th>Name</th>
<th>R.J. Kakach</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Assistant City Engineer</td>
</tr>
<tr>
<td>Address</td>
<td>7800 Golden Valley Road, Golden Valley, MN, 55405</td>
</tr>
<tr>
<td>Work Phone</td>
<td>(763) 593-8030</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:rkakach@goldenvalleymn.gov">rkakach@goldenvalleymn.gov</a></td>
</tr>
<tr>
<td>Agency Project No.</td>
<td></td>
</tr>
</tbody>
</table>
AGENDA ITEM

Prepared By
Rick Birno, Parks & Recreation Director
Al Lundstrom, Parks Superintendent

Summary
Residents of Golden Valley identified Community Gardens as one of their top requests to be added to the park system in the 2016 community survey. Staff worked with residents on the design concept for a community garden at Medley Park and it was concluded the preference would be for an enclosed garden area, with raised garden containers including shared garden tools onsite, water access, and a design that could be accessed by all.

Staff began developing the community garden at Medley Park in the fall of 2021. Improvements will continue through the construction season of 2022 with a grand opening scheduled for spring of 2023.

Staff requested quotes for the construction and purchase of 40 12’x4’x24” raised container beds for the community garden in a material that is resistant to deteriorating and requires no maintenance.

The quotes for the raised garden containers are as follows:

- RDF Troughs $49,018 (constructed of Aluminum)
- Farm Tek No Quote Submitted for Specified Dimensions – Generic size only
- Tank & Barrel No Quote Submitted for Specified Dimensions – Generic size only
- Behlen Country No response to request for quote
- Freeland Industries Purchased by Behlen Country

Staff recommends purchasing the raised garden containers from RDF Troughs. The cost to ship the 40 containers to Medley Park in Golden Valley is $3,200.

Financial Or Budget Considerations
Funds have been budgeted in the 2022 and 2023 Park CIP budget for community parks in the amount of $45,000 (P-025). The remainder will come from other Parks CIP projects.
**Recommended Action**
Motion to authorize the City Manager to sign a quote for the purchase and shipment of 40 aluminum 12’x4’x24” raise garden containers for the Medley Park Community Garden for a total of $52,218.

**Supporting Documents**
- Quote from RFD Troughs (1 page)
ESTIMATE

ADDRESS
City of Golden Valley
316 Brookview Parkway
South
Golden Valley, MN 55426

SHIP TO
City of Golden Valley
316 Brookview Parkway
South
Golden Valley, MN 55426

PRODUCT
Custom Trough
Shipping

DESCRIPTION
Custom Heavy Duty Aluminum Trough
4"x12"x24", .125" material, 2" lip on all sides, reinforced lip on long sides, closed bottom, 3 inlet/outlets as directed
Shipping from Pilot Rock, OR to Golden Valley, MN

QTY
40
1

RATE
1,225.45
3,200.00

AMOUNT
49,018.00
3,200.00

TOTAL
$52,218.00

Estimate is good until August 1, 2022.
Product will be delivered within 60 days of order placement.
Credit card payments will have additional 3% added to total.

Thank you!

Accepted By: CITY OF GOLDEN VALLEY  Accepted Date: JULY 5, 2022

________________________________________
Shepard M. Harris, Mayor

________________________________________
Timothy J. Cruikshank, City Manager
Agenda Item
3. D. 4. Authorize Purchase of replacement outdoor hockey rink dasher boards, steel components and fencing for Medley Park from Becker Arena Products Contingent Upon the Final Review and Approval of the City Attorney

Prepared By
Al Lundstrom, Parks Superintendent
Rick Birno, Parks & Recreation Director

Summary
The Medley Park outdoor hockey rink is over 35 years old, deteriorating and in need of replacement.

Staff is recommending Becker Arena Products for the replacement materials through the Sourcewell Cooperative Purchasing Program contract #120320-ATH which the City of Golden Valley is a member.

The Sourcewell Cooperative Purchasing Program is a municipal contracting government agency that serves education and government agencies nationally through competitively bid and awarded contract purchasing solutions.

The purchase includes:
- Steel components and fencing $51,192
- Lumber for the dasher boards $12,639
- Total for all materials $63,831

Financial Or Budget Considerations
The 2022-2031 Parks Capital Improvement Program (P-039) includes $75,000 for the fencing, steel components, dasher boards, and installation.

Recommended Action
Authorize the Mayor and City Manager to execute the purchase of outdoor hockey rink dasher boards, steel components and fencing for Medley Park from Becker Arena Products in amount of $63,831 contingent upon the final review and approval of the City Attorney.

Supporting Documents
- Becker Arena Products materials purchase agreement (7 pages)
Thank you for considering Becker Arena Products, Inc., we appreciate the opportunity...

Benefits of Choosing to Partner with Becker Arena Products

- A stable and reliable company since 1988
- A staff with in-depth knowledge of the industry and products
- Quality products that last
- Experienced and professional installers
- Excellent customer service
- Worry Free Projects – Guaranteed

This system is available through the Sourcewell Cooperative Purchasing Program at discounted pricing. BECKER ARENA PRODUCTS, INC – VENDOR CONTRACT #120320 - ATH

- Sourcewell is a municipal contracting government agency that serves education and government agencies nationally through competitively bid and awarded contract purchasing solutions. Over 47,000 Member agencies enjoy the value and commitment of the world-class Sourcewell awarded Vendors. Take advantage of the cooperative purchasing discounts shown here in this quotation mentioning our contract #120320 - ATH when ordering. You must be a member and contracting authority. Ask your salesperson for a copy of the Sourcewell Contract Purchasing information.

Per our recent discussion and site review, below please find the below revised Sourcewell pricing for the following dasher board system.

**BAP4.0 DASHER BOARD SYSTEM**

Becker Arena Products, Inc. shall furnish one BAP4.0 Outdoor hockey dasher board system. The pricing is based on the information furnished and will include the following items and features.

**DASHER MATERIALS**

- Rink size 197’ x 85’ x 28’ radius
- 48” high galvanized steel frame components only [Ring only]
- Vertical dasher supports to be anchored directly into grade, Steel posts pounded in, approximately 4’ embedment
- 10’ high 2” schedule 40 galvanized pipe dasher board supports for the ends and radius corners of rink and the chain link fence
- One (1) frame only for a 12’-0” straight “Lift Out” gate system (planks)
- One 36’ player access gates, straight, with HD hinges and lift latches
- All steel framing components hot dip galvanized after fabrication
- 2 x 10 x 10’ long treated lumber for the sides and straight ends
- 2 x 6 x 4’ long treated lumber for the radius corners (Positioned vertically)
- Dasher panels to be assembled on site
- Includes all hardware required for installation

**CHAIN LINK FENCING**
- Support posts for 6’ high fence fabric
- 242 lineal feet of 6’ high x 9-gauge galvanized chain link fabric with three horizontal support rails and all hardware for a complete installation
- Four (4) each shield termination pads

**INSTALLATION**
- Becker Arena Products, Inc. will furnish an experienced and professional installation crew that meets all requirements to be considered a Qualified Becker Arena Products, Inc. Employee or Partner. This approved team will complete the installation of the dasher system and chain link fencing as described above. Price includes labor (Non-union labor / non prevailing wage rate) required forklift and all equipment for installing chain link fence.

**DELIVERY**
- Freight to Golden Valley MN has been estimated and included in the total dasher pricing. Due to the volatility in transportation and freight rates, Becker Arena Products reserves the right to adjust the total price to match the actual freight rates incurred on the date of shipment(s).

**Pricing Breakdown**

<table>
<thead>
<tr>
<th>Description</th>
<th>Accept</th>
<th>Price</th>
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</thead>
<tbody>
<tr>
<td>Base Price: Steel Components and Fencing</td>
<td>Yes</td>
<td>$51,192.00</td>
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<tr>
<td>Add to Base to Include Lumber</td>
<td>Yes</td>
<td>$12,639.00</td>
</tr>
<tr>
<td>Add to Base to include Full Installation</td>
<td>No</td>
<td>$52,199.00</td>
</tr>
</tbody>
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**Optional Containment Netting**
- BAP to provide material and installation of additional 10’ high containment netting around one end zone and radius
- 121 lineal feet of black Nylon netting and support posts
- Installs above the chain link fencing, creating 20’ high containment in total

**Total Price (material, labor, freight)**                | No     | $9,485.00
ATHLETICA 5.0 PRO-SERIES OUTDOOR HOCKEY DASHER BOARD SYSTEM

Athletica Sports Systems shall furnish and install the following new custom-built Athletica 5.0 Pro-Series Aluminum outdoor dasher board system. Pricing is based on the information provided and will include the following items and features.

MAIN RINK SIZE: 197’x85’x28’ RADIUS

DASHER FRAMING W/UV STABILIZED POLY FACING AND KICK PLATE - POLYETHYLENE CAP Rail
- Rink Size: 197’x85’x28’ radius – 516 lineal feet of 42” high 5” wide Athletica Sports Systems aluminum frame dasher boards, ring only.
- 1/2” white UV stabilized poly dasher facing, 4’ panels
- 1/2” x 8” high yellow UV stabilized poly kick plate
- 1/2” white UV stabilized high-density polyethylene cap rail.
- All panels pre-assembled
- All panel steel framing hot dip galvanized after fabrication
- Vertical dasher supports to be anchored directly into grade, Steel posts pounded in, approximately 4’ embedment

GATES
- One 12’-0” straight double leaf straight equipment gate complete with heavy duty adjustable hinges, slide bars and heavy-duty casters. Lift Off design for easy removal/installation
- One 3’-0” straight access gate with heavy duty hinges, 8” threshold
- All gate hardware to be stainless steel. Washers and nuts to be zinc plated
- 1” thick high-density polyethylene thresholds access gates

CHAIN LINK FENCING
- Support posts for 6’ high fence fabric
- 242 lineal feet of 6’ high x 6-gauge galvanized chain link fabric with three horizontal support rails and all hardware for a complete installation
- Four (4) each shield termination pads

INSTALLATION
- Becker Arena Products, Inc. will furnish an experienced and professional installation crew that meets all requirements to be considered a Qualified Becker Arena Products, Inc. Employee or Partner. This approved team will complete the installation of the dasher system and chain link fencing as described above. Price includes labor (Non-union labor / non prevailing wage rate) required forklift and all equipment for installing chain link fence.

DELIVERY
- Freight to Golden Valley MN has been estimated and included in the total dasher pricing. Due to the volatility in transportation and freight rates, Becker Arena Products reserves the right to adjust the total price to match the actual freight rates incurred on the date of shipment(s).

Total Price (material, labor, freight) | Accept | $63,831.00 (Adjusted Total)
--- | --- | ---

Optional Containment Netting
- BAP to provide material and installation of additional 10’ high containment netting around one end zone and radius
- 124 lineal feet of black Nylon netting and support posts
- Installs above the chain link fencing, creating 19’-6” high containment in total

Total Price (material, labor, freight) | Accept | $8,152.00
Material Price Escalation & De-Escalation Clause (Due to the volatility of all components of the above dasher board system)

- In the event that the price of any of the material(s) used in the Becker Arena Products, Inc. production of the above product increase or decrease by 3% or greater from the price used for that material(s) at the time the quote was signed, then the price for the material(s) in the contract between Becker Arena Products, Inc. and the purchaser shall be increased or decreased to reflect the additional or reduced cost to obtain that material or materials. Purchaser agrees that Becker Arena Products, Inc. shall be entitled to an adjustment to the contract price to reflect and price increases of material(s) that occur as a result of Becker Arena Products, Inc. incurring additional costs when ordering materials.

Please Note: Taxes are the responsibility of the purchaser. Prices do not include special insurance requirements, bonding, or applicable permits and/or license fees. Prices subject to site visit and/or receipt of final construction drawings and specifications. If sales tax is applicable, it will be added to the proposal totals and noted on a Contract Summary Sheet that will be sent back with your executed contract. All payment terms are based on credit approval.

Our Standard Payment terms are:

- 45% due upon placement of order $ __________________
- 45% due 10 days prior to shipment $ __________________
- 10% due upon completion $ __________________

The above payment amounts will be filled in based on total contract price and any applicable sales tax and sent back on the Contract Summary Sheet with your executed contract.

We are looking forward to the opportunity of working with you on your project and if we can be of further assistance please do not hesitate to call.

This proposal is subject to Becker Arena Products, Inc. Standard Terms and Conditions and Limited Warranty and may be withdrawn without penalty at any time before contract execution. If accepted, please sign and return this copy to Becker Arena Products. When approved and signed by one of our officers a fully executed copy will be forwarded for your records. This proposal is subject to change, withdrawal or cancellation until accepted by you. If Becker Arena Products, Inc. have not received your acceptance within 60 days from the date hereof, this proposal shall automatically expire. Becker Arena Products, Inc. retains a security interest in all products covered in this agreement until all payment terms have been met. In addition, the purchaser agrees to sign any additional documents for Becker Arena Products, Inc. to perfect its security interest in the products.

Proposal/Contract # Medley Park ODR rev 2 is accepted with initialed options:

______________________________ ____________________________
Purchaser Signature Becker Arena Products, Inc.

Shepard M. Harris, Mayor General Manager

JULY 5, 2022 Title

#2129 Jeff Brosz

Sourcewell ID Print Name

#120320 - ATH Today's Date

Sourcewell Contract ID

______________________________ ____________________________
Purchaser Signature Becker Arena Products, Inc.

Timothy J. Cruikshank, City Manager General Manager

JULY 5, 2022 Title

#120320 - ATH Print Name

Sourcewell Contract ID
1. Definitions. In these terms - “Seller” means the seller of the Goods as defined herein; “Buyer” means the entity purchasing the Goods, including any successors thereof; “Goods” means the goods, products and materials manufactured, imported, supplied and/or delivered for or by Seller to Buyer, as such were approved by Seller in reply to Buyer’s order and accordingly listed in the Approval of Order; “Approval of Order”, in respect of any Buyer’s order, means the instrument issued by Seller, bearing the same reference number of such order and specifying, among any other terms, the items of Goods, including their respective price and quantity, which shall be supplied to Buyer upon such order; “Contract” means the contract for the supply of Goods which have been ordered by Buyer and specified in Seller’s Approval of Order, which contract is concluded based on these Terms and Conditions of Sale unless otherwise specified in the Approval of Order.

2. Payment. Payment for Goods shall be due on or prior to the delivery date of Goods and no discount may be taken. Payments received after the due date thereof shall bear a service charge from their due date, at the maximum lawful interest rate applicable, and if none – at the annual rate of 5% above the base rate from time to time of the central bank of the place of Buyer’s incorporation. All payments shall be made to Seller’s designated bank account in the same currency and for the same amounts as specified in the Approval of Order.

3. Prices, Duties and Taxes. Prices specified in the Approval of Order are net, excluding packaging, and shall be deemed Ex-works (Incoterms 2000 as amended). Prices are based, inter alia, on production costs for supplies, labor, deliveries, duties, and services current on the order date. In the event of material increase in any such costs, Seller reserves the right either to adjust the prices for Goods accordingly, or to cancel any part of the sales relating to undelivered Goods. Duties, taxes, fees, levies and other compulsory payments applicable to the sale of Goods any time, as well as freight, express, insurance and delivery charges, shall all be borne and paid in full by Buyer, unless otherwise expressly stipulated.

4. Delivery. Delivery dates noted on the Approval of Order are estimates only, and are not guaranteed, and are all subject to adjustment as determined by the Seller acting reasonably. The acceptance of shipment by a common carrier or by any licensed public truckman shall constitute proper delivery. Risk associated with the Goods shall pass to Buyer on delivery or with the passing of title in the Goods, whichever occurs first; provided however, that where delivery is delayed due to circumstances caused by or within the responsibility of Buyer, risk of loss shall pass to Buyer upon Seller’s notification that Goods are ready for dispatch.

5. Retention of Title. Title shall pass to Buyer only upon full payment by Buyer for the Goods and following payment of any other outstanding debt by Buyer to Seller. Buyer shall, at Seller’s request, take any measures necessary under applicable law to protect Seller’s title in the Goods, and lawfully notify Buyer’s present or potential creditors of Seller’s title on and interest in the Goods. Buyer acknowledges that so long as title has not been transferred in the Goods, it holds the Goods as bailee and fiduciary agent for the Seller and shall safely and securely store and keep the Goods separate and in good condition, clearly showing the Seller’s ownership of the Goods and shall respectively record the Seller’s ownership of the Goods in its books. Notwithstanding the above, Buyer may use Goods for its own use, or sell Goods, as a fiduciary agent for the Seller, to a third party in the normal course of business by bona fide sale at market value, whereby proceeds of such usage or sale of Goods, as the case may be, shall, to the extent of the amount being owed by Buyer to Seller at the time of receipt of such proceeds, be held by Buyer on trust for Seller and specifically ascertainment, until payment in full for all payable debts by Buyer to Seller.

6. Warranty. a) If applicable, Seller warrants that Goods as set out in the warranty applicable thereto given by Seller to Buyer, subject always to the terms and conditions thereof, and subject to use, storage and application thereof in accordance with and based on Seller’s standard tolerances, instructions of use and recommendations. b) Unless otherwise restricted by mandatory applicable law, THE WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, QUALITY AND FITNESS FOR USE AND FOR PURPOSE, ANY ADVICE AND RECOMMENDATION AND ANY OBLIGATIONS OR LIABILITIES WHICH MAY BE IMPLIED TO SELLER, ANY AND ALL OF WHICH HEREBY EXPRESSLY DISCLAIMED, DENIED AND EXCLUDED. BUYER EXPRESSLY AGREES THAT NO WARRANTY THAT IS NOT SPECIFICALLY STATED IN THIS AGREEMENT WILL BE CLAIMED OR OTHERWISE ADHERED TO BY BUYER AND/OR BY ANYONE ACTING ON BUYER’S BEHALF AND/OR BY ANYONE DERIVING THE LEGALITY OF ITS CLAIM FROM BUYER, NOR THAT ANY SUCH WARRANTY IS VALID. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, USE OR HANDLING OF ANY AND ALL GOODS SPECIFIED OR CONTEMPLATED BY THIS CONTRACT. NO WARRANTY IS MADE WITH RESPECT TO ANY OF THESE GOODS WHICH HAVE BEEN SUBJECT TO ACCIDENT, NEGLIGENCE, ALTERATION, IMPROPER CARE, IMPROPER STORAGE, IMPROPER MAINTENANCE, ABUSE OR MISUSE.

7. Claims and Liability. a) Unless Seller shall within 30 days after delivery of the Goods, receive from Buyer written notice of any matter or thing by reason whereof it is alleged that Goods are not in accordance with the Contract, Goods delivered shall be deemed to have been supplied, delivered and accepted in all respects in full conformity with the Contract and Buyer shall be entitled neither to reject the same nor to raise any claim for damages or for other remedy in respect of any alleged negligence and/or breach of warranty and/or any condition. b) In any claim, brought subject to the conditions above, Buyer must prove to the satisfaction of Seller that it followed Seller’s instructions for use, care, storage, maintenance, handling and application of the Goods. c) Unless otherwise specifically restricted by mandatory applicable law, Seller’s liability under any claim and in connection with any possible allegation, whether based on negligence, contract, or any other cause of action, shall, if the Seller shall be liable hereunder, be limited to either (i) the replacement of the Goods or the supply of equivalent goods; (ii) the repair, or payment of the cost of repair, of the Goods; or (iii) credit in an amount equal to the purchase price specified in Seller’s pertinent invoice, or in an amount of equivalent goods, all at Seller’s sole option. Buyer acknowledges that the remedy available to him as specified herein, is in lieu of any remedies that may be otherwise available to him, now or in the future, whether in law or in equity, relating to any loss or damage, whether directly or indirectly, arising from the purchase and/or the use of Goods, including without limitation, any actual or contingent damages, loss of production, loss of profit, loss of use, loss of contracts or any other consequential or indirect loss whatsoever, whether pecuniary or non-pecuniary, and it is acknowledged and agreed by Buyer that in no circumstances shall Seller be liable for any such damages. Should any limitation on Seller’s liability hereunder be held ineffective under applicable law, then Seller’s liability shall in any event be limited to the minimum amount of damages to which Seller may limit its liability, where such is greater than the purchase price as specified in Seller’s pertinent invoice. Additionally, any action against Seller must be commenced within one year after the cause of action accrues. d) Buyer, for himself and for any other party which may claim either under or through Buyer, or independently of Buyer, including Buyer’s employees, directors, officers, representatives and personnel, shall indemnify and hold Seller harmless, from and against any claim or liability for damages in any way relating to the supply or use of the Goods, including claims for negligence and including but not limited to, any claim in connection with the design, manufacture, use, care, storage, delivery, application or maintenance of any Goods sold hereunder, whether alleged to have been committed by Seller or by any other person whatsoever. Buyer’s undertaking as specified in this subsection shall extend and inure to the benefit of Seller and of Seller’s successors at any time, as well as to Seller’s personnel, representatives, managers, directors and officers. Nothing contained herein shall take effect to exclude or limit liability where liability may not be excluded or limited under applicable law, including, without limitation, for death, personal injury and fraudulent misrepresentations. e) Any and all warranties, undertakings, guarantees, or assurances provided herein by Seller, are specifically limited to Buyer herein, and not imputed by Seller, whether directly or indirectly, expressly or impliedly, to any other person or entity, including any subsequent buyer or user, bailee, licensee, assignee, employee and agent of Buyer.
8. Default. Upon failure of Buyer to pay any amounts due to Seller, or in the event of any breach or anticipated breach by Buyer of any Contract with Seller, or if Buyer shall either (i) become insolvent, (ii) call a meeting of its creditors, or (iii) make any assignment for the benefit of creditors, or if (iv) a bankruptcy, insolvency, reorganization, receivership or reorganization proceeding shall be commenced by or against Buyer, then, in each such occasion, Seller may, at its sole discretion, opt to (1) cancel this and any other Contract with Buyer (without waiving any of Seller’s rights to pursue any remedy against Buyer); (2) claim return of any Goods in the possession of Buyer, the title of which has not passed to Buyer, and enter Buyer’s premises (or the premises of any associated company or agent where such Goods are located), without liability for trespass or any alleged damage, to retake possession of such Goods; (3) defer any shipment hereunder; (4) declare forthwith due and payable all outstanding bills of Buyer under this or any Contract; and/or (5) sell all or part of the undelivered Goods, without notice at public and/or on private sale, while Buyer shall be responsible for all costs and expenses of such sale and be liable to Seller for any shortfall in the discharge of the amounts due to Seller.

9. Independent Delivery. Each delivery of Goods shall (without prejudice to Seller’s rights under clause 8 hereinabove) be considered a separate contract and the failure of any delivery shall not vitiate any contract as to deliveries of other Goods and payment therefor.

10. Cancellation. Orders manufactured in whole or in part, pursuant to Buyer’s specifications, may not be cancelled except with Seller’s prior written consent, on terms which will compensate Seller for any resulting losses.

11. No-Assignment. No rights or obligations of Buyer arising out of this Contract may be assigned without the express prior written consent of Seller.

12. Force Majeure. Should Seller be prevented from effecting deliveries of the Goods or any of them by reason of either an act of god, insurrection, riot, war hostilities, terror attacks, warlike operations, piracy, arrests, restraints or detainments by any competent authority, strikes or combinations or lock-out of workmen, fire, floods, droughts, earthquakes, permanent or temporary delay or inability to obtain labor, material or services through Seller’s usual and regular sources, or any other circumstances (whether of a nature similar to those specified, or not) beyond the absolute control of the Seller, then, in each such cases, the obligation of the Seller to effect deliveries hereunder shall be suspended until after such prevention shall cease to continue. Should any deliveries under this Contract be suspended under this clause for more than 90 days – either party may withdraw from this Contract and be relieved from any liability; provided however, that Buyer shall nevertheless accept delivery and pay for such Goods once the Seller is able to deliver in accordance with the period(s) of shipment named in this Contract. Seller shall not be liable for, and be relieved from, any loss or damages of any kind resulting from the causes mentioned hereinabove.

13. Advice. Any provisions specified or implied by herein or elsewhere notwithstanding, any advice, recommendation, information, assistance or service provided by Seller in relation to the Goods or in respect of their use or application is given in good faith, shall be deemed accepted by Buyer without imputation of any liability to Seller, and it shall be the responsibility of Buyer to confirm the accuracy and reliability of the same in light of the use which Buyer makes or intends to make of the Goods.

14. Entire Agreement. This Contract merges the entire terms and conditions for sale of the Goods. In the event of any conflict between the terms herein and any provisions included in the Approval of Order, the latter shall govern and prevail. Subject to the foregoing, nothing specified in, or referred to by, any other document, record or instrument whatsoever, which relates to and/or which otherwise consists in connection with the sale of Goods herein, whether expressly or impliedly, including any written order, request or other standard or specific terms of any entity, shall or may be interpreted to attribute to Seller and/or to Seller’s affiliates or representatives (i) any liability, obligation, commitment and/or undertaking, and/or (ii) any waiver in connection with or of any right, whether contractual, proprietary, in-person am and/or equitable, including but not limited to, any and all intellectual property rights in connection with the Goods, which are and shall always remain in the Seller’s exclusive and complete ownership under all circumstances whatsoever, notwithstanding any sale of Goods hereunder and whether the Goods shall be standard Goods or manufactured to a specific order. No modification or waiver of any provision hereof shall become valid and effective except upon a written instrument duly signed beforehand by Seller. No waiver by either party of any default of the other party shall be deemed a waiver of any subsequent or other default. If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, the balance of this Contract shall continue in full force and effect without the provision.

15. Law and Arbitration. This Contract shall be governed by and construed in accordance with the laws of the state of Seller’s incorporation. Any dispute arising out of or in connection with this Contract shall, if so determined by the Seller, be finally settled by arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce (“ICC”), as shall be in effect from time to time, and if so determined, the balance of this Section shall apply. The arbitration shall be held at such location in the state of Seller’s incorporation as shall be determined by Seller, in its sole discretion. The arbitrator shall be mutually appointed by Seller and Buyer within 21 (twenty-one) days following a written demand for arbitration by either of the parties. Failing to reach an agreement regarding the nomination of an arbitrator, the head of the relevant ICC national committee (located in the Seller’s country of incorporation; and absent such local committee in that specific country – the ICC UK Committee (www.iccuk.net)) shall appoint an arbitrator at the request of any of the parties, a copy of which request for the appointment of an arbitrator shall be provided by the requesting party to the other party. Awards may be enforced in accordance with the 1958 New York Convention and judgment may be entered upon any award in any court having jurisdiction over the parties and/or their assets. The arbitrator’s fees shall be paid by both parties in equal parts unless otherwise determined by the arbitrator. This provision shall survive any termination of any of the terms and conditions herein and shall be deemed to constitute an independent arbitration agreement between Buyer and Seller for all purposes and intents.

16. Dasher Board Systems

1. Seller may choose whether or not to produce the rink according to its production schedule. If they produce the rink on schedule, it will be stored at Becker Arena Product’s location of business and storage fees will be charged to the Purchaser at the rate of US $300 per week. All payments will be due according to the terms from the original ship date. If the Seller chooses to delay production to coincide with the new ship date, no storage fees will apply, and payment will be due according to the terms from the original ship date. If contract terms are paid in full prior to shipping, the time will start from the original ship date and not the adjusted ship date.

2. A new shipping installation date will be coordinated with Seller’s installation department and confirmed with the Purchaser. The Seller will reschedule the installation for the next available date according to the Seller’s installation schedule. In some cases, the site delay may cause additional charges. This includes, but is not limited to, wages, remodeling, and equipment rental, to be paid by the Purchaser.

3. If the Purchaser’s site is not ready when the Seller’s installation crew arrives, additional costs will be charged to the Purchaser. This includes, but is not limited to wages, travel, lodging, meals, equipment rental and changes in Becker Arena Product’s installation schedule.

17. General Site Requirements.

The following criteria must be met, or extra charges may apply, and delays will be incurred, if the site is not in compliance when Seller is ready to deliver and install the goods:
1. **Concrete and Floor Work:** All concrete work is to be completed and allowed to cure, according to job specifications and/or refrigeration contractors requirements, before the date installation is scheduled to begin.

2. The levelness of the perimeter concrete, where the rink is to be installed, must be within 1/8" of levelness for every 10' in length and no more than 1/4" difference in height over the length and width of the perimeter surface.

3. For sand floors, the first 6" from the front of the curb, where the rink is to be installed, must be within 1/16" of flatness from the inside edge outward and meet the levelness and flatness conditions specified above. Sand floors are not to be final graded prior to dasher board installation.

4. Expansion joints, which are to be covered completely by the rink, are to be within 1/2" of straightness from end to end and side to side. The distance from side to side and end to end of the outside edge of the expansion joint is to be within 1/2" of the required dimension for the frame to cover it.

5. If, upon arrival, the perimeter concrete is inspected and does not meet the specifications for levelness, flatness, straightness and size, the following will occur:

6. Seller’s Representative will determine if the rink can be shimmed or adjusted/cut to achieve desired levelness, fit and/or expansion joint coverage while maintaining the structural integrity of the rink. If so, the additional time and materials to do this will be paid by the Purchaser. A change order must be filled out by the Seller’s Representative and signed by the Purchaser before any work commences.

7. If the rink cannot be shimmed or adjusted to the desired levelness and/or coverage while maintaining the structural integrity of the rink, the Purchaser will be responsible for fixing the surface to meet specifications. All associated costs for this are the sole responsibility of the Purchaser.

8. The Seller will accept contracts that are retrofit projects with the understanding that the condition of the underlying perimeter concrete work meets the specifications stated above. If, after removal of the existing rink, the concrete does not meet these conditions, points “1” and “2” from above will apply.

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**18. Requirements for Rink Installations:**

(Refer to the enclosed Site Requirements)

1. **Walk Through Inspection.** When Seller’s work is complete or near complete, Purchaser or the Purchaser’s Representative (including general contractors and architects) must be available for a final walk-through inspection with the Seller’s Representative. Any parties who do not attend the walk through will forfeit their right to submit punch list items. A final punch list of items to be completed or repaired will be prepared as a result of this walk through. Any item not included on the final “punch list” will not be the responsibility of the Seller unless it is covered by the Seller’s Warranty.

2. **Shop Drawings and Non-standard Shielding.** Preparation of shop drawings will not commence until after the signed contract has been delivered to Seller. Production will not commence until Seller receives approved shop drawings. Field measured; tempered glass (non-standard sizes) may require an additional 3-4 weeks for delivery after completion of installation. Any field measured tempered glass to be installed by purchaser.

3. **Polyethylene.** All polyethylene used to manufacture the rink shall be virgin material. All colors shall match within manufacturer’s tolerance.

4. **Seller** will not be responsible for replacing polyethylene that conforms to manufacturer’s color tolerance. During manufacturing, all panels shall have the polyethylene overhang past the frame a minimum of 1/16" on each end to allow for contraction of the material due to temperature change in the field. Seller shall not be responsible for material contraction gaps between panels due to temperature change if it adheres to these manufacturing requirements.

5. **Material Check-in.** (Installation supervision and supply only contracts) The Purchaser shall be responsible to verify the shipment for quantities and any damage caused from shipping for jobs that include installation supervision or are supply only. Any quantity variances and/or damage must be noted and reported to the Project Manager by filling out the Material Check-in Form and faxing it to the Project Manager. Missing/damaged items must be reported within 24 hours of receipt to receive credit. All boxes will be clearly marked by the Seller. The Ship list will clearly identify the contents and quantities of the shipment. It is the responsibility of the Purchaser to verify that all box numbers in the hardware crate are accounted for, not to open and count each individual item per box. The Purchaser must count anything that is not boxed.
Agenda Item
3. E. 1. Approve Resolution No. 22-062 accepting the donation from Home Depot through the Golden Valley One Good Deed organization for 40 five-gallon buckets for the new Golden Valley Community Garden at Medley Park.

Prepared By
Rick Birno, Director of Parks & Recreation

Summary
As adopted in the Donation/Gift Policy, a gift of real or personal property must be accepted by the City Council by resolution and be approved by a two-thirds majority of the Council. All donations and grants must be acknowledged and accepted by motion with a simple majority.

Financial Or Budget Considerations
Not applicable.

Recommended Action
Motion to adopt Resolution No. 22-062 accepting the donation from Home Depot through the Golden Valley One Good Deed organization for 40 five-gallon buckets for the new Golden Valley Community Garden at Medley Park.

Supporting Document
- Resolution No. 22-062 accepting the donation from Home Depot through the Golden Valley One Good Deed organization for 40 five-gallon buckets for the new Golden Valley Community Garden at Medley Park. (1 page)
RESOLUTION NO. 22-062

RESOLUTION ACCEPTING THE DONATION FROM HOME DEPOT THROUGH THE GOLDEN VALLEY ONE GOOD DEED ORGANIZATION FOR 40 FIVE-GALLON BUCKETS FOR THE NEW GOLDEN VALLEY COMMUNITY GARDEN AT MEDLEY PARK

WHEREAS, the City Council adopted Resolution No. 04-20 on March 16, 2004, which established a policy for the receipt of gifts; and

WHEREAS, Resolution No. 04-20 states that a gift of real or personal property must be accepted by the City Council by resolution and be approved by a two-thirds majority of the Council. A cash donation must be acknowledged and accepted by motion with a simple majority.

NOW, THEREFORE, BE IT RESOLVED that the City Council accept the following donations on behalf of its citizens:

A donation of 40 five-gallon garden buckets from Home Depot through the Golden Valley One Good Deed organization for the new Golden Valley Community Garden at Medley Park.

Adopted by the City Council of Golden Valley, Minnesota this 5th day of July 2022.

__________________________
Shepard M. Harris, Mayor

ATTEST:

__________________________
Theresa Schyma, City Clerk
EXECUTIVE SUMMARY
Human Resources
763-593-3989 / 763-593-8109 (fax)

Golden Valley City Council Meeting
July 5, 2022

Agenda Item
3. F. Approve Welcoming Workplace Policy Update, Resolution No. 22-063

Prepared By
Kirsten Santelices, Deputy City Manager/Human Resources Director
Kiarra Zackery, Equity and Inclusion Manager

Summary
The Human Resources staff recommends an update to the Respectful Workplace Behavior policy to address specifically workplace behaviors that may create disproportionately adverse work conditions for employees of protected classes (gender, race, religion, sexual orientation, age, etc.. The updated policy provides definitions for inappropriate workplace behavior including subtle or potentially unintentional behaviors directed towards women and/or Black, Indigenous, People of Color called microaggressions. The policy outlines a reporting, learning and disciplinary process for witnesses, victims, perpetrators and their supervisors to address inappropriate workplace behavior.

The previous Offensive Workplace Behavior policy met legal requirements and defined offensive workplace behavior using legal descriptions. The Human Resources staff researched model policies from other organizations to include behaviors that reflect the intentions of the City’s adopted Equity Plan Pillar: create an infrastructure that supports and advances diversity, equity, and inclusion. Human Resources staff developed a Citywide response to recent staff reports, incidents and resignations to address patterns of behavior deemed “toxic” and “unsafe” by employees. Reported incidents, behaviors have racial and gender implications that result in resignation and poor retention of employees of underrepresented backgrounds. Human Resources staff propose this mid-year policy update to provide guidance to staff at all levels in system of accountability and consequently culture of belonging and inclusion to better retain all staff.

In 2021, the City’s hiring demographics for race and gender nearly matched the racial and gender demographics for Hennepin County, according to 2020 Census data (see Appendix A. Current racial and gender demographics of the City staff show disparities in both areas; in order to maintain progress in diversifying the City’s workforce, the Human Resources staff recommends a tiered approach of policy, education/training and infrastructure.
Training with priority departments will begin July 2022. It is the intention of Human Resources staff to return with other updates and initiatives to continue hiring, onboarding and retaining staff from diverse backgrounds. All staff will receive an updated copy of the policy and a virtual independent virtual training module on updated language. Human Resources will provide in-person question and answer sessions for staff beginning July 18, 2022. The expectation for staff is to review the policy, complete the online training module, then come to the session with questions.

Human Resources will integrate the updated policy into orientation for new hires as a part of orientation. Subsequently, the City will provide additional training for staff to refresh and remind staff of expectations.

Financial Or Budget Considerations
N/A

Recommended Action
Motion to approve Resolution No. 22-063 adopting the updated Offensive Workplace Behavior Policy: Welcoming Workplace Policy

Supporting Documents
- Appendix A: Employee Demographic report (1 page)
- Resolution No. 22-063 - Welcoming Workplace Policy (7 pages)
Appendix A

Data sources: U.S. Census 2020 report and Golden Valley Human Resources as reported in Jan. 2022 goal setting session
RESOLUTION ADOPTING WELCOMING WORKPLACE POLICY UPDATE

WHEREAS, the City’s previous Offensive Workplace Behavior policy met legal requirements and defined offensive workplace behavior using legal descriptions; and

WHEREAS, staff recommends an update to the Respectful Workplace Behavior policy to address specific workplace behaviors that may create disproportionately adverse work conditions for employees of protected classes; and

WHEREAS, the updated policy better reflects the intentions of the City’s adopted Equity Plan Pillar – to create an infrastructure that supports and advances diversity, equity, and inclusion.

NOW THEREFORE BE IT RESOLVED, that the City Council for the City of Golden Valley adopts the updated Welcoming Workplace Policy attached hereto as Exhibit A.

Adopted by the City Council of Golden Valley, Minnesota this 5th day of July 2022

_____________________________
Shepard M. Harris, Mayor

ATTEST:

_____________________________
Theresa Schyma, City Clerk
Equal Employment Opportunity (EEO) Policy Statement

The City is committed to providing equal employment opportunity to all persons, in all areas of employment, including but not limited to recruitment, hiring, placement, promotion, demotion or transfer, layoff, recall, termination, rates of pay or other forms of compensation, or selection for training.

All employment policies and practices will be nondiscriminatory in compliance with federal, state, and local laws. The City will not discriminate against any employee or job applicant on the basis of race, color, creed, religion, national origin, ancestry, gender, sexual orientation, gender identity or expression, marital status, disability, age, genetic information, familial status, veteran status, status with regard to public assistance, of any other protected class (“Protected Classes”).

Accommodations For Disabilities

The City will make reasonable accommodation for a qualified individual with a disability who requires such accommodation to perform the essential functions of his or her job.

Employees who believe they are qualified individuals with a disability and need accommodations should contact Human Resources. The City will then engage in an interactive process to better understand each employee’s needs in the context of the position and to determine what reasonable accommodations, including alternative duties, that may be made to address the disability.

As part of that interactive process, the City may ask for information from a medical provider about the nature of the disability and the accommodations necessary to allow employees to perform the essential functions of their positions. Employees who do not meet the qualifications under the Americans with Disabilities Act may be eligible for alternative duties under the Alternative Duty Policy.

Accommodations For Pregnancy And Nursing Mothers

For employees with health conditions relating to pregnancy or childbirth, the City will provide reasonable workplace accommodations, such as but not limited to:

• more frequent unpaid restroom, food, and water breaks
• seating
• limits on lifting more than 20 lbs
Temporary transfer to a less strenuous or hazardous position, if one is available

Additionally, for one year after the birth of the child, the City will provide nursing mothers with reasonable paid break time and a suitable room to express milk for nursing the child. Contact Human Resources for more information.

Accommodations for Religious Practice

The City values the diversity of its employees and recognizes that employees may need accommodation to observe the practices of their religious tradition. Employees who require accommodation of their schedule or other aspects of their job for religious reasons should talk to Human Resources. The City will work with employees to determine reasonable ways to accommodate those practices.

Respectful Workplace Policy

The City is committed to maintaining a working environment that is free of offensive behavior and unlawful discrimination. The City embraces diversity and recognizes the rights of individuals to live their lives with dignity, free of discrimination, fear, violence, and hate. This policy is intended to inform all employees, volunteers, members of boards and commissions, and elected officials of their rights and obligations related to offensive behaviors, including harassment, discrimination, and retaliation.

All complaints of offensive behaviors will be taken seriously and followed through to resolution, and employees who file complaints will not be victimized for “whistle-blowing” or reporting others for inappropriate behavior.

Scope

This respectful workplace policy applies to all employees, volunteers, and elected and appointed officials of the City. Protection from offensive Behavior extends to management, employees, subordinates, clients, and customers, and it expands beyond the place of work to off-site, work-related social events. It is the responsibility of all employees and managers of the City to provide a healthy workplace environment to peers and co-workers, where all communication and interactions are marked by dignity and respect.

Offensive Behavior Prohibited

Offensive Behavior has damaging consequences for the recipients of the behavior as well as observers and the organization as a whole. Discrimination and harassment on the basis of an individual’s membership in a Protected Class or otherwise is prohibited and will not be tolerated. Employees and elected and appointed officials of the City are prohibited from engaging in any Offensive Behavior. Any employee or official who engages in Offensive Behavior is subject to consequences, up to and including termination.

Expectations

The City respects and values the diverse identities and life experiences each employee holds and will ensure well-being of employees and the stakeholders the City interacts with through its employees and officials. As such, employees are expected to:
• Treat employees, volunteers, and stakeholders with respect and ensure all voices are being heard
• Challenge internal assumptions and investigate internal bias that could interfere with inclusive and equitable engagement and behavior; and
• Speak up when inequity in City policies, systems, programs, or services occur

Acceptable and Healthy Workplace Behaviors Defined
Acceptable and healthy workplace behaviors are any behaviors that promote respect, positivity and civility in our workplace in alignment with the City Council’s values (communication, innovation, inclusion, community, integrity, respect, courage, accountability) and Valley Values (positive attitude, open communication, teamwork, know-how, work/life balance. They include, but are not limited to:
• Using respectful, supportive, and encouraging language in all interactions, no matter the subject of conversation;
• Questioning a peer’s position on an issue politely rather than asserting your position is the right one;
• Listening to your peer’s position with an open mind; Approaching conflict with maturity and true desire for resolution, rather than as a fight or opportunity to belittle a co-worker
• Giving peers direct, non-personal feedback as opposed to criticism
• Respecting each other as adults and trusting each other’s decision-making abilities, expressing appreciation when a peer does something correctly and in a timely manner

Offensive Behavior Defined
Offensive Behavior means behavior that causes or is likely to cause harassment, alarm, or distress to one or more other persons. Offensive Behavior includes but is not limited to violence, intimidation, objectionable or threatening conduct, statements, epithets, slurs, graffiti, jokes, pranks, innuendos, anonymous notes, or any other conduct that is critical, hostile, offensive, or in any way otherwise objectionable. Offensive behavior also includes illegal, immoral or unethical conduct, and negative or aggressive acts aimed at one or more individual and causing them to feel hurt, embarrassed, incompetent, disrespected, anxious, or depressed whether or not the behavior is because of an individual’s membership in a protected class. Examples of Offensive Behavior include, but are not limited to:
• Use of threatening or abusive language or profanity
• Conduct or language that is intended to be, or is perceived by others to be, demeaning, berating, rude, threatening, intimidating, hostile or offensive;
• Engaging in bullying, collusion or hazing;
• Microaggressions;
• Making threats of violence, retribution, litigation, or financial harm;
• Shouting or engaging in other speech, conduct or mannerisms that are reasonably perceived by others to be intimidating or harassing;
• Using racial or ethnic slurs;
• Demonstrating racial, gender, sexual orientation, or cultural bias;
• Making or telling denigrating jokes that are intended to be, or that are perceived by others to be, crude or offensive; teasing, name calling, ridicule or making someone the brunt of pranks or practical jokes;
• Using epithets, slurs or negative stereotyping;
• Distributing or displaying electronic or written materials or messages that are abusive, profane, threatening, or defamatory (“Offensive Material”)
• Placing Offensive Material on walls or elsewhere on City premises, or circulating Offensive Material in the workplace;
• Using sarcasm or cynicism directed as a personal attack on others;
• Making unwanted or threatened inappropriate physical contact;
• Throwing tools, office equipment, or objects as an expression of anger, criticism, or threat, or in an otherwise disrespectful or abusive manner;
• Making comments or engaging in behavior that is untruthful or directed as a personal attack on the professional conduct of others;
• Retaliation;
• Filing a false or malicious claim against another individual;
• Engaging in any pattern of disruptive behavior or interaction that could interfere with the workplace or adversely impact the quality of services, programs, or the psychological health of another;
• Conditioning employment terms on submission to harassing conduct, sexual advances, requests for sexual favors, etc.;
• Harassment in any form;
• Discriminatory behavior, which includes inappropriate remarks about or conduct related to an employee’s race, color, creed, religion, national origin, disability, sex, marital status, age, sexual orientation, gender identity, status with regard to public assistance, Veteran’s status or any other reason protected by local, state, or federal law, ordinance or regulation;
• Sexual harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature were:
  o submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual’s employment or as a basis for employment decisions
  o such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive work environment

While it is not possible to list all circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment:
  o unwanted sexual advances, whether they involve physical touching or not
  o sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one’s sex life, comments about an individual’s body, or comments about an individual’s sexual activity
  o displaying sexually suggestive objects or images
  o unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments
  o inquiries into one’s sexual experiences
  o discussion of one’s sexual activities

Management Responsibility

Management and others in positions of authority and workplace representatives have a particular responsibility to ensure that healthy and appropriate behaviors are being exhibited at all times and that complaints to the contrary are addressed speedily. Management will:
• Provide good examples by treating all with courtesy and respect
• Promote awareness of this policy and how to follow the policy
• Be vigilant for signs of inappropriate behaviors at work through observation and information seeking, and take action to resolve the behavior before it escalates
• Deal sensitively with employees involved in a complaint, whether as complainant or alleged aggressor
• Explain the procedures to be followed if a complaint of inappropriate behavior at work is made
• Ensure that an employee making a complaint is not victimized for doing so, and seek resolution of such behavior if it occurs
• Monitor and follow up on the situation after a complaint is made so as to prevent recurrence of the behavior.
• Inform Human Resources pursuant to the investigation process in this policy

Employee Responsibility

Employees can contribute to achieving a work environment which does not tolerate aggressive behavior at work. Employees should report what they see in the workplace as it relates to behaviors defined as unacceptable; employees are in a far better position than management to know what is happening with peers and co-workers. Employees should also co-operate with preventative measures introduced by management and recognize that a finding of unacceptable behaviors at work will be dealt with through appropriate disciplinary procedures. An employee making a false or malicious complaint not in good faith may also be subject to disciplinary action.

Training Programs

As part of its commitment to encouraging positive and healthy behaviors, the City offers training opportunities for all employees. Training includes but is not limited to factors that contribute to a welcoming environment, microaggressive and offensive behavior, responsibilities under this policy.

Reporting Violations Of This Policy

Employees who have observed or believe others are being subjected to any form of Offensive Behavior, discrimination, retaliation, or any other violation of this policy by another employee of the City or by a non-employee, should immediately report such conduct to Human Resources or their immediate supervisor. The employee should submit this report in writing with sufficient detail for Human Resources to determine whether a policy was violated. Any supervisor who experiences, witnesses, or receives a written or oral complaint of retaliation violation of this policy must immediately report it to Human Resources.

Reports of violations of this policy will be promptly and carefully investigated. The Human Resources Director may involve the City’s legal counsel in the investigation. If the City determines that an individual violated this policy, the City may take disciplinary action, up to and including termination of employment, against the offending individual.

The City will treat complaints of violations of this policy and the results of any investigation as confidential to the extent possible within the context of the investigation and Minnesota law. Complete confidentiality cannot be guaranteed, as revelation of some reported information might be necessary for a complete investigation.
Although the City cannot control the actions of non-employees, employees are strongly encouraged to report any behavior by such individuals that violates this policy. The City will make every effort to investigate such complaints and will attempt to put an end to any conduct concluded to violate this policy.

_Elected Officials_: If a Council member is the alleged harasser, the report will be made to the City Manager and referred to an outside attorney who will undertake the necessary investigation.

The outside attorney will report findings to the City Council, which will take the action it deems appropriate. Pending completion of the investigation, the City Manager may take appropriate action to protect the alleged victim, other employees, or citizens.

If an elected or appointed city official (e.g., Council member or commission member) is the victim of disrespectful workplace behavior, the City Manager will be consulted as to the appropriate course of action.

_Disclaimer_: The City is not voluntarily engaging in a dispute resolution process, as that term defined in state statute, by adopting and enforcing this workplace policy. The filing of a complaint under this policy and any subsequent investigation by the City does not suspend the one-year statute of limitations period under the Minnesota Human Rights Act for bringing a civil action or for filing a charge with the Minnesota Department of Human Rights.

**No Retaliation**

The City will not retaliate against any employee for making a good-faith complaint of harassment or discrimination under this policy or participating in an investigation of a complaint made under this policy. Employees who feel they have been retaliated against for reporting a violation of this policy in good faith, or for participating in an investigation of conduct under this policy, should immediately report their concern to Human Resources or their supervisor.
RESOLUTION NO. 22-063

RESOLUTION ADOPTING WELCOMING WORKPLACE POLICY UPDATE

WHEREAS, the City’s previous Offensive Workplace Behavior policy met legal requirements and defined offensive workplace behavior using legal descriptions; and

WHEREAS, staff recommends an update to the Respectful Workplace Behavior policy to address specific workplace behaviors that may create disproportionately adverse work conditions for employees of protected classes; and

WHEREAS, the updated policy better reflects the intentions of the City’s adopted Equity Plan Pillar – to create an infrastructure that supports and advances diversity, equity, and inclusion.

NOW THEREFORE BE IT RESOLVED, that the City Council for the City of Golden Valley adopts the updated Welcoming Workplace Policy attached hereto as Exhibit A.

Adopted by the City Council of Golden Valley, Minnesota this 5th day of July 2022

_____________________________
Shepard M. Harris, Mayor

ATTEST:

_____________________________
Theresa Schyma, City Clerk
### Review of Council Calendar

<table>
<thead>
<tr>
<th>Event</th>
<th>Event Time</th>
<th>Location</th>
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</thead>
<tbody>
<tr>
<td><strong>JULY</strong></td>
<td></td>
<td></td>
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<tr>
<td><strong>Sunday, July 10</strong></td>
<td></td>
<td></td>
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<tr>
<td>Market in the Valley</td>
<td>9:00 AM - 1:00 PM</td>
<td>City Hall Campus</td>
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<tr>
<td><strong>Monday, July 11</strong></td>
<td></td>
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<tr>
<td>Ice Cream Social</td>
<td>7:00 PM - 8:00 PM</td>
<td>Brookview Park</td>
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<tr>
<td><strong>Tuesday, July 12</strong></td>
<td></td>
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<tr>
<td>Special Council Training Session</td>
<td>4:30 PM - 6:30 PM</td>
<td>Council Conference Room</td>
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<tr>
<td>Council Work Session</td>
<td>6:30 PM</td>
<td>Hybrid - Council Conference Room</td>
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<tr>
<td><strong>Sunday, July 17</strong></td>
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<tr>
<td>Market in the Valley</td>
<td>9:00 AM - 1:00 PM</td>
<td>City Hall Campus</td>
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<tr>
<td><strong>Tuesday, July 19</strong></td>
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<tr>
<td>City Council Meeting</td>
<td>6:30 PM</td>
<td>Hybrid - Council Chambers</td>
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<tr>
<td><strong>Sunday, July 24</strong></td>
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<tr>
<td>Market in the Valley</td>
<td>9:00 AM - 1:00 PM</td>
<td>City Hall Campus</td>
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<tr>
<td><strong>Sunday, July 31</strong></td>
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<tr>
<td>Market in the Valley</td>
<td>9:00 AM - 1:00 PM</td>
<td>City Hall Campus</td>
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<tr>
<td><strong>AUGUST</strong></td>
<td></td>
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<tr>
<td><strong>Tuesday, August 2</strong></td>
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<tr>
<td>National Night Out</td>
<td>6:00 PM - 9:00 PM</td>
<td>Various Locations/In-Person</td>
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<tr>
<td><strong>Wednesday, August 3</strong></td>
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<tr>
<td>City Council Meeting</td>
<td>6:30 PM</td>
<td>Hybrid - Council Chambers</td>
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<tr>
<td><strong>Saturday, August 6</strong></td>
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<tr>
<td>City Hall Open for Absentee Voting</td>
<td>10:00 AM - 3:00 PM</td>
<td>City Hall</td>
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<tr>
<td><strong>Sunday, August 7</strong></td>
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<tr>
<td>Market in the Valley</td>
<td>9:00 AM - 1:00 PM</td>
<td>City Hall Campus</td>
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<tr>
<td><strong>Tuesday, August 9</strong></td>
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<tr>
<td>Primary Election Day</td>
<td>7:00 AM - 8:00 PM</td>
<td>City Precincts/Polls</td>
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<tr>
<td><strong>Wednesday, August 10</strong></td>
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<td></td>
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<tr>
<td>HRA Work Session</td>
<td>6:30 PM</td>
<td>Hybrid - Council Chambers</td>
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<tr>
<td>Council Work Session</td>
<td>6:30 PM</td>
<td>Hybrid - Council Chambers</td>
</tr>
<tr>
<td><strong>Saturday, August 13</strong></td>
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<tr>
<td>Ribbon Cutting Ceremony - Tool Share Shed at Medley Park</td>
<td>10:00 AM - 2:00 PM</td>
<td>Medley Park</td>
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<tr>
<td><strong>Sunday, August 14</strong></td>
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<tr>
<td>Market in the Valley</td>
<td>9:00 AM - 1:00 PM</td>
<td>City Hall Campus</td>
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<tr>
<td><strong>Tuesday, August 16</strong></td>
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<tr>
<td>Special City Council Meeting (Closed Session)</td>
<td>5:30 PM</td>
<td>Manager's Conference Room</td>
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<tr>
<td>Special HRA Meeting</td>
<td>6:30 PM</td>
<td>Hybrid - Council Chambers</td>
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<tr>
<td>City Council Meeting</td>
<td>6:30 PM</td>
<td>Hybrid - Council Chambers</td>
</tr>
<tr>
<td><strong>Thursday, August 18</strong></td>
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<tr>
<td>Building An Equitable Golden Valley Quarterly Conversation: Affordable Housing</td>
<td>6:00 PM - 7:15 PM</td>
<td>Virtual Event</td>
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<tr>
<td><strong>Sunday, August 21</strong></td>
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<tr>
<td>Market in the Valley</td>
<td>9:00 AM - 1:00 PM</td>
<td>City Hall Campus</td>
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<tr>
<td><strong>Thursday, August 25</strong></td>
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<tr>
<td>Golden Valley Business Council Meeting</td>
<td>8:30 AM - 9:30 AM</td>
<td>Hybrid - Brookview - Valley View Room</td>
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<tr>
<td><strong>Sunday, August 28</strong></td>
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<tr>
<td>Market in the Valley</td>
<td>9:00 AM - 1:00 PM</td>
<td>City Hall Campus</td>
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