



Richfield City Council Agenda

August 12, 2025 -- 7:00 PM

Richfield Municipal Center
Council Chambers
6700 Portland Avenue South

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Approval of the Agenda**
- 4. Approval of Minutes**
 - a. **Approval of the Minutes of the (1) City Council Work Session from July 22, 2025, and (2) City Council Regular Meeting from July 22, 2025.**
- 5. Open Forum**

Participants can share their comments in person, by voicemail, or email, and may also request to participate virtually. For more information on submitting comments, refer to the Council Agenda and Minutes page on richfieldmn.gov/citycouncil
- 6. Proclamations and Presentations**
- 7. Consent Calendar**

Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.

 - a. **Approve Disbursements/Claims**
 - b. **Consider the approval of the first reading of an ordinance amending Section 601 of the Richfield City Code to include new language clarifying definitions and multi-family recycling requirements.**
 - c. **Consider the adoption of a resolution supporting a Livable Communities Demonstration Account grant application to the Metropolitan Council for a proposed small business center/coworking space at 6440 Nicollet Avenue South.**
 - d. **Consider approval of an agreement between the City of Richfield and Udris Burgess Architecture and Design, Inc., for professional services in the design and engineering for the Veterans Memorial Park improvements.**
- 8. Consideration of Items, if Any Removed From Consent Calendar**
- 9. Public Hearings**
- 10. Proposed Ordinances**
- 11. Resolutions**
 - a. **Summary of the City Manager's annual performance evaluation for the period of June 2024 to July 2025, held on July 8 and July 22, 2025, as required by Minn. Statutes 13D.05 Subd. 3(a), and consider a resolution amending the employment agreement between the City of Richfield and City Manager Katie Rodriguez.**
- 12. Other Business**
- 13. City Manager's Report**
- 14. Council Discussion**
 - a. **Review and Update the City Council Rules of Procedure and Decorum.**
 - b. **Hats off to Hometown Hits**
- 15. Closed Session**
- 16. Adjournment**

Auxiliary aids for individuals with disabilities are available upon request. Requests must be made at least 96 hours in advance to the City Clerk at 612-861-9739.

Includes Materials - Materials relating to these agenda items can be found in the Council Chambers Agenda Packet book located by

the entrance. The complete Council Agenda Packet is available electronically on the City of Richfield website.



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Regular Council Meeting

July 22, 2025

ITEM #1	CALL TO ORDER
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The meeting was called to order by Mayor Supple at 7:00 p.m. in the Council Chambers.

Council Present: Mary Supple, Mayor; Sharon Christensen; Walter Burk; Sean Hayford Oleary; and Rori A. Coleman-Woods.

Staff Present: Katie Rodriguez, City Manager; Mary Tietjen, City Attorney; Karl Huemiller, Recreation Director; Melissa Poehlman, Community Development Director; Kristin Asher, Public Works Director; and Michelle Friedrich, City Clerk.

Others Present: Timothy Garvey, Human Rights Commissioner; Chelsea Swenhuagen, MRPA Awards Committee Member.

ITEM #2	PLEDGE OF ALLEGIANCE
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Mayor Supple led the Pledge of Allegiance.

ITEM #3	APPROVAL OF AGENDA
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MOTION: made by Councilmember Hayford Oleary, seconded by Councilmember Christensen to approve Agenda as presented.

Motion carried: 5-0

ITEM #4	APPROVAL OF MINUTES
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MOTION: made by Councilmember Burk, seconded by Councilmember Hayford Oleary to approve the minutes of the: (1) City Council Work Session from June 24, 2025, and (2) City Council Regular Meeting from June 24, 2025, and the (3) City Council Special Meeting Closed Session from July 8, 2025.

Motion carried: 5-0

ITEM #5	OPEN FORUM
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Mayor Supple reviewed the participation options for residents at the Council meeting including in-person comments, comments by voicemail or email, and an option to request to participate virtually with advance notice. Mayor Supple noted more information on submitting comments can be reviewed at www.richfieldmn.gov/citycouncil.

No residents participated in the Open Forum public comment opportunity.

ITEM #6	PROCLAMATIONS AND PRESENTATIONS
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A. Proclamation celebrating Disability Pride Month

Mayor Supple presented the proclamation to Human Rights Commissioner Garvey. Commissioner Garvey thanked the Council for their continued support for the disabled community in the City.

B. Minnesota Recreation and Parks Association Award Presentation

Mayor Supple invited Chelsea Swenhuagen to present the award. Ms. Swenhuagen presented the award to the Richfield Parks and Recreation Association and shared the history of the MRPA.

ITEM #7	CONSENT CALENDAR
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City Manager Rodriguez presented the consent calendar.

A. Approve Disbursements/Claims

U.S. BANK	07/03/2025
A/P Checks: (Included in 07/18/2025 checks)	\$0.00
Payroll	<u>\$1,404,387.85*</u>
<i>*This amount includes health insurances premiums for July 2025.</i>	
TOTAL	\$1,404,387.85
U.S. BANK	07/18/2025
A/P Checks: (06/26/2025-07/18/2025)	\$2,656,146.15
Payroll:	<u>\$1,199,398.86</u>
TOTAL	\$3,855,545.01

- B. Consider adoption of a resolution designating polling place locations for Richfield Precinct 8 (Ward 3); and Edina Precincts 8, 9, 14, 15, and 16, for the Richfield School Board Election on November 4, 2025.

RESOLUTION NO. 12329

RESOLUTION UPDATING RICHFIELD PRECINCT 8 (WARD 3) AND EDINA PRECINCTS 8, 9, 14, 15, AND 16 POLLING PLACE LOCATIONS FOR THE RICHFIELD PUBLIC SCHOOL DISTRICT SCHOOL BOARD ELECTIONS FOR THE GENERAL ELECTION ON NOVEMBER 4, 2025

- C. Consider adoption of a resolution supporting and prioritizing 2026 capital budget requests to the Minnesota Office of Management and Budget.

**RESOLUTION NO. 12330
RESOLUTION OF SUPPORT FOR 2026 CAPITAL BUDGET REQUESTS AND
PROJECT PRIORITIZATION**

- D. Approve a work order in the amount of \$295,550 with Bolton & Menk, Inc. for engineering services for 2026 sidewalk projects.

MOTION: made Councilmember Coleman Woods, seconded by Councilmember Christensen to approve the consent calendar.

Motion carried: 5-0

ITEM #8	CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM CONSENT CALENDAR
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None.

ITEM #9	PUBLIC HEARINGS
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- A. Public hearing and consider the approval of a new On-Sale Wine and 3.2 Percent Malt Liquor licenses for SK Food, LLC dba K-ChiMac.

Councilmember Coleman-Woods presented the Staff Report and opened the public hearing.

MOTION: made by Councilmember Coleman Woods, seconded by Councilmember Hayford Oleary to close the public hearing.

Motion carried: 5-0

MOTION: made by Councilmember Coleman Woods, seconded by Councilmember Hayford Oleary to approve a new On-Sale Wine and 3.2 Percent Malt Liquor licenses for SK Food, LLC dba K-ChiMac.

Motion carried: 5-0

ITEM #10	PROPOSED ORDINANCES
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None.

ITEM #11	RESOLUTIONS
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None.

ITEM #12	OTHER BUSINESS
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A. Consideration of alternate appointment to fill vacancy on Human Rights Commission.

Councilmember Christensen presented the Staff Report. Councilmember Burk thanked Mr. Birschbach for joining the Commission.

MOTION: made by Councilmember Christensen, seconded by Councilmember Coleman Woods to approve the appointment of Tyler Birschbach as Human Rights Commissioner commencing on July 22, 2025, and expiring January 31, 2026.

Motion carried: 5-0

ITEM #13	CITY MANAGER'S REPORT
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City Manager Rodriguez shared information regarding feedback from the negative comments on the City's social media regarding pride. She noted that they have included an explanation of their social media policy in the Richfield Recap. Manager Rodriguez stated that they received feedback at the last meeting regarding the flavored tobacco ban. She stated that the City is currently not reviewing that ban.

ITEM #14	COUNCIL DISCUSSION
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A. Hats off to Hometown Hits

Councilmember Coleman-Woods express appreciation to the City staff and Councilmembers for their participation in the 4th of July celebration.

ITEM #15	CLOSED SESSION
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A. Closed Executive Session regarding the City Manager's annual performance evaluation.

Mayor Supple explained the process of the closed session.

MOTION: made by Councilmember Hayford Oleary, seconded by Councilmember Christensen to recess the regular meeting at 7:31 p.m. Council proceeded to the Babcock Conference Room for a closed session meeting for the purpose of conducting a performance evaluation with City Manager Katie Rodriguez, pursuant to Minnesota Statutes section 13D.05, subd. 3(a).

Motion carried: 5-0

Mayor Supple reconvened the regular meeting in Council Chambers at 8:43 pm, and stated, "The Council conducted a performance evaluation of City Manager Katie Rodriguez, pursuant to Minnesota Statutes section 13D.05, subd. 3(a). Mayor Supple stated, "As required by law, the Council will provide a summary of the performance evaluation at its next regular meeting on August 12, 2025".

ITEM #16	ADJOURNMENT
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MOTION: made by Councilmember Hayford Oleary, seconded by Councilmember Coleman-Woods to adjourn the meeting at 8:44 p.m.

Motion carried: 5-0

Date Approved: August 12, 2025

Mary Supple
Mayor

Michelle Friedrich
City Clerk

Katie Rodriguez
City Manager

DRAFT



CITY COUNCIL MEETING MINUTES
Richfield, Minnesota

City Council Work Session

July 22, 2025

ITEM #1	CALL TO ORDER
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Mayor Supple called the work session to order at 5:33 p.m. in the Bartholomew Room.

Council Present: Mary Supple, Mayor; Sharon Christensen; Walter Burk, Sean Hayford Oleary, Rori A. Coleman-Woods

Staff Present: Katie Rodriguez, City Manager; Karl Huemiller, Recreation Services Director; Kris Weiby, Facilities Manager; Joe Powers, City Engineer; Michelle Friedrich, City Clerk; Courtney DesCamps, Management Analyst; and Mark McKinley, Administrative Assistant.

Guests: Amber Blanchard, MnDOT Metro District Major Projects Manager; Ryan Wilson, MnDOT Metro District West Area Manager; Adam Barnett, Principal Sports Architect at JLG Architects; Zach Finstrom, Project Architect at JLG Architects; Nick Nowacki, Senior Aquatics Engineer at Reengineered, Inc.; and Will Forbord, CPE at Loeffler Construction & Consulting.

ITEM #2	ITEM DISCUSSION
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A. I-494 Phase 2 Discussion

City Engineer Powers provided a summary of the item and opened the discussion to MnDOT staff. Amber Blanchard provided a summary of the agenda and reviewed the follow-up action items from the last discussion. Council asked what the future holds for the 2nd Avenue pedestrian bridge if MnDOT does not take any action on the project. Ms. Blanchard stated that if the bridge becomes a safety concern, consideration of a deconstruction plan for replacement would be reviewed. Ms. Blanchard reviewed City and MnDOT projects that will be taking place during the I-494 project. Ms. Blanchard gave an update on the noise analysis and air quality studies. Ms. Blanchard reviewed the feedback MnDOT received from the community. An outline of the public engagement from project 1 and the phase 2 public engagement plans were reviewed.

Ryan Wilson revisited the implementation plan for the projects. He provided a summary of the regional framework and the next steps for this project. Council discussed wanting to increase safety in the area where West 76th Street and I-35W cross, noting they would like to see paving as well as increased safety fixes in that area. Mr. Wilson explained they are trying to make these changes over time in that area, and staff are aiming to continue to target these areas.

Engineer Powers noted action items include follow-up on 76th Street intersections, trail crossing at railroad bridge, air quality gas emissions, and phase 2 noise.

B. Pool Project Update

Director Huemiller provided a summary of the pool project. Adam Barnett summarized the goal of the project, presented the schedule of the project, and provided a breakdown of the budget.

Nick Nowacki discussed the pool base structure. He noted the structure of both pools is in very good condition and just needs some general maintenance. Mr. Nowacki listed the repairs that are needed. Council asked if concrete replacement is necessary at the big pool, or if resurfacing with plaster is in order. Recreation Services Director Huemiller stated refinishing the pool with new plaster is maintenance that will protect the existing concrete. Mr. Nowacki discussed the lifespan of the updates that are needed.

Will Forbord provided a summary of the bathhouse base scope and needed updates. Mr. Forbord listed bathhouse maintenance needed, some concession changes, and presented alternatives for the pool and bathhouse. Mr. Forbord displayed visuals of alternatives. Mr. Nowacki discussed future opportunities for the pool and provided a breakdown of the estimated cost for the total project.

Council discussed pool-related updates and maintenance and provided feedback on the presentation.

ITEM #3	ADJOURNMENT
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Mayor Supple adjourned the work session at 6:54 p.m.

Date Approved: August 12, 2025

Michelle Friedrich
City Clerk

Mary B. Supple
Mayor

Katie Rodriguez
City Manager



Report Prepared By:

Rachel Lindholm, Sustainability Coordinator
Zach McCarty, Solid Waste Specialist

Department Director:

Karl Huemiller, Recreation Director

Item for Consideration:

Consider the approval of the first reading of an ordinance amending Section 601 of the Richfield City Code to include new language clarifying definitions and multi-family recycling requirements.

EXECUTIVE SUMMARY

Current garbage code is based on language and definitions adopted in the 2021 residential organized collection contract. Since adoption of changes in 2022, additional language was determined to be necessary to clarify solid waste duties of non-residential properties and multifamily properties to ensure buildings are in compliance with Hennepin County Ordinance 13. Language requiring specific per-unit recycling volumes in multifamily properties was also deemed necessary to ensure compliance with Hennepin County Ordinance 13's 'adequate recycling' requirement for multifamily properties. Inclusion of this language ensures all Richfield residents are given the same access to the benefits of reducing dependency on garbage containers and will allow property owners increased access to assistance programs run by Hennepin County.

HISTORICAL CONTEXT

Over the past two years, staff and interns have worked to conduct a citywide inventory of multi-unit property solid waste services and determine the capacity levels present onsite. This study showed a few buildings had no recycling and many had what would be considered insufficient capacity (i.e. a 96 gallon cart for 10 units). When staff worked with property managers, they would usually provide the bare minimum they could to be in compliance with code, but no more than that. City staff have been unable to help provide more education and outreach around recycling because there is not enough capacity to recycle at these sites.

Hennepin County ordinance language includes phrasing around adequate capacity required for recycling, but City staff were unable to enforce county ordinance and City code did not contain the same language. These things combined present the opportunity to strengthen Richfield's multi-unit code requirements and communicate said requirements to haulers while helping residents obtain adequate service. Code enforcement staff have reviewed and approved of the proposed changes.

RECOMMENDED ACTION

By motion: 1) Approve the attached ordinance adopting the amendments to Section 601 of the City Code; and 2) Schedule a second reading and public

hearing for August 26, 2025.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Access to services is key for all residents, whether they are able to call their hauler and request service changes or not. Residents who live in apartments are not able to change recycling service levels if needed, and rely on the property manager to do so. This can and has resulted in the bare minimum (one recycling cart) being provided for numerous units in a complex, which is insufficient service. Additionally, many apartment buildings in Richfield are in census tracts that have been historically designated as environmental justice areas (identified by lower median income and higher percentages of BIPOC residents).

POLICIES (RESOLUTIONS, ORDINANCES, REGULATIONS, STATUTES, ETC.)

- Section 601 of the Richfield City Code pertains to Solid Waste Disposal, Collection, and Hauling.
- Hennepin County Ordinance 13 details multi-unit recycling requirements that cities need to abide by, and include in their own code to be able to enforce.

CRITICAL TIMING ISSUES

Staff have been working to complete these changes and start communicating with property managers as soon as possible.

FINANCIAL IMPACT

There could be a slight increase in the amount of staff time needed to enforce code, which will be done on a complaint basis. For building owners/managers, increased participation in recycling, including bulky item pick-ups, could result in downsizing trash dumpsters and saving money.

LEGAL CONSIDERATIONS

The City Attorney has reviewed the ordinance and approves of its contents.

ALTERNATIVE RECOMMENDATION(S)

The City Council may decide to not approve the first reading of the ordinance and direct staff how to proceed.

ATTACHMENTS

1. Ordinance_Amending_Solid_Waste_Code_Aug_2025

BILL NO. _____

**AN ORDINANCE AMENDING SECTION 601 OF THE
RICHFIELD CODE OF ORDINANCES PERTAINING TO
SOLID WASTE DISPOSAL, COLLECTION, AND HAULING**

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Sub-section 601.01 of the Richfield Code of Ordinances is hereby amended by adding the new subdivision 6 with the double-underlined language below and re-numbering other subdivisions as necessary such that the definitions are in alphabetical order:

Subd. 6. "Commercial building." Any building, or portion of a building, containing one or more commercial establishments that is subject to the requirements of the building and fire codes approved for an occupancy use other than residential occupancy.

Section 2. Sub-section 601.01 of the Richfield Code of Ordinances is hereby amended by adding the new subdivision 12 with the double-underlined language below and re-numbering other subdivisions as necessary such that the definitions are in alphabetical order:

Subd. 12. "Dwelling unit." One or more rooms physically arranged so as to create an independent housekeeping establishment for occupancy by one household with separate toilets and facilities for cooking and sleeping.

Section 3. Sub-section 601.01 of the Richfield Code of Ordinances is hereby amended by adding the new subdivision 20 with the double-underlined language below and re-numbering other subdivisions as necessary such that the definitions are in alphabetical order:

Subd. 20. "Multifamily residential building." Any residential building consisting of four or more dwelling units, for purposes of this Section 601.

Section 4. Subdivision 21 of sub-section 601.01 of the Richfield Code of Ordinances is hereby amended by adding the following double-underlined language and deleting the following ~~struckthrough~~ language below:

Subd. 21. "Non-residential dwelling unit" or "non-RDU". Properties other than RDUs consisting of multi-family residential buildings, residential dwellings in homeowners associations, and commercial, industrial, and institutional ~~establishments~~ buildings that contract directly for their own solid waste collection services, and properties owned by persons or occupants who have received City approval to opt-out of base level solid waste collection services. Home occupations

operating in a one-, two-, or three-unit building within the City are not commercial ~~establishments~~ buildings for the purposes of this definition and must comply with all duties of RDU occupants described in subsection 601.07. including utilizing the base level solid waste collection services from a solid waste hauler as contracted by the City.

Section 5. Sub-section 601.03 of the Richfield Code of Ordinances is hereby amended by deleting the following ~~struckthrough~~ language below:

601.03. City hauling license required for RDUS and non-RDUS.

No person shall engage in the business of solid waste collection services ~~for RDUs or non-RDUs~~ in the City unless all federal, state, county, or City requirements are met and all necessary approvals, permits, and licenses are secured.

Section 6. Sub-section 601.05 of the Richfield Code of Ordinances is hereby amended by deleting the following ~~struckthrough~~ language below:

601.05. Contract required for hauling solid waste from RDUS.

All solid waste collected, conveyed, and disposed of by haulers for RDUs shall be pursuant to a written contract with the City that shall specify the hauling districts, base level solid waste collection services, collection hours, additional collection services for residents, extended leave or "snowbird" policies, cart ownership, organics collection, overflow trash policies, and any other details required by the City for any and all solid waste collection services. No person or entity shall engage in the business of solid waste collection services for RDUs in the City unless it is pursuant to a contract with the City. ~~All previous private contracts between solid waste haulers and RDUs shall be considered null and void on October 4, 2021.~~

Section 7. Sub-section 601.07(4) of the Richfield Code of Ordinances is hereby amended by adding the following double-underlined language and deleting the following ~~struckthrough~~ language below:

601.07. Duties of all RDUs and non-RDUS generally.

It shall be the joint and several responsibility of every occupant of an RDU and non- RDU to perform the following duties:

. . .

(4) Set out yard waste in either a compostable bag or yard waste cart at curbside for collection by a hauler, self-hauled, or removed by a lawn or landscape business. If yard waste is self-hauled, it shall be taken in a sanitary manner to a

county- or City-approved site. If yard waste is kept ~~on the site of an RDU or non-RDU on-site~~, it is subject to the private composting requirements in this section.

...

Section 8. Sub-section 601.09(1) and (2) of the Richfield Code of Ordinances is hereby amended by adding the following double-underlined language and deleting the following ~~struckthrough~~ language below:

601.09. Specific duties of RDU occupants.

In addition to the duties described in subsection 601.07, it shall be the joint and several responsibility of every occupant of an RDU to perform the following duties:

(1) Utilize the base level solid waste collection services from a solid waste hauler as contracted by the City. No occupant of an RDU shall dispose of solid waste in a cart that is not on their property. If an occupant of an RDU wishes to self-haul, the occupant shall first obtain approval from the City using the process and form provided by the City to apply for permission to self-haul any solid waste. The form shall require proof to the City of the regular disposal of solid waste at a disposal facility or facilities approved by the City and the county. Occupants of RDUs approved for self-hauling are required to dispose of their solid waste as specified on their individual form as approved by the City and otherwise are required to comply with the duties of RDU occupants described in subsection 601.07.

(2) ~~Follow the City's and hauler's~~ City and hauler guidelines and instructions for storing, disposing of, and setting out all solid waste, including placement of trash and recyclables in appropriate carts for each type of solid waste with the lid fully closed. Carts must be placed for curbside collection adjacent to the street or alley, unless the RDU has been approved for walk-up service collection. Solid waste shall be set out at ground-level and not obstruct the roadway. All solid waste must be set out and collected such that no solid waste is left adjacent to the street or alley after collection.

...

Section 9. Sub-section 601.11 of the Richfield Code of Ordinances is hereby repealed in its entirety and replaced with the double-underlined language below:

601.11. Specific duties of multi-family residential buildings.

In addition to the duties described in sub-section 601.07 and sub-section 544.05 of the Richfield Zoning Code, it shall be the responsibility of each multi-family residential building and its owner or management to ensure:

(1) Solid waste from a multi-family residential building shall be collected no less than once each week and as often as once each business day if necessary to protect public health.

(2) In accordance with Minnesota Statutes, Section 115A.552 and Hennepin County Ordinance 13, available space for the collection of recyclable materials shall be sufficient to contain all recyclable materials generated from the building.

(3) Weekly service capacity for recyclable materials shall be a minimum of .09 cubic yards per residential dwelling unit, or one cubic yard per 11 dwelling units.

(4) In accordance with Hennepin County Ordinance 13, separate, labeled bins for the disposal of recyclable material, shall be located in close proximity to the collection point for garbage.

(5) In accordance with Hennepin County Ordinance 13, instructions related to the collection of solid waste within the building shall be distributed in print or electronic form annually to each tenant located at the premises. Instructions must detail location of collection points, accepted recyclable materials, and, if provided, accepted organic materials. In the case of a service change, the responsible party shall offer new instructions no later than 30 days after the change.

(6) Upon written request from the city, information related to sub-section 601.11(1) through (5) shall be provided to the city in written form or through a site inspection.

Section 10. Section 601 of the Richfield Code of Ordinances is hereby amended by adding the new sub-section 601.13 with the double-underlined language below and re-numbering other sub-sections as necessary:

601.13. Specific duties of non-RDUs other than multi-family residential buildings.

In addition to the duties described in sub-section 601.07, it shall be the joint and several responsibility of every occupant of a non-RDU other than multi-family residential buildings, as described in sub-section 601.11, to perform the following duties:

(1) Arrange for the collection of solid waste by a hauler pursuant to a private contract that provides for at least weekly collection of the same in an approved disposal facility that has been approved by the City and the county.

(2) Follow the City's guidelines and instructions for RDUs related to storing, disposing of, and setting out all solid waste, including placement of solid

waste in suitable and sufficient carts or receptacles with tight fitting covers and with the lid fully closed.

(3) Place carts or containers at curbside no more than 12 hours before, but no later than, the onset of the collection hours on collection day and remove the containers by the end of collection day.

(4) Follow the County's guidelines and instructions for commercial, industrial, and institutional buildings and establishments related to the collection of recyclable materials as outlined in Hennepin County Ordinance 13.

Section 11. Sub-section 601.19 of the Richfield Code of Ordinances is hereby amended by deleting the following ~~struckthrough~~ language below:

601.19. Collection vehicles used for hauling.

All haulers shall collect solid waste from ~~RDUs and non-RDUs~~ in appropriate vehicles approved by the City and shall be equipped to meet all federal, state, county, and City laws, statutes, regulations, ordinances, policies, and contracts concerning vehicles used on City streets and alleys and maintained to meet those standards.

Section 12. Subdivision 1 of sub-section 601.21 of the Richfield Code of Ordinances is hereby amended by adding the following double-underlined language and deleting the following ~~struckthrough~~ language below:

601.21. Hauling license application and renewal.

Subdivision 1. Except for solid waste hauling pursuant to sub-section 601.05, A-a City license is required for all haulers of solid waste operating in the City ~~for RDUs and non-RDUs.~~

...

Section 13. Sub-section 601.27 of the Richfield Code of Ordinances is hereby amended by adding the following double-underlined language and deleting the following ~~struckthrough~~ language below:

601.27. Hauler service and reporting requirements.

Subdivision 1. Every hauler shall provide recycling service to each ~~RDU or non-RDU~~ customer from whom solid waste is collected.

Subd. 2. Every hauler shall report to the City's ~~Sustainability~~ Solid Waste Specialist, within 30 days after the end of each calendar year, all weight receipts received from the county for solid waste collected from RDUs in the City. All

haulers shall report any tonnage information requested by City staff as part of the license renewal application.

Subd. 3. No hauler shall dispose of solid waste upon any lands in the City, except at an approved disposal site, such as a transfer station, county and City approved site, or waste processing facility. An approved disposal site in the City is a site for disposal of solid waste approved by the City, licensed by the county in accordance with Minnesota Statutes, section 473.811, subdivision 5a and operated and conducted in accordance with all federal, state, county, and city requirements. This Section shall not be construed as limiting the disposal of solid waste to sites only within the City or the county.

~~Subd. 4. Every hauler shall comply with all requirements of this Section.~~

Subd. ~~5~~4. Every hauler for RDUs shall comply with all federal, state, county, and City laws, statutes, regulations, ordinances, policies, and contracts.

Section 14. Sub-section 601.33 of the Richfield Code of Ordinances is hereby amended by deleting the following ~~struckthrough~~ language below:

601.33. Penalty.

Violation of any provision of this Section shall be a misdemeanor. Civil penalties may also be issued pursuant to ~~Section 12.15~~ of the City Charter and ~~Section 1.19~~ of this Richfield Code of Ordinances. Nothing in this Section shall be constructed to limit the City's other available legal remedies for any violation of the law, including without limitation, criminal, civil and injunctive actions.

Section 15. Sub-section 601.37 of the Richfield Code of Ordinances is hereby amended by adding the following double-underlined language and deleting the following ~~struckthrough~~ language below:

601.37. Delinquent RDU accounts.

Subdivision 1. Each RDU owner or its duly authorized property manager paying for collection of solid waste and for other collection services, must pay the total amount set forth in the bill on or before the due date listed on the bill. Failure to make payment by the due date listed on the bill will result in a late fee assessment of five percent (5%) per month of the total amount due and owing.

Subd. 2. Accounts shall be considered delinquent when any portion of the balance due exceeds thirty (30) days past the original due date.

Subd. 3. By August 1st of each year, haulers must submit all unpaid RDU balances greater than one hundred dollars (\$100.00) to the City, along with documentation of the hauler's hauler's efforts to collect. City staff will verify the

~~accuracy of the unpaid balance and send the unpaid balances list to the City Finance Department for processing.~~ If any RDU makes payment on a delinquent account after August 1 and before the City sends assessment letters in September, the hauler will notify the City of the amounts paid.

Subd. 4. ~~The Finance Department~~ City will prepare an assessment roll for the delinquent amounts and will schedule a public hearing with the City Council in October of each year for adoption of the assessment roll.

Subd. 5. If, prior to or following the public hearing, ~~any~~ hauler receives payment on any delinquent RDU account, the hauler will notify the City of the amounts paid.

Subd. 6. After the public hearing in October, the City will reimburse the haulers for their respective total of delinquent amounts to be assessed by the City. ~~After the public hearing, any payments received by the haulers on delinquent accounts must be submitted to the City.~~

Subd. 7. ~~The City Finance Department~~ will accept track payments on delinquent accounts up until November 15 of each year. Thereafter, the City will certify all remaining delinquent charges to Hennepin County for assessment and collection along with property taxes.

Subd. 8. The City reserves the right to change its assessment procedure described in this Section. The City will communicate any changes in its assessment procedure to the haulers in advance of the changes.

Section 16. This ordinance will be effective in accordance with Section 3.09 of the City Charter.

Adopted by the City of Richfield this ____ day of _____, 2025.

Mary Supple, Mayor

ATTEST:

Michelle Friedrich, City Clerk



Report Prepared By:

Jan Youngquist, Economic Development Manager

Department Director:

Melissa Poehlman, Community Development Director

Item for Consideration:

Consider the adoption of a resolution supporting a Livable Communities Demonstration Account grant application to the Metropolitan Council for a proposed small business center/coworking space at 6440 Nicollet Avenue South.

EXECUTIVE SUMMARY

Herspace, LLC (Developer) is proposing to acquire the property located at 6440 Nicollet Avenue South (Property) and rehabilitate the building into a small business center/coworking space as a franchise of The Coven. The Coven currently has five locations in Minnesota, including Minneapolis and St. Louis Park, and two locations in Wisconsin. The proposed project would provide affordable office space for entrepreneurs and include open coworking space, private offices, and meeting rooms. Trainings and other small business support would be provided in partnership with the Elevate Hennepin initiative as well as other small business support providers.

The Developer is seeking \$300,000 in financial assistance for site acquisition through a Livable Communities Demonstration Account (LCDA) grant from the Metropolitan Council. Metropolitan Council funding through the LCDA Program requires the City to be the applicant and administrator of the funds. A resolution of support is required with the application.

HISTORICAL CONTEXT

The Property has been the long-time home of Richfield Medical Group, which outgrew the space and is in the process of relocating to the Hub.

RECOMMENDED ACTION

By Motion: Approve a resolution authorizing submittal of an application to the Metropolitan Council for a Livable Communities Demonstration Account grant for site acquisition of the property at 6440 Nicollet Avenue South for a small business center/coworking space.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Equity: the business model of the proposed small business center/coworking space is centered around the inclusion of women, gender-expansive people, and people of color. The Developer indicates that for every five paid memberships, one scholarship for a free membership will be provided to a start-up who needs assistance. The scholarship would prioritize people of color, people from the LGBTQ community, those who are

differently abled, immigrants, and veterans.

Strategic Plan: the proposed small business center/coworking space will help advance the Strategic Priorities of Community Development and Equity and Inclusion by contributing to the desired outcomes of a vibrant downtown and reduced racial inequities and barriers for traditionally excluded groups, respectively.

POLICIES (RESOLUTIONS, ORDINANCES, REGULATIONS, STATUTES, ETC.)

- It is the City's policy to seek outside funding when possible to support a development that may further community goals.
- The Metropolitan Council requires that LCDA applications be submitted by cities, counties or development authorities. Developers may not apply directly to the LCDA Program.

CRITICAL TIMING ISSUES

The grant application is due on August 11, 2025. Metropolitan Council staff indicated that they would accept a resolution of support after the deadline.

FINANCIAL IMPACT

- The application would request \$300,000 in LCDA grant funds to be used toward site acquisition costs.
- The Developer is not requesting financial assistance from the City.
- The City would provide an in-kind contribution in the form of staff time to prepare a subgrantee agreement with the Developer, review invoices, and submit requests for payment to the Metropolitan Council.

LEGAL CONSIDERATIONS

If the grant is awarded, the City would sign a grant agreement with the Metropolitan Council agreeing to follow all program requirements, and in turn, the Developer would sign a subgrantee agreement with the City agreeing to follow those same requirements.

ALTERNATIVE RECOMMENDATION(S)

Decide not to authorize an application for an LCDA grant for the small business center/coworking space at the Property.

ATTACHMENTS

1. Resolution LCDA Application Small Business Center-Coworking Space
2. The COVEN Richfield Overview

RESOLUTION NO. _____

**RESOLUTION IDENTIFYING THE NEED FOR LIVABLE COMMUNITIES DEMONSTRATION
ACCOUNT FUNDING AND AUTHORIZING APPLICATION FOR GRANT FUNDS FOR
SMALL BUSINESS CENTER/CO-WORKING SPACE AT 6440 NICOLLET AVE SOUTH**

WHEREAS, the City of Richfield is a participant in the Livable Communities Act's Local Housing Incentives Account Program for 2025 as determined by the Metropolitan Council, and is therefore eligible to apply for Livable Communities Demonstration Account funds; and

WHEREAS, the City has identified a proposed project within the City that meets the Demonstration Account's purposes and criteria and is consistent with and promotes the purposes of the Metropolitan Livable Communities Act and the policies of the Metropolitan Council's adopted metropolitan development guide; and

WHEREAS, the City has the institutional, managerial and financial capability to ensure adequate project administration; and

WHEREAS, the City certifies that it will comply with all applicable laws and regulations as stated in the grant agreement; and

WHEREAS, the City agrees to act as legal sponsor for the project contained in the grant application submitted on August 11, 2025; and

WHEREAS, the City acknowledges Livable Communities Demonstration Account grants are intended to fund projects or project components that can serve as models, examples or prototypes for development or redevelopment projects elsewhere in the region, and therefore represents that the proposed project or key components of the proposed project can be replicated in other metropolitan-area communities; and

WHEREAS, only a limited amount of grant funding is available through the Metropolitan Council's Livable Communities Demonstration Account during each funding cycle and the Metropolitan Council has determined it is appropriate to allocate those scarce grant funds only to eligible projects that would not occur without the availability of Demonstration Account grant funding.

NOW THEREFORE BE IT RESOLVED that, after appropriate examination and due consideration, the governing body of the City:

1. Finds that it is in the best interests of the City's development goals and priorities for the proposed project to occur at this particular site and at this particular time.
2. Finds that the project components for which Livable Communities Demonstration Account funding is sought:
 - a. will not occur solely through private or other public investment within the reasonably foreseeable future; and
 - b. will occur within three years after a grant award only if Livable Communities Demonstration Account funding is made available for this project at this time.

3. Represents that the City has undertaken reasonable and good faith efforts to procure funding for the project components for which Livable Communities Demonstration Account funding is sought but was not able to find or secure from other sources funding that is necessary for project component completion.

Project Name	Amount Requested
Small Business Center/Coworking Space	\$300,000

4. Authorizes its City Manager or designee to submit on behalf of the City an application for Metropolitan Council Livable Communities Demonstration Account grant funds for the project component(s) identified in the application, and to execute such agreements as may be necessary to implement the project on behalf of the City.

Adopted by the City Council of the City of Richfield, Minnesota this 12th day of August, 2025.

Mary B. Supple, Mayor

ATTEST:

Michelle Friedrich, City Clerk



THE COVEN – RICHFIELD

THE SITE

- 6440 Nicollet Avenue
- .34 acres
- 5K square foot building
- Zoned General Commercial
- Located on High Frequency Bus Service, and priority bike and ped routes
- Good parking, nice landscaping
- Ground Signage



THE PROJECT

- Acquisition/Re-hab of existing building
- Creation of an open, co-work space and 14 private offices (average of 2 people per office)
- Conferencing and meeting space
- Trainings, convenings, and other small business support
- Networking and peer-to-peer learning, right in the neighborhood



BUSINESS CHARACTERISTICS

- The Coven – Richfield would be 9th Coven location
- A highly concierge'ed co-workspace that provides affordable office space to entrepreneurs and others who seek to work closer to home. Also serves as a “third place” alternative to home and office.
- Centers inclusion of women, gender expansive people, and people of color. Welcomes all members who align with those values.
- Provides training and technical assistance support, in partnership with Elevate Hennepin and many other small business support providers.
- Represents the future of work – an alternative model for small business engagement



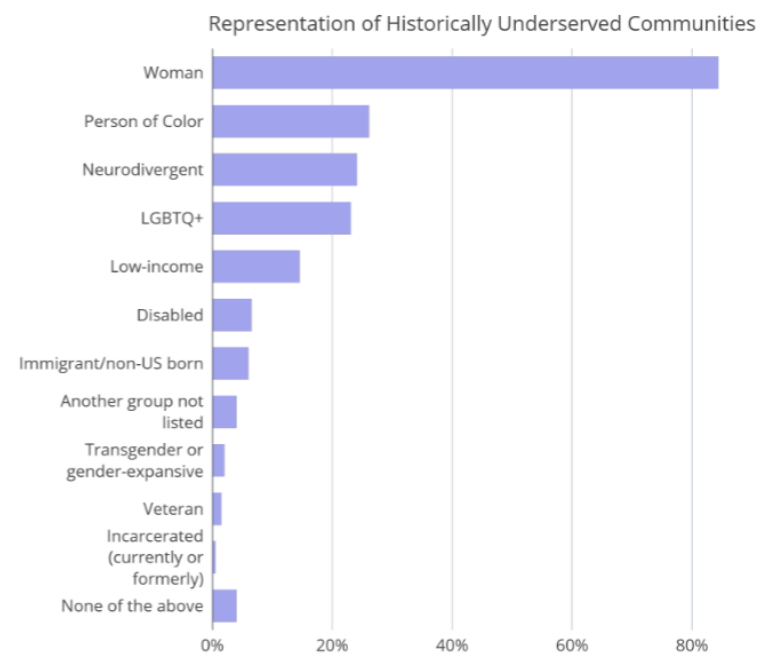
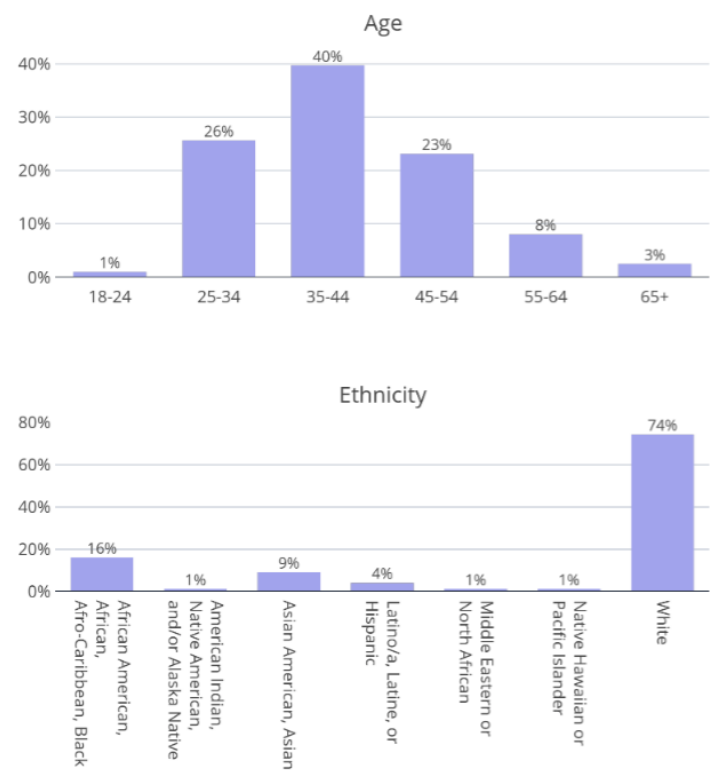
BUSINESS CHARACTERISTICS

- With equity at the core of the business Coven provides scholarships to members via a 5-for-1 model.
- Community funded memberships prioritize people of color, folks from the LGBTQ community, those who are differently abled, immigrants, and veterans.
- More than 600 free memberships to community members to date.



DEMOGRAPHICS OF MEMBERS

The Coven community represents a range of lived experiences across age and ethnicity. We cater to individuals from historically underserved communities.



THE LCDA GRANT

Proposing under “economic opportunity” portion of LCDA grant program:

- Provides a space to foster and grow entrepreneurs and small businesses.
- Houses 20 to 50 business owners and their workforce.
- Business model supports wealth-building by:
 - 1) Contributing to affordable workspace/office space for members
 - 2) Creating a safe, inclusive physical space where small business owners and employees can access free and specific training and technical assistance through the Coven and through Hennepin County;
 - 3) Investing in first-time, women developers who are looking to start their journey in commercial real estate.

Requesting \$300K for acquisition costs

THE REQUEST

Approve a resolution authorizing submission of the grant to Metropolitan Council
Livable Communities Demonstration Project

No additional financial request to the city



Report Prepared By:

Karl Huemiller, Recreation Director

Department Director:

Karl Huemiller, Recreation Director

Item for Consideration:

Consider approval of an agreement between the City of Richfield and Udris Burgess Architecture and Design, Inc., for professional services in the design and engineering for the Veterans Memorial Park improvements.

EXECUTIVE SUMMARY

An RFP was distributed for architectural and engineering services for the design and construction administration of the park improvements portion of the larger Veterans Memorial Park Local Option Sales Tax project. Five proposals were received. After reviewing the proposals and checking references, the highest scoring proposal was from Udris Burgess Architecture and Design, Inc., partnering with Damon Farber Landscape Architects. In addition to being the most affordable proposal, the firms have also completed some unique and well-received projects, demonstrating a wide breadth of experience.

HISTORICAL CONTEXT

Veterans Park

Veterans Park is one of the premier parks in Richfield, spanning 108 acres with a large shelter, band shell, mini-golf, veterans memorial, walking trails, and natural area. Most Veterans Park amenities were constructed in the 80s and 90s, with the band shell being built in the 2010s.

Local Option Sales Tax

During 2022 budget discussions, staff and City Council noted the need for additional long-term funding for future large-scale public parks projects. The use of a Local Option Sales Tax (LOST) was identified as a potential funding method.

The City of Richfield was granted the authority by the Minnesota Legislature in 2023 to bring a Local Option Sales Tax of 0.5% (one-half percent) lasting up to 20 years to Richfield voters for three projects. These projects are the Wood Lake Nature Center Building (\$11M), the Richfield Community Center (\$45M), and Veterans Park Improvements (\$9M).

In November 2024, voters approved a LOST to place a tax on certain product sales or services within the municipality. All goods or services that are otherwise exempt from taxation are exempt from LOST.

Park Improvements

- Resurface trails
- Add wildlife viewing platform
- Mini-golf building improvements (ADA improvements, replace roof and fascia, LED lighting upgrades)
- Pavilion improvements (replace roof, update grading and landscaping)
- Ice Arena roof replacement
- Ice Arena fascia insulation and replacement.
- Updated planting plan for Veterans Memorial and Band Shell

RECOMMENDED ACTION

By Motion: Authorize the Mayor and City Manager to finalize and execute an hourly contract not to exceed \$178,900 between the City of Richfield and Udris Burgess Architecture and Design, Inc., to perform professional services in the design, engineering and construction administration for improvements at Veterans Memorial Park and authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Equity: This project improves a facility that is a low-cost option for residents during the summer. The pool is an important amenity for families to stay cool in the summer and is a place where residents of all income levels can develop community.

Strategic Plan: This project best aligns with the strategic plan priority of Sustainable Infrastructure addressing all sub-initiatives of asset management, comprehensive funding, and sustainability efforts.

POLICIES (RESOLUTIONS, ORDINANCES, REGULATIONS, STATUTES, ETC.)

None

CRITICAL TIMING ISSUES

Design needs to begin this fall for construction in Spring/Summer 2026.

FINANCIAL IMPACT

\$9 million was approved for Veterans Memorial Park improvements.

- \$4.25 million for pool improvements
- \$2.77 million for ice arena improvements
- \$1.98 million for park improvements

These amounts are total project budgets inclusive of architect fees, construction management, and construction costs.

LEGAL CONSIDERATIONS

None

ALTERNATIVE RECOMMENDATION(S)

None

ATTACHMENTS

1. Veterans Memorial Park Improvements Draft Contract with U+B



AIA[®] Document B132[™] – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made as of the Seventh day of July in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

City of Richfield
Recreation Services Department
7000 Nicollet Avenue
Richfield, MN 55423

and the Architect:
(Name, legal status, address, and other information)

Udris Burgess Architecture and Design, Inc. d/b/a U+B Architecture and Design, Inc.
112 North First Street
Minneapolis, MN 55401

for the following Project:
(Name, location, and detailed description)

Veterans Park
6335 Portland Ave
Richfield, MN 55423

The Construction Manager:
(Name, legal status, address, and other information)

Loeffler Construction Consulting LLC d/b/a Loeffler Construction & Consulting
9202 202nd St. W., Suite 100
Lakeville, MN 55044

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132[™]–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232[™]–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132[™]–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232[™]–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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(1231711087)

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable," or "unknown at time of execution".)

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The architectural and engineering team will meet with the City's project team and Construction Manager to determine the project vision and goals. The architectural and engineering team will validate the program, considering any testing needed to verify the state of the current facilities, property lines, right of ways, and code requirements. The architectural and engineering team will work with the Construction Manager to ensure the program aligns with the available budget. The architectural and engineering team will then work with the City's project team to establish a preferred planning diagram incorporating feedback from the City Council and residents

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Richfield's Veterans Park is an approximately 108 acre facility located at 6335 Portland Ave, Richfield, MN 55423. The park includes 2 miles of paved trails, a large pavilion with a capacity of 240, a mini-golf facility, a bandshell, ice arena, pool and Veterans memorial. The project may include reconfiguration and replacement of paved trails, a new wildlife viewing platform, minigolf building improvements including ADA upgrades to the bathrooms, park pavilion improvements, ice arena roof and soffit improvements, and a landscaping plan for the bandshell and veterans memorial.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

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(Provide total and, if known, a line item breakdown.)

Total budget of \$2,640,000 inclusive of architectural and engineering fees, construction manager fees, soft costs and construction costs.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Design completed to accommodate construction

.2 Construction commencement date:

Ice Arena Roof – October 2025

Park improvements – Spring 2026

.3 Substantial Completion date or dates:

Fall 2027

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement method for the Project:

(Identify method such as competitive bid or negotiated contract.)

TBD

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:

(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

TBD

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

TBD

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E235-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address, and other contact information.)

Karl Huemiller, Recreation Services Director
City of Richfield
Recreation Services Department
7000 Nicollet Avenue
Richfield, MN 55423
Phone: (612) 861-9387
Email: khuemiller@richfieldmn.gov

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§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.10 The Owner shall retain the following consultants and Contractors:
(List name, legal status, address, and other contact information.)

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)

.2 Land Surveyor:

TBD

.3 Geotechnical Engineer:

TBD

.4 Civil Engineer:

TBD

.5 Other consultants and Contractors:

(List any other consultants and Contractors retained by the Owner.)

N/A

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Edith Sebesta, AIA, LEED AP
U+B Architecture and Design, inc.
112 North 1st Street
Minneapolis, MN 55401
612-870-2538

edie.sebesta@uplusb.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

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§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Bunkers and Associates
Eric Bunkers, P.E.

.2 Mechanical Engineer:

Emanuelson Podas
Scott VanderHeiden, PE, LEED AP BD+C

.3 Electrical Engineer:

Emanuelson Podas
Kelly Artz, PE, RCDD, LEED AP BC+D, WELL AP

.4 Civil Engineer:

Rehder and Associates
Nick Adam, PE

5. Landscape Architect:

Damon Farber
Chuck Evans, PLA

6. Building Envelope Specialist

INSPEC
Kaliann Behens

§ 1.1.12.2 Consultants retained under Supplemental Services:

§ 1.1.13 Other Initial Information on which the Agreement is based:

See U+B Architecture and Design Inc. proposal dated June 2, 2025.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

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§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by reputable, skilled architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by the Architect's breach of this standard of care. The Architect shall put forth reasonable efforts to complete its duties in a timely manner. The Architect shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Contract. The Architect shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser, as modified and executed. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's unbiased professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain the following insurance, including the minimum coverages and limits of liability specified below, or as specified in the applicable insurance certificate(s), or as required by law, whichever is greater, for the relevant claims period for this Project. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2,000,000) for each occurrence and Four Million Dollars (\$ 4,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage (shall include coverage for all hired and non-owned vehicles).

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage

than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than statutory requirements.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6. Such proof of insurance shall confirm that the insurer has agreed that it will not cancel the insurance without giving the Owner thirty (30) days advance written notice of its intent to cancel. The Architect shall likewise demand from its consultants proof of insurance meeting the foregoing requirements as a condition precedent to their engagement to perform services on the Project. The Architect shall not commence work under this Contract until the Architect has obtained all insurance required herein and such insurance has been approved by the Owner, nor shall the Architect allow any subcontractor to commence work on a subcontract until such subcontractor has obtained like insurance. All this insurance coverage shall be maintained throughout the life of this Contract.

§ 2.6.9 The Architect's policies shall be primary insurance to any other valid and collectible insurance available to the Owner with respect to any claim arising out of The Architect's performance under this Contract. The Architect is responsible for payment of Contract related insurance premiums and deductibles. The Architect's policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance. All policies listed above, except professional liability, shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable) and General Liability shall apply on a "per project" basis. The Architect shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota.

§ 2.6.10 If the Architect fails to provide the specified insurance, then the Architect will defend, indemnify and hold harmless the Owner and the Owner's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to the Owner (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of the Architect, its subcontractors, agents, employees or delegates. The Architect agrees that this indemnity shall be construed and applied in favor of indemnification. The Architect also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run. If a claim arises within the scope of the stated indemnity, the Owner may require the Architect to: (a) Furnish and pay for a surety bond, satisfactory to the Owner, guaranteeing performance of the indemnity obligation; or (b) Furnish a written acceptance of tender of defense and indemnity from the Architect's insurance company. The Architect will take the action required by the Owner within fifteen (15) days of receiving notice from the Owner.

§ 2.6.11 Notwithstanding the foregoing, the Owner reserves the right to immediately terminate this Contract if the Architect is not in compliance with the insurance requirements contained herein and retains all rights to pursue any legal remedies against the Architect.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants provided, however, that Architect must verify the accuracy of information obtained regarding private utility facility location. Owner makes no warranty as to their accuracy. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency, in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. This schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's or Construction Manager's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 The Architect shall provide all site evaluation, planning, conformed construction documents, as-designed record drawings and 11-month warranty walkthrough.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall follow laws, codes, and regulations applicable to the Architect's standard of care expressed in 2.2.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner in writing of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner and Construction Manager regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Construction Manager's review and Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate such revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and the Construction Manager will prepare the estimate in collaboration with the Architect and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 The Construction Manager in collaboration with the Architect will provide an estimate at the conclusion of the Design Development Phase, and will verify the project scope against the budget. The Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare

Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); (4) a project manual that includes the Conditions of the Contracts for Construction and Specifications, and may include bidding requirements and sample forms; and (5) the scopes of Work for each bid package to ensure completeness of Work and avoiding of overlap.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and an estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining competitive bids or proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing Contracts for Construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 preparing and facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and
- .4 organizing and conducting the opening of bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective Contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective Contractors;

- .3 preparing responses to questions from prospective Contractors and providing clarifications and interpretations of the Proposal Documents to the prospective Contractors in the form of addenda; and
- .4 participating in negotiations with prospective Contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, consult with the Construction Manager, and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified and executed. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractors' failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for acts or omissions of the Construction Manager, or acts or omissions of the Contractors or of any other persons or entities performing portions of the Work. Nothing in this section is intended, or shall be construed, to negate the Architect's duties to the Owner under Sections 2.2 or 3.6.2.1.

§ 3.6.1.3 Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner and Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and the Construction Manager (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractors, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractors through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by the Owner and Contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractors designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232–2019, the Architect, with the assistance of the Construction Manager, shall render initial decisions on Claims by the Contractors as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 Not more frequently than monthly, the Architect shall review and certify an application for payment. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- .1** Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2** Where there is more than one Contractor responsible for performing different portions of the Project, the Architect shall review the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed, and certified. The Architect shall certify the total amount due all Contractors collectively and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment, or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and Samples, that the Construction Manager has reviewed, recommended for approval, and transmitted to the Architect. The Architect's review of the submittals shall only be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the

Contractors' responsibilities. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractors to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractors' design professionals, provided the submittals bear such professionals' seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall:

- .1 conduct inspections to determine the date of Substantial Completion and the date of final completion;
- .2 issue a Certificate of Substantial Completion prepared by the Construction Manager;
- .3 review written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and
- .4 after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the lists submitted by the Construction Manager and Contractors of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid each of the Contractors, including the amount to be retained from the Contract Sum for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractors, through the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractors under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and Construction Manager to review the facility operations and performance.

§ 3.6.6.6 To the extent not addressed in the foregoing, the following shall be included as Basic Services by the Architect. To the extent these address the same item described in the foregoing provisions, the duties will be read in combination. If they cannot be read consistently, the more specific provision will prevail. If an ambiguity or inconsistency remains, the following provisions shall prevail.

- .1 Develop and finalize design of the concept depicted in the referenced studies and prepare construction drawings and specifications.
- .2 Sub-contract with and coordinate other applicable professional services providers to provide comprehensive design and construction documents for all necessary disciplines.
- .3 Interact with Owner, Owner's representatives and Construction Manager during the course of the design process and obtain feedback on design from same.
- .4 Interact with Construction Manager for constructability input and value engineering advice.
- .5 Prepare and periodically update a milestone schedule for the design and construction document work – for all disciplines.
- .6 Assist Construction Manager with assembly of bid packages.
- .7 Provide necessary documents to Owner for public meetings to illustrate the building site plans and other aspects of the Project, excluding 3D renderings which can be provided as an additional service.
- .8 Provide necessary documents in the quantities required (both electronic and paper format) for design reviews, Construction Manager reviews, bid packages, permitting, construction, and final record set.
- .9 Review applicable shop drawings and submittals during the construction phase.
- .10 Visit job site during construction phase for inspections.
- .11 Provide written status reports to Owner's Representative.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The Architect shall provide the listed services below as Basic Services:

Supplemental Services	Responsibility (Architect, Owner or Not Provided)
§ 4.1.1.1 Assistance with selection of Construction Manager	Not Provided (NP)
§ 4.1.1.2 Programming	Architect
§ 4.1.1.3 Multiple preliminary designs	Architect
§ 4.1.1.4 Measured drawings	Architect
§ 4.1.1.5 Existing facilities surveys	Owner

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§ 4.1.1.6	Site evaluation and planning	Architect and Landscape Architect
§ 4.1.1.7	Building Information Model management responsibilities	Architect (AutoCAD only)
§ 4.1.1.8	Development of Building Information Models for post construction use	Architect (AutoCAD only)
§ 4.1.1.9	Civil engineering	Civil Engineer
§ 4.1.1.10	Landscape design	Landscape Architect
§ 4.1.1.11	Architectural interior design	Architect
§ 4.1.1.12	Value analysis	Construction Manager
§ 4.1.1.13	Cost estimating	Construction Manager
§ 4.1.1.14	On-site project representation	Architect, Construction Manager
§ 4.1.1.15	Conformed documents for construction	Architect
§ 4.1.1.16	As-designed record drawings	Architect
§ 4.1.1.17	As-constructed record drawings	Architect
§ 4.1.1.18	Post-occupancy evaluation	NP
§ 4.1.1.19	Facility support services	NP
§ 4.1.1.20	Tenant-related services	NP
§ 4.1.1.21	Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.22	Telecommunications/data design	NP
§ 4.1.1.23	Security evaluation and planning	NP
§ 4.1.1.24	Commissioning	Owner
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	NP
§ 4.1.1.26	Historic preservation	NP
§ 4.1.1.27	Furniture, furnishings, and equipment design	Architect
§ 4.1.1.28	Other services provided by specialty Consultants	Architect (Building Envelope Specialist)
§ 4.1.1.29	Other Supplemental Services	TBD

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

See Proposal Dated June 2, 2025

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

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The Architect may provide Additional Services after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, more than four (4) public presentations, meetings or hearings. The Architect's attendance at four (4) public presentations, meetings, or hearings shall be included in the Architect's Basic Services;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner in writing with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Contractor's submittal out of sequence from the Project submittal schedule approved by the Architect;
- .2 Responding to the Contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractors from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractors' proposals and supporting data, or the preparation or revision of Instruments of Service, except that the Architect's Basic Services shall include preparing Change Orders or Constructive Change Directives when the need therefore arises from the Architect's error or omission;
- .4 Evaluating more than five (5) Claims as the Initial Decision Maker; or

- .5 Evaluating substitutions proposed by the Owner and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractors
- .2 Weekly visits to the site by the Architect during construction
- .3 Four (4) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Four (4) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Owner shall provide the Architect with a copy of the scope of services in the agreement executed between the Owner and the Construction Manager, and any subsequent modifications to the Construction Manager's scope of services in the agreement.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractors to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf only with respect to specific matters delegated to the representative in writing by the Owner's Council. In no event shall the Owner's representative have authority to agree to any adjustments in the Contract Sum or Contract Time. All adjustments to the Contract Sum or Contract Time require approval by the Owner's Council unless the Council expressly delegates in writing to the representative, defined authority to approve specified sums or times. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. Owner shall provide utility location information in its possession but makes no representation as to the accuracy of private utility location information and the Architect shall be responsible to confirm the accuracy of utility locations.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall provide the Architect a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractors to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. No cost will be paid to the Architect for the Construction Manager's services and reimbursables. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect, in collaboration with the Construction Manager, will confirm the estimate prepared as the Architect progresses with its Basic Services.

§ 6.3.1 The Architect and the Construction Manager shall work together to reconcile the cost estimate to the budget..

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. Work shall be incorporated in the Architect's fee to the extent that the estimate exceeds the Owner's budget due to Architect's failure to incorporate the specific cost-savings measures directed by the Owner and Construction Manager. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as part of the Architect fee, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractors, Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and Separate Contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. The Owner's non-exclusive license to use the Instruments of Service shall be governed by Section 9.8.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

§ 7.6 If the Architect's design, device, material or process is covered by letters, patent or copyright, trademark or trade name, the Architect shall provide proof to Owner that such use is authorized by suitable legal agreement with the patent or trademark holder or owner. If no such agreement is made, the Architect shall indemnify and hold harmless the Owner from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify the Owner for any costs, liability, expenses and attorney's fees that result from any such infringement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2019, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent, intentional, or otherwise wrongful acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement. All indemnification obligations shall survive termination, expiration or cancellation of this Contract. The Architect agrees, that in order to protect itself and the Owner under the indemnity provisions set forth above, it will at

all times during the term of this contract keep in force policies of insurances required in the Paragraph entitled, "Insurance." Nothing in this Contract shall be construed to waive any immunities or limitations to which Owner is entitled under Minnesota Statutes, Chapter 466 or otherwise.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be resolved through litigation in the state or federal courts located in Hennepin County, Minnesota. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation. Mediation is not a condition precedent to commencing litigation, but if litigation is commenced, the parties agree to mediate before any dispositive motions or trial.

§ 8.2.2 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction, in Hennepin County, Minnesota
- ☐ Other: *(Specify)*

(Paragraphs deleted)

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 Except for amounts that are the subject of a good faith dispute under the Prompt Payment of Local Government Bills, Minnesota Statutes, Section 471.425 ("Prompt Payment Act"), if the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination after seven (7) days written notice by Architect or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums which are not the subject of a good faith dispute under the Prompt Payment Act prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or if the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and reasonable, substantiated costs attributable to termination.

§ 9.7

(Paragraphs deleted)

Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.8 In the event of Termination, and upon payment to the Architect of all sums that are not the subject of a good faith dispute, the Owner and its designated agents and consultants, shall have a non-exclusive license to use the Architect's, and its consultant's, Instruments of Service, documents, data, and records relating to the Project, in the condition they were in on the date of Termination, for the limited purpose of completing, maintaining, and operating the Project. The Architect's contracts with its consultants shall incorporate provisions whereby its consultants agree to be bound by the terms of this section. Upon request, the Architect and its consultants shall promptly furnish the Owner with legible copies of their Instruments of Service, documents, data, and records relating to the Project, and the Owner shall reimburse the Architect and its consultants for their reasonable copying and clerical expenses therefor.

(Paragraph deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Architect and Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, and including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 All data applicable to this Agreement, including data regarded as trade secret by Architect, shall be governed by the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes, Chapter 13.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, including but not limited to the MGDPA, or when required by an arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)
- .2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- .3 Other
(Describe the method of compensation)

Architect to be compensated at standard hourly rates up to a maximum amount of \$178,900

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent (5 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	percent (	%)
Design Development Phase	percent (	%)
Construction Documents Phase	percent (	%)
Procurement Phase	percent (	%)
Construction Phase	percent (	%)
Total Basic Compensation	one hundred percent (	100 %)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See U+B Architecture and Design Inc. proposal dated June 2, 2025.

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses not including jobsite field office trailer;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the Architect shall be reimbursed for actual expenses incurred without any mark-up.

§ 11.9 Architect's Insurance

If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty-five (35) days after the invoice date in accordance with the Prompt Payment Act shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

4.00 % per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect. The Owner's right, if any, to offset sums due the Architect shall be governed by applicable law, including, but not limited to the Prompt Payment Act.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times. The Architect shall keep and maintain accurate documentation of all claimed reimbursable expenses in such a form that they may be independently audited.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Record Keeping—Availability and Retention

Pursuant to Minnesota Statutes, Section 16C.05, subd. 5, Architect agrees that the books, records, documents and accounting procedures and practices of Architect, that are relevant to the Contract or transaction, are subject to examination by the Owner and the state auditor for a minimum of six (6) years. Architect shall maintain such records for a minimum of six (6) years after final payment.

§ 12.2 Data Practices

Pursuant to Minnesota Statutes, Section 13.05, subd. 11, all of the data created, collected, received, stored, used, maintained, or disseminated by Architect in performing this contract is subject to the requirements of the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes, Chapter 13, and Architect must comply with those requirements as if it were a government entity. The remedies in Minnesota Statutes, Section 13.08 apply to Architect. Architect does not have a duty to provide access to public data to the public if the public data are available from the Owner, except as required by the terms of this contract.

§ 12.3 Non-Discrimination

Pursuant to Minnesota Statutes, Section 181.59, the Architect will take affirmative action to ensure that applicants are selected, and that employees are treated during employment, without regard to their race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability or age. The Architect agrees to be bound by the provisions of Minnesota Statutes, Section 181.59, that prohibits certain discriminatory practices and the terms of said section are incorporated into this contract.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B132™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition, as modified
- .2 Building Information Modeling Exhibit, if completed:
- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)
 - ☐ AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)
 - ☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)
- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

Mary Supple Mayor
(Printed name and title)

OWNER (Signature)

Michelle Friedrich City Clerk
(Printed name and title)

ARCHITECT (Signature)

Edith Sebesta, AIA Principal 54771
(Printed name, title, and license number, if applicable)

Additions and Deletions Report for

AIA® Document B132™ – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:52:00 on 07/22/2025.

PAGE 1

AGREEMENT made as of the Seventh day of July in the year 2025

...

City of Richfield
Recreation Services Department
7000 Nicollet Avenue
Richfield, MN 55423

...

Udris Burgess Architecture and Design, Inc. d/b/a U+B Architecture and Design, Inc.
112 North First Street
Minneapolis, MN 55401

...

Veterans Park
6335 Portland Ave
Richfield, MN 55423

...

Loeffler Construction Consulting LLC d/b/a Loeffler Construction & Consulting
9202 202nd St. W., Suite 100
Lakeville, MN 55044

PAGE 2

The architectural and engineering team will meet with the City's project team and Construction Manager to determine the project vision and goals. The architectural and engineering team will validate the program, considering any testing needed to verify the state of the current facilities, property lines, right of ways, and code requirements. The architectural and engineering team will work with the Construction Manager to ensure the program aligns with the available budget. The architectural and engineering team will then work with the City's project team to establish a preferred planning diagram incorporating feedback from the City Council and residents

...

Richfield's Veterans Park is an approximately 108 acre facility located at 6335 Portland Ave, Richfield, MN 55423. The park includes 2 miles of paved trails, a large pavilion with a capacity of 240, a mini-golf facility, a bandshell, ice arena, pool and Veterans memorial. The project may include reconfiguration and replacement of paved trails, a new wildlife viewing platform, minigolf building improvements including ADA upgrades to the bathrooms, park pavilion

improvements, ice arena roof and soffit improvements, and a landscaping plan for the bandshell and veterans memorial.

PAGE 3

Total budget of \$2,640,000 inclusive of architectural and engineering fees, construction manager fees, soft costs and construction costs.

...

Design completed to accommodate construction

...

Ice Arena Roof – October 2025
Park improvements – Spring 2026

...

Fall 2027

...

TBD

...

TBD

...

TBD

...

Karl Huemiller, Recreation Services Director
City of Richfield
Recreation Services Department
7000 Nicollet Avenue
Richfield, MN 55423
Phone: (612) 861-9387
Email: khuemiller@richfieldmn.gov

PAGE 4

N/A

...

TBD

...

TBD

...

TBD

...

N/A

...

Edith Sebesta, AIA, LEED AP
U+B Architecture and Design, inc.
112 North 1st Street
Minneapolis, MN 55401
612-870-2538

...

edic.sebesta@uplusb.com
PAGE 5

Bunkers and Associates
Eric Bunkers, P.E.

...

Emanuelson Podas
Scott VanderHeiden, PE, LEED AP BD+C

...

.3 Electrical Engineer:

Emanuelson Podas
Kelly Artz, PE, RCDD, LEED AP BC+D, WELL AP

.4 Civil Engineer:

Rehder and Associates
Nick Adam, PE

5. Landscape Architect:

Damon Farber
Chuck Evans, PLA

6. Building Envelope Specialist

INSPEC
Kaliann Behens

...

See U+B Architecture and Design Inc. proposal dated June 2, 2025.
PAGE 6

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by reputable, skilled architects practicing in the same or similar locality under the same or similar circumstances. The

Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by the Architect's breach of this standard of care. The Architect shall put forth reasonable efforts to complete its duties in a timely manner. The Architect shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Contract. The Architect shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as ~~Adviser-Adviser~~, as modified and executed. The Architect shall not be responsible for actions taken by the Construction Manager.

...

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's unbiased professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain the following insurance ~~until termination of this Agreement~~, including the minimum coverages and limits of liability specified below, or as specified in the applicable insurance certificate(s), or as required by law, whichever is greater, for the relevant claims period for this Project. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2,000,000) for each occurrence and Four Million Dollars (\$ 4,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles ~~owned, and~~ non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile ~~coverage~~ coverage (shall include coverage for all hired and non-owned vehicles).

PAGE 7

§ 2.6.5 Employers' Liability with policy limits not less than ~~(\$) each accident, (\$) each employee, and (\$)~~ policy limit statutory requirements.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary ~~and excess or umbrella~~ policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6. Such proof of insurance shall confirm that the insurer has agreed that it will not cancel the insurance without giving the Owner thirty (30) days advance written notice of its intent to cancel. The Architect shall likewise demand from its consultants proof of insurance meeting the foregoing requirements as a condition precedent to their engagement to perform services on the Project. The Architect shall not commence work under this Contract until the Architect has obtained all insurance required herein and such insurance has been approved by the Owner, nor shall the Architect allow any subcontractor to commence work on a subcontract until such subcontractor has obtained like insurance. All this insurance coverage shall be maintained throughout the life of this Contract.

§ 2.6.9 The Architect's policies shall be primary insurance to any other valid and collectible insurance available to the Owner with respect to any claim arising out of The Architect's performance under this Contract. The Architect is responsible for payment of Contract related insurance premiums and deductibles. The Architect's policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance. All policies listed above, except professional liability, shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable) and General Liability shall apply on a "per project" basis. The Architect shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota.

§ 2.6.10 If the Architect fails to provide the specified insurance, then the Architect will defend, indemnify and hold harmless the Owner and the Owner's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to the Owner (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of the Architect, its subcontractors, agents, employees or delegates. The Architect agrees that this indemnity shall be construed and applied in favor of indemnification. The Architect also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run. If a claim arises within the scope of the stated indemnity, the Owner may require the Architect to: (a) Furnish and pay for a surety bond, satisfactory to the Owner, guaranteeing performance of the indemnity obligation; or (b) Furnish a written acceptance of tender of defense and indemnity from the Architect's insurance company. The Architect will take the action required by the Owner within fifteen (15) days of receiving notice from the Owner.

§ 2.6.11 Notwithstanding the foregoing, the Owner reserves the right to immediately terminate this Contract if the Architect is not in compliance with the insurance requirements contained herein and retains all rights to pursue any legal remedies against the Architect.

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§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect must verify the accuracy of information obtained regarding private utility facility location. Owner makes no warranty as to their accuracy. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency, in such services or information.

...

§ 3.1.8 The Architect shall provide all site evaluation, planning, conformed construction documents, as-designed record drawings and 11-month warranty walkthrough.

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review follow laws, codes, and regulations applicable to the Architect's services. standard of care expressed in 2.2.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner in writing of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development

Documents shall be based upon information provided, and ~~estimates prepared by, the Construction Manager~~ the Construction Manager will prepare the estimate in collaboration with the Architect and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

...

§ 3.3.3 ~~Upon receipt of the Construction Manager's information and~~ The Construction Manager in collaboration with the Architect will provide an estimate at the conclusion of the Design Development Phase, the and will verify the project scope against the budget. The Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

PAGE 10

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); ~~and~~ (4) a project manual that includes the Conditions of the Contracts for Construction and Specifications, and may include bidding requirements and sample ~~forms~~ forms; and (5) the scopes of Work for each bid package to ensure completeness of Work and avoiding of overlap.

...

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining ~~either~~ competitive bids or ~~negotiated~~ proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing Contracts for Construction.

...

.1 preparing and facilitating the distribution of Bidding Documents to prospective bidders;

PAGE 11

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser ~~Edition~~ Edition, as modified and executed. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractors' failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for acts or omissions of the Construction Manager, or acts or omissions of the Contractors or of any other persons or entities performing portions of the Work. Nothing in this section is intended, or shall be construed, to negate the Architect's duties to the Owner under Sections 2.2 or 3.6.2.1.

...

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner and Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and the Construction Manager (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

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§ 3.6.2.5 Unless the Owner and Contractors designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232–2019, the Architect, with the assistance of the Construction Manager, shall render initial decisions on Claims ~~between the Owner and by the~~ Contractors as provided in the Contract Documents.

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§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid each of the Contractors, including the amount to be retained from the Contract Sum, if any, Sum for final completion or correction of the Work.

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§ 3.6.6.5 ~~Upon request of the Owner, and prior~~ Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and Construction Manager to review the facility operations and performance.

§ 3.6.6.6 To the extent not addressed in the foregoing, the following shall be included as Basic Services by the Architect. To the extent these address the same item described in the foregoing provisions, the duties will be read in combination. If they cannot be read consistently, the more specific provision will prevail. If an ambiguity or inconsistency remains, the following provisions shall prevail.

- .1 Develop and finalize design of the concept depicted in the referenced studies and prepare construction drawings and specifications.
- .2 Sub-contract with and coordinate other applicable professional services providers to provide comprehensive design and construction documents for all necessary disciplines.
- .3 Interact with Owner, Owner's representatives and Construction Manager during the course of the design process and obtain feedback on design from same.
- .4 Interact with Construction Manager for constructability input and value engineering advice.
- .5 Prepare and periodically update a milestone schedule for the design and construction document work – for all disciplines.
- .6 Assist Construction Manager with assembly of bid packages.
- .7 Provide necessary documents to Owner for public meetings to illustrate the building site plans and other aspects of the Project, excluding 3D renderings which can be provided as an additional service.
- .8 Provide necessary documents in the quantities required (both electronic and paper format) for design reviews, Construction Manager reviews, bid packages, permitting, construction, and final record set.
- .9 Review applicable shop drawings and submittals during the construction phase.
- .10 Visit job site during construction phase for inspections.

.11 Provide written status reports to Owner's Representative.

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.) Architect shall provide the listed services below as Basic Services:

§ 4.1.1.1	Assistance with selection of Construction Manager	Not Provided (NP)
§ 4.1.1.2	Programming	Architect
§ 4.1.1.3	Multiple preliminary designs	Architect
§ 4.1.1.4	Measured drawings	Architect
§ 4.1.1.5	Existing facilities surveys	Owner
§ 4.1.1.6	Site evaluation and planning	Architect and Landscape Architect
§ 4.1.1.7	Building Information Model management responsibilities	Architect (AutoCAD only)
§ 4.1.1.8	Development of Building Information Models for post construction use	Architect (AutoCAD only)
§ 4.1.1.9	Civil engineering	Civil Engineer
§ 4.1.1.10	Landscape design	Landscape Architect
§ 4.1.1.11	Architectural interior design	Architect
§ 4.1.1.12	Value analysis	Construction Manager
§ 4.1.1.13	Cost estimating	Construction Manager
§ 4.1.1.14	On-site project representation	Architect, Construction Manager
§ 4.1.1.15	Conformed documents for construction	Architect
§ 4.1.1.16	As-designed record drawings	Architect
§ 4.1.1.17	As-constructed record drawings	Architect
§ 4.1.1.18	Post-occupancy evaluation	NP
§ 4.1.1.19	Facility support services	NP
§ 4.1.1.20	Tenant-related services	NP
§ 4.1.1.21	Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.22	Telecommunications/data design	NP
§ 4.1.1.23	Security evaluation and planning	NP
§ 4.1.1.24	Commissioning	Owner
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	NP
§ 4.1.1.26	Historic preservation	NP
§ 4.1.1.27	Furniture, furnishings, and equipment design	Architect
§ 4.1.1.28	Other services provided by specialty Consultants	Architect (Building Envelope Specialist)
§ 4.1.1.29	Other Supplemental Services	TBD

See Proposal Dated June 2, 2025

- .8 Preparation for, and attendance at, ~~a public presentation, meeting or hearing;~~ more than four (4) public presentations, meetings or hearings. The Architect's attendance at four (4) public presentations, meetings, or hearings shall be included in the Architect's Basic Services;

...

- .10 ~~Evaluation of the qualifications of entities providing bids or proposals;~~
~~.11~~ Consultation concerning replacement of Work resulting from fire or other cause during construction; or
~~.12~~ .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner in writing with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

...

- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractors' proposals and supporting data, or the preparation or revision of Instruments of ~~Service;~~ Service, except that the Architect's Basic Services shall include preparing Change Orders or Constructive Change Directives when the need therefore arises from the Architect's error or omission;
.4 Evaluating ~~an extensive number of more than five (5)~~ Claims as the Initial Decision Maker; or
.5 Evaluating substitutions proposed by the ~~Owner, Construction Manager or Contractors~~ Owner and making subsequent revisions to Instruments of Service resulting therefrom.

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractors
.2 ~~(—) Weekly~~ visits to the site by the Architect during construction
.3 Four (4) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
.4 Four (4) inspections for any portion of the Work to determine final completion

...

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

...

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf ~~with respect to the Project.~~ only with respect to specific matters delegated to the representative in writing by the Owner's Council. In no event shall the Owner's representative have authority to agree to any adjustments in the Contract Sum or Contract Time. All adjustments to the Contract Sum or Contract Time require approval by the Owner's Council unless the Council expressly delegates in writing to the representative, defined authority to approve specified sums or times. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as

applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. Owner shall provide utility location information in its possession but makes no representation as to the accuracy of private utility location information and the Architect shall be responsible to confirm the accuracy of utility locations.

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~~§ 5.14 Before executing the Contracts for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contracts for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.~~

PAGE 19

~~§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. No cost will be paid to the Architect for the Construction Manager's services and reimbursables. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.~~

...

~~§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares, in collaboration with the Construction Manager, will confirm the estimate prepared as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.~~

~~§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the The Architect and the Construction Manager shall work together to reconcile the cost estimates.estimate to the budget..~~

...

~~§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. Work shall be incorporated in the Architect's fee to the extent that the estimate exceeds the Owner's budget due to Architect's failure to incorporate the specific cost-savings measures directed by the Owner and Construction Manager. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.~~

~~§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, part of the Architect fee, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.~~

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractors, Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and Separate Contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. The Owner's non-exclusive license to use the Instruments of Service shall be governed by Section 9.8.

...

§ 7.6 If the Architect's design, device, material or process is covered by letters, patent or copyright, trademark or trade name, the Architect shall provide proof to Owner that such use is authorized by suitable legal agreement with the patent or trademark holder or owner. If no such agreement is made, the Architect shall indemnify and hold harmless the Owner from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify the Owner for any costs, liability, expenses and attorney's fees that result from any such infringement.

...

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1-law.

...

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the ~~negligent~~ negligent, intentional, or otherwise wrongful acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement. All indemnification obligations shall survive termination, expiration or cancellation of this Contract. The Architect agrees, that in order to protect itself and the Owner under the indemnity provisions set forth above, it will at all times during the term of this contract keep in force policies of insurances required in the Paragraph entitled, "Insurance." Nothing in this Contract shall be construed to waive any immunities or limitations to which Owner is entitled under Minnesota Statutes, Chapter 466 or otherwise.

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be ~~subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution. resolved through litigation in the state or federal courts located in Hennepin County, Minnesota. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation. Mediation is not a condition precedent to commencing litigation, but if litigation is commenced, the parties agree to mediate before any dispositive motions or trial.~~

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction, in Hennepin County, Minnesota
- ☐ Other: (Specify)

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations

purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

...

§ 9.1 ~~If~~ Except for amounts that are the subject of a good faith dispute under the Prompt Payment of Local Government Bills, Minnesota Statutes, Section 471.425 ("Prompt Payment Act"), if the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination after seven (7) days written notice by Architect or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums ~~due which are not the subject of a good faith dispute under the Prompt Payment Act~~ prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or if the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and ~~eosts attributable to termination, including the eosts attributable to the Architect's termination of consultant agreements~~ reasonable, substantiated costs attributable to termination.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 — Termination Fee:

.2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

~~§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion. In the event of Termination, and upon payment to the Architect of all sums that are not the subject of a good faith dispute, the Owner and its designated agents and consultants, shall have a non-exclusive license to use the Architect's, and its consultant's, Instruments of Service, documents, data, and records relating to the Project, in the condition they were in on the date of Termination, for the limited purpose of completing, maintaining, and operating the Project. The Architect's contracts with its consultants shall incorporate provisions whereby its consultants agree to be bound by the terms of this section. Upon request, the Architect and its consultants shall promptly furnish the Owner with legible copies of their Instruments of Service, documents, data, and records relating to the Project, and the Owner shall reimburse the Architect and its consultants for their reasonable copying and clerical expenses therefor.~~

~~§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.~~

~~§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3 located.~~

~~§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Architect and Construction Manager.~~

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~~§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. All data applicable to this Agreement, including data regarded as trade secret by Architect, shall be governed by the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes, Chapter 13.~~

~~§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, including but not limited to the MGDPA, or when required by an arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.~~

...

Architect to be compensated at standard hourly rates up to a maximum amount of \$178,900

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~~§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent (5 %), or as follows:~~

...

.10 Site office ~~expenses; expenses not including jobsite field office trailer;~~

...

§ 11.8.2 For Reimbursable Expenses the ~~compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (—%) of the expenses incurred.~~ Architect shall be reimbursed for actual expenses incurred without any mark-up.

...

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty-five (35) days after the invoice date in accordance with the Prompt Payment Act shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

4.00 % per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, ~~or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.~~ Architect. The Owner's right, if any, to offset sums due the Architect shall be governed by applicable law, including, but not limited to the Prompt Payment Act.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times. The Architect shall keep and maintain accurate documentation of all claimed reimbursable expenses in such a form that they may be independently audited.

...

§ 12.1 Record Keeping—Availability and Retention

Pursuant to Minnesota Statutes, Section 16C.05, subd. 5, Architect agrees that the books, records, documents and accounting procedures and practices of Architect, that are relevant to the Contract or transaction, are subject to examination by the Owner and the state auditor for a minimum of six (6) years. Architect shall maintain such records for a minimum of six (6) years after final payment.

§ 12.2 Data Practices

Pursuant to Minnesota Statutes, Section 13.05, subd. 11, all of the data created, collected, received, stored, used, maintained, or disseminated by Architect in performing this contract is subject to the requirements of the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes, Chapter 13, and Architect must comply with those requirements as if it were a government entity. The remedies in Minnesota Statutes, Section 13.08 apply to Architect. Architect does not have a duty to provide access to public data to the public if the public data are available from the Owner, except as required by the terms of this contract.

§ 12.3 Non-Discrimination

Pursuant to Minnesota Statutes, Section 181.59, the Architect will take affirmative action to ensure that applicants are selected, and that employees are treated during employment, without regard to their race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability or age. The Architect agrees to be bound by the provisions of Minnesota Statutes, Section 181.59, that prohibits certain discriminatory practices and the terms of said section are incorporated into this contract.

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- .1 AIA Document B132™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser ~~Edition~~ Edition, as modified

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Mary Supple Mayor

Edith Sebesta, AIA Principal 54771

...

OWNER (Signature)

Michelle Friedrich City Clerk

(Printed name and title)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Michelle E. Weinberg, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:52:00 on 07/22/2025 under Order No. 20250116558 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B132™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



City Council Meeting 8/12/2025

Agenda Section: Resolutions

Agenda Item: 11.a.

Report Prepared By:

Mark McKinley, Administrative Assistant

Department Director:

Katie Rodriguez, City Manager

Item for Consideration:

Summary of the City Manager's annual performance evaluation for the period of June 2024 to July 2025, held on July 8 and July 22, 2025, as required by Minn. Statutes 13D.05 Subd. 3(a), and consider a resolution amending the employment agreement between the City of Richfield and City Manager Katie Rodriguez.

EXECUTIVE SUMMARY

Each year the City Council conducts a review of the City Manager's performance for the previous year. The review considers the performance of the City Manager and the organization as measured against the goals and expectations of the City Council. Such performance evaluations are conducted in a closed session pursuant to MN State Statutes and summarized in an open meeting.

In addition to the performance evaluation, the City Council also takes this opportunity to review the City Manager's salary and benefits to make any adjustments that may be warranted.

HISTORICAL CONTEXT

The City Council has conducted a review of the City Manager's performance for the past year and must now, per State Statute, make a summary report of the outcome of that evaluation.

In addition, the City Council has reviewed the compensation of the City Manager and has made a conclusion concerning the City Manager's employment agreement.

RECOMMENDED ACTION

Motion to approve the resolution amending the City's Manager's employment agreement with the City reflecting a salary adjustment.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Consistent evaluations of performance help ensure continuous improvement, reinforce accountability, and align the City Manager's work with strategic goals.

POLICIES (RESOLUTIONS, ORDINANCES, REGULATIONS, STATUTES, ETC.)

The City Manager is given an evaluation by the City Council each year as part of the City Manager's contract. As part of the evaluation process, a review of the City Manager's compensation package is also performed each year. As compensation comparisons, salaries of City Managers in comparable cities are considered, as is the

base salary structure adjustments of other City employees.

CRITICAL TIMING ISSUES

The annual performance evaluation for City Manager Rodriguez was for the period starting July 1, 2024, to June 30, 2025, so any merit increases will be effective on July 1, 2025.

FINANCIAL IMPACT

In order to be consistent with other employee groups, the City Manager received the same cost-of-living adjustment given to staff in the Management Pay Plan on January 1, 2025.

LEGAL CONSIDERATIONS

The City Manager's contract with the City requires an annual performance evaluation. Summary review of the City Manager's annual performance evaluation is required by Minn. Statutes 13D.05 Subd. 3(a).

ALTERNATIVE RECOMMENDATION(S)

The City Council may defer the compensation portion of this review to a future meeting.

ATTACHMENTS

1. Resolution Amending Employment Agreement with City Manager - 2025

**THIRD AMENDMENT TO
EMPLOYMENT AGREEMENT**

WHEREAS, the City of Richfield, a Minnesota municipal corporation (the “City”), and Catherine Rodriguez (“Employee”) entered into an employment agreement on the 26th day of November 2018, (the “Agreement”); and

WHEREAS, Section 2 of the Agreement provides for salary increases based on a performance and salary review of Employee; and

WHEREAS, the Richfield City Council conducted a performance evaluation of the Employee on July 8 and July 22, 2025, and desires to increase the Employee’s salary.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED IN THIS AGREEMENT AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE EMPLOYEE AND CITY AGREE THAT THE AGREEMENT WILL BE AMENDED TO READ AS FOLLOWS:

Section 2. Salary

Employer agrees to pay Employee for her services rendered pursuant hereto an annual base salary of ~~\$185,422.34~~ \$192,899.20 payable in installments at the same time as other employees of the Employer are paid. In addition, Employer agrees to increase said base salary and/or other benefits of Employee in such amounts and to such extent as the Council may determine that it is desirable to do so during the review at 6 months and thereafter on an annual basis, based on a performance and salary review of said Employee.

The City Manager’s salary adjustment outlined above is effective on July 1, ~~2024~~ 2025.

IN WITNESS WHEREOF, City has caused this Amendment to the Agreement to be signed and executed on its behalf by its Mayor and Employee has signed this Agreement, in duplicate, the day and year written below.

CITY OF RICHFIELD

EMPLOYEE:

BY: _____
Mary B. Supple, Its Mayor

Catherine Rodriguez

DATE: _____

DATE: _____



Report Prepared By:

Michelle Friedrich, City Clerk

Department Director:

Katie Rodriguez, City Manager

Item for Consideration:

Review and Update the City Council Rules of Procedure and Decorum.

EXECUTIVE SUMMARY

The Richfield City Council Rules of Procedure and Decorum have been updated and adopted by Resolution by sitting City Councils on four occasions since July 23, 2001, with the most recent update by Resolution on February 14, 2017. The changes requested by Council on April 8, 2025, regarding the agenda order of business, coincide with the current red-lined revisions made to the Rules of Procedure and Decorum under Section 5 Agenda, Subd. 3.

Per Chapter 3, Section 3.03, Rules of Procedure and Decorum, of the Richfield Charter, Council has discretion in determining its own rules and order of business at regular meetings. Council should review and discuss suggested changes to the Rules of Procedure and Decorum document (see previous Resolution 11335, red-lined version, and resolution with clean version attached).

Staff requests Council provide direction on the specific Sections and Subdivisions included below:

Current Language for: Section 4, Subd. 2, Appealing the Ruling of the Presiding Officer
Any member of the Council may appeal a ruling of the presiding officer. If the appeal is seconded, the member may speak once solely on the question involved and the presiding officer may explain the ruling, but no other Council Member may participate in the discussion. The appeal will be sustained if it is approved by a majority vote.

Highlighted for Council Review: Limiting Council discussion on appealing the ruling of the presiding officer is not conveyed in the Sturgis Standard Code of Parliamentary Procedure. As such, the Council has the following options regarding Section 4, Subdivision 2: (1) retain the existing language; (2) amend the language to remove the provision that limits participation in the appeal discussion, which would be consistent with Sturgis.

Current Language for: Section 5, Subd. 4 Varying Order of Business
The presiding officer may vary the order of business.

Highlighted for Council Review: The current language allows the Mayor to vary the order of business without a majority vote. Notwithstanding the Rules of Procedure, the

Council retains the authority to vary the order of business at its discretion. The Council may choose to keep the existing language, allowing the Mayor to adjust the order of the agenda, or require majority approval for any changes. Accordingly, the Council has the following options regarding Section 5, Subdivision 4: (1) retain the existing language; (2) amend the language to allow either the Mayor or a majority of the Council to vary the order of the agenda; or (3) amend the language to require only a majority vote of the Council to approve changes to the order of the agenda.

Current Language for: Section 5 Subd. 6 Consent Agenda

The City Manager may place certain items of business on a consent calendar. A member of the Council wishing to remove any item from the consent calendar may do so at the time that the consent calendar is reached on the general Council agenda. Any item removed from the consent calendar will become one of the regular agenda items of the meeting. All items not so removed from the consent calendar may be passed by a single, non-debatable motion. Matters proposed by the City Manager for the consent agenda are those that the City Manager deems to be of a routine, non-controversial nature.

Highlighted for Council Review: The current language does not require a vote to remove an item from the Consent Calendar. Any Council member may request that an item be pulled, in which case it will be moved to the regular agenda under 'Consideration of Items, if any, Removed from Consent Calendar'.

Current Language for: Section 5, Subd. 7 Items Not on the Agenda

The Council may consider items not appearing on the agenda as normal business if a Council Member does not raise an objection. If a Council Member raises an objection, a vote of the majority of the Council Members present shall determine the appropriateness of further consideration of the matter at that time. The Council may not take action on any item that requires public notice or hearing.

New Proposed Language for Council Review: The Council may add items to the agenda with a majority vote of the Council. The Council may not amend the agenda to include any item that requires a public notice or a hearing.

New Language: Section 5, Subd. 9(a)-(d) Public Participation

Members of the public may address the City Council as follows:

(a) During public hearings.

(b) Members of the public may address the Council during Open Forum. Speakers will be limited to 3 minutes. Individuals will not be permitted to give their time to others. The City Council may, by majority vote, extend the time limit.

Highlighted for Council Review: The timeframe currently referenced for Open Forum is set from 7:00 p.m. to 7:15 p.m. during regularly scheduled Council meetings. Council should consider whether to maintain the 15-minute limit or allow for additional speakers if the Open Forum extends beyond 15 minutes.

(b) continued... All persons wishing to speak during the Open Forum may register with

the City Manager's office no later than 4:00 p.m. on the day of the regularly scheduled Council meeting or by completing an Open Forum registration card and returning it to a staff member.

(b) continued... Registration will include their name, their city of residence, and the topic on which they wish to speak. Staff will provide a list of the Open Forum speakers to the presiding officer at the start of each Open Forum.

Highlighted for Council Review: A recent change to the speaker registration language now requires individuals to state their city of residence rather than their physical address. This change will also take effect under *Section 7, Subd. 6 Rules of Decorum, Addressing the Council.*

(b) continued... The Council will listen during Open Forum and will not give an immediate response to individuals' comments. Council may direct staff to provide a future report on the topic or add to an upcoming meeting agenda. The Open Forum will be recorded and live-streamed via cable access and YouTube.

(c) During regular agenda items, other than public hearings, if no Council Member raises an objection. If a Council Member raises an objection, a majority vote of the Council Members present may approve accepting public comment on the agenda item.

(d) Via email subject to the following: Public comment received via email will be distributed to the Council if received before 2:00 p.m. on the day of the Council meeting. Public comment received after 2:00 p.m. on the day of the meeting will be distributed to the Council at the next regularly scheduled meeting. All public comments received via email will become part of the public record and will be archived with the appropriate meeting minutes.

Highlighted for Council Review: Language added as (d) includes clarification of process for emailed public comment.

Current language for Section 6, Subd. 3 Excused From Voting

A Council Member may be excused from voting on a matter properly before the Council only with the unanimous consent of the other members present, unless the member is required by law to abstain from voting. The Council Member must announce the member's intention to abstain prior to the vote being taken. The clerk will record the abstention as "Abstain--name."

Highlighted for Council Review: Per City Code 205.13, Subd. 2(a) indicates a Council member may only be excused by unanimous consent of the other members present, unless a member is required by law to abstain from voting.

Current language for Section 7, Subd. 3 Rules of Decorum Discussion

At the request of any Council Member or the Mayor, Council discussion shall be limited as provided in this subdivision. When the rules of this subdivision are invoked, no member of the Council shall speak more than twice, nor more than five minutes each time without the consent of the Council.

New Proposed Language for Council Review: The Mayor or any Council Member

may bring a motion to limit discussion on any question. Council should decide if they prefer (1) to retain the original language or (2) amend Section 7, Subd. 3 with the above proposed language.

Current language for Section 7, Subd. 9 Rules of Decorum Conduct

Any member of the Council, staff, or person indulging in personal attacks or making impertinent, slanderous, or profane remarks or who willfully utters loud threatening or abusive language, or engages in any disorderly conduct which would impede, disrupt, or disturb the orderly conduct of any meeting, hearing or other proceeding, shall be called to order by the presiding officer and, if such conduct continues, may at the discretion of the presiding officer, be ordered barred from further audience before the Council during that meeting.

New Proposed Language for Council Review: If the conduct at any meeting becomes violent, threatening or abusive or disturbs the orderly progression of the meeting, the presiding officer will attempt to call the meeting to order to stop the disruptive conduct. If the conduct continues, the presiding officer may recess the meeting to consult with law enforcement and the city attorney about options to address the conduct.

Highlighted for Council Review: Deleted Language for Section 7, Subd. 10 Rules of Decorum Member of the Audience since it was redundant of Subd. 9.

Highlighted for Council Review: Section 8 Enforcement of Decorum

With legal requirements changing, Enforcement of Decorum may need further review. Suggested staff changes under Section 8, Subd. 2, include references to define persons and actions of the Sergeant-at-Arms regarding maintaining order and decorum at the Council meeting; Section 8, Subd. 5 includes references to the majority vote of those present, and notes the Council may vote to recess or adjourn a meeting to preserve order and decorum or for public safety. The City Attorney's proposed language is in the recommended draft.

HISTORICAL CONTEXT

The City Code provides that the Council may adopt rules, by resolution or ordinance, as it deems necessary.

Current Policies Reference:

Richfield Charter - Chapter 3 Procedure of Council

Past Resolutions 2001-July 9068, 2001-Dec 9115, 2007-May 9927, 2008-May 10098, and 2017 Feb-11335

Ordinances 1981-33, 1998-5, 1998-22, 2003-21.

RECOMMENDED ACTION

Consider the proposed updates by staff to the City Council Rules of Procedure and Decorum, and direct staff on additional changes to include in a final resolution for Council adoption of the updated Rules of Procedure and Decorum at a future meeting.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Equity: Clarifying and updating the Rules of Procedure and Decorum creates

understanding for the public regarding Council meeting processes, and ensures Council is following the Richfield Charter and City Code.

Strategic: The updates to the Rules of Procedure and Decorum creates transparency with residents and the community and improves the overall flow of Council meetings.

POLICIES (RESOLUTIONS, ORDINANCES, REGULATIONS, STATUTES, ETC.)

Noted in Executive Summary section.

CRITICAL TIMING ISSUES

The City Attorney will be available to answer questions.

FINANCIAL IMPACT

Staff time and legal review of Rules of Procedure and Decorum.

LEGAL CONSIDERATIONS

The city attorney will be present at the meeting for questions.

ALTERNATIVE RECOMMENDATION(S)

ATTACHMENTS

1. Res 2017-11335 Procedure and Decorum (Old version)
2. Rules of Procedure and Decorum Red-Lined Version (1)
3. 2025-08-26 DRAFT Resolution XXXXX Clean Version R1

RESOLUTION NO. 11335

**RESOLUTION ADOPTING RULES OF PROCEDURE AND
DECORUM FOR CITY COUNCIL MEMBERS**

WHEREAS, it is appropriate for the City Council to establish rules of procedure and decorum for Council meetings and Board and Commission meetings; and

WHEREAS, the Richfield City Code, Section 205.13, subd. 2(c) provides that the City Council may adopt such special rules by ordinance or resolution from time to time as necessary; and

WHEREAS, the City Council last updated its rules of procedure and decorum in 2008 and has determined that it is appropriate to amend these rules of procedure and decorum so that they are consistent with applicable laws and practices of the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Richfield, as follows:

1. The attached rules of procedure and decorum are hereby amended and established.
2. These rules shall remain in effect until modified by resolution of the City Council. This resolution supersedes Resolution No. 10098.
3. These rules shall be interpreted, wherever possible, so as to be consistent with the rules set forth in the City Code. In the case of any irreconcilable conflict between these rules and the rules in the City Code, the rules in the City Code shall prevail.

Adopted by the City Council of the City of Richfield, Minnesota this 28th day of February, 2017.

Michael Howard, Mayor Pro Tempore

ATTEST:

Elizabeth VanHoose, City Clerk

RICHFIELD CITY COUNCIL

RULES OF PROCEDURE AND DECORUM

SECTION 1. PURPOSE

- Subd. 1. General. It is recognized that in order to enhance the concept of effective and democratic government, it is essential that a legislative body establish formal rules of procedure and decorum so that a true deliberative process will be observed and not disturbed.

SECTION 2. GENERAL

- Subd. 1. Law. The City Charter, Ordinances, and State Statutes governing the City Council shall be followed and supplemented by the Rules of Procedure and Decorum of the City Council.
- Subd. 2. General Rules. In all matters of parliamentary procedures, the Council shall be governed by the latest printed edition of the STURGIS STANDARD CODE OF PARLIAMENTARY PROCEDURE as published from time to time except as modified by these rules and the rules set forth in Section 205 of the City Code.

SECTION 3. COUNCIL MEETINGS

- Subd. 1. Regular Meetings. Regular meetings of the Council shall be held, without necessity for notice, every second and fourth Tuesday commencing at 7:00 p.m. in the City Council Chambers, 6700 Portland Avenue, Richfield, Minnesota.
- Subd. 2. Other Locations. The Council may, from time to time, elect to meet at other locations within and outside the City and upon such election shall give public notice of the change of location in accordance with State law and the City Charter.
- Subd. 3. Location During Local Emergency. If, by reason of emergency, it shall be unsafe to meet in the City Hall, the meetings may be held for the duration of the emergency at such other place as may be designated by the Mayor or designate.
- Subd. 4. Special Meetings. The Mayor or any two members of the Council may call a special meeting of the Council upon at least 12 hours written notice to each member of the Council. The notice shall be delivered personally to each member or shall be left at the Council Member's usual place of residence with some responsible person. Special meeting notices will not be published, but will be posted at City Hall and on the City's website.

SECTION 4. PRESIDING OFFICER

- Subd. 1. Who Presides. The Mayor shall preside at all meetings of the Council. In the absence of the Mayor, the Mayor Pro Tem shall preside. The presiding officer shall have the power to preserve strict order and decorum at meetings, enforce the rules of procedure, and determine without debate, subject to the final decision of the Council on appeal, all questions of procedure and order.
- Subd. 2. Appeal of the Ruling of the Presiding Officer. Any member of the Council may appeal from a ruling of the presiding officer. If the appeal is seconded, the member may speak once solely on the question involved and the presiding officer may explain the ruling, but no other Council Member shall participate in the discussion. The appeal shall be sustained if it is approved by a majority vote.
- Subd. 3. Rights of the Presiding Officer. The presiding officer may speak on any question and make motions and second motions.

SECTION 5. AGENDA

- Subd. 1. Matters for Consideration. Matters for Council action shall be submitted by members of the Council and residents to the City Manager.
- Subd. 2. Preparation. An agenda of business for each regular meeting shall be prepared in the office of the City Manager and completed by 4:30 p.m. on the Friday preceding a meeting. Full agenda will be provided to each Council Member as far in advance of the meeting as time for preparation will permit.
- Subd. 3. Order of Business at Regular Meetings. At the hour appointed for the regular meeting of the City Council, the meeting shall be called to order by the presiding officer. If a quorum is present, the City Council shall then proceed with its business in the following manner:
- (a) approval of minutes of previous meeting
 - (b) presentations
 - (c) Council discussion
 - (d) agenda approval
 - (e) consent calendar
 - (f) public hearings
 - (g) proposed ordinances
 - (h) resolutions
 - (i) City Manager's report
 - (j) other business
- Subd. 4. Varying Order of Business. The presiding officer may vary the order of business.
- Subd. 5. Minutes. Subdivision 1. Approval of Minutes. The clerk shall provide a copy of the minutes of each meeting to each Council Member with the

agenda of the next regular meeting. If such copies have been distributed to Council Members in advance of the next regular meeting of the Council the minutes may be approved without verbatim reading. Amendments or corrections proposed by any member of the Council shall be made by the clerk, but no amendment to which objection is raised by any member shall be made without the approval of a majority of the Council.

Subd. 2. General Contents of Minutes. The clerk shall record all material matters considered by the Council in the minutes. Minutes shall be summary minutes. Ordinances, resolutions, communications and claims considered by the Council need not be recorded in full in the minutes if they appear in other permanent records of the clerk and can be accurately identified from the description given in the minutes. The Council may, in its discretion, direct that any one of the above be fully set out in the minutes.

- Subd. 6. Consent Agenda. In the preparation of the agenda for a meeting, the City Manager may place certain items of business on a consent calendar. A member of the Council wishing to remove any item from the consent calendar may do so at the time that the consent calendar is reached on the general Council agenda. Any item removed from the consent calendar shall become one of the regular agenda items of the meeting. All items not so removed from the consent calendar may be passed by a single, non-debatable motion. Matters proposed by the City Manager for the consent agenda shall be those that the City Manager deems to be of a routine, non-controversial nature.
- Subd. 7. Items Not on the Agenda. The Council may consider items not appearing on the agenda as normal business if a Council Member does not raise an objection. If a Council Member raises an objection, a vote of the majority of the Council Members present shall determine the appropriateness of further consideration of the matter at that time. The Council may not take action on any item that requires public notice or hearing.
- Subd. 8. Presentation of Agenda Item. A Council Member shall introduce each agenda item followed by the presiding officer's opening of the item for Council discussion. Oral summaries of staff reports on agenda items will not be given by staff, but the City Manager and appropriate staff will stand for questions and clarification on items.
- Subd. 9. Public Participation. Members of the public may address the City Council during:
- (a) Public hearings.
 - (b) Open Forum. Prior to the commencement of the official business of the Council at regularly scheduled Council meetings (7:00 p.m. to 7:15 p.m.) members of the public will be afforded the opportunity to address the Council on City business and items that

are not on the meeting's agenda. Open Forum will be limited to a total of 15 minutes and each speaker will be limited to 3 minutes. Individuals will not be permitted to give their time to others. The City Council may, by majority vote, extend the time limit.

All persons wishing to speak during the Open Forum may register either with the City Manager's office no later than 4:00 p.m. on the day of the regularly scheduled Council meeting or by completing an Open Forum registration card and returning it to a staff member.

Registration shall include their name, address and the topic on which they wish to speak. Staff will provide a list of the Open Forum speakers to the presiding officer at the start of each Open Forum.

If there are more people registered than time allows, the Council may, after a majority vote of the City Council, provide a second Open Forum limited to a total of 15 minutes directly before the adjournment of the meeting. Speakers will be restricted to 3 minutes each. The City Council may, by majority vote, extend the time limit.

From the dais, the presiding officer will have the ability to control the red/yellow/green light monitor to alert speakers of their time allotment.

Speakers will not be permitted to make direct or inferred comments on personality conflicts with City Council, commission or staff members and speakers who make personal attacks, campaign endorsements or campaign statements will lose the opportunity of addressing the Council in Open Forum.

City Council will not take official action on items discussed during Open Forum, except to refer items to staff or commission for future report. Council Members may ask questions for clarification purposes, but they may wish to investigate or research issues before responding. City Council or staff members will respond at a later date.

The Open Forum shall be videotaped and/or cablecast.

- (c) Specific issues scheduled on the agenda, other than public hearings, if no Council Member raises an objection. If a Council Member raises an objection, a vote of the majority of Council Members present shall determine the appropriateness of accepting public comment on the matter under consideration.
- (d) Items coming before the Council from the Planning Commission, HRA and other boards and commissions that do not require a public

hearing may, by a majority vote of the Council, be the subject for public discussion.

SECTION 6. VOTING

- Subd. 1. Procedure. The votes of the members on any ordinance, resolution or motion pending before the Council shall be by voice vote, unless the Mayor or any Council Member requests that a roll call vote be taken. The presiding officer shall call for a roll call vote whenever a voice vote of the Council is not clear as to the disposition of the action before the Council.
- Subd. 2. Discussion Prior to the Vote on Any Agenda Item or Council Action Requiring a Vote. Council Members are encouraged to publicly express their reasons for the vote that they will cast on any issue before the Council that requires a Council vote.
- Subd. 3. Excused From Voting. A Council Member may be excused from voting on a matter properly before the Council only with the unanimous consent of the other members present, unless the member is required by law to abstain from voting. The Council Member must announce the member's intention to abstain prior to the vote being taken. The clerk shall record the abstention as "Abstain—name."

SECTION 7. RULES OF DECORUM

- Subd. 1. Council. While the Council is in session, the members must preserve order and decorum, and a member shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the Council, nor disturb any member while speaking, or refuse to obey the orders of the presiding officer.
- Subd. 2. Recognition. Members of the Council shall first be recognized by the presiding officer prior to addressing any other Council member, staff or member of the public. First names will not be used to address Council Members, staff or members of the public.
- Subd. 3. Discussion. At the request of any Council Member or the Mayor, Council discussion shall be limited as provided in this subdivision. When the rules of this subdivision are invoked, no member of the Council shall speak more than twice on any question, nor more than five minutes each time without consent of the Council.
- Subd. 4. Staff. Members of the City staff shall observe the same rules of order and decorum as are applicable to the City Council.
- Subd. 5. Pertinent to Matter Under Debate. Members of the Council, staff and public shall confine remarks to the matter under debate.

- Subd. 6. Addressing the Council. Each member of the public addressing the Council shall step up to the microphone provided for the use of the public and after being recognized by the presiding officer give his/her name and address in an audible tone of voice for the records, state the subject to be discussed, and state who the speaker is representing if representing an organization or other persons.

All remarks shall be addressed to the Council as a whole and not to any member thereof. No person other than members of the Council and the person having the floor shall be permitted to enter into any discussion, either directly or through a member of the Council, without permission of the presiding officer.

No question may be asked of a Council Member or a member of the staff without the permission of the presiding officer. The presiding officer may impose a three-minute time limit on remarks by speakers, whenever in the presiding officer's judgment, a time limit is necessary in order to expedite the progress of the meeting or ensure the opportunity for other speakers to be heard. The City Council may, by majority vote, extend the time limit imposed by the presiding officer.

- Subd. 7. Spokesman for Group of Persons. In order to expedite matters and to avoid repetitious presentations, whenever any group of persons wishes to address the Council on the same subject matter, it shall be proper for the presiding officer to request that a spokesperson be chosen by the group to address the Council and, in case additional matters are to be presented by any other member of said group, to limit the number of such persons addressing the Council.

- Subd. 8. After Motion. After a motion has been made or a public hearing has been closed, no member of the public shall address the Council from the audience on the matter under consideration without first securing the permission to do so by a majority vote of the City Council.

- Subd. 9. Conduct. Any member of the Council, staff or person indulging in personal attacks or making impertinent, slanderous, or profane remarks or who willfully utters loud, threatening or abusive language, or engages in any disorderly conduct which would impede, disrupt, or disturb the orderly conduct of any meeting, hearing or other proceeding, shall be called to order by the presiding officer and, if such conduct continues, may at the discretion of the presiding officer, be ordered barred from further audience before the Council during that meeting.

- Subd. 10. Members of the Audience. No person in the audience shall engage in disorderly conduct such as hand clapping, stamping of feet, whistling, using profane language, yelling, and similar demonstrations, which conduct disturbs the peace and good order of the meeting. If, after being cautioned to cease and desists from such behavior, the behavior continues, the presiding

officer may call a recess until such time that the members of the audience refrain from such conduct.

SECTION 8. ENFORCEMENTS OF DECORUM

- Subd. 1. Warning. All persons shall, at the request of the presiding officer, be silent. If, after receiving a warning from the presiding officer, a person persists in disturbing the meeting, said officer may order the person removed from the meeting. If the person does not remove himself/herself, the presiding officer may order that the Sergeant-at-Arms remove the person.
- Subd. 2. Sergeant-at-Arms. The Public Safety Director, or such member or members of the Police Department, shall be Sergeant-at-Arms of the Council meetings. The Public Safety Director or such member or members of the Police Department shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the Council meeting. Upon instruction of the presiding officer it shall be the duty of the Sergeant-at-Arms to remove from the meeting any person who intentionally disturbs the proceedings of the Council.
- Subd. 3. Resisting Removal. Any person who resists removal by the Sergeant-at-Arms may be charged with violating City ordinance or other applicable laws.
- Subd. 4. Motions to Enforce. Any Council Member may move to require the presiding officer to enforce these rules and the affirmative vote of a majority of the Council shall require the presiding officer to do so.
- Subd. 5. Adjournment. In the event that any meeting is willfully disturbed by a person or group of persons so that orderly conduct of the meeting is not feasible, and when order cannot be restored by the removal of individuals who are creating the disturbance, the meeting may be adjourned with the remaining business considered at the next regular meeting or at a special meeting called by the presiding officer.

SECTION 9. WORK SESSION MEETINGS

- Subd. 1. General. Work Session meetings of the City Council may be held at the call of the Mayor. No official Council action will be taken at Work Session meetings.
- Subd. 2. Rules of Procedure and Decorum. The Rules of Procedure and Decorum of the City Council shall be observed in Work Sessions so far as they are applicable.
- Subd. 3. Audio Recording of Work Sessions. All Council Work Sessions shall be audio taped and maintained in the same manner used for recording and maintaining audio tapes for regular meetings of the Council.

SECTION 10. CAMERA AND RECORDING DEVICES

- Subd. 1. Use of Cameras and Recording Devices Limited. Cameras, including television and motion picture cameras, electronic sound recording devices and any other mechanical, electrical or electronic recording devices may be used in the Council Chamber, but only in such a manner as will cause a minimum of interference with or disturbance of the proceeding of the Council.

SECTION 11. SEPARABILITY

- Subd. 1. General. If any section, subdivision, sentence, clause, phrase or portion of these Rules of Procedure and Decorum is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 12. ITEMS PRESENTED TO COUNCIL

- Subd. 1. General. Any and all written materials, documents and other materials presented to the City Council at a Regular, Special or Work Session meeting including but not limited to maps, models, pictures and drawings shall become the property of the City.

SECTION 13. ORDINANCES AND RESOLUTIONS

- Subd. 1. Introduction and Adoption. All legislation of the City shall be by ordinance. Ordinances, resolutions and other matters requiring Council action shall be introduced by a member of the Council. The City Manager or Department Director may present ordinances, resolutions and other matters for consideration.
- Subd. 2. Readings. Every ordinance shall receive two readings before the Council prior to final adoption. An ordinance need not be read in full unless a member of the Council requests such a reading.
- Subd. 3. Emergency Ordinances. An emergency ordinance is an ordinance necessary for the immediate preservation of the public peace, health and morals, safety, or welfare in which the emergency is defined and declared in the preamble.
- Subd. 4. Amendments. Amendments may be made to a proposed ordinance after either its first or second reading.
- Subd. 5. City Charter Provisions. The procedure for the adoption of ordinances and resolutions shall conform to the requirements of the Charter.
- Subd. 6. Public Hearing Requirements. Public hearings will be held only for those matters required by State law or City Charter.

SECTION 14. ATTENDANCE AT COUNCIL MEETINGS

- Subd. 1. Attendance at Council Meetings. Attendance of Council Members at meetings is one of the most important duties imposed by law on members. Member presence to participate in the hearings, deliberations and decisions of the Council is essential to the proper discharge of the member's official duties. Recognizing that it is not always possible for a member to be present at all meetings, and that by reason of business demands, state of health, personal problems, vacations and other matters occasional absences are excusable. Any member of the Council shall insofar as possible give advance notice to the City Manager stating the meeting at which the member will be absent.

SECTION 15. RULES OF ORDER

- Subd. 1. Suspension of Rules. The operation and effect of a rule set forth in this subsection may be suspended upon the unanimous vote of the Council.

(Rev. 07/23/01)
(Rev. 12/10/01)
(Rev. 05/08/07)
(Rev. 05/27/08)
(Rev. 02/28/17)

RICHFIELD CITY COUNCIL -RULES OF PROCEDURE AND DECORUM

SECTION 1. PURPOSE

- Subd. 1. General. ~~It is recognized that in order to~~ To enhance the concept of effective and democratic government, it is essential that a legislative body establish formal rules of procedure and decorum so that a true deliberative process will be observed and not disturbed.

SECTION 2. GENERAL

- Subd. 1. Law. The City Charter, Ordinances, and State Statutes governing the City Council ~~shall~~will be followed and supplemented by these ~~se~~ Rules of Procedure and Decorum of the City Council. These Rules of Procedure and Decorum are adopted pursuant to the authority in Section 3.03 of the City Charter.
- Subd. 2. General Rules. In all matters of parliamentary procedures, the Council ~~shall~~will be governed by the latest printed edition of the STURGIS STANDARD CODE OF PARLIAMENTARY PROCEDURE as published from time to time except as modified by these rules and the rules set forth in Section 205 of the City Code.

SECTION 3. COUNCIL MEETINGS

- Subd. 1. Regular Meetings. Regular meetings of the Council ~~shall~~will be held, without necessity for notice, every second and fourth Tuesday commencing at 7:00 p.m. in the City Council Chambers, 6700 Portland Avenue, Richfield, Minnesota.
- Subd. 2. Other Locations. The Council may, from time to time, elect to meet at other locations ~~within and outside the City~~ and upon such election ~~shall~~will give public notice of the change of location in accordance with State law and the City Charter.
- Subd. 3. Location During Local Emergency. If, by reason of emergency, it ~~shall be~~is unsafe to meet in the ~~City Hall~~regular meeting location, ~~the~~ meetings may be held for the duration of the emergency at another location, or virtually, such other place as may be as designated by the Mayor ~~or designate after consultation with the City Manager.~~
- Subd. 4. Special Meetings. The Mayor or any two members of the Council may call a special meeting of the Council upon at least 12 hours ~~written~~ notice to each member of the Council. The notice may be by personal delivery, telephone, or other electronic means~~shall be delivered personally to each member or~~

~~shall be left at the Council Member's usual place of residence with some responsible person.~~ Special meeting notices ~~will not~~are not required to be published, but will be posted at City Hall and on the City's website.

SECTION 4. PRESIDING OFFICER

- Subd. 1. Who Presides. The Mayor ~~shall~~s at all meetings of the Council. In the absence of the Mayor, the Mayor Pro Tem ~~shall~~s. The presiding officer ~~has shall have~~ the power to preserve strict order and decorum at meetings, enforce the rules of procedure, and determine without debate, subject to the final decision of the Council on appeal, all questions of procedure and order.
- Subd. 2. Appeal of the Ruling of the Presiding Officer. Any member of the Council may appeal from a ruling of the presiding officer. If the appeal is seconded, the member may speak once solely on the question involved and the presiding officer may explain the ruling, but no other Council Member ~~shall~~may participate in the discussion. The appeal ~~shall~~will be sustained if it is approved by a majority vote.
- Subd. 3. Rights of the Presiding Officer. The presiding officer may speak on any question and make motions and second motions.

SECTION 5. AGENDA

- Subd. 1. Matters for Consideration. Matters for Council action ~~shall~~may be submitted by members of the Council and residents to the City Manager.
- Subd. 2. Preparation. ~~An~~The City Manager's Office will prepare the agenda of business for each regular Council meeting. ~~shall be prepared in the office of the City Manager and The agenda will be~~ completed by 4:30 p.m. on the Friday preceding a meeting. Full agenda packets will be provided to each Council Member as far in advance of the meeting as possible time for preparation will permit.
- Subd. 3. Order of Business at Regular Meetings. At the hour appointed for the regular meeting of the City Council, the meeting shall be called to order by the presiding officer. If a quorum is present, the City Council shall then proceed with its business in the following manner:
- ~~(a) approval of minutes of previous meeting~~
 - ~~(b) presentations~~
 - ~~(c) Council discussion~~
 - ~~(d) agenda approval~~
 - ~~(e) consent calendar~~
 - ~~(f) public hearings~~
 - ~~(g) proposed ordinances~~
 - ~~(h) resolutions~~
 - ~~(i) City Manager's report~~

~~other business~~

- (a) Call to Order
- (b) Pledge of Allegiance
- (c) Approval of Agenda
- (d) Approval of Minutes
- (e) Open Forum
- (f) Presentations and Proclamations
- (g) Consent Calendar
- (h) Consideration of Items, if any Removed from Consent Calendar
- (i) Public Hearings
- (j) Proposed Ordinances
- (k) Resolutions
- (l) Other Business
- (m) City Manager's Report
- (n) Council Discussion
- (o) Closed Session (if applicable)
- (p) Adjournment

Subd. 4. Varying Order of Business. The presiding officer may vary the order of business.

Subd. 5. Minutes. Subdivision 1. Approval of Minutes. The clerk ~~shall~~will provide a copy of the minutes of each meeting to each Council Member with the agenda of the next regular meeting. If such copies have been distributed to Council Members in advance of the next regular meeting of the Council the minutes may be approved without verbatim reading. Amendments or corrections proposed by any member of the Council ~~shall~~will be made by the clerk, but no amendment to which objection is raised by any member ~~shall~~will be made without the approval of a majority of the Council.

Subd. 2. General Contents of Minutes. The clerk ~~shall~~will record all material matters considered by the Council in the minutes. Minutes ~~shall~~will be summary minutes. Ordinances, resolutions, communications and claims considered by the Council need not be recorded in full in the minutes if they appear in other permanent records of the clerk and can be accurately identified from the description given in the minutes. The Council may, in its discretion, direct that any one of the above be fully set out in the minutes.

Subd. 6. Consent Agenda. ~~In the preparation of the agenda for a meeting, t~~The City Manager may place certain items of business on a consent calendar. A member of the Council wishing to remove any item from the consent calendar may do so at the time that the consent calendar is reached on the general Council agenda. Any item removed from the consent calendar ~~shall~~will become one of the regular agenda items of the meeting. All items not so removed from the consent calendar may be passed by a single, non-debatable motion. Matters proposed by the City Manager for the consent agenda ~~shall beare~~ those that the City Manager deems to be of a routine, non-controversial nature.

Subd. 7. Items Not on the Agenda. The Council may ~~consider~~add items ~~not appearing onto~~ the agenda with a majority vote of the Council. ~~as normal business if a~~

~~Council Member does not raise an objection. If a Council Member raises an objection, a vote of the majority of the Council Members present shall determine the appropriateness of further consideration of the matter at that time.~~ The Council may not ~~take action on~~ amend the agenda to include any item that requires public notice or a hearing.

Subd. 8. Presentation of Agenda Item. A Council Member ~~shall~~will introduce each agenda item followed by the presiding officer's opening of the item for Council discussion. Oral summaries of staff reports on agenda items will not be given by staff, but the City Manager and appropriate staff will stand for questions and clarification on items.

Subd. 9. Public Participation. Members of the public may address the City Council ~~during~~ as follows:

(a) ~~During~~ Public hearings.

(b) ~~During~~ Open Forum. ~~Prior to the commencement of the official business of the Council at regularly scheduled Council meetings (7:00 p.m. to 7:15 p.m.)~~ ~~m~~Members of the public ~~may~~ will be afforded the opportunity to address the Council ~~on City business and items that are not on the meeting's agenda.~~ Open Forum will be limited to a total of 15 minutes and each sSpeakers will be limited to 3 minutes. Individuals will not be permitted to give their time to others. The City Council may, by majority vote, extend the time limit.

All persons wishing to speak during the Open Forum may register ~~either~~ with the City Manager's office no later than 4:00 p.m. on the day of the regularly scheduled Council meeting or by completing an Open Forum registration card and returning it to a staff member.

Registration ~~shall~~will include their name, ~~address~~their city of residence, and the topic on which they wish to speak. Staff will provide a list of the Open Forum speakers to the presiding officer at the start of each Open Forum.

~~If there are more people registered than time allows, the Council may, after a majority vote of the City Council, provide a second Open Forum limited to a total of 15 minutes directly before the adjournment of the meeting. Speakers will be restricted to 3 minutes each. The City Council may, by majority vote, extend the time limit.~~

~~From the dais, the presiding officer will have the ability to control the red/yellow/green light monitor to alert speakers of their time allotment.~~

~~Speakers will not be permitted to make direct or inferred comments on personality conflicts with City Council, commission or staff members and speakers who make personal attacks, campaign endorsements or campaign statements will lose the opportunity of~~

~~addressing the Council in Open Forum.~~

~~City council wishes to The Council will listen during Open Forum and will not give an immediate response to individuals' comments. Council may direct staff to provide a future report on the topic or add to an upcoming meeting agenda. City Council will not take official action on items discussed during Open Forum, except to refer items to staff or commission for future report. Council Members may ask questions for clarification purposes, but they may wish to investigate or research issues before responding. City Council or staff members will respond at a later date.~~

The Open Forum ~~shall~~will be ~~videotaped and/or cablecast recorded and livestreamed via cable access and YouTube.~~

(c) ~~Specific issues scheduled on the During regular agenda items,~~ other than public hearings, if no Council Member raises an objection. If a Council Member raises an objection, a majority vote of the ~~majority of~~ Council Members present may ~~shall determine the appropriateness of approve~~ accepting public comment on the ~~matter under consideration agenda item.~~

(c) ~~Items coming before the Council from the Planning Commission, HRA and other boards and commissions that do not require a public hearing may, by a majority vote of the Council, be the subject for public discussion.~~

(d) Via email subject to the following: Public comment received via email will be distributed to the Council if received before 2:00 p.m. on the day of the Council meeting. Public comment received after 2:00 p.m. on the day of the meeting will be distributed to the Council at the next regularly scheduled meeting. All public comments received via email will become part of the public record and will be archived with the appropriate meeting minutes.

SECTION 6. VOTING

- Subd. 1. Procedure. The votes of the members on any ordinance, resolution or motion pending before the Council ~~shall~~will be by voice vote, unless the Mayor or any Council Member requests that a roll call vote be taken. The presiding officer ~~shall~~will call for a roll call vote whenever a voice vote of the Council is not clear as to the disposition of the action before the Council.
- Subd. 2. Discussion ~~Prior to~~Before the Vote ~~on Any Agenda Item or Council Action Requiring a Vote.~~ Council Members are encouraged to publicly express their reasons for the vote that they will cast on any issue before the Council that requires a Council vote.
- Subd. 3. Excused From Voting. A Council Member may be excused from voting on a matter properly before the Council only with the unanimous consent of the

other members present, unless the member is required by law to abstain from voting. The Council Member must announce the member's intention to abstain prior to the vote being taken. The clerk ~~shall~~will record the abstention as "Abstain—name."

SECTION 7. RULES OF DECORUM

- Subd. 1. Council. While the Council is in session, the members must preserve order and decorum. ~~and a member shall~~may not~~neither~~, by conversation or otherwise, delay or interrupt the proceedings or the peace of the Council, ~~nor~~ disturb any member while speaking, or refuse to obey the orders of the presiding officer.
- Subd. 2. Recognition. Members of the Council ~~shall~~must first be recognized by the presiding officer prior to addressing any other Council member, staff or member of the public. First names will not be used to address Council Members, staff or members of the public at regular Council meetings. First names are encouraged at Work Sessions (see below).
- Subd. 3. Discussion. ~~At the request of any Council Member or the Mayor, or any Council member may bring a motion to limit discussion shall be limited as provided in this subdivision. When the rules of this subdivision are invoked, no member of the Council shall speak more than twice on any question, nor more than five minutes each time without consent of the Council.~~
- Subd. 4. Staff. Members of the City staff ~~shall~~must observe the same rules of order and decorum as are applicable to the City Council.
- Subd. 5. Pertinent to Matter Under Debate. Members of the Council, staff and public ~~shall~~must confine remarks to the matter under debate.
- Subd. 6. Addressing the Council. Each member of the public addressing the Council ~~shall~~must step up to the microphone provided for the use of the public and after being recognized by the presiding officer give his/her name and address city of residence in an audible tone of voice for the records, state the subject to be discussed, and ~~state~~ who the speaker is representing if representing an organization or other persons.

All remarks ~~shall~~must be addressed to the Council as a whole and not to any member thereof. No person other than members of the Council and the person having the floor ~~shall~~will be permitted to enter into any discussion, either directly or through a member of the Council, without permission of the presiding officer.

No question may be asked of a Council Member or a member of the staff without the permission of the presiding officer. The presiding officer may impose a three-minute time limit on remarks by speakers, whenever in the presiding officer's judgment, a time limit is necessary ~~in order~~ to expedite the progress of the meeting or ensure the opportunity for other speakers to be heard. The City Council may, by majority vote, extend the time limit imposed by the presiding officer.

Subd. 7. Spokesman for Group of Persons. In order to expedite matters and to avoid repetitious presentations, whenever any group of persons wishes to address the Council on the same subject matter, ~~it shall be proper for~~ the presiding officer ~~may to~~ request that a spokesperson be chosen by the group to address the Council and, in case additional matters are to be presented by any other member of said group, to limit the number of such persons addressing the Council.

Subd. 8. After Motion. After a motion has been made or a public hearing has been closed, no member of the public ~~shall~~may address the Council from the audience on the matter under consideration ~~without first securing the permission to do so by unless~~ a majority vote of the City Council allows it.

Subd. 9. Conduct. ~~Any member of the Council, staff or person indulging in personal attacks or making impertinent, slanderous, or profane remarks or who willfully utters loud, threatening or abusive language, or engages in any disorderly conduct which would impede, disrupt, or disturb the orderly conduct of any meeting, hearing or other proceeding, shall be called to order by the presiding officer and, if such conduct continues, may at the discretion of the presiding officer, be ordered barred from further audience before the Council during that meeting. If the conduct at any meeting becomes violent, threatening or abusive or disturbs the orderly progression of the meeting, the presiding officer will attempt to call the meeting to order to stop the disruptive conduct. If the conduct continues, the presiding officer may recess the meeting to consult with law enforcement and the city attorney about options to address the conduct.~~

~~Subd. 10. Members of the Audience. No person in the audience shall engage in disorderly conduct such as hand clapping, stamping of feet, whistling, using profane language, yelling, and similar demonstrations, which conduct disturbs the peace and good order of the meeting. If, after being cautioned to cease and desists from such behavior, the behavior continues, the presiding officer may call a recess until such time that the members of the audience refrain from such conduct.~~

SECTION 8. ENFORCEMENTS OF DECORUM

Subd. 1. Warning. ~~All persons shall, at the request of t~~The presiding officer will issue a verbal warning to persons who, be silent. If, after receiving a warning from the presiding officer, a person persists in disturbing the a meeting. If, after receiving a warning from the presiding officer, the person persists in such conduct, the presiding officer may direct said officer may order the person removed fromto leave the meeting. If the person does not remove himself/herself, the presiding officer may order that the Sergeant-at-Arms remove the person. Such person will be readmitted at a future Council meeting as long as there are no further disturbances or disruptions by the person at a future public meeting.

Subd. 2. Sergeant-at-Arms. The Public Safety Director, or such member or members of the Police Department, ~~shall~~will be the Sergeant-at-Arms of the Council meetings. ~~The Public Safety Director or such member or members of the~~

~~Police Department shall~~ Sergeant-at-Arms ~~carry~~carries out all orders and instructions given by the presiding officer or by a majority of the Council present for the purpose of maintaining order and decorum at the Council meeting. Upon instruction of the presiding officer, or a majority of the Council, it ~~shall be~~is the duty of the Sergeant-at-Arms, or any members of the Police Department present, ~~to remove from the meeting any person who intentionally disturbs the proceedings of the Council place any person who violates the order and decorum of the meeting under arrest or restrained, and cause the individual to be prosecuted or civilly restrained, as appropriate.~~

~~Subd. 3. Resisting Removal. Any person who resists removal by the Sergeant-at-Arms may be charged with violating City ordinance or other applicable laws.~~

Subd. 4. Motions to Enforce. Any Council Member may move to require the presiding officer to enforce these rules and the affirmative vote of a majority of the Council present ~~shall~~ requires the presiding officer to do so.

Subd. 5. Recess or Adjournment. ~~In the event that any meeting is willfully disturbed by a person or group of persons so that orderly conduct of the meeting is not feasible, and when order cannot be restored by the removal of individuals who are creating the disturbance, the meeting may be adjourned with the remaining business considered at the next regular meeting or at a special meeting called by the presiding officer. By a majority vote of those present, the Council may vote to recess or adjourn the meeting to preserve order and decorum or for public safety.~~

SECTION 9. WORK SESSION MEETINGS

Subd. 1. General. Work Session meetings of the City Council ~~may be~~will be held ~~at the call of the Mayor~~as special meetings of the Council. No official Council action will be taken at Work Session meetings.

Subd. 2. Rules of Procedure and Decorum. The Rules of Procedure and Decorum of the City Council shall be observed in Work Sessions so far as they are applicable.

Subd. 3. Audio Recording of Work Sessions. All Council Work Sessions shall be ~~audio taped~~recorded and maintained in the same manner used for recording and maintaining audio ~~tapes~~recordings for regular meetings of the Council.

SECTION 10. CAMERA AND RECORDING DEVICES

Subd. 1. Use of Cameras and Recording Devices Limited. Cameras, including television and motion picture cameras, electronic sound recording devices and any other mechanical, electrical or electronic recording devices may be used in the Council Chamber, but only in such a manner as will cause a minimum of interference with or disturbance of the proceeding of the Council.

SECTION 11. SEPARABILITY

Subd. 1. General. If any section, subdivision, sentence, clause, phrase or portion of

these Rules of Procedure and Decorum is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion ~~shall~~will be deemed a separate, distinct and independent provision and such holding ~~shall~~will not affect the validity of the remaining portions thereof.

SECTION 12. ITEMS PRESENTED TO COUNCIL

- Subd. 1. General. ~~Any and a~~All written materials, documents and other materials presented to the City Council at a Regular, Special or Work Session meeting including but not limited to maps, models, pictures and drawings ~~shall~~ become the property of the City.

SECTION 13. ORDINANCES AND RESOLUTIONS

- Subd. 1. Introduction and Adoption. All legislation of the City ~~shall~~must be by ordinance. Ordinances, resolutions and other matters requiring Council action ~~shall~~will be introduced by a member of the Council. The City Manager or Department Director may present ordinances, resolutions and other matters for consideration.
- Subd. 2. Readings. Every ordinance ~~shall~~ receives two readings before the Council prior to final adoption. An ordinance need not be read in full unless a member of the Council requests such a reading.
- Subd. 3. Emergency Ordinances. An emergency ordinance is an ordinance necessary for the immediate preservation of the public peace, health and morals, safety, or welfare in which the emergency is defined and declared in the preamble.
- Subd. 4. Amendments. Amendments may be made to a proposed ordinance after either its first or second reading.
- Subd. 5. City Charter Provisions. The procedure for the adoption of ordinances and resolutions ~~shall~~must conform to the requirements of the Charter.
- Subd. 6. Public Hearing Requirements. Public hearings will be held only for those matters required by State law or City Charter.

SECTION 14. ATTENDANCE AT COUNCIL MEETINGS

- Subd. 1. Attendance at Council Meetings. Attendance of Council Members at meetings is one of the most important duties imposed by law on members. Member presence to participate in the hearings, deliberations and decisions of the Council is essential to the proper discharge of the member's official duties. ~~RecognizingThe Council recognizes that occasional absences are necessary and excusable due to that it is not always possible for a member to be present at all meetings, and that by reason of~~ business demands, state of health, personal problems, vacations and other matters ~~occasional absences are excusable. Any member of the Council members should shall insofar as possible give as much~~ advance notice ~~as possible~~ to the City Manager ~~stating the meeting at which the member will when they need to~~

be absent.

SECTION 15. RULES OF ORDER

- Subd. 1. Suspension of Rules. The operation and effect of a rule set forth in this [subsectiondocument](#) may be suspended upon the unanimous vote of the Council.

(Rev. 07/23/01)

(Rev. 12/10/01)

(Rev. 05/08/07)

(Rev. 05/27/08)

(Rev. 02/28/17)

RESOLUTION NO. XXXXX

Motion by:
Seconded by:

**RESOLUTION ADOPTING RULES OF PROCEDURE AND
DECORUM FOR CITY COUNCIL MEMBERS**

WHEREAS, it is appropriate for the City Council to establish rules of procedure and decorum for Council meetings and Board and Commission meetings; and

WHEREAS, the Richfield City Code, Section 205.13, subd. 2(c) provides that the City Council may adopt such special rules by ordinance or resolution from time to time as necessary; and

WHEREAS, the City Council last updated its rules of procedure and decorum in 2017 and has determined that it is appropriate to amend these rules of procedure and decorum so that they are consistent with applicable laws and practices of the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Richfield, as follows:

1. The attached rules of procedure and decorum are hereby amended and established.
2. These rules shall remain in effect until modified by resolution of the City Council. This resolution supersedes Resolution No. 11335.
3. These rules shall be interpreted, wherever possible, so as to be consistent with the rules set forth in the City Code. In the case of any irreconcilable conflict between these rules and the rules in the City Code, the rules in the City Code shall prevail.

Adopted by the City Council of the City of Richfield, Minnesota this XXth day of Month, 2025.

VOTING AYE

- ☐ **Supple, Mary**
- ☐ **Burk, Walter**
- ☐ **Christensen, Sharon**
- ☐ **Coleman-Woods, Rori**
- ☐ **Hayford Oleary, Sean**

VOTING NAY

- ☐ **Supple, Mary**
- ☐ **Burk, Walter**
- ☐ **Christensen, Sharon**
- ☐ **Coleman-Woods, Rori**
- ☐ **Hayford Oleary, Sean**

Mary B. Supple, Mayor

ATTEST:

Michelle Friedrich, City Clerk

RICHFIELD CITY COUNCIL RULES OF PROCEDURE AND DECORUM

SECTION 1. PURPOSE

- Subd. 1. General. To enhance the concept of effective and democratic government, it is essential that a legislative body establish formal rules of procedure and decorum so that a true deliberative process will be observed and not disturbed.

SECTION 2. GENERAL

- Subd. 1. Law. The City Charter, Ordinances, and State Statutes governing the City Council will be followed and supplemented by these Rules of Procedure and Decorum of the City Council. These Rules of Procedure and Decorum are adopted pursuant to the authority in Section 3.03 of the City Charter.
- Subd. 2. General Rules. In all matters of parliamentary procedures, the Council will be governed by the latest printed edition of the STURGIS STANDARD CODE OF PARLIAMENTARY PROCEDURE as published from time to time except as modified by these rules and the rules set forth in Section 205 of the City Code.

SECTION 3. COUNCIL MEETINGS

- Subd. 1. Regular Meetings. Regular meetings of the Council will be held, without necessity for notice, every second and fourth Tuesday commencing at 7:00 p.m. in the City Council Chambers, 6700 Portland Avenue, Richfield, Minnesota.
- Subd. 2. Other Locations. The Council may, from time to time, elect to meet at other locations and upon such election will give public notice of the change of location in accordance with State law and the City Charter.
- Subd. 3. Location During Local Emergency. If, by reason of emergency, it is unsafe to meet in the regular meeting location, meetings may be held for the duration of the emergency at another location designated by the Mayor after consultation with the City Manager.
- Subd. 4. Special Meetings. The Mayor or any two members of the Council may call a special meeting of the Council upon at least 12 hours notice to each member of the Council. The notice may be by personal delivery, telephone, or other electronic means. Special meeting notices will not be published, but will be posted at City Hall and on the City's website.

SECTION 4. PRESIDING OFFICER

- Subd. 1. Who Presides. The Mayor presides at all meetings of the Council. In the absence of the Mayor, the Mayor Pro Tem presides. The presiding officer has the power to preserve strict order and decorum at meetings, enforce the rules of procedure, and determine without debate, subject to the final decision of the Council on appeal, all questions of procedure and order.

Subd. 2. Appeal of the Ruling of the Presiding Officer. Any member of the Council may appeal from a ruling of the presiding officer. If the appeal is seconded, the member may speak once solely on the question involved and the presiding officer may explain the ruling, but no other Council Member may participate in the discussion. The appeal will be sustained if it is approved by a majority vote.

Subd. 3. Rights of the Presiding Officer. The presiding officer may speak on any question and make motions and second motions.

SECTION 5. AGENDA

Subd. 1. Matters for Consideration. Matters for Council action may be submitted by members of the Council and residents to the City Manager.

Subd. 2. Preparation. The City Manager's Office will prepare the agenda of business for each regular Council meeting. The agenda will be completed by 4:30 p.m. on the Friday preceding a meeting. Full agenda packets will be provided to each Council Member as far in advance of the meeting as possible.

Subd. 3. Order of Business at Regular Meetings. At the hour appointed for the regular meeting of the City Council, the meeting shall be called to order by the presiding officer. If a quorum is present, the City Council shall then proceed with its business in the following manner:

- (a) Call to Order
- (b) Pledge of Allegiance
- (c) Approval of Agenda
- (d) Approval of Minutes
- (e) Open Forum
- (f) Presentations and Proclamations
- (g) Consent Calendar
- (h) Consideration of Items, if any Removed from Consent Calendar
- (i) Public Hearings
- (j) Proposed Ordinances
- (k) Resolutions
- (l) Other Business
- (m) City Manager's Report
- (n) Council Discussion
- (o) Closed Session (if applicable)
- (p) Adjournment

Subd. 4. Varying Order of Business. The presiding officer may vary the order of business.

Subd. 5. Minutes. Subdivision 1. Approval of Minutes. The clerk will provide a copy of the minutes of each meeting to each Council Member with the agenda of the next regular meeting. If such copies have been distributed to Council Members in advance of the next regular meeting of the Council the minutes may be approved without verbatim reading. Amendments or corrections proposed by any member of the Council will be made by the clerk, but no amendment to which objection is raised by any member will be

made without the approval of a majority of the Council.

Subd. 2. General Contents of Minutes. The clerk will record all material matters considered by the Council in the minutes. Minutes will be summary minutes. Ordinances, resolutions, communications and claims considered by the Council need not be recorded in full in the minutes if they appear in other permanent records of the clerk and can be accurately identified from the description given in the minutes. The Council may, in its discretion, direct that any one of the above be fully set out in the minutes.

Subd. 6. Consent Agenda. The City Manager may place certain items of business on a consent calendar. A member of the Council wishing to remove any item from the consent calendar may do so at the time that the consent calendar is reached on the general Council agenda. Any item removed from the consent calendar will become one of the regular agenda items of the meeting. All items not so removed from the consent calendar may be passed by a single, non-debatable motion. Matters proposed by the City Manager for the consent agenda are those that the City Manager deems to be of a routine, non-controversial nature.

Subd. 7. Items Not on the Agenda. The Council may add items to the agenda with a majority vote of the Council. The Council may not amend the agenda to include any item that requires public notice or a hearing.

Subd. 8. Presentation of Agenda Item. A Council Member will introduce each agenda item followed by the presiding officer's opening of the item for Council discussion. Oral summaries of staff reports on agenda items will not be given by staff, but the City Manager and appropriate staff will stand for questions and clarification on items.

Subd. 9. Public Participation. Members of the public may address the City Council as follows:

During public hearings, of the public may address the Council. Speakers will be limited to 3 minutes. Individuals will not be permitted to give their time to others. The City Council may, by majority vote, extend the time limit.

All persons wishing to speak during the Open Forum may register with the City Manager's office no later than 4:00 p.m. on the day of the regularly scheduled Council meeting or by completing an Open Forum registration card and returning it to a staff member.

Registration will include their name, their city of residence, and the topic on which they wish to speak. Staff will provide a list of the Open Forum speakers to the presiding officer at the start of each Open Forum.

The Council will listen during Open Forum and will not give an immediate response to individuals' comments. Council may direct staff to provide a future report on the topic or add to an upcoming meeting agenda. The Open Forum will be recorded and livestreamed via cable access and YouTube.

- (c) During regular agenda items, other than public hearings, if no Council Member raises an objection. If a Council Member raises an objection, a majority vote of the Council Members present may approve accepting public comment on the agenda item.
- (d) Via email subject to the following: Public comment received via email will be distributed to the Council if received before 2:00 p.m. on the day of the Council meeting. Public comment received after 2:00 p.m. on the day of the meeting will be distributed to the Council at the next regularly scheduled meeting. All public comments received via email will become part of the public record and will be archived with the appropriate meeting minutes.

SECTION 6. VOTING

- Subd. 1. Procedure. The votes of the members on any ordinance, resolution or motion pending before the Council will be by voice vote, unless the Mayor or any Council Member requests that a roll call vote be taken. The presiding officer will call for a roll call vote whenever a voice vote of the Council is not clear as to the disposition of the action before the Council.
- Subd. 2. Discussion Before the Vote. Council Members are encouraged to publicly express their reasons for the vote that they will cast on any issue before the Council that requires a vote.
- Subd. 3. Excused From Voting. A Council Member may be excused from voting on a matter properly before the Council only with the unanimous consent of the other members present, unless the member is required by law to abstain from voting. The Council Member must announce the member's intention to abstain prior to the vote being taken. The clerk will record the abstention as "Abstain—name."

SECTION 7. RULES OF DECORUM

- Subd. 1. Council. While the Council is in session, the members must preserve order and decorum. Members may not, by conversation or otherwise, delay or interrupt the proceedings or the peace of the Council, disturb any member while speaking, or refuse to obey the orders of the presiding officer.
- Subd. 2. Recognition. Members of the Council must first be recognized by the presiding officer prior to addressing any other Council member, staff or member of the public. First names will not be used to address Council Members, staff or members of the public at regular Council meetings. First names are encouraged at Work Sessions (see below).
- Subd. 3. Discussion. The Mayor or any Council member may bring a motion to limit discussion on any question.
- Subd. 4. Staff. Members of the City staff must observe the same rules of order and decorum as are applicable to the City Council.
- Subd. 5. Pertinent to Matter Under Debate. Members of the Council, staff and public

must confine remarks to the matter under debate.

- Subd. 6. Addressing the Council. Each member of the public addressing the Council must step up to the microphone provided for the use of the public and after being recognized by the presiding officer give his/her name and city of residence in an audible tone of voice for the records, state the subject to be discussed, and who the speaker is representing if representing an organization or other persons.

All remarks must be addressed to the Council as a whole and not to any member thereof. No person other than members of the Council and the person having the floor will be permitted to enter into any discussion, either directly or through a member of the Council, without permission of the presiding officer.

No question may be asked of a Council Member or a member of the staff without the permission of the presiding officer. The presiding officer may impose a three-minute time limit on remarks by speakers, whenever in the presiding officer's judgment, a time limit is necessary to expedite the progress of the meeting or ensure the opportunity for other speakers to be heard. The City Council may, by majority vote, extend the time limit imposed by the presiding officer.

- Subd. 7. Spokesman for Group of Persons. In order to expedite matters and to avoid repetitious presentations, whenever any group of persons wishes to address the Council on the same subject matter, the presiding officer may request that a spokesperson be chosen by the group to address the Council and, in case additional matters are to be presented by any other member of said group, to limit the number of such persons addressing the Council.

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- Subd. 2. Sergeant-at-Arms. The Public Safety Director, or such member or members of the Police Department, will be the Sergeant-at-Arms of the Council

meetings. The Sergeant-at-Arms carries out all orders and instructions given by the presiding officer or by a majority of the Council present for the purpose of maintaining order and decorum at the Council meeting. Upon instruction of the presiding officer, or a majority of the Council, it is the duty of the Sergeant-at-Arms, or any members of the Police Department present, to place any person who violates the order and decorum of the meeting under arrest or restrained, and cause the individual to be prosecuted or civilly restrained, as appropriate.

Subd. 4. Motions to Enforce. Any Council Member may move to require the presiding officer to enforce these rules and the affirmative vote of a majority of the Council present requires the presiding officer to do so.

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Subd. 1. General. Work Session meetings of the City Council will be held as special meetings of the Council. No official Council action will be taken at Work Session meetings.

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SECTION 15. RULES OF ORDER

- Subd. 1. Suspension of Rules. The operation and effect of a rule set forth in this document may be suspended upon the unanimous vote of the Council.

(Rev. 07/23/01)
(Rev. 12/10/01)
(Rev. 05/08/07)
(Rev. 05/27/08)
(Rev. 02/28/17)
(Rev. 08/12/25)