



7800 Golden Valley Road
Golden Valley, MN 55427

**EMERGENCY ADMINISTRATIVE ACTION 20-01
ADOPTING CONTINUITY OF OPERATIONS PLAN**

Pursuant to Mayoral Proclamation and Council Resolution effective March 17, 2020, the City Manager of the City of Golden Valley recommends to the City Council that it adopt the Pandemic/Outbreak Continuity of Operations Plan on file with the City Clerk.

Date: April 2, 2020

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", written over a horizontal line.

Timothy J. Cruikshank, City Manager



7800 Golden Valley Road
Golden Valley, MN 55427

EMERGENCY ADMINISTRATIVE ACTION 20-02 CANCELLING CERTAIN PUBLIC MEETINGS

Pursuant to Mayoral Proclamation and Council Resolution effective March 17, 2020, and in order to comply with state and federal social distancing guidelines related to the COVID-19 pandemic, the City of Golden Valley hereby cancels the following public meetings:

Meeting	Date
Open Space and Recreation Commission	March 23, 2020
Environmental Commission	March 23, 2020
Planning Commission	March 23, 2020
Board of Zoning Appeals	March 24, 2020
Human Rights Commission	March 24, 2020

Furthermore, all subsequent public meetings will be held remotely in accordance with the Mayor and Council's findings that in-person meetings of the City Council, Planning Commission and other boards, commissions, and task forces of the City are not practical or prudent due to the COVID-19 pandemic and that:

- a. Meetings of the City Council, Planning Commission, and other commissions of the City shall be conducted by telephone or other electronic means; and
- b. Attendance by Council members, Commissioners, City staff, and members of the public at the regular meeting location is unfeasible; and
- c. City staff shall take such action as may be necessary to enable such meetings to occur via telephone or other electronic means pursuant to Minn. Stat. § 13D.021, until such time as it is no longer impractical or imprudent for the City Council, Planning Commission, and other boards, commissions, and task forces to resume in-person meetings.

This action will continue indefinitely until repealed by subsequent City Manager or Council action.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", written over a horizontal line.

Date: March 13, 2020

Timothy J. Cruikshank, City Manager



7800 Golden Valley Road
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EMERGENCY ADMINISTRATIVE ACTION 20-03 CLOSING CERTAIN CITY FACILITIES

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley temporarily closes all City facilities to the public, except the lobby of its Public Safety Building at 7700 Golden Valley Road and its outdoor parks and open spaces. This closure will continue indefinitely until repealed or modified by subsequent City Manager or Council action.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Date: March 13, 2020

Timothy J. Cruikshank, City Manager

EMERGENCY ADMINISTRATIVE ACTION 20-04 MODIFYING BUILDING INSPECTION PROCEDURES

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley will, to the greatest extent possible, complete building inspections through the use of video, live-streamed video (e.g., FaceTime), or review of high-quality pictures submitted by the permit holder. On-site inspections will be conducted only when, in the sole discretion of the Inspector, all of the following requirements are met:

1. Pictures or video are not adequate or practical to determine code compliance;
2. The on-site inspection takes place at a new construction project or commercial construction site;
3. The Inspector is isolated from other people and all social distancing requirements related to COVID-19 and recommended by the Centers for Disease Control and Prevention (as amended from time to time), are practiced during the inspection;
4. The building or job site is unoccupied by others; and
5. The Inspector does not enter an occupied or inhabited home.

The Inspector, upon arriving at a job site, may elect not to complete the inspection if they determine the conditions are unsafe, unsanitary, or social distancing protocols have not been or cannot be followed.

This policy will continue indefinitely until repealed by subsequent City Manager or Council action.

Date: March 27, 2020



Timothy J. Cruikshank, City Manager



7800 Golden Valley Road
Golden Valley, MN 55427

EMERGENCY ADMINISTRATIVE ACTION 20-05 EXTENDING HVAC LICENSES

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley will extend the expiration date of all HVAC licenses valid as of March 30, 2020 until June 1, 2020. The City Clerk shall publish further rules governing the application and reapplication process no later than May 1, 2020.

This extension shall expire on June 1, 2020, unless modified by subsequent City Manager or Council action.

A handwritten signature in black ink, appearing to be "Timothy J. Cruikshank", written over a horizontal line.

Date: March 25, 2020

Timothy J. Cruikshank, City Manager



7800 Golden Valley Road
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EMERGENCY ADMINISTRATIVE ACTION 20-06 SUSPENDING NEIGHBORHOOD MEETING REQUIREMENTS

Pursuant to Mayoral Proclamation and Council Resolution effective March 17, 2020, the City of Golden Valley will substitute the Neighborhood Meeting requirements for proposals for PUDs; major amendments to PUDs; and some conditional use permit, subdivision, rezoning, and comprehensive plan requests, all required by City Code § 113-123(d) or the City of Golden Valley Planning Neighborhood Notification Policy, adopted March 2, 2016 (the "Policy"), with a requirement to follow the Mailing notice requirements in the Policy instead. The City takes this action to protect the public health and welfare and to comply with state and federal social distancing guidelines related to the COVID-19 pandemic.

This substitution will continue indefinitely until repealed by subsequent City Manager or Council action.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Date: March 18, 2020

Timothy J. Cruikshank, City Manager



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EMERGENCY ADMINISTRATIVE ACTION 20-07 SUSPENDING SIGN ORDINANCE ENFORCEMENT

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley will waive the enforcement of its sign ordinance provisions regarding temporary business signs to allow local restaurants to post on-premises signs informing the public of the availability of and process for take-out or curbside service. This waiver will continue indefinitely until repealed or modified by subsequent City Manager or Council action.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Date: March 24, 2020

Timothy J. Cruikshank, City Manager



7800 Golden Valley Road
Golden Valley, MN 55427

**EMERGENCY ADMINISTRATIVE ACTION 20-08
SUSPENDING HIRING PROCESSES**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley hereby suspends all hiring processes for all of its open positions, other than positions in the Police or Fire Departments. This suspension will continue indefinitely until repealed by subsequent City Manager action.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Date: March 25, 2020

Timothy J. Cruikshank, City Manager



7800 Golden Valley Road
Golden Valley, MN 55427

**EMERGENCY ADMINISTRATIVE ACTION 20-09
SUSPENDING ISSUANCE OF PEDDLER AND SOLICITOR LICENSES**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley will temporarily suspend the issuance of Peddler and Solicitor Licenses required by City Code, art. XII.

This action will continue indefinitely until repealed or modified by subsequent City Manager or Council action.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Date: March 27, 2020

Timothy J. Cruikshank, City Manager



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Golden Valley, MN 55427

EMERGENCY ADMINISTRATIVE ACTION 20-10 CANCELLING PARKS AND RECREATION EVENTS AND ACTIVITIES

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley hereby:

- Postpones all in-person Parks and Recreation programs, classes, and events;
- Cancels all facility rentals through May 1, 2020; and
- Closes all Parks and Recreation and Golf retail operations, including the Backyard, the Golf Shop, and the Three-One-Six through May 1, 2020.

Further, the City will issue full refunds for the following services:

- All Parks and Recreation activities, programs, and events that have been cancelled by the City; and
- All private events at City facilities through May 1, 2020.

This action will continue indefinitely until repealed or modified by subsequent City Manager or Council action.

Date: March 13, 2020

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", written over a horizontal line.

Timothy J. Cruikshank, City Manager

**EMERGENCY ADMINISTRATIVE ACTION 20-11
ADOPTING TEMPORARY EMPLOYMENT POLICIES
AND TEMPORARY FEDERAL LEAVE POLICIES**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley adopts the following temporary emergency employment policies:

- City of Golden Valley Temporary Employment Policies in Response to COVID-19 Pandemic, as originally adopted on March 12, 2020 and amended on March 13, 14, and 19, and April 3, 2020. These Temporary Employment Policies shall remain in effect until repealed or modified by subsequent City Manager or Council action.

- City of Golden Valley COVID-19 Temporary Federal Leave Policies, including:
 - Emergency Paid Sick Leave Policy
 - Public Health Emergency Leave Policy

These Temporary Federal Leave Policies shall remain in effect until December 31, 2020, unless modified by subsequent City Manager or Council action.



Date: April 1, 2020

Timothy J. Cruikshank, City Manager

COVID-19 Temporary Employment Policies



The City of Golden Valley values the health and safety of its employees and community members. In response to the COVID-19 pandemic, the City Manager enacts the following temporary employment policies:

Employee Travel

- All employee business-related travel is prohibited, including local travel. Employees should contact their supervisor if they have questions about traveling for business purposes.
- Non-critical internal meetings shall be cancelled, or hosted virtually.
- Employees who are planning to travel for personal reasons, or have recently returned from a trip, should notify their supervisor immediately. Employees are encouraged to follow [CDC Guidelines and Recommendations](#).
 - Employees returning from vacation may be asked to self-quarantine for a period of up to 14 days without symptoms. Employees may continue to work remotely if they are able.
 - If at any time an employee develops symptoms, they should contact their supervisor as soon as practicable.

Employee or Household Illness

- Employees who appear to have respiratory illness symptoms (i.e. cough, shortness of breath) upon arrival to work or who become sick during the day will be sent home immediately.
- If an employee or a person in the employee's household or under the care of an employee is sick, the employee should stay home until the employee's household is symptom free for at least 24 hours. Employees must also be fever-free without the use of fever-reducing medicine for at least 24 hours before returning to work.
 - Symptoms may include: persistent cough, runny nose, or sore throat, fever (100.4° oral), shortness of breath, or vomiting or diarrhea within the last 24 hours as a result of illness or unidentified cause.
- If an employee needs to stay home sick, they should notify their supervisor as soon as practically possible.

COVID-19 Exposure

- If an employee or someone an employee has come in contact with tests positive for COVID-19, the employee should notify their supervisor or human resources immediately.
 - Per CDC guidelines, employees who have been exposed to someone with a confirmed or suspected case of COVID-19 should remain home for a minimum of 14 days without symptoms, or until such time that the suspected case of exposure is confirmed negative.
 - If at any time an employee develops symptoms they should contact their supervisor immediately.

COVID-19 Temporary Employment Policies



- If the City learns of a possible exposure to COVID-19 at work, all affected employees will be notified.
 - The City will protect the privacy of employees, in accordance with the Americans with Disabilities Act.
- If an employee contracts COVID-19 as a result of their responsibilities in the workplace, Worker's Compensation benefits may apply. Please contact human resources.
- [Per CDC guidelines](#), if an employee tests positive for COVID-19, the employee may return to work only after the following have occurred:
 - Employee has had no fever (without the use of fever-reducing medicine) for at least 72 hours;
 - Employee's other symptoms have improved; and
 - At least 7 days have passed since the first appearance of the employee's symptoms.

Flexible Work Arrangements

All employees will continue to be paid at their normal rate of pay.

- Employees who are able to work remotely, should do so until further notice.
 - Employees who work remotely should continue to work their normal hours unless they have made other arrangements with their supervisor.
 - Employees who are unsure whether or not they can work remotely, should contact their supervisor.
 - Employees who need to make arrangements to work remotely should work with their supervisor to make the required preparations. If employees need to visit the office, the employee and supervisor should work together to arrange a specific time for the employee to come to the office. Staff should make every effort to minimize the number of people in the building.
 - All staff visiting City buildings shall follow the [Temporary Decontamination Policy](#).
- Employees who cannot work remotely should be available to work during their regular hours, but should not report to work unless instructed to do so by their supervisor. All employees will continue to be paid at their normal rate of pay, unless otherwise noted below.
 - Employees may be called in to work as situations change/evolve.
 - This means that all employees should be reachable and available to work during their regular work hours. If an employee has a pre-approved vacation the employee must use PTO/Vacation for that time, unless the vacation is cancelled. Employees should notify their supervisor if they intend to cancel their vacation.
 - Additionally, if an employee is unable work because they are sick or are caring for a family member who is sick, unrelated to COVID-19, the employee shall use

COVID-19 Temporary Employment Policies



PTO/sick leave until they are able to return to work. In this case, other leave benefits may apply, please contact human resources with questions. If the employee is unable to work based on a situation related to COVID-19, the employee should refer to the [COVID-19 Temporary Federal Leave Policies](#) and contact human resources.

- All non-regular employees (including interns and Brookview staff) will be paid for all of the hours for which they have been scheduled.
- Beginning April 2, 2020 the following policy amendments shall take effect:
 - Except as noted below, non-regular employees who are no longer scheduled to work due to facility closures shall continue to be paid bi-weekly at their regular rate of pay. The number of hours for which the employee will be paid each pay period shall be based upon the average number of hours the employee worked over the previous six pay periods (from 12/23/2019-3/15/2020). Three One Six Restaurant employees shall be paid for the average number of hours worked over the same six pay periods, excluding the week of February 3 – February 9 (during which time the facility was closed for operational repairs).
 - For the purposes of this policy, non-regular employees include individuals in the following positions:
 - Server
 - Bartender
 - Cook
 - Dishwasher/Bar-Back
 - Restaurant and Banquet Staff Coordinator
 - Golf Staff Coordinator
 - Lead Pro-Shop Cashier/Pro-Shop Cashier
 - Guest Services Lead
 - Community Center Attendant
 - Indoor Playground Attendant
 - Sports Instructor
 - Assistant Senior Program Coordinator
 - Building and Grounds Maintenance
 - Temporary employees whose positions have an established end date based on normal operating procedures shall end their employment on the normally scheduled date and shall not be entitled to pay after that date. These positions include: Warming House Attendants, Sports/Athletic Instructors, and Accounting Intern.
- Emergency Management/Public Safety personnel shall follow directives of their department leadership.

COVID-19 Temporary Employment Policies



PTO and Vacation Maximum Accrual – Effective 4/8/2020

Under the City's existing leave policies employees accrue vacation hours or paid time-off (PTO) hours each pay period. The hours are accrued according to an accrual schedule, which is based on an employee's years of service. Each accrual schedule has a maximum number of accrual hours. The City's current vacation and PTO accrual schedules can be found [here](#). Under existing policies, an employee no longer accrues vacation or PTO hours once they have reached the maximum number of accrual hours within their schedule.

Temporary Policy and Conditions

Under this temporary policy, employees are eligible to accrue vacation and PTO hours beyond their existing maximum accrual, provided all of the following conditions are met:

- The employee is a full-time regular or part-time regular benefit earning employee;
- The employee is within 40 hours of, or has already exceeded, their existing maximum accrual balance at any time between April 8, 2020 and December 31, 2020;
- the employee has submitted a vacation or paid time-off request between April 8, 2020 and December 31, 2020, and
- the employee's Department Head or the City Manager denied the employee's vacation or paid-time off request to preserve continuity of City operations.

If an employee reaches the maximum vacation or PTO accrual within their schedule, but has not been denied the opportunity to use such leave, the employee shall stop accruing leave hours pursuant to the existing vacation and PTO policies.

Process

When an employee meets the conditions listed above the employee should email their department head and human resources with a request to extend their vacation or PTO maximum accrual. The request shall be reviewed and approved or denied by the City Manager.

Upon approval, employees shall continue to accrue vacation or PTO hours above their existing maximum accrual until December 31, 2020. All vacation hours and PTO hours accrued beyond the existing maximum accrual must be used by December 31, 2020. Employees shall follow normal vacation or PTO request policies and procedures.

Vacation or PTO hours accrued beyond the existing maximum accrual shall not carry over to the following calendar year, nor will the accrued hours be paid out to employees in the form of cash or any other type of compensation.

Additionally, all vacation hours and PTO hours that are accrued above the employee's existing maximum accrual will not be paid out to an employee upon separation from employment in the form of cash, or used in any manner other than what is stated in this policy.

COVID-19 Temporary Employment Policies



Supervisor Responsibilities

Supervisors are responsible for the following responsibilities:

- Ongoing and regular communication with employees (both working and non-working) including messages from the Emergency Management Team and Department Head.
- Fill out and approve timecards.

Supervisors: please ensure you have the primary phone number and email for each of your employees, your direct supervisor, and your Department Head. Additionally, you should have the contact information for the following individuals:

- Tim Cruikshank, City Manager – (763-593-8003)
- Kirsten Santelices, Human Resources Director (all employee-related questions) – (763-593-3989)
- Ted Massicotte, Deputy Fire Chief (Interim Emergency Management Director) – (763-593-8080)
- Internal Only Public Safety Line – (763-593-8056)
- Wanita Williams, Accountant (payroll questions) – (763-593-8011)
- Sue Virnig, Finance Director (back-up payroll questions; expenses) – (763-593-8010)
- Cheryl Weiler, Communications Director (Crisis Communications Director) – (763-593-8004)

City of Golden Valley Vacation and PTO Accrual Schedule

Vacation Accrual Schedule: Full-Time Employee			
Years Of Service	Vacation Accrual Per Pay Period	Vacation Time Per Year	Maximum Vacation Accrual
0-4.99	3.08 hours	10 days (2 weeks)	160 hours
Over 5-10	4.62 hours	15 days (3 weeks)	240 hours
Over 11	4.92 hours	16 days	256 hours
Over 12	5.23 hours	17 days	272 hours
Over 13	5.54 hours	18 days	288 hours
Over 14	5.85 hours	19 days	304 hours
Over 15	6.15 hours	20 days (4 weeks)	320 hours
Over 16	6.46 hours	21 days	336 hours
Over 17	6.77 hours	22 days	352 hours
Over 18	7.08 hours	23 days	368 hours
Over 19	7.38 hours	24 days	384 hours
Over 20	7.69 hours	25 days (5 weeks)	400 hours

Vacation Accrual Schedule: Public Safety Employee			
Years Of Service	Vacation Accrual Per Pay Period	Vacation Time Per Year	Maximum Vacation Accrual
0-4.99	6.77 hours	10 days (2 weeks)	168 hours
Over 5-10	8.31 hours	15 days (3 weeks)	248 hours
Over 11	8.62 hours	16 days	264 hours
Over 12	8.92 hours	17 days	280 hours
Over 13	9.23 hours	18 days	296 hours
Over 14	9.54 hours	19 days	312 hours
Over 15	9.85 hours	20 days (4 weeks)	328 hours
Over 16	10.15 hours	21 days	344 hours
Over 17	10.46 hours	22 days	360 hours
Over 18	10.77 hours	23 days	376 hours
Over 19	11.08 hours	24 days	392 hours
Over 20	11.39 hours	25 days (5 weeks)	408 hours

Vacation Accrual Schedule: Full-Time Employee With 800 Hours Of Sick Leave			
Years Of Service	Vacation Accrual Per Pay Period	Vacation Time Per Year	Maximum Vacation Accrual
5-11	6.46 hours	21 days	336 hours
Over 11	6.77 hours	22 days	352 hours
Over 12	7.08 hours	23 days	368 hours
Over 13	7.38 hours	24 days	384 hours
Over 14	7.69 hours	25 days (5 weeks)	400 hours
Over 15	8.00 hours	26 days	416 hours
Over 16	8.31 hours	27 days	432 hours
Over 17	8.62 hours	28 days	448 hours
Over 18	8.92 hours	29 days	464 hours
Over 19	9.23 hours	30 days (6 weeks)	480 hours
Over 20	9.54 hours	31 days	496 hours

City of Golden Valley Vacation and PTO Accrual Schedule

PTO Accrual Schedule: Regular Full-Time Employee			
Years Of Service	Number Of 8-Hour Days	PTO Hours Per Pay Period	Maximum Accrual In Hours
0-5	17	5.23	272
Over 5	22	6.77	352
Over 11	23	7.08	368
Over 12	24	7.38	384
Over 13	25	7.69	400
Over 14	26	8.00	416
Over 15	27	8.31	432
Over 16	28	8.62	448
Over 17	29	8.92	464
Over 18	30	9.23	480
Over 19	31	9.54	496
Over 20	32	9.85	512

PTO Accrual Schedule: Public Safety Employee					
Years of Service	Number of 8-Hour Days	PTO Hours Per Pay Period	Holiday Hours Accrued Per Pay Period	PTO + Holiday: Total Hours Accrued Per Pay Period	Maximum Accrual In Hours
0-5	17	5.23	3.69	8.92	348
Over 5	22	6.77	3.69	10.46	408
Over 11	23	7.08	3.69	10.77	420
Over 12	24	7.38	3.69	11.07	432
Over 13	25	7.69	3.69	11.38	444
Over 14	26	8.00	3.69	11.69	456
Over 15	27	8.31	3.69	12.00	468
Over 16	28	8.62	3.69	12.31	480
Over 17	29	8.92	3.69	12.61	492
Over 18	30	9.23	3.69	12.92	504
Over 19	31	9.54	3.69	13.23	516
Over 20+	32	9.85	3.69	13.54	528

COVID-19 Temporary Federal Leave Policies



Introduction and Purpose

In response to the COVID-19 outbreak, the federal government passed the Families First Coronavirus Response Act (FFCRA), which includes two types of paid emergency leave:

- Emergency Paid Sick Leave; and
- Public Health Emergency Leave (an expansion of the Federal and Family Leave Act (FMLA)).

In response to these changes in federal law, the City of Golden Valley (the "City"), adopts the two temporary policies described below, effective April 1, 2020. These policies are in addition to the City's existing leave policies. The purpose of these policies is to allow employees to care for their own health needs or those of their family members.

Emergency Paid Sick Leave Policy

This Emergency Paid Sick Leave Policy provides paid protection to employees who are unable to work due to complications related to COVID-19. This policy is effective April 1, 2020 through December 31, 2020.

Eligibility

All current employees of the City who have been employed for a minimum of one calendar day as of April 1, 2020 are eligible for this policy.

Qualifying Reasons

Eligible employees may use this leave if they are unable to work (on-site) or telework because they are:

1. Subject to a Federal, State, or local quarantine or isolation order related to COVID-19.
2. Advised by a health care provider to self-quarantine due to concerns related to COVID-19.
3. Experiencing symptoms of COVID-19 and seeking a medical diagnosis.
4. Caring for an individual who is subject to a quarantine or isolation order (by federal, state, or local order, or as advised by health care provider.
5. Caring for a son or daughter whose school or place of care has been closed, or the child care provider is unavailable, due to COVID-19 precautions.
6. Experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

Length of Leave

Full-time regular employees qualify for up to 80 hours of Emergency Paid Sick Leave.

Part-time employees, including variable hour, temporary, seasonal, and interns qualify for the average number of hours worked during a typical two-week period. The two-week period shall be determined by the City.

Employees using Emergency Paid Sick Leave for qualifying reasons (1)-(4), and (6) must take paid sick leave in full-day increments until either: 1) the full amount of leave is exhausted; or 2) there is no longer a qualifying reason for taking paid sick leave. Additionally, under these conditions an employee may qualify for FMLA, which shall run concurrently with Emergency Paid Sick Leave, and all other regular FMLA policies and procedures shall apply.

Employees using Emergency Paid Sick Leave for qualifying reason (5), to care for their child whose school or place of care is closed or unavailable due to COVID-19 precautions, may use the Emergency Paid Sick Leave intermittently or on a reduced schedule with the approval of the employee's Department Head, Human Resources Director, and City Manager. Additionally, under this condition the employee may qualify for leave under the Public Health Emergency Leave Policy below.

An employee may qualify for leave under two or more qualifying reasons, but each employee is only eligible for a maximum of 80 hours of Emergency Paid Sick Leave.

Pay

Under qualifying reasons (1), (2), and (3) an employee is paid 100% of their regular rate of pay up to \$511 per day (\$5,110 in the aggregate).

Under the qualifying reasons (4), (5), and (6) an employee is paid 2/3 of their regular rate of pay, up to \$200 per day (\$2,000 in the aggregate). Under these qualifying reasons, employees may elect to supplement their pay with accrued vacation, sick, comp time, or PTO, not to exceed 100% of their weekly gross salary.

Regular Rate of Pay

The City shall calculate the employee's regular rate of pay in accordance with section 7(e) of the Fair Labor Standards Act of 1938.

Process

An employee who requests leave under this policy shall notify their direct supervisor as soon as practically possible and complete the Emergency Paid Sick Leave Request Form. Leave requests shall be submitted to the Human Resources Director, who shall make all eligibility determinations.

The City may require documentation, including a notice from a medical provider, or notice of closure or availability from the employee's child's school, place of care, or child care provider.

An employee on leave must periodically report their status and intent to return to work to their supervisor.

Public Health Emergency Leave Policy

This Public Health Emergency Leave policy is a temporary expansion on the Federal Family and Medical Leave Act (FMLA) to provide pay and benefit protection to employees who are unable to work because they are caring for a son or daughter whose school or place of care has been closed, or the child care provider is unavailable, due to COVID-19 precautions. This policy is effective April 1, 2020 through December 31, 2020.

Eligibility

All current employees of the City who have been employed for a minimum of 30 calendar days as of April 1, 2020 are eligible for benefits under this policy.

Qualifying Reasons

Eligible employees qualify for this policy if they are unable to work (on-site) or telework because they are caring for a son or daughter whose school or place of care has been closed, or the child care provider is unavailable, due to COVID-19 precautions.

Duration

Employees are eligible for up to 12 weeks of leave under this policy. However, eligibility depends on the employee's remaining FMLA leave balance. Employees may take a total of 12 work weeks for FMLA or Public Health Emergency Leave reasons during a 12-month period calculated on a rolling backwards basis beginning on the first day of leave.

Reduced Schedule

Leave under this policy may be used intermittently or on a reduced schedule with the approval of the employee's Department Head, Human Resources Director, and City Manager. Additionally, the employee may qualify for leave under the Emergency Paid Sick Leave Policy above.

Pay

The first 10 days of leave are unpaid (this time is known as the elimination period). During the elimination period, an employee can elect to be paid using Emergency Paid Sick Leave or accrued time-off.

After the 10 day elimination period, the employee is eligible for up to 10 weeks of Public Health Emergency Leave at 2/3 their regular rate of pay up to \$200 per day (no more than \$10,000 total). Under these qualifying reasons, employees may elect to supplement their pay with accrued vacation, sick, comp time or PTO, not to exceed 100% of their weekly gross salary.

Regular Rate of Pay

The City shall calculate the employee's regular rate of pay in accordance with section 7(e) of the Fair Labor Standards Act of 1938.

Process

The employee should give the City as much notice as practically possible and comply with normal call-in procedures. The City may require documentation, for example a notice of closure or availability from the child's school, place of care, or child care provider, including a notice that may have been posted on a government, school, or day care website, published in a newspaper, or emailed to the City from an employee or official of the school, place of care, or child care provider.

All existing certification requirements under the FMLA remain in effect if the employee is taking leave for one of the existing qualifying reasons under the FMLA (see Employee Handbook).

Additional Information

The following additional conditions apply under these policies:

- Unused leave benefits available under these policies expire on December 31, 2020 and will not carry over to the following calendar year, nor shall they be paid out to an employee in any form of cash, or used in any manner other than what is stated in this policy.
- Once an employee exhausts the eligible leave benefits under these policies, the City's existing leave policies will apply.
- Where there is a conflict between these policies and an existing City policy, these policies control.
- These policies are not retroactive.

City of Golden Valley – Temporary COVID-19 Leave Policies

For more information employees may contact the Human Resources Director or visit the U.S. Department of Labor website at <https://www.dol.gov/agencies/whd/pandemic/ffcra-questions>.



7800 Golden Valley Road
Golden Valley, MN 55427

EMERGENCY ADMINISTRATIVE ACTION 20-12 ADOPTING DECONTAMINATION POLICY

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley hereby adopts the City of Golden Valley Temporary Decontamination Policy.

This policy will continue in effect indefinitely until repealed or modified by subsequent City Manager or Council action.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Date: April 2, 2020

Timothy J. Cruikshank, City Manager



7800 Golden Valley Road
Golden Valley, MN 55427

EMERGENCY ADMINISTRATIVE ACTION 20-13 DELAYING GOLF SEASON OPENING

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley hereby delays the golf season opening at Brookview Golf Course, which otherwise would have opened on March 23, 2020, until May 1, 2020.

This action will continue indefinitely until repealed or modified by subsequent City Manager or Council action.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Date: March 23, 2020

Timothy J. Cruikshank, City Manager



7800 Golden Valley Road
Golden Valley, MN 55427

EMERGENCY ADMINISTRATIVE ACTION 20-14 DESIGNATING CRITICAL SECTOR EMPLOYEES

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley designates the employees on the attached Critical Sector Determination Table as critical sector employees, as defined by Minnesota Emergency Executive Order 20-20.

These designations shall remain in effect until Executive Order 20-20 expires, unless repealed or modified by subsequent City Manager or Council action.

Date: March 27, 2020

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Timothy J. Cruikshank, City Manager

UPDATES TO EMPLOYEE STATUS PURSUANT TO MINN. EXEC. ORDER 20-20

Pursuant to Governor Walz’s Executive Order 20-20 (March 25, 2020), only employees performing Critical Sector work may leave home to perform this work. The following additional limitations also apply:

- **All Critical Sector workers who can work from home must do so.**
 - **Allowed activities and work performed in the above Critical Sectors should, to the maximum extent possible, be conducted in a manner that adheres to Minnesota Occupational Safety and Health Standards and the Minnesota Department of Health and CDC Guidelines related to COVID-19, including social distancing and hygiene.**
 - People at risk of severe illness from COVID-19 are strongly urged to stay home, even when the executive order would allow them to leave their home or residence.
 - Critical Sector exemptions apply only to travel to and from an individual’s home or residence and place of work and an individual’s performance of work duties that cannot be done at their homes or residence. Travel may include transportation to and from child care or school settings as necessary to ensure the safe care of children.
1. Under the Order, Critical Sector employees are workers performing all other governmental functions which are necessary to ensure the health, safety, and welfare of the public, to preserve the essential elements of the financial system of government, and
 2. to continue priority services as determined by a political subdivision of the State.

All political subdivisions of the State will determine the minimum personnel necessary to maintain these governmental operations. Additionally, the Order provides specific guidance on a number of roles at the City. After reviewing the order, the City of Golden Valley has determined that its Critical Sector workers are:

	Critical Sector Employees These employees may travel to work only if necessary. All Critical Sector employees who can work from home must do so.	Not Critical Service Employees These employees should work from home, if possible, but may not travel to work	
City Manager	<ul style="list-style-type: none"> ▪ City Manager ▪ City Council Members ▪ City Clerk 		Exec. Order 20-20 § 6(i)(iii); Exec. Order 20-20 § 6(i)(i).
Administrative Services	<ul style="list-style-type: none"> ▪ Accountant ▪ Accounting Coordinator ▪ Accounting Technician ▪ Finance Director ▪ Information Technology Specialist ▪ Information Technology Supervisor ▪ Information Technology Tech ▪ Utility Billing Specialist 	<ul style="list-style-type: none"> ▪ Accounting Intern ▪ Deputy Registrar Supervisor ▪ Motor Vehicle License Clerk ▪ Assessments/AP Tech 	Exec. Order 20-20 § 6(h); Exec. Order 20-20 § 6(l).
Communications	<ul style="list-style-type: none"> ▪ Communications Director ▪ Communications Specialist ▪ Web Graphic Designer 		Exec. Order 20-20 § 6(h).
Human Resources	<ul style="list-style-type: none"> ▪ Human Resources Director ▪ Assistant to City Manager’s Office 		Exec. Order 20-20 § 6(i)(iii).
Police	<ul style="list-style-type: none"> ▪ Police Chief ▪ Commander ▪ Police Operations Supervisor ▪ Sergeant ▪ Investigator ▪ Patrol Officer/School Resource Officer ▪ Lead Community Service Officer ▪ Community Service Officer 	<ul style="list-style-type: none"> ▪ Administrative Assistant ▪ Support Services Coordinator 	Exec. Order 20-20 § 6(b)); Exec. Order 20-20 § 6(ee)).
Fire	<ul style="list-style-type: none"> ▪ Fire Chief ▪ Deputy Fire Chief ▪ Assistant Fire Chief ▪ Paid On-Call Firefighters ▪ Paid On-Call Fire Officers ▪ Fire Property Maintenance Specialist 	<ul style="list-style-type: none"> ▪ Administrative Assistant 	Exec. Order 20-20 § 6(b); Exec. Order 20-20 § 6(iv).
Legal	<ul style="list-style-type: none"> ▪ City Attorney 		Exec. Order 20-20 § 6(cc).

Parks & Recreation	<ul style="list-style-type: none"> ▪ Director of Parks and Recreation ▪ Facilities and Recreation Supervisor ▪ Golf Operations Manager ▪ Park and Recreation Administrative Assistant ▪ Golf Maintenance Supervisor ▪ Greens and Turf Specialist ▪ Turf Equipment Tech ▪ Turf Maintenance Assistant 	<ul style="list-style-type: none"> ▪ Assistant Golf Operations Manager ▪ Assistant Senior Program Coordinator ▪ Bartender ▪ Community Center Attendant ▪ Custodial Maintenance Specialist ▪ Golf Operations Manager ▪ Golf Operations Coordinator ▪ Golf Office Assistant ▪ Golf Staff Coordinator ▪ Guest Services Lead ▪ Guest Services Specialist ▪ Indoor Playground Attendant ▪ Lead Pro Shop Cashier ▪ Recreation Coordinator ▪ Recreation Supervisor ▪ Sports Instructor ▪ Dishwasher/Bar-back ▪ Cook ▪ Head Chef/Kitchen Supervisor ▪ Lead Cook ▪ Restaurant and Catering Manager ▪ Server (if used for take-out, drive up, or delivery services) ▪ Restaurant and Banquet Staff Coordinator 	<p>Exec. Order 20-20 § 6(c); Exec. Order 20-20 § 6(i).</p> <p>The following places of public accommodation remain closed to the public pursuant to Exec. Orders 20-20 and 20-04:</p> <ul style="list-style-type: none"> • Three One Six (but encouraged to offer food and beverage using deliver service, window service, walk-up service, drive-through service, or drive-up service using social distancing measures outlined in Exec. Order 20-04. Employees highlighted in blue could be considered essential if the Three One Six is reopened) • Brookview • Davis Community Center • Brookview Golf Course
Physical Development	<ul style="list-style-type: none"> ▪ Physical Development Director ▪ City Engineer ▪ Assistant City Engineer ▪ Planning Manager ▪ Planner ▪ Environmental Resources Supervisor ▪ Environmental Specialist ▪ GIS Specialist ▪ Engineering Technician II ▪ Engineering Technician III ▪ Building Official ▪ Building Inspector 	<ul style="list-style-type: none"> ▪ Engineering Assistant ▪ Inspections Admin Specialist ▪ Inspections and Development Assistant ▪ Planning Assistant ▪ Physical Development Assistant 	<p>Exec. Order 20-20 § 6(i)(iv); Exec. Order 2020 § 6(x).</p>
Public Works	<ul style="list-style-type: none"> ▪ Public Works Director ▪ Street Maintenance/Vehicle Maintenance Supervisor ▪ Utility Supervisor ▪ Crew Leader Streets ▪ Crew Leader Utility ▪ Crew Leader Parks ▪ Meter Specialist ▪ Utilities Specialist ▪ Public Works Maint Park ▪ Public Works Inspector ▪ PW Lead-Vehicle Maintenance ▪ Public Works Maintenance-Street ▪ Public Works Maint-Utilities ▪ Public Works Maint-Vehicle 	<ul style="list-style-type: none"> ▪ Administrative Assistant ▪ Assistant Forrester 	<p>Exec. Order 20-20 § 6(e); Exec. Order 20-20 § 6(f); Exec. Order 20-20 § 6(x))</p>



7800 Golden Valley Road
Golden Valley, MN 55427

**EMERGENCY ADMINISTRATIVE ACTION 20-15
ADOPTING TEMPORARY UTILITY BILLING POLICY**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley hereby adopts the attached Temporary Utility Billing Policy.

This policy will remain in effect until repealed or modified by subsequent City Manager or Council action.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Date: April 2, 2020

Timothy J. Cruikshank, City Manager

City of Golden Valley

Temporary Utility Billing Late Payment Policy

Introduction

The COVID-19 health pandemic has caused financial strain on many families, apartment owners, and commercial properties. The City of Golden Valley (the “City”) considers water a basic utility that is essential to the health and safety of its customers. Therefore, in response to the financial strain caused by the pandemic, the City implements the following policy to protect vulnerable customers from undue hardship.

Current Policy

The City currently applies a 10% penalty to past-due quarterly residential utility bills and a 5% penalty to past-due monthly commercial and multi-family apartment utility bills. The City charges late penalties to incentivize prompt payment to ensure sufficient cash flow to cover the City’s costs to provide water, including: timely payment to the City’s water supplier, the City of Minneapolis; sewage and wastewater treatment charges to the Metropolitan Council Environmental Services (MCES); recycling fees; and other regular and emergency system maintenance costs.

Under current City policy, the Finance Director considers a number of factors when evaluating requests to waive penalties and late fees, including payment history, past penalties, and whether a past-due balance has been certified to the county in prior years. Even under ordinary circumstances, the City does not shut-off any utilities due to non-payment. The City uses a mechanism called certification once a year to recoup the outstanding balances through the property tax system.

New Policy

Beginning April 1, 2020, the City will consider write offs of penalties and fees (collectively, “Late Fees”) according to the following framework:

- Customers may submit requests to waive Late Fees by calling 763-593-8010 or emailing finance@goldenvalleymn.gov.
- The Finance Director will consider and respond to all write off requests within 5 business days.
- Penalty and late fee waivers will be granted under this policy if all of the following are true:
 1. The customer is a residential customer that received a bill in the months of April, May, or June; or the customer is a commercial or multi-family apartment customer that received a bill in the month of May.
 2. The customer was assessed at least one Late Fee after March 1, 2020.
 3. The customer is experiencing a financial hardship.

The City will not consider requests for discounts or reductions in usage fees. Late fees assessed prior to March 1, 2020 are not eligible under this policy but may be considered under the City’s normal fee waiver policy. This policy shall remain in effect indefinitely until modified or terminated by City Manager or City Council action.

Payment Options

Customers may continue to make payments by mail or by leaving payments in the drop box next to the front door of City Hall. Additionally, the City offers a no-cost online payment option for customers preferring to pay by credit or debit card (VISA, MasterCard, American Express, Discover), or by automatic withdrawal (ACH) from a checking or savings account. The system allows the customer to set up automatic monthly payment to help with their budget. Email finance@goldenvalleymn.gov or call 763-593-8013 for additional information about payment options.



7800 Golden Valley Road
Golden Valley, MN 55427

EMERGENCY ADMINISTRATIVE ACTION 20-16 DELAYING CERTAIN CITY PROJECTS

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City Manager of the City of Golden Valley recommends that the City Council delegate to the City Manager the authority to temporarily delay certain City Projects included in the 2020 budget, as may be required to ensure the efficient administration of the affairs of the City. The City Manager shall keep the City Council apprised of all such delays.

If adopted, this action will continue indefinitely until repealed or modified by the City Council.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Date: April 2, 2020

Timothy J. Cruikshank, City Manager



7800 Golden Valley Road
Golden Valley, MN 55427

**EMERGENCY ADMINISTRATIVE ACTION 20-17
AUTHORIZING THE CITY MANAGER TO AMEND CLEANING CONTRACTS**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City Manager hereby recommends the City Council authorize the City Manager to negotiate and execute amendments to the City's existing cleaning and janitorial contracts. Such amendments shall adjust the cleaning schedule and services in a manner that ensures the safe, effective, and efficient cleaning of all City facilities in light of the increased risks created by the COVID-19 pandemic, and in light of the closure of various City facilities. Such amendments shall not increase the value of the existing janitorial service contracts by more than \$20,000.

If adopted, this authorization will continue indefinitely until repealed by subsequent City Manager or Council action.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Date: March 23, 2020

Timothy J. Cruikshank, City Manager

**FIRST AMENDMENT TO
CUSTODIAL SERVICES AGREEMENT BETWEEN
CITY OF GOLDEN VALLEY & JANI-KING OF MINNESOTA, INC.**

THIS FIRST AMENDMENT TO CUSTODIAL AGREEMENT BETWEEN THE CITY OF GOLDEN VALLEY & JANI-KING OF MINNESOTA, INC. (“First Amendment”) is made effective as of March 23, 2020 (the **“Amendment Effective Date”**) by and between the City of Golden Valley (the **“City”**) and Jani-King of Minnesota, Inc. (the **“Contractor”**).

WHEREAS, the City and Contractor are parties to an Agreement for Custodial Services to provide cleaning services to the City’s main campus and fire stations, effective January 1, 2020 (the **“Agreement”**); and

WHEREAS, the parties desire to modify the Agreement as provided herein; and

WHEREAS, under the terms of the Agreement, upon the mutual written agreement of the City and Contractor, the terms of the Agreement may be modified; and

WHEREAS, the parties wish to amend the Agreement as set forth below.

NOW THEREFORE, the parties agree to amend the Agreement as follows, effective as of the Amendment Effective Date:

1. **Recitals**. The recitals set forth above are true and correct and are hereby incorporated herein by reference. Any capitalized terms used herein but not defined have the same meaning as that ascribed to them in the Agreement.
2. **Temporary Changes to the Services and Compensation**. Due to the COVID-19 pandemic and to protect the public health, the parties agree to temporarily modify the services and compensation as follows. The Services listed in the table below shall be collectively referred to herein as the “Temporary Services.”

Location	Description of Services	Cost
City Hall	<ul style="list-style-type: none"> • Regular cleaning services shall be reduced to once per week. • Disinfectant services shall be provided once per week. 	\$312.72/month
Vehicle Maintenance Building	<ul style="list-style-type: none"> • Regular cleaning services shall be suspended. 	\$0/month
Utility Maintenance Building	<ul style="list-style-type: none"> • Regular cleaning services shall be suspended 	\$0/month
Park Maintenance Building	<ul style="list-style-type: none"> • Regular cleaning services shall be suspended 	\$0/month

Street Maintenance Building	<ul style="list-style-type: none"> Regular cleaning services shall be suspended 	\$0
Public Safety Building	<ul style="list-style-type: none"> Regular cleaning services shall be provided Monday through Saturday. Disinfectant services shall be provided Monday through Saturday. 	\$1,848.54/month
Fire Station 2	<ul style="list-style-type: none"> Regular cleaning services shall be provided 3 times per week. Disinfectant services shall be provided 3 times per week. 	\$660.00/month
Fire Station 3	<ul style="list-style-type: none"> Regular cleaning services shall be provided 3 times per week. Disinfectant services shall be provided 3 times per week. 	\$568.77/month

- Disclaimer or Warranty for Contagions.** Contractor does not warrant or represent that the Temporary Services will prevent any person from becoming sick or contracting any infection or disease, and the City waives all claims that may arise against Contractor related to a person becoming sick or contracting any infection or disease in connection with the Temporary Services.
- Termination of Temporary Services.** The Temporary Services shall continue until terminated by the City. Upon such termination, the Services (as defined in the Agreement) shall resume and the City shall compensate the Contractor according to the fee schedule in the Agreement. The City shall provide 5 days' notice to Contractor of termination of the Temporary Services.
- Ratification.** Except as specifically provided in this Second Amendment, each and every provision of the Agreement, as amended through the date hereof, remains, and is, in all respects, in full force and effect.
- Miscellaneous.** (i) The provisions hereof are binding upon and inure to the benefit of the parties and their respective successors and assigns; and (ii) this First Amendment and the Agreement constitute the entire understanding between the parties in respect to the subject matter hereof.

INTENDING TO BE LEGALLY BOUND HEREBY, the parties have executed this First Amendment as evidenced by the signatures of their authorized representatives below.

JANI-KING OF MINNESOTA, INC.

**CITY OF GOLDEN VALLEY,
A MINNESOTA MUNICIPAL CORPORATION**

By: _____

By  _____

Print Name: Pat McBride

Timothy J. Cruikshank, City Manager

Title: Regional Director

**EMERGENCY ADMINISTRATIVE ACTION 20-18
AUTHORIZING EMERGENCY PURCHASES**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley authorizes the City Manager to make purchases required to respond to the COVID-19 pandemic, including but not limited to:

- Technology (hardware and software) required to allow City staff to work remotely
- Technology (hardware and software) required to facilitate electronic public meetings
- Cleaning, sanitation, and hygiene supplies
- Personal Protective Equipment (PPE)
- Other emergency office supplies
- Goods and services needed to support other emergency actions, as needed

This action will continue indefinitely until repealed or modified by subsequent City Manager or Council action.



Date: March 13, 2020

Timothy J. Cruikshank, City Manager



7800 Golden Valley Road
Golden Valley, MN 55427

EMERGENCY ADMINISTRATIVE ACTION 20-19 RECOMMENDING ADOPTION OF REMOTE MEETING RULES

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City Manager of the City of Golden Valley recommends that the City Council adopt the attached Remote Meeting Rules of Order & Etiquette. If adopted, these rules shall apply to all public remote meetings of the City, including meetings of the City Council, the HRA, the Planning Commission, the Board of Zoning Appeals, the Civil Service Commission, the Human Rights Commission, the Human Services Commission, the Open Space and Recreation Commission, the Environmental Commission, and the Rising Tides Task Force.

If adopted, this action will continue indefinitely until repealed or modified by the City Council.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Date: April 2, 2020

Timothy J. Cruikshank, City Manager

CITY OF GOLDEN VALLEY

RULES OF ORDER & ETIQUETTE

FOR REMOTE PUBLIC MEETINGS

Before the Meeting

Before the meeting, Members must:

- Call in 5 minutes before the meeting begins to ensure a functional and reliable connection to the meeting platform.
- Ensure their camera and microphone is working, their complete name is displayed on the screen, and if participating via video call, they are centered in the screen.
- Sit in a quiet place, free from interruptions.
- Sit in front of a suitable background, preferably blank, and not in front of a bright light or window.
- Thoroughly review the agenda and come prepared to participate.

Rules of Etiquette

All Members shall observe the following rules of etiquette during Remote Meetings:

- Do not work on other tasks during the meeting. For remote meetings to run smoothly, all participants must be fully engaged.
- Mute yourself when you are not speaking to minimize interruptions and background noise.
- Turn off all notifications on your computer, cell phone, etc. Remember that keyboards and other sounds will be audible.
- If video stream is available, Members wishing to speak should raise their hands as usual. The Mayor/Chair will monitor the video screens and call on Members. If video stream is not available or if the Mayor/Chair cannot see Members raising their hands, Members should indicate their desire to speak by asking the Mayor/Chair for permission to speak during a break in the discussion.
- Keep side comments and unnecessary discussion to a minimum. **Do not interrupt other Members, staff, or the public.** The audio will not function well if multiple participants speak at the same time.
- Speak directly into or facing your microphone. If you cannot hear another participant or are having connection problems, tell the Mayor/Chair at the first opportunity, without interrupting the speaker.

Procedure & Rules of Order

- The Mayor/Chair will call the meeting to order.
- The City Clerk/Staff Liaison will call the roll at the beginning of the meeting.
- After the roll, the City Clerk/Staff Liaison will announce staff attendees.
- The Mayor/Chair will run the meeting as usual, except that every vote will be made by roll call. The City Clerk/Staff Liaison will call the roll each time.

Rules for Public Comment

The following rules apply to agenda items eligible for public comment:

- The Mayor/Chair shall state the matter to be heard.
- The Mayor/Chair shall call on staff to present the staff report. At the conclusion, the Members may ask questions of the staff.
- The Mayor/Chair shall call on the applicant (if applicable) to present. At the conclusion, the Members may ask questions of the applicant.
- Thereafter, the Mayor/Chair shall open the item for public comment and staff shall moderate the public comment period.
- Everyone who wishes will have a chance to address the body. Only one person may speak at a time. Each speaker will be allowed up to 3 minutes to address the body. The Chair shall keep the time and may allow a speaker a limited amount of time to finish if the time expires before a speaker finishes their comments. The City Clerk/Staff Liaison shall keep a record of all comments.
- All questions shall be addressed to the Mayor/Chair, not other Members, staff, or the public. Questions will be answered after all persons have had a chance to speak.
- There shall be no dialogue among the Members, staff or the public during the hearing or public comment. Members may ask questions of persons addressing the body in order to clarify a fact.
- No one will be given an opportunity to speak a second time until everyone has had an opportunity to speak initially. Any second presentations shall be limited to new information and not rebuttals.
- There will be no straw votes of people present.
- When the public comments are done, the Mayor/Chair will close the public comment section and all public call in lines will be muted. Members of the public may remain on the line to continue monitoring the meeting. Thereafter, the Mayor/Chair shall open the item for discussion of the body.

Definitions

- **Council** means the Golden Valley City Council.
- **Members** means all elected and appointed members of the Council, Board of Zoning Appeals, Civil Service Commission, Environmental Commission, Human Rights Commission, Human Services Commission, Open Space and Recreation Commission, Planning Commission and Rising Tides Task Force.
- **Remote Meeting** means a public meeting held by the Council or a Board, Commission, or Task Force of the City of Golden Valley by telephone or other electronic means in accordance with Minn. Stat. § § 13D.02, 13D.021.



7800 Golden Valley Road
Golden Valley, MN 55427

**EMERGENCY ADMINISTRATIVE ACTION 20-20
CANCELLING BOARD & COMMISSIONS ANNUAL APPRECIATION DINNER**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley hereby cancels the 2020 Board & Commissions Annual Appreciation Dinner, scheduled for April 30, 2020.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is positioned above a horizontal line.

Date: April 6, 2020

Timothy J. Cruikshank, City Manager



7800 Golden Valley Road
Golden Valley, MN 55427

EMERGENCY ADMINISTRATIVE ACTION 20-21 MODIFYING CRITICAL SECTOR DETERMINATION TABLE

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley designates the employees on the attached Critical Sector Determination Table as critical sector employees, as defined by Minnesota Emergency Executive Order 20-33. This is an update to the table approved by the City Manager on March 27, 2020 pursuant to modifications to the Critical Sector list contained in Minnesota Executive Action 20-33 (April 8, 2020).

These designations shall remain in effect until Executive Order 20-33 expires, unless repealed or modified by subsequent City Manager or Council action.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Date: April 9, 2020

Timothy J. Cruikshank, City Manager

CRITICAL SECTOR DETERMINATION TABLE

UPDATES TO EMPLOYEE STATUS PURSUANT TO MINN. EXEC. ORDER 20-20 & 20-23

Pursuant to Governor Walz’s Executive Order 20-20 (March 25, 2020), as amended and clarified from time to time, only employees performing Critical Sector work may leave home to perform this work. The following additional limitations also apply:

- **All Critical Sector workers who can work from home must do so.**
- **Allowed activities and work performed in the above Critical Sectors should, to the maximum extent possible, be conducted in a manner that adheres to Minnesota Occupational Safety and Health Standards and the Minnesota Department of Health and CDC Guidelines related to COVID-19, including social distancing and hygiene.**
- People at risk of severe illness from COVID-19 are strongly urged to stay home, even when the executive order would allow them to leave their home or residence.
- Critical Sector exemptions apply only to travel to and from an individual’s home or residence and place of work and an individual’s performance of work duties that cannot be done at their homes or residence. Travel may include transportation to and from child care or school settings as necessary to ensure the safe care of children.

Under the Order, Critical Sector employees are workers performing all other governmental functions which are necessary to ensure the health, safety, and welfare of the public, to preserve the essential elements of the financial system of government, and to continue priority services as determined by a political subdivision of the State. All political subdivisions of the State will determine the minimum personnel necessary to maintain these governmental operations. Additionally, the Order provides specific guidance on a number of roles at the City. After reviewing the order, the City of Golden Valley has determined that its Critical Sector workers are:

	Critical Sector Employees These employees may travel to work only if necessary. All Critical Sector employees who can work from home must do so.	Not Critical Service Employees These employees should work from home, if possible, but may not travel to work	
City Manager	<ul style="list-style-type: none"> ▪ City Manager ▪ City Council Members ▪ City Clerk 		Exec. Order 20-20 § 6(i)(iii); Exec. Order 20-20 § 6(i)(i).
Administrative Services	<ul style="list-style-type: none"> ▪ Accountant ▪ Accounting Coordinator ▪ Accounting Technician ▪ Finance Director ▪ Information Technology Specialist ▪ Information Technology Supervisor ▪ Information Technology Tech ▪ Utility Billing Specialist ▪ Deputy Registrar Supervisor 	<ul style="list-style-type: none"> ▪ Accounting Intern ▪ Motor Vehicle License Clerk ▪ Assessments/AP Tech 	Exec. Order 20-20 § 6(h); Exec. Order 20-20 § 6(l); Essential Critical Infrastructure Workforce Advisory ; clarification letter from DVS (April 3, 2020).
Communications	<ul style="list-style-type: none"> ▪ Communications Director ▪ Communications Specialist ▪ Web Graphic Designer 		Exec. Order 20-20 § 6(h).
Human Resources	<ul style="list-style-type: none"> ▪ Human Resources Director ▪ Assistant to City Manager’s Office 		Exec. Order 20-20 § 6(i)(iii).
Police	<ul style="list-style-type: none"> ▪ Police Chief ▪ Commander ▪ Police Operations Supervisor ▪ Sergeant ▪ Investigator ▪ Patrol Officer/School Resource Officer ▪ Lead Community Service Officer ▪ Community Service Officer 	<ul style="list-style-type: none"> ▪ Administrative Assistant ▪ Support Services Coordinator 	Exec. Order 20-20 § 6(b)); Exec. Order 20-20 § 6(ee)).
Fire	<ul style="list-style-type: none"> ▪ Fire Chief ▪ Deputy Fire Chief ▪ Assistant Fire Chief ▪ Paid On-Call Firefighters ▪ Paid On-Call Fire Officers ▪ Fire Property Maintenance Specialist 	<ul style="list-style-type: none"> ▪ Administrative Assistant 	Exec. Order 20-20 § 6(b); Exec. Order 20-20 § 6(iv).

Legal	<ul style="list-style-type: none"> ▪ City Attorney 		Exec. Order 20-20 § 6(cc).
Parks & Recreation	<ul style="list-style-type: none"> ▪ Director of Parks and Recreation ▪ Facilities and Recreation Supervisor ▪ Golf Operations Manager ▪ Park and Recreation Administrative Assistant ▪ Golf Maintenance Supervisor ▪ Greens and Turf Specialist ▪ Turf Equipment Tech ▪ Turf Maintenance Assistant ▪ Assistant Golf Operations Manager ▪ Golf Operations Coordinator ▪ Restaurant and Catering Manager (Reassigned) ▪ Head Chef/Kitchen Supervisor (Reassigned) ▪ Lead Cook (Reassigned) ▪ Custodial Maintenance Specialist 	<ul style="list-style-type: none"> ▪ Assistant Senior Program Coordinator ▪ Bartender ▪ Community Center Attendant ▪ Golf Office Assistant ▪ Golf Staff Coordinator ▪ Guest Services Lead ▪ Guest Services Specialist ▪ Indoor Playground Attendant ▪ Lead Pro Shop Cashier ▪ Recreation Coordinator ▪ Recreation Supervisor ▪ Sports Instructor ▪ Dishwasher/Bar-back ▪ Cook ▪ Server (if used for take-out, drive up, or delivery services) ▪ Restaurant and Banquet Staff Coordinator 	<p>Exec. Order 20-20 § 6(c); Exec. Order 20-20 § 6(l); Exec. Order 20-23 § 6(b); Exec. Order 20-38 § 3(kk) – applies to Brookview Golf Course</p> <p>The following places of public accommodation remain closed to the public pursuant to Exec. Orders 20-20 and 20-04:</p> <ul style="list-style-type: none"> • Three One Six (but encouraged to offer food and beverage using deliver service, window service, walk-up service, drive-through service, or drive-up service using social distancing measures outlined in Exec. Order 20-04. Employees highlighted in blue could be considered essential if the Three One Six is reopened) • Brookview • Davis Community Center
Physical Development	<ul style="list-style-type: none"> ▪ Physical Development Director ▪ City Engineer ▪ Assistant City Engineer ▪ Planning Manager ▪ Planner ▪ Environmental Resources Supervisor ▪ Environmental Specialist ▪ GIS Specialist ▪ Engineering Technician II ▪ Engineering Technician III ▪ Building Official ▪ Building Inspector 	<ul style="list-style-type: none"> ▪ Engineering Assistant ▪ Inspections Admin Specialist ▪ Inspections and Development Assistant ▪ Planning Assistant ▪ Physical Development Assistant 	Exec. Order 20-20 § 6(i)(iv); Exec. Order 20-20 § 6(x).
Public Works	<ul style="list-style-type: none"> ▪ Public Works Director ▪ Street Maintenance/Vehicle Maintenance Supervisor ▪ Utility Supervisor ▪ Crew Leader Streets ▪ Crew Leader Utility ▪ Crew Leader Parks ▪ Meter Specialist ▪ Utilities Specialist ▪ Public Works Maint Park ▪ Public Works Inspector ▪ PW Lead-Vehicle Maintenance ▪ Public Works Maintenance-Street ▪ Public Works Maint-Utilities ▪ Public Works Maint-Vehicle ▪ Assistant Forrester 	<ul style="list-style-type: none"> ▪ Administrative Assistant 	Exec. Order 20-20 § 6(e); Exec. Order 20-20 § 6(f); Exec. Order 20-20 § 6(x)); Exec. Order 20-23.



7800 Golden Valley Road
Golden Valley, MN 55427

EMERGENCY ADMINISTRATIVE ACTION 20-22 TEMPORARILY MODIFYING LIQUOR LICENSE APPLICATION PROCEDURES

Pursuant to Mayoral Proclamation and Council Resolution effective March 17, 2020, the City of Golden Valley will temporarily extend the deadline to submit applications for liquor licenses from May 1, 2020 to May 15, 2020 and the City Clerk will make certain modifications to the application form to facilitate electronic application submissions.

This action will continue indefinitely until repealed or modified by subsequent City Manager or Council action.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Date: April 13, 2020

Timothy J. Cruikshank, City Manager



7800 Golden Valley Road
Golden Valley, MN 55427

EMERGENCY ADMINISTRATIVE ACTION 20-23 ADOPTING TEMPORARY WORKSITE SAFETY POLICIES

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley hereby adopts the City of Golden Valley Temporary Worksite Safety Policies.

These policies replace the City of Golden Valley Temporary Decontamination Policy. Administrative Action 20-12, is hereby repealed.

The City of Golden Valley Temporary Worksite Safety Policies will continue in effect indefinitely until repealed or modified by subsequent City Manager or Council action.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Date: April 17, 2020

Timothy J. Cruikshank, City Manager

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Introduction and Purpose

The City of Golden Valley values the health and safety of its employees and community members. In response to the COVID-19 pandemic, the City Manager enacts these Temporary Worksite Safety Policies. These policies shall remain in place until repealed by action of the City Manager. Where there is a conflict between any Temporary Worksite Safety Policy and a department specific policy (approved by human resources), the department specific policy shall control. Employees must continue to follow the [City’s Temporary Employment Policies](#).

Current Temporary Worksite Safety Policies:

Temporary Decontamination Policy	2
Temporary Vehicle and Equipment Use Policy.....	4
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Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Temporary Decontamination Policy

Effective 04/17/2020

Introduction

During a health emergency, some City facilities may be closed. In these situations, staff shall, to the extent possible, work remotely. Periodically employees may need to enter closed City facilities to perform critical services. In addition to the requirements of this Decontamination Policy, the City shall follow the preventative measures and recommendations of the Center for Disease Controls (CDC) and OSHA. Employees may refer to the short [video guides](#) for the decontamination procedures below.

Purpose

The purpose of this Decontamination Policy is to provide employees with procedures to consistently and effectively maintain the cleanliness of City property and facilities, thereby minimizing the spread of germs.

All employees entering closed City facilities, operating City equipment, or handling City property during a closure shall follow this Decontamination Policy.

Supplies

The City will provide the necessary equipment and supplies needed to carry out this Decontamination Policy. The supplies inventory will be maintained by Public Safety Staff and employees should immediately notify the on-duty employee at the Public Safety front desk (763-593-8056) when inventory is low in any City facility. The following supplies will be located at or near the main entrances in each building:

- Spray bottles (3% bleach to water solution)
- Paper towels
- Hand Sanitizer
- Gloves

Cleaning and Disinfecting Procedures

Facilities

1. Employees shall obtain the necessary supplies upon entering the building.
2. Employees shall use the supplies to decontaminate/wipe down the following:
 - any door handles encountered on the way to their work areas,
 - the employee's personal workspace, and
 - common places including, door knobs, plumbing fixtures, counter tops, desks, computers, etc.
3. Employees may not handle equipment, office supplies, or other such materials belonging to another employee.

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



4. Any shared electronics, including computer monitors, tablets, and the copier control screens must be cleaned with antibacterial or disinfecting wipes. Employees should not use bleach spray or other harsh chemicals on these items.
 - Keyboards, mice, and other plastic items should be cleaned by a Clorox wipe or by spraying bleach solution into a rag and wiping it down. Employees should ensure liquid solution does not drip into the electronics and allow ample time for drying before use.
5. Employees shall also wash their hands upon entry and exit from the building and after using the restroom.
 - Employees are also encouraged to wash their hands regularly while performing their tasks in the City facilities.
6. Employees shall follow the same procedures in reverse when exiting the building.

Vehicles and Equipment

1. Employees shall decontaminate/wipe down assigned vehicles and equipment before and after each use. This includes, but is not limited to door handles, steering wheels, levers, controls, buttons, and the dashboards.

Employees are encouraged to discuss any concerns and questions with their supervisor or Department Head.

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Temporary Vehicle and Equipment Use Policy

Effective 04/17/2020

The purpose of this temporary policy is to reduce the risk of exposure to COVID-19 while employees complete critical services that require the use of City vehicles and equipment.

1. Only one employee is permitted to occupy a City vehicle at one time, and shall operate the vehicle or equipment that the employee is assigned, with the following exceptions:
 - a. Public Safety personnel
 - b. During a vehicle maintenance repair transport: one person shall occupy the driver's seat and one shall occupy the back seat
2. If an employee is required to operate machinery or equipment, the employee should make every effort to stay in the equipment or vehicle as much as possible.
3. Employees shall follow the City's [Temporary Decontamination Policy](#) for all vehicles and equipment.

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Temporary Facial Covering (Masks) Policy

Effective 04/17/2020

Introduction and Purpose

To prevent the spread of COVID-19 the Centers for Disease Control and Prevention (CDC) regularly updates its guidance. COVID-19 can spread between people who are interacting in proximity—for example, speaking, coughing, or sneezing—even if those people are not exhibiting symptoms. As such, the CDC recommends wearing a cloth face covering in public settings, particularly where other social distancing measures are difficult to maintain. It is the CDC's position that a facial covering protects other people around the wearer, but does not protect the wearer. This policy allows employees to wear a cloth mask or similar face covering ("Mask") in the workplace during the COVID-19 health crisis until face coverings are no longer recommended by the CDC. Employees may refer to the short [video guide](#) for proper mask use.

Required Facial Covering

Employees shall wear a Mask while performing on-site job responsibilities where the employee is working in proximity to another individual and social distancing measures are difficult to maintain. This includes but is not limited to performing on-site field inspections, police patrol functions, fire response, public works utility inspections, public works road repairs, vehicle maintenance repair work, golf course maintenance duties, golf course operations, and City park and open space monitoring duties. The City shall provide a cloth face Mask to employees who are required to wear them under this policy. Employees should contact their supervisor to request a Mask prior to performing responsibilities at a jobsite.

Per CDC guidelines, employees who are not performing the functions of a healthcare worker or medical first responder shall not be issued surgical masks or N-95 respirators.

Laundering Masks

Masks shall be washed and dried daily following [CDC recommendations](#). Employees shall follow the instructions below and adhere to any additional department-specific instructions.

Golf Operations and Golf Maintenance

After each use, Golf Operations and Golf Maintenance employees shall place Masks in the washing machine at the golf driving range.

Physical Development

After each use, Engineering and Inspections employees shall place Masks in the Street department washing machine.

Public Works

After each use, Utilities Maintenance employees shall place Masks in the Utility Maintenance washing machine. Street, Park, and Vehicle Maintenance employees shall place Masks in the Street department washing machine.

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Voluntary Facial Covering

Employees who are not required, but prefer to wear a cloth face Mask, may do so as long as the employee is still able to perform the essential functions of their job.

The City will prioritize distribution of Masks based on requirements of positions. Employees who voluntarily choose to wear a Mask may not receive a City-issued Mask.

Homemade Facial Covering

Employees other than healthcare workers or medical first responders may bring their own Masks. Employees who bring their own Masks are encouraged to consult and follow CDC Guidelines (Appendix A) and CDC Face Covering Do's and Don'ts (Appendix B). Employees may not use materials that violate the City's Respectful Workplace policy, including materials that contain offensive pictures or language. Additionally, employees who voluntarily use Masks are encouraged to consult and follow the [CDC guidelines on laundering masks](#) and clothing items.

Personal Protective Equipment (PPE)

Employees shall continue to follow all current department policies on the use of Masks and Personal Protective Equipment (PPE). This includes, but is not limited to Police, Fire, Public Works, and Golf Maintenance.

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Temporary Field Inspections Policy

Effective 04/17/2020

The purpose of this Temporary Field Inspections Policy is to ensure the safety and health of City employees while they perform essential field inspections during the COVID-19 health pandemic. Employees identified to perform such responsibilities are listed on the City's Critical Services Determination Table. Under this policy, employees shall follow the procedures outlined below.

1. Employees shall take precautions by using PPE (including masks and gloves) and by following the City's [Temporary Decontamination Policy](#) and the [Temporary Facial Covering Policy](#).
2. To the greatest extent possible on-site field inspections shall be completed through the use of video, live-streamed video (e.g., FaceTime), or review of high-quality pictures submitted by the permit holder.
3. Field inspections shall be conducted only when, in the sole discretion of the City Engineer or Building Official, all of the following requirements are met:
 - Pictures, video, or other information are not adequate, practical, or available to adequately evaluate site conditions or determine code compliance;
 - The field inspection takes place outside, such as a new construction site, and the employee does not enter a building, construction trailer, or vehicle with another occupant;
 - The employee follows all social distancing requirements related to COVID-19 and recommended by the Centers for Disease Control and Prevention (as amended from time to time);
 - The job site or inspection location is unoccupied by others; and
 - The employee does not enter an occupied or inhabited home.
4. Employees shall follow the City's [Temporary Vehicle and Equipment Use Policy](#).

Additionally, any employee, upon arrival at a job site, may elect not to complete an inspection if they determine the conditions are unsafe, unsanitary, or social distancing protocols have not been or cannot be followed. If an employee determines that an inspection will not take place, the employee shall immediately notify their supervisor and department head.

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Temporary Public Works On-Site Work Policy

Effective 04/17/2020

The purpose of this Public Works Work-Site Policy is to ensure the safety and health of City employees while they deliver critical services during the COVID-19 health pandemic. Employees identified to perform such responsibilities are listed on the City's Critical Services Determination Table. Under this policy, employees shall follow the procedures outlined below.

1. To the extent possible, only one employee shall perform the required tasks to deliver critical services and perform daily rounds.
2. When two or more employees are required to deliver critical services, the department supervisors may stagger the start and end times of each employee. Additionally, employees shall:
 - Perform only assigned tasks, using only assigned equipment;
 - Follow the City's [Temporary Decontamination Policy](#) and [Temporary Facial Coverings \(Masks\) Policy](#);
 - Follow the City's [Temporary Vehicle and Equipment Use Policy](#);
 - To the extent possible, remain in their assigned vehicle or equipment;
 - Alternate break times and take breaks individually in separate locations; and
 - Report daily time and resources to their division Crew Lead to track in Cartegraph.
 - Maintenance employees who have been assigned an iPad or tablet may use such device to report time and resources.
3. Employees shall follow all social distancing requirements related to COVID-19 and recommended by the Centers for Disease Control and Prevention (as amended from time to time).
4. Staff shall complete their individual timesheets remotely.

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Temporary City Park and Open Space Monitoring Policy

Effective 04/17/2020

The purpose of this policy is to ensure the health and safety of City employees as they perform critical services and monitor the City's parks and open spaces for public compliance with Executive Order 20-20. Employees identified to perform such responsibilities are listed on the City's Critical Services Determination Table. The City shall schedule employees on a staggered and rotating basis to monitor the City parks and open spaces. Using City vehicles employees will monitor and encourage members of the public to adhere to Emergency Executive Order 20-33 and social distancing recommendations. Employees shall follow the procedures outlined below.

1. Employees shall follow the City's [Temporary Decontamination Policy](#) and [Temporary Facial Coverings \(Masks\) Policy](#).
2. Employees shall follow the City's [Temporary Vehicles and Equipment Use Policy](#).
 - In the event that the employees' assigned vehicle is inoperable, the employee should notify their supervisor and pick out a new vehicle (adhering to decontamination procedures).
3. Public Safety (763-593-8079) shall be notified of the Park Monitoring staff on duty.
4. Employees shall perform rounds on throughout the City, monitoring City parks and open spaces for the following occurrences:
 - Individuals using playground equipment; or
 - Groups of 10 or more individuals engaging in activity that is inconsistent with social distancing practices.
5. Employees shall follow all social distancing requirements related to COVID-19 and recommended by the Centers for Disease Control and Prevention (as amended from time to time).
6. If an employee encounters any person(s) engaging in the activities listed above, the employee shall:
 - Maintain a distance of a minimum of six feet from any other person;
 - Communicate the following in a courteous and respectful manner:
 - Inform the individual(s) of Emergency Executive Order 20-33, including the guidance on social distancing;
 - Thank everyone for helping to keep the City safe and healthy; and
 - Point individuals to the City Website for City COVID-19 updates.
7. Under no circumstances should an employee initiate or respond to any conflict with any person(s).
 - If any employee feels uncomfortable, or encounters individuals who are hostile, the employee should remain calm, immediately remove themselves from the situation, and if necessary, employees may contact the Golden Valley Police department (763-593-8079).

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



8. Employees shall keep a log of any contact with members of the public and turn the log in to Public Safety at the conclusion of their shift.
9. Employees shall not allow anyone to access to City vehicles or offer a ride.
10. Upon completion of their shift, the employee shall follow closing procedures.

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Temporary Golf Course Maintenance Policy

Effective 04/17/2020

The purpose of this policy is to ensure the health and safety of City employees performing essential functions for Golf Course Maintenance. Employees identified to perform such responsibilities are listed on the City's Critical Services Determination Table. Employees shall follow the procedures outlined below.

1. To the extent possible, only one employee shall perform the required tasks to deliver critical services and perform maintenance duties.
2. When two or more employees are required to deliver critical services, the department supervisors may stagger the start and end times of each employee. Additionally, employees shall:
 - Perform only assigned tasks, using only assigned equipment;
 - Follow the City's [Temporary Decontamination Policy](#) and [Temporary Facial Coverings \(Masks\) Policy](#);
 - Follow the City's [Temporary Vehicle and Equipment Use Policy](#);
 - To the extent possible, remain in their assigned vehicle or equipment; and
 - Alternate break times and take breaks individually in separate locations.
3. Employees shall follow all social distancing requirements related to COVID-19 and recommended by the Centers for Disease Control and Prevention (as amended from time to time).

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Temporary Golf Course Operations Policy

Effective 04/17/2020 – Revised 04/21/2020

The purpose of this policy is ensure the health and safety of the City employees performing essential functions operating the City's golf course allowable under Emergency Executive Order 20-38. Employees identified to perform such responsibilities are listed on the City's Critical Services Determination Table. Employees shall follow the procedures outlined below.

1. Employees shall follow the City's Temporary Decontamination Policy and Temporary Facial Coverings (Masks) Policy.
 - Employees shall contact their supervisor for procedures of laundering masks.
2. Upon entry to the building employees shall initiate regular operations opening procedures.
3. Employees shall follow the City's Temporary Vehicles and Equipment Use Policy.
 - In the event that the employees' assigned vehicle is inoperable, the employee should notify their supervisor and pick out a new cart (adhering to decontamination procedures).
4. Employees shall perform responsibilities in the following areas:
 - Driving range;
 - Golf shop;
 - Golf course monitoring; and
 - Facilities cleaning
5. Upon completion of their shift, the employee shall follow regular operations closing procedures.

Driving Range Responsibilities

Employees shall staff the driving range to monitor for proper usage. Employees shall also wear appropriate protective equipment to collect golf balls and sanitize the balls, ball basket, and the driving range tee-box after each use. Employees should refer to the Decontamination Policy for cleaning procedures.

Golf Shop Responsibilities

Employees shall staff the desk at the pro shop to receive incoming calls and process reservations. Employees will take credit card payments over the phone. No in-person reservations may be accepted, nor shall staff accept any cash payments.

Golf Course Monitoring Duties

Employees shall be scheduled to operate a golf cart and perform golf course monitoring duties. During these monitoring duties, employees shall continually inspect for the following:

- Proper signage displays and replace any that may be damaged;
- Proper placement of flag sticks;

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



- Social distancing measures, including black "x's" are preserved; and
- Golfers are starting at the appropriate tee-times.

Additionally, employees shall ensure that individuals are following golf course etiquette and established "golfing during COVID-19" requirements. If an employee encounters an individual or group of individuals using the golf course improperly, the employee shall:

- maintain a distance of a minimum of six feet from any other person; and
- remind individual(s) of the expectations

If any person(s) does not cooperate or respond, the employee shall contact a supervisor and if necessary, contact the Golden Valley Police department (763-593-8079).

Disinfecting Restroom Facilities

The employees scheduled to work will be responsible for ensuring that the City public-facing restroom facilities are appropriately supplied with handwashing supplies and cleaned regularly. Employees shall follow the [CDC's Recommendations on Disinfecting Facilities](#). Employees will also ensure that proper signage is displayed and replace signs any that may be damaged. Additionally, restrooms shall be cleaned in the evenings pursuant to regular business operations.

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Appendix A: CDC Guidelines Use of Cloth Face Coverings to Help Slow the Spread of COVID-19

Use of Cloth Face Coverings to Help Slow the Spread of COVID-19

How to Wear Cloth Face Coverings

Cloth face coverings should—

- fit snugly but comfortably against the side of the face
- be secured with ties or ear loops
- include multiple layers of fabric
- allow for breathing without restriction
- be able to be laundered and machine dried without damage or change to shape

CDC on Homemade Cloth Face Coverings

CDC recommends wearing cloth face coverings in public settings where other social distancing measures are difficult to maintain (e.g., grocery stores and pharmacies), **especially** in areas of significant community-based transmission.

CDC also advises the use of simple cloth face coverings to slow the spread of the virus and help people who may have the virus and do not know it from transmitting it to others. Cloth face coverings fashioned from household items or made at home from common materials at low cost can be used as an additional, voluntary public health measure.

Cloth face coverings should not be placed on young children under age 2, anyone who has trouble breathing, or is unconscious, incapacitated or otherwise unable to remove the cloth face covering without assistance.

The cloth face coverings recommended are not surgical masks or N-95 respirators. Those are critical supplies that must continue to be reserved for healthcare workers and other medical first responders, as recommended by current CDC guidance.

Should cloth face coverings be washed or otherwise cleaned regularly? How regularly?

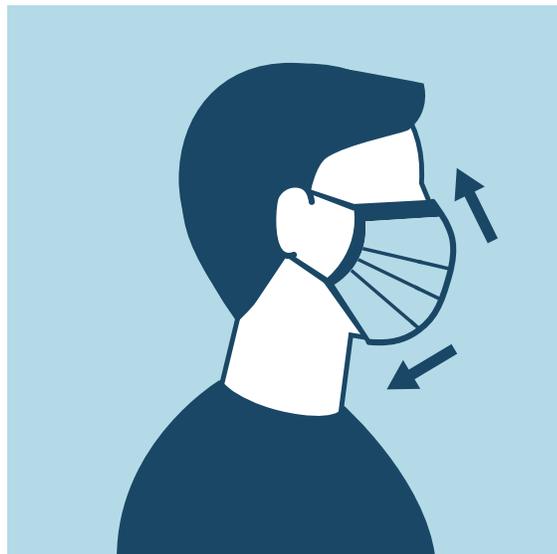
Yes. They should be routinely washed depending on the frequency of use.

How does one safely sterilize/clean a cloth face covering?

A washing machine should suffice in properly washing a cloth face covering.

How does one safely remove a used cloth face covering?

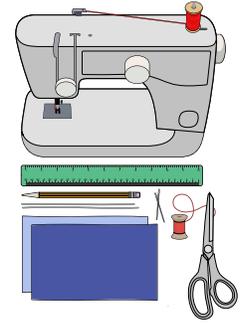
Individuals should be careful not to touch their eyes, nose, and mouth when removing their cloth face covering and wash hands immediately after removing.



Sewn Cloth Face Covering

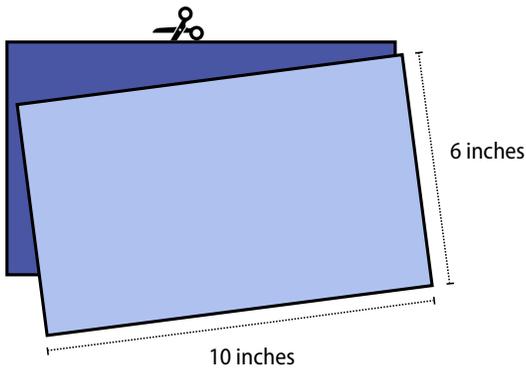
Materials

- Two 10"x6" rectangles of cotton fabric
- Two 6" pieces of elastic (or rubber bands, string, cloth strips, or hair ties)
- Needle and thread (or bobby pin)
- Scissors
- Sewing machine

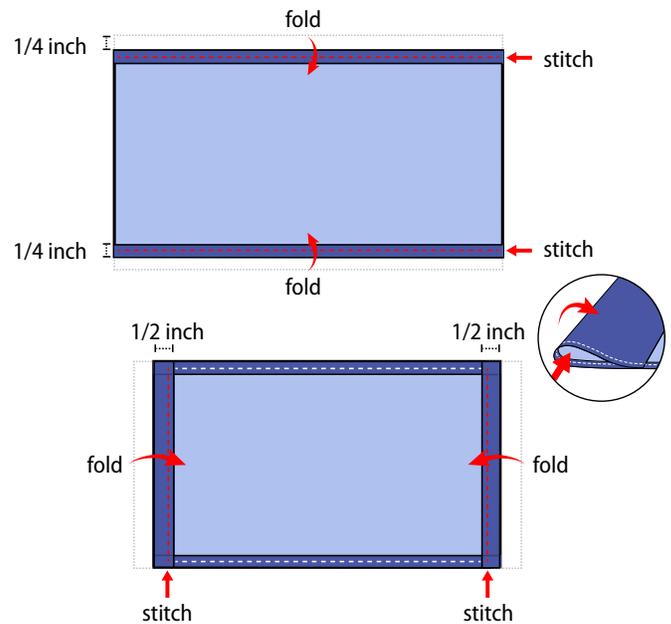


Tutorial

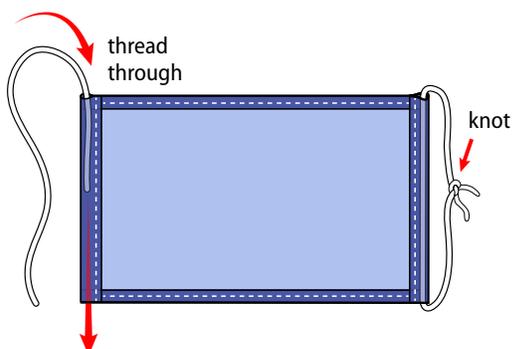
1. Cut out two 10-by-6-inch rectangles of cotton fabric. Use tightly woven cotton, such as quilting fabric or cotton sheets. T-shirt fabric will work in a pinch. Stack the two rectangles; you will sew the cloth face covering as if it was a single piece of fabric.



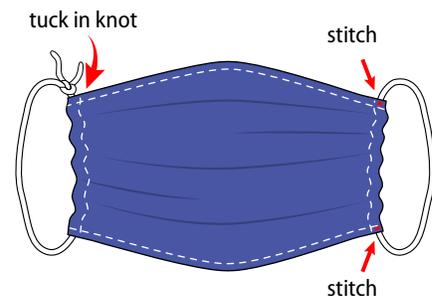
2. Fold over the long sides $\frac{1}{4}$ inch and hem. Then fold the double layer of fabric over $\frac{1}{2}$ inch along the short sides and stitch down.



3. Run a 6-inch length of $\frac{1}{8}$ -inch wide elastic through the wider hem on each side of the cloth face covering. These will be the ear loops. Use a large needle or a bobby pin to thread it through. Tie the ends tight. Don't have elastic? Use hair ties or elastic head bands. If you only have string, you can make the ties longer and tie the cloth face covering behind your head.



4. Gently pull on the elastic so that the knots are tucked inside the hem. Gather the sides of the cloth face covering on the elastic and adjust so the cloth face covering fits your face. Then securely stitch the elastic in place to keep it from slipping.

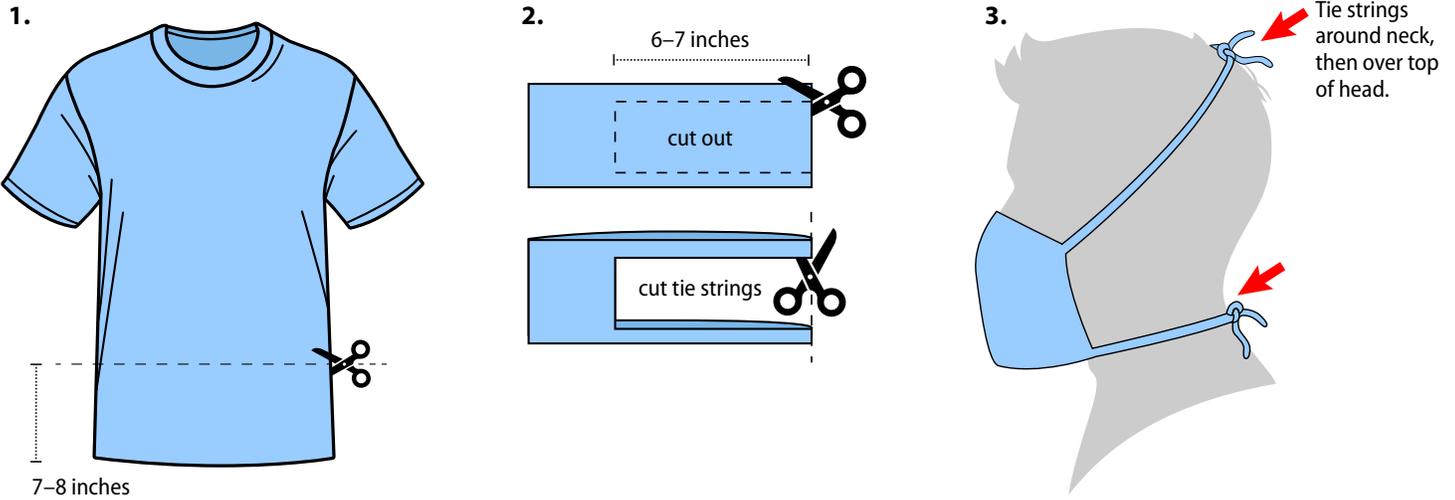


Quick Cut T-shirt Cloth Face Covering (no sew method)

Materials

- T-shirt
- Scissors

Tutorial

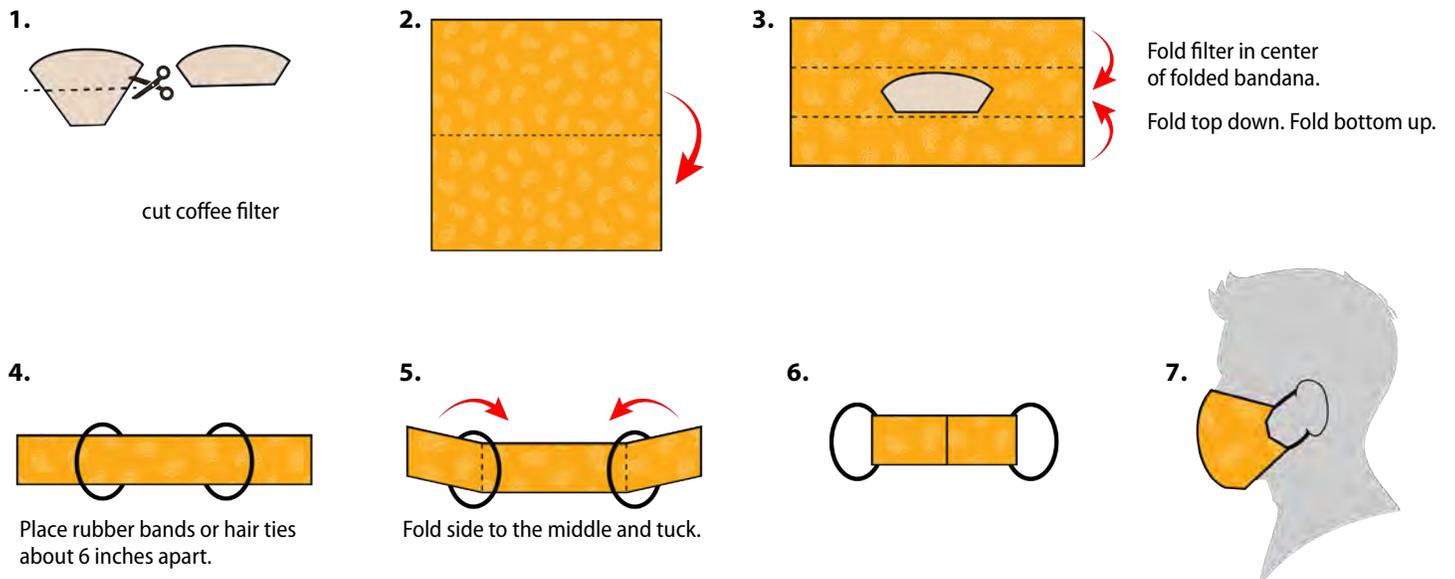


Bandana Cloth Face Covering (no sew method)

Materials

- Bandana (or square cotton cloth approximately 20"x20")
- Coffee filter
- Rubber bands (or hair ties)
- Scissors (if you are cutting your own cloth)

Tutorial



Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Appendix B: Face Covering Do's and Don'ts

Face Covering Do's and Don'ts:

DO:



- ✓ Make sure you can breathe through it
- ✓ Wear it whenever going out in public
- ✓ Make sure it covers your nose and mouth
- ✓ Wash after using

DON'T:

- ✗ Use if under two years old
- ✗ Use surgical masks or other PPE intended for healthcare workers



cdc.gov/coronavirus



7800 Golden Valley Road
Golden Valley, MN 55427

**EMERGENCY ADMINISTRATIVE ACTION 20-24
SUSPENDING INFLOW AND INFILTRATION
AND SUMP PUMP APPLICATION FEES**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley hereby suspends all Inflow and Infiltration Compliance Application fees and Sump Pump Compliance fees.

This suspension will continue indefinitely unless repealed by subsequent City Manager or Council action.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Date: April 14, 2020

Timothy J. Cruikshank, City Manager

**EMERGENCY ADMINISTRATIVE ACTION 20-25
PARKS & REC FEES ADJUSTMENTS**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley Parks and Recreation Department and Brookview Golf will make pro-rated adjustments to fees and charges for programs, classes, lessons, services, and leagues listed on in the 2020 fee schedule. Staff will determine exact fees as required in response to the COVID-19 pandemic.

These adjustments shall remain in effect, unless repealed or modified by subsequent City Manager or Council action.



Date: April 17, 2020

Timothy J. Cruikshank, City Manager

PARK & RECREATION

2020 ADOPTED
FEE

ACTIVITIES

Rates/Fees are printed in Recreation Brochures (Spring/Summer, Fall, Winter)

Adult Activities

Adult Individual Athletics/Fitness	\$20.00-\$100.00
Adult Programs	\$1.00-\$150.00
Adult Sports League Cancelation Fee	\$40.00
Adult Trips/Events	\$5.00-\$75.00
Kickball League	\$125.00-\$175.00
Open Gyms	
Drop-in fee	\$5.00
10-time Punch Pass	\$40.00
Soccer League - Co-Rec	\$425.00-\$550.00
Softball Leagues - Fall	\$400.00-\$500.00
Softball Leagues - Spring/Summer	\$800.00-\$900.00
Volleyball League	\$150.00-\$300.00

Senior Programs / Activities

Craft/Art Classes	\$6.50-\$70.00
Membership Dues	\$6.00-\$50.00
Presentation/Discussion Groups	\$1.00-\$5.00
Special Events	\$4.00-\$40.00
	\$250.00-
Trips - Extended 2-6 Days	\$1,500.00
Trips - One Day	\$8.00-\$95.00

Youth Activities

Youth Athletics	\$20.00-\$150.00
Youth Programs	\$5.00-\$175.00
Youth Trips/Events	\$0.00-\$100.00

BACKYARD INDOOR PLAYGROUND

Daily Rates

Resident	\$4.50
Non-Resident	\$5.50
Socks	\$2.00
10 Punch Pass - Resident	\$35.00
10 Punch Pass - Non-Resident	\$45.00

PARK & RECREATION

**2020 ADOPTED
FEE**

BACKYARD INDOOR PLAYGROUND (continued)

Group Rates

Pre-reservation required; Ratio of 10:1 youth/adult; 1 payment only

Groups of 15 kids or more, max 50, incl	per child	\$4.50
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Party Rates

*Includes 2 hours party room and 10 indoor playground wristbands
- extra wristbands may be purchased for daily rate (max of 20 people
total per party room)*

Resident	\$100.00
Non-Resident	\$120.00

Picnic Packages

Three One Six Grill will provide food package options for party groups.

Private Backyard Indoor Playground Rental

Includes 2 hours of exclusive use and 2 party rooms

Resident	\$250.00
Non-Resident	\$280.00
Additional hour	\$100.00

OTHER PARK & RECREATION FEES

Athletic Field

Resident - no attendant	per hour / per field (min 2 hrs)	\$25.00
Resident - with attendant	per hour / per field (min 2 hrs)	\$35.00
Non Resident - no attendant	per hour / per field (min 2 hrs)	\$35.00
Non Resident - with attendant	per hour / per field (min 2 hrs)	\$45.00
W/Ligt (Requires attendant)	per hour / per field	\$10.00
All day tournament		
Resident	per field / per day	\$150.00
Non-resident	per field / per day	\$250.00
Field Attendant	per hour	\$15.00

Beer/Wine Permit (only with Picnic Shelter rental)	\$50.00
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Davis Community Center Gym

Resident	per hour	\$30.00
Non-resident	per hour	\$40.00

PARK & RECREATION

**2020 ADOPTED
FEE**

OTHER PARK & RECREATION FEES - continued

Entire Park Use -- plus facility rental fees (up to 12 hours)			
Resident			\$300.00
Non-resident			\$450.00
Equipment Use Fee Permit			
Inflatable, climbing wall, zipline, etc	Each		\$25.00
Gazebo/Sun Shelter			
<i>Brookview only - Available from 11:00 am-dusk and only in conjunction with Large Shelter Rental for wedding ceremonies</i>			
Resident	per hour		\$50.00
Non-resident	per hour		\$75.00
Hockey Rink (outdoor)			
Resident	per hour		\$25.00
Non-resident	per hour		\$35.00
Park Shelter Building			
Resident	per hour (minimum 2 hrs)		\$35.00
Non-resident	per hour (minimum 2 hrs)		\$40.00
Key Deposit	refundable when returned		\$25.00
Picnic Shelter Damage Deposit			\$250.00
Picnic Shelter Rental			
Small Park Shelter (up to 50 people)			
Resident			\$115.00
Non-resident			\$130.00
Large Park Shelter (up to 100 people)			
Resident			\$150.00
Non-resident			\$170.00
Professional Photo/Video Use of Specific Park Area (plus facility rental fees)			
Resident	per hour		\$100.00
Non-resident	per hour		\$125.00
Sand Volleyball Court-Brookview (2 courts)			
Resident	per hour		\$30.00
Non-resident	per hour		\$35.00

PARK & RECREATION

2020 ADOPTED
FEE

OTHER PARK & RECREATION FEES - continued

Tennis or Pickleball Court

Tournament - per day/per court

Resident	\$50.00
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Non-resident	\$60.00
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Court/hr

Resident	per hour	\$6.00
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Non-resident	per hour	\$8.00
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Youth Athletic Association

Player Field Maintenance Fee

Resident & Non-resident	per person	\$8.00-\$12.00
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\$100.00-

Organization Field Maintenance Fee	per organization	\$2,000.00
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**EMERGENCY ADMINISTRATIVE ACTION 20-26
PRO-RATING CERTAIN LICENSE FEES**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley will issue partial refunds for the 2020 license fees listed below. Refunds will be equal to a pro-rated weekly amount of the total license fee and will be calculated by:

- a. converting the annual fee to a weekly pro-rated amount by dividing the total fee by 52; and
- b. multiplying the weekly prorated amount by the number of weeks (full or partial) that the establishment was required to be closed by any executive order issued by the Governor of the State of Minnesota, including but not limited to Minn. Exec. Orders 20-20 and 20-33.

Licensees shall apply for a refund in a form acceptable to the City Clerk. Refunds will be issued on or before December 31, 2020.

Affected License Fees:

- Massage therapist premise license
- On-sale 3.2 percent malt liquor license
- On-sale intoxicating liquor license
- On-sale wine license
- On-sale club license
- On-sale intoxicating liquor license with Sunday sales
- Brewpub on-sale intoxicating liquor license
- Brewpub on-sale 3.2 percent liquor license
- Brewer taproom on-sale liquor license
- Cocktail on-sale license and micro-distillery cocktail room licenses

This action will continue indefinitely unless repealed by subsequent City Manager or Council action.



Date: April 14, 2020

Timothy J. Cruikshank, City Manager



7800 Golden Valley Road
Golden Valley, MN 55427

**EMERGENCY ADMINISTRATIVE ACTION 20-27
EXTENDING COLLECTION OF CITY SAC & WAC CHARGES**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley will extend the due date of all deferred City water and sewer access charges incurred before March 1, 2020 by waiving all payments due in 2020 and adding an additional year to the existing deferred term. No interest shall accrue during the 2020 calendar year.

This action will continue indefinitely unless repealed by subsequent City Manager or Council action.

Date: April 14, 2020

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Timothy J. Cruikshank, City Manager

**EMERGENCY ADMINISTRATIVE ACTION 20-28
ENDING EMERGENCY ADMINISTRATIVE ACTION 20-12
AND AUTHORIZING THE OPENING OF BROOKVIEW GOLF COURSE**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley hereby

- repeals Emergency Administrative Action 20-13;
- modifies Emergency Administrative Action 20-03 to allow limited public access to Brookview Golden Valley for the sole purpose of using restroom facilities;
- and authorizes the opening of Brookview Golf Course as of 5:00 am on Saturday, April 18, 2020 pursuant to Minnesota Executive Order 20-38.

This action shall continue until repealed or modified by subsequent City Manager or Council action.



Date: April 17, 2020

Timothy J. Cruikshank, City Manager



7800 Golden Valley Road
Golden Valley, MN 55427

**EMERGENCY ADMINISTRATIVE ACTION 20-29
ADOPTING CITY FACILITY USE POLICIES FOR THE PUBLIC**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley hereby adopts the City of Golden Valley City Facility Use Policies for the Public.

This action shall continue until repealed or modified by subsequent City Manager or Council action.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", written over a horizontal line.

Date: April 17, 2020

Timothy J. Cruikshank, City Manager

Facilities Use Policies for the Public—Brookview

The City of Golden Valley has established these guidelines and safety measures based on CDC recommendations to ensure the health and safety of the public when visiting City of Golden Valley facilities.

Practice good social distancing and take these other steps to prevent COVID-19:

- Do not visit City facilities if you are sick or have symptoms (i.e., fever, cough, or shortness of breath) of COVID-19.
- Do not visit City facilities if you are sick with COVID-19, were recently exposed (within 14 days) to someone with COVID-19, or just don't feel well.
- Stay at least six feet from others at all times. Avoid physical contact with others, including greetings like hugs and shaking hands.
- Avoid touching your face with your hands and unnecessary contact with frequently touched surfaces.
- Do not go into a crowded area.
- Follow all posted instructions, signs, and social distancing floor markers.
- Cloth face masks can be considered an additional measure to reduce risk in public but are NOT a replacement for social distancing. The MDH website has guidelines for when to wear a mask.
- Do not gather with others outside of your household.
- Wash hands often with soap and water for at least 20 seconds, especially after going to the bathroom, before eating, and after blowing your nose, coughing, or sneezing.
- Bring hand sanitizer with at least 60% alcohol to use if soap and water are not available.
- Organized activities and leagues are not allowed.
- No more than 3 people are allowed in the bathroom at one time.

Golf Rules

- All fees must be paid by telephone or online. No cash will be accepted
- No outside beverages are allowed on the course.
- Golfers using the driving range must be spaced at least 6 feet apart.
- Golfers not from the same household may not share equipment, including balls, clubs, bags, etc.
- Motorized carts, pushcarts and rental equipment are not available.
- On-course restrooms are closed.
- Indoor restrooms are open. Up to three customers are allowed in the bathroom at one time. If the bathroom is full, wait in line, at least six feet away from others, outside of the bathroom. Guests are encouraged to use a paper towel when touching door handles, toilet handles and sinks.
- The Golf shop, lawn bowling green and Three One Six Bar + Grill are closed.
- Loitering on the patio or in the parking lot is not allowed. Golfers must leave the premises immediately following their round.
- Black "X's" have been placed at the first tee box and inside the building to remind customers to follow 6 foot social distancing rules. Each tee throughout the golf course

has a social distancing reminder sign. Guests must following all social distancing instructions throughout the course.

- Follow all instruction from City staff.
- Do not leave anything behind or share your personal belongings with others.

If you have questions or concerns, call 763-512-2300.

**EMERGENCY ADMINISTRATIVE ACTION 20-30
UPDATING TEMPORARY EMPLOYMENT POLICIES
IN RESPONSE TO COVID-19**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley adopts the attached updated City of Golden Valley Temporary Employment Policies in Response to COVID-19.

These Temporary Employment Policies shall remain in effect indefinitely unless modified by subsequent City Manager or Council action.



Date: April 17, 2020

Timothy J. Cruikshank, City Manager

Temporary Employment Policies in Response to COVID-19 Pandemic



The City of Golden Valley values the health and safety of its employees and community members. In response to the COVID-19 pandemic, the City Manager enacts the following temporary employment policies:

Employee Travel.....	2
Employee or Household Illness.....	3
COVID-19 Exposure.....	4
Flexible Work Arrangements	5
PTO and Vacation Maximum Accrual	7
Supervisor Responsibilities	8

Temporary Employment Policies in Response to COVID-19 Pandemic



Employee Travel

Effective 3/12/2020 – Revised 3/19/2020

- All employee business-related travel is prohibited, including local travel. Employees should contact their supervisor if they have questions about traveling for business purposes.
- Non-critical internal meetings shall be cancelled, or hosted virtually.
- Employees who are planning to travel for personal reasons, or have recently returned from a trip, should notify their supervisor immediately. Employees are encouraged to follow [CDC Guidelines and Recommendations](#).
 - Employees returning from vacation may be asked to self-quarantine for a period of up to 14 days without symptoms. Employees may continue to work remotely if they are able.
 - If at any time an employee develops symptoms, they should contact their supervisor as soon as practicable.

Temporary Employment Policies in Response to COVID-19 Pandemic



Employee or Household Illness

Effective 3/13/2020 – Revised 3/19/2020

- Employees who appear to have respiratory illness symptoms (i.e. cough, shortness of breath) upon arrival to work or who become sick during the day will be sent home immediately.
- If an employee or a person in the employee's household or under the care of an employee is sick, the employee should stay home until the employee's household is symptom free for at least 24 hours. Employees must also be fever-free without the use of fever-reducing medicine for at least 24 hours before returning to work.
 - Symptoms may include: persistent cough, runny nose, or sore throat, fever (100.4° oral), shortness of breath, or vomiting or diarrhea within the last 24 hours as a result of illness or unidentified cause.
- If an employee needs to stay home sick, they should notify their supervisor as soon as practically possible.

Temporary Employment Policies in Response to COVID-19 Pandemic



COVID-19 Exposure

Effective 3/13/2020 – Revised 3/15/2020 – Revised 3/19/2020

- If an employee or someone an employee has come in contact with tests positive for COVID-19, the employee should notify their supervisor or human resources immediately.
 - Per CDC guidelines, employees who have been exposed to someone with a confirmed or suspected case of COVID-19 should remain home for a minimum of 14 days without symptoms, or until such time that the suspected case of exposure is confirmed negative.
 - If at any time an employee develops symptoms they should contact their supervisor immediately.
- If the City learns of a possible exposure to COVID-19 at work, all affected employees will be notified.
 - The City will protect the privacy of employees, in accordance with the Americans with Disabilities Act.
- If an employee contracts COVID-19 as a result of their responsibilities in the workplace, Worker's Compensation benefits may apply. Please contact human resources.
- [Per CDC guidelines](#), if an employee tests positive for COVID-19, the employee may return to work only after the following have occurred:
 - Employee has had no fever (without the use of fever-reducing medicine) for at least 72 hours;
 - Employee's other symptoms have improved and
 - At least 7 days have passed since the first appearance of the employee's symptoms.

Temporary Employment Policies in Response to COVID-19 Pandemic



Flexible Work Arrangements

Effective 3/15/2020 – Revised 4/3/2020 – Revised 4/10/2020 – Revised 04/17/2020

All employees will continue to be paid at their normal rate of pay.

- Employees who are able to work remotely, should do so until further notice.
 - Employees who work remotely should continue to work their normal hours unless they have made other arrangements with their supervisor.
 - Employees who are unsure whether or not they can work remotely, should contact their supervisor.
 - Employees who need to make arrangements to work remotely should work with their supervisor to make the required preparations. If employees need to visit the office, the employee and supervisor should work together to arrange a specific time for the employee to come to the office. Staff should make every effort to minimize the number of people in the building.
 - All staff visiting City buildings shall follow the Temporary Decontamination Policy ([Temporary Worksite Safety Policies](#)).
 - *Employees deemed critical who are able to work on-site shall follow the City's [Temporary Worksite Safety Policies](#) and department-specific policies related to worksite safety and use of personal protective equipment (PPE).*
- Employees who cannot work remotely should be available to work during their regular hours, but should not report to work unless instructed to do so by their supervisor. All employees will continue to be paid at their normal rate of pay, unless otherwise noted below.
- Employees may be called in to work as situations change/evolve.
 - This means that all employees should be reachable and available to work during their regular work hours. If an employee has a pre-approved vacation the employee must use PTO/Vacation for that time, unless the vacation is cancelled. Employees should notify their supervisor if they intend to cancel their vacation.
 - Additionally, if an employee is unable work because they are sick or are caring for a family member who is sick, unrelated to COVID-19, the employee shall use PTO/sick leave until they are able to return to work. In this case, other leave benefits may apply, please contact human resources with questions. If the employee is unable to work based on a situation related to COVID-19, the employee should refer to the [COVID-19 Temporary Federal Leave Policies](#) and contact human resources.

Temporary Employment Policies in Response to COVID-19 Pandemic



- All non-regular employees (including interns and Brookview staff) will be paid for all of the hours for which they have been scheduled.
- Beginning April 2, 2020 the following policy amendments shall take effect:
 - Except as noted below, non-regular employees who are no longer scheduled to work due to facility closures shall continue to be paid bi-weekly at their regular rate of pay. The number of hours for which the employee will be paid each pay period shall be based upon the average number of hours the employee worked over the previous six pay periods (from 12/23/2019-3/15/2020). Three One Six Restaurant employees shall be paid for the average number of hours worked over the same six pay periods, excluding the week of February 3 – February 9 (during which time the facility was closed for operational repairs).
 - For the purposes of this policy, non-regular employees include individuals in the following positions:
 - Server
 - Bartender
 - Cook
 - Dishwasher/Bar-Back
 - Restaurant and Banquet Staff Coordinator
 - Golf Staff Coordinator
 - Lead Pro-Shop Cashier/Pro-Shop Cashier
 - Guest Services Lead
 - Community Center Attendant
 - Indoor Playground Attendant
 - Sports Instructor
 - Assistant Senior Program Coordinator
 - Building and Grounds Maintenance Worker
 - Temporary employees whose positions have an established end date based on normal operating procedures shall end their employment on the normally scheduled date and shall not be entitled to pay after that date. These positions include: Warming House Attendants, Sports/Athletic Instructors, and Accounting Intern.
- *Beginning April 17, 2020, 5 pm, the City has implemented temporary layoffs of employees in the positions listed above.*
- Emergency Management/Public Safety personnel shall follow directives of their department leadership.

Temporary Employment Policies in Response to COVID-19 Pandemic



PTO and Vacation Maximum Accrual

Effective 4/8/2020

Under the City's existing leave policies employees accrue vacation hours or paid time-off (PTO) hours each pay period. The hours are accrued according to an accrual schedule, which is based on an employee's years of service. Each accrual schedule has a maximum number of accrual hours. The City's current vacation and PTO accrual schedules can be found [here](#). Under existing policies, an employee no longer accrues vacation or PTO hours once they have reached the maximum number of accrual hours within their schedule.

Temporary Policy and Conditions

Under this temporary policy, employees are eligible to accrue vacation and PTO hours beyond their existing maximum accrual, provided all of the following conditions are met:

- The employee is a full-time regular or part-time regular benefit earning employee;
- The employee is within 40 hours of, or has already exceeded, their existing maximum accrual balance at any time between April 8, 2020 and December 31, 2020;
- the employee has submitted a vacation or paid time-off request between April 8, 2020 and December 31, 2020, and
- the employee's Department Head or the City Manager denied the employee's vacation or paid-time off request to preserve continuity of City operations.

If an employee reaches the maximum vacation or PTO accrual within their schedule, but has not been denied the opportunity to use such leave, the employee shall stop accruing leave hours pursuant to the existing vacation and PTO policies.

Process

When an employee meets the conditions listed above the employee should email their department head and human resources with a request to extend their vacation or PTO maximum accrual. The request shall be reviewed and approved or denied by the City Manager.

Upon approval, employees shall continue to accrue vacation or PTO hours above their existing maximum accrual until December 31, 2020. All vacation hours and PTO hours accrued beyond the existing maximum accrual must be used by December 31, 2020. Employees shall follow normal vacation or PTO request policies and procedures.

Vacation or PTO hours accrued beyond the existing maximum accrual shall not carry over to the following calendar year, nor will the accrued hours be paid out to employees in the form of cash or any other type of compensation.

Additionally, all vacation hours and PTO hours that are accrued above the employee's existing maximum accrual will not be paid out to an employee upon separation from employment in the form of cash, or used in any manner other than what is stated in this policy.

Temporary Employment Policies in Response to COVID-19 Pandemic



Supervisor Responsibilities

Supervisors are responsible for the following responsibilities:

- Ongoing and regular communication with employees (both working and non-working) including messages from the Emergency Management Team and Department Head.
- Fill out and approve timecards.

Supervisors: please ensure you have the primary phone number and email for each of your employees, your direct supervisor, and your Department Head. Additionally, you should have the contact information for the following individuals:

- Tim Cruikshank, City Manager – (763-593-8003)
- Kirsten Santelices, Human Resources Director (all employee-related questions) – (763-593-3989)
- Ted Massicotte, Deputy Fire Chief (Interim Emergency Management Director) – (763-593-8080)
- Internal Only Public Safety Line – (763-593-8056)
- Wanita Williams, Accountant (payroll questions) – (763-593-8011)
- Sue Virnig, Finance Director (back-up payroll questions; expenses) – (763-593-8010)
- Cheryl Weiler, Communications Director (Crisis Communications Director) – (763-593-8004)

EMERGENCY ADMINISTRATIVE ACTION 20-31 IMPLEMENTING HIRING SUSPENSION WAIVER APPROVAL PROCESS

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, and in response to recent guidance and action by the state government allowing certain types of business to open, the City of Golden Valley hereby implements the following Hiring Suspension Waiver Approval Process:

Hiring Suspension Waiver Approval Process

- To hire an employee or recall an employee that has been temporarily laid off, hiring managers must first consult with Human Resources to determine if an employee is needed.
- If an employee is needed, the Department Head must email a completed Hiring Suspension Waiver Request to Kirsten Santelices in Human Resources. The Human Resources Director and City Manager will review the business case for the request, and either approve or deny the request in a timely fashion. Departments may only hire employees after the City Manager and Human Resources director have issued a pre-approval.

Hiring Suspension Waiver Criteria

- The request must comply with all requirements of any Minnesota Executive Orders and other applicable laws, rules, and polices in effect at the time of the request.
- Other criteria will include:
 - Whether the position is required to provide City services;
 - Whether employees from other departments can be reassigned;
 - Whether the position is required to meet minimum staffing levels (if applicable);
 - Whether the City has the ability to fund the position.
- If the employee is being recalled from a temporary layoff, the Temporary Employee Recall Policy shall apply.

This action modifies in part Emergency Executive Action 20-08. This action shall remain in effect indefinitely unless modified by subsequent City Manager or Council action.

Date: April 21, 2020



Timothy J. Cruikshank, City Manager



7800 Golden Valley Road
Golden Valley, MN 55427

**EMERGENCY ADMINISTRATIVE ACTION 20-32
UPDATING TEMPORARY EMPLOYMENT
POLICIES IN RESPONSE TO COVID-19**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley adopts the attached updated City of Golden Valley Temporary Employment Policies in Response to COVID-19, effective April 30, 2020, which include updates made on April 21, 2020 and April 30, 2020.

These Temporary Employment Policies shall remain in effect indefinitely unless modified by subsequent City Manager or Council action.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", written over a horizontal line.

Date: April 30, 2020

Timothy J. Cruikshank, City Manager

Temporary Employment Policies in Response to COVID-19 Pandemic



The City of Golden Valley values the health and safety of its employees and community members. In response to the COVID-19 pandemic, the City Manager enacts the following temporary employment policies:

Employee Travel Policy	2
Employee or Household Illness Policy	3
COVID-19 Exposure Policy.....	4
Flexible Work Arrangements Policy.....	5
Temporary Employee Recall Policy.....	8
PTO and Vacation Maximum Accrual	9
Supervisor Responsibilities	10

Temporary Employment Policies in Response to COVID-19 Pandemic



Employee Travel Policy

Effective 3/12/2020 – Revised 3/19/2020

- All employee business-related travel is prohibited, including local travel. Employees should contact their supervisor if they have questions about traveling for business purposes.
- Non-critical internal meetings shall be cancelled, or hosted virtually.
- Employees who are planning to travel for personal reasons, or have recently returned from a trip, should notify their supervisor immediately. Employees are encouraged to follow [CDC Guidelines and Recommendations](#).
 - Employees returning from vacation may be asked to self-quarantine for a period of up to 14 days without symptoms. Employees may continue to work remotely if they are able.
 - If at any time an employee develops symptoms, they should contact their supervisor as soon as practicable.

Temporary Employment Policies in Response to COVID-19 Pandemic



Employee or Household Illness Policy

Effective 3/13/2020 – Revised 3/19/2020

- Employees who appear to have respiratory illness symptoms (i.e. cough, shortness of breath) upon arrival to work or who become sick during the day will be sent home immediately.
- If an employee or a person in the employee's household or under the care of an employee is sick, the employee should stay home until the employee's household is symptom free for at least 24 hours. Employees must also be fever-free without the use of fever-reducing medicine for at least 24 hours before returning to work.
 - Symptoms may include: persistent cough, runny nose, or sore throat, fever (100.4° oral), shortness of breath, or vomiting or diarrhea within the last 24 hours as a result of illness or unidentified cause.
- If an employee needs to stay home sick, they should notify their supervisor as soon as practically possible.

Temporary Employment Policies in Response to COVID-19 Pandemic



COVID-19 Exposure Policy

Effective 3/13/2020 – Revised 3/15/2020 – Revised 3/19/2020

- If an employee or someone an employee has come in contact with tests positive for COVID-19, the employee should notify their supervisor or human resources immediately.
 - Per CDC guidelines, employees who have been exposed to someone with a confirmed or suspected case of COVID-19 should remain home for a minimum of 14 days without symptoms, or until such time that the suspected case of exposure is confirmed negative.
 - If at any time an employee develops symptoms they should contact their supervisor immediately.
- If the City learns of a possible exposure to COVID-19 at work, all affected employees will be notified.
 - The City will protect the privacy of employees, in accordance with the Americans with Disabilities Act.
- If an employee contracts COVID-19 as a result of their responsibilities in the workplace, Worker's Compensation benefits may apply. Please contact human resources.
- [Per CDC guidelines](#), if an employee tests positive for COVID-19, the employee may return to work only after the following have occurred:
 - Employee has had no fever (without the use of fever-reducing medicine) for at least 72 hours;
 - Employee's other symptoms have improved and
 - At least 7 days have passed since the first appearance of the employee's symptoms.

Temporary Employment Policies in Response to COVID-19 Pandemic



Flexible Work Arrangements Policy

Effective 3/15/2020 – Revised 4/3/2020 – Revised 4/10/2020 – Revised 04/17/2020

Revised 4/30/2020

All employees will continue to be paid at their normal rate of pay.

- Employees who are able to work remotely, should do so until further notice.
 - Employees who work remotely should continue to work their normal hours unless they have made other arrangements with their supervisor.
 - Employees who are unsure whether or not they can work remotely, should contact their supervisor.
 - Employees who need to make arrangements to work remotely should work with their supervisor to make the required preparations. If employees need to visit the office, the employee and supervisor should work together to arrange a specific time for the employee to come to the office. Staff should make every effort to minimize the number of people in the building.
 - All staff visiting City buildings shall follow the Temporary Decontamination Policy ([Temporary Worksite Safety Policies](#)).
 - Employees deemed critical who are able to work on-site shall follow the City's [Temporary Worksite Safety Policies](#) and department-specific policies related to worksite safety and use of personal protective equipment (PPE).
- Employees who cannot work remotely should be available to work during their regular hours, but should not report to work unless instructed to do so by their supervisor. All employees will continue to be paid at their normal rate of pay, unless otherwise noted below.
- Employees may be called in to work as situations change/evolve.
 - This means that all employees should be reachable and available to work during their regular work hours. If an employee has a pre-approved vacation the employee must use PTO/Vacation for that time, unless the vacation is cancelled. Employees should notify their supervisor if they intend to cancel their vacation.
 - Additionally, if an employee is unable work because they are sick or are caring for a family member who is sick, unrelated to COVID-19, the employee shall use PTO/sick leave until they are able to return to work. In this case, other leave benefits may apply, please contact human resources with questions. If the employee is unable to work based on a situation related to COVID-19, the employee should refer to the [COVID-19 Temporary Federal Leave Policies](#) and contact human resources.

Temporary Employment Policies in Response to COVID-19 Pandemic



- The City may provide additional or alternative non-ADA accommodations to support its employees as they work during the COVID-19 pandemic. Employees requesting such accommodations should refer to the [COVID-19 Non-ADA Accommodation Procedures & Request Form](#).
- All non-regular employees (including interns and Brookview staff) will be paid for all of the hours for which they have been scheduled.
- Beginning April 2, 2020 the following policy amendments shall take effect:
 - Except as noted below, non-regular employees who are no longer scheduled to work due to facility closures shall continue to be paid bi-weekly at their regular rate of pay. The number of hours for which the employee will be paid each pay period shall be based upon the average number of hours the employee worked over the previous six pay periods (from 12/23/2019-3/15/2020). Three One Six Restaurant employees shall be paid for the average number of hours worked over the same six pay periods, excluding the week of February 3 – February 9 (during which time the facility was closed for operational repairs).
 - For the purposes of this policy, non-regular employees include individuals in the following positions:
 - Server
 - Bartender
 - Cook
 - Dishwasher/Bar-Back
 - Restaurant and Banquet Staff Coordinator
 - Golf Staff Coordinator
 - Lead Pro-Shop Cashier/Pro-Shop Cashier
 - Guest Services Lead
 - Community Center Attendant
 - Indoor Playground Attendant
 - Sports Instructor
 - Assistant Senior Program Coordinator
 - Building and Grounds Maintenance Worker
 - Temporary employees whose positions have an established end date based on normal operating procedures shall end their employment on the normally scheduled date and shall not be entitled to pay after that date. These positions include: Warming House Attendants, Sports/Athletic Instructors, and Accounting Intern.
- Beginning April 17, 2020, 5 pm, the City has implemented temporary layoffs of employees in the positions listed above.

Temporary Employment Policies in Response to COVID-19 Pandemic



- Emergency Management/Public Safety personnel shall follow directives of their department leadership.

Temporary Employment Policies in Response to COVID-19 Pandemic



Temporary Employee Recall Policy

Effective 4/21/2020

As the City resumes normal business operations, the City may, recall employees who have been temporarily laid off. Departments wishing to recall laid off employees shall follow the requirements of the Hiring Suspension Waiver Approval Process, as modified from time to time. See Emergency Administrative Action 20-31.

The City shall determine which employees to recall according to the following factors:

- The needs of the City, including the needs to fulfill project requirements, deadlines, etc;
- The employee's transferable skills (if the role has changed);
- How the employee performed in their old role; and
- How long the employee has worked at the organization (tenure).

An official notice of recall shall be sent to each recalled employee by email. The employee must respond to the recall notice within three days following receipt of the notice or its attempted delivery, or it will be assumed that the employee is refusing the recall.

If an employee has been laid off for a period of three months or more, the employee may be required to complete pre-employment conditions prior to returning to work.

Temporary Employment Policies in Response to COVID-19 Pandemic



PTO and Vacation Maximum Accrual

Effective 4/8/2020

Under the City's existing leave policies employees accrue vacation hours or paid time-off (PTO) hours each pay period. The hours are accrued according to an accrual schedule, which is based on an employee's years of service. Each accrual schedule has a maximum number of accrual hours. The City's current vacation and PTO accrual schedules can be found [here](#). Under existing policies, an employee no longer accrues vacation or PTO hours once they have reached the maximum number of accrual hours within their schedule.

Temporary Policy and Conditions

Under this temporary policy, employees are eligible to accrue vacation and PTO hours beyond their existing maximum accrual, provided all of the following conditions are met:

- The employee is a full-time regular or part-time regular benefit earning employee;
- The employee is within 40 hours of, or has already exceeded, their existing maximum accrual balance at any time between April 8, 2020 and December 31, 2020;
- the employee has submitted a vacation or paid time-off request between April 8, 2020 and December 31, 2020, and
- the employee's Department Head or the City Manager denied the employee's vacation or paid-time off request to preserve continuity of City operations.

If an employee reaches the maximum vacation or PTO accrual within their schedule, but has not been denied the opportunity to use such leave, the employee shall stop accruing leave hours pursuant to the existing vacation and PTO policies.

Process

When an employee meets the conditions listed above the employee should email their department head and human resources with a request to extend their vacation or PTO maximum accrual. The request shall be reviewed and approved or denied by the City Manager.

Upon approval, employees shall continue to accrue vacation or PTO hours above their existing maximum accrual until December 31, 2020. All vacation hours and PTO hours accrued beyond the existing maximum accrual must be used by December 31, 2020. Employees shall follow normal vacation or PTO request policies and procedures.

Vacation or PTO hours accrued beyond the existing maximum accrual shall not carry over to the following calendar year, nor will the accrued hours be paid out to employees in the form of cash or any other type of compensation.

Additionally, all vacation hours and PTO hours that are accrued above the employee's existing maximum accrual will not be paid out to an employee upon separation from employment in the form of cash, or used in any manner other than what is stated in this policy.

Temporary Employment Policies in Response to COVID-19 Pandemic



Supervisor Responsibilities

Supervisors are responsible for the following responsibilities:

- Ongoing and regular communication with employees (both working and non-working) including messages from the Emergency Management Team and Department Head.
- Fill out and approve timecards.

Supervisors: please ensure you have the primary phone number and email for each of your employees, your direct supervisor, and your Department Head. Additionally, you should have the contact information for the following individuals:

- Tim Cruikshank, City Manager – (763-593-8003)
- Kirsten Santelices, Human Resources Director (all employee-related questions) – (763-593-3989)
- Ted Massicotte, Deputy Fire Chief (Interim Emergency Management Director) – (763-593-8080)
- Internal Only Public Safety Line – (763-593-8056)
- Wanita Williams, Accountant (payroll questions) – (763-593-8011)
- Sue Virnig, Finance Director (back-up payroll questions; expenses) – (763-593-8010)
- Cheryl Weiler, Communications Director (Crisis Communications Director) – (763-593-8004)



7800 Golden Valley Road
Golden Valley, MN 55427

**EMERGENCY ADMINISTRATIVE ACTION 20-33
UPDATING TEMPORARY WORKSITE SAFETY POLICIES**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley adopts the updated City of Golden Valley Temporary Worksite Safety Policies effective April 30, 2020, which include updates made on April 22, 2020 and April 30, 2020.

These Temporary Worksite Policies shall remain in effect indefinitely unless modified by subsequent City Manager or Council action.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", written over a horizontal line.

Date: April 30, 2020

Timothy J. Cruikshank, City Manager

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Introduction and Purpose

The City of Golden Valley values the health and safety of its employees and community members. In response to the COVID-19 pandemic, the City Manager enacts these Temporary Worksite Safety Policies. These policies shall remain in place until repealed by action of the City Manager. Where there is a conflict between any Temporary Worksite Safety Policy and a department specific policy (approved by human resources), the department specific policy shall control. Employees must continue to follow the [City's Temporary Employment Policies](#).

Current Temporary Worksite Safety Policies:

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Temporary Decontamination Policy

Effective 04/17/2020

Introduction

During a health emergency, some City facilities may be closed. In these situations, staff shall, to the extent possible, work remotely. Periodically employees may need to enter closed City facilities to perform critical services. In addition to the requirements of this Decontamination Policy, the City shall follow the preventative measures and recommendations of the Center for Disease Controls (CDC) and OSHA. Employees may refer to the short [video guides](#) for the decontamination procedures below.

Purpose

The purpose of this Decontamination Policy is to provide employees with procedures to consistently and effectively maintain the cleanliness of City property and facilities, thereby minimizing the spread of germs.

All employees entering closed City facilities, operating City equipment, or handling City property during a closure shall follow this Decontamination Policy.

Supplies

The City will provide the necessary equipment and supplies needed to carry out this Decontamination Policy. The supplies inventory will be maintained by Public Safety Staff and employees should immediately notify the on-duty employee at the Public Safety front desk (763-593-8056) when inventory is low in any City facility. The following supplies will be located at or near the main entrances in each building:

- Spray bottles (3% bleach to water solution)
- Paper towels
- Hand Sanitizer
- Gloves

Cleaning and Disinfecting Procedures

Facilities

1. Employees shall obtain the necessary supplies upon entering the building.
2. Employees shall use the supplies to decontaminate/wipe down the following:
 - any door handles encountered on the way to their work areas,
 - the employee's personal workspace, and
 - common places including, door knobs, plumbing fixtures, counter tops, desks, computers, etc.
3. Employees may not handle equipment, office supplies, or other such materials belonging to another employee.

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4. Any shared electronics, including computer monitors, tablets, and the copier control screens must be cleaned with antibacterial or disinfecting wipes. Employees should not use bleach spray or other harsh chemicals on these items.
 - Keyboards, mice, and other plastic items should be cleaned by a Clorox wipe or by spraying bleach solution into a rag and wiping it down. Employees should ensure liquid solution does not drip into the electronics and allow ample time for drying before use.
5. Employees shall also wash their hands upon entry and exit from the building and after using the restroom.
 - Employees are also encouraged to wash their hands regularly while performing their tasks in the City facilities.
6. Employees shall follow the same procedures in reverse when exiting the building.

Vehicles and Equipment

1. Employees shall decontaminate/wipe down assigned vehicles and equipment before and after each use. This includes, but is not limited to door handles, steering wheels, levers, controls, buttons, and the dashboards.

Employees are encouraged to discuss any concerns and questions with their supervisor or Department Head.

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Temporary Vehicle and Equipment Use Policy

Effective 04/17/2020

The purpose of this temporary policy is to reduce the risk of exposure to COVID-19 while employees complete critical services that require the use of City vehicles and equipment.

1. Only one employee is permitted to occupy a City vehicle at one time, and shall operate the vehicle or equipment that the employee is assigned, with the following exceptions:
 - a. Public Safety personnel
 - b. During a vehicle maintenance repair transport: one person shall occupy the driver's seat and one shall occupy the back seat
2. If an employee is required to operate machinery or equipment, the employee should make every effort to stay in the equipment or vehicle as much as possible.
3. Employees shall follow the City's [Temporary Decontamination Policy](#) for all vehicles and equipment.

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Temporary Facial Covering (Masks) Policy

Effective 04/17/2020

Introduction and Purpose

To prevent the spread of COVID-19 the Centers for Disease Control and Prevention (CDC) regularly updates its guidance. COVID-19 can spread between people who are interacting in proximity—for example, speaking, coughing, or sneezing—even if those people are not exhibiting symptoms. As such, the CDC recommends wearing a cloth face covering in public settings, particularly where other social distancing measures are difficult to maintain. It is the CDC's position that a facial covering protects other people around the wearer, but does not protect the wearer. This policy allows employees to wear a cloth mask or similar face covering ("Mask") in the workplace during the COVID-19 health crisis until face coverings are no longer recommended by the CDC. Employees may refer to the short [video guide](#) for proper mask use.

Required Facial Covering

Employees shall wear a Mask while performing on-site job responsibilities where the employee is working in proximity to another individual and social distancing measures are difficult to maintain. This includes but is not limited to performing on-site field inspections, police patrol functions, fire response, public works utility inspections, public works road repairs, vehicle maintenance repair work, golf course maintenance duties, golf course operations, and City park and open space monitoring duties. The City shall provide a cloth face Mask to employees who are required to wear them under this policy. Employees should contact their supervisor to request a Mask prior to performing responsibilities at a jobsite.

Per CDC guidelines, employees who are not performing the functions of a healthcare worker or medical first responder shall not be issued surgical masks or N-95 respirators.

Laundering Masks

Masks shall be washed and dried daily following [CDC recommendations](#). Employees shall follow the instructions below and adhere to any additional department-specific instructions.

Golf Operations and Golf Maintenance

After each use, Golf Operations and Golf Maintenance employees shall place Masks in the washing machine at the golf driving range.

Physical Development

After each use, Engineering and Inspections employees shall place Masks in the Street department washing machine.

Public Works

After each use, Utilities Maintenance employees shall place Masks in the Utility Maintenance washing machine. Street, Park, and Vehicle Maintenance employees shall place Masks in the Street department washing machine.

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Voluntary Facial Covering

Employees who are not required, but prefer to wear a cloth face Mask, may do so as long as the employee is still able to perform the essential functions of their job.

The City will prioritize distribution of Masks based on requirements of positions. Employees who voluntarily choose to wear a Mask may not receive a City-issued Mask.

Homemade Facial Covering

Employees other than healthcare workers or medical first responders may bring their own Masks. Employees who bring their own Masks are encouraged to consult and follow CDC Guidelines (Appendix A) and CDC Face Covering Do's and Don'ts (Appendix B). Employees may not use materials that violate the City's Respectful Workplace policy, including materials that contain offensive pictures or language. Additionally, employees who voluntarily use Masks are encouraged to consult and follow the [CDC guidelines on laundering masks](#) and clothing items.

Personal Protective Equipment (PPE)

Employees shall continue to follow all current department policies on the use of Masks and Personal Protective Equipment (PPE). This includes, but is not limited to Police, Fire, Public Works, and Golf Maintenance.

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Temporary Field Inspections Policy

Effective 04/17/2020

The purpose of this Temporary Field Inspections Policy is to ensure the safety and health of City employees while they perform essential field inspections during the COVID-19 health pandemic. Employees identified to perform such responsibilities are listed on the City's Critical Services Determination Table. Under this policy, employees shall follow the procedures outlined below.

1. Employees shall take precautions by using PPE (including masks and gloves) and by following the City's [Temporary Decontamination Policy](#) and the [Temporary Facial Covering Policy](#).
2. To the greatest extent possible on-site field inspections shall be completed through the use of video, live-streamed video (e.g., FaceTime), or review of high-quality pictures submitted by the permit holder.
3. Field inspections shall be conducted only when, in the sole discretion of the City Engineer or Building Official, all of the following requirements are met:
 - Pictures, video, or other information are not adequate, practical, or available to adequately evaluate site conditions or determine code compliance;
 - The field inspection takes place outside, such as a new construction site, and the employee does not enter a building, construction trailer, or vehicle with another occupant;
 - The employee follows all social distancing requirements related to COVID-19 and recommended by the Centers for Disease Control and Prevention (as amended from time to time);
 - The job site or inspection location is unoccupied by others; and
 - The employee does not enter an occupied or inhabited home.
4. Employees shall follow the City's [Temporary Vehicle and Equipment Use Policy](#).

Additionally, any employee, upon arrival at a job site, may elect not to complete an inspection if they determine the conditions are unsafe, unsanitary, or social distancing protocols have not been or cannot be followed. If an employee determines that an inspection will not take place, the employee shall immediately notify their supervisor and department head.

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Temporary Public Works On-Site Work Policy

Effective 04/17/2020

The purpose of this Public Works Work-Site Policy is to ensure the safety and health of City employees while they deliver critical services during the COVID-19 health pandemic. Employees identified to perform such responsibilities are listed on the City's Critical Services Determination Table. Under this policy, employees shall follow the procedures outlined below.

1. To the extent possible, only one employee shall perform the required tasks to deliver critical services and perform daily rounds.
2. When two or more employees are required to deliver critical services, the department supervisors may stagger the start and end times of each employee. Additionally, employees shall:
 - Perform only assigned tasks, using only assigned equipment;
 - Follow the City's [Temporary Decontamination Policy](#) and [Temporary Facial Coverings \(Masks\) Policy](#);
 - Follow the City's [Temporary Vehicle and Equipment Use Policy](#);
 - To the extent possible, remain in their assigned vehicle or equipment;
 - Alternate break times and take breaks individually in separate locations; and
 - Report daily time and resources to their division Crew Lead to track in Cartegraph.
 - Maintenance employees who have been assigned an iPad or tablet may use such device to report time and resources.
3. Employees shall follow all social distancing requirements related to COVID-19 and recommended by the Centers for Disease Control and Prevention (as amended from time to time).
4. Staff shall complete their individual timesheets remotely.

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Temporary City Park and Open Space Monitoring Policy

Effective 04/17/2020

The purpose of this policy is to ensure the health and safety of City employees as they perform critical services and monitor the City's parks and open spaces for public compliance with Executive Order 20-20. Employees identified to perform such responsibilities are listed on the City's Critical Services Determination Table. The City shall schedule employees on a staggered and rotating basis to monitor the City parks and open spaces. Using City vehicles employees will monitor and encourage members of the public to adhere to Emergency Executive Order 20-33 and social distancing recommendations. Employees shall follow the procedures outlined below.

1. Employees shall follow the City's [Temporary Decontamination Policy](#) and [Temporary Facial Coverings \(Masks\) Policy](#).
2. Employees shall follow the City's [Temporary Vehicles and Equipment Use Policy](#).
 - In the event that the employees' assigned vehicle is inoperable, the employee should notify their supervisor and pick out a new vehicle (adhering to decontamination procedures).
3. Public Safety (763-593-8079) shall be notified of the Park Monitoring staff on duty.
4. Employees shall perform rounds on throughout the City, monitoring City parks and open spaces for the following occurrences:
 - Individuals using playground equipment; or
 - Groups of 10 or more individuals engaging in activity that is inconsistent with social distancing practices.
5. Employees shall follow all social distancing requirements related to COVID-19 and recommended by the Centers for Disease Control and Prevention (as amended from time to time).
6. If an employee encounters any person(s) engaging in the activities listed above, the employee shall:
 - Maintain a distance of a minimum of six feet from any other person;
 - Communicate the following in a courteous and respectful manner:
 - Inform the individual(s) of Emergency Executive Order 20-33, including the guidance on social distancing;
 - Thank everyone for helping to keep the City safe and healthy; and
 - Point individuals to the City Website for City COVID-19 updates.
7. Under no circumstances should an employee initiate or respond to any conflict with any person(s).
 - If any employee feels uncomfortable, or encounters individuals who are hostile, the employee should remain calm, immediately remove themselves from the situation, and if necessary, employees may contact the Golden Valley Police department (763-593-8079).

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8. Employees shall keep a log of any contact with members of the public and turn the log in to Public Safety at the conclusion of their shift.
9. Employees shall not allow anyone to access to City vehicles or offer a ride.
10. Upon completion of their shift, the employee shall follow closing procedures.

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Temporary Golf Course Maintenance Policy

Effective 04/17/2020

The purpose of this policy is to ensure the health and safety of City employees performing essential functions for Golf Course Maintenance. Employees identified to perform such responsibilities are listed on the City's Critical Services Determination Table. Employees shall follow the procedures outlined below.

1. To the extent possible, only one employee shall perform the required tasks to deliver critical services and perform maintenance duties.
2. When two or more employees are required to deliver critical services, the department supervisors may stagger the start and end times of each employee. Additionally, employees shall:
 - Perform only assigned tasks, using only assigned equipment;
 - Follow the City's [Temporary Decontamination Policy](#) and [Temporary Facial Coverings \(Masks\) Policy](#);
 - Follow the City's [Temporary Vehicle and Equipment Use Policy](#);
 - To the extent possible, remain in their assigned vehicle or equipment; and
 - Alternate break times and take breaks individually in separate locations.
3. Employees shall follow all social distancing requirements related to COVID-19 and recommended by the Centers for Disease Control and Prevention (as amended from time to time).

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Temporary Golf Course Operations Policy

Effective 04/17/2020 – Revised 04/22/2020

The purpose of this policy is ensure the health and safety of the City employees performing essential functions operating the City's golf course allowable under Emergency Executive Order 20-38. Employees identified to perform such responsibilities are listed on the City's Critical Services Determination Table. Employees shall follow the procedures outlined below.

1. Employees shall follow the [City's Temporary Decontamination Policy](#) and [Temporary Facial Coverings \(Masks\) Policy](#).
 - Employees shall contact their supervisor for procedures of laundering masks.
2. Upon entry to the building employees shall initiate regular operations opening procedures.
3. Employees shall follow the [City's Temporary Vehicles and Equipment Use Policy](#).
 - In the event that the employees' assigned vehicle is inoperable, the employee should notify their supervisor and pick out a new cart (adhering to decontamination procedures).
4. Employees shall perform responsibilities in the following areas:
 - Driving range;
 - Golf shop;
 - Golf course monitoring; and
 - Facilities cleaning
5. Upon completion of their shift, the employee shall follow regular operations closing procedures.

Driving Range & Equipment Responsibilities

Employees shall staff the driving range to monitor for proper usage. Employees shall also wear appropriate protective equipment to collect golf balls and sanitize the balls, ball basket, and the driving range tee-box after each use. Employees should refer to the Decontamination Policy for cleaning procedures.

Employees responsible for driving range duties shall also be responsible for the rental, storage, and decontamination of all rented equipment. The following equipment is available for rent:

- Powered golf carts
- Push carts

Staff shall take the following steps when renting equipment:

- Employees may only accept payment for equipment rental by credit card payments over the phone. Staff shall not accept any in-person credit card or cash payments.

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- All equipment shall be decontaminated before and after each patron use following the City's [Temporary Decontamination Policy](#).
- Before assigning equipment to a patron, staff shall inform the patron that golfers not from the same household may not share equipment, including golf carts.
- Rented equipment shall be collected at the designated drop off zone, which shall be marked with barricades and signage.

Golf Shop Responsibilities

Employees shall staff the desk at the pro shop to receive incoming calls and process reservations. Employees will take credit card payments over the phone. No in-person reservations may be accepted, nor shall staff accept any cash payments.

Golf Course Monitoring Duties

Employees shall be scheduled to operate a golf cart and perform golf course monitoring duties. During these monitoring duties, employees shall continually inspect for the following:

- Proper signage displays and replace any that may be damaged;
- Proper placement of flag sticks;
- Social distancing measures, including black "x's" are preserved; and
- Golfers are starting at the appropriate tee-times.

Additionally, employees shall ensure that individuals are following golf course etiquette and established "golfing during COVID-19" requirements. If an employee encounters an individual or group of individuals using the golf course improperly, the employee shall:

- maintain a distance of a minimum of six feet from any other person; and
- remind individual(s) of the expectations

If any person(s) does not cooperate or respond, the employee shall contact a supervisor and if necessary, contact the Golden Valley Police department (763-593-8079).

Disinfecting Facilities

The employees scheduled to work will be responsible for ensuring that the City public-facing restroom facilities, including portable toilets, are appropriately supplied with handwashing supplies and cleaned regularly.

Employees shall follow the [CDC's Recommendations on Disinfecting Facilities](#). Employees will also ensure that proper signage is displayed and replace signs any that may be damaged.

The Parks & Recreation Director shall arrange for all facilities to be cleaned and disinfected according to the procedures and requirements detailed in the City's Continuity of Operations Plan, CDC Recommendations on Disinfecting Facilities, and any other requirements of the Federal Government or State of Minnesota.

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Temporary Restaurant Operations Policy

Effective 04/30/2020

The purpose of this policy is ensure the health and safety of the City employees performing essential functions operating the City's restaurant as allowable under Emergency Executive Order 20-04. Employees identified to perform such responsibilities are listed on the City's Critical Services Determination Table. Employees shall follow the procedures outlined below.

1. Employees shall follow the [City's Temporary Decontamination Policy](#) and [Temporary Facial Coverings \(Masks\) Policy](#).
 - Employees shall contact their supervisor for procedures of laundering masks.
2. Upon entry to the building employees shall initiate regular operations opening procedures.
3. Employees shall follow the City's Temporary Vehicles and Equipment Use Policy.
4. Employees shall perform responsibilities in the following areas:
 - Kitchen Responsibilities;
 - Front of House Responsibilities; and
 - Facilities cleaning
5. Maintain social distancing of a minimum of six feet at all times practical.
 - If social distancing cannot be maintained, employees must follow the City's [Temporary Facial Coverings \(Masks\) Policy](#).
6. Upon completion of their shift, the employee shall follow regular operations closing procedures.

Kitchen Responsibilities

Employees shall prepare food listed on the limited menu set by the Restaurant and Catering Manager. Employees shall follow normal operating food safety and sanitization regulations.

Additionally, all employees must:

- Wear gloves while preparing and packaging food,
- Package and deliver food in "food-safe, one-time use, to-go containers."
- Once prepared, food orders shall be placed on the warming shelf.

Front of House Responsibilities

Employees shall sit near the Three One Six service window to answer phone calls and take to-go food orders. Employees shall take the following steps to accept payments and deliver food orders to customers:

- Employees shall only use the Three One Six service window, and shall only open the window upon guest arrival and stay behind the Plexiglas barrier on the window.
- Employees shall take payment at the window using credit card only. No cash payments will be accepted.
- A credit-card machine shall be located on the outside counter.
- Staff shall not at any time touch a customer's credit card.
- Employees will use the designated "clean bin" to transport the customer's receipt and a pen through the window.
- The customer shall place the signed receipt and used pen in the designated "dirty bin."
- Employees will collect the dirty bin to decontaminate the used pens and file the

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receipts.

- Employees shall pick up the prepared orders that have been placed on the warming shelf.
- Employee should wear gloves when handling and delivering products to customers.
- Employees may only sell alcoholic beverages to guests if all of the following rules are followed:
 - Only the purchase of wine, beer, cider, or seltzer is authorized; and
 - All alcohol must be unopened; and
 - Alcohol may only be purchased with the purchase of a to-go food item; and
 - Only six cans of beer, cider, or seltzer or one bottle of wine is permitted per guest; and
 - Purchaser has provided valid identification and has legal ability to purchase alcohol.
- Employees must instruct the customer to remove their identification from any case, and show the employee both sides of the ID.
 - The employee should not touch the customer's identification unless the identification is faded, or severely damaged.
 - If an ID requires further inspection, the employee should use gloves to accept the ID, and use sanitizer immediately upon returning the customer's ID.
- Employees should verbally inform guests that all food and beverage orders must be taken off premises.

Facilities and Equipment Cleaning

At the conclusion of each shift the employee is responsible for decontamination and sterilization of proper equipment and the Three One Six Bar + Grill facility.

Kitchen Cleaning

- All cooking equipment, utensils, and containers;
- All cooking and preparation counters;
- Prep station cutting boards, cupboard doors and handles;
- Walk-in cooler doors and handles;
- All sinks, faucets, knobs, and basins.

Front of House Cleaning

- All high-touch materials, including workstations, including desks, counter spaces, POS, phones;
- Cooler doors and handles;
- Indoor and outdoor door handles;
- Outdoor counter, Plexiglas, shelf, and window (on service window area);
- Pens, paper, any other materials used frequently.

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Appendix A: CDC Guidelines Use of Cloth Face Coverings to Help Slow the Spread of COVID-19

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Use of Cloth Face Coverings to Help Slow the Spread of COVID-19

How to Wear Cloth Face Coverings

Cloth face coverings should—

- fit snugly but comfortably against the side of the face
- be secured with ties or ear loops
- include multiple layers of fabric
- allow for breathing without restriction
- be able to be laundered and machine dried without damage or change to shape

CDC on Homemade Cloth Face Coverings

CDC recommends wearing cloth face coverings in public settings where other social distancing measures are difficult to maintain (e.g., grocery stores and pharmacies), **especially** in areas of significant community-based transmission.

CDC also advises the use of simple cloth face coverings to slow the spread of the virus and help people who may have the virus and do not know it from transmitting it to others. Cloth face coverings fashioned from household items or made at home from common materials at low cost can be used as an additional, voluntary public health measure.

Cloth face coverings should not be placed on young children under age 2, anyone who has trouble breathing, or is unconscious, incapacitated or otherwise unable to remove the cloth face covering without assistance.

The cloth face coverings recommended are not surgical masks or N-95 respirators. Those are critical supplies that must continue to be reserved for healthcare workers and other medical first responders, as recommended by current CDC guidance.

Should cloth face coverings be washed or otherwise cleaned regularly? How regularly?

Yes. They should be routinely washed depending on the frequency of use.

How does one safely sterilize/clean a cloth face covering?

A washing machine should suffice in properly washing a cloth face covering.

How does one safely remove a used cloth face covering?

Individuals should be careful not to touch their eyes, nose, and mouth when removing their cloth face covering and wash hands immediately after removing.



[cdc.gov/coronavirus](https://www.cdc.gov/coronavirus)

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Sewn Cloth Face Covering

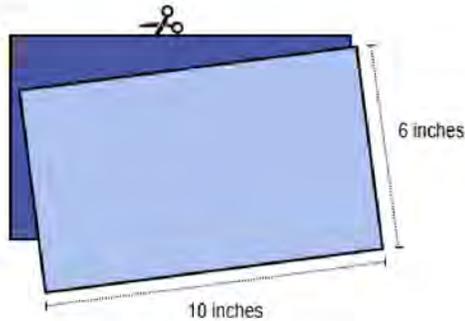
Materials

- Two 10"x6" rectangles of cotton fabric
- Two 6" pieces of elastic (or rubber bands, string, cloth strips, or hair ties)
- Needle and thread (or bobby pin)
- Scissors
- Sewing machine

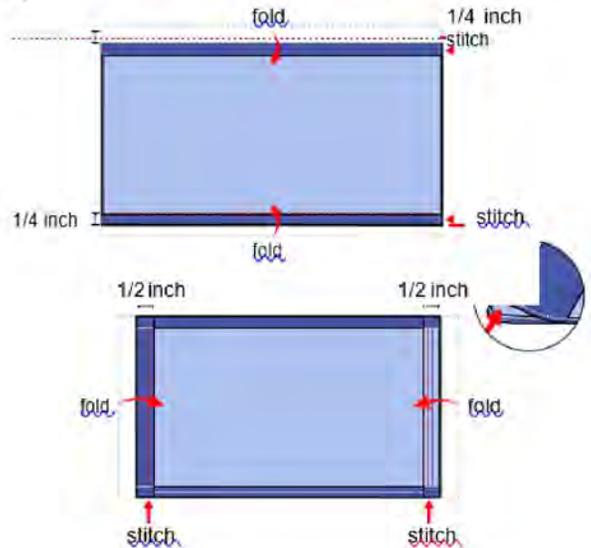


Tutorial

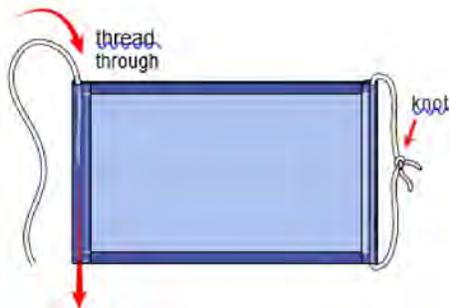
1. Cut out two 10-by-6-inch rectangles of cotton fabric. Use tightly woven cotton, such as quilting fabric or cotton sheets. T-shirt fabric will work in a pinch. Stack the two rectangles; you will sew the cloth face covering as if it was a single piece of fabric.



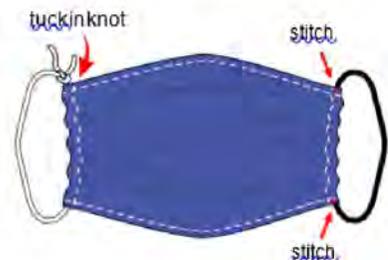
2. Fold over the long sides 1/4 inch and hem. Then fold the double layer of fabric over 1/2 inch along the short sides.



3. Run a 6-inch length of 1/8-inch wide elastic through the wider hem on each side of the cloth face covering. These will be the ear loops. Use a large needle or a bobby pin to thread it through. Tie the ends tight. Don't have elastic? Use hair ties or elastic head bands. If you only have string, you can make the ties longer and tie the cloth face covering behind your head.



4. Gently pull on the elastic so that the knots are tucked inside the hem. Gather the sides of the cloth face covering on the elastic and adjust so the cloth face covering fits your face. Then securely stitch the elastic in place to keep it from slipping.



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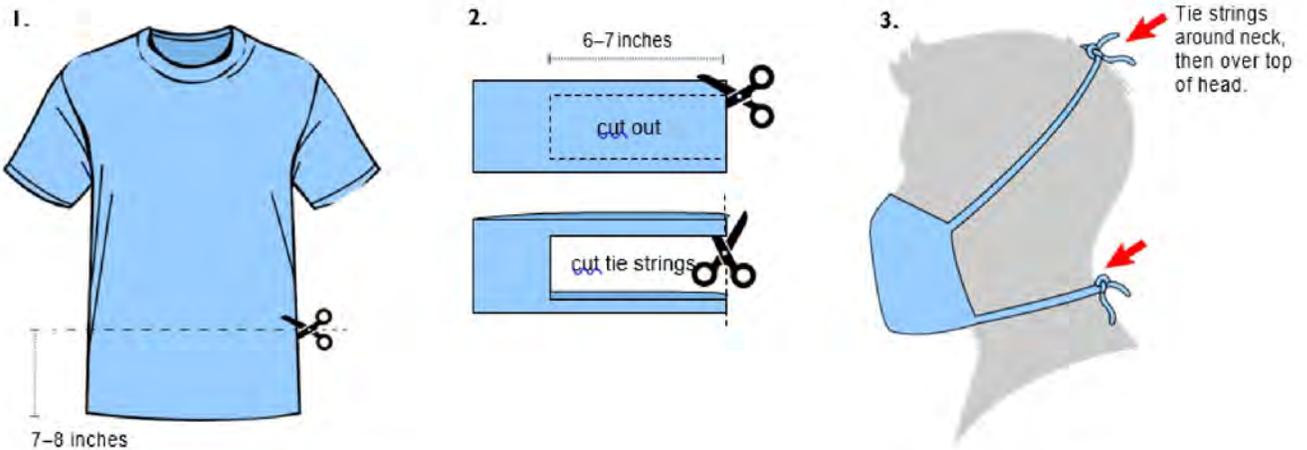


Quick Cut T-shirt Cloth Face Covering (no sew method)

Materials

- T-shirt
- Scissors

Tutorial

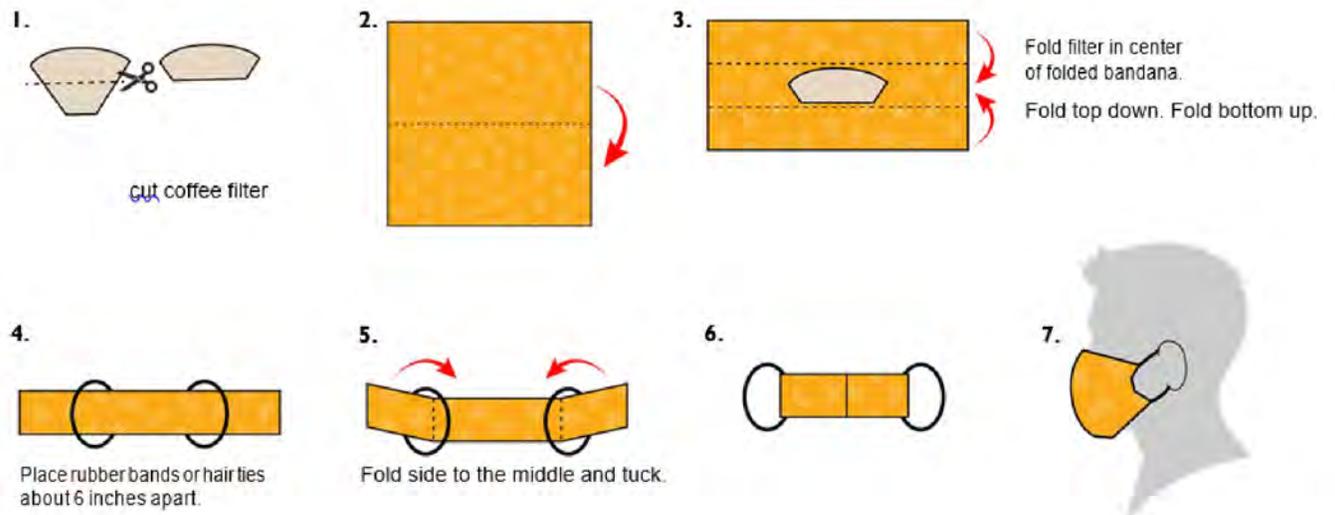


Bandana Cloth Face Covering (no sew method)

Materials

- Bandana (or square cotton cloth approximately 20"x20")
- Coffee filter
- Rubber bands (or hair ties)
- Scissors (if you are cutting your own cloth)

Tutorial



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Appendix B: Face Covering Do's and Don'ts

Face Covering Do's and Don'ts:

DO:



- ✓ Make sure you can breathe through it
- ✓ Wear it whenever going out in public
- ✓ Make sure it covers your nose and mouth
- ✓ Wash after using

DON'T:

- ✗ Use if under two years old
- ✗ Use surgical masks or other PPE intended for healthcare workers



cdc.gov/coronavirus



7800 Golden Valley Road
Golden Valley, MN 55427

**EMERGENCY ADMINISTRATIVE ACTION 20-34
UPDATING CITY FACILITY USE POLICIES FOR THE PUBLIC**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley adopts the updated City of Golden Valley City Facilities Use Policies for the Public effective April 30, 2020, which include updates made on April 22, 2020 and April 30, 2020.

These City Facilities Use Policies shall remain in effect indefinitely unless modified by subsequent City Manager or Council action.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Date: April 30, 2020

Timothy J. Cruikshank, City Manager

Facilities Use Policies for the Public

Brookview

The City of Golden Valley has established these guidelines and safety measures based on CDC recommendations to ensure the health and safety of the public when visiting City of Golden Valley facilities.

Practice good social distancing and take these other steps to prevent COVID-19:

- Do not visit City facilities if you are sick or have symptoms (i.e., fever, cough, or shortness of breath) of COVID-19.
- Do not visit City facilities if you are sick with COVID-19, were recently exposed (within 14 days) to someone with COVID-19, or just don't feel well.
- Stay at least six feet from others at all times. Avoid physical contact with others, including greetings like hugs and shaking hands.
- Avoid touching your face with your hands and unnecessary contact with frequently touched surfaces.
- Do not go into a crowded area.
- Follow all posted instructions, signs, and social distancing floor markers.
- Cloth face masks can be considered an additional measure to reduce risk in public but are NOT a replacement for social distancing. The MDH website has guidelines for when to wear a mask.
- Do not gather with others outside of your household.
- Wash hands often with soap and water for at least 20 seconds, especially after going to the bathroom, before eating, and after blowing your nose, coughing, or sneezing.
- Bring hand sanitizer with at least 60% alcohol to use if soap and water are not available.
- Organized activities and leagues are not allowed.
- No more than 3 people are allowed in the bathroom at one time.

Brookview Property Rules

- No outside beverages are allowed on the premises.
- Portable bathrooms are available on the course, each unit has a hand sanitizer.
- Indoor restrooms are open at Brookview.
 - Up to three customers are allowed in the bathroom at one time.
 - If the bathroom is full, wait in line, at least six feet away from others, outside of the bathroom.
 - Guests are encouraged to use a paper towel when touching door handles, toilet handles and sinks.
- The Golf Shop, lawn bowling green, the Three One Six Bar + Grill indoor and outdoor seating, and Brookview Facility (with the exception of the restrooms) are closed.
- Loitering on the patio or in the parking lot is not allowed. Individuals must leave the premises immediately following their recreational activity.
- Customers must follow all instructions from City staff.

- Customers should not leave anything behind or share their personal belongings with others.

Golf Rules

- All fees must be paid by telephone or online. No cash will be accepted
- Golfers using the driving range must be spaced at least 6 feet apart.
- Golfers not from the same household may not share equipment, including balls, clubs, bags, push and powered golf carts, etc.
- Push and powered golf carts are available for rental at the Brookview Driving Range building.
 - Golf carts may only be rented using credit card and each cart shall be assigned to a golfer by a Brookview Golf staff member.
 - Golfers not from the same household may not share a golf cart.
- Staff will clean and disinfect golf carts before and after each use according to CDC guidelines.
- No other rental equipment is available.
- All equipment shall be returned at the designated drop off zone on the Brookview Patio.
- Black "X's" have been placed at the first tee box and on the patio to remind customers to follow 6 foot social distancing rules. Each tee throughout the golf course has a social distancing reminder sign. Guests must following all social distancing instructions throughout the course.

If golfers have questions or concerns, they are encouraged to call 763-512-2300.

Three One Six Rules

- Individuals may purchase "to-go" orders from the Three One Six by calling 763-512-2320.
- All purchases must be made over the telephone. Payments may be made by credit card at the service window. No cash will be accepted.
- Orders must be picked up through the Three One Six service window.
- Guests waiting to pick up orders must be spaced at least 6 feet apart and adhere to the black "x's" that are present on the patio.
- Purchase of canned beer and wine can be made only with the purchase of food.
 - Customers may purchase a maximum of six cans of beer, cider, or seltzer, or one bottle of wine per person and only with the purchase of a to-go food order.
- Customers must show valid ID and be 21 years of age or older for purchase of alcoholic beverages.

If customers have questions or concerns they are encouraged to call 763-512-2320.



7800 Golden Valley Road
Golden Valley, MN 55427

EMERGENCY ADMINISTRATIVE ACTION 20-35 MODIFYING CRITICAL SECTOR DETERMINATION TABLE

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley designates the employees on the attached Critical Sector Determination Table as critical sector employees, as defined by Minnesota Emergency Executive Order 20-33. This is an update to the table approved on by the City Manager on March 27, 2020 pursuant to modifications to the Critical Sector list contained in Minnesota Executive Action 20-48 (April 30, 2020).

These designations shall remain in effect until Executive Order 20-48 expires, unless repealed or modified by subsequent City Manager or Council action.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Date: April 30, 2020

Timothy J. Cruikshank, City Manager

CRITICAL SECTOR DETERMINATION TABLE

UPDATES TO EMPLOYEE STATUS PURSUANT TO MINN. EXEC. ORDER 20-20, 20-33, 20-38, & 20-48

Pursuant to Governor Walz's Executive Order 20-20 (March 25, 2020), as amended and clarified from time to time, only employees performing Critical Sector work may leave home to perform this work. The following additional limitations also apply:

- All Critical Sector workers who can work from home must do so.
- Allowed activities and work performed in the above Critical Sectors should, to the maximum extent possible, be conducted in a manner that adheres to Minnesota Occupational Safety and Health Standards and the Minnesota Department of Health and CDC Guidelines related to COVID-19, including social distancing and hygiene.
- People at risk of severe illness from COVID-19 are strongly urged to stay home, even when the executive order would allow them to leave their home or residence.
- Critical Sector exemptions apply only to travel to and from an individual's home or residence and place of work and an individual's performance of work duties that cannot be done at their homes or residence. Travel may include transportation to and from child care or school settings as necessary to ensure the safe care of children.

Under the Order, Critical Sector employees are workers performing all other governmental functions which are necessary to ensure the health, safety, and welfare of the public, to preserve the essential elements of the financial system of government, and to continue priority services as determined by a political subdivision of the State. All political subdivisions of the State will determine the minimum personnel necessary to maintain these governmental operations. Additionally, the Order provides specific guidance on a number of roles at the City. After reviewing the order, the City of Golden Valley has determined that its Critical Sector workers are:

	Critical Sector Employees These employees may travel to work only if necessary. All Critical Sector employees who can work from home must do so.	Not Critical Service Employees These employees should work from home, if possible, but may not travel to work	
City Manager	<ul style="list-style-type: none"> ▪ City Manager ▪ City Council Members ▪ City Clerk 		Exec. Order 20-20 § 6(i)(iii); Exec. Order 20-20 § 6(i)(i).
Administrative Services	<ul style="list-style-type: none"> ▪ Accountant ▪ Accounting Coordinator ▪ Accounting Technician ▪ Finance Director ▪ Information Technology Specialist ▪ Information Technology Supervisor ▪ Information Technology Tech ▪ Utility Billing Specialist ▪ Deputy Registrar Supervisor 	<ul style="list-style-type: none"> ▪ Accounting Intern ▪ Motor Vehicle License Clerk ▪ Assessments/AP Tech 	Exec. Order 20-20 § 6(h); Exec. Order 20-20 § 6(l); Essential Critical Infrastructure Workforce Advisory ; clarification letter from DVS (April 3, 2020).
Communications	<ul style="list-style-type: none"> ▪ Communications Director ▪ Communications Specialist ▪ Web Graphic Designer 		Exec. Order 20-20 § 6(h).
Human Resources	<ul style="list-style-type: none"> ▪ Human Resources Director ▪ Assistant to City Manager's Office 		Exec. Order 20-20 § 6(i)(iii).
Police	<ul style="list-style-type: none"> ▪ Police Chief ▪ Commander ▪ Police Operations Supervisor ▪ Sergeant ▪ Investigator ▪ Patrol Officer/School Resource Officer ▪ Lead Community Service Officer ▪ Community Service Officer 	<ul style="list-style-type: none"> ▪ Administrative Assistant ▪ Support Services Coordinator 	Exec. Order 20-20 § 6(b)); Exec. Order 20-20 § 6(ee)).
Fire	<ul style="list-style-type: none"> ▪ Fire Chief ▪ Deputy Fire Chief ▪ Assistant Fire Chief ▪ Paid On-Call Firefighters ▪ Paid On-Call Fire Officers ▪ Fire Property Maintenance Specialist 	<ul style="list-style-type: none"> ▪ Administrative Assistant 	Exec. Order 20-20 § 6(b); Exec. Order 20-20 § 6(iv).

Legal	<ul style="list-style-type: none"> ▪ City Attorney 		Exec. Order 20-20 § 6(cc).
Parks & Recreation	<ul style="list-style-type: none"> ▪ Director of Parks and Recreation ▪ Facilities and Recreation Supervisor ▪ Golf Operations Manager ▪ Park and Recreation Administrative Assistant ▪ Golf Maintenance Supervisor ▪ Greens and Turf Specialist ▪ Turf Equipment Tech ▪ Turf Maintenance Assistant ▪ Assistant Golf Operations Manager ▪ Golf Operations Coordinator ▪ Restaurant and Catering Manager ▪ Head Chef/Kitchen Supervisor ▪ Lead Cook ▪ Restaurant and Banquet Staff Coordinator ▪ Custodial Maintenance Specialist ▪ Golf Staff Coordinator ▪ Lead Pro Shop Cashier ▪ Driving Range Attendant ▪ Par 3 Attendant ▪ Golf Shop Attendant 	<ul style="list-style-type: none"> ▪ Assistant Senior Program Coordinator ▪ Bartender ▪ Community Center Attendant ▪ Golf Office Assistant ▪ Guest Services Lead ▪ Guest Services Specialist ▪ Indoor Playground Attendant ▪ Recreation Coordinator ▪ Recreation Supervisor ▪ Sports Instructor ▪ Dishwasher/Bar-back ▪ Cook ▪ Server (if used for take-out, drive up, or delivery services) 	<p>Exec. Order 20-20 § 6(c); Exec. Order 20-20 § 6(l); Exec. Order 20-33 § 6(b); Exec. Order 20-38 § 3(kk) – applies to Brookview Golf Course</p> <p>The following places of public accommodation remain closed to the public pursuant to Exec. Orders 20-20 and 20-04:</p> <ul style="list-style-type: none"> • Three One Six (but the Three One Six may offer food and beverage using deliver service, window service, walk-up service, drive-through service, or drive-up service using social distancing measures outlined in Exec. Order 20-04. <i>Employees highlighted in blue</i> are considered essential to operate the Three One Six under these guidelines). • Brookview • Davis Community Center
Physical Development	<ul style="list-style-type: none"> ▪ Physical Development Director ▪ City Engineer ▪ Assistant City Engineer ▪ Planning Manager ▪ Planner ▪ Environmental Resources Supervisor ▪ Environmental Specialist ▪ GIS Specialist ▪ Engineering Technician II ▪ Engineering Technician III ▪ Building Official ▪ Building Inspector 	<ul style="list-style-type: none"> ▪ Engineering Assistant ▪ Inspections Admin Specialist ▪ Inspections and Development Assistant ▪ Planning Assistant ▪ Physical Development Assistant 	Exec. Order 20-20 § 6(i)(iv); Exec. Order 20-20 § 6(x).
Public Works	<ul style="list-style-type: none"> ▪ Public Works Director ▪ Street Maintenance/Vehicle Maintenance Supervisor ▪ Utility Supervisor ▪ Crew Leader Streets ▪ Crew Leader Utility ▪ Crew Leader Parks ▪ Meter Specialist ▪ Utilities Specialist ▪ Public Works Maint Park ▪ Public Works Inspector ▪ PW Lead-Vehicle Maintenance ▪ Public Works Maintenance-Street ▪ Public Works Maint-Utilities ▪ Public Works Maint-Vehicle ▪ Assistant Forester 	<ul style="list-style-type: none"> ▪ Administrative Assistant 	Exec. Order 20-20 § 6(e); Exec. Order 20-20 § 6(f); Exec. Order 20-20 § 6(x)); Exec. Order 20-23.

**EMERGENCY ADMINISTRATIVE ACTION 20-36
EXTENDING AUTHORIZATION FOR
PARKS & RECREATION TO ISSUE REFUNDS FOR
CANCELLED EVENTS AND ACTIVITIES**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley hereby:

- Postpones all in-person Parks and Recreation activities, programs, classes, and events;
- Cancels all facility rentals through May 17, 2020; and
- Closes all Parks and Recreation and Golf retail operations, including the Backyard, the Golf Shop, and the dining room services at Three-One-Six through May 17, 2020.

Further, the City will issue full refunds for the following services:

- All Parks and Recreation activities, programs, classes and events that have been cancelled or postponed by the City; and
- All private events at City facilities through May 17, 2020.

This action will continue indefinitely until repealed or modified by subsequent City Manager or Council action.



Date: April 30, 2020

Timothy J. Cruikshank, City Manager



7800 Golden Valley Road
Golden Valley, MN 55427

**EMERGENCY ADMINISTRATIVE ACTION 20-37
AUTHORIZING OPENING OF THREE ONE SIX BAR & GRILL**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley hereby authorizes the opening of Three One Six Bar & Grill as of 10:00 am on Saturday, May 2, 2020 for carry out, to-go service only.

This action shall continue until repealed or modified by subsequent City Manager or Council action.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Date: May 1, 2020

Timothy J. Cruikshank, City Manager

EMERGENCY ADMINISTRATIVE ACTION 20-38 MODIFYING POLICY FOR GOLF RESERVATIONS

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley will accept reservations for recurring tee times provided all of the following requirements are met:

- The reservation must be for 16 golfers or more.
- The reservation must occur at the same time and on the same day of the week for a minimum of 12 weeks and a maximum of 16 weeks.
- All golfers participating in recurring tee times must tee off in 10-minute intervals and in groups of 4 or less.
- All golfers must follow all City of Golden Valley and State of Minnesota COVID-19 requirements, rules, laws, policies, and procedures.

This action will continue indefinitely until repealed or modified by subsequent City Manager or Council action.



Date: May 7, 2020

Timothy J. Cruikshank, City Manager

**EMERGENCY ADMINISTRATIVE ACTION 20-39
RELEASING FINANCIAL SECURITY TO
LIBERTY CROSSING INVESTMENT PARTNERS, LLC**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley will release the following security deposits (the “Deposits”) to Liberty Crossing Investment Partners, LLC (“Developer”):

Financial Security for Public Improvements	\$89,812.50 plus interest
Financial Security for Landscaping	\$34, 237.50 plus interest

The City collected the Deposits to secure installation of certain public improvements and landscaping (the “Improvements”) pursuant to City Code, sections 111-9(b) and 107-4(f) and a development agreement between Developer and the City. The Deposits are scheduled to be released upon the expiration of a one-year warranty period in August, 2020. In response to the COVID-19 pandemic, Developer asked the City to release the Deposits early so that Developer could apply the funds toward its property tax payments. The City Manager finds that this request is reasonable in light of the financial difficulties caused by the COVID-19 pandemic. City staff shall inspect the Improvements and shall release the funds when the Improvements are found to be in satisfactory condition.



Date: May 7, 2020

Timothy J. Cruikshank, City Manager

**EMERGENCY ADMINISTRATIVE ACTION 20-40
AUTHORIZING VOLUNTEER ACTIVITIES**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley authorizes volunteers to perform volunteer activities for the City or on City property provided the following requirements are met:

- For City-sponsored volunteer programs, City staff shall train volunteers on the City's COVID-19 preparedness plans and requirements before volunteer activities begin and volunteers shall follow City guidelines at all times while on City property.
- For volunteer programs not-sponsored by the City, the sponsoring persons or organization may only conduct activities for the City or on City property after submitting (1) a certification that the organization has adopted a COVID-19 preparedness plan that meets the requirements of the United States government and the State of Minnesota; and (2) a copy of its COVID-19 preparedness plan to the City for review.

This action will continue indefinitely unless repealed by subsequent City Manager or Council action.



Date: May 7, 2020

Timothy J. Cruikshank, City Manager

Certificate of Compliance

I hereby certify that the COVID-19 preparedness plan for the organization listed below (the "Organization") meets all applicable requirements of the United States government and the State of Minnesota, and that all volunteers and staff of the Organization who will perform work for the City of Golden Valley or on City of Golden Valley property have received a copy of the plan and appropriate training.

I also certify that I am an official representative for the Organization and authorized to sign on its behalf.

Organization Name

Authorized Representative Name and Title (please print)

Signature

Date



7800 Golden Valley Road
Golden Valley, MN 55427

**EMERGENCY ADMINISTRATIVE ACTION 20-41
UPDATING TEMPORARY WORKSITE SAFETY POLICIES**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley adopts the updated City of Golden Valley Temporary Worksite Safety Policies effective May 15, 2020.

These Temporary Worksite Policies shall remain in effect indefinitely unless modified by subsequent City Manager or Council action.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Date: May 15, 2020

Timothy J. Cruikshank, City Manager

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Introduction and Purpose

The City of Golden Valley values the health and safety of its employees and community members. In response to the COVID-19 pandemic, the City Manager enacts these Temporary Worksite Safety Policies. These policies shall remain in place until repealed by action of the City Manager. Where there is a conflict between any Temporary Worksite Safety Policy and a department specific policy (approved by human resources), the department specific policy shall control. Employees must continue to follow the [City’s Temporary Employment Policies](#).

Current Temporary Worksite Safety Policies:

Temporary Decontamination Policy	2
Temporary Vehicle and Equipment Use Policy.....	4
Temporary Facial Covering (Masks) Policy	5
Temporary Field Inspections Policy	7
Temporary Public Works On-Site Work Policy	8
Temporary City Park and Open Space Monitoring Policy.....	9
Temporary Golf Course Maintenance Policy	11
Temporary Golf Course Operations Policy	12
Temporary Restaurant Operations Policy.....	14
Temporary Motor Vehicle License Operations Policy	16

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Temporary Decontamination Policy

Effective 04/17/2020

Introduction

During a health emergency, some City facilities may be closed. In these situations, staff shall, to the extent possible, work remotely. Periodically employees may need to enter closed City facilities to perform critical services. In addition to the requirements of this Decontamination Policy, the City shall follow the preventative measures and recommendations of the Center for Disease Controls (CDC) and OSHA. Employees may refer to the short [video guides](#) for the decontamination procedures below.

Purpose

The purpose of this Decontamination Policy is to provide employees with procedures to consistently and effectively maintain the cleanliness of City property and facilities, thereby minimizing the spread of germs.

All employees entering closed City facilities, operating City equipment, or handling City property during a closure shall follow this Decontamination Policy.

Supplies

The City will provide the necessary equipment and supplies needed to carry out this Decontamination Policy. The supplies inventory will be maintained by Public Safety Staff and employees should immediately notify the on-duty employee at the Public Safety front desk (763-593-8056) when inventory is low in any City facility. The following supplies will be located at or near the main entrances in each building:

- Spray bottles (3% bleach to water solution)
- Paper towels
- Hand Sanitizer
- Gloves

Cleaning and Disinfecting Procedures

Facilities

1. Employees shall obtain the necessary supplies upon entering the building.
2. Employees shall use the supplies to decontaminate/wipe down the following:
 - any door handles encountered on the way to their work areas,
 - the employee's personal workspace, and
 - common places including, door knobs, plumbing fixtures, counter tops, desks, computers, etc.
3. Employees may not handle equipment, office supplies, or other such materials belonging to another employee.

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



4. Any shared electronics, including computer monitors, tablets, and the copier control screens must be cleaned with antibacterial or disinfecting wipes. Employees should not use bleach spray or other harsh chemicals on these items.
 - Keyboards, mice, and other plastic items should be cleaned by a Clorox wipe or by spraying bleach solution into a rag and wiping it down. Employees should ensure liquid solution does not drip into the electronics and allow ample time for drying before use.
5. Employees shall also wash their hands upon entry and exit from the building and after using the restroom.
 - Employees are also encouraged to wash their hands regularly while performing their tasks in the City facilities.
6. Employees shall follow the same procedures in reverse when exiting the building.

Vehicles and Equipment

1. Employees shall decontaminate/wipe down assigned vehicles and equipment before and after each use. This includes, but is not limited to door handles, steering wheels, levers, controls, buttons, and the dashboards.

Employees are encouraged to discuss any concerns and questions with their supervisor or Department Head.

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Temporary Vehicle and Equipment Use Policy

Effective 04/17/2020

The purpose of this temporary policy is to reduce the risk of exposure to COVID-19 while employees complete critical services that require the use of City vehicles and equipment.

1. Only one employee is permitted to occupy a City vehicle at one time, and shall operate the vehicle or equipment that the employee is assigned, with the following exceptions:
 - a. Public Safety personnel
 - b. During a vehicle maintenance repair transport: one person shall occupy the driver's seat and one shall occupy the back seat
2. If an employee is required to operate machinery or equipment, the employee should make every effort to stay in the equipment or vehicle as much as possible.
3. Employees shall follow the City's [Temporary Decontamination Policy](#) for all vehicles and equipment.

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Temporary Facial Covering (Masks) Policy

Effective 04/17/2020

Introduction and Purpose

To prevent the spread of COVID-19 the Centers for Disease Control and Prevention (CDC) regularly updates its guidance. COVID-19 can spread between people who are interacting in proximity—for example, speaking, coughing, or sneezing—even if those people are not exhibiting symptoms. As such, the CDC recommends wearing a cloth face covering in public settings, particularly where other social distancing measures are difficult to maintain. It is the CDC's position that a facial covering protects other people around the wearer, but does not protect the wearer. This policy allows employees to wear a cloth mask or similar face covering ("Mask") in the workplace during the COVID-19 health crisis until face coverings are no longer recommended by the CDC. Employees may refer to the short [video guide](#) for proper mask use.

Required Facial Covering

Employees shall wear a Mask while performing on-site job responsibilities where the employee is working in proximity to another individual and social distancing measures are difficult to maintain. This includes but is not limited to performing on-site field inspections, police patrol functions, fire response, public works utility inspections, public works road repairs, vehicle maintenance repair work, golf course maintenance duties, golf course operations, and City park and open space monitoring duties. The City shall provide a cloth face Mask to employees who are required to wear them under this policy. Employees should contact their supervisor to request a Mask prior to performing responsibilities at a jobsite.

Per CDC guidelines, employees who are not performing the functions of a healthcare worker or medical first responder shall not be issued surgical masks or N-95 respirators.

Laundering Masks

Masks shall be washed and dried daily following [CDC recommendations](#). Employees shall follow the instructions below and adhere to any additional department-specific instructions.

Golf Operations and Golf Maintenance

After each use, Golf Operations and Golf Maintenance employees shall place Masks in the washing machine at the golf driving range.

Physical Development

After each use, Engineering and Inspections employees shall place Masks in the Street department washing machine.

Public Works

After each use, Utilities Maintenance employees shall place Masks in the Utility Maintenance washing machine. Street, Park, and Vehicle Maintenance employees shall place Masks in the Street department washing machine.

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Voluntary Facial Covering

Employees who are not required, but prefer to wear a cloth face Mask, may do so as long as the employee is still able to perform the essential functions of their job.

The City will prioritize distribution of Masks based on requirements of positions. Employees who voluntarily choose to wear a Mask may not receive a City-issued Mask.

Homemade Facial Covering

Employees other than healthcare workers or medical first responders may bring their own Masks. Employees who bring their own Masks are encouraged to consult and follow CDC Guidelines (Appendix A) and CDC Face Covering Do's and Don'ts (Appendix B). Employees may not use materials that violate the City's Respectful Workplace policy, including materials that contain offensive pictures or language. Additionally, employees who voluntarily use Masks are encouraged to consult and follow the [CDC guidelines on laundering masks](#) and clothing items.

Personal Protective Equipment (PPE)

Employees shall continue to follow all current department policies on the use of Masks and Personal Protective Equipment (PPE). This includes, but is not limited to Police, Fire, Public Works, and Golf Maintenance.

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Temporary Field Inspections Policy

Effective 04/17/2020 – Revised 05/15/2020

The purpose of this Temporary Field Inspections Policy is to ensure the safety and health of City employees while they perform essential field inspections during the COVID-19 health pandemic. Employees identified to perform such responsibilities are listed on the City's Critical Services Determination Table. Under this policy, employees shall follow the procedures outlined below.

1. Employees shall take precautions by using PPE (including masks and gloves) and by following the City's [Temporary Decontamination Policy](#) and the [Temporary Facial Covering Policy](#).
2. To the greatest extent possible on-site field inspections shall be completed through the use of video, live-streamed video (e.g., FaceTime), or review of high-quality pictures submitted by the permit holder.
3. Field inspections shall be conducted only when, in the sole discretion of the City Engineer, Building Official or Deputy Fire Chief, all of the following requirements are met:
 - Pictures, video, or other information are not adequate, practical, or available to adequately evaluate site conditions or determine code compliance;
 - The field inspection takes place outside, such as a new construction site, and the employee does not enter a building, construction trailer, or vehicle with another occupant;
 - The employee follows all social distancing requirements related to COVID-19 and recommended by the Centers for Disease Control and Prevention (as amended from time to time);
 - The job site or inspection location is unoccupied by others; and
 - The employee does not enter an occupied or inhabited home.
4. Employees shall follow the City's [Temporary Vehicle and Equipment Use Policy](#).

If any of these conditions are not met, the Deputy Fire Chief shall determine if an inspection is required due to a life safety hazard. Additionally, any employee, upon arrival at a job site, may elect not to complete an inspection if they determine the conditions are unsafe, unsanitary, or social distancing protocols have not been or cannot be followed. If an employee determines that an inspection will not take place, the employee shall immediately notify their supervisor and department head.

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Temporary Public Works On-Site Work Policy

Effective 04/17/2020

The purpose of this Public Works Work-Site Policy is to ensure the safety and health of City employees while they deliver critical services during the COVID-19 health pandemic. Employees identified to perform such responsibilities are listed on the City's Critical Services Determination Table. Under this policy, employees shall follow the procedures outlined below.

1. To the extent possible, only one employee shall perform the required tasks to deliver critical services and perform daily rounds.
2. When two or more employees are required to deliver critical services, the department supervisors may stagger the start and end times of each employee. Additionally, employees shall:
 - Perform only assigned tasks, using only assigned equipment;
 - Follow the City's [Temporary Decontamination Policy](#) and [Temporary Facial Coverings \(Masks\) Policy](#);
 - Follow the City's [Temporary Vehicle and Equipment Use Policy](#);
 - To the extent possible, remain in their assigned vehicle or equipment;
 - Alternate break times and take breaks individually in separate locations; and
 - Report daily time and resources to their division Crew Lead to track in Cartegraph.
 - Maintenance employees who have been assigned an iPad or tablet may use such device to report time and resources.
3. Employees shall follow all social distancing requirements related to COVID-19 and recommended by the Centers for Disease Control and Prevention (as amended from time to time).
4. Staff shall complete their individual timesheets remotely.

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Temporary City Park and Open Space Monitoring Policy

Effective 04/17/2020

The purpose of this policy is to ensure the health and safety of City employees as they perform critical services and monitor the City's parks and open spaces for public compliance with Executive Order 20-20. Employees identified to perform such responsibilities are listed on the City's Critical Services Determination Table. The City shall schedule employees on a staggered and rotating basis to monitor the City parks and open spaces. Using City vehicles employees will monitor and encourage members of the public to adhere to Emergency Executive Order 20-33 and social distancing recommendations. Employees shall follow the procedures outlined below.

1. Employees shall follow the City's [Temporary Decontamination Policy](#) and [Temporary Facial Coverings \(Masks\) Policy](#).
2. Employees shall follow the City's [Temporary Vehicles and Equipment Use Policy](#).
 - In the event that the employees' assigned vehicle is inoperable, the employee should notify their supervisor and pick out a new vehicle (adhering to decontamination procedures).
3. Public Safety (763-593-8079) shall be notified of the Park Monitoring staff on duty.
4. Employees shall perform rounds on throughout the City, monitoring City parks and open spaces for the following occurrences:
 - Individuals using playground equipment; or
 - Groups of 10 or more individuals engaging in activity that is inconsistent with social distancing practices.
5. Employees shall follow all social distancing requirements related to COVID-19 and recommended by the Centers for Disease Control and Prevention (as amended from time to time).
6. If an employee encounters any person(s) engaging in the activities listed above, the employee shall:
 - Maintain a distance of a minimum of six feet from any other person;
 - Communicate the following in a courteous and respectful manner:
 - Inform the individual(s) of Emergency Executive Order 20-33, including the guidance on social distancing;
 - Thank everyone for helping to keep the City safe and healthy; and
 - Point individuals to the City Website for City COVID-19 updates.
7. Under no circumstances should an employee initiate or respond to any conflict with any person(s).
 - If any employee feels uncomfortable, or encounters individuals who are hostile, the employee should remain calm, immediately remove themselves from the situation, and if necessary, employees may contact the Golden Valley Police department (763-593-8079).

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



8. Employees shall keep a log of any contact with members of the public and turn the log in to Public Safety at the conclusion of their shift.
9. Employees shall not allow anyone to access to City vehicles or offer a ride.
10. Upon completion of their shift, the employee shall follow closing procedures.

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Temporary Golf Course Maintenance Policy

Effective 04/17/2020

The purpose of this policy is to ensure the health and safety of City employees performing essential functions for Golf Course Maintenance. Employees identified to perform such responsibilities are listed on the City's Critical Services Determination Table. Employees shall follow the procedures outlined below.

1. To the extent possible, only one employee shall perform the required tasks to deliver critical services and perform maintenance duties.
2. When two or more employees are required to deliver critical services, the department supervisors may stagger the start and end times of each employee. Additionally, employees shall:
 - Perform only assigned tasks, using only assigned equipment;
 - Follow the City's [Temporary Decontamination Policy](#) and [Temporary Facial Coverings \(Masks\) Policy](#);
 - Follow the City's [Temporary Vehicle and Equipment Use Policy](#);
 - To the extent possible, remain in their assigned vehicle or equipment; and
 - Alternate break times and take breaks individually in separate locations.
3. Employees shall follow all social distancing requirements related to COVID-19 and recommended by the Centers for Disease Control and Prevention (as amended from time to time).

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Temporary Golf Course Operations Policy

Effective 04/17/2020 – Revised 04/22/2020

The purpose of this policy is ensure the health and safety of the City employees performing essential functions operating the City's golf course allowable under Emergency Executive Order 20-38. Employees identified to perform such responsibilities are listed on the City's Critical Services Determination Table. Employees shall follow the procedures outlined below.

1. Employees shall follow the [City's Temporary Decontamination Policy](#) and [Temporary Facial Coverings \(Masks\) Policy](#).
 - Employees shall contact their supervisor for procedures of laundering masks.
2. Upon entry to the building employees shall initiate regular operations opening procedures.
3. Employees shall follow the [City's Temporary Vehicles and Equipment Use Policy](#).
 - In the event that the employees' assigned vehicle is inoperable, the employee should notify their supervisor and pick out a new cart (adhering to decontamination procedures).
4. Employees shall perform responsibilities in the following areas:
 - Driving range;
 - Golf shop;
 - Golf course monitoring; and
 - Facilities cleaning
5. Upon completion of their shift, the employee shall follow regular operations closing procedures.

Driving Range & Equipment Responsibilities

Employees shall staff the driving range to monitor for proper usage. Employees shall also wear appropriate protective equipment to collect golf balls and sanitize the balls, ball basket, and the driving range tee-box after each use. Employees should refer to the Decontamination Policy for cleaning procedures.

Employees responsible for driving range duties shall also be responsible for the rental, storage, and decontamination of all rented equipment. The following equipment is available for rent:

- Powered golf carts
- Push carts

Staff shall take the following steps when renting equipment:

- Employees may only accept payment for equipment rental by credit card payments over the phone. Staff shall not accept any in-person credit card or cash payments.

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



- All equipment shall be decontaminated before and after each patron use following the City's [Temporary Decontamination Policy](#).
- Before assigning equipment to a patron, staff shall inform the patron that golfers not from the same household may not share equipment, including golf carts.
- Rented equipment shall be collected at the designated drop off zone, which shall be marked with barricades and signage.

Golf Shop Responsibilities

Employees shall staff the desk at the pro shop to receive incoming calls and process reservations. Employees will take credit card payments over the phone. No in-person reservations may be accepted, nor shall staff accept any cash payments.

Golf Course Monitoring Duties

Employees shall be scheduled to operate a golf cart and perform golf course monitoring duties. During these monitoring duties, employees shall continually inspect for the following:

- Proper signage displays and replace any that may be damaged;
- Proper placement of flag sticks;
- Social distancing measures, including black "x's" are preserved; and
- Golfers are starting at the appropriate tee-times.

Additionally, employees shall ensure that individuals are following golf course etiquette and established "golfing during COVID-19" requirements. If an employee encounters an individual or group of individuals using the golf course improperly, the employee shall:

- maintain a distance of a minimum of six feet from any other person; and
- remind individual(s) of the expectations

If any person(s) does not cooperate or respond, the employee shall contact a supervisor and if necessary, contact the Golden Valley Police department (763-593-8079).

Disinfecting Facilities

The employees scheduled to work will be responsible for ensuring that the City public-facing restroom facilities, including portable toilets, are appropriately supplied with handwashing supplies and cleaned regularly.

Employees shall follow the [CDC's Recommendations on Disinfecting Facilities](#). Employees will also ensure that proper signage is displayed and replace signs any that may be damaged.

The Parks & Recreation Director shall arrange for all facilities to be cleaned and disinfected according to the procedures and requirements detailed in the City's Continuity of Operations Plan, CDC Recommendations on Disinfecting Facilities, and any other requirements of the Federal Government or State of Minnesota.

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Temporary Restaurant Operations Policy

Effective 04/30/2020

The purpose of this policy is ensure the health and safety of the City employees performing essential functions operating the City's restaurant as allowable under Emergency Executive Order 20-04. Employees identified to perform such responsibilities are listed on the City's Critical Services Determination Table. Employees shall follow the procedures outlined below.

1. Employees shall follow the [City's Temporary Decontamination Policy](#) and [Temporary Facial Coverings \(Masks\) Policy](#).
 - Employees shall contact their supervisor for procedures of laundering masks.
2. Upon entry to the building employees shall initiate regular operations opening procedures.
3. Employees shall follow the City's Temporary Vehicles and Equipment Use Policy.
4. Employees shall perform responsibilities in the following areas:
 - Kitchen Responsibilities;
 - Front of House Responsibilities; and
 - Facilities cleaning
5. Maintain social distancing of a minimum of six feet at all times practical.
 - If social distancing cannot be maintained, employees must follow the City's [Temporary Facial Coverings \(Masks\) Policy](#).
6. Upon completion of their shift, the employee shall follow regular operations closing procedures.

Kitchen Responsibilities

Employees shall prepare food listed on the limited menu set by the Restaurant and Catering Manager. Employees shall follow normal operating food safety and sanitization regulations. Additionally, all employees must:

- Wear gloves while preparing and packaging food,
- Package and deliver food in "food-safe, one-time use, to-go containers."
- Once prepared, food orders shall be placed on the warming shelf.

Front of House Responsibilities

Employees shall sit near the Three One Six service window to answer phone calls and take to-go food orders. Employees shall take the following steps to accept payments and deliver food orders to customers:

- Employees shall only use the Three One Six service window, and shall only open the window upon guest arrival and stay behind the Plexiglas barrier on the window.
- Employees shall take payment at the window using credit card only. No cash payments will be accepted.
- A credit-card machine shall be located on the outside counter.
- Staff shall not at any time touch a customer's credit card.
- Employees will use the designated "clean bin" to transport the customer's receipt and a pen through the window.
- The customer shall place the signed receipt and used pen in the designated "dirty bin."
- Employees will collect the dirty bin to decontaminate the used pens and file the

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



receipts.

- Employees shall pick up the prepared orders that have been placed on the warming shelf.
- Employee should wear gloves when handling and delivering products to customers.
- Employees may only sell alcoholic beverages to guests if all of the following rules are followed:
 - Only the purchase of wine, beer, cider, or seltzer is authorized; and
 - All alcohol must be unopened; and
 - Alcohol may only be purchased with the purchase of a to-go food item; and
 - Only six cans of beer, cider, or seltzer or one bottle of wine is permitted per guest; and
 - Purchaser has provided valid identification and has legal ability to purchase alcohol.
- Employees must instruct the customer to remove their identification from any case, and show the employee both sides of the ID.
 - The employee should not touch the customer's identification unless the identification is faded, or severely damaged.
 - If an ID requires further inspection, the employee should use gloves to accept the ID, and use sanitizer immediately upon returning the customer's ID.
- Employees should verbally inform guests that all food and beverage orders must be taken off premises.

Facilities and Equipment Cleaning

At the conclusion of each shift the employee is responsible for decontamination and sterilization of proper equipment and the Three One Six Bar + Grill facility.

Kitchen Cleaning

- All cooking equipment, utensils, and containers;
- All cooking and preparation counters;
- Prep station cutting boards, cupboard doors and handles;
- Walk-in cooler doors and handles;
- All sinks, faucets, knobs, and basins.

Front of House Cleaning

- All high-touch materials, including workstations, including desks, counter spaces, POS, phones;
- Cooler doors and handles;
- Indoor and outdoor door handles;
- Outdoor counter, Plexiglas, shelf, and window (on service window area);
- Pens, paper, any other materials used frequently.

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Temporary Motor Vehicle License Operations Policy

Effective 05/14/2020

The purpose of this policy is ensure the health and safety of the City employees performing essential functions conducting auto tab renewals and auto dealership transactions allowable under Emergency Executive Order 20-20. Under this policy only two employees may work in the Motor Vehicle License office at once time. Employees identified to perform such responsibilities are listed on the City's Critical Services Determination Table. Employees shall follow the procedures outlined below.

1. Employees shall follow the [City's Temporary Decontamination Policy](#) and [Temporary Facial Coverings \(Masks\) Policy](#).
 - Employees shall contact their supervisor for procedures of laundering masks.
2. Employees shall enter and exit only through the back DMV door.
3. Employee shall perform only assigned work responsibilities:
 - Dealership work; or
 - Drop box tab renewal
4. Employees may use the breakroom located within the Motor Vehicle License offices to keep their lunches. Employees shall follow decontamination policies when retrieving their lunches and shall eat at their desks.
 - The City Hall employee breakroom is closed at this time.
 - Employees are encouraged to wash their hands before and after eating.
5. Employees shall use the restrooms located in the hallway in between the MVL Office and Physical Development department.
 - Employees should use bleach spray to wipe down any surfaces that they contact.

Dealership Work

1. The employee processing dealership work shall process all dealership work at their desk.
2. The employee shall use paper towel and bleach spray to lightly decontaminate all of the envelopes before removing their gloves.
3. Employees may remove gloves to perform dealership work at their desk.
4. Employees shall process payments at the counter using only the assigned point of sale terminal and assigned office supplies.
5. Employees shall select license plates and stickers from cabinets while maintaining social distancing measures from all other employees.
6. The employee shall then place dealer work in an envelope and contact the dealer to schedule a pick-up time.
7. Upon arrival, the employee shall wear a mask and gloves and meet the dealer at the back door.

Drop Box Tab Renewal

1. Upon arrival, the employee assigned to tab renewals shall complete decontamination procedures and use gloves retrieve tab renewal requests from the drop box.

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



2. The employee shall bring all tab renewal requests to their desk for completion.
3. The employee shall use paper towel and bleach spray to lightly decontaminate all of the envelopes before removing their gloves.
4. Employees may remove gloves to perform tab renewal work at their desk.
5. Employees shall process payments at the counter using only the assigned point of sale terminal and assigned office supplies.
6. Employees shall select license plates and stickers from cabinets while maintaining social distancing measures from all other employees.
7. The employee shall then place tab renewal in an envelope.
8. Once all tab renewals are complete, the employee shall use the stairway to the second floor general services office to stamp all of the envelopes.
 - Employees unable to use the staircase due to a disability or medical condition may request a reasonable accommodation from the City.
 - The employee shall carefully follow decontamination procedures by wiping each doorknob and piece of equipment.
9. At the conclusion of the employees shift, the employee shall follow exit decontamination procedures and use their vehicle to drop off the stamped envelopes at the City of Golden Valley United States Postal Office.

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Appendix A: CDC Guidelines Use of Cloth Face Coverings to Help Slow the Spread of COVID-19

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Use of Cloth Face Coverings to Help Slow the Spread of COVID-19

How to Wear Cloth Face Coverings

Cloth face coverings should—

- fit snugly but comfortably against the side of the face
- be secured with ties or ear loops
- include multiple layers of fabric
- allow for breathing without restriction
- be able to be laundered and machine dried without damage or change to shape

CDC on Homemade Cloth Face Coverings

CDC recommends wearing cloth face coverings in public settings where other social distancing measures are difficult to maintain (e.g., grocery stores and pharmacies), **especially** in areas of significant community-based transmission.

CDC also advises the use of simple cloth face coverings to slow the spread of the virus and help people who may have the virus and do not know it from transmitting it to others. Cloth face coverings fashioned from household items or made at home from common materials at low cost can be used as an additional, voluntary public health measure.

Cloth face coverings should not be placed on young children under age 2, anyone who has trouble breathing, or is unconscious, incapacitated or otherwise unable to remove the cloth face covering without assistance.

The cloth face coverings recommended are not surgical masks or N-95 respirators. Those are critical supplies that must continue to be reserved for healthcare workers and other medical first responders, as recommended by current CDC guidance.

Should cloth face coverings be washed or otherwise cleaned regularly? How regularly?

Yes. They should be routinely washed depending on the frequency of use.

How does one safely sterilize/clean a cloth face covering?

A washing machine should suffice in properly washing a cloth face covering.

How does one safely remove a used cloth face covering?

Individuals should be careful not to touch their eyes, nose, and mouth when removing their cloth face covering and wash hands immediately after removing.



[cdc.gov/coronavirus](https://www.cdc.gov/coronavirus)

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Sewn Cloth Face Covering

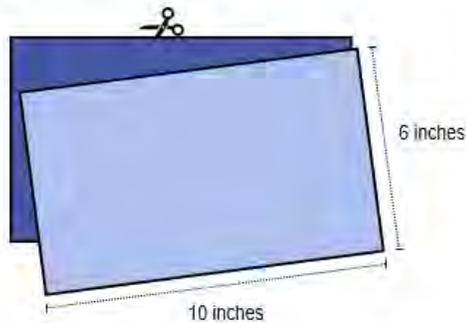
Materials

- Two 10"x6" rectangles of cotton fabric
- Two 6" pieces of elastic (or rubber bands, string, cloth strips, or hairties)
- Needle and thread (or bobby pin)
- Scissors
- Sewing machine

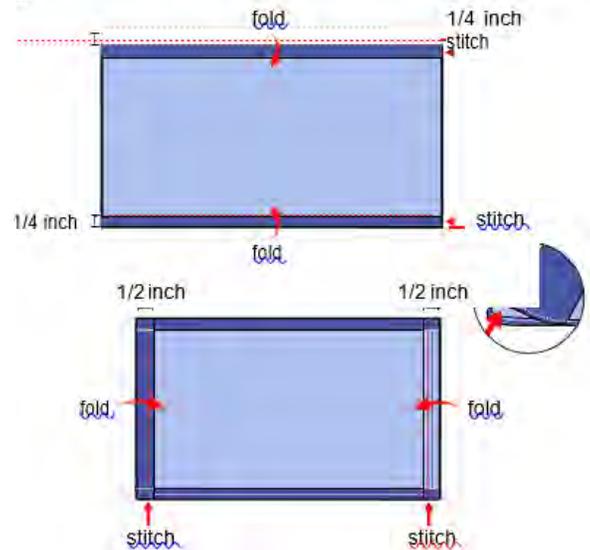


Tutorial

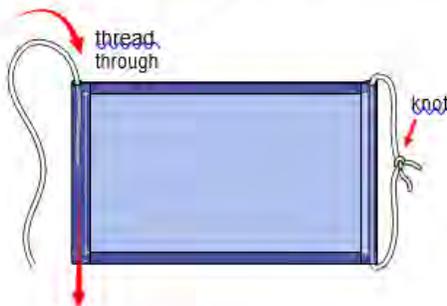
1. Cut out two 10-by-6-inch rectangles of cotton fabric. Use tightly woven cotton, such as quilting fabric or cotton sheets. T-shirt fabric will work in a pinch. Stack the two rectangles; you will sew the cloth face covering as if it was a single piece of fabric.



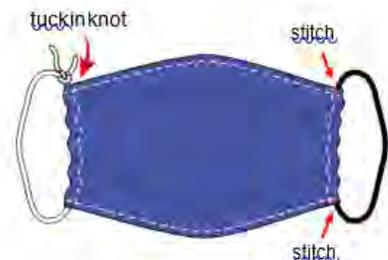
2. Fold over the long sides $\frac{1}{4}$ inch and hem. Then fold the double layer of fabric over $\frac{1}{2}$ inch along the short sides



3. Run a 6-inch length of $\frac{1}{8}$ -inch wide elastic through the wider hem on each side of the cloth face covering. These will be the ear loops. Use a large needle or a bobby pin to thread it through. Tie the ends tight. Don't have elastic? Use hair ties or elastic head bands. If you only have string, you can make the ties longer and tie the cloth face covering behind your head.



4. Gently pull on the elastic so that the knots are tucked inside the hem. Gather the sides of the cloth face covering on the elastic and adjust so the cloth face covering fits your face. Then securely stitch the elastic in place to keep it from slipping.



Temporary Worksite Safety Policies in Response to COVID-19 Pandemic

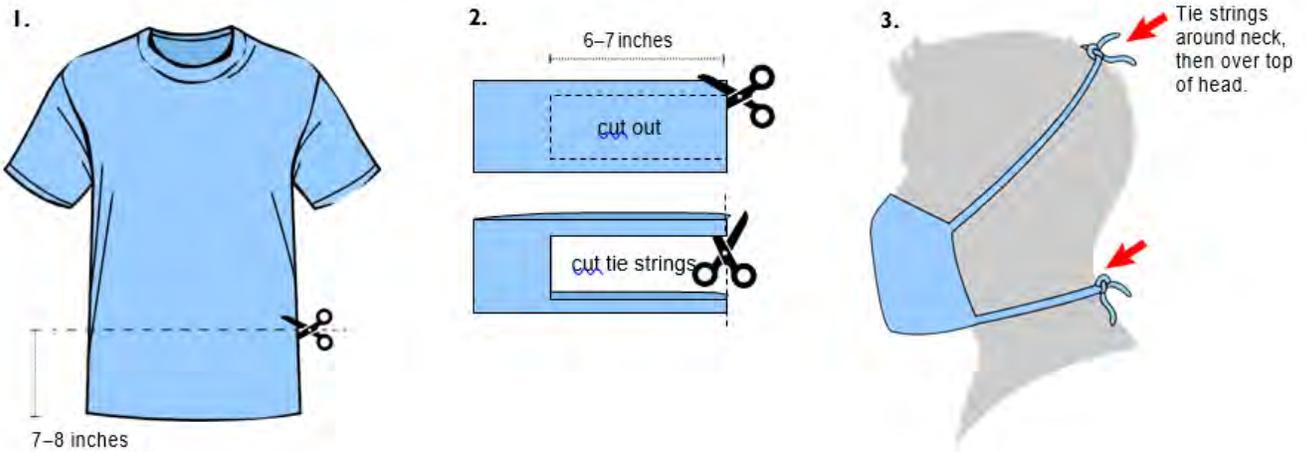


Quick Cut T-shirt Cloth Face Covering (no sew method)

Materials

- T-shirt
- Scissors

Tutorial

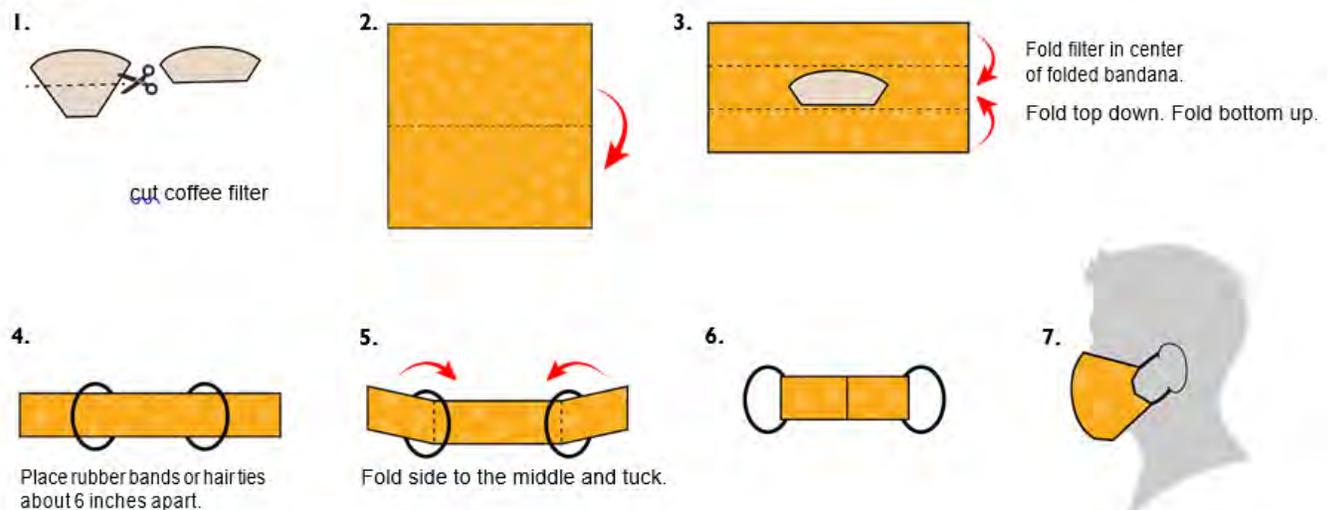


Bandana Cloth Face Covering (no sew method)

Materials

- Bandana (or square cotton cloth approximately 20"x20")
- Coffee filter
- Rubber bands (or hair ties)
- Scissors (if you are cutting your own cloth)

Tutorial



Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Appendix B: Face Covering Do's and Don'ts

Face Covering Do's and Don'ts:

DO:



- ✓ Make sure you can breathe through it
- ✓ Wear it whenever going out in public
- ✓ Make sure it covers your nose and mouth
- ✓ Wash after using

DON'T:

- ✗ Use if under two years old
- ✗ Use surgical masks or other PPE intended for healthcare workers



[cdc.gov/coronavirus](https://www.cdc.gov/coronavirus)

**EMERGENCY ADMINISTRATIVE ACTION 20-42
EXTENDING AUTHORIZATION FOR PARKS & RECREATION
TO ISSUE REFUNDS AND ALLOWING RECREATIONAL
ACTIVITIES TO RESUME PURSUANT TO MINN. EXEC. ORDER 20-56**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley hereby:

- Postpones all in-person Parks and Recreation activities, programs, classes, and events through June 12, 2020.
- Cancels youth athletic association events through June 12, 2020 unless earlier allowed by Executive Order of the Governor.
- Cancels all facility rentals, including rentals at the Brookview facility and City picnic shelters, through June 12, 2020.
- Closes all Parks and Recreation facilities, including lawn bowling, the Backyard, and the dining room services at Three-One-Six through June 12, 2020.
- Closes golf retail operations until June 1, 2020.
- Cancels the summer music series (music in the park), city field trips, and summer special events (including but not limited to summer water days, penny carnival, and the ice cream social) for the remainder of the summer.
- Allows small one-on-one or one-on-two person guided and instructional activities for golf and tennis, but only if the provider of the activities (1) executes a certification that the organization has adopted a COVID-19 preparedness plan that meets the requirements of the United States government and the State of Minnesota, including all social distancing requirements; and (2) submits a copy of its COVID-19 preparedness plan to the City for review.

Further, the City will issue full refunds for the following services:

- All Parks and Recreation activities, programs, classes and events that have been cancelled or postponed by the City; and
- All private events at City facilities through December 31, 2020.

This action shall be effective at 12:00 am on May 18, 2020 and will continue indefinitely until repealed or modified by subsequent City Manager or Council action.



Date: May 15, 2020

Timothy J. Cruikshank, City Manager

Certificate of Compliance

I hereby certify that the COVID-19 preparedness plan for the organization listed below (the "Organization") meets all applicable requirements of the United States government and the State of Minnesota, and that all volunteers and staff of the Organization who will perform work for the City of Golden Valley or on City of Golden Valley property have received a copy of the plan and appropriate training.

I also certify that I am an official representative for the Organization and authorized to sign on its behalf.

Organization Name

Authorized Representative Name and Title (please print)

Signature

Date



7800 Golden Valley Road
Golden Valley, MN 55427

**EMERGENCY ADMINISTRATIVE ACTION 20-43
UPDATING TEMPORARY EMPLOYMENT
POLICIES IN RESPONSE TO COVID-19**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley adopts the attached updated City of Golden Valley Temporary Employment Policies in Response to COVID-19, effective May 15, 2020.

These Temporary Employment Policies shall remain in effect indefinitely unless modified by subsequent City Manager or Council action.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Date: May 15, 2020

Timothy J. Cruikshank, City Manager

Temporary Employment Policies in Response to COVID-19 Pandemic



The City of Golden Valley values the health and safety of its employees and community members. In response to the COVID-19 pandemic, the City Manager enacts the following temporary employment policies:

Employee Travel Policy	2
Employee or Household Illness Policy	4
COVID-19 Exposure Policy.....	5
Flexible Work Arrangements Policy.....	6
Temporary Employee Recall Policy.....	9
PTO and Vacation Maximum Accrual	10
Supervisor Responsibilities	11

Temporary Employment Policies in Response to COVID-19 Pandemic



Employee Travel Policy

Effective 3/12/2020 – Revised 3/19/2020—Revised 5/15/2020

Employee Travel Generally

- Except as provided in the Travel Waiver Policy below, all employee business-related travel is prohibited. Employees should contact their supervisor if they have questions about traveling for business purposes. Employees may travel locally to perform the essential responsibilities of their jobs provided they obtain supervisor approval and follow all City policies, including but not limited to applicable social distancing and facial coverings (mask) policies.
- Non-critical internal meetings shall be cancelled, or hosted virtually.
- Employees who are planning to travel for personal reasons, or have recently returned from a trip, should notify their supervisor immediately. Employees are encouraged to follow [CDC Guidelines and Recommendations](#).
 - Employees returning from vacation may be asked to self-quarantine for a period of up to 14 days without symptoms. Employees may continue to work remotely if they are able.
 - If at any time an employee develops symptoms, they should contact their supervisor as soon as practicable.

Travel Waiver Policy

The City of Golden Valley hereby implements the following Temporary Travel Waiver Approval Process.

Temporary Travel Waiver Approval Process

- To authorize travel during the COVID-19 pandemic, supervisors must first consult with their department head to determine if the travel is necessary.
- If the travel is necessary, the Department Head must email a completed Temporary Travel Waiver Request to Kirsten Santelices in Human Resources. The Human Resources Director and City Manager will review the business case for the request, and either approve or deny the request in a timely fashion. Departments may authorize employee travel after the City Manager and Human Resources director have issued a pre-approval.

Temporary Travel Waiver Criteria

- The request must comply with all requirements of any Minnesota Executive Orders and other applicable laws, rules, and polices in effect at the time of the request.
- The request may only be granted when all of the following criteria are met:

Temporary Employment Policies in Response to COVID-19 Pandemic



- The travel is required to perform the employee’s job or is required to obtain or maintain a professional license or certification that is required for the employee to perform their job;
- There is no alternative that does not require travel; and
- The City has the ability to fund the travel.
- If the travel is approved, the employee shall follow all applicable City Policies for the duration of the trip.

This action modifies in part Emergency Executive Action 20-08. This action shall remain in effect indefinitely unless modified by subsequent City Manager or Council action.

Temporary Employment Policies in Response to COVID-19 Pandemic



Employee or Household Illness Policy

Effective 3/13/2020 – Revised 3/19/2020

- Employees who appear to have respiratory illness symptoms (i.e. cough, shortness of breath) upon arrival to work or who become sick during the day will be sent home immediately.
- If an employee or a person in the employee's household or under the care of an employee is sick, the employee should stay home until the employee's household is symptom free for at least 24 hours. Employees must also be fever-free without the use of fever-reducing medicine for at least 24 hours before returning to work.
 - Symptoms may include: persistent cough, runny nose, or sore throat, fever (100.4° oral), shortness of breath, or vomiting or diarrhea within the last 24 hours as a result of illness or unidentified cause.
- If an employee needs to stay home sick, they should notify their supervisor as soon as practically possible.

Temporary Employment Policies in Response to COVID-19 Pandemic



COVID-19 Exposure Policy

Effective 3/13/2020 – Revised 3/15/2020 – Revised 3/19/2020

- If an employee or someone an employee has come in contact with tests positive for COVID-19, the employee should notify their supervisor or human resources immediately.
 - Per CDC guidelines, employees who have been exposed to someone with a confirmed or suspected case of COVID-19 should remain home for a minimum of 14 days without symptoms, or until such time that the suspected case of exposure is confirmed negative.
 - If at any time an employee develops symptoms they should contact their supervisor immediately.
- If the City learns of a possible exposure to COVID-19 at work, all affected employees will be notified.
 - The City will protect the privacy of employees, in accordance with the Americans with Disabilities Act.
- If an employee contracts COVID-19 as a result of their responsibilities in the workplace, Worker's Compensation benefits may apply. Please contact human resources.
- [Per CDC guidelines](#), if an employee tests positive for COVID-19, the employee may return to work only after the following have occurred:
 - Employee has had no fever (without the use of fever-reducing medicine) for at least 72 hours;
 - Employee's other symptoms have improved and
 - At least 7 days have passed since the first appearance of the employee's symptoms.

Temporary Employment Policies in Response to COVID-19 Pandemic



Flexible Work Arrangements Policy

Effective 3/15/2020 – Revised 4/3/2020 – Revised 4/10/2020 – Revised 04/17/2020

Revised 4/30/2020

All employees will continue to be paid at their normal rate of pay.

- Employees who are able to work remotely, should do so until further notice.
 - Employees who work remotely should continue to work their normal hours unless they have made other arrangements with their supervisor.
 - Employees who are unsure whether or not they can work remotely, should contact their supervisor.
 - Employees who need to make arrangements to work remotely should work with their supervisor to make the required preparations. If employees need to visit the office, the employee and supervisor should work together to arrange a specific time for the employee to come to the office. Staff should make every effort to minimize the number of people in the building.
 - All staff visiting City buildings shall follow the Temporary Decontamination Policy ([Temporary Worksite Safety Policies](#)).
 - Employees deemed critical who are able to work on-site shall follow the City's [Temporary Worksite Safety Policies](#) and department-specific policies related to worksite safety and use of personal protective equipment (PPE).
- Employees who cannot work remotely should be available to work during their regular hours, but should not report to work unless instructed to do so by their supervisor. All employees will continue to be paid at their normal rate of pay, unless otherwise noted below.
- Employees may be called in to work as situations change/evolve.
 - This means that all employees should be reachable and available to work during their regular work hours. If an employee has a pre-approved vacation the employee must use PTO/Vacation for that time, unless the vacation is cancelled. Employees should notify their supervisor if they intend to cancel their vacation.
 - Additionally, if an employee is unable work because they are sick or are caring for a family member who is sick, unrelated to COVID-19, the employee shall use PTO/sick leave until they are able to return to work. In this case, other leave benefits may apply, please contact human resources with questions. If the employee is unable to work based on a situation related to COVID-19, the employee should refer to the [COVID-19 Temporary Federal Leave Policies](#) and contact human resources.

Temporary Employment Policies in Response to COVID-19 Pandemic



- The City may provide additional or alternative non-ADA accommodations to support its employees as they work during the COVID-19 pandemic. Employees requesting such accommodations should refer to the [COVID-19 Non-ADA Accommodation Procedures & Request Form](#).
- All non-regular employees (including interns and Brookview staff) will be paid for all of the hours for which they have been scheduled.
- Beginning April 2, 2020 the following policy amendments shall take effect:
 - Except as noted below, non-regular employees who are no longer scheduled to work due to facility closures shall continue to be paid bi-weekly at their regular rate of pay. The number of hours for which the employee will be paid each pay period shall be based upon the average number of hours the employee worked over the previous six pay periods (from 12/23/2019-3/15/2020). Three One Six Restaurant employees shall be paid for the average number of hours worked over the same six pay periods, excluding the week of February 3 – February 9 (during which time the facility was closed for operational repairs).
 - For the purposes of this policy, non-regular employees include individuals in the following positions:
 - Server
 - Bartender
 - Cook
 - Dishwasher/Bar-Back
 - Restaurant and Banquet Staff Coordinator
 - Golf Staff Coordinator
 - Lead Pro-Shop Cashier/Pro-Shop Cashier
 - Guest Services Lead
 - Community Center Attendant
 - Indoor Playground Attendant
 - Sports Instructor
 - Assistant Senior Program Coordinator
 - Building and Grounds Maintenance Worker
 - Temporary employees whose positions have an established end date based on normal operating procedures shall end their employment on the normally scheduled date and shall not be entitled to pay after that date. These positions include: Warming House Attendants, Sports/Athletic Instructors, and Accounting Intern.
- Beginning April 17, 2020, 5 pm, the City has implemented temporary layoffs of employees in the positions listed above.

Temporary Employment Policies in Response to COVID-19 Pandemic



- Emergency Management/Public Safety personnel shall follow directives of their department leadership.

Temporary Employment Policies in Response to COVID-19 Pandemic



Temporary Employee Recall Policy

Effective 4/21/2020

As the City resumes normal business operations, the City may, recall employees who have been temporarily laid off. Departments wishing to recall laid off employees shall follow the requirements of the Hiring Suspension Waiver Approval Process, as modified from time to time. See Emergency Administrative Action 20-31.

The City shall determine which employees to recall according to the following factors:

- The needs of the City, including the needs to fulfill project requirements, deadlines, etc;
- The employee's transferable skills (if the role has changed);
- How the employee performed in their old role; and
- How long the employee has worked at the organization (tenure).

An official notice of recall shall be sent to each recalled employee by email. The employee must respond to the recall notice within three days following receipt of the notice or its attempted delivery, or it will be assumed that the employee is refusing the recall.

If an employee has been laid off for a period of three months or more, the employee may be required to complete pre-employment conditions prior to returning to work.

Temporary Employment Policies in Response to COVID-19 Pandemic



PTO and Vacation Maximum Accrual

Effective 4/8/2020

Under the City's existing leave policies employees accrue vacation hours or paid time-off (PTO) hours each pay period. The hours are accrued according to an accrual schedule, which is based on an employee's years of service. Each accrual schedule has a maximum number of accrual hours. The City's current vacation and PTO accrual schedules can be found [here](#). Under existing policies, an employee no longer accrues vacation or PTO hours once they have reached the maximum number of accrual hours within their schedule.

Temporary Policy and Conditions

Under this temporary policy, employees are eligible to accrue vacation and PTO hours beyond their existing maximum accrual, provided all of the following conditions are met:

- The employee is a full-time regular or part-time regular benefit earning employee;
- The employee is within 40 hours of, or has already exceeded, their existing maximum accrual balance at any time between April 8, 2020 and December 31, 2020;
- the employee has submitted a vacation or paid time-off request between April 8, 2020 and December 31, 2020, and
- the employee's Department Head or the City Manager denied the employee's vacation or paid-time off request to preserve continuity of City operations.

If an employee reaches the maximum vacation or PTO accrual within their schedule, but has not been denied the opportunity to use such leave, the employee shall stop accruing leave hours pursuant to the existing vacation and PTO policies.

Process

When an employee meets the conditions listed above the employee should email their department head and human resources with a request to extend their vacation or PTO maximum accrual. The request shall be reviewed and approved or denied by the City Manager.

Upon approval, employees shall continue to accrue vacation or PTO hours above their existing maximum accrual until December 31, 2020. All vacation hours and PTO hours accrued beyond the existing maximum accrual must be used by December 31, 2020. Employees shall follow normal vacation or PTO request policies and procedures.

Vacation or PTO hours accrued beyond the existing maximum accrual shall not carry over to the following calendar year, nor will the accrued hours be paid out to employees in the form of cash or any other type of compensation.

Additionally, all vacation hours and PTO hours that are accrued above the employee's existing maximum accrual will not be paid out to an employee upon separation from employment in the form of cash, or used in any manner other than what is stated in this policy.

Temporary Employment Policies in Response to COVID-19 Pandemic



Supervisor Responsibilities

Supervisors are responsible for the following responsibilities:

- Ongoing and regular communication with employees (both working and non-working) including messages from the Emergency Management Team and Department Head.
- Fill out and approve timecards.

Supervisors: please ensure you have the primary phone number and email for each of your employees, your direct supervisor, and your Department Head. Additionally, you should have the contact information for the following individuals:

- Tim Cruikshank, City Manager – (763-593-8003)
- Kirsten Santelices, Human Resources Director (all employee-related questions) – (763-593-3989)
- Ted Massicotte, Deputy Fire Chief (Interim Emergency Management Director) – (763-593-8080)
- Internal Only Public Safety Line – (763-593-8056)
- Wanita Williams, Accountant (payroll questions) – (763-593-8011)
- Sue Virnig, Finance Director (back-up payroll questions; expenses) – (763-593-8010)
- Cheryl Weiler, Communications Director (Crisis Communications Director) – (763-593-8004)



7800 Golden Valley Road
Golden Valley, MN 55427

**EMERGENCY ADMINISTRATIVE ACTION 20-44
AMENDING THE LICENSE AGREEMENT
WITH THE GOLDEN VALLEY ORCHESTRA**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley approves the attached Third Amendment to the License Agreement with the Golden Valley Orchestra and authorizes the Mayor and City Manager to sign the amendment upon ratification of this Emergency Administrative Action by the City Council.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Date: May 20, 2020

Timothy J. Cruikshank, City Manager

**THIRD AMENDMENT TO
LICENSE AGREEMENT BETWEEN
CITY OF GOLDEN VALLEY &
THE GOLDEN VALLEY ORCHESTRA**

THIS THIRD AMENDMENT TO LICENSE AGREEMENT BETWEEN CITY OF GOLDEN VALLEY & THE GOLDEN VALLEY ORCHESTRA (this “**Third Amendment**”) is made effective as of June 2, 2020 (the “**Amendment Effective Date**”) by and between the City of Golden Valley (“**Licensor**”) and the Golden Valley Orchestra (“**Licensee**”), a Minnesota nonprofit corporation.

RECITALS

WHEREAS, Licensor and Licensee are parties to a License Agreement, dated January 1st, 2018 and amended on May 7, 2019 and January 21, 2020 (the “**License**”).

WHEREAS, the parties desire to amend the License as provided herein.

WHEREAS, upon the mutual written agreement of the Licensor and Licensee, the terms of the License may be modified.

WHEREAS, the parties wish to amend the License as set forth below.

AGREEMENT

The parties agree to amend the License as follows, effective as of the Amendment Effective Date:

1. **Recitals**. The recitals set forth above are true and correct and are hereby incorporated herein by reference. Any capitalized terms used herein but not defined have the same meaning as that ascribed to them in the License.
2. **Extension of Term**. The term of the License shall be extended and the License shall continue in effect until December 31, 2025. No later than December 1 of each year, the parties shall meet to determine a schedule for the following calendar year and shall jointly prepare updates to **Exhibit B: List of Rehearsal Dates and Board Meetings**, and **Exhibit C: Agreed Services to the City**. Once approved and signed by the authorized party for the GVO and the City Parks and Recreation Director, the Parks and Recreation Director shall file the updated Exhibits B and C with the City Clerk no later than January 1 each year.
3. **Temporary Suspension**. Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley closed all of its facilities to the public due to the COVID-19 pandemic. As a result of the facility closing and other complications related to the COVID-19 pandemic, the parties agree to suspend the obligations of both parties indefinitely. The parties may resume their respective

obligations under the License at any time by mutual agreement. The City Manager shall have the authority to resume the City's obligations under this paragraph.

4. **Force Majeure.** Neither party shall be responsible or liable to the other for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, pandemic, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the parties shall use reasonable efforts to resume performance as soon as practicable under the circumstances.
5. **Ratification.** Except as specifically provided in this Third Amendment, each and every provision of the License, as amended through the date hereof, remains, and is, in all respects, in full force and effect.
6. **Counterparts.** This Third Amendment may be executed in any number of counterparts, including facsimile and .pdf, each of which constitutes an original and all of which, collectively, constitute one and the same instrument. The signatures of the parties need not appear on the same counterpart.
7. **Miscellaneous.** (i) The provisions hereof are binding upon and inure to the benefit of the parties and their respective successors and assigns; and (ii) this Third Amendment along with the License, as previously amended, constitute the entire understanding between the parties in respect to the subject matter hereof.

INTENDING TO BE LEGALLY BOUND HEREBY, the parties have executed this Third Amendment as evidenced by the signatures of their authorized representatives below.

Signed:

Golden Valley Orchestra,
a Minnesota nonprofit corporation

By: _____
Print Name: _____
Its (Title): _____

Signed:

City of Golden Valley,
a Minnesota municipal corporation

By _____
Shepard M. Harris, Mayor

By _____
Timothy J. Cruikshank, City Manager



7800 Golden Valley Road
Golden Valley, MN 55427

**EMERGENCY ADMINISTRATIVE ACTION 20-45
RESCHEDULING NIGHT TO UNITE**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley reschedules the 2020 Night to Unite event from August 4, 2020 to October 6, 2020. The City is taking this action in accordance with recommendations from the Minnesota Crime Prevention Association.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Date: May 20, 2020

Timothy J. Cruikshank, City Manager

**EMERGENCY ADMINISTRATIVE ACTION 20-46
ESTABLISHING ADDITIONAL REQUIREMENTS
FOR SPECIAL EVENT PERMITS**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley establishes the following additional requirements for Special Event Permits:

- For events held on City-owned land or public right of way, the organization or group sponsoring the event (the “Organizer”) shall:
 - Be solely responsible for all safety precautions on the site for the duration of the event, including setup and teardown.
 - Provide general liability insurance of at least \$1,000,000 per occurrence if no alcohol is served and \$2,000,000 if alcohol is served and name the City as an additional insured.
 - Defend and indemnify the City for any claims arising from or related to the event.
 - Enter into an agreement with the City in a form approved by the City Attorney, which shall include the foregoing requirements and which may include additional requirements as determined by the City Manager and City Attorney.
 - Submit to the City a certification that the group or organization has adopted a COVID-19 preparedness plan that meets the requirements of the United States government and the State of Minnesota.
 - Submit a copy of its COVID-19 preparedness plan to the City for review.

- For events held on private property, the Organizer shall:
 - Submit to the City a certification that the group or organization has adopted a COVID-19 preparedness plan that meets the requirements of the United States government and the State of Minnesota.
 - Submit a copy of its COVID-19 preparedness plan to the City for review.

These requirements are in addition to the rules and requirements in Golden Valley City Code, section 26-9. This action will continue indefinitely unless repealed by subsequent City Manager or Council action.



Date: May 26, 2020

Timothy J. Cruikshank, City Manager



7800 Golden Valley Road
Golden Valley, MN 55427

**EMERGENCY ADMINISTRATIVE ACTION 20-47
UPDATING TEMPORARY EMPLOYMENT
POLICIES IN RESPONSE TO COVID-19**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley adopts the attached updated City of Golden Valley Temporary Employment Policies in Response to COVID-19, effective May 28, 2020.

These Temporary Employment Policies shall remain in effect indefinitely unless modified by subsequent City Manager or Council action.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Date: May 28, 2020

Timothy J. Cruikshank, City Manager

Temporary Employment Policies in Response to COVID-19 Pandemic



The City of Golden Valley values the health and safety of its employees and community members. In response to the COVID-19 pandemic, the City Manager enacts the following temporary employment policies:

Employee Travel Policy.....	2
Screening and Symptoms	4
Flexible Work Arrangements Policy	8
Temporary Employee Recall Policy	11
PTO and Vacation Maximum Accrual	12
Supervisor Responsibilities.....	13

Temporary Employment Policies in Response to COVID-19 Pandemic



Employee Travel Policy

Effective 3/12/2020 – Revised 3/19/2020 – Revised 5/15/2020

Employee Travel Generally

- Except as provided in the Travel Waiver Policy below, all employee business-related travel is prohibited. Employees should contact their supervisor if they have questions about traveling for business purposes. Employees may travel locally to perform the essential responsibilities of their jobs provided they obtain supervisor approval and follow all City policies, including but not limited to applicable social distancing and facial coverings (mask) policies.
- Non-critical internal meetings shall be cancelled, or hosted virtually.
- Employees who are planning to travel for personal reasons, or have recently returned from a trip, should notify their supervisor immediately. Employees are encouraged to follow [CDC Guidelines and Recommendations](#).
 - Employees returning from vacation may be asked to self-quarantine for a period of up to 14 days without symptoms. Employees may continue to work remotely if they are able.
 - If at any time an employee develops symptoms, they should contact their supervisor as soon as practicable.

Travel Waiver Policy

The City of Golden Valley hereby implements the following Temporary Travel Waiver Approval Process.

Temporary Travel Waiver Approval Process

- To authorize travel during the COVID-19 pandemic, supervisors must first consult with their department head to determine if the travel is necessary.
- If the travel is necessary, the Department Head must email a completed Temporary Travel Waiver Request to Kirsten Santelices in Human Resources. The Human Resources Director and City Manager will review the business case for the request, and either approve or deny the request in a timely fashion. Departments may authorize employee travel after the City Manager and Human Resources director have issued a pre-approval.

Temporary Travel Waiver Criteria

- The request must comply with all requirements of any Minnesota Executive Orders and other applicable laws, rules, and policies in effect at the time of the request.
- The request may only be granted when all of the following criteria are met:

Temporary Employment Policies in Response to COVID-19 Pandemic



- The travel is required to perform the employee’s job or is required to obtain or maintain a professional license or certification that is required for the employee to perform their job;
- There is no alternative that does not require travel; and
- The City has the ability to fund the travel.
- If the travel is approved, the employee shall follow all applicable City Policies for the duration of the trip.

This action modifies in part Emergency Executive Action 20-08. This action shall remain in effect indefinitely unless modified by subsequent City Manager or Council action.

Temporary Employment Policies in Response to COVID-19 Pandemic

Screening and Symptoms

The purpose of this section is to provide protocols that will ensure the prompt identification and isolation of sick persons at City Facilities. The City has implemented a number of temporary policies to address illness, leave options, and COVID-19 exposure. Employees are required to adhere to all of these policies.

The City will provide accommodations for workers with underlying medical conditions or who have household members with underlying health conditions.

Employee Health Screening

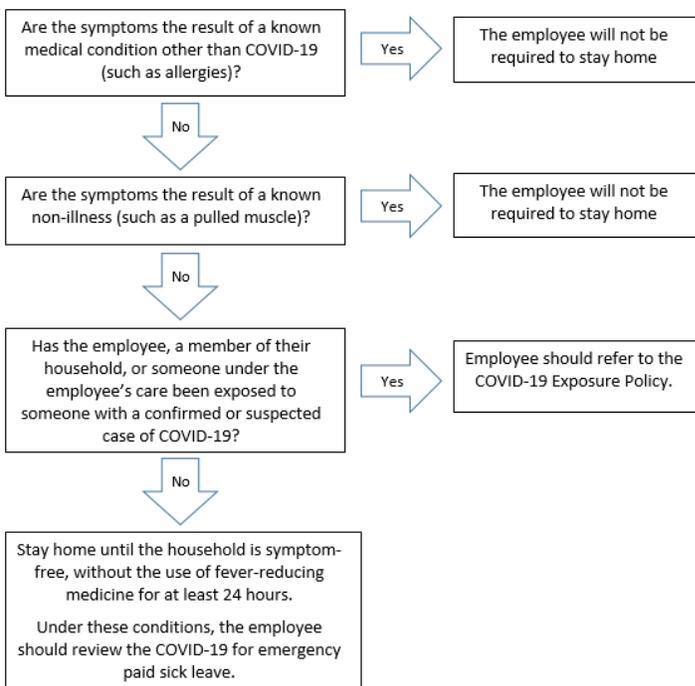
Employees are required to actively monitor their own health. Each day, employees shall use the CDC "[Self-Checker](#)." prior to performing work on-site. The employee shall only be required to notify their supervisor if they are experiencing symptoms or the CDC Self-Checker recommends isolation or medical attention.

Employees are required to continually screen themselves for the following symptoms:

- Persistent cough
- Runny nose
- Sore throat
- Fever (100.4 degrees oral)
- Shortness of breath
- Chills
- Muscle pain
- Vomiting or diarrhea within the last 24 hours
- New loss of smell or taste

Employee or Household Illness

If an employee or a person in the employee’s household, or someone under the care of an employee is exhibiting any of the symptoms listed above the employee should notify their supervisor as soon as practically possible and follow these guidelines:



Temporary Employment Policies in Response to COVID-19 Pandemic



COVID-19 Exposure Policy

Employee Secondary Exposure

If a member of the employee’s household, or someone under the care of an employee is exposed to a suspected or confirmed case of COVID-19, the employee should notify their supervisor, but may continue to work on-site as long as the employee and members of the employee’s household remain asymptomatic. If at any time the employee or member of the employee’s household starts to show symptoms, the employee shall notify their supervisor immediately.

Employee Direct Exposure to Suspected or Confirmed Case of COVID-19

If at any time an employee has come in contact with someone who has a suspected or confirmed positive case of COVID-19 the employee should notify their supervisor and human resources immediately. The City shall implement the following measures recommended by the CDC and MDH.

Removal from On-Site Work

If the employee is at work and learns that someone with whom they have been in contact has a suspected or confirmed case of COVID-19, they shall be sent home immediately. If the employee is at home, they shall be instructed not to report to work on-site.

Conduct Exposure Risk Analysis

Human Resources and the supervisor shall conduct a risk analysis using the table below to determine if contact exposure has occurred. The Human Resources Department shall update the table as the CDC’s [Public Health Recommendations for Community Related Exposure](#) and [Guidance for Risk Assessment and Work Restrictions for Healthcare Personnel](#) change and as any other guidance from the CDC or MDH is released.

Person:	Exposure to:	Recommended Precautions:
<ul style="list-style-type: none"> Member of employee’s household Employee’s intimate partner Individual providing care in a household without using recommended infection control precautions Individual who has had close contact¹ with employee for a prolonged period of time,² unless employee is an emergency responder and contact occurred while employee was wearing personal protective equipment (PPE). 	Person with symptomatic COVID-19 during period from 48 hours before symptoms onset until meets criteria for discontinuing home isolation (can be a laboratory-confirmed disease or a clinically compatible illness in a state or territory with widespread community transmission)	<ul style="list-style-type: none"> Stay home until 14 days after last exposure and maintain social distance (at least 6 feet) from others at all times Self-monitor for symptoms <ul style="list-style-type: none"> Check temperature twice a day Watch for fever (100.4°F; oral), cough, or shortness of breath Avoid contact with people at higher risk for severe illness (unless they live in the same home and had same exposure) Follow CDC guidance and inform supervisor if employee develops symptoms

¹ Contact means < 6 feet

² Prolonged period of time means 15 minutes or more

Temporary Employment Policies in Response to COVID-19 Pandemic



The employee shall remain home while the City conducts this analysis. The employee shall be paid their regular rate of pay during this time and shall not be required to use PTO or other leave.

At the conclusion of the risk analysis, the City shall inform the employee if a period of isolation is required.

Period of Isolation

If a period of isolation is required, the duration of such time shall be determined by the Minnesota Department of Health “COVID-19 and When to Return to Work” guidance. However, the employee may return sooner if one or both of the following occur:

- It is determined that the individual with the suspected case of exposure is confirmed negative; or
- The employee voluntarily submits a confirmed negative viral COVID-19 test following the advice of the employee’s medical provider. Antibody tests shall not be accepted.
 - The employee shall submit their proof of negative results to Human Resources. These results shall be kept confidential in accordance with HIPPA and the Minnesota Data Practices Act.

Employee Pay During Period of Isolation

If a period of isolation is required:

- Employees who are able may work remotely (telework).
- If the employee is unable to work due to any reasons under the City’s COVID-19 Temporary Federal Leave Policies the employee may qualify for paid emergency sick leave.
- If the employee is unable to telework due to the requirements of their job and does not qualify for emergency paid sick leave, the employee will be required to follow existing City paid leave policies (including sick, vacation, PTO, and comp time).

If the employee develops symptoms at any time, the employee should notify their supervisor and continue to remain offsite.

Employee Confirmed Positive Case of COVID-19

If at any time an employee is confirmed to have COVID-19, the employee shall immediately notify their supervisor and human resources. The employee’s supervisor or designee shall serve as the point of contact with the employee. The following procedures shall be followed.

Removal from On-Site Work

If the employee is at work, they shall be sent home immediately. If the employee is at home, they shall be instructed not to report to work on-site.

Period of Isolation

During the period of isolation:

- Employees who are able shall work remotely (telework).
- If the employee is unable to work due to sickness, the employee may qualify for paid emergency sick leave under the City’s COVID-19 Temporary Federal Leave Policy.



Temporary Employment Policies in Response to COVID-19 Pandemic

- If the employee is unable to telework due to the requirements of their job and does not qualify for emergency paid sick leave, the employee will be required to follow existing City paid leave policies (including sick, vacation, PTO, and comp time).

Reporting Exposure

The City shall compile information on persons who had contact with the ill employee during work hours during the time the employee had symptoms and up to 48 hours prior to showing symptoms.

- Any other individuals who have had close contact (within 6 feet of the employee during this time) may be considered “exposed” and shall be subject to the COVID-19 “direct exposure” provisions of this policy.

The City shall notify all of the identified individuals of the potential exposure. Pursuant to the MN Data Practices Act and the Americans with Disabilities Act (ADA), the City will not share the name of the individual with anyone.

Additional Decontamination

All workspace surfaces, vehicles, and equipment that the employee used up to 48 hours prior, will be cleaned and disinfected following CDC cleaning and disinfecting recommendations.

Returning to Work

An employee who had COVID-19 may return to work once the conditions under the CDC’s guidance on [“Ending Home Isolation”](#) are met.

Communication Regarding Employee Health

The City will protect the privacy of all employees, employees’ medical information, and information about accommodations or leaves in accordance with all applicable federal and state laws.

Temporary Employment Policies in Response to COVID-19 Pandemic



Flexible Work Arrangements Policy

Effective 3/15/2020 – Revised 4/3/2020 – Revised 4/10/2020 – Revised 04/17/2020 – Revised 4/30/2020

All employees will continue to be paid at their normal rate of pay.

- Employees who are able to work remotely, should do so until further notice.
 - Employees who work remotely should continue to work their normal hours unless they have made other arrangements with their supervisor.
 - Employees who are unsure whether or not they can work remotely, should contact their supervisor.
 - Employees who need to make arrangements to work remotely should work with their supervisor to make the required preparations. If employees need to visit the office, the employee and supervisor should work together to arrange a specific time for the employee to come to the office. Staff should make every effort to minimize the number of people in the building.
 - All staff visiting City buildings shall follow the Temporary Decontamination Policy ([Temporary Worksite Safety Policies](#)).
 - Employees deemed critical who are able to work on-site shall follow the City's [Temporary Worksite Safety Policies](#) and department-specific policies related to worksite safety and use of personal protective equipment (PPE).
- Employees who cannot work remotely should be available to work during their regular hours, but should not report to work unless instructed to do so by their supervisor. All employees will continue to be paid at their normal rate of pay, unless otherwise noted below.
- Employees may be called in to work as situations change/evolve.
 - This means that all employees should be reachable and available to work during their regular work hours. If an employee has a pre-approved vacation the employee must use PTO/Vacation for that time, unless the vacation is cancelled. Employees should notify their supervisor if they intend to cancel their vacation.
 - Additionally, if an employee is unable work because they are sick or are caring for a family member who is sick, unrelated to COVID-19, the employee shall use PTO/sick leave until they are able to return to work. In this case, other leave benefits may apply, please contact human resources with questions. If the employee is unable to work based on a situation related to COVID-19, the employee should refer to the [COVID-19 Temporary Federal Leave Policies](#) and contact human resources.
- The City may provide additional or alternative non-ADA accommodations to support its employees as they work during the COVID-19 pandemic. Employees requesting such

Temporary Employment Policies in Response to COVID-19 Pandemic



accommodations should refer to the [COVID-19 Non-ADA Accommodation Procedures & Request Form](#).

- All non-regular employees (including interns and Brookview staff) will be paid for all of the hours for which they have been scheduled.
- Beginning April 2, 2020 the following policy amendments shall take effect:
 - Except as noted below, non-regular employees who are no longer scheduled to work due to facility closures shall continue to be paid bi-weekly at their regular rate of pay. The number of hours for which the employee will be paid each pay period shall be based upon the average number of hours the employee worked over the previous six pay periods (from 12/23/2019-3/15/2020). Three One Six Restaurant employees shall be paid for the average number of hours worked over the same six pay periods, excluding the week of February 3 – February 9 (during which time the facility was closed for operational repairs).
 - For the purposes of this policy, non-regular employees include individuals in the following positions:
 - Server
 - Bartender
 - Cook
 - Dishwasher/Bar-Back
 - Restaurant and Banquet Staff Coordinator
 - Golf Staff Coordinator
 - Lead Pro-Shop Cashier/Pro-Shop Cashier
 - Guest Services Lead
 - Community Center Attendant
 - Indoor Playground Attendant
 - Sports Instructor
 - Assistant Senior Program Coordinator
 - Building and Grounds Maintenance Worker
 - Temporary employees whose positions have an established end date based on normal operating procedures shall end their employment on the normally scheduled date and shall not be entitled to pay after that date. These positions include: Warming House Attendants, Sports/Athletic Instructors, and Accounting Intern.
- Beginning April 17, 2020, 5 pm, the City has implemented temporary layoffs of employees in the positions listed above.

Temporary Employment Policies in Response to COVID-19 Pandemic



- Emergency Management/Public Safety personnel shall follow directives of their department leadership.



Temporary Employment Policies in Response to COVID-19 Pandemic

Temporary Employee Recall Policy

Effective 4/21/2020

As the City resumes normal business operations, the City may, recall employees who have been temporarily laid off. Departments wishing to recall laid off employees shall follow the requirements of the Hiring Suspension Waiver Approval Process, as modified from time to time. See Emergency Administrative Action 20-31.

The City shall determine which employees to recall according to the following factors:

- The needs of the City, including the needs to fulfill project requirements, deadlines, etc;
- The employee's transferable skills (if the role has changed);
- How the employee performed in their old role; and
- How long the employee has worked at the organization (tenure).

An official notice of recall shall be sent to each recalled employee by email. The employee must respond to the recall notice within three days following receipt of the notice or its attempted delivery, or it will be assumed that the employee is refusing the recall.

If an employee has been laid off for a period of three months or more, the employee may be required to complete pre-employment conditions prior to returning to work.

Temporary Employment Policies in Response to COVID-19 Pandemic



PTO and Vacation Maximum Accrual

Effective 4/8/2020

Under the City's existing leave policies employees accrue vacation hours or paid time-off (PTO) hours each pay period. The hours are accrued according to an accrual schedule, which is based on an employee's years of service. Each accrual schedule has a maximum number of accrual hours. The City's current vacation and PTO accrual schedules can be found [here](#). Under existing policies, an employee no longer accrues vacation or PTO hours once they have reached the maximum number of accrual hours within their schedule.

Temporary Policy and Conditions

Under this temporary policy, employees are eligible to accrue vacation and PTO hours beyond their existing maximum accrual, provided all of the following conditions are met:

- The employee is a full-time regular or part-time regular benefit earning employee;
- The employee is within 40 hours of, or has already exceeded, their existing maximum accrual balance at any time between April 8, 2020 and December 31, 2020;
- the employee has submitted a vacation or paid time-off request between April 8, 2020 and December 31, 2020, and
- the employee's Department Head or the City Manager denied the employee's vacation or paid-time off request to preserve continuity of City operations.

If an employee reaches the maximum vacation or PTO accrual within their schedule, but has not been denied the opportunity to use such leave, the employee shall stop accruing leave hours pursuant to the existing vacation and PTO policies.

Process

When an employee meets the conditions listed above the employee should email their department head and human resources with a request to extend their vacation or PTO maximum accrual. The request shall be reviewed and approved or denied by the City Manager.

Upon approval, employees shall continue to accrue vacation or PTO hours above their existing maximum accrual until December 31, 2020. All vacation hours and PTO hours accrued beyond the existing maximum accrual must be used by December 31, 2020. Employees shall follow normal vacation or PTO request policies and procedures.

Vacation or PTO hours accrued beyond the existing maximum accrual shall not carry over to the following calendar year, nor will the accrued hours be paid out to employees in the form of cash or any other type of compensation.

Additionally, all vacation hours and PTO hours that are accrued above the employee's existing maximum accrual will not be paid out to an employee upon separation from employment in the form of cash, or used in any manner other than what is stated in this policy.

Temporary Employment Policies in Response to COVID-19 Pandemic



Supervisor Responsibilities

Supervisors are responsible for the following responsibilities:

- Ongoing and regular communication with employees (both working and non-working) including messages from the Emergency Management Team and Department Head.
- Fill out and approve timecards.

Supervisors: please ensure you have the primary phone number and email for each of your employees, your direct supervisor, and your Department Head. Additionally, you should have the contact information for the following individuals:

- Tim Cruikshank, City Manager – (763-593-8003)
- Kirsten Santelices, Human Resources Director (all employee-related questions) – (763-593-3989)
- Ted Massicotte, Deputy Fire Chief (Interim Emergency Management Director) – (763-593-8080)
- Internal Only Public Safety Line – (763-593-8056)
- Wanita Williams, Accountant (payroll questions) – (763-593-8011)
- Sue Virnig, Finance Director (back-up payroll questions; expenses) – (763-593-8010)
- Cheryl Weiler, Communications Director (Crisis Communications Director) – (763-593-8004)



7800 Golden Valley Road
Golden Valley, MN 55427

**EMERGENCY ADMINISTRATIVE ACTION 20-48
UPDATING TEMPORARY WORKSITE SAFETY POLICIES**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley adopts the updated City of Golden Valley Temporary Worksite Safety Policies effective May 22, 2020 and updated May 29, 2020.

These Temporary Worksite Policies shall remain in effect indefinitely unless modified by subsequent City Manager or Council action.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Date: May 29, 2020

Timothy J. Cruikshank, City Manager

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Introduction and Purpose

The City of Golden Valley values the health and safety of its employees and community members. In response to the COVID-19 pandemic, the City Manager enacts these Temporary Worksite Safety Policies. These policies shall remain in place until repealed by action of the City Manager. Where there is a conflict between any Temporary Worksite Safety Policy and a department specific policy (approved by human resources), the department specific policy shall control. Employees must continue to follow the [City’s Temporary Employment Policies](#).

Current Temporary Worksite Safety Policies:

Temporary Decontamination Policy	2
Temporary Vehicle and Equipment Use Policy.....	4
Temporary Facial Covering (Masks) Policy	5
Temporary Field Inspections Policy	7
Temporary Public Works On-Site Work Policy	8
Temporary City Park and Open Space Monitoring Policy.....	9
Temporary Golf Course Maintenance Policy	11
Temporary Golf Course Operations Policy	12
Temporary Restaurant Operations Policy.....	15
Temporary Motor Vehicle License Operations Policy	17
Temporary Fire Department Training Policy	19

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Temporary Decontamination Policy

Effective 04/17/2020

Introduction

During a health emergency, some City facilities may be closed. In these situations, staff shall, to the extent possible, work remotely. Periodically employees may need to enter City facilities to perform critical services. In addition to the requirements of this Decontamination Policy, the City shall follow the preventative measures and recommendations of the Center for Disease Controls (CDC) and OSHA. Employees may refer to the short [video guides](#) for the decontamination procedures below.

Purpose

The purpose of this Decontamination Policy is to provide employees with procedures to consistently and effectively maintain the cleanliness of City property and facilities, thereby minimizing the spread of germs.

All employees entering City facilities, operating City equipment, or handling City property during a closure shall follow this Decontamination Policy.

Supplies

The City will provide the necessary equipment and supplies needed to carry out this Decontamination Policy. The supplies inventory will be maintained by Public Safety Staff and employees should immediately notify the on-duty employee at the Public Safety front desk (763-593-8056) when inventory is low in any City facility. The following supplies will be located at or near the main entrances in each building:

- Spray bottles (3% bleach to water solution)
- Paper towels
- Hand Sanitizer
- Gloves

Cleaning and Disinfecting Procedures

Facilities

1. Employees shall obtain the necessary supplies upon entering the building.
2. Employees shall use the supplies to decontaminate/wipe down the following:
 - any door handles encountered on the way to their work areas,
 - the employee's personal workspace, and
 - common places including, door knobs, plumbing fixtures, counter tops, desks, computers, etc.
3. Employees may not handle equipment, office supplies, or other such materials belonging to another employee.

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



4. Any shared electronics, including computer monitors, tablets, and the copier control screens must be cleaned with antibacterial or disinfecting wipes. Employees should not use bleach spray or other harsh chemicals on these items.
 - Keyboards, mice, and other plastic items should be cleaned by a Clorox wipe or by spraying bleach solution into a rag and wiping it down. Employees should ensure liquid solution does not drip into the electronics and allow ample time for drying before use.
5. Employees shall also wash their hands upon entry and exit from the building and after using the restroom.
 - Employees are also encouraged to wash their hands regularly while performing their tasks in the City facilities.
6. Employees shall follow the same procedures in reverse when exiting the building.

Vehicles and Equipment

1. Employees shall decontaminate/wipe down assigned vehicles and equipment before and after each use. This includes, but is not limited to door handles, steering wheels, levers, controls, buttons, and the dashboards.

Employees are encouraged to discuss any concerns and questions with their supervisor or Department Head.

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Temporary Vehicle and Equipment Use Policy

Effective 04/17/2020 – Revised 05/22/2020

The purpose of this temporary policy is to reduce the risk of exposure to COVID-19 while employees complete critical services that require the use of City vehicles and equipment.

1. Only one employee is permitted to occupy a City vehicle at one time, and shall only operate the vehicle or equipment that the employee is assigned, with the following exceptions:
 - a. *Public Safety Personnel are conducting work that requires more than one individual in the vehicle. All employees shall adhere to the Facial Covering (Masks) Policy.*
 - b. *Vehicle Maintenance Repair Transport. In this situation, one person shall occupy the driver's seat and one shall occupy the back seat and both employees shall adhere to the Facial Coverings (Masks) Policy.*
 - c. *Public Works Maintenance Work where current vehicle or equipment inventory does not support isolated use. In this situation, to the extent possible, one person shall occupy the driver's seat and one shall occupy the back seat and both employees shall adhere to the Facial Coverings (Masks) Policy.*
2. If an employee is required to operate machinery or equipment, the employee should make every effort to stay in the equipment or vehicle as much as possible.
3. Employees shall follow the City's [Temporary Decontamination Policy](#) for use of all vehicles and equipment.

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Temporary Facial Covering (Masks) Policy

Effective 04/17/2020 – Replaced 05/22/2020

Except as otherwise noted in this policy, the City requires employees to wear a mask or similar face covering (“Mask”) in the workplace during the COVID-19 health crisis until face coverings are no longer recommended by the CDC. Employees should refer to the short [video guide](#) for proper mask use.

Required Masks

Employees that perform on-site job responsibilities must wear a Mask while they are performing those responsibilities. This policy applies to all employees conducting on-site work, and work-related travel, except under the following circumstances:

- Employee is performing individual, isolated work at their own desk/workstation; or
- Employee is performing individual, isolated outdoor field work and social distancing requirements are maintained at all times; or
- Employee is isolated in a City vehicle; or
- Police department employees involved in the field training program, only while employees are in police vehicles and with their assigned FTO.

The City will provide a simple disposable Mask to employees who are required to wear them under this policy. Per CDC guidelines, employees who are not performing the functions of a healthcare worker or medical first responder shall not be issued surgical masks or N-95 respirators. Employees may also choose to wear their own mask. Employees will be responsible for ensuring that masks meet the standards set forth by the CDC and for the laundering services of their own face masks (see ‘Homemade Masks’ below).

Additionally, under ADA requirements the City will provide reasonable accommodations to individuals who are unable to wear facial coverings.

Voluntary Masks

Employees who are not required, but prefer to wear a face Mask, may do so as long as the employee is still able to perform the essential functions of their job.

Homemade Masks

Employees other than healthcare workers or medical first responders may bring their own Masks. Employees who bring their own Masks should consult and follow CDC Guidelines (Appendix A) and CDC Face Covering Do’s and Don’ts (Appendix B). Employees may not use materials that violate the City’s Respectful Workplace policy, including materials that contain offensive pictures or language. Additionally, employees who voluntarily use Masks are encouraged to consult and follow the [CDC guidelines on laundering masks](#) and clothing items.

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Personal Protective Equipment (PPE)

Employees shall continue to follow all current department policies on the use of Masks and Personal Protective Equipment (PPE). This includes, but is not limited to Police, Fire, Public Works, and Golf Maintenance.

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Temporary Field Inspections Policy

Effective 04/17/2020 – Revised 05/15/2020

The purpose of this Temporary Field Inspections Policy is to ensure the safety and health of City employees while they perform essential field inspections during the COVID-19 health pandemic. Employees identified to perform such responsibilities are listed on the City's Critical Services Determination Table. Under this policy, employees shall follow the procedures outlined below.

1. Employees shall take precautions by using PPE (including masks and gloves) and by following the City's [Temporary Decontamination Policy](#) and the [Temporary Facial Covering Policy](#).
2. To the greatest extent possible on-site field inspections shall be completed through the use of video, live-streamed video (e.g., FaceTime), or review of high-quality pictures submitted by the permit holder.
3. Field inspections shall be conducted only when, in the sole discretion of the City Engineer, Building Official or *Deputy Fire Chief*, all of the following requirements are met:
 - Pictures, video, or other information are not adequate, practical, or available to adequately evaluate site conditions or determine code compliance;
 - The field inspection takes place outside, such as a new construction site, and the employee does not enter a building, construction trailer, or vehicle with another occupant;
 - The employee follows all social distancing requirements related to COVID-19 and recommended by the Centers for Disease Control and Prevention (as amended from time to time);
 - The job site or inspection location is unoccupied by others; and
 - The employee does not enter an occupied or inhabited home.
4. Employees shall follow the City's [Temporary Vehicle and Equipment Use Policy](#).

If any of these conditions are not met, *the Deputy Fire Chief shall determine if an inspection is required due to a life safety hazard*. Additionally, any employee, upon arrival at a job site, may elect not to complete an inspection if they determine the conditions are unsafe, unsanitary, or social distancing protocols have not been or cannot be followed. If an employee determines that an inspection will not take place, the employee shall immediately notify their supervisor and department head.

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Temporary Public Works On-Site Work Policy

Effective 04/17/2020

The purpose of this Public Works Work-Site Policy is to ensure the safety and health of City employees while they deliver critical services during the COVID-19 health pandemic. Employees identified to perform such responsibilities are listed on the City's Critical Services Determination Table. Under this policy, employees shall follow the procedures outlined below.

1. To the extent possible, only one employee shall perform the required tasks to deliver critical services and perform daily rounds.
2. When two or more employees are required to deliver critical services, the department supervisors may stagger the start and end times of each employee. Additionally, employees shall:
 - Perform only assigned tasks, using only assigned equipment;
 - Follow the City's [Temporary Decontamination Policy](#) and [Temporary Facial Coverings \(Masks\) Policy](#);
 - Follow the City's [Temporary Vehicle and Equipment Use Policy](#);
 - To the extent possible, remain in their assigned vehicle or equipment;
 - Alternate break times and take breaks individually in separate locations; and
 - Report daily time and resources to their division Crew Lead to track in Cartegraph.
 - Maintenance employees who have been assigned an iPad or tablet may use such device to report time and resources.
3. Employees shall follow all social distancing requirements related to COVID-19 and recommended by the Centers for Disease Control and Prevention (as amended from time to time).
4. Staff shall complete their individual timesheets remotely.

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Temporary City Park and Open Space Monitoring Policy

Effective 04/17/2020

The purpose of this policy is to ensure the health and safety of City employees as they perform critical services and monitor the City's parks and open spaces for public compliance with Executive Order 20-20. Employees identified to perform such responsibilities are listed on the City's Critical Services Determination Table. The City shall schedule employees on a staggered and rotating basis to monitor the City parks and open spaces. Using City vehicles employees will monitor and encourage members of the public to adhere to Emergency Executive Order 20-33 and social distancing recommendations. Employees shall follow the procedures outlined below.

1. Employees shall follow the City's [Temporary Decontamination Policy](#) and [Temporary Facial Coverings \(Masks\) Policy](#).
2. Employees shall follow the City's [Temporary Vehicles and Equipment Use Policy](#).
 - In the event that the employees' assigned vehicle is inoperable, the employee should notify their supervisor and pick out a new vehicle (adhering to decontamination procedures).
3. Public Safety (763-593-8079) shall be notified of the Park Monitoring staff on duty.
4. Employees shall perform rounds on throughout the City, monitoring City parks and open spaces for the following occurrences:
 - Individuals using playground equipment; or
 - Groups of 10 or more individuals engaging in activity that is inconsistent with social distancing practices.
5. Employees shall follow all social distancing requirements related to COVID-19 and recommended by the Centers for Disease Control and Prevention (as amended from time to time).
6. If an employee encounters any person(s) engaging in the activities listed above, the employee shall:
 - Maintain a distance of a minimum of six feet from any other person;
 - Communicate the following in a courteous and respectful manner:
 - Inform the individual(s) of Emergency Executive Order 20-33, including the guidance on social distancing;
 - Thank everyone for helping to keep the City safe and healthy; and
 - Point individuals to the City Website for City COVID-19 updates.
7. Under no circumstances should an employee initiate or respond to any conflict with any person(s).
 - If any employee feels uncomfortable, or encounters individuals who are hostile, the employee should remain calm, immediately remove themselves from the situation, and if necessary, employees may contact the Golden Valley Police department (763-593-8079).

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



8. Employees shall keep a log of any contact with members of the public and turn the log in to Public Safety at the conclusion of their shift.
9. Employees shall not allow anyone to access to City vehicles or offer a ride.
10. Upon completion of their shift, the employee shall follow closing procedures.

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Temporary Golf Course Maintenance Policy

Effective 04/17/2020

The purpose of this policy is to ensure the health and safety of City employees performing essential functions for Golf Course Maintenance. Employees identified to perform such responsibilities are listed on the City's Critical Services Determination Table. Employees shall follow the procedures outlined below.

1. To the extent possible, only one employee shall perform the required tasks to deliver critical services and perform maintenance duties.
2. When two or more employees are required to deliver critical services, the department supervisors may stagger the start and end times of each employee. Additionally, employees shall:
 - Perform only assigned tasks, using only assigned equipment;
 - Follow the City's [Temporary Decontamination Policy](#) and [Temporary Facial Coverings \(Masks\) Policy](#);
 - Follow the City's [Temporary Vehicle and Equipment Use Policy](#);
 - To the extent possible, remain in their assigned vehicle or equipment; and
 - Alternate break times and take breaks individually in separate locations.
3. Employees shall follow all social distancing requirements related to COVID-19 and recommended by the Centers for Disease Control and Prevention (as amended from time to time).

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Temporary Golf Course Operations Policy

Effective 04/17/2020 – Revised 04/22/2020 – Revised 05/22/2020

The purpose of this policy is ensure the health and safety of the City employees performing essential functions operating the City's golf course allowable under Emergency Executive Order 20-38. Employees identified to perform such responsibilities are listed on the City's Critical Services Determination Table. Employees shall follow the procedures outlined below.

1. Employees shall follow the [City's Temporary Decontamination Policy](#) and [Temporary Facial Coverings \(Masks\) Policy](#).
2. Upon entry to the building employees shall initiate regular operations opening procedures.
3. Employees shall follow the [City's Temporary Vehicles and Equipment Use Policy](#).
 - In the event that the employees' assigned vehicle is inoperable, the employee should notify their supervisor and pick out a new cart (adhering to decontamination procedures).
4. Employees shall perform responsibilities in the following areas:
 - *Driving range;*
 - *Par 3;*
 - Golf shop;
 - Golf course monitoring; and
 - Facilities cleaning
5. Upon completion of their shift, the employee shall follow regular operations closing procedures.

Driving Range & Equipment Responsibilities

Employees shall staff the driving range to monitor for proper usage. Employees shall also wear appropriate protective equipment to collect golf balls and sanitize the balls, ball basket, and the driving range tee-box after each use. Employees should refer to the Decontamination Policy for cleaning procedures.

Employees responsible for driving range duties shall also be responsible for the rental, storage, and decontamination of all rented equipment. The following equipment is available for rent:

- Powered golf carts
- Push carts

Staff shall take the following steps when renting equipment:

- *Employees may accept payment for equipment rental by credit card payments over the phone or at the window.*
 - *A credit-card machine shall be located on the outside of the driving range*

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



- building Plexiglas.*
- *Staff shall not at any time touch a customer's credit card.*
- *Employees will use the check presenter to transport the customer's receipt through the Plexiglas.*
- *The customer shall return the signed receipt and place used pen in the designated "dirty bin."*
- *Employees will collect the dirty bin to decontaminate the used pens and check presenters after each use.*
- All equipment shall be decontaminated before and after each patron use following the City's [Temporary Decontamination Policy](#).
- Before assigning equipment to a patron, staff shall inform the patron that golfers not from the same household may not share equipment, including golf carts.
- Rented equipment shall be collected at the designated drop off zone, which shall be marked with barricades and signage.

Par 3 Responsibilities

Employees shall staff the Par 3 Building to receive incoming calls and process reservations. Employees will take credit card payments over the phone and at the window. The Par 3 building shall be staffed by one person during regular business hours.

1. *A credit-card machine shall be located on the outside of Plexiglas.*
2. *Staff shall not at any time touch a customer's credit card.*
3. *Employees will use the check presenter to transport the customer's receipt through the Plexiglas.*
4. *The customer shall return the signed receipt and place used pen in the designated "dirty bin."*
5. *Employees will collect the dirty bin to decontaminate the used pens and check presenters after each use.*

Golf Shop Responsibilities

Employees shall staff the desk at the pro shop to receive incoming calls and process reservations. Employees will take credit card payments over the phone. No in-person reservations may be accepted, nor shall staff accept any cash payments.

Golf Course Monitoring Duties

Employees shall be scheduled to operate a golf cart and perform golf course monitoring duties. During these monitoring duties, employees shall continually inspect for the following:

- Proper signage displays and replace any that may be damaged;
- Proper placement of flag sticks;
- Social distancing measures, including black "x's" are preserved; and
- Golfers are starting at the appropriate tee-times.

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Additionally, employees shall ensure that individuals are following golf course etiquette and established “golfing during COVID-19” requirements. If an employee encounters an individual or group of individuals using the golf course improperly, the employee shall:

- maintain a distance of a minimum of six feet from any other person; and
- remind individual(s) of the expectations

If any person(s) does not cooperate or respond, the employee shall contact a supervisor and if necessary, contact the Golden Valley Police department (763-593-8079).

Disinfecting Facilities

The employees scheduled to work will be responsible for ensuring that the City public-facing restroom facilities, including portable toilets, are appropriately supplied with handwashing supplies and cleaned regularly.

Employees shall follow the [CDC’s Recommendations on Disinfecting Facilities](#). Employees will also ensure that proper signage is displayed and replace signs any that may be damaged.

The Parks & Recreation Director shall arrange for all facilities to be cleaned and disinfected according to the procedures and requirements detailed in the City’s Continuity of Operations Plan, CDC Recommendations on Disinfecting Facilities, and any other requirements of the Federal Government or State of Minnesota.

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Temporary Restaurant Operations Policy

Effective 04/30/2020

The purpose of this policy is ensure the health and safety of the City employees performing essential functions operating the City's restaurant as allowable under Emergency Executive Order 20-04. Employees identified to perform such responsibilities are listed on the City's Critical Services Determination Table. Employees shall follow the procedures outlined below.

1. Employees shall follow the [City's Temporary Decontamination Policy](#) and [Temporary Facial Coverings \(Masks\) Policy](#).
 - Employees shall contact their supervisor for procedures of laundering masks.
2. Upon entry to the building employees shall initiate regular operations opening procedures.
3. Employees shall follow the City's Temporary Vehicles and Equipment Use Policy.
4. Employees shall perform responsibilities in the following areas:
 - Kitchen Responsibilities;
 - Front of House Responsibilities; and
 - Facilities cleaning
5. Maintain social distancing of a minimum of six feet at all times practical.
 - If social distancing cannot be maintained, employees must follow the City's [Temporary Facial Coverings \(Masks\) Policy](#).
6. Upon completion of their shift, the employee shall follow regular operations closing procedures.

Kitchen Responsibilities

Employees shall prepare food listed on the limited menu set by the Restaurant and Catering Manager. Employees shall follow normal operating food safety and sanitization regulations. Additionally, all employees must:

- Wear gloves while preparing and packaging food,
- Package and deliver food in "food-safe, one-time use, to-go containers."
- Once prepared, food orders shall be placed on the warming shelf.

Front of House Responsibilities

Employees shall sit near the Three One Six service window to answer phone calls and take to-go food orders. Employees shall take the following steps to accept payments and deliver food orders to customers:

- Employees shall only use the Three One Six service window, and shall only open the window upon guest arrival and stay behind the Plexiglas barrier on the window.
- Employees shall take payment at the window using credit card only. No cash payments will be accepted.
- A credit-card machine shall be located on the outside counter.
- Staff shall not at any time touch a customer's credit card.
- Employees will use the designated "clean bin" to transport the customer's receipt and a pen through the window.
- The customer shall place the signed receipt and used pen in the designated "dirty bin."
- Employees will collect the dirty bin to decontaminate the used pens and file the

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



receipts.

- Employees shall pick up the prepared orders that have been placed on the warming shelf.
- Employee should wear gloves when handling and delivering products to customers.
- Employees may only sell alcoholic beverages to guests if all of the following rules are followed:
 - Only the purchase of wine, beer, cider, or seltzer is authorized; and
 - All alcohol must be unopened; and
 - Alcohol may only be purchased with the purchase of a to-go food item; and
 - Only six cans of beer, cider, or seltzer or one bottle of wine is permitted per guest; and
 - Purchaser has provided valid identification and has legal ability to purchase alcohol.
- Employees must instruct the customer to remove their identification from any case, and show the employee both sides of the ID.
 - The employee should not touch the customer's identification unless the identification is faded, or severely damaged.
 - If an ID requires further inspection, the employee should use gloves to accept the ID, and use sanitizer immediately upon returning the customer's ID.
- Employees should verbally inform guests that all food and beverage orders must be taken off premises.

Facilities and Equipment Cleaning

At the conclusion of each shift the employee is responsible for decontamination and sterilization of proper equipment and the Three One Six Bar + Grill facility.

Kitchen Cleaning

- All cooking equipment, utensils, and containers;
- All cooking and preparation counters;
- Prep station cutting boards, cupboard doors and handles;
- Walk-in cooler doors and handles;
- All sinks, faucets, knobs, and basins.

Front of House Cleaning

- All high-touch materials, including workstations, including desks, counter spaces, POS, phones;
- Cooler doors and handles;
- Indoor and outdoor door handles;
- Outdoor counter, Plexiglas, shelf, and window (on service window area);
- Pens, paper, any other materials used frequently.

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Temporary Motor Vehicle License Operations Policy

Effective 05/14/2020

The purpose of this policy is ensure the health and safety of the City employees performing essential functions conducting auto tab renewals and auto dealership transactions allowable under Emergency Executive Order 20-20. Under this policy only two employees may work in the Motor Vehicle License office at once time. Employees identified to perform such responsibilities are listed on the City's Critical Services Determination Table. Employees shall follow the procedures outlined below.

1. Employees shall follow the [City's Temporary Decontamination Policy](#) and [Temporary Facial Coverings \(Masks\) Policy](#).
 - Employees shall contact their supervisor for procedures of laundering masks.
2. Employees shall enter and exit only through the back DMV door.
3. Employee shall perform only assigned work responsibilities:
 - Dealership work; or
 - Drop box tab renewal
4. Employees may use the breakroom located within the Motor Vehicle License offices to keep their lunches. Employees shall follow decontamination policies when retrieving their lunches and shall eat at their desks.
 - The City Hall employee breakroom is closed at this time.
 - Employees are encouraged to wash their hands before and after eating.
5. Employees shall use the restrooms located in the hallway in between the MVL Office and Physical Development department.
 - Employees should use bleach spray to wipe down any surfaces that they contact.

Dealership Work

1. The employee processing dealership work shall process all dealership work at their desk.
2. The employee shall use paper towel and bleach spray to lightly decontaminate all of the envelopes before removing their gloves.
3. Employees may remove gloves to perform dealership work at their desk.
4. Employees shall process payments at the counter using only the assigned point of sale terminal and assigned office supplies.
5. Employees shall select license plates and stickers from cabinets while maintaining social distancing measures from all other employees.
6. The employee shall then place dealer work in an envelope and contact the dealer to schedule a pick-up time.
7. Upon arrival, the employee shall wear a mask and gloves and meet the dealer at the back door.

Drop Box Tab Renewal

1. Upon arrival, the employee assigned to tab renewals shall complete decontamination procedures and use gloves retrieve tab renewal requests from the drop box.

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



2. The employee shall bring all tab renewal requests to their desk for completion.
3. The employee shall use paper towel and bleach spray to lightly decontaminate all of the envelopes before removing their gloves.
4. Employees may remove gloves to perform tab renewal work at their desk.
5. Employees shall process payments at the counter using only the assigned point of sale terminal and assigned office supplies.
6. Employees shall select license plates and stickers from cabinets while maintaining social distancing measures from all other employees.
7. The employee shall then place tab renewal in an envelope.
8. Once all tab renewals are complete, the employee shall use the stairway to the second floor general services office to stamp all of the envelopes.
 - Employees unable to use the staircase due to a disability or medical condition may request a reasonable accommodation from the City.
 - The employee shall carefully follow decontamination procedures by wiping each doorknob and piece of equipment.
9. At the conclusion of the employees shift, the employee shall follow exit decontamination procedures and use their vehicle to drop off the stamped envelopes at the City of Golden Valley United States Postal Office.

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Temporary Fire Department Training Policy

Effective 5/29/2020

The purpose of this Temporary Fire Department Training Policy is to ensure the safety and health of City employees while they perform essential training during the COVID-19 health pandemic. Employees identified to perform such training are all full time and Paid on Call firefighters. Under this policy, employees shall follow the procedures outlined below. To the greatest extent possible, training will be conducted remotely. Training sessions that cannot be sufficiently completed remotely shall be conducted in-person and employees shall follow the procedures below. Additionally, all firefighters are required to follow the City's Temporary Employment policies.

1. Before reporting to work or training, employees shall complete the health screening procedures under the City's Symptoms and Screening and Policy.
2. While at work or training, employees shall continue to follow all City of Golden Valley policies and the following temporary City policies:
 - The Facility Use and Employee Workstation Decontamination Policy.
 - The Hygiene and Respiratory Etiquette Policy.
 - The City's Temporary Facial Covering Policy, unless circumstances or training require the use of other PPE. Additionally, employees shall use additional PPE whenever directed to do so by their supervisor or training officer in charge.
 - The City's Facility, Vehicle, and Equipment Use Policy.
3. The following procedures shall apply to all in-person training:
 - Firefighters shall sign up for a training session using Aladtec in advance for training. No Firefighter shall attend a training without having first received approval to attend the training on Aladtec.
 - Training will be facilitated in groups of no larger than 10 people (including trainees and trainers).
 - Prior to the scheduled training each group will be given instructions regarding where to meet.
 - Firefighters should not gather before or after the training session for any reason.
 - To the greatest extent possible, all training will be held outdoors, but may be held indoors when necessary.
 - During training, employees shall maintain social distancing whenever possible.
 - When social distancing cannot be maintained because of space limitations or because of the nature of the training, employees shall wear facial coverings (as required by the Temporary Facial Covering Policy) and employees shall wear gloves if they touch other individuals or shared equipment.

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



4. West Suburban Fire Academy (“WSFA”)

The WSFA is a collaboration among various fire departments with different internal COVID-19 policies. In order to keep all participants in the WSFA safe and meet the requirements of all of its participating cities, the participants created the WSDA COVID-19 Mitigation Plan attached hereto as Exhibit A. When employees report to trainings hosted by the WSFA, the following policies shall apply:

- Employees shall follow the Health Screening Requirements in the WSFA COVID-19 Mitigation Plan (the “WSFA Plan”).
- Time spent waiting for the health screening should be recorded as time worked for nonexempt employees.
- Except for the Health Screening Requirements, wherever the WSFA Plan does not address a topic covered in this Policy or conflicts with this policy, employees shall follow this policy.

Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Appendix A: CDC Guidelines Use of Cloth Face Coverings to Help Slow the Spread of COVID-19

Use of Cloth Face Coverings to Help Slow the Spread of COVID-19

How to Wear Cloth Face Coverings

Cloth face coverings should—

- fit snugly but comfortably against the side of the face
- be secured with ties or ear loops
- include multiple layers of fabric
- allow for breathing without restriction
- be able to be laundered and machine dried without damage or change to shape

CDC on Homemade Cloth Face Coverings

CDC recommends wearing cloth face coverings in public settings where other social distancing measures are difficult to maintain (e.g., grocery stores and pharmacies), **especially** in areas of significant community-based transmission.

CDC also advises the use of simple cloth face coverings to slow the spread of the virus and help people who may have the virus and do not know it from transmitting it to others. Cloth face coverings fashioned from household items or made at home from common materials at low cost can be used as an additional, voluntary public health measure.

Cloth face coverings should not be placed on young children under age 2, anyone who has trouble breathing, or is unconscious, incapacitated or otherwise unable to remove the cloth face covering without assistance.

The cloth face coverings recommended are not surgical masks or N-95 respirators. Those are critical supplies that must continue to be reserved for healthcare workers and other medical first responders, as recommended by current CDC guidance.

Should cloth face coverings be washed or otherwise cleaned regularly? How regularly?

Yes. They should be routinely washed depending on the frequency of use.

How does one safely sterilize/clean a cloth face covering?

A washing machine should suffice in properly washing a cloth face covering.

How does one safely remove a used cloth face covering?

Individuals should be careful not to touch their eyes, nose, and mouth when removing their cloth face covering and wash hands immediately after removing.



Temporary Worksite Safety Policies in Response to COVID-19 Pandemic



Sewn Cloth Face Covering

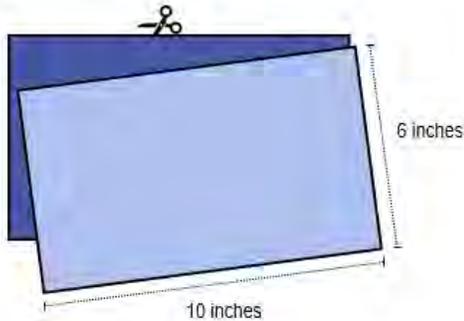
Materials

- Two 10"x6" rectangles of cotton fabric
- Two 6" pieces of elastic (or rubber bands, string, cloth strips, or hairties)
- Needle and thread (or bobby pin)
- Scissors
- Sewing machine

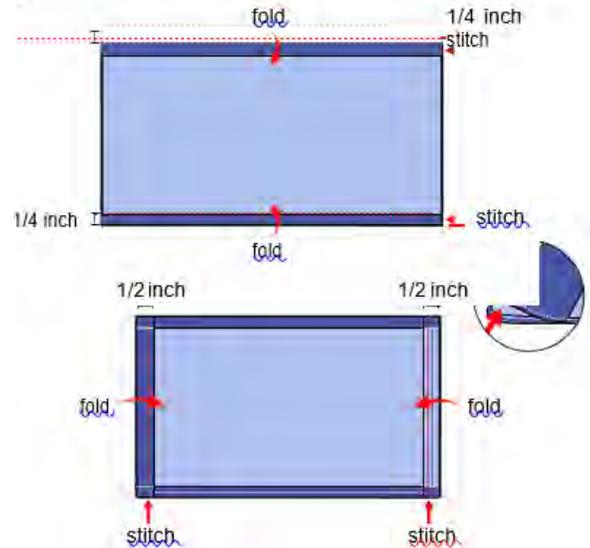


Tutorial

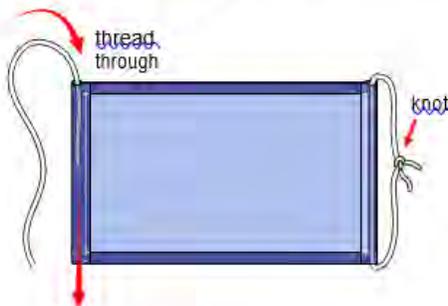
1. Cut out two 10-by-6-inch rectangles of cotton fabric. Use tightly woven cotton, such as quilting fabric or cotton sheets. T-shirt fabric will work in a pinch. Stack the two rectangles; you will sew the cloth face covering as if it was a single piece of fabric.



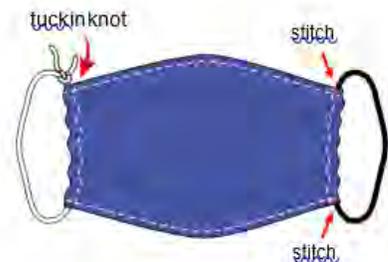
2. Fold over the long sides $\frac{1}{4}$ inch and hem. Then fold the double layer of fabric over $\frac{1}{2}$ inch along the short sides



3. Run a 6-inch length of $\frac{1}{8}$ -inch wide elastic through the wider hem on each side of the cloth face covering. These will be the ear loops. Use a large needle or a bobby pin to thread it through. Tie the ends tight. Don't have elastic? Use hair ties or elastic head bands. If you only have string, you can make the ties longer and tie the cloth face covering behind your head.



4. Gently pull on the elastic so that the knots are tucked inside the hem. Gather the sides of the cloth face covering on the elastic and adjust so the cloth face covering fits your face. Then securely stitch the elastic in place to keep it from slipping.



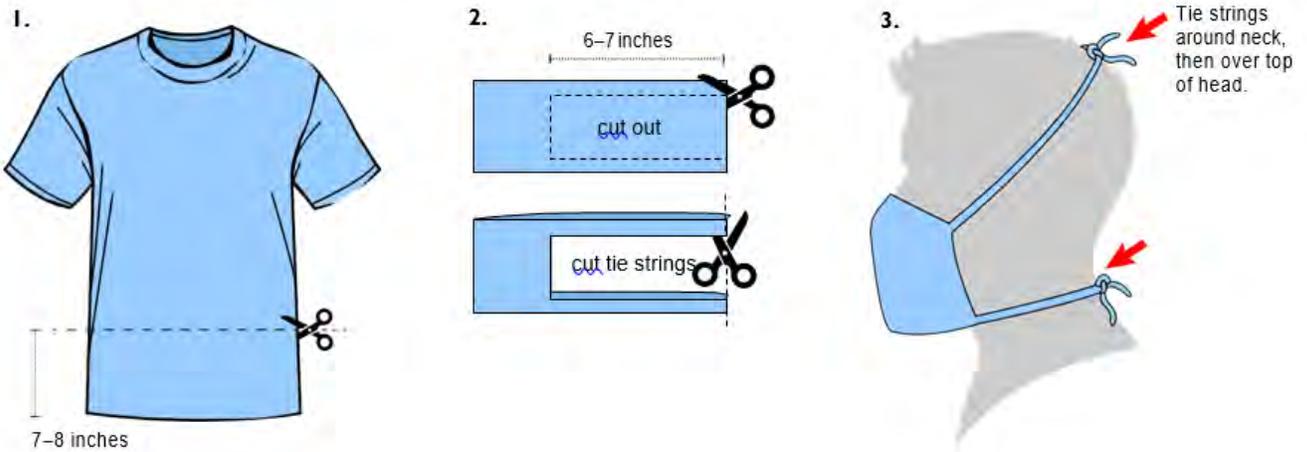
Temporary Worksite Safety Policies in Response to COVID-19 Pandemic

Quick Cut T-shirt Cloth Face Covering (no sew method)

Materials

- T-shirt
- Scissors

Tutorial

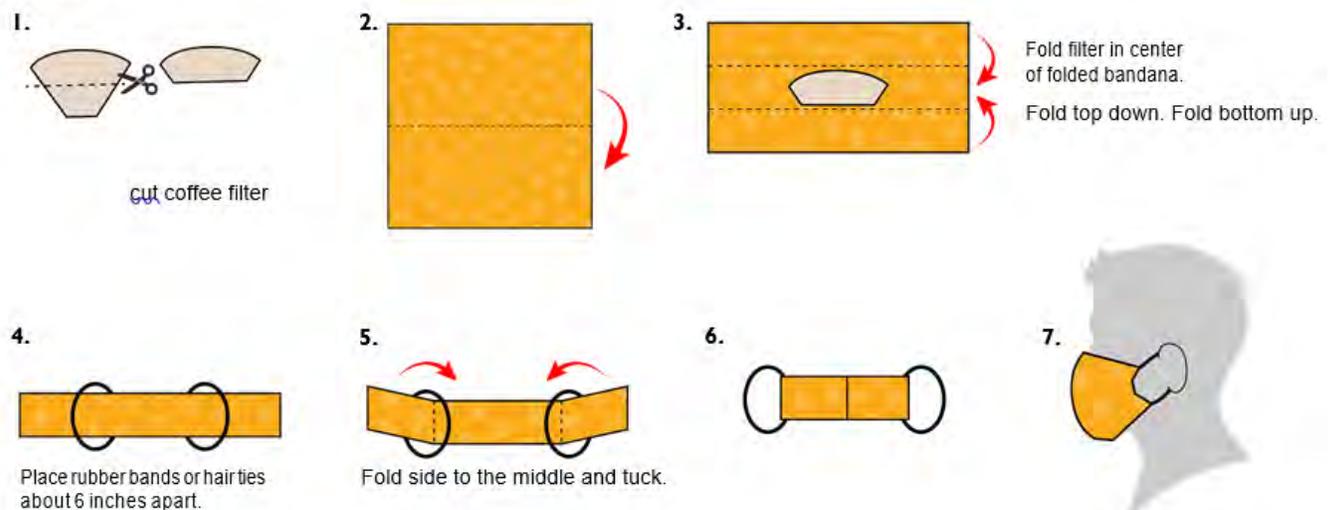


Bandana Cloth Face Covering (no sew method)

Materials

- Bandana (or square cotton cloth approximately 20"x20")
- Coffee filter
- Rubber bands (or hair ties)
- Scissors (if you are cutting your own cloth)

Tutorial



Appendix B: Face Covering Do's and Don'ts

Face Covering Do's and Don'ts:

DO:



- ✓ Make sure you can breathe through it
- ✓ Wear it whenever going out in public
- ✓ Make sure it covers your nose and mouth
- ✓ Wash after using

DON'T:

- ✗ Use if under two years old
- ✗ Use surgical masks or other PPE intended for healthcare workers



cdc.gov/coronavirus

**EMERGENCY ADMINISTRATIVE ACTION 20-49
APPROVING TEMPORARY OUTDOOR SERVICE PERMITS
AND AMENDMENTS TO LIQUOR LICENSES RELATING
TO TEMPORARY OUTDOOR SERVICE**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, and City Council Resolution 20-31, the City Manager of the City of Golden Valley administratively issued the following Temporary Outdoor Service Permits and Liquor License Amendments:

- Schuller's (Temporary Outdoor Service Permit & Liquor License Amendment)
- Lat 14 (Temporary Outdoor Service Permit & Liquor License Amendment)
- Under Pressure Brewing (Temporary Outdoor Service Permit & Liquor License Amendment)

Pursuant to the requirements of the Resolution 20-31, the City Manager recommends that the City Council ratify the above listed Temporary Outdoor Service Permits and Liquor License Amendments.



Date: May 29, 2020

Timothy J. Cruikshank, City Manager



Temporary Outdoor Service Area Permit

General Information

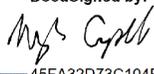
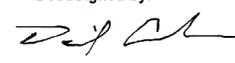
Name of business ("Permittee")
 Schuller's Tavern

Business address
 7345 Country Club Dr Golden Valley, MN 55427

Planning & Inspections Approval

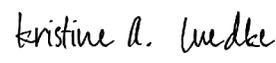
This Permittee listed above is authorized to temporarily conduct its businesses in the outdoor service area at the address listed above and depicted on the attached Exhibit A (the "Temporary Outdoor Service Area"). All accessible routes, table spacing, and barriers depicted in Exhibit A shall remain in place for the duration of this permit. Exhibit A may be amended with written approval of the City Manager.

Upon review, the City deems the permit application and associated materials to be complete and sets the following additional conditions:

DocuSigned by: Pla  X 45FA32D73C104B1...	Date 5/30/20
DocuSigned by: Insp  X 404CE6861CA94B8...	Date 5/30/20

Liquor License Amendment Approval

This approval constitutes a temporary amendment to the City of Golden Valley Liquor License listed below (the "Liquor License") to allow Permittee to serve and sell alcohol in the Temporary Outdoor Service Area. Other than extending the Permittee's licensed premises, this approval does not waive or modify any other terms, conditions, or requirements of the Liquor License. Permittee shall maintain liquor liability insurance covering the entire licensed premises, including the Temporary Outdoor Service Area, in force for the duration of this temporary permit. Any violations of Federal, State, or City regulations in the Temporary Outdoor Service Area may result in revocation of this temporary amendment to Permittee's liquor license, or in civil or criminal penalties against Permittee or their license.

Liquor license holder Schuller's Tavern	City of Golden Valley Liquor License No. 11213
DocuSigned by: City  X B834ED4A036A4B2...	Date 5/30/20

→ continued



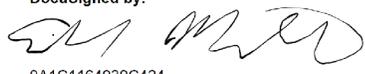
This document is available in alternate formats upon a 72-hour request. Please call 763-593-8006 (TTY: 763-593-3968) to make a request. Examples of alternate formats may include large print, electronic, Braille, audiocassette, etc.



Temporary Outdoor Service Area Permit

Other Required Approvals

This outdoor service area will include a tent structure that has been reviewed and permitted by the City's Fire Department (Tent Permit attached)

Fire X	DocuSigned by:  0A1C1164939C424...	Date 5/30/20
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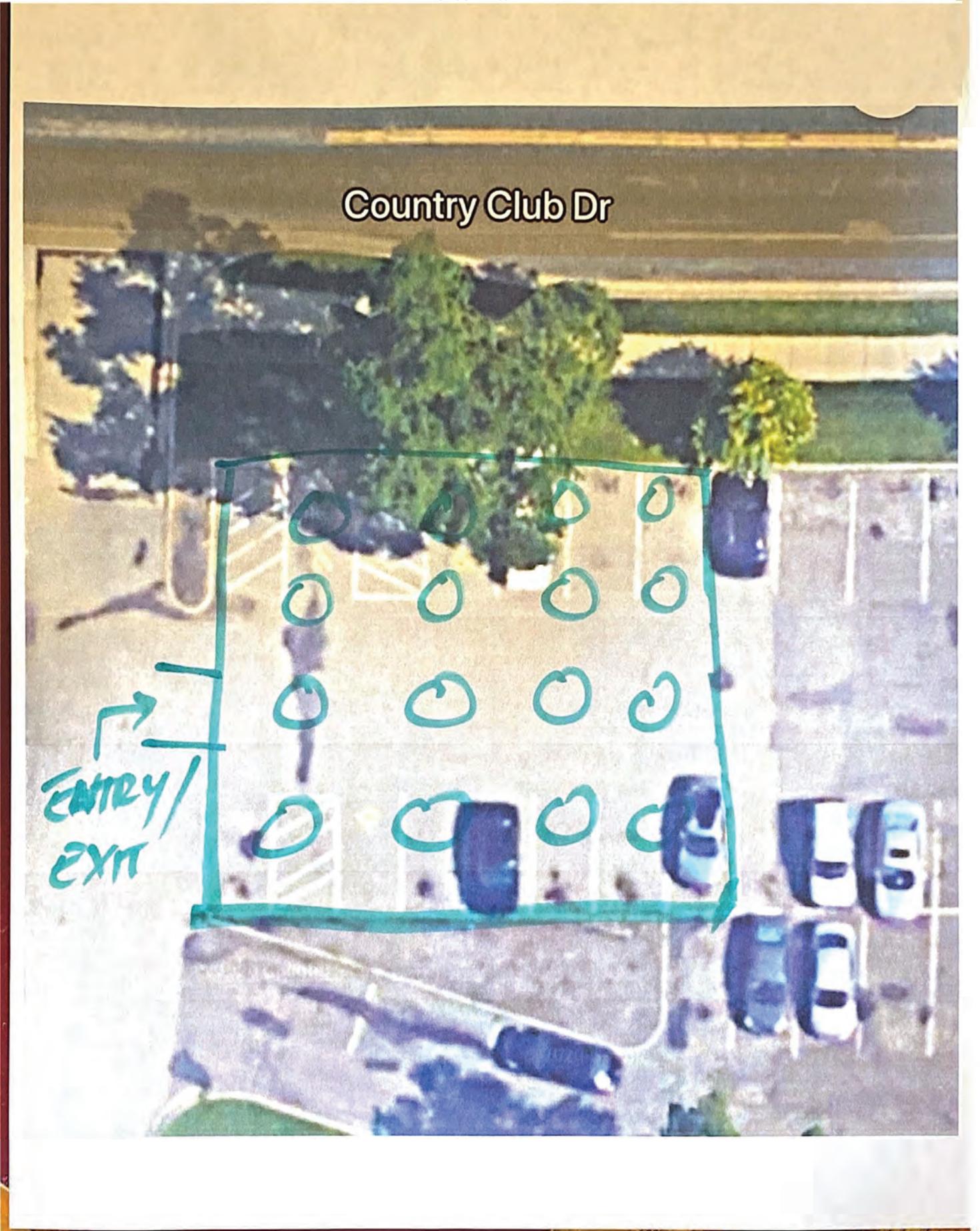
City Manager Approval

The City Manager hereby approves the temporary permit and, if applicable, Amendment to Liquor License No. 11213. This permit shall be valid beginning on the date below and shall expire Nov 30, 2020, unless earlier terminated by City Manager or City Council action.

City X	DocuSigned by: <i>Tim Cruikshank</i> AD1B5E12DF104A2...	Date 5/30/20
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Exhibit A

Site Plan



14 parking spaces

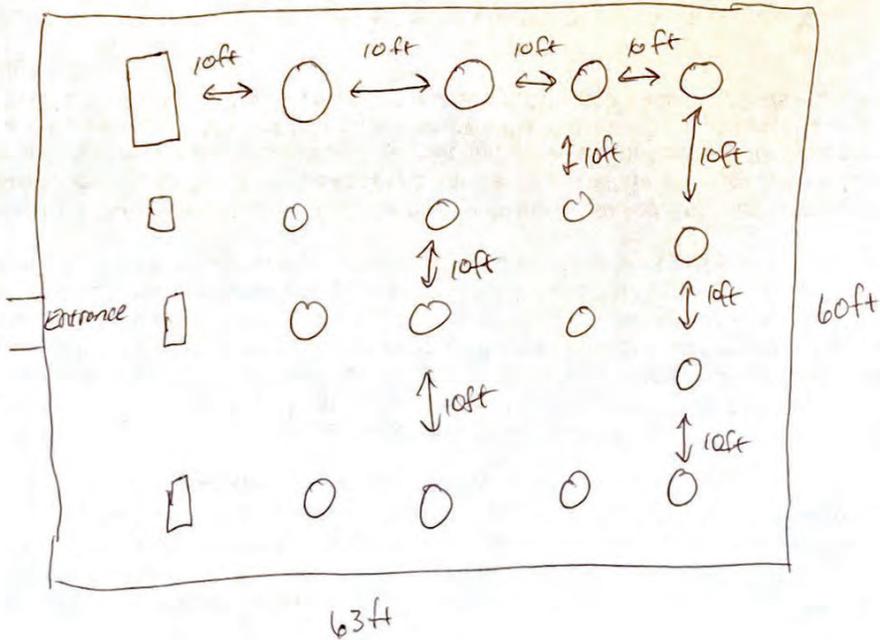
Each spot is 9ft

63ft x 60ft

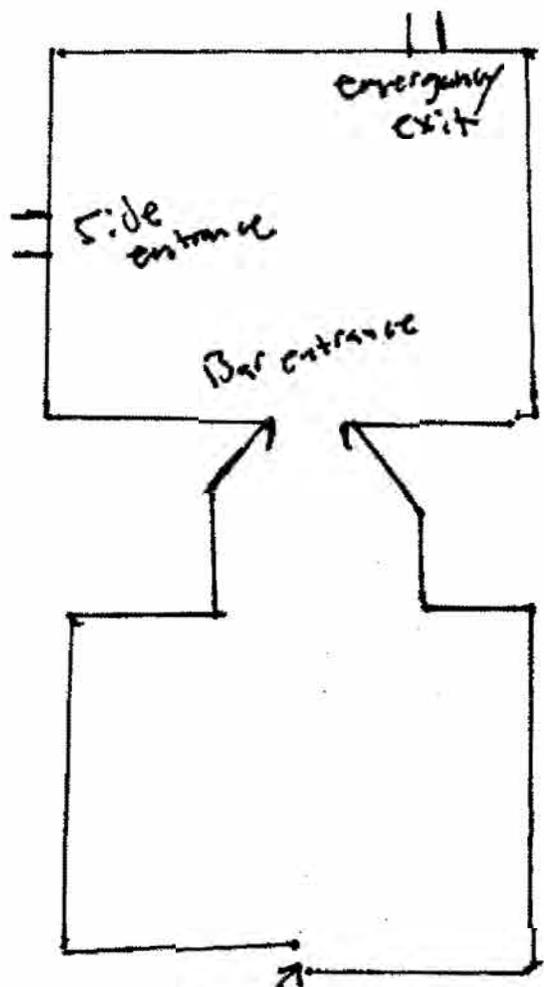
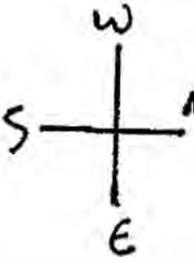
16 tables all at least 8ft apart (Mostly 10ft)

GOLF COURSE

SCHEDULES



PATIO AREA FENCED IN w/ construction fence panels and black fabric around entire fencing



Entrance





Temporary Outdoor Service Area Permit

General Information

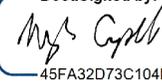
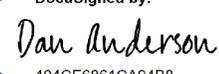
Name of business ("Permittee")
 Latitude 14 Inc

Business address
 8815 7th Ave N Golden Valley, MN 55427

Planning & Inspections Approval

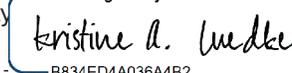
This Permittee listed above is authorized to temporarily conduct its businesses in the outdoor service area at the address listed above and depicted on the attached Exhibit A (the "Temporary Outdoor Service Area"). All accessible routes, table spacing, and barriers depicted in Exhibit A shall remain in place for the duration of this permit. Exhibit A may be amended with written approval of the City Manager.

Upon review, the City deems the permit application and associated materials to be complete and sets the following additional conditions:

DocuSigned by: Pla  X 45FA32D73C104B1...	Date 5/29/20
DocuSigned by: In  X 404CE6861CA94B8...	Date 5/29/20

Liquor License Amendment Approval

This approval constitutes a temporary amendment to the City of Golden Valley Liquor License listed below (the "Liquor License") to allow Permittee to serve and sell alcohol in the Temporary Outdoor Service Area. Other than extending the Permittee's licensed premises, this approval does not waive or modify any other terms, conditions, or requirements of the Liquor License. Permittee shall maintain liquor liability insurance covering the entire licensed premises, including the Temporary Outdoor Service Area, in force for the duration of this temporary permit. Any violations of Federal, State, or City regulations in the Temporary Outdoor Service Area may result in revocation of this temporary amendment to Permittee's liquor license, or in civil or criminal penalties against Permittee or their license.

Liquor license holder Latitude 14 Inc.	City of Golden Valley Liquor License No. 11233
DocuSigned by: City  X B834ED4A036A4B2...	Date 5/29/20

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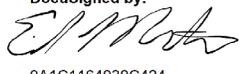
This document is available in alternate formats upon a 72-hour request. Please call 763-593-8006 (TTY: 763-593-3968) to make a request. Examples of alternate formats may include large print, electronic, Braille, audiocassette, etc.



Temporary Outdoor Service Area Permit

Other Required Approvals

This outdoor service area will include a tent structure that has been reviewed and permitted by the City's Fire Department (Tent Permit attached)

Fire X	DocuSigned by: 	Date
	0A1C1164939C424...	5/29/20

City Manager Approval

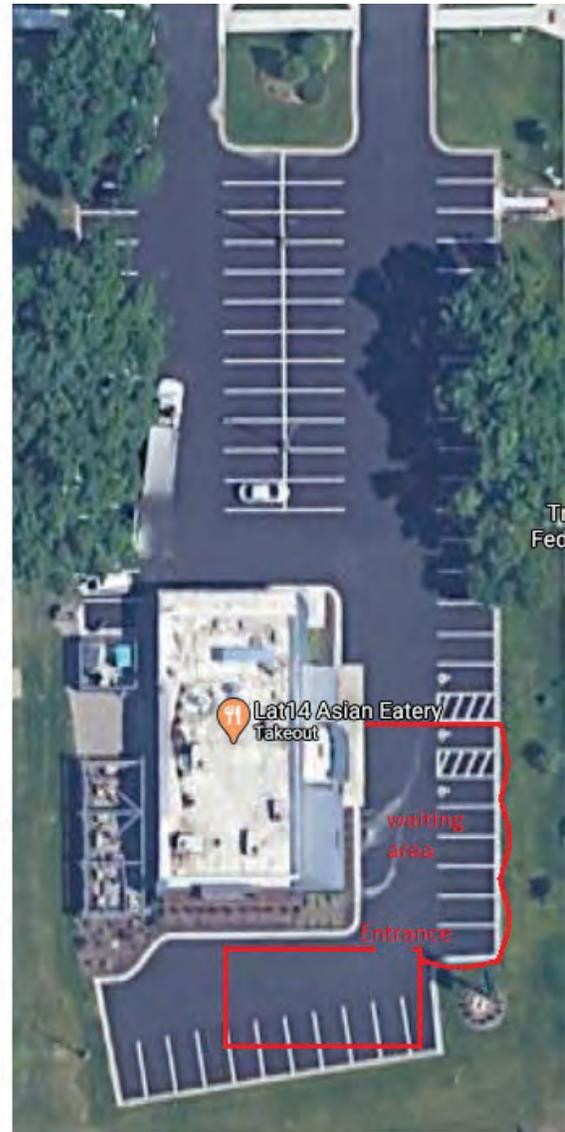
The City Manager hereby approves the temporary permit and, if applicable, Amendment to Liquor License No. 11233. This permit shall be valid beginning on the date below and shall expire Nov 30, 2020, unless earlier terminated by City Manager or City Council action.

City X	DocuSigned by: 	Date
	AD1B5E12DF104A2...	5/29/20

Exhibit A

Site Plan

- Site plan
 - Dimensions of outdoor service area
 - Outdoor seating area 30' x 60' (Tent)
 - Waiting area 70' x 40' (Approximately)
 - Entrance/exit to outdoor service area in relation to building entrance/exit
 - See attached site plan
 - Dimensioned diagram of seating area with seating plan and number of people that can be accommodated
 - See attached seating plan.
 - Total occupancy 50 guests
 - Number of parking spaces (total and those occupied by outdoor service area)
 - Total 74 parking spaces, 18 spaces will be occupied by the outdoor service area and 56 spaces available.



- Proposal narrative
 - Description of tent to be used (does it have sides? if so, this will provide an adequate barrier to meet liquor license requirements)
 - A freestanding Frame Tent, anchored with 14 – 650 lb concrete weight
 - Protected with ropes and planters
 - Description of the barrier to be used between the pick-up window and the tent (to meet liquor license requirements)
 - Protected with ropes and planters. See site plan.
 - Description of the site parking and circulation plan
 - Lat14 will provide onsite 56 parking spaces including 2 handicap spaces for total 50 guests. We accepted have two turns during dinner service.
- Liquor License
 - Confirm you are the property owner (T&A Properties)
 - Tarique and Ann Ahmed owns both T&A properties and Lat14 Asian Eatery
- COVID-19 Business Preparedness Plan Certification (attached)
 - Sign and return
 - Signed certification attached



Temporary Outdoor Service Area Permit

General Information

Name of business ("Permittee")
 Under Pressure Brewing

Business address
 8806 7th Ave N

Planning & Inspections Approval

This Permittee listed above is authorized to temporarily conduct its businesses in the outdoor service area at the address listed above and depicted on the attached Exhibit A (the "Temporary Outdoor Service Area"). All accessible routes, table spacing, and barriers depicted in Exhibit A shall remain in place for the duration of this permit. Exhibit A may be amended with written approval of the City Manager.

Upon review, the City deems the permit application and associated materials to be complete and sets the following additional conditions:

Customers may only order/pick-up alcohol from the bar once upon arrival; subsequent orders must be made from take-out.

DocuSigned by:
 Planning signature
 X *Jason Zimmerman*
 46D3617EC4B54BB...

Date
 6/1/20

DocuSigned by:
 Inspections signature
 X *[Signature]*
 404CE6861CA94B8...

Date
 6/1/20

Liquor License Amendment Approval

This approval constitutes a temporary amendment to the City of Golden Valley Liquor License listed below (the "Liquor License") to allow Permittee to serve and sell alcohol in the Temporary Outdoor Service Area. Other than extending the Permittee's licensed premises, this approval does not waive or modify any other terms, conditions, or requirements of the Liquor License. Permittee shall maintain liquor liability insurance covering the entire licensed premises, including the Temporary Outdoor Service Area, in force for the duration of this temporary permit. Any violations of Federal, State, or City regulations in the Temporary Outdoor Service Area may result in revocation of this temporary amendment to Permittee's liquor license, or in civil or criminal penalties against Permittee or their license.

Liquor license holder
 Under Pressure Brewing LLC

City of Golden Valley Liquor License No.
 11237

DocuSigned by:
 City Clerk signature
 X *Kristine D. Wedke*
 B834ED4A036A4B2...

Date
 6/1/20

→ continued



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



Temporary Outdoor Service Area Permit

Other Required Approvals

This outdoor service area will include a tent structure that has been reviewed and permitted by the City's Fire Department (Tent Permit attached)

Fire signature

Date

X _____

City Manager Approval

The City Manager hereby approves the temporary permit and, if applicable, Amendment to Liquor License No. 11237. This permit shall be valid beginning on the date below and shall expire Nov 30, 2020, unless earlier terminated by City Manager or City Council action.

DocuSigned by:

City Manager signature

X *Tim Crankshank*
AD4B5E42DF104A2...

Date

6/1/20

Under Pressure Brewing Temporary Outdoor Plan

The temporary service area is located on the east side property of 8806 7th Ave, Summerhill Commercial Properties, Golden Valley in the private lawn area leased by Under Pressure Brewing. There is a steel door and 5 x 5 cement stoop already in place. The appropriate pitch ramp will also be installed for all patrons to use. The remaining sides of the stoop will be railed. The front veranda by our main door area will also be used. Summerhill's property VP and property manager has given permission for Under Pressure to use both spaces. The veranda adjacent tenant is shutdown for business and has given his permission to Summerhill also. No service doors will be blocked by tables or chairs. There is no signage, parking lot or parking spaces, walkways, vehicles, access points, streets, visibility, intersections, traffic, exits or entrances blocked or impeded. The service areas are on private property.

The side grass area is 13 x 55 (has also been approved by Met Council for our permanent patio area). All patrons will enter through the front taproom door, which faces 7th Ave, proceed on the one way barriered walk area, which has designated 6 foot distancing stickers on the floor up to the bar. At the bar have IDs checked, order and pay at the register through a plexi guard, receive their beverages and proceed on a different one way barriered walk way to either the outdoor grass side service area or the front veranda. The veranda is 200 useable square feet with walk area, front door clearance and social distancing parameters subtracted out. All tables are positioned with state mandated social distancing requirements. Everyone will exit back through the front taproom door. Maximum occupancy is 50.

Steel posts and double rope barriers will be in place for both service areas, showing the perimeter controlled areas for alcohol being served and consumed.

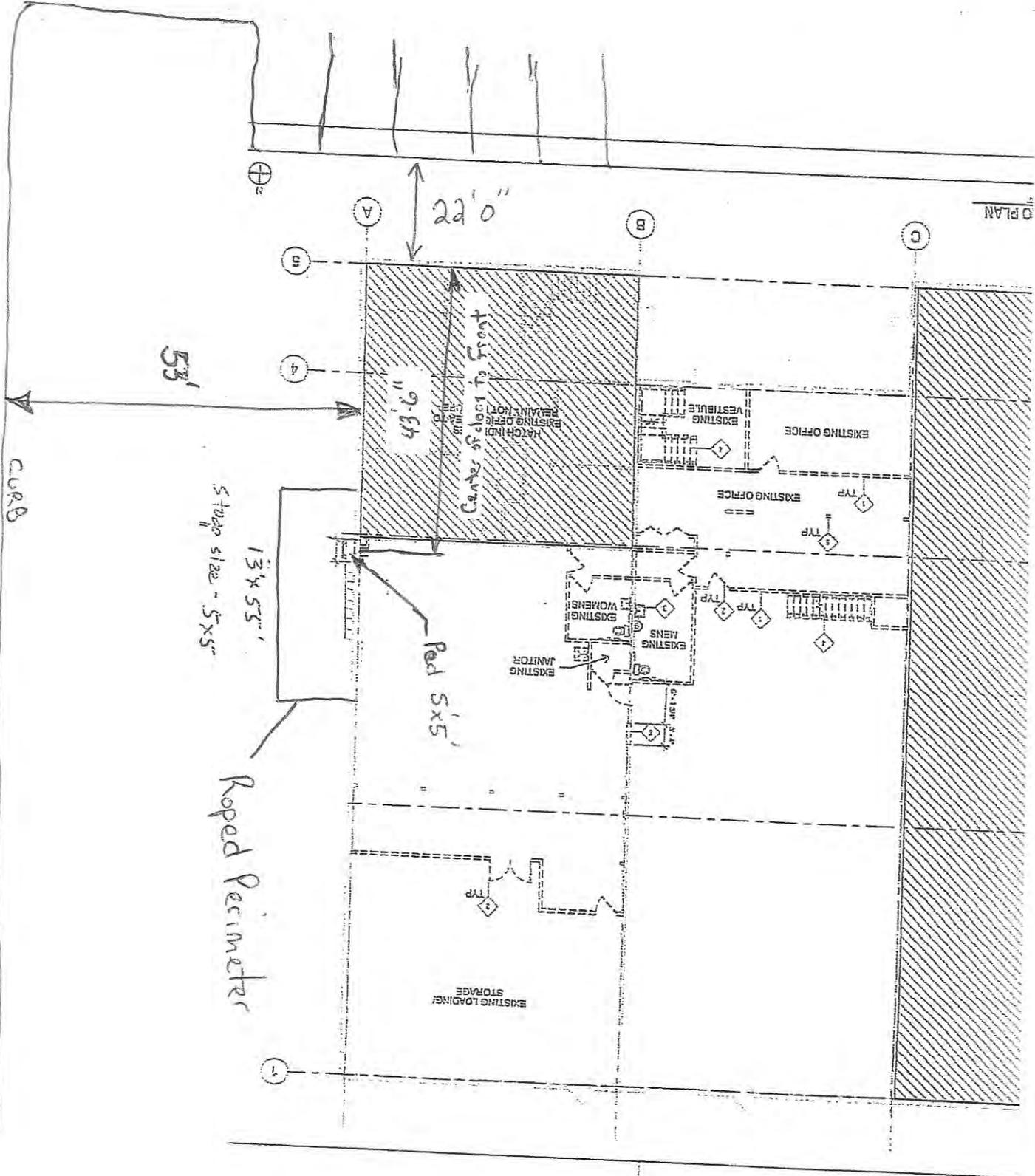
All patrons are asked to bus their own glasses and garbage to keep tables clear and clean for other guests and free of transmittable problems. Tables and grab areas of chairs will be cleaned and sanitized with commercial cleaners. Bathrooms will also be cleaned and sanitized. Garbage cans in bathrooms are positioned by doors for ease of disposing of used hand towels, tissues, etc. as per governing agencies. There is no tent being used at this time.

Our approximate hours of operation are: Mon-Thurs 3-8, Friday 3-9, Sat 1-9, Sun 1-5 Hours may change as we adjust to patron flow, weather conditions and personal needs. With our hours not being early morning or late into the evening there should be no issues with disruption to businesses or neighborhoods, plus being on a secluded side of the building which is leased by only Under Pressure Brewing and being zoned light industrial, there are no close neighborhoods.

We have been in business for over a year now, and have safety and security always in place and on our minds for our community and building. We care and will continue to do so in a sanitary manner. This is not what we were hoping for from the governor, but we are grateful for being healthy and partially open to help us survive. Our hearts go out to all those who have lost a battle to COVID and so extremely grateful for those serving our communities with long hard hours of dedication.

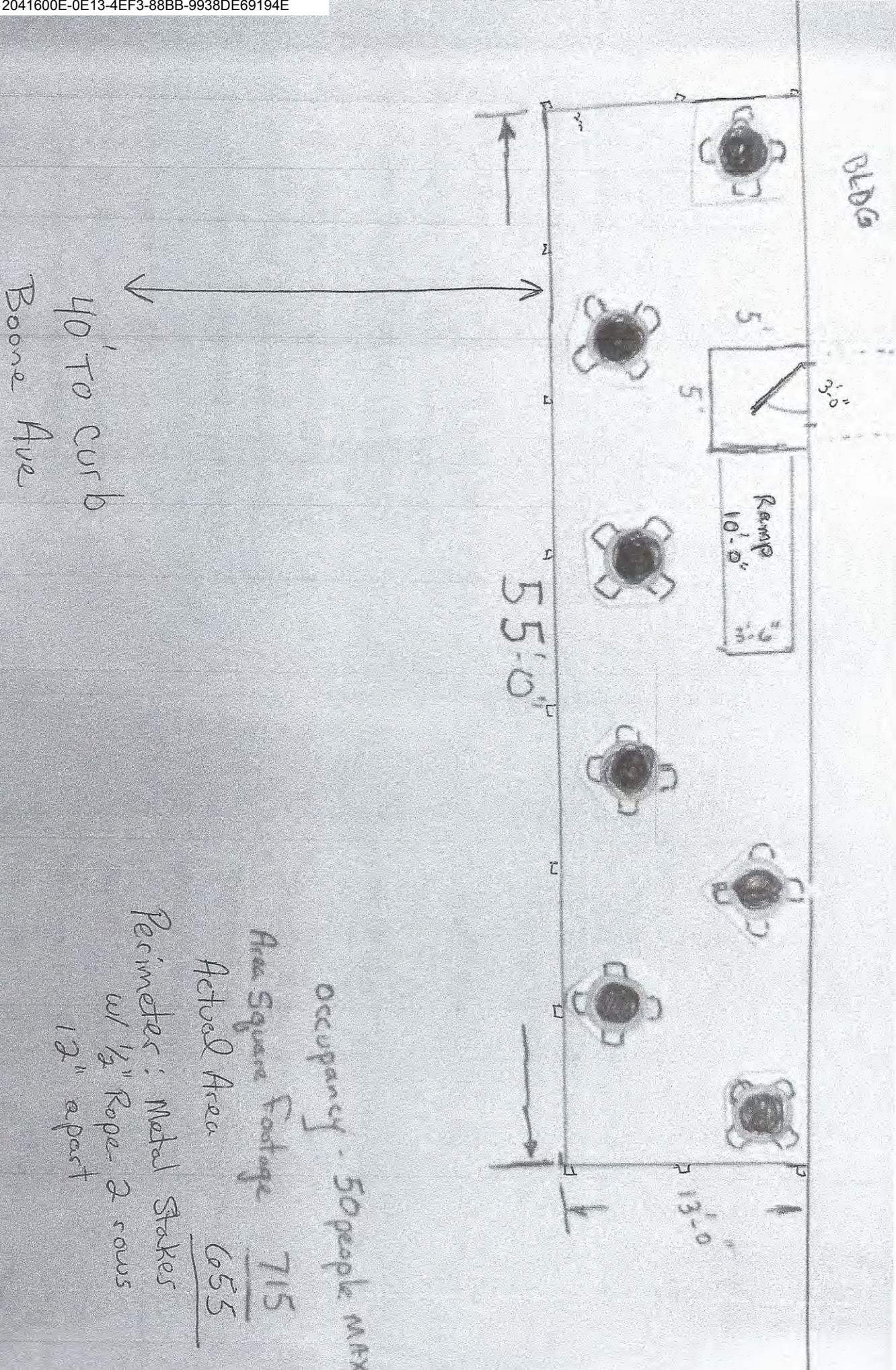
Parking Lot Entrance

Boone Ave



PLAN

THIS DRAWING IS THE PROPERTY OF THE ARCHITECT AND SHALL BE KEPT IN CONFIDENCE. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS TO BE REMOVED FROM ANY COPIES PRIOR TO CONSTRUCTION.



Occupancy - 50 people MAX

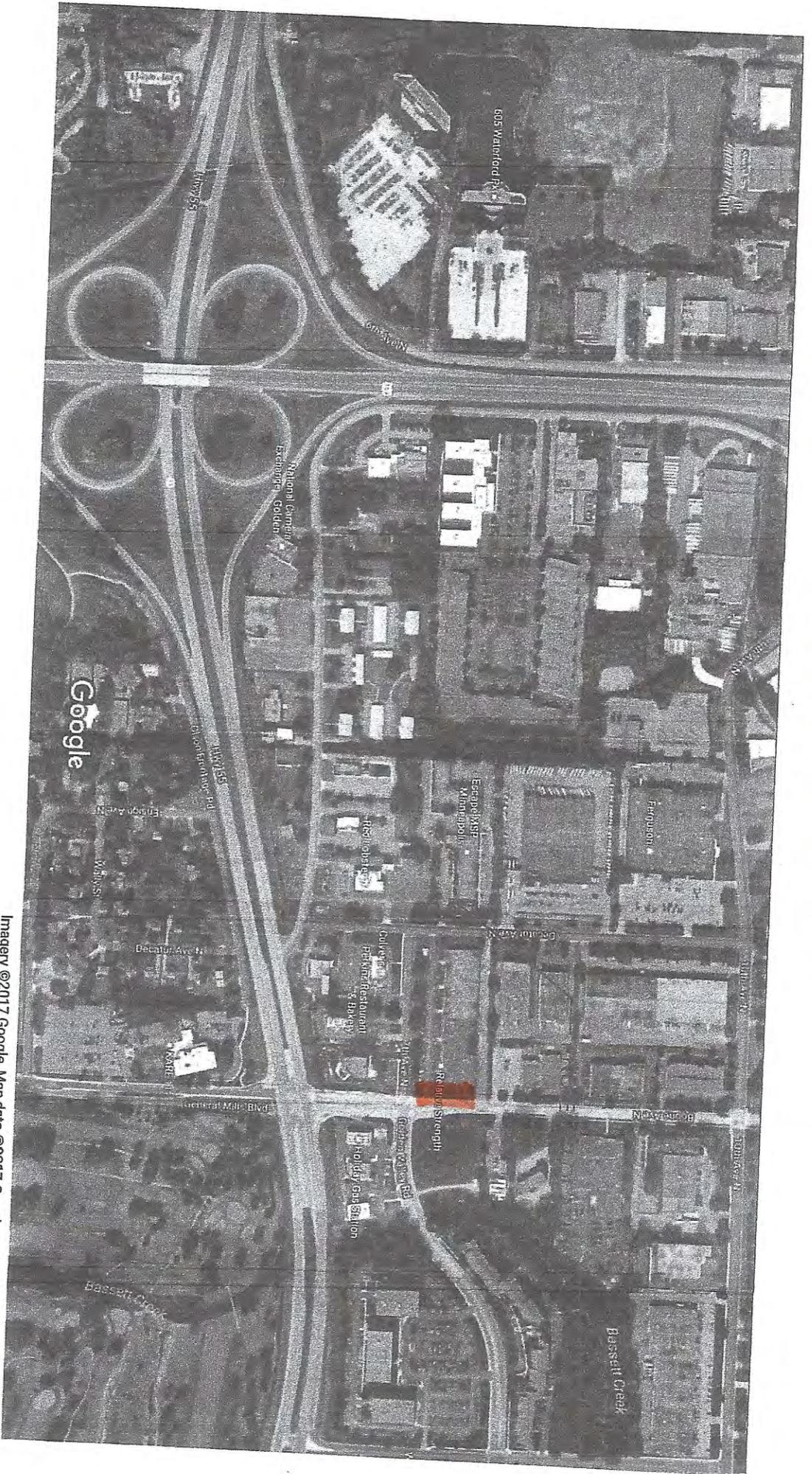
Area Square Footage 715

Actual Area 655

Perimeter: Metal Stakes
w/ 1/2" Rope - 2 rows
12" apart

Google Maps

Google Maps



Google

Imagery ©2017 Google, Map data ©2017 Google

200 ft

UPB



7800 Golden Valley Road
Golden Valley, MN 55427

**EMERGENCY ADMINISTRATIVE ACTION 20-50
APPROVING AGREEMENT
WITH TWIN CITY TENNIS CAMPS**

Pursuant to Mayoral Proclamation and Council Resolution effective March 17, 2020, the City of Golden Valley approves the attached Independent Contractor and Court Rental Agreement with Twin City Tennis Camps and authorizes the Mayor and City Manager to sign the agreement upon ratification of this Emergency Administrative Action by the City Council.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Date: June 10, 2020

Timothy J. Cruikshank, City Manager

INDEPENDENT CONTRACTOR & COURT RENTAL AGREEMENT

THIS AGREEMENT is made this June 10, 2020 ("Effective Date") by and between Twin City Tennis Camps (Inc.) a Minnesota corporation with its principal office located at 8014 Olson Memorial Highway, Ste. 101, Golden Valley, Minnesota ("Contractor"), and the City of Golden Valley, Minnesota, a Minnesota municipal corporation located at 7800 Golden Valley Road, Golden Valley, MN 55427 (the "City"):

RECITALS

- A. Contractor is engaged in the business of providing tennis instruction.
- B. The City is the owner of tennis courts located at the Brookview Parks named in the attached **Exhibit A** in Golden Valley, Minnesota (the "Facilities").
- C. Contractor desires to rent from the City and the City desires to rent Contractor tennis court time at the Facilities.

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

AGREEMENT

1. **Facility Use.** The City agrees to rent court time to Contractor for the times and dates shown on the attached **Exhibit A** and in accordance with the terms of this Agreement. Such schedules may be amended from time to time upon the written agreement of both parties' representatives, or as deemed necessary at the discretion of the Parks & Recreation Director. Contractor may request additional court time, which the City may grant or deny in its own discretion. Any additional court time shall be subject to additional fees. Contractor shall use and occupy the Facilities solely for the purpose of providing the services described herein and in accordance with the terms of this Agreement.
2. **Other City Services.** In addition to the Facility use described in paragraph one above, the City shall be responsible for the following services:
 - a. **Promotion:** The City shall promote Contractor's programs in one to two full pages of advertising in its Spring/Summer catalog and one-half to one page in its Fall catalog. Contractor will work with Golden Valley Park and Recreation staff for layout and catalog deadlines.
 - b. **Bathrooms:** The City shall clean the permanent bathrooms located at the Brookview Park tennis building and all portable bathrooms on City property pursuant to the City's CORR Plan, which shall be provided to Contractor for review prior to the beginning of the 2020 season. Contractor's staff shall support the daily disinfecting schedule on the weekends using an approved disinfectant product provided by the city.
 - c. **Trash and Recycling:** The City shall provide trash and recycling containers onsite as needed. The City shall remove all trash and recycling on a regular weekly schedule.
3. **Term.** This agreement will commence on June 10, 2020 and will continue until October 31, 2020.

4. **Services.** With respect to its programming, Contractor agrees to provide the services as described in the attached **Exhibit B** (the "Services"). All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar services.

5. **Time for Completion.** The Services shall be completed on the dates specified in the attached **Exhibit A**, provided that the parties may extend the stated deadlines upon mutual written agreement. Notwithstanding paragraph 3 above and except as otherwise provided herein, this Agreement shall remain in force and effect commencing from the effective date and continuing until the completion of Contractor's programs, unless terminated by the City or amended pursuant to the Agreement.

6. **Consideration.** Contractor shall pay the City:

- a. \$6.00 per hour of court usage.
- b. 50% of the cost of renting and cleaning the rented portable toilets at the Facilities.

The City shall invoice Contractor on a monthly basis and Contractor shall make all payments by check payable to the City of Golden Valley within 30 days. All fees shall be considered fully earned by the City upon receipt by the City. Any expenses incurred by the Contractor pursuant to providing the Services, including but not limited to travel and phone expenses, are the sole responsibility of the Contractor.

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

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

Notwithstanding anything to the contrary herein, if at any time the actions of the Contractor and/or their staff compromise the physical, mental or emotional safety of a participant (as determined by the City), the City shall have the right to immediately suspend Services until the issue has been resolved or the contract terminated. In the event of a termination, Contractor shall pay the City for court time used to the date of termination.

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

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

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

11. **Waiver.** Contractor waives all its rights against the City for damages covered by property insurance. Contractor shall require a similar waiver from all its consultants and subcontractors, if any. Contractor waives all of its rights of recovery against the City because of deductible clauses in, or inadequacy of limits in, any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor. Contractor waives any of its rights of recovery against the City because of a lack of insurance coverage. Contractor shall require similar waivers from all of its consultants. Contractor shall waive all of its rights of recovery against the City for loss or damage to any of its equipment, machinery, tools or property that is used in connection with this Agreement. Contractor shall require a similar waiver from all its consultants and subcontractors.

12. **Insurance.** Contractor, at its expense, shall procure and maintain in force for the duration of this Agreement, the following minimum insurance coverages:

- a. **Comprehensive General Liability.** Contractor shall maintain commercial general liability insurance in a minimum amount of \$2,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, personal injury, advertising injury, and contractually assumed liability. The City shall be named as an additional insured.
- b. **Automobile Liability.** If Contractor transports any program participants in its vehicles, the Contractor shall maintain commercial automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum combined single limit of \$2,000,000 per occurrence.
- c. **Workers' Compensation and Employer's Liability.** Contractor agrees to provide workers' compensation insurance for all of its employees in accordance with the statutory requirements of the State of Minnesota.

Within ten days of the effective date of this Agreement and thereafter upon the City's request, Contractor shall provide a certificate of insurance as proof that the above coverages are in full force and effect. These insurance requirements may be met through any combination of primary and umbrella/excess insurance. Contractor's policies shall be primary and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of the Contractor's performance under this Agreement. Contractor's policies and certificate of insurance shall state the coverage afforded under the policies shall not be cancelled without at least 30 days' advanced written notice to the City.

Without prejudice to any other right or remedy, if Contractor fails to obtain the required insurance, the City may elect to obtain equivalent insurance to protect Owner's interests at Contractor's expense and the consideration shall be adjusted accordingly.

13. **COVID-19.** In accordance with all applicable City, state, and federal laws, ordinances, rules and regulations related to the ongoing COVID-19 pandemic, Contractor agrees to the following:

- a. Contractor shall be solely responsible for all safety precautions at the Facilities during the time it is conducting its activities.
- b. Contractor shall submit (a) a copy of its COVID-19 preparedness plan to the City for review; and (b) a certification that Contractor has adopted a COVID-19 preparedness plan that meets the requirements of the United States government and the State of Minnesota. (Exhibit C)
- c. Contractor shall at all times abide by all applicable state, federal and City rules, laws and ordinances, as well as the requirements of its COVID-19 preparedness plan.

The City reserves the right to immediately terminate this Agreement without notice if Contractor does not abide by the requirements of this Paragraph 13.

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

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

16. **Compliance with Laws.** Contractor shall exercise due professional care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date Contractor agrees to provide the Services. Contractor's guests, invitees, members, officers, officials, agents, employees, volunteers, representatives, and subcontractors shall abide by the City's policies prohibiting sexual harassment and tobacco, drug, and alcohol use as defined on the City's Tobacco, Drug, and Alcohol Policy, as well as all other reasonable work rules, safety rules, or policies, and procedures regulating the conduct

of persons on City property, at all times while performing duties pursuant to this Agreement. Contractor agrees and understands that a violation of any of these policies, procedures, or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by the City.

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

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

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

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

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

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

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

24. **Authorized Agents.** The City's authorized agent for purposes of administration of this contract is Rick Birno, the Parks and Recreation Director of the City, or designee. Contractor's authorized agent for purposes of administration of this contract is Daniel Nabedrick, or designee who shall perform or supervise the performance of all Services.

25. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when mailed, personally delivered or emailed to:

CONTRACTOR	THE CITY
Daniel Nabedrick	Rick Birno, Parks & Recreation Director
Twin City Tennis Camps	City of Golden Valley
8014 Highway 55, Ste. 101	7800 Golden Valley Road
Golden Valley, MN 55427	Golden Valley, MN 55427
dnabedrick@twincitytenniscamps.com	rbirno@goldenvalleymn.gov

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

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

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

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

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

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

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

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

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

TWIN CITY TENNIS CAMPS (INC.):

By: _____

Name: _____

Title: _____

CITY OF GOLDEN VALLEY:

By: _____

Shepard M. Harris, Mayor

By: _____

Timothy J. Cruikshank, City Manager

EXHIBIT A
FACILITY USE SCHEDULE

2020 TWIN CITY TENNIS CAMP SCHEDULE

SUMMER

Brookview 6/10-8/28	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	8:30 AM-4 PM	9:30 AM-12 PM					
	6 courts	4 courts					

4-8 PM	4-8 PM	4-8 PM	4-8 PM	4-6 PM		
4 courts						

Wesley 6/10-8/28	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	8:30 A-4 PM						
	4 courts						

Seeman 6/10-6/26	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
		6 - 8 PM		6 - 8 PM		10 AM - 12 PM	
		2 courts		2 courts		2 courts	

Brookview 8/31-8/8	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	8:30 A-4 PM						
	4 courts						

Saturday, June 13: Brookview move to Wesley 4 courts

FALL

Lions 8/31-10/18	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	4-6 PM	4-6 PM	4-6 PM	4-6 PM			
	2 courts	2 courts	2 courts	2 courts			

Wesley 8/31-10/18	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	4-6 PM	4-6 PM	4-6 PM	4-6 PM			
	2 courts	2 courts	2 courts	2 courts			

Brookview 8/31-10/18	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	6-8 PM	6-8 PM	6-8 PM	6-8 PM	3:30-6 PM	9:30 AM-4 PM	11 AM-5 PM
	4 courts	4 courts	4 courts	4 courts	4 courts	4 courts	4 courts

Brookview 10/14-10/16	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
			11 AM-5 PM	11 AM-5 PM	11 AM-5 PM		
			4 courts	4 courts	4 courts		

No TCTC at Brookview on Friday, 9/11 - move to Lions

NOTES: No TCTC Sept 6-7

EXHIBIT B
CONTRACTOR SERVICES

It is understood that the Contractor is experienced and trained to provide tennis recreation program services and that the City requires such services. Therefore, it is hereby agreed that Contractor shall be solely responsible for providing tennis instruction services (the "Services") in accordance with the following standards:

1. Instruction:

- a. Contractor shall be a member of the United States Tennis Association ("USTA") and follow all USTA guidelines for tennis instruction.
- b. Contractor shall complete background checks on all of its instructors.
- c. Contractor shall provide concussion training, as provided through the Center of Disease Control and Prevention website, for all of its instructors.
- d. Copies of all staff's background checks and Concussion Training Certificates shall be made available upon request to Golden Valley Parks and Recreation.
- e. All of Contractor's instructors shall be at least 16 years of age or older.

2. Supplies:

- a. Contractor shall provide all necessary supplies and staff, including. Including all supplies needed to protect staff and program participants from Covid 19.
- b. Contractor shall remove all supplies from the Facilities at the end of program. Contractor shall remove all teaching aides, supplies, additional signage, etc. at the end of each daily program.
- c. Contractor may have clocks and court caddies on the court. Clocks and caddies may stay on the courts for the duration of the season. The City is not responsible for damaged or stolen items.
- d. Contractor shall retrieve all tennis balls and other supplies from the area at the conclusion of each day.
- e. Contractor shall be solely responsible for decontaminating the office area daily according to the terms of its COVID-19 preparedness plan and the City's CORR Plan, which the City shall provide to Contractor.

3. Registration and Communication:

- a. Contractor shall be responsible for all aspects of registration.
- b. Contractor shall have a working website and access for phone communication for all participants and Golden Valley Parks and Recreation staff.
- c. Contractor shall use best efforts to accommodate the registration requests of Golden Valley residents before the registration requests of non-Golden Valley residents. .
- d. Contractor shall offer fee assistance for Golden Valley residents who request financial assistance.

4. Facility Use:

- a. Contractor shall submit all facility repair requests in writing or via email to City staff. Contractor shall not make any changes to the Facilities without written approval from the City.
- b. Contractor shall maintain a neat and orderly operation for the duration of the program. Contractor shall pick up all recycling, garbage, and debris and place them in appropriate containers at conclusion of each day.
- c. Any additional Facility usage above and beyond the contracted days and times must be requested and approved and will be subject to additional charges.

- d. Contractor may use the Brookview Tennis Court building office area beginning on the effective date of this Agreement and ending October 31, 2020. The City shall supply up to 4 keys for the Brookview tennis building office area. Contractor shall return all keys to the City by Oct. 31, 2020.

5. Permits/Ordinance:

- a. Contractor shall follow City signage guidelines as directed by Parks and Recreation Staff. Contractor may post one banner/sign per two tennis courts. Banners/signs are not allowed on any City building.
- b. If Contractor wishes to sell merchandise, Contractor must obtain a permit from the City.

6. Tournaments:

- a. Contractor shall be responsible for ordering and paying dumpster expense for all tournaments if offered.

7. Safety:

- a. Contractor shall provide first aid kit, ice, and safety supplies.
- b. Contractor shall report to the City all injuries that occur on City property or during the Program.
- c. Contractor will be expected to follow all Covid 19 safety procedures as outlined by the State of Minnesota and the Centers for Disease Control and Prevention, and as otherwise required in this Agreement.

8. Transportation. Contractor shall not transport any program participants during the 2020 season.



7800 Golden Valley Road
Golden Valley, MN 55427

**EMERGENCY ADMINISTRATIVE ACTION 20-51
APPROVING AGREEMENT
FOR GOLF INSTRUCTION SERVICES**

Pursuant to Mayoral Proclamation and Council Resolution effective March 17, 2020, the City of Golden Valley approves the attached Independent Contractor Agreements for golf instruction services and authorizes the Mayor and City Manager to sign the agreement upon ratification of this Emergency Administrative Action by the City Council.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Date: June 10, 2020

Timothy J. Cruikshank, City Manager

INDEPENDENT CONTRACTOR AGREEMENT FOR GOLF LESSONS

THIS AGREEMENT is made this June 10, 2020 (“Effective Date”) by and between Alex Tegels (“Contractor”), and the City of Golden Valley, Minnesota, a Minnesota municipal corporation located at 7800 Golden Valley Road, Golden Valley, MN 55427 (the “City”):

RECITALS

- A. Contractor is engaged in the business of providing golf instruction.
- B. The City is the owner of Brookview Golf Course in Golden Valley, Minnesota (the “Facility”)
- C. Contractor desires to provide and the City desires to hire Contractor to provide group and private golf lessons at the Facility.

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

AGREEMENT

1. **Facility Use.** The City agrees to allow Contractor to use the Facilities to provide private and group golf lessons (the “Services”). For purposes of this agreement, the term Group Lessons means golf lessons which are scheduled by the City and are part of the City’s regular golf programming. Private Lessons means golf lessons that are scheduled by the Contractor and are not part of the City’s regular golf programming. Such schedules may be amended from time to time upon the agreement of both parties’ representatives, or as deemed necessary at the discretion of the Golf Operations Manager.
2. **Term.** This agreement will commence on June 10, 2020 and will continue until October 31, 2020.
3. **Services.** Contractor may provide Group Lessons and Private Lessons. Contractor agrees to provide the all Services in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar services.
 - a. **Group Lessons:**
 - i. The City shall provide the following for Group Lessons:
 1. Schedule all Group Lesson sessions and provide Contractor an opportunity to sign up to teach Group Lesson sessions.
 2. Register participants, collect participant fees, and provide a participant class lists to Contractor.
 3. Provide access to the lesson tee and golf course.
 4. Provide range balls for instruction.
 5. Advertise all Group Lessons in the City’s Parks & Recreation catalog and on its website. The City shall be solely responsible for the content and timing of all Group Lesson advertising.

ii. Contractor shall be responsible for the following with respect to Group Lessons:

1. Work with City staff ahead of time to create a Group Lessons schedule.
2. Communicate with customers.

b. **Private Lessons:**

i. The City shall provide the following for Group Lessons:

1. Provide access to the lesson tee and golf course
2. Provide range balls for instruction
3. Advertise all Private Lessons in the City's Parks & Recreation catalog and on its website. The City shall be solely responsible for the content and timing of all Private Lesson advertising.

ii. Contractor shall be responsible for the following with respect to Private Lessons:

1. Manage Contractor's own schedule and coordinate lesson times with customers and other independent contractor customers
2. Communicate with customers

4. **Consideration.**

- a. **Group Lessons.** The City shall pay Contractor \$80.00 per hour for Group Lessons it teaches at the Facilities. Contractor shall invoice the City on the 15th and 30th of each month.
- b. **Private Lessons.** Contractor agrees to pay the City 15% of its gross receipts for all Private Lessons conducted at Brookview. Contractor shall provide the City a summary of all fees it has charged and Private Lessons it has conducted at Brookview on the 28th of each month. The City will invoice Contractor for payments. All fees shall be fully earned by the City upon receipt by the City.

5. **Expenses.** Any expenses incurred by the Contractor while providing the Services, including but not limited to travel and phone expenses, are the sole responsibility of the Contractor.

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

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

Notwithstanding anything to the contrary herein, if at any time the actions of the Contractor and/or their staff compromise the physical, mental or emotional safety of a customer (as determined by the City), the City shall have the right to immediately suspend Services until the issue has been resolved or the contract terminated. In the event of a termination, Contractor shall pay the City for course time used to the date of termination.

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

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

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

11. **Waiver.** Contractor waives all its rights against the City for damages covered by property insurance. Contractor shall require a similar waiver from all its consultants and subcontractors, if any. Contractor waives all of its rights of recovery against the City because of deductible clauses in, or inadequacy of limits in, any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor. Contractor waives any of its rights of recovery against the City because of a lack of insurance coverage. Contractor shall require similar waivers from all of its consultants. Contractor shall waive all of its rights of recovery against the City for loss or damage to any of its equipment, machinery, tools or property that is used in connection with this Agreement. Contractor shall require a similar waiver from all its consultants and subcontractors.

12. **Insurance.** Contractor, at its expense, shall procure and maintain in force for the duration of this Agreement, the following minimum insurance coverages:

- a. **Comprehensive General Liability.** Contractor shall maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, personal injury, advertising injury, and contractually assumed liability. The City shall be named as an additional insured.

- b. **Workers' Compensation and Employer's Liability.** Contractor agrees to provide workers' compensation insurance for all of its employees in accordance with the statutory requirements of the State of Minnesota.

Within ten days of the effective date of this Agreement and thereafter upon the City's request, Contractor shall provide a certificate of insurance as proof that the above coverages are in full force and effect. These insurance requirements may be met through any combination of primary and umbrella/excess insurance. Contractor's policies shall be primary and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of the Contractor's performance under this Agreement. Contractor's policies and certificate of insurance shall state the coverage afforded under the policies shall not be cancelled without at least 30 days' advanced written notice to the City.

Without prejudice to any other right or remedy, if Contractor fails to obtain the required insurance, the City may elect to obtain equivalent insurance to protect Owner's interests at Contractor's expense and the consideration shall be adjusted accordingly.

13. **COVID-19.** In accordance with all applicable City, state, and federal laws, ordinances, rules and regulations related to the ongoing COVID-19 pandemic, Contractor agrees to the following:

- a. Contractor shall be solely responsible for all safety precautions during the time it is conducting its activities.
- b. Contractor shall submit (a) a copy of its COVID-19 preparedness plan to the City for review; and (b) a certification that Contractor has adopted a COVID-19 preparedness plan that meets the requirements of the United States government and the State of Minnesota. (Exhibit C)
- c. Contractor shall at all times abide by all applicable state, federal and City rules, laws and ordinances, as well as the requirements of its COVID-19 preparedness plan.

The City reserves the right to immediately terminate this Agreement without notice if Contractor does not abide by the requirements of this Paragraph 13.

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

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

extent expressly provided in this Agreement. All services provided by Contractor pursuant to this Agreement shall be provided by Contractor as an independent contractor and not as an employee of the City for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.

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

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

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

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

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

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

22. **No Discrimination.** Contractor agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement. Contractor agrees to comply with the Americans with Disabilities Act as

amended ("ADA"), section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorneys' fees and staff time, in any action or proceeding brought alleging a violation of these laws by Contractor or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, Contractor shall provide accommodation to allow individuals with disabilities to participate in all Services under this Agreement. Contractor agrees to utilize its own auxiliary aid or service in order to comply with ADA requirements for effective communication with individuals with disabilities.

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

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

CONTRACTOR:

CITY OF GOLDEN VALLEY:

By: _____
Name: _____
Title: _____

By: _____
Timothy J. Cruikshank, City Manager

INDEPENDENT CONTRACTOR AGREEMENT FOR GOLF LESSONS

THIS AGREEMENT is made this June 10, 2020 (“Effective Date”) by and between Michael Turnbull (“Contractor”), and the City of Golden Valley, Minnesota, a Minnesota municipal corporation located at 7800 Golden Valley Road, Golden Valley, MN 55427 (the “City”):

RECITALS

- A. Contractor is engaged in the business of providing golf instruction.
- B. The City is the owner of Brookview Golf Course in Golden Valley, Minnesota (the “Facility”)
- C. Contractor desires to provide and the City desires to hire Contractor to provide group and private golf lessons at the Facility.

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

AGREEMENT

1. **Facility Use.** The City agrees to allow Contractor to use the Facilities to provide private and group golf lessons (the “Services”). For purposes of this agreement, the term Group Lessons means golf lessons which are scheduled by the City and are part of the City’s regular golf programming. Private Lessons means golf lessons that are scheduled by the Contractor and are not part of the City’s regular golf programming. Such schedules may be amended from time to time upon the agreement of both parties’ representatives, or as deemed necessary at the discretion of the Golf Operations Manager.
2. **Term.** This agreement will commence on June 10, 2020 and will continue until October 31, 2020.
3. **Services.** Contractor may provide Group Lessons and Private Lessons. Contractor agrees to provide the all Services in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar services.
 - a. **Group Lessons:**
 - i. The City shall provide the following for Group Lessons:
 1. Schedule all Group Lesson sessions and provide Contractor an opportunity to sign up to teach Group Lesson sessions.
 2. Register participants, collect participant fees, and provide a participant class lists to Contractor.
 3. Provide access to the lesson tee and golf course.
 4. Provide range balls for instruction.
 5. Advertise all Group Lessons in the City’s Parks & Recreation catalog and on its website. The City shall be solely responsible for the content and timing of all Group Lesson advertising.

ii. Contractor shall be responsible for the following with respect to Group Lessons:

1. Work with City staff ahead of time to create a Group Lessons schedule.
2. Communicate with customers.

b. **Private Lessons:**

i. The City shall provide the following for Group Lessons:

1. Provide access to the lesson tee and golf course
2. Provide range balls for instruction
3. Advertise all Private Lessons in the City's Parks & Recreation catalog and on its website. The City shall be solely responsible for the content and timing of all Private Lesson advertising.

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1. Manage Contractor's own schedule and coordinate lesson times with customers and other independent contractor customers
2. Communicate with customers

4. **Consideration.**

- a. **Group Lessons.** The City shall pay Contractor \$80.00 per hour for Group Lessons it teaches at the Facilities. Contractor shall invoice the City on the 15th and 30th of each month.
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5. **Expenses.** Any expenses incurred by the Contractor while providing the Services, including but not limited to travel and phone expenses, are the sole responsibility of the Contractor.

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

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

Notwithstanding anything to the contrary herein, if at any time the actions of the Contractor and/or their staff compromise the physical, mental or emotional safety of a customer (as determined by the City), the City shall have the right to immediately suspend Services until the issue has been resolved or the contract terminated. In the event of a termination, Contractor shall pay the City for course time used to the date of termination.

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

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

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

11. **Waiver.** Contractor waives all its rights against the City for damages covered by property insurance. Contractor shall require a similar waiver from all its consultants and subcontractors, if any. Contractor waives all of its rights of recovery against the City because of deductible clauses in, or inadequacy of limits in, any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor. Contractor waives any of its rights of recovery against the City because of a lack of insurance coverage. Contractor shall require similar waivers from all of its consultants. Contractor shall waive all of its rights of recovery against the City for loss or damage to any of its equipment, machinery, tools or property that is used in connection with this Agreement. Contractor shall require a similar waiver from all its consultants and subcontractors.

12. **Insurance.** Contractor, at its expense, shall procure and maintain in force for the duration of this Agreement, the following minimum insurance coverages:

- a. **Comprehensive General Liability.** Contractor shall maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, personal injury, advertising injury, and contractually assumed liability. The City shall be named as an additional insured.

- b. **Workers' Compensation and Employer's Liability.** Contractor agrees to provide workers' compensation insurance for all of its employees in accordance with the statutory requirements of the State of Minnesota.

Within ten days of the effective date of this Agreement and thereafter upon the City's request, Contractor shall provide a certificate of insurance as proof that the above coverages are in full force and effect. These insurance requirements may be met through any combination of primary and umbrella/excess insurance. Contractor's policies shall be primary and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of the Contractor's performance under this Agreement. Contractor's policies and certificate of insurance shall state the coverage afforded under the policies shall not be cancelled without at least 30 days' advanced written notice to the City.

Without prejudice to any other right or remedy, if Contractor fails to obtain the required insurance, the City may elect to obtain equivalent insurance to protect Owner's interests at Contractor's expense and the consideration shall be adjusted accordingly.

13. **COVID-19.** In accordance with all applicable City, state, and federal laws, ordinances, rules and regulations related to the ongoing COVID-19 pandemic, Contractor agrees to the following:

- a. Contractor shall be solely responsible for all safety precautions during the time it is conducting its activities.
- b. Contractor shall submit (a) a copy of its COVID-19 preparedness plan to the City for review; and (b) a certification that Contractor has adopted a COVID-19 preparedness plan that meets the requirements of the United States government and the State of Minnesota. (Exhibit C)
- c. Contractor shall at all times abide by all applicable state, federal and City rules, laws and ordinances, as well as the requirements of its COVID-19 preparedness plan.

The City reserves the right to immediately terminate this Agreement without notice if Contractor does not abide by the requirements of this Paragraph 13.

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

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

extent expressly provided in this Agreement. All services provided by Contractor pursuant to this Agreement shall be provided by Contractor as an independent contractor and not as an employee of the City for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.

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

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

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

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

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

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

22. **No Discrimination.** Contractor agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement. Contractor agrees to comply with the Americans with Disabilities Act as

amended ("ADA"), section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorneys' fees and staff time, in any action or proceeding brought alleging a violation of these laws by Contractor or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, Contractor shall provide accommodation to allow individuals with disabilities to participate in all Services under this Agreement. Contractor agrees to utilize its own auxiliary aid or service in order to comply with ADA requirements for effective communication with individuals with disabilities.

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

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

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

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

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

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

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

CONTRACTOR:

CITY OF GOLDEN VALLEY:

By: _____
Name: _____
Title: _____

By: _____
Timothy J. Cruikshank, City Manager



7800 Golden Valley Road
Golden Valley, MN 55427

**EMERGENCY ADMINISTRATIVE ACTION 20-52
ADOPTING THE PARKS & RECREATION SECTION OF
THE COVID-19 OPERATIONS RECOVERY AND READINESS PLAN**

Pursuant to Mayoral Proclamation and Council Resolution effective March 17, 2020, the City of Golden Valley adopts the Parks and Recreation section of the COVID-19 Operations Recovery and Readiness Plan on file with the City Clerk.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Date: June 10, 2020

Timothy J. Cruikshank, City Manager



7800 Golden Valley Road
Golden Valley, MN 55427

**EMERGENCY ADMINISTRATIVE ACTION 20-53
APPROVING FIELD USE AGREEMENTS
WITH SPORTS LEAGUE ASSOCIATIONS**

Pursuant to Mayoral Proclamation and Council Resolution effective March 17, 2020, the City of Golden Valley approves the attached Field Use Agreements with Golden Valley Little League and Golden Valley Girls Slow Pitch and authorizes the Mayor and City Manager to sign the agreement upon ratification of this Emergency Administrative Action by the City Council.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Date: July 2, 2020

Timothy J. Cruikshank, City Manager

FIELD USE AGREEMENT

This field use agreement is entered into this 1st day of July, 2020, between the City of Golden Valley ("City"), a Minnesota municipal corporation and Golden Valley Girls Slowpitch, (the "Association") a community youth athletic association.

WHEREAS, City is the owner of real property and the improvements made thereon located at Lions Park, Schaper Park, and Wesley Park in the City of Golden Valley, Hennepin County, State of Minnesota, commonly known as the facilities (the "Facilities").

WHEREAS, the Association desires to use City fields for its activities and City desires to provide the Association field time at the Facilities.

THEREFORE, in consideration the keeping and performance of the conditions and promises set forth in this Agreement, the adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Schedule of Field Time and Hours:** The City agrees to provide field time to the Association for the times and dates shown on the attached Field Use Schedule (**Exhibit A**) and in accordance with the terms of this Agreement. Such schedule may be amended from time to time upon the written agreement of both parties' representatives, or as deemed necessary at the discretion of the Parks and Recreation Director. Each year during the term of this agreement, the parties will work together to negotiate a new Field Use Schedule, which may be approved by the Parks and Recreation Director and kept on file with the Parks and Recreation Facilities Supervisor or other designee of the Parks and Recreation Director.
2. **Term:** The term of this agreement will commence on July 1, 2020 and will continue until October 31, 2020.
3. **Field Maintenance Fee:** The Association agrees to pay the City an annual field maintenance fee. The field maintenance fee is determined annually and approved in the fee schedule by the City Council.
4. **Billing and Payments:**
 - a. The City will invoice the Association for field maintenance fees annually in October.
 - b. Upon proper billing by City, the Association will promptly pay the City the amount billed.
5. **Use of Facilities:**
 - a. The Association agrees to use and occupy the Facilities solely for the purpose of conducting seasonal [insert sport name or league] activities in accordance with the terms of this Agreement.
 - b. The Association agrees not to use, nor permit any portion of the Facilities to be used, for any illegal purpose or for any purpose that would cause an increase in or cancellation of the existing rate of insurance on the Facilities.
 - c. The Association agrees to use the Facilities according to the Rules and Regulations of the City of Golden Valley, which will be updated and provided to the Association from time to time.
6. **Insurance:** The Association, at its expense, shall procure and maintain in force for the duration of this Agreement commercial general liability insurance in a minimum amount of \$1,000,000 per

occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, personal injury, advertising injury, and contractually assumed liability. The City shall be named as an additional insured.

Within ten days of the effective date of this Agreement and thereafter upon the City's request, and at least annually, the Association shall provide a certificate of insurance as proof that the above coverages are in full force and effect. These insurance requirements may be met through any combination of primary and umbrella/excess insurance. The Association's policies shall be primary and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of the Association's performance under this Agreement.

The Association's policies and certificate of insurance shall state the coverage afforded under the policies shall not be cancelled without at least 30 days' advanced written notice to the City. Without prejudice to any other right or remedy, if the Association fails to obtain the required insurance, the City may elect to obtain equivalent insurance to protect Owner's interests at the Association's expense and the consideration shall be adjusted accordingly.

- 7. Services:** In exchange for the mutual promises set forth in this Agreement, the City agrees to provide usable athletic fields.
- 8. Covenant to Hold Harmless:**
 - a. The Association acknowledges that the City has not asserted or accepted any responsibility for supervision, security or control of the Association's property or activities conducted on the Facilities or any part connected or contiguous thereto. The Association is solely responsible to provide security for its equipment kept in the Facilities and shall be solely responsible to provide supervision of its participants, volunteers, staff, agents, and spectators, when on City owned property.
 - b. The Association's participants, volunteers, staff, and agents assume all risks of personal injury arising from its usage of the Facilities or any part connected or contiguous thereto which result from an act or failure to act on the part of the Association or others over whom it has supervisory responsibility.
 - c. The Association assumes responsibility for damages to the Facilities or any part connected or contiguous thereto arising out of negligence or fault of the Association under its performance of this Agreement. The City will notify the Association of any damages and allow a reasonable opportunity for review of the damage before repairs are made. The City is responsible for the repair or replacement of Facilities property and will invoice the Association for the damages. The Association's obligation will be to reimburse to the City for any out-of-pocket cost of labor replacement of like-kind and quality of equipment and materials.
 - d. The Association agrees to indemnify and hold harmless the City from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from:
 - i. Any negligent or wrongful act or omission of the Association, its staff, athletes, licensees, agents, employees, or others over whom it has supervisory responsibility; or;
 - ii. Any accident, injury, death or damage, to any person or property occurring in the Facilities or any part connected or contiguous thereto and caused by the negligence or other wrongful conduct of the Association, its staff, athletes, licensees, agents, employees, or others over whom it has supervisory responsibility, excluding claims arising from the City's performance under this Agreement.

- e. The City agrees to indemnify and hold harmless the Association from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i.) any negligent or wrongful act or omission of the City, its licensees, agents, or employees: or (ii.) any accident, injury, death, or damage to any person or property occurring in the Facilities or any part connected or contiguous thereto and caused by the negligence or other wrongful conduct of the City, its licensees, agents, or employees, excluding claims arising from CPYHA's performance under this Agreement.
- 9. Cancellations:** The City shall not be held responsible for the cancellation of field time for reasons beyond the reasonable control of the City, its agents or employees, such as but not limited to equipment failure, loss of power, pandemic, civil unrest, severe weather, or other acts of God. In the event of such an occurrence, the City will attempt to reschedule the Association's field times or the Association may cancel and receive a return of any fees paid but not yet used.
- 10. Breach:** Either party may terminate this agreement at any time.
- 11. Assignment:** The Association shall not assign or otherwise transfer its interest in its scheduled field time to any other person or organization.
- 12. Signage:** The Association may post league information signage, branding, and sponsorship banners all of which shall conform to and be consistent with the sign policy of the City of Golden Valley.
- 13. COVID-19:** In accordance with all applicable City, state, and federal laws, ordinances, rules and regulations related to the ongoing COVID-19 pandemic, the Association agrees to the following:
- a. The Association shall prepare a COVID-19 plan, which plan shall meet all requirements of the City and State of Minnesota related to COVID-19, including, but not limited to, Governor's Executive Orders and State Agency Guidance.
 - b. The Association shall submit (i) a copy of its COVID-19 preparedness plan to the City for review; and (ii) a certification that the Association has adopted a COVID-19 preparedness plan that meets the requirements of the United States government and the State of Minnesota.
 - c. The Association shall implement and enforce its COVID-19 plan while using the Facilities in accordance this Agreement. The Association shall be solely responsible for all safety precautions at the Facilities during the time it is conducting its activities and shall at all times abide by all applicable state, federal and City rules, laws and ordinances, as well as the requirements of its COVID-19 preparedness plan.
 - d. The Association shall monitor and update its COVID-19 Preparedness Plan should the requirements of the City or State of Minnesota be altered, updated, or otherwise changed.

The City reserves the right to immediately terminate this Agreement without notice if the Association does not abide by the requirements of this Paragraph 14.

- 14. No Discrimination:** The Association agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement. The Association agrees to comply with the Americans with Disabilities Act as amended ("ADA"), section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. The Association agrees to

hold harmless and indemnify the City from costs, including but not limited to damages, attorneys' fees and staff time, in any action or proceeding brought alleging a violation of these laws by the Association or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, the Association shall provide accommodation to allow individuals with disabilities to participate in all activities under this Agreement. The Association agrees to utilize its own auxiliary aid or service in order to comply with ADA requirements for effective communication with individuals with disabilities.

15. Miscellaneous:

- a. It is agreed that no assent, express or implied, to any breach of anyone or more of the covenants or agreements herein contained will be deemed or taken to be a waiver of any succeeding or other breach.
- b. Severance: If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the provisions of this Agreement will remain in full force and will in no way be affected, impaired or invalidated.
- c. No Oral Agreements: This Agreement includes in full each agreement of every kind between the parties concerning the Facilities, and all preliminary negotiations and agreements of any kind or nature are merged in this Agreement. There are no oral agreements or implied covenants in connection with this Agreement. Any modifications to the Agreement shall be made in writing and may be made by email.
- d. Governing Law: This Agreement is governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto agree the day and year first above written.

CITY OF GOLDEN VALLEY

ASSOCIATION

By: _____
Shepard M. Harris, Mayor

By: _____

By: _____
Timothy J. Cruikshank, City Manager

Name: _____
Title: _____

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement is entered into this 2nd day of July, 2020, between the City of Golden Valley ("City"), a Minnesota municipal corporation and Golden Valley Little League, Inc., a Minnesota Corporation (the "Association") a community youth athletic association.

WHEREAS, City is the owner of real property and the improvements made thereon located at Isaacson Park, Scheid Park, Seeman Park, Hampshire Park, and Natchez Park in the City of Golden Valley, Hennepin County, State of Minnesota, commonly known as the facilities (the "Facilities"); and

WHEREAS, the Association and the City previously entered into a lease agreement dated February 23, 2001 (the "Lease Agreement") to grant the Association use of the Facilities for youth baseball activities; and

WHEREAS, on March 13, 2020, Governor Walz declared a peacetime emergency in response to the COVID-19 worldwide pandemic, and since then the Governor has promulgated a series of Executive Orders requiring the Association and the City to follow certain rules and guidelines when engaging in youth sports activities to combat the spread of COVID-19; and

WHEREAS, on March 16, 2020, the City declared a local emergency in response to the COVID-19 worldwide pandemic and on July 16, 2020, the City adopted a COVID-19 Recovery and Readiness Plan that sets forth certain safety requirements that must be followed by third parties using the Facilities.

THEREFORE, in consideration the keeping and performance of the conditions and promises set forth in this Agreement and the Lease Agreement, the adequacy of which are hereby acknowledged, the parties agree as follows:

1. The Following new section shall be added to the Lease Agreement after paragraph 11:

COVID-19: In accordance with all applicable City, state, and federal laws, ordinances, rules and regulations related to the ongoing COVID-19 pandemic, the Association agrees to the following:

- a. The Association shall prepare a COVID-19 plan, which plan shall meet all requirements of the City and State of Minnesota related to COVID-19, including, but not limited to, Governor's Executive Orders and State Agency Guidance.
- b. The Association shall submit (i) a copy of its COVID-19 preparedness plan to the City for review; and (ii) a certification that the Association has adopted a COVID-19 preparedness plan that meets the requirements of the United States government and the State of Minnesota.
- c. The Association shall implement and enforce its COVID-19 plan while using the Facilities in accordance this Agreement. The Association shall be solely responsible for all safety precautions at the Facilities during the time it is conducting its activities and shall at all times abide by all applicable state, federal and City rules, laws and ordinances, as well as the requirements of its COVID-19 preparedness plan.
- d. The Association shall monitor and update its COVID-19 Preparedness Plan should the requirements of the City or State of Minnesota be altered, updated, or otherwise changed.

The City reserves the right to immediately terminate this Agreement without notice if the Association does not abide by the requirements of this Paragraph.

IN WITNESS WHEREOF, the parties hereto agree the day and year first above written.

CITY OF GOLDEN VALLEY

ASSOCIATION

By: _____
Shepard M. Harris, Mayor

By: _____

By: _____
Timothy J. Cruikshank, City Manager

Name: _____

Title: _____



7800 Golden Valley Road
Golden Valley, MN 55427

**EMERGENCY ADMINISTRATIVE ACTION 20-54
APPROVING WAIVER OF FIELD MAINTENANCE FEES**

Pursuant to Mayoral Proclamation and Council Resolution effective March 17, 2020, the City of Golden Valley hereby waives all annual field maintenance fees for use of the City's athletic fields.

This waiver shall remain in effect until December 31, 2020, unless modified by subsequent City Manager or Council action.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Date: July 2, 2020

Timothy J. Cruikshank, City Manager



7800 Golden Valley Road
Golden Valley, MN 55427

**EMERGENCY ADMINISTRATIVE ACTION 20-55
UPDATING THE COVID-19 OPERATIONS
RECOVERY AND READINESS PLAN**

Pursuant to Mayoral Proclamation and Council Resolution effective March 17, 2020, the City of Golden Valley hereby adopts the updated COVID-19 Operations Recovery and Readiness Plan on file with the City Clerk effective July, 2, 2020.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Date: July 2, 2020

Timothy J. Cruikshank, City Manager



7800 Golden Valley Road
Golden Valley, MN 55427

**EMERGENCY ADMINISTRATIVE ACTION 20-56
WAIVING SOFT RECYCLABLE CONTRACTOR FEES**

Pursuant to Mayoral Proclamation and Council Resolution effective March 17, 2020, the City of Golden Valley hereby agrees that, beginning March 1, 2020, the City will waive all monthly per pound payments ("Contractor Fees") required under the Agreement for Collection of Soft Recyclables between Great Lakes Recycling, Inc. and the City and dated March 19, 2019. The waiver of said Contractor Fees shall remain in effect for the remainder of the initial contract term (May 31, 2022).

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Date: July 2, 2020

Timothy J. Cruikshank, City Manager