WORK SESSION AGENDA

City Council Work Sessions are being conducted in a hybrid format with in-person and remote options for attending.

Remote Attendance: Members of the public may attend this meeting by streaming via Webex (Click here) or by calling 1-415-655-0001 and entering access code 2463 605 2122. Additional information about attending electronic meetings is available on the City website.

1. All Inclusive Playground Project

2. Contracts for Institution Community Work Crew Programs

3. Fence Consortium

4. Review and Continued Discussion of Proposed Budgets and Capital Improvement Program
   a. 2023-2024 Proposed Other Funds & 2023-2032 Capital Improvement Program
   b. 2023-2024 Proposed General Fund Budget
   c. 2023-2024 Proposed Housing and Redevelopment Budget
   d. 2023-2024 Proposed General Fund & HRA Preliminary Levy


Council Work Session meetings have an informal, discussion-style format and are designed for the Council to obtain background information, consider policy alternatives, and provide general directions to staff. No formal actions are taken at these meetings. The public is invited to attend Council Work Session meetings and listen to the discussion; public participation is allowed by invitation of the City Council.
Golden Valley Council Work Session
September 13, 2022

Agenda Item
1. All-inclusive play structure at Brookview Park.

Prepared By
Rick Birno, Parks & Recreation Director
Tim Cruikshank, City Manager

Summary
Resident David Berry will be attending the meeting to discuss opportunities to generate funding for an all-inclusive play area at Brookview Park. Staff has been working to develop a generic design and an estimated budget to provide the City Council with an initial concept for the amenity and potential costs for the project. Arc of Minnesota has reached out and is very interested with partnering with the City of Golden Valley to support this project through the state legislative process.

There are a number of challenges to be considered:
- Brookview Park is a floodplain and therefore the addition of new playground space and an ADA access trail from the parking lot will require significant flood mitigation management.
- This new play area will become a destination amenity and therefore create additional parking pressure at the Brookview.
- Transition improvements will need to be designed and added to some of the current structures.
- 100% of the funding required will need to be secured.

Financial Or Budget Considerations
Estimated project budget attached

Supporting Documents
- Generic Design for an All-Inclusive Play Structure at Brookview Park (1 page)
- Estimated Project Budget (1 page)
BROOKVIEW PARK
ALL-INCLUSIVE PLAY STRUCTURE

ESTIMATED PROJECT BUDGET

- Permits, Engineering & Environmental $280,000
- Demo and removal of current equipment to be removed/sidewalk $0 (In-House)
- Excavation & disposal of debris impacted soils $270,000
- Clean fill for excavation and poor soil floodplain areas $260,000
- Drain tile, stabilization fabric, irrigation, electrical, etc. $100,000
- Accessible trail from west parking area $40,000
- Play area design fees $22,500
- Remove, replace damaged parts, and reinstall % of current play structure $75,000
- New transition parts/installation for play amenities from current structure $50,000
- Replace current play area sidewalk for ADA compliance $50,000
- Final play area base preparation and structure footings $50,000
- Rubberized base material and installation $250,000
- All-Inclusive new play structure amenities + delivery $500,000
- Installation of new play structure $100,000

Estimated Total: $2,047,500
Agenda Item
2. Institution Community Work Crew Program

Prepared By
Tim Kieffer, Public Works Director
Rick Birno, Park and Recreation Director

Summary
Staff proposed to use the Institution Community Work Crew (ICWC) program through the State of Minnesota to construct an outdoor hockey rink at Medley Park. At the September 6, 2022 Council Meeting, Council voted to table the item for further discussion.

The ICWC program is a voluntary program, where participants apply and are interviewed. Participants are compensated between $1.00 and $1.50 per hour. The only deduction that may come out of the compensation is if fines are accessed by the court. If so, they pay half of their wage until the fines are paid in full. The workers learn job and life skills as part of the program.

Scott Miller from the Minnesota Department of Corrections will attend the meeting to describe the program and answer any questions.

Financial Or Budget Considerations
The cost for the program is $85.00 per hour.

Supporting Documents
• Contract with the State of Minnesota Institution Community Work Crew Program (3 pages)
This contract is between the State of Minnesota, acting through its Commissioner of Corrections, Institution Community Work Crew Program, 1450 Energy Park Drive, St. Paul, Minnesota 55108, (“State”), and the City of Golden Valley, 7800 Golden Valley Road, Golden Valley, Minnesota 55427 (“Purchaser”). State and Purchaser may be referred to jointly as “Parties.”

Recitals

1. Under Minn. Stat. §241.278 the State is empowered to enter into income contracts.
2. The Purchaser is in need of an Institution Community Work Crew (ICWC).
3. The State represents that it is duly qualified and agrees to provide the services described in this contract.

Accordingly, the Parties agree as follows:

Contract

1. Term of Contract
   1.1 **Effective date:** July 15, 2022, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
   1.2 **Expiration date:** July 14, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. State’s Duties
   The State will:
   2.1 Provide crew leader(s) who will supervise up to ten (10) offender crewmembers per ten (10) hour days of work on dates mutually agreed between parties, including the hour’s crew leaders spend for daily preparation and communication.
   2.2 In coordination with the Purchaser, train each work crew in safety principles and techniques set forth by the Purchaser and applicable federal, state and local agency requirements. Purchaser agrees that the State has the responsibility and authority to refuse selected projects if it considers the projects beyond the skill level of the crewmembers and/or unsafe to perform.
   2.3 Provide required personal safety equipment and clothing needed for specific work.
   2.4 Screen projects to ensure that appropriate staff are assigned.

3. Purchaser’s Duties
   The Purchaser will:
   3.1 Obtain all necessary permits or licenses or special authority for all projects that utilize ICWC labor.
   3.2 Assign all work and coordinate material purchases and delivery through the ICWC crew leader for projects to be performed by the State.
   3.3 Hire any subcontractors utilized in the project.
   3.4 Provide utilities at the work site and set up accounts for the purchase of materials and rental of specialized tools or equipment needed for the work.
   3.5 Meet with the State as necessary to provide project information needed by the State in the performance of its’ duties.
4. Payment
The Purchaser will pay the State for all services performed by the State under this contract as follows:

4.1 The Purchaser agrees to pay Eighty-Five dollars and 00/100 ($85.00) for each overtime hour worked by the ICWC crew, as its share of the cost of providing a crew leader and placing the work crew into service on the ICWC program during the term of this agreement. Payment will be made no later than the 23rd day following the last day of the billing period.

5. Authorized Representative
The State’s Authorized Representative is Scott Miller, ICWC Supervisor or his successor, 1450 Energy Park Drive, St. Paul, Minnesota 55108

The Purchaser’s Authorized Representative is Al Lundstrom, Park Maintenance Superintendent, or his successor. City of Golden Valley, 7800 Golden Valley Road, Golden Valley, Minnesota 55427. If the Purchaser’s Authorized Representative changes at any time during this Contract, the Purchaser must immediately notify the State.


6.1 Assignment. The Purchaser may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

6.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

6.3 Waiver. If the State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.

6.4 Contract Complete. This Contract contains all negotiations and agreements between the State and the Purchaser. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

7. Liability
Each party will be responsible for its own acts and behavior and the results thereof.

The Purchaser and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Purchaser under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Purchaser or the State.

If the Purchaser receives a request to release the data referred to in this clause, the Purchaser must immediately notify and consult with the State’s Authorized Representative as to how the Purchaser should respond to the request. The Purchaser’s response to the request shall comply with applicable law.

9. Publicity and Endorsement.

9.1 Publicity. Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State’s Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Purchaser individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

9.2 Endorsement. The Purchaser must not claim that the State endorses its products or services.
10. **State Audits.**
Under Minn. Stat. § 16C.05, subd. 5, the Purchaser’s books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Contract.

11. **Governing Law, Jurisdiction, and Venue.**
Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12. **Termination.**
Either party may cancel this Contract at any time, with or without cause, upon 30 days’ written notice to the other party.

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1. **Purchaser**
   - Print Name: Shep Harris
   - Signature: NOT APPLICABLE
   - Title: Mayor
   - Date: 

2. **Purchaser**
   - Print Name: Tim Cruikshank
   - Signature: NOT APPLICABLE
   - Title: City Manager
   - Date: 

3. **State Agency**
   - Print Name: 
   - Signature: 
   - Title: Mayor
   - Date: 

4. **Commissioner of Administration**
   - Print Name: 
   - Signature: 
   - Title: City Manager
   - Date: 
   - Admin ID: 

Rev. 12/2020
Page 3 of 3
Agenda Item
3. Fence Consortium Joint Powers Agreement

Prepared By
John Crelly, Fire Chief
Virgil Green, Police Chief
Tim Kieffer, Public Works Director

Summary
A Fence Consortium was recently established to provide anti-scale fencing around city facilities. The goal is to de-escalate the potential tensions and try to reduce the non-tangibles associated with critical incidents.

Anti-scale fencing was one of the tools used during previous critical incidents. The fencing provided a gap between protesters and city facilities allowing police to observe from a greater distance. One of the problems identified during post-incident assessments was the delay in deploying the fencing.

The fencing would be leased and stored in the seven-county metropolitan area so it can be deployed within hours, not days, after the decision has been made to mobilize. Cities that join the consortium will use Public Works staff to erect the fencing.

Financial Or Budget Considerations
The annual cost to be a member of the Fence Consortium is approximately $12,500, depending on the number of agencies join. The price will decrease or increase as the number of agencies change. There is an additional pre-determined cost if the fencing is deployed.

Supporting Documents
- Fence Consortium Joint Powers Agreement PowerPoint (31 pages)
- Fence Consortium Quick Facts (3 pages)
- Fence Consortium Talking Points (1 page)
Fencing Consortium JPA
How it started

- Fall 2020 Hennepin Chiefs of Police internal discussions
- Spring 2021 formal working group started
  - Quickly grew beyond just Hennepin to Metro Region
- As quickly as possible (hours, not days) get anti-scale fencing up around the police department after a no-notice, critical incident
- Current constraining factors
  - Fencing product availability
  - Timely response capability
  - Transportation of fencing to site
  - Staffing/equipment for setup
Fence Working Group Timeline

- **2021 June/July** – Fencing experts
  - Metropolitan Airports Commission
  - US Secret Service
- **2021 August/September** – Met with vendors
  - ARX Perimeters (ARX), Premiere Global Productions (PGP), Long Fence, Hercules
- **2021 October**
  - Decision on vendors, preparation work to get cost info
  - Start logistics conversations
- **2021 November/December**
  - Start legal consortium (JPA) framework
  - Continued logistics/cost info work
- **2021 January/February**
  - Continued JPA development
  - Continued logistics/map development
- **2021 March/April**
  - JPA finalized
  - Pursued State funding
- **2022 September** – Consortium formally starts
Demo Fence Panels
Anti-scale fence basics

8’ tall, 4’ wide panels that are locked together

Gaps between fence sheet metal too small for fingers to get through (hence harder to climb)

Base that extends on both sides of the fence to provide stability. If people are standing on the platform, their weight helps hold the fence in place

Metal frame on all sides of fence sheet, providing uniform mesh strength (fence is basically a see-through wall)

Concrete barriers not essential for setup (thus quicker and more flexible over different surfaces)

No bolts or other exposed hardware

Heavy equipment only needed for loading/unloading from semi. Setup is all manual labor
Why anti-scale fencing?

- Provide physical separation between law enforcement and protestors
  - Promotes improved mental health environment for all (reduce PTSD)
  - Pre-plan and standardize perimeter layout
Why anti-scale fencing?

- Reduce the need for crowd control measures to be used for violent or destructive actors
  - Improved safety for all
  - Minimize potential impact on adjacent properties
  - Crowd control measures are seen as escalating
  - Another tool for facilitating peaceful protests
Why anti-scale fencing?

- Create a space for protesting
  - Not seen as officers vs. protestors, but protestors just protesting (including optics)
  - Supports efforts to coordinate/communicate with specific protest groups and organizers ahead of time
  - Improved distinction between legal protestors and violent or destructive actors
  - Officers in riot gear are more likely to be able to remain out of sight of legal protestors
Why anti-scale fencing?

- Reduce resource demands committed to one location
  - Local law enforcement agencies are too small to handle large-scale civil disturbance
  - Potentially need fewer officers for security at the site
  - Free up more resources to continue to respond to calls for service in impacted community
  - Takes into consideration that protests may be a protracted event
Why a Consortium?

- Cost
- Staffing resources through mutual aid
- Provide experienced leadership for fence deployment operations
  - Unified command structure across professions and agencies
Consortium fencing package

- Only ARX and PGP considered moving forward
- Consortium only providing outer layer of fencing
- 8’ tall, 4’ wide anti-scale fence
- 16’ vehicle gates (two 8’ wide panels with casters in middle)
  - Each member would be allotted up to 4 vehicle gates as part of the standard package
- 4’ pedestrian doors (built into fence)
  - Each member would be allotted up to 5 doors as part of the standard package
Logistics

- **Vendor**
  - Would own and store enough fencing in 7 County metro area to cover largest consortium PD
  - Would be responsible for transporting the fence from the storage area to the site (and back)

- **Consortium**
  - PW staffing for unloading and setting up fence
  - PD mutual aid/field force could be used to secure area during setup
  - The Fence Deployment team would train 3 times a year (1 day each) so they are experienced at setup
Staffing

- Each member city would have some of their PW staff assigned to the fence deployment team (1-3 people)
  - Statewide PW Mutual Aid Pact
  - Team total strength around 90 people
  - Each member city would cover their own PW staff time
  - For training (3 days per year)
  - For deployments (would likely be OT)
  - Just like PD or FD mutual aid

- PD and FD staffing would be based on need and conditions using existing agreements
Cost development

- All these factors impact cost
  - Fencing storage location(s)
  - Fencing transportation
  - Fence response time
  - Amount of fencing, gates, and doors
- Working group prioritized these factors
  - Balance needs with associated costs
- As the Consortium grows, the opportunity is there to increase the fence amount, speed up the response time, or other facts with impact of the associated cost being spread out more among more agencies.
Cost splitting

- Each consortium member provides a map with their needs
  - 8’ high fence length
  - Location of vehicle gates
  - Location of pedestrian doors
- The length to cover largest PD is determined
- Each City pays their percentage of the actual cost based on their percentage of the total fence length
Numbers (as of 8/18/22)

- 20 agencies have joined the Consortium
  - 55 agencies have made maps
- 98,246 feet in total need
- Largest PD = 4,170 feet
  - Based on maps, not who has officially joined, so it may change

Contract amounts
- 4,500 feet of fencing (again, may change based on who joins)
- 10 pedestrian doors
- 8 vehicle gates

Breakdown
- All agencies that provided maps are between 0.47% to 4.04% of total fence length, which means this is also the percent they pay if everyone were to join the Consortium
- Median is 1.65%
Fence availability concern

- Fence is ONLY for no-notice, critical incidents
  - Not for planned protests, protecting courthouses for trials, festivals, etc.
  - The Fence Consortium Board will be establishing parameters for what a “critical incident” is
    - With input from members
    - Anticipated to be a tight scope
    - Everyone is concerned about when they need the fence, it not being available
- Because the Consortium has enough fencing for the largest PD, there is built-in capacity (current plan is for 4,500 feet)
  - The majority (36 of 55) of PD’s are 2,000 feet or less
Cost if fence is deployed

- Due to the concerns about the on-going cost agencies would pay and potential they would never need to use the fencing, every effort was made to make the on-going cost as low as possible.
- To do this, costs associated with deployments will be paid by the receiving agency.
  - Truly makes the annual cost an “availability cost”
- Still would be no cost to receiving agency for labor setting up the fence.
  - Built into the Consortium structure
  - Saves thousands of dollars
Receiving agency would pay

- Monthly cost for deployed fence, gates, doors
  - Lower than monthly rate if directly contracted with vendor
  - In addition to annual Consortium cost
  - Fixed amount established in vendor contract
- Vendor loading cost (at storage facility)
  - For deployment
- Vendor unloading cost (at storage facility)
  - For recovery/demobilization
- Freight for deployment
  - 900 to 1,000 feet of fence per semi truck
- Freight for recovery/demobilization
What’s the incentive to join?

- Fencing availability
  - Lower freight cost than from Chicago
- One call for response
  - No quick response vendor charge
- Trained team to manage and deploy fencing
  - Established relationships
  - Established response procedure
  - No labor cost
- External resources brought in to setup fence
  - Keeps agency resources available to respond to other needs
Why can’t Consortium just buy fence?

- Storage should be inside
  - Access in the winter
  - Protecting fence
  - Vegetation cannot grow through it
  - Animals cannot build in it

- Transportation challenges
  - Semi-trucks hold 900 to 1,000 feet of fencing
  - Need to have trailers DOT certified annually
  - Smaller trailers would take many more trips and require more resources

- Storage location concerns
  - Who stores it? Insurance? Space rental costs?
  - 24/7/365 commitment to provide access
State Funding ask

- State funding for the purchase of anti-scale fencing for the Fencing Consortium will significantly reduce the ongoing cost each Consortium member will pay for the availability, storage, maintenance, and transportation of the fence.
- This reduction in cost will improve equitable access to this de-escalation and safety tool for communities across not only the Seven County Metro area, but also the state as a whole.

- $5 million is the ask
  - Did not pass in 2022, will try again in 2023
A bill for an act
relating to capital investment; appropriating money for anti-scale fencing, pedestrian
doors, and vehicle gates.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. **APPROPRIATION; FENCING CONSORTIUM.**

$5,000,000 in fiscal year 2023 is appropriated from the general fund to the commissioner
of public safety for a grant to the Fencing Consortium for acquisition of anti-scale fencing,
pedestrian doors, and vehicle gates for local government facilities statewide to improve
equitable access to a de-escalation and safety tool. This appropriation is available until the
project is completed or abandoned, subject to Minnesota Statutes, section 16A.642. This is
a onetime appropriation.

**EFFECTIVE DATE.** This section is effective the day following final enactment.
If Consortium gets State Funding

- The line item costs for the fencing availability (lease) would go away once the fence was purchased.
- This would result in a savings of over 50% of the annual cost.
- There would still be a yearly cost:
  - Storing, maintaining, transporting the fencing.
  - Insurance, financial/audits, other misc. costs.
- Target would be to purchase 10,000 feet of fencing:
  - Would be able to accommodate additional members (since cost would go down significantly).
  - Provides extra capacity for simultaneous deployments.
Board Membership

- Five people
  - 2 Police
  - 1 Fire
  - 1 Public works
  - 1 Emergency management

- Two year terms
  - 3 in one year
  - 2 in second year

- Elections will take place every year
- There are no term limits
  - Hopefully get some long term consistency
Initial Board

- Ryan Murphy (SPPD)
- Ryan Seibert (Chaska PD)
- Ward Parker (Eden Prairie FD)
- Dan Ruiz (Brooklyn Park PW)
- Doug Berglund (Washington County EM)

Term
- Three positions July 1, 2022 through December 31, 2022
  - Have elections this fall (1 LE)
- Two positions July 1, 2022 through December 31, 2023
  - Have elections in 2023 (1 LE)
Communities without their own PD’s

- If they are a Joint Powers LE agency
  - The community where the PD is physically located in needs to be part of the PW Mutual Aid Pact
    - If they do not have PW Staff, then the County needs to be a part of the PW Pact
    - If they have a sub-station this same approach applies for the sub-station
- If they contract with the County for LE and have their own PW staff
  - The community needs to be part of the PW Pact
- If the County provides LE services and they do not have PW staff
  - The County needs to be part of the PW Pact
Why does Original Member matter?

- September 2, 2022 is deadline to be Original Member
- If agency is not an Original Member
  - The Board votes to accept EVERY new member
  - Additional Members are required to pay a Surcharge to the Fencing Consortium in the amount determined by the Board, and to comply with such additional requirements as may reasonably be imposed by the Board.

- This is a “check” against an agency waiting until they have a Critical Incident and then wanting to join
  - Basically: pay to play
To join

1. Develop an approved fence layout pre-plan
2. Be a member of the Statewide Public Works Mutual Aid Pact
3. Have governing body adopt a resolution joining the Fencing Consortium
Requested Council action

- Council is being asked to:
  - Motion approving the resolution adopting the Fencing Consortium Joint Powers Agreement

- Questions?
Fence Consortium Quick Facts

Issue Summary
Recent civil unrest incidents in Minnesota and other states have shown that the rapid deployment of anti-scale fencing is a crucial tool in de-escalating tensions during critical issues. Anti-scale fencing allows for the creation of safe spaces which will ensure protection of the first amendment right to protest while also protecting government infrastructure, first responders, and members of the public.

However, there is not currently an adequate supply of anti-scale fencing in the state of Minnesota.

Background
In the spring of 2021, a significant number of public agency professionals (with police, fire, public works, and emergency management backgrounds) joined together to form a Fence Working Group to explore the identified challenges and develop a collective path forward.

The Fence Working Group’s efforts have led to the formation of a Fence Consortium. The Fence Consortium is made up of local government agencies (members) that jointly contract with a fencing vendor for the availability, storage, maintenance, and transportation of anti-scale fencing (including vehicle gates and pedestrian doors). The Consortium will have, at a minimum, enough fencing for the largest police department building in the Consortium. However, the Consortium has the flexibility to increase the amount of fencing, gates, and doors as additional local governments join the Consortium.

Cost Request
The Fence Consortium is requesting $5 million dollars from the State of Minnesota for the purchase of anti-scale fencing and associated vehicle gates and pedestrian doors. The Consortium has a structure in place for the on-going storage, maintenance, and transportation of the anti-scale fencing so that the State’s investment will be fully realized for local governments that choose to be a part of the Consortium. While the Fence Consortium as currently organized will allow some communities to have access to this de-escalation and safety resource, access would be inequitable due to the on-going significant cost of anti-scale fencing. Simply put, some communities cannot afford to join the Consortium if they must fund the initial investment in obtaining the equipment. State investment in this resource will significantly reduce the cost barrier for local governments to join the Consortium.

State funding for the purchase of anti-scale fencing for the Fencing Consortium will significantly reduce the on-going cost each Consortium member will pay for the storage, maintenance, and transportation of the anti-scale fence. This reduction in cost will improve equity in accessibility to this de-escalation and safety tool for communities across not only the Seven County Metro area, but also the state as a whole.

Partners
Over fifty agencies from throughout the seven county (Anoka, Hennepin, Ramsey, Washington, Dakota, Chaska, Scott) metro area have been engaged with the Fence Working Group since the start of the summer of 2021. Many have indicated their intent to join the Fence Working Group since the start of the summer of 2021. More importantly, if funding is secured to provide for the purchase of the anti-scale fencing, vehicle gates, and pedestrian doors, the largest cost barrier will be removed and it is anticipated that many more agencies would be able to join the Consortium.

Prerequisites
Any agency participating in the Fence Consortium must be a member of the Statewide Public Works Mutual Aid Pact. Police and fire agency resources must be members of relevant mutual aid agreements.

Best Practice Application
This de-escalation and safety tool is only available in this reasonably viable structure due to the collaborative work of all the local agencies that are part of the Fence Consortium. The Consortium model provides for the
availability of anti-scale fencing to local government agencies quickly and with a known cost structure. Additionally, due to the established nature of the Consortium it will have an experienced and coordinated command structure that has planned for operational logistics and tactical planning associated with fence deployment in response to a no-notice event.

**Anticipated Costs of Inaction**
When a local agency has a critical incident and deploys fencing to protect facilities that local agency is basically writing a blank check. The cost that agency will pay is based on whatever the market rate is at that time for the selected product, transportation and labor costs, and the open-ended on-going monthly cost for the duration the fence is deployed. This cost will easily be in the tens of thousands of dollars, and more likely in the hundreds of thousands of dollars, depending on the fencing type selected and the duration of deployment. The Fence Consortium addresses these issues by making the anti-scale fence available, providing for labor and transportation costs, and establishing a pre-incident cost for deployment.

**Consequences of Inaction**
From a non-financial standpoint, without a physical barrier law enforcement and protestors there are a wide variety of potential impacts which may include:

1) An inability to create physical separation between law enforcement and protestors
2) Need for crowd control measures to be used
3) Lack of clear, designated spaces for legal protesting
4) Significant public safety resources consumed at a single location

**Ability to Stage the Proposed Solution**
The Fence Working Group has already drafted procedures for the Fence Consortium to use. These procedures cover the logistics, training, personnel and equipment resources needed for the deployment and demobilization of anti-scale fencing. As noted previously, the Consortium has a structure in place for the on-going storage, maintenance, transportation of the anti-scale fencing as well as procedures for the deployment and demobilization of the anti-scale fencing resources. The State’s investment in the Fence Consortium’s efforts will be fully realized for local governments that choose to be a part of the Consortium. Keeping in mind that the choice for local governments to participate will be easier as the State’s investment will significantly reduce the largest barrier for access to this de-escalation and safety resource.

**Frequently Asked Questions**

**What is anti-scale fencing?**
Anti-scale fencing is a temporary fencing solution that can be deployed in response to a non-planned, critical incident.

**Why is anti-scale fencing important?**
Anti-scale fencing provides the following benefits:

- Improves physical safety for everyone by providing a safe space for legal protests while also protecting government infrastructure
- Promotes an improved mental health environment for all participants
- Reduces the need for law enforcement tactics that are seen as escalatory such as riot gear and crowd control measures
- Allows for an improved distinction between legal protestors and “violent and destructive actors”
- Local law enforcement agencies are too small to handle large-scale civil disturbances, the fencing may allow for reduced resources needs at a single location

**What is the Fence Consortium?**
The Fence Consortium is a multi-agency Joint Powers Agreement that will provide a framework for the management, storage, and rapid deployment of anti-scale fencing in the event of a non-planned, critical
incident. Over fifty agencies from throughout the seven-county metro area have indicated a willingness to join the consortium. However, the initial cost of obtaining the fencing equipment is a barrier to other agencies joining.

**What is the Fence Consortium Asking for?**
The Fence Consortium is asking for $5,000,000 from the State of Minnesota for the initial acquisition of the required equipment (fences, vehicle gates and pedestrian doors).

This investment will improve equity in accessibility to this de-escalation and safety tool for communities across not only the Seven County Metro area, but also the entire state.

**References**
I. An External Review of the State’s Response to the Civil Unrest in Minnesota From May 26 – June 7, 2020, Wilder Research, March 2022
II. City of Minneapolis An After-Action Review of City Agencies’ Responses to Activities Directly Following George Floyd’s Death on May 25, 2020, Hillard Heintze, March 2022
III. MAINTAINING FIRST AMENDMENT RIGHTS AND PUBLIC SAFETY IN NORTH MINNEAPOLIS An After-Action Assessment of the Police Response to Protests, Demonstrations, and Occupation of the Minneapolis Police Department’s Fourth Precinct, U.S. DEPARTMENT OF JUSTICE OFFICE OF COMMUNITY ORIENTED POLICING SERVICES CRITICAL RESPONSE INITIATIVE, 2017
IV. Crowd Management, International Association of Chiefs of Police, April 2019
Fence Consortium Talking Points

The intent of the Fencing Consortium is to provide anti-scale fencing within hours, not days, around potentially impacted government building(s) in response to a critical incident. The goal of the anti-scale fencing is to de-escalate the potential tensions and try to reduce/eliminate the non-tangibles associated with civil unrest such as:

1) Provide physical separation between law enforcement and protestors
   a. Promotes improved mental health environment for all (reduce PTSD)
   b. Pre-plan and standardize perimeter layout
2) Reduce the need for crowd control measures to be used
   a. Improved safety for all
   b. Minimize potential impact on adjacent properties
   c. Crowd control measures are seen as escalating
   d. Another tool for law enforcement facilitating peaceful protests
3) Create a space for protesting
   a. Not seen as officers vs. protestors, but protestors just protesting (including optics)
   b. Supports efforts to coordinate/communicate with specific protest groups and organizers ahead of time
   c. Improved distinction between legal protestors and “violent and destructive actors” (I)
   d. Officers in riot gear and with crowd control measures are more likely to be able to remain out of sight of legal protestors
4) Reduce resource demands committed to one location
   a. Local law enforcement agencies are too small to handle large-scale civil disturbance
   b. Potentially need fewer officers for security at the site
   c. Free up more resources to continue to respond to calls for service in impacted community
   d. Takes into consideration that protests may be protracted event

The purpose and structure of the Fence Consortium is to provide experienced leadership for fence deployment operations across multiple jurisdictions in a unified command structure and coordinate during the deployment of anti-scale fencing. This includes considering and planning for operational logistics and tactical planning associated with fence deployment. The Fence Consortium itself is a multi-agency, pre-planned, coordinated resource management system to continue efforts to minimize multiple local and state agencies from being over-extended.

As it is currently proposed, the Fence Consortium will only have enough anti-scale fencing for the largest Consortium member. State funding to support this multi-agency emergency response and training effort will result in the purchase of anti-scale fencing which will not only considerably reduce the on-going cost to Consortium members (improving equitable access to this de-escalation tool), but also allow for multiple facilities to have fencing at the same time.

References
I. An External Review of the State’s Response to the Civil Unrest in Minnesota From May 26 – June 7, 2020, Wilder Research, March 2022
II. City of Minneapolis An After-Action Review of City Agencies’ Responses to Activities Directly Following George Floyd’s Death on May 25, 2020, Hillard Heintze, March 2022
III. MAINTAINING FIRST AMENDMENT RIGHTS AND PUBLIC SAFETY IN NORTH MINNEAPOLIS An After-Action Assessment of the Police Response to Protests, Demonstrations, and Occupation of the Minneapolis Police Department’s Fourth Precinct, U.S. DEPARTMENT OF JUSTICE OFFICE OF COMMUNITY ORIENTED POLICING SERVICES CRITICAL RESPONSE INITIATIVE, 2017
IV. Crowd Management, International Association of Chiefs of Police, April 2019
Golden Valley Council Work Session
September 13, 2022

Agenda Item
4. Review and Continued Discussion of Proposed Budgets and Capital Improvement Program
   a. 2023-2024 Proposed Other Funds & 2023-2032 Capital Improvement Program
   b. 2023-2024 Proposed General Fund Budget
   c. 2023-2024 Proposed Housing and Redevelopment Budget
   d. 2023-2024 Proposed General Fund & HRA Preliminary Levy

Prepared By
Sue Virnig, Finance Director

Summary
Staff will give a presentation on the 2023-2024 Proposed Biennial Budget and 2023-2032 Capital Improvement Program. At the September 20 Council Meeting, the Council will vote on a total proposed tax levy and a proposed 2023-2024 budget. This amount will be used for the Proposed 2023 Tax Statement that is mailed mid-November to all Golden Valley parcels.

Financial Or Budget Considerations
The preliminary levies will be discussed along with the proposed tax impact on the median home value.

Supporting Documents
- 2023-2024 Proposed City Levy (2 pages)
- 2022-2023 Proposed HRA Levy (1 page)
RESOLUTION 22-XX
ADOPTING THE PROPOSED 2023-24 BUDGET AND
PROPOSED TAX LEVY PAYABLE IN 2023

WHEREAS, State Law requires the certification of a proposed budget and proposed tax levies no later than September 30, 2022; and

WHEREAS, the City Council has met and discussed the proposed budget and tax levy; and

WHEREAS, the debt service levy as established in the bond documents for the General Obligation Bonds, Series 2016C (B2822), the amount of $391,085.63 will not be levied in 2022 due to the utilization of the franchise fees collected from gas and electric utilities, and

WHEREAS, the debt service levy as established in the bond documents for the General Obligation Bonds, Series 2019A (B2891), will contribute the savings of a reduced levy amount of $18,288.82 will not be levied in 2022, and

WHEREAS, the debt service levy as established in the bond documents for the General Obligation Bonds, Series 2017B (B2825A), the amount of $20,093.37 will not be levied due to the utilization of the internal state aid monies.

NOW, THEREFORE, BE IT RESOLVED, that there is hereby levied upon all taxable property located within the City of Golden Valley the following amounts:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Tax Levy</td>
<td>$25,020,520</td>
</tr>
<tr>
<td>Bonded Debt Levy:</td>
<td></td>
</tr>
<tr>
<td>Brookview Center</td>
<td>1,218,300</td>
</tr>
<tr>
<td>Street Improvement Bonds</td>
<td>4,858,753</td>
</tr>
<tr>
<td>TOTAL Tax Levy</td>
<td>$31,097,573</td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED, the City Clerk shall certify to the Hennepin County Auditor a copy of this resolution approving the property tax levies for collection in 2023 for the City of Golden Valley.

BE IT FURTHER RESOLVED, that the proposed 2023 budget of the General Fund is $27,856,145 and the proposed 2023 budget is approved in concept only.

BE IT FURTHER RESOLVED, that the City Council declares its intent to take all necessary actions legally permissible to the submission and approval of the City’s budget and property tax levies both proposed and final.
Passed by the City Council of the City of Golden Valley, Minnesota on September 20, 2022.

/s/Shepard M. Harris
Shepard M. Harris, Mayor

ATTEST:

/s/Theresa Schyma
Theresa Schyma, City Clerk
RESOLUTION 22-XX
ADOPTING THE HOUSING AND REDEVELOPMENT AUTHORITY BUDGET
AND ESTABLISHING THE PROPOSED TAX LEVY PAYABLE IN 2023

WHEREAS, The Golden Valley Housing and Redevelopment Authority (the “HRA”) has authorities and powers according to MN Statutes, Sections 469.001 to 469.047. MS Statutes, Section 469.033, subd. 6 grants the HRA the power to levy and collect taxes subject to a resolution of consent from the Golden Valley City Council for a set period and,

WHEREAS, The Golden Valley HRA on September 21, 2021, Approved Resolution 21-74 Approving Granting Consent Intent for HRA Levy for a Housing Program, and

WHEREAS, The HRA, is requesting to adopt the proposed 2023-24 HRA budget and levy payable in 2023 and requests the City of Golden Valley approves Intent for the HRA Budget and Levy.

NOW, THEREFORE BE IT RESOLVED by the Housing and Redevelopment Authority as follows:

Section I. That there is proposed levy upon all taxable real and personal property in the City of Golden Valley, a tax rate sufficient to produce the amount as follows:

| HRA HOUSING FUND LEVY | $ 245,000 |

Section 2. That the proposed budget is as follows:

| HRA HOUSING FUND | $ 241,000 |

Adopted by the Housing and Redevelopment Authority of Golden Valley, Minnesota this 20th day of September 2022.

/s/Gillian Rosenquist
Gillian Rosenquist, Chair

ATTEST:

/s/Timothy J. Cruikshank
Timothy J. Cruikshank, Executive Director
# Review of Future Draft Agendas

**Meeting & Item Info**

**September 20, 2022 City Council Special Meeting - 5:15 PM**
- Commissioner Interviews
- Discussion Regarding Appointments
- Adjournment

**September 20, 2022 HRA Meeting - 6:30 PM**
- **Consent Agenda**
  - Receive and File Previous Quarter's Financial Reports
  - Public Hearing
  - Old Business
  - New Business
  - Approve Proposed General Fund Budget & Levy

**September 20, 2022 City Council Meeting - 6:30 PM**
- **1A - Pledge of Allegiance and Land Acknowledgement**
- **Presentation**
  - New Employee Introductions
  - (Tentative) Global Golden Valley Ukrainian Flag
- **Consent - Licenses**
  - General Business License - THC Retail Establishments
  - New Liquor License - Nong's Thai Cuisine
- **Consent - Boards, Commissions, and Task Forces**
  - Board/Commission Appointments
  - Approve BAC and CAC Commissioner TBD
  - Approve BCWMC Commissioner TBD
- **Consent - Bid, Quotes, and Contracts**
  - Fencing Consortium JPA
  - Purchase of Marked Squad Cars
  - Approve Institution Community Work Crew Program
  - Approve Agreement for Medley Park Storm Water Project. Contractor TBD
  - Approve End User Agreement for the Security System at City Hall with Verkada
  - Artesa - Approve Affordable Housing Agreement
- **Consent - Grants and Donations**
  - Resolution to Accept 2022 Active Living Equipment Program Grant Funds for the Medley Park Community Garden
  - Resolution to Accept Donation from the Golden Valley Crime Prevention Fund
  - Resolution and Agreement TBRA and DEED funding disbursal agreements
- **Consent - Miscellaneous**
  - Approve Lockup Easements (Permanent and Temporary)
  - Adopt Resolution Approving Final Plat for Artesa Golden Valley
  - Set Date for Proposed Property Tax Levy Payable 2023 and 2023-2024 Budget

**October 6, 2022 City Council Meeting (Thursday) - 6:30 PM**
- **1A - Pledge of Allegiance and Land Acknowledgement**
- **Presentation**
<table>
<thead>
<tr>
<th>Meeting &amp; Item Info</th>
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<tbody>
<tr>
<td>Proclamation - Recognizing October 10th as Indigenous Peoples Day</td>
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<tr>
<td>Minneapolis Chamber Update</td>
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<tr>
<td>(Tentative/Placeholder) Presentation by Hennepin EMS Medical Director</td>
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<tr>
<td><strong>Consent - Licenses</strong></td>
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<tr>
<td><strong>Consent - Boards, Commissions, and Task Forces</strong></td>
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<tr>
<td><strong>Consent - Bid, Quotes, and Contracts</strong></td>
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<tr>
<td>Approve Amendment No. 1 to Hennepin County Emergency Services Unit (ESU) Multijurisdictional Tactical Response Team Cooperative Agreement</td>
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<td>Perpich Center Easement Agreement</td>
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<td><strong>Consent - Grants and Donations</strong></td>
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<td><strong>Consent - Miscellaneous</strong></td>
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<tr>
<td>Appointment of Additional Election Judges and Student Judges for General Election - Resolutions</td>
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<tr>
<td><strong>Public Hearing</strong></td>
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<tr>
<td>Special Assessments - Delinquent Utility Bills - Resolution</td>
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<tr>
<td>Special Assessments - Miscellaneous Charges - Resolution</td>
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<tr>
<td><strong>Old Business</strong></td>
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<tr>
<td><strong>New Business</strong></td>
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<tr>
<td>First Consideration to Approve Ordinance to Update Stormwater Management Chapter 107</td>
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<td><strong>October 11, 2022 City Council Work Session - 6:30 PM</strong></td>
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<tr>
<td>Annual Fee Schedule Review</td>
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<tr>
<td>Human Services Commission Transition to Community Services Commission</td>
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<tr>
<td>Council Review of Future Draft Agendas</td>
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<tr>
<td><strong>October 18, 2022 City Council Meeting - 6:30 PM</strong></td>
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<tr>
<td>1A - Pledge of Allegiance and Land Acknowledgement</td>
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<tr>
<td><strong>Presentation</strong></td>
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<tr>
<td>New Employee Introductions/Swearing-In Ceremony</td>
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<tr>
<td><strong>Consent - Licenses</strong></td>
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<tr>
<td><strong>Consent - Boards, Commissions, and Task Forces</strong></td>
</tr>
<tr>
<td><strong>Consent - Bid, Quotes, and Contracts</strong></td>
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<tr>
<td>Approve PSA for the City Hall Lunchroom remodel. Contractor TBD</td>
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<tr>
<td>Approve Interfund Loan for Irrigation System at Brookview Golf Course</td>
</tr>
<tr>
<td><strong>Consent - Grants and Donations</strong></td>
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<tr>
<td><strong>Consent - Miscellaneous</strong></td>
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<tr>
<td><strong>New Business</strong></td>
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<tr>
<td>Second Consideration to Approve Ordinance to Update Stormwater Management Chapter 107</td>
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<tr>
<td>First consideration of ordinance to amend language regarding term limits for City boards and commissions</td>
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<tr>
<td><strong>October 28, 2022 Special City Council Training Session (Friday) - 9:00 AM - 4:00 PM</strong></td>
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<td>City Council Training Session</td>
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