



Richfield City Council Agenda

September 23, 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 September 9, 2025, and (2) City Council Regular Meeting from September 9, 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. **Appoint 2025 Election Judges for ISD 280 School Board Election.**
 - c. **Consider approval of the 2025-2026 Emergency Preparedness agreement with the City of Bloomington.**
 - d. **Consider approval of a lease agreement between the City of Richfield and Spohn's Automotive, Inc., for the private use of a portion of a City-owned parking lot located north of Diagonal Boulevard and east of Cedar Avenue South.**
 - e. **Consider approval of a resolution authorizing staff to submit an application for a Hennepin County Play Area Grant in the amount of \$300,000 for the purchase of new features at the Richfield Outdoor Pool, and authorizing staff to enter into a grant agreement, if awarded.**
 - f. **Consider the approval of prime contract change order #003 for the Wood Lake Nature Center building project in the amount of \$662,545.37 to address delays resulting from federal grant compliance and other changes impacting the Guaranteed Maximum Price.**
 - g. **Consider the adoption of a resolution authorizing acceptance of Office of Traffic Safety (OTS) funds for an extension on an original four-year grant to fully fund an officer dedicated to DWI enforcement in Richfield.**
 - h. **Consider approval of a resolution authorizing staff to submit an application for a Hennepin County Lifeguard Services Grant in the amount of \$50,000 to assist with the hiring and retention of lifeguard staff at the Richfield Outdoor Pool, and authorizing staff to enter into a grant agreement, if awarded.**
 - i. **Consider authorizing the purchase of Self-Contained Breathing Apparatus (SCBA) units and related equipment for \$315,235, with billing scheduled in budget year 2026, from Maqueen Emergency Group, and authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration.**
8. **Consideration of Items, if Any Removed From Consent Calendar**
9. **Public Hearings**
 - a. **Consider the second reading and hold a public hearing for an ordinance amendment to the Richfield City Code Appendix D (Fee Schedule) related to building, planning, and zoning fees and hold a public hearing and second reading.**
10. **Proposed Ordinances**

- a. **Approve the second reading of an ordinance regulating the use and licensing of short-term rentals and related fees in Appendix D, and a resolution authorizing summary publication of the ordinance.**

11. Resolutions

- a. **Adopt the attached resolutions establishing the 2026 preliminary budget and property tax levy, setting the date for the Truth in Taxation hearing, authorizing budget revisions, authorizing revision of 2025 department budgets, and approving City fees for 2026.**
- b. **Approve Resolution Updating the City Council Rules of Procedure and Decorum.**

12. Other Business

- a. **Approve Resolution of Participation in a Private Paid Family and Medical Leave Plan (MetLife) and Establishing Premium Sharing For The 2026-2027 Plan Year.**

13. City Manager's Report

14. Council Discussion

- a. **Hats off to Hometown Hits**

15. 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

City Council Work Session

September 9, 2025

ITEM #1	CALL TO ORDER
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Mayor Supple called the work session to order at 5:46 p.m. in the Bartholomew Room.

Council Present: Mary Supple, Mayor; Sharon Christensen, Walter Burk, Sean Hayford Oleary.

Council Absent: Rori A. Coleman-Woods

Katie Rodriguez, City Manager; Kristin Asher, Public Works Director; Chad Donelly, Assistant Utilities Superintendent; Olivia Wycklendt, Project Engineer; Mattias Oddsson, Water Resources Engineer; Russ Lupkes, Utilities Superintendent; Courtney DesCamps, Senior Analyst; and Mark McKinley, Administrative Assistant.

ITEM #2	ITEM DISCUSSION
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- A. Discuss proposed 2026 Utility Rates and potential revisions to the 2026-2030 Utilities CIB/CIP.

City Manager Rodriguez opened the meeting with a summary of the agenda and introduced Public Works Director Asher.

Public Works Director Asher presented the staff report, providing an overview of proposed changes to the 5-Year Capital Improvement Program and Enterprise Fund Outlooks. Council discussed the potential impact of the 2026 utility rates on Richfield homeowners. Following the discussion, there was unanimous consent to increase the utility rates by 7% for water, 2% for sanitary sewer, and 10% for stormwater, as recommended by staff.

- B. Flood-Risk Area Prioritization Presentation

Oddsson and Wycklendt presented the staff report on flood-risk area prioritization. Council discussed mitigation opportunities for stormwater impacts. Both City staff and Council emphasized the importance of coordinating with relevant stakeholders to address high-priority flood-risk concerns.

ITEM #3	ADJOURNMENT
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Mayor Supple adjourned the work session at 6:32 p.m.

Date Approved: September 23, 2025

Mary B. Supple
Mayor

Mark McKinley
Administrative Assistant

Katie Rodriguez
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Regular Council Meeting

September 9, 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; and Sean Hayford Oleary.

Council Absent: Rori A. Coleman-Woods.

Staff Present: Katie Rodriguez, City Manager; Mary Tietjen, City Attorney; Sam Crosby, City Planner; Jennifer Anderson, Support Services Manager; Brittany Bartlett, Equity Coordinator; and Mark McKinley, Administrative Assistant.

Others Present: None.

ITEM #2	PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE FOR THE ANNUNCIATION SCHOOL VICTIMS AND THEIR FAMILIES
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Mayor Supple led the Pledge of Allegiance. She offered her deepest condolences to the Annunciation victims and their families.

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

Motion carried: 4-0

ITEM #4	APPROVAL OF MINUTES
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MOTION: made by Council Member Christensen, seconded by Council Member Burk, to approve the minutes of the (1) City Council Work Session from August 26, 2025, and (2) City Council Regular Meeting from August 26, 2025.

Motion carried: 4-0

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 that more information on submitting comments can be reviewed at www.richfieldmn.gov/citycouncil.

Candace (last name not specified), a Richfield resident, noted that it is unclear if the limit is for the property or for the owner, referring to agenda item 10b. She stated the report mentions concerns about aesthetics and blocking the sidewalks. Candance noted RVs, and large vehicles also create the same problems, and stated those situations should be addressed. She shared a personal story of using a storage pod to clear out her late mother’s home and noted she was issued a citation after only 29 days. Candace also expressed concern with the enforcement of these codes and the equity issues.

ITEM #6	PROCLAMATIONS AND PRESENTATIONS
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A. Proclamation Celebrating Hispanic Heritage Month

Mayor Supple invited Principal Garcia from Sheridan Hills to accept the proclamation then read aloud the proclamation.

Principal Garcia thanked the Council and thanked them for the opportunity to represent the Latino community and receive the proclamation.

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

A. Approve Disbursements/Claims

U.S. BANK	09/05/2025
A/P Checks: (08/22/2025-09-05-25)	\$1,934,670.15
Payroll (08/29/2025)	<u>\$1,115,192.22</u>
TOTAL	\$3,049,862.37

B. Consider the approval of the first reading of an ordinance amending Richfield City Code Appendix D (Fee Schedule) related to building, planning, and zoning fees, and schedule a public hearing for the second reading for the September 23, 2025, Council meeting.

C. Consider a resolution approving the Affordable Housing Trust Fund 2025 Revised Budget and 2026 Budget.

**RESOLUTION NO. 12334
RESOLUTION ADOPTING AN AFFORDABLE HOUSING TRUST FUND BUDGET
FOR THE YEAR 2025 REVISED AND 2026**

- D. Consider the approval of a resolution for reimbursement of certain expenditures from the proceeds of general obligation bonds to be issued by the City for the Veterans Memorial Park project.

**RESOLUTION NO. 12335
DECLARING THE OFFICIAL INTENT OF THE CITY OF RICHFIELD TO
REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF BONDS TO
BE ISSUED BY THE CITY WITH RESPECT TO THE VETERANS MEMORIAL PARK
PROJECT**

- E. Consider setting the date for a public hearing regarding municipal consent for Project 2 of the I-494 Corridor Vision, to be held on October 28, 2025.

MOTION: made by Council Member Hayford Oleary, seconded by Council Member Burk, to approve the consent calendar.

Motion carried: 4-0

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

ITEM #9	PUBLIC HEARINGS
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None.

ITEM #10	PROPOSED ORDINANCES
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- A. Consider the approval of the second reading of an ordinance pertaining to the feeding of wildlife and resolution and summary publication of said ordinance.

Council Member Christensen presented the Staff Report.

Manager Anderson stated that this is a regular update to the City Code. She noted that they have been receiving many complaints regarding residents excessively feeding wildlife in their yards.

Mayor Supple stated that the Council would proceed with two separate motions, each to be made and voted on individually.

MOTION: made by Council Member Christensen, seconded by Council Member Hayford Oleary to approve the second reading of an ordinance pertaining to the feeding of wildlife and resolution.

Council Member Hayford Oleary stated that a clerical error was made in the code that needs to be corrected.

**BILL NO. 2025-06
AN ORDINANCE AMENDING SUBSECTION 905.40 OF THE RICHFIELD CODE OF ORDINANCES PERTAINING TO FEEDING WILD ANIMALS**

Motion carried: 4-0

MOTION: made by Council Member Hayford Oleary, seconded by Council Member Burk, to approve the summary publication of said ordinance.

**RESOLUTION NO. 12336
RESOLUTION APPROVING SUMMARY PUBLICATION OF AN ORDINANCE AMENDING SECTION 905.40 OF THE CITY CODE**

Motion carried: 4-0

- B. Consider approval of a second reading of an ordinance pertaining to temporary outdoor portable storage containers and corresponding resolution authorizing summary publication of said ordinance.

Council Member Hayford Oleary presented the Staff Report.

Council asked if ownership changes throughout the year should be addressed, referring to a question raised by the public. Support Services Manager Anderson stated that ownership changes are sent to the present owner rather than the property.

MOTION: made by Council Member Hayford Oleary, seconded by Council Member Christensen, to approve the second reading of an ordinance pertaining to temporary outdoor portable storage containers.

**BILL NO. 2025-07
AN ORDINANCE AMENDING SECTIONS 1135 AND 925 OF THE RICHFIELD CODE OF ORDINANCES PERTAINING TO TEMPORARY OUTDOOR PORTABLE STORAGE CONTAINERS**

Motion carried: 4-0

MOTION: made by Council Member Hayford Oleary, seconded by Council Member Christensen, to approve the resolution authorizing summary publication of said ordinance.

**RESOLUTION NO. 12337
RESOLUTION APPROVING SUMMARY PUBLICATION OF AN ORDINANCE AMENDING SECTIONS 1135 AND 925 OF THE CITY CODE**

Motion carried: 4-0

- C. Consider a second reading and summary publication of ordinance changes related to multifamily development regulations, MR-2 and MR-3 zoning district updates.

Council Member Burk presented the Staff Report.

MOTION: made by Council Member Burk, seconded by Council Member Hayford Oleary, to approve the second reading of ordinance changes related to multifamily development regulations, MR-2 and MR-3 zoning district updates.

**BILLS NO. 2025-08 through 2025-14
SEVEN ORDINANCES AMENDING THE RICHFIELD MUNICIPAL CODE
REGARDING MULTIFAMILY HOUSING DEVELOPMENT REGULATIONS**

Motion carried: 4-0

MOTION: made by Council Member Burk, seconded by Council Member Hayford Oleary, to approve summary publication of ordinance changes related to multifamily development regulations, MR-2 and MR-3 zoning district updates.

**RESOLUTION NO. 12338
RESOLUTION APPROVING SUMMARY PUBLICATION OF SEVEN ORDINANCES
MODIFYING THE MUNICIPAL CODE IN RELATION TO MULTIFAMILY HOUSING
DEVELOPMENT REGULATIONS (MR-2 AND MR-3 DISTRICT CODE UPDATES)**

Motion carried: 4-0

ITEM #11	RESOLUTIONS
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None.

ITEM #12	OTHER BUSINESS
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None.

ITEM #13	CITY MANAGER'S REPORT
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City Manager Rodriguez shared information regarding the comments from Mr. Lowry and his concerns about speeding. She noted that he requested a written response from Police Chief Henthorne, and the written response has been sent out.

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

Council Member Christensen stated she had nothing to report.

Council Member Hayford Oleary stated that the Transportation Commission had its annual bike tour of Richfield last week. He thanked Matt Harddeger, Jake Whipple, and Joe Powers for helping organize the event.

Council Member Burk stated that he attended the presentation by City Staff regarding the flood plan for the City. He thanked staff for their work and for making it available to the public.

Mayor Supple expressed appreciation to Richfield residents who are willing to help and advocate for their neighbors.

ITEM #15	ADJOURNMENT
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MOTION: made by Council Member Christensen, seconded by Council Member Hayford Oleary, to adjourn the meeting at 7:36 p.m.

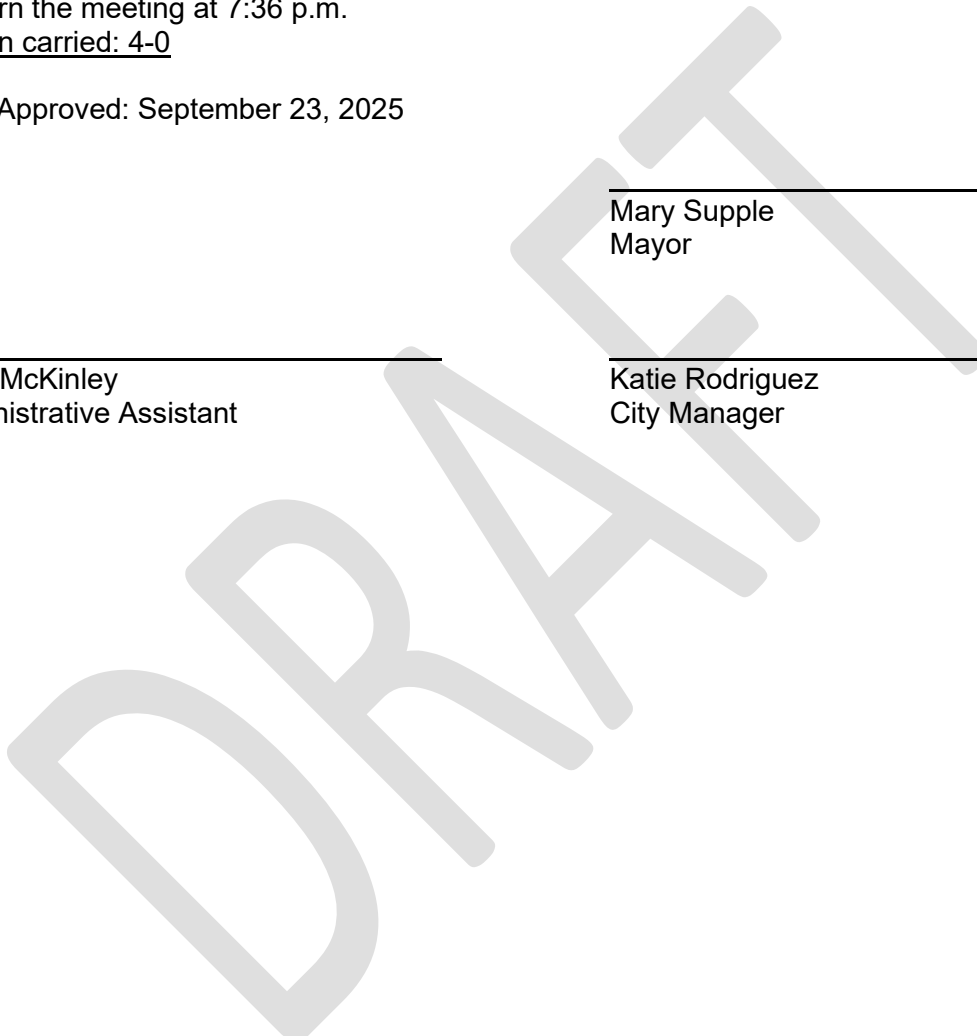
Motion carried: 4-0

Date Approved: September 23, 2025

Mary Supple
Mayor

Mark McKinley
Administrative Assistant

Katie Rodriguez
City Manager





**OPEN FORUM
REGISTRATION CARD**

Date 9/23/25

Name KATHLEEN BALABAN

Richfield Resident? YES / NO

Email KBALABAN@EMCOORGANICS.COM

(If you would like a response to your open forum comments,
please provide your email address)

Topic Council's Commission
minutes

Comments CONSISTENCY IN WEBSITES

Audience: Please remain quiet while others are giving testimony. Loud objections, clapping, or other disruptive behavior can be intimidating to those who may wish to testify with a view point. **Thank you! Your voice matters.**

Public Record: Your participation and anything you share in the meeting will be a part of the public record. This means anyone can access information you chose to share.



**OPEN FORUM
REGISTRATION CARD**

Date 9/23/2025

Name Rod Sather

Richfield Resident? **YES** / NO

Email RSRMSATHER@MSN.COM

*(If you would like a response to your open forum comments,
please provide your email address)*

Topic short term rentals

Comments WHAT does the city staff recommend?

Audience: Please remain quiet while others are giving testimony. Loud objections, clapping, or other disruptive behavior can be intimidating to those who may wish to testify with a view point. **Thank you! Your voice matters.**

Public Record: Your participation and anything you share in the meeting will be a part of the public record. This means anyone can access information you chose to share.



**OPEN FORUM
REGISTRATION CARD**

Date 9/23/2025

Name phil lowry

Richfield Resident? YES / NO

Email philip lowry

*(If you would like a response to your open forum comments,
please provide your email address)*

Topic transportation

Audience: Please remain quiet while others are giving testimony. Loud objections, clapping, or other disruptive behavior can be intimidating to those who may wish to testify with a view point. **Thank you! Your voice matters.**

Public Record: Your participation and anything you share in the meeting will be a part of the public record. This means anyone can access information you chose to share.

Comments



City Council Meeting 9/23/2025
Agenda Section: Consent Calendar
Agenda Item: 7.b.

Report Prepared By:
Michelle Friedrich, City Clerk

Department Director:
Sack Thongvanh, Assistant City Manager

Item for Consideration:
Appoint 2025 Election Judges for ISD 280 School Board Election.

EXECUTIVE SUMMARY

The General Election is on November 4, 2025. Election judges are assigned to precincts based on availability and party balance. There are 98 election judges available to assist with the election.

An absentee ballot board must also be established per Minnesota Statutes, Section 203B.121. The absentee ballot board will examine all received absentee ballot envelopes and accept or reject absentee ballots.

HISTORICAL CONTEXT

Minnesota Statute 204B.21 Subd. 2 provides that election judges for precincts in a municipality shall be appointed by the governing body of the municipality and that the appointments be made at least 25 days before the election at which the election judges will serve.

RECOMMENDED ACTION

BY MOTION: Adopt a resolution appointing election judges and an absentee ballot board for the General Election of November 4, 2025.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

The Richfield City Clerk office is committed to ensuring equity and inclusivity in elections for all election judges and for our community.

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

The City Council is required by State Statute 204B.21, Subd. 2, to make election judge appointments.

CRITICAL TIMING ISSUES

Election judge appointment is a requirement per State Statute 204B.21, Subd. 2. The draft resolution contains names of those qualified individuals who have indicated a willingness and ability to serve as an election judge for the General Election on November 4, 2025.

FINANCIAL IMPACT

N/A

LEGAL CONSIDERATIONS

The City Council must appoint election judges to serve at elections to comply with Minnesota

Statute 204B.21, Subd. 2. The list of election judges come from a list of people who have indicated their interest in serving as an election judge to the County Auditor pursuant to the provisions of M.S. 204B.21 Subd. 1, and those who have previously served or indicated interest in serving. Resident and non-residents can complete an application for consideration to serve as an election judge to the County Auditor pursuant to the provisions of M.S. 204B.21 Subd. 1.

ALTERNATIVE RECOMMENDATION(S)

N/A

ATTACHMENTS

- 1. 09-23_Resolution No. Elections

RESOLUTION NO. XXXXX

Motion by:
Seconded by:

**RESOLUTION APPOINTING ELECTION JUDGES AND AN ABSENTEE BALLOT BOARD FOR THE
GENERAL ELECTION BEING HELD ON NOVEMBER 4, 2025**

WHEREAS, Minnesota Election Law 204B.21 requires election judges for precincts in a municipality be appointed by the governing body of the municipality; and

WHEREAS, the City of Richfield is required to appoint election judges to serve at the General Election to be held on November 4, 2025; and

WHEREAS, a list of individuals qualified and trained to serve as election judges has been submitted to the City Council and is attached hereto as Exhibit A and is also on file in the office of the City Clerk.

WHEREAS, the city is responsible for establishing an Absentee Ballot Board as authorized under Minn. Stat. 203B.121, and authorizes the City Clerk to oversee the appointment and procedural processes of the Absentee Ballot Board; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield, Minnesota, that the individuals named on Exhibit A, and on file in the office of the City Clerk, be and hereby are appointed to serve as Election Judges, including but not limited to Absentee Ballot Board Judges, Absentee Voting Election Judges, and Election Day Judges, for the General Election to be held on November 4, 2025.

BE IT FURTHER RESOLVED that the City Clerk is authorized to make any necessary substitutions or additions as needed to ensure proper staffing of all election-related duties, and to assign judges as required for all aspects of the election process.

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**

Passed and adopted by the City Council of the City of Richfield, Minnesota this 23rd day September, 2025.

Mary B. Supple, Mayor

ATTEST:

Michelle Friedrich, City Clerk

RESOLUTION NO. XXXXX

Exhibit A

General Election Judges

Robert Alexander
Joyce Anderson
Michelle Ansorge
John Ashmead
James Barnett
Barbara Bauer
Matthew Bell
Valerie Belton
Rosalie Bjorkman
Kenneth Boie
Madelyn Boie
Linda Boyd
James Breiffeller
Meredith Bruzek
Elizabeth Burlingame
Willis Cahill
Milissa Carter
Mary Clark
Amy Cook
Scott Dahlquist
Julie Danielson
Blue Delli quanti
Cynthia Dubansky
Joanne Ehren Dahlquist
Mary Elliott
Jose Escobedo
Mary Jo Fadell
Beverly Fritz
Dean Gade
M. Susan Gilham
Allison Glass
Jade Goswami
Jane Greene
Rebecca Guarino
Danielle Gunderson
Bradley Hanson
Mary Hayden
Dennis Heidelberg
Linda Hinz

Emilie Jensen
Janell Joyner
Andy Kahn
Amanda Kaiser
James Kaiser
Janet Karnick
Karen Kegley
Carol Kellett
John Kelly
Mary Kelly
Erica Klein
Erica Klein
Barbara Knoll
Nathan Knox
Katie Lankton
Helen Lapakko
Joan Lash
Mandee Liberty
Emily Lodermeier
Kathleen McDonough
Mark McKinley
Sarah Musgrave
Carol Nelson
Susan Nielsen
Marilyn Nienkerk
Wallace Olson
Paul Peichel
Wayne Peterson
Carol Petkoff
Susan Poore
Donald Rhodes
Holly Rhodes
Thomas Ritchie
Amy Rittenhouse
Jay Rossom
Robert Sakkinen
Michael Sawyer
Maureen Scaglia
Lynn Schoonmaker
Margaret Schow

Anne Schuette
Savana Sieckert
K. Lashel Solberg
Brett Stursa
Elaine Swanson
John Swanson
Roger Swanson
Kristin Swenson
Matthew Taraldsen
Mary Jo Tuttle
John Twisk
Lindy Venustus
Stephanie Vizecky
Lois Webb-Bradford
Emily Wecker
Karin Wolverton
Charles Wright
Amy Yescavage
Michael Zazzera



Report Prepared By:

Jennifer Anderson, Support Services Manager

Department Director:

Jay Henthorne, Police Chief

Item for Consideration:

Consider approval of the 2025-2026 Emergency Preparedness agreement with the City of Bloomington.

EXECUTIVE SUMMARY

The City of Richfield has contracted with the City of Bloomington for emergency preparedness response work for more than 20 years. Richfield will receive \$54,536 for the July 1, 2025 - June 30, 2026 grant cycle, with \$2,000 being held back for staff time, training, planning and exercise in public health emergency preparedness activities.

HISTORICAL CONTEXT

The Public Health Emergency Preparedness and Cities Readiness Initiative response work is specifically for regional preparedness planning, exercise, training and activity work. The cities of Bloomington, Edina, and Richfield have received this funding for 22 years and continue to plan and train for unforeseen events including, but not limited to, bioterrorism, infectious disease, and other threats to public health.

RECOMMENDED ACTION

BY MOTION: Approve the 2025-2026 agreement with the City of Bloomington, using public health emergency preparedness grant funds distributed by a federal grant from the Centers for Disease Control, to provide services in the area of public health emergency preparedness/bioterrorism and the ongoing development of a response system.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

The Richfield Police Department works to ensure this funding/or this agreement benefits the community as a whole, including low-income communities, communities of color, and the disability community.

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

The City of Richfield became a Local Public Health agency in 1977, making the city eligible to receive these grant funds for the development of a public health emergency response system specific to Richfield and the needs of the community.

CRITICAL TIMING ISSUES

These funds are part of a nationwide effort by the federal government to respond to serious public health emergencies, including threats of bioterrorism.

FINANCIAL IMPACT

Richfield's grant allocation for July 1, 2025 through June 30, 2026, is \$54,536. This is down \$1,850.00 from last year's grant of \$56,386.

LEGAL CONSIDERATIONS

The City Attorney has reviewed the contract and approved its contents.

ALTERNATIVE RECOMMENDATION(S)

The City Council could decide not to approve the contract with the City of Bloomington for public health emergency preparedness services. This would mean the city would have to hire a staff person to assume the grant responsibilities we are required to meet. Current staff capacity can not meet this requirement. This would result in a significant budget increase.

ATTACHMENTS

1. Exhibit A (2)
2. 2025-1037 - City of Richfield - Agreement

Public Health Emergency Preparedness (PHEP) Grant Duties for Community Health Boards (CHBs) and Tribal Health (TH)

BUDGET PERIOD 2 (BP2) JULY 1, 2025- JUNE 30, 2026

Administrative Duties (Applies to Base, X, Y, Z)

A.1 Work plan: Identify PHEP funded activities and timelines in REDCap. Due **August 29, 2025**. Review completed work plan with Public Health Preparedness Consultant (PHPC) for approval.

A.2 Reporting: Provide quarterly updates on PHEP funded activities in REDCap.

A.3 Maintain accounts:

- CHBs: PartnerLink, MN Responds, MN.TRAIN, MNTrac (as applicable)
- THs: PartnerLink, MN.TRAIN

A.4 Attend meetings and trainings: Participate in MDH-led public health preparedness, response, and recovery meetings and trainings.

A.5 After Action and Improvement Plan Reports (AAR-IP): After exercises, drills, or real incidents, complete an AAR-IP and submit required data elements in REDCap within 60 days following the end of exercise or incident.

A.6 Health Care Coalition participation:

- CHBs must participate in regional health care coalition meetings, trainings, and events.
- Tribes are encouraged to participate in regional health care coalition meetings, trainings, and events.

A.7 Regional representation in Health Care Coalition leadership committees: CHBs must have regional representation in leadership committees and must share updates with their region.

A.8 Equipment purchases: Information on equipment purchases must be submitted at year-end based on current requirements.

A.9 Provide quarterly updates on public health preparedness **staffing vacancies**, to include:

- Job title of vacant position(s).
- Full-time or part-time status of position(s).
- Date each position was opened and date filled.
- Hiring challenges.

A.10 Participation in **partner exercises**: CHBs/TH will participate in local, regional, and state-level exercises, when feasible. When participating, the CHB/TH will ensure the role of public health is clearly identified and/or at least one public health objective is addressed.

A.11 800 MHz radio test: Conduct one 800 MHz radio test during the budget period. This is only applicable to CHB/TH that own or have access to 800 MHz radios

Base Grant Duties (Applies to Base, X, Y, Z)

B.1 CHBs will respond to state **Health Alert Network (HAN)** messages:

- Forward *alerts* within one hour.
- Forward *advisories* within 24 hours.
- Distribute messages to HAN recipients as requested by the state.
- Tracking of local response rates is encouraged, although not required.

*Exception: Applies to TH only if receiving alerts and advisories directly from MDH.

B.2 CHBs will maintain a **HAN Contact List** and ensure they:

- Maintain two or three contacts for each hospital and primary clinic.
 - Note: A contact that directs email to a shared inbox could be used in lieu of multiple contacts.
- Maintain contacts for additional providers (e.g., ophthalmology, urgent care, dialysis centers, long-term care) as feasible.

*Exception: Applies to TH only if receiving alerts and advisories directly from MDH.

B.3 CHBs and TH will complete a **risk assessment** once every **five years**.

- Use jurisdiction risk assessment (JRA) or another risk assessment tool.

B.4 CHBs and TH will report on a new or updated **risk assessment** data in REDCap to include:

- Date of the most recent JRA.
- Top five risks identified.
- Date of the next JRA.
- Responses to additional required questions.

B.5 CHBs and TH will submit updated open and closed **POD locations** via REDCap **twice** during BP2 by the following dates:

- **September 30, 2025**
- **March 31, 2026**

B.6 CHBs will conduct an **annual volunteer call-down drill**:

- Complete an AAR-IP and report volunteer call-down drill data elements in REDCap.
- Note: A response to an actual event with a volunteer activation can fulfill this requirement.

B.7 CHBs will identify and implement **one to three corrective actions** from the Volunteer Call-Down Drill AAR-IP.

B.8 CHBs will **communicate regularly with registered volunteers** (MN Responds) to support retention and increase volunteer engagement:

- Required frequency of communication:
 - Base/X: At least two times per year.
 - Y/Z: At least four times per year.
- Note: Call-down drills do not meet this grant duty.
- Examples: share materials, preparedness news, or public health updates, and provide information about training opportunities.

B.9 CHBs and TH will review and update the **Multi-Year Integrated Preparedness Plan (MYIPP)** based on:

- AAR-IPs and corrective actions.
- Jurisdictional risk assessment findings.
- Local priorities.
- Completed MYIPP activities and related work.

B.10 CHBs and TH will participate in the MDH **behavioral health response and recovery planning assessment**.

- The assessment will outline key components of plans and/or annexes, including partner resource, such as human and social services.
- The assessment will be available by **December 31, 2025**.

B.11 CHBs and TH will write or revise their **Administrative and Budget Preparedness Plan**.

- CHBs and TH will attend an Administrative and Budget Preparedness virtual training offered by MDH staff.
 - Training will be offered by **September 30, 2025**.
- Collaborate with relevant stakeholders when writing or updating your Administrative & Budget Preparedness Plan, such as:
 - City/county administrators, legal counsel, fiscal managers, human resources, emergency managers, or Tribal representatives.

B.12 CHBs and TH will participate in **two virtual trainings** on data and disaster readiness, response, and recovery (if offered).

- Build foundational knowledge about using public health data in disaster scenarios.

B.13 CHBs and TH will select and complete **three POETE** (Planning, Organizing, Equipping, Training, Exercising) **activities** from your **MYIPP**.

- At least one POETE element must involve training.
- At least one POETE element must be writing or updating a plan.
- Align activities to prepare for PHEP BP4 Statewide Full-Scale Exercise (FSE).

- Exercise activities, if selected, must be in addition to the other required exercises and must complete an AAR-IP and submit required data elements in REDCap.

B.14 CHBs and TH will conduct or participate in a **discussion-based exercise focusing on the ICS (Incident Command System)** activation process.

- The exercise must include discussion on when ICS is activated, levels of activation, and public health’s role (lead or support).
- Complete an AAR-IP and submit required data elements in REDCap.
- This duty is in addition to requirements in duty B.13.

B.15 CHBs and TH will conduct the required **high consequence infectious diseases (HCID)** discussion exercise.

- MDH EPR will provide required scenario and objectives for this exercise to support preparation for the PHEP BP4 statewide full-scale exercise.
- Jurisdictional specific objectives may be added.
- Collaboration with regional health care coalitions and MDH’s field services epidemiologists is encouraged.
- This duty is in addition to requirements in duty B.13.
- Complete an AAR-IP and submit required data elements in REDCap.

B.16 CHBs and TH will **participate in the avian influenza exercise** coordinated by the regional health care coalition, if invited.

- CHBs and TH will identify public health’s role in the response.
- CHBs and TH are not required to write a separate AAR-IP. However, CHBs and TH are required to participate in the hotwash and report in REDCap on any areas of improvement and corrective actions identified for your jurisdiction.

Tiered Grant Duties (Applies to Y, Z)

CHB Y Level Requirement:

Y.1 Implement **two MYIPP POETE activities** in addition to all POETE activities listed in the Base duties.

- At least one POETE element must be an exercise. Complete an AAR-IP and submit required data elements in REDCap.
- Collaboration in planning and implementing activities with the regional health care coalition is encouraged.

CHB Z Level Requirement:

Z.1 Implement **five MYIPP POETE activities**, in addition to all POETE activities listed in the Base duties.

- At least one POETE element must be writing or updating a plan.
- At least one POETE element must be a training.
- At least one POETE element must be an exercise. Complete an AAR-IP and submit required data elements in REDCap.

PHEP BP2 GRANT DUTIES

- Collaboration in planning and implementing activities with the regional health care coalition is encouraged.

Minnesota Department of Health
Emergency Preparedness and Response Division
625 Robert Street North
PO Box 64975
St. Paul, MN 55164-0975
651-201-5700
health.epr@state.mn.us
www.health.state.mn.us

To obtain this information in a different format, call: 651-201-5700

Public Health Emergency Preparedness (PHEP) Grant Duties for Cities Readiness Initiative (CRI) Jurisdictions

BUDGET PERIOD 2 (BP2) JULY 1, 2025 - JUNE 30, 2026

Recurring and Base Grant Duties (All CRI Jurisdictions)

CRI.1 Provide critical contact information to MDH on an MDH-provided form. Test and validate critical contact information annually.

CRI.2 Create an annual workplan by August 15, 2025. Review quarterly with CRI Planner.

CRI.3 Attend annual CRI workshop.

CRI.4 Participate in MDH-led exercises, including:

- A tabletop exercise conducted at the CRI Workshop. Complete an AAR-IP for your jurisdiction and submit required data elements in REDCap.
- A chemical incident discussion-based exercise. Primary objectives will be to discuss potential public health roles, functions, and countermeasures when responding to a large-scale chemical incident. Contribute to an AAR-IP and complete any corrective actions for your jurisdiction.
- A biological discussion-based exercise. Primary objectives will be to discuss potential public health roles, functions, and countermeasures when responding to a large-scale biological incident. Contribute to an AAR-IP and complete any corrective actions for your jurisdiction.
- Other exercises, if required.

CRI.5 Conduct or participate in 800 MHz radio drill -- if applicable and part of your plan, at local, regional, or state level. Complete or contribute to an AAR-IP and submit required data elements in REDCap.

CRI.6 Verify dates of MOUs for POD locations, and update when expiration date is within one year. Verify 24/7 contact info for both open and closed POD staff.

CRI.7 Review and update medication dispensing anthrax plan/annex and create or update medication dispensing anthrax POD flow map, including throughput estimates. Incorporate COVID-19 improvement plans into updates.

CRI.8 Review and update vaccine administration plan/annex. Create or update vaccine administration POD flow map, including throughput. Incorporate COVID-19 improvement plans into updates.

CRI.9 Conduct a POD operations-based exercise. This can be a setup drill at an open or closed POD site or a POD functional exercise based on the needs of your jurisdiction. Complete an AAR-IP and submit required data elements in REDCap.

Additional Grant Duties for Highest Funded CRI Jurisdictions (Anoka, BER, Dakota, Hennepin, Minneapolis, St. Paul/Ramsey, Scott, Washington)

CRI.10 Be an evaluator at another CRI jurisdiction's POD setup drill.

CRI.11 Create or update plan to dispense and/or administer medication and/or vaccine to local government essential workers.

CRI.12 Participate in the project for evaluating technology for tracking of medications and vaccine. Actively participate in a Minnesota Community of Practice call concerning current technologies and tracking of medications and vaccines.

CRI.13 Participate in four mobile vaccination planning discussions, led by MDH's MCM team at quarterly CRI meetings. Share information statewide in a written format determined by MDH. This may include a document outlining capacity for mobile vaccination campaigns.

CRI.14 Participate in monthly or as-needed planning discussions on local caches of critical supplies and cache levels.

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PUBLIC HEALTH PREPAREDNESS SERVICES AGREEMENT

BETWEEN THE MINNESOTA CITIES OF BLOOMINGTON AND RICHFIELD

THIS AGREEMENT is made on _____ (“Effective Date”) by and between **CITY OF BLOOMINGTON**, a Minnesota municipal corporation located at 1800 West Old Shakopee Road, Bloomington, Minnesota 55431-3027, (“Bloomington”), and **CITY OF RICHFIELD, MINNESOTA**, a Minnesota municipal corporation located at 6700 Portland Avenue South, Richfield, Minnesota 55423 (“Richfield”). Bloomington and Richfield are herein referred to collectively as the “Parties.”

RECITALS

- A. Bloomington warrants and represents that its Division of Public Health is a duly certified public health agency operating in accordance with all applicable federal and state requirements.
- B. Bloomington’s Division of Public Health provides Public Health Emergency Preparedness Services to respond to bioterrorism, infectious disease, and other threats to public health including, but not limited to, coordination, assessment, planning and exercise, response, surveillance, notification, and training (“PH Emergency Preparedness Services”). Bloomington also provides services and activities to improve the mass dispensing of medicines and medical supplies through the Cities Readiness Initiative (“CRI Services”).
- C. Richfield wishes to promote, support, and maintain the health of its residents by providing PH Emergency Preparedness Services and CRI planning activities to its residents, and desires to contract with Bloomington to provide such PH Emergency Preparedness Services and CRI Services, funding these services via Minnesota Department of Health (“MDH”) grant dollars, subject to the grant compliance timelines provided by MDH.
- D. Bloomington is willing to provide such PH Emergency Preparedness Services and perform such CRI Services to residents of Richfield on the terms and conditions in this Agreement.

NOW, THEREFORE, based on the Recitals above and in consideration of the terms and conditions expressed in this Agreement, Bloomington and Richfield agree as follows:

AGREEMENT

1. **Services to be Provided.** Bloomington agrees to provide the residents of Richfield with PH Emergency Preparedness Services and CRI Services as described in the Scope of Services attached to this Agreement as Exhibit A or any supplemental letter agreements, or both, entered into between Bloomington and Richfield (the “Services”). The Services referenced in the attached Exhibit A or any supplemental letter agreements shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by public health entities currently providing similar services.
2. **Time for Completion.** This Agreement shall remain in force and effect commencing from July 1, 2025 and continuing until June 30, 2026 unless terminated by either party or amended pursuant to the Agreement.
3. **Consideration.** The consideration, which Richfield shall pay to Bloomington shall not exceed \$52,536.00, as set forth in Exhibit B and incorporated into this Agreement by reference.
4. **Approvals.** Bloomington will secure Richfield’s written approval before making any expenditures, purchases, or commitments on Richfield’s behalf beyond those listed in the Services. City’s approval may be provided via electronic mail.
5. **Termination.** Notwithstanding any other provision hereof to the contrary, either party may terminate this Agreement for any reason upon giving thirty (30) days’ written notice to the other party. In the event of termination:
 - a. The quarterly payment next due shall be prorated and paid for only the period ended on the date of termination, and Richfield shall pay such reduced quarterly payment for the period ended on the date of the termination. Richfield shall pay Bloomington within fifteen (15) days after receipt of Bloomington’s invoice;
 - b. The Parties may take whatever action at law or in equity that may appear necessary or desirable to collection damages arising from a default or violation to enforce performance of this Agreement; or
 - c. The provisions of this section will continue and survive terminate of the Agreement.
6. **Amendments.** Except as expressly permitted by this Agreement, no amendments may be made to this Agreement except in writing signed by both parties.
7. **Records/Inspection.** Pursuant to Minnesota Statutes § 16C.05, subd. 5, Parties agrees that the books, records, documents, and accounting procedures and practices of the Parties, that are relevant to the contract or transaction, are subject to examination by the other party and the state auditor or legislative auditor for a minimum of six years. Both Parties shall maintain such records for a minimum of six years after final payment. These obligations survive termination of this Agreement.

8. Indemnification.

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

9. Insurance. To the extent allowed by law, the Parties agree to maintain the following insurance coverages, in an amount equal to, or greater than, the minimum limits described below, and upon request, to provide the other with a certificate of insurance evidencing such coverages:

- a) Commercial General Liability in the amount of at least \$1,500,000.00 per occurrence for bodily injury or death arising out of each occurrence, as well as \$1,500,000 per occurrence for property damage. In the alternative, each party may maintain a general aggregate of at least \$2,000,000. Each party agrees to name the other party as an additional insured on its Commercial General Liability and to provide an endorsement of such status. In addition, each party agrees to notify the other party thirty (30) days prior to cancellation or a change in any of the aforementioned insurance policies. All insurance must be provided at the respective party's expense and at no additional cost to the other party.

c) Bloomington agrees to maintain Workers' Compensation Insurance as required by Minn. Stat. §176.18.

10. **Assignment and Subcontracting.** Neither Richfield nor Bloomington shall assign, subcontract, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement, in whole or in part, without the written consent of the other except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Bloomington from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist it in the performance of Services required by this Agreement. Any instrument in violation of this paragraph is null and void.
11. **Independent Contractor.** Bloomington shall be deemed an independent contractor. Bloomington's duties will be performed with the understanding that Bloomington has special expertise as to the Services that Bloomington is to perform and is customarily engaged in the independent performance of the same or similar services for others. All required equipment and personnel shall be provided or contracted for by Bloomington. The manner in which the Services are performed shall be controlled by Bloomington; however, the nature of the Services and the results to be achieved shall be specified by Richfield. The parties agree that this is not a joint venture and the parties are not co-partners. Bloomington is not to be deemed an employee or agent of Richfield and has no authority to make any binding commitments or obligations on behalf of Richfield except to the extent expressly provided in this Agreement. All Services provided by Bloomington pursuant to this Agreement shall be provided by Bloomington as an independent contractor and not as an employee of Richfield for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.
12. **Compliance with Laws.** Parties shall exercise due care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date Bloomington agrees to provide the Services.
13. **Entire Agreement.** This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between Richfield and Bloomington and supersedes any other written or oral agreements between Richfield and Bloomington. This Agreement can only be modified in writing signed by Richfield and Bloomington. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
14. **Third Party Rights.** The parties to this Agreement do not intend to confer on any third party any rights under this Agreement.

15. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Hennepin County, Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise. These obligations survive termination of this Agreement.
16. **Conflict of Interest.** Bloomington shall use reasonable care to avoid conflicts of interest and appearances of impropriety in representation of Richfield. In the event of a conflict of interest, Bloomington shall advise Richfield and either secure a waiver of the conflict or advise Richfield that it will be unable to provide the Services.
17. **Work Products and Ownership of Documents.** All records, information, materials and other work products, including, but not limited to the completed reports, drawings, plans, and specifications prepared and developed in connection with the provision of Services pursuant to this Agreement shall become the property of Richfield, but reproductions of such records, information, materials and other work products in whole or in part may be retained by Bloomington. Regardless of when such information was provided, Bloomington agrees that it will not disclose for any purpose any information Bloomington has obtained arising out of or related to this Agreement, except as authorized by Richfield or as required by law. These obligations survive termination of this Agreement.
18. **Agreement Not Exclusive.** Bloomington retains the right to hire other PH Emergency Preparedness Services and CRI Services for other matters, in Bloomington's sole discretion.
19. **Data Practices Act Compliance.** Any and all data provided to to either Party, received from either Party, created, collected, received, stored, used, maintained, or disseminated by either Party pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and any applicable nondisclosure agreements. Parties agree to notify the other party within three (3) business days if it receives a data request from a third party. This paragraph does not create a duty on the part of either Party to provide access to public data to the public if the public data are available from the Party, except as required by the terms of this Agreement. These obligations survive termination of this Agreement.
20. **No Discrimination.** Parties agree not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement. Parties agree to comply with Americans with Disabilities Act, as amended ("ADA"), Section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Each Party agrees to hold harmless and indemnify the other party from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of these laws by Party or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and

subcontractors. Upon request, the Parties shall provide accommodation to allow individuals with disabilities to participate in all Services under this Agreement. Parties agree to utilize its own auxiliary aid or service in order to comply with ADA requirements for effective communication with people with disabilities.

21. **Authorized Agents.** Richfield's authorized agent for purposes of administration of this Agreement is Jennifer Anderson, the Health Administrator/Support Services Manager, or designee. Bloomington's authorized agent for purposes of administration of this Agreement is Nicholas Kelley, the Public Health Administrator, who shall perform or supervise the performance of all Services.

22. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

Richfield: City of Richfield, Registered business address: 6700 Portland Avenue South, Richfield, Minnesota 55423;

Attn: Jennifer Anderson; jenniferanderson@richfieldmn.gov; 612-861-9881;

City: City of Bloomington, 1800 West Old Shakopee Road, Bloomington, MN 55431;

Attn: Nicholas Kelley, nkelley@Bloomingtonmn.gov, 952-563-4962;

or such other contact information as either party may provide to the other by notice given in accordance with this provision. A convenience copy may be provided electronically.

23. **Waiver.** No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.

24. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit or affect the scope and intent of this Agreement.

25. **Mediation.** Both parties agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation at the Conflict Resolution Center, 2101 Hennepin Avenue, Suite 100, Minneapolis, Minnesota 55405. In the event mediation is unsuccessful, either party may exercise its legal or equitable rights.

26. **Publicity.** Bloomington and Richfield shall develop language to use when discussing the Services. Richfield agrees that any publicity regarding the Services or the subject matter of this Agreement must not be released unless it complies with the approved language. Bloomington cannot use Richfield's logo or state that Richfield endorses its services without Richfield's advanced written approval.

27. **Severability.** In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.
28. **Signatory.** Each person executing this Agreement (“Signatory”) represents and warrants that he/she/they is duly authorized.
29. **Counterparts and Electronic Communication.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be transmitted by electronic mail in portable document format (“pdf”) and signatures appearing on electronic mail instruments shall be treated as original signatures.
30. **Recitals.** Bloomington and Richfield agree that Recitals are true and correct and are fully incorporated into this Agreement.

[Signature pages follow.]

IN WITNESS WHEREOF, City and Richfield have caused this Services Agreement to be executed by their duly authorized representatives on the respective dates indicated below.

CITY OF BLOOMINGTON, MINNESOTA

DATED: BY: _____

Its:

Reviewed and approved by the City Attorney.

Melissa J. Manderschied

CITY OF RICHFIELD, MINNESOTA

DATED: BY: _____

Its: Mayor

BY: _____

Its: City Manager

**EXHIBIT A TO SERVICES AGREEMENT BETWEEN THE MINNESOTA CITIES OF
BLOOMINGTON AND RICHFIELD**

SCOPE OF SERVICES

**EXHIBIT B TO SERVICES AGREEMENT BETWEEN THE MINNESOTA CITIES OF
BLOOMINGTON AND RICHFIELD**

TERMS OF PAYMENT

- A. Richfield shall pay Bloomington the total not-to-exceed amount of \$52,536 during the term of this Agreement for services outlined below:
 - 1. \$36,036 for PH Emergency Preparedness Services; and
 - 2. \$16,500 for CRI Services

- B. The amounts above will be paid according to the following terms:
 - 1. Bloomington shall invoice Richfield for Services identified on Exhibit A, as follows:

Invoice Date:	Amount:
Upon Contract Execution	\$13,134.00
December 1, 2025	\$13,134.00
March 1, 2026	\$13,134.00
June 1, 2026	\$13,134.00

Payment shall be made within 30 days of receipt by Richfield of Bloomington’s invoice.



Report Prepared By:
Scott Kulzer, Senior Analyst

Department Director:
Kristin Asher, Public Works Director

Item for Consideration:

Consider approval of a lease agreement between the City of Richfield and Spohn's Automotive, Inc., for the private use of a portion of a City-owned parking lot located north of Diagonal Boulevard and east of Cedar Avenue South.

EXECUTIVE SUMMARY

- In July 2025 the City of Richfield acquired a parcel of land bounded on the east by Cedar Avenue South and on the west by Trunk Highway 77 between 69th Street and Diagonal Boulevard from MnDOT. The defining physical feature of the land is a large asphalt parking lot.
- The City of Richfield will utilize this newly acquired property for a public works storage and staging site, with the goal of constructing site improvements in 2026.
- When the City acquired the land MnDOT had an existing lease with Spohn's Automotive, Inc., dba John's Auto Shop & Transmission Shop, Inc., located at 6958 Cedar Ave S and 6938 Cedar Ave S respectively.
- The City has determined it does not need the entirety of the site at this time and would be agreeable to leasing the southernmost 15 spaces of the parking lot to Spohn's Automotive, Inc., effectively continuing the lease arrangement the business had with MnDOT.
- Spohn's Automotive, Inc., utilizes the leased parking lot space for employee parking and temporary storage of customer vehicles while they await service or replacement parts.
- The lease term is for 5 years with the option to extend for an additional 5-year term.
- Both parties retain the right to cancel the lease at any time for any reason with a 30-day written notice.

HISTORICAL CONTEXT

See Executive Summary section.

RECOMMENDED ACTION

BY MOTION: Approve the lease agreement between the City of Richfield and Spohn's Automotive, Inc., for the private use of a portion of a City-owned parking lot located north of Diagonal Boulevard and east of Cedar Avenue South.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

- Entering into this lease with Spohn's Automotive, Inc., furthers the *Diversified Tax Base* outcome in the Strategic Plan by ensuring the City supports the needs of its businesses where possible.
- This lease will further equity goals by ensuring local businesses remain in the immediate community so residents have a car repair option right in their neighborhood.

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

- Contracts, agreements, and leases must be approved by the City Council.

CRITICAL TIMING ISSUES

- If the lease is approved at this meeting it will be effective beginning October 1, 2025.
- If the lease is not approved at this meeting it will need to be amended to reflect a later effective date.

FINANCIAL IMPACT

- Public Works staff reviewed other similar leases the City entered into for parking lot space to determine the annual rent for the parking lot space.
- When calculating the rent, staff factored in a 3% annual inflationary increase and then spread the total for the 5-year term evenly so each annual rent payment was equal to keep things simple administratively.
- For the 2025-2030 lease term, Spohn's Automotive, Inc., will pay the City \$2,092 annually for use of the space.
- For the extended 2030-2035 lease term, Spohn's automotive will pay the City \$2,425 annually for use of the space.

LEGAL CONSIDERATIONS

- The City Attorney drafted the lease agreement and will be available to answer questions.

ALTERNATIVE RECOMMENDATION(S)

None.

ATTACHMENTS

1. Spohns Transmission Shop Lease 2025-2030

LEASE AGREEMENT

This Lease Agreement (this "Lease") dated as of the 5TH day of September, 2025, by and between the City of Richfield, a Minnesota municipal corporation ("Landlord") and Spohn's Automotive, Inc., a Minnesota corporation ("Tenant").

1. **LEASED PREMISES.** The property includes that certain real property adjacent to the intersection of Cedar Avenue and Diagonal Blvd in Richfield, Minnesota, as depicted on Exhibit A ("Leased Premises").
2. **TERM.** In consideration of Tenant's performance of its obligations under this Lease, Landlord hereby leases the Leased Premises to Tenant for a term commencing on the 1st day of October, 2025 ("Commencement Date"). The Term of this Lease shall expire five (5) years from the Commencement Date, on the 30th day of September, 2030, unless sooner terminated as provided for in this Lease.
3. **RENT.** Rent for the entire term of this Lease shall be in the set amount of Ten Thousand Four Hundred and Sixty Dollars (\$10,460.00), (the "Rent"), payments to be made in annual payments in the amount of Two Thousand Ninety-Two Dollars (\$2,092.00) to be paid on October 1st of each year during the Term of this Lease.
4. **USE OF PREMISES.** Tenant shall use the Leased Premises for the following purpose only: seasonal parking for Tenant's employees, customers, licensees and invitees and for no other use whatsoever. Tenant shall comply with all applicable laws, ordinances and governmental regulations, and all recorded covenants and restrictions affecting the Leased Premises and the use of the Leased Premises, including, but not limited to the City's sign regulations. Failure to comply will not relieve Tenant of the obligation to pay rent. Tenant shall not do anything in or about the Leased Premises which will in any way impair or invalidate the obligation of the insurer under any policy of insurance required by this Lease. Tenant shall not use the Leased Premises for the storage, handling, transportation or disposal of any Hazardous Substance, Hazardous Waste, pollutant, or contaminant as those terms are defined in 42 U.S.C. Section 9601 ("CERCLA") or Minnesota Statutes Chapter 115B ("MERLA").
5. **PROPERTY TAXES.** The property that is the subject of this Agreement is currently tax exempt. Should the Leased Premises become subject to taxation, Tenant shall be responsible for paying to the county the real estate taxes attributable to the Leased Premises, or its prorated amount if the term of this Lease is sooner terminated as provided for in this Lease. Tenant shall be responsible for any special assessments levied against the Property incurred during the term of this Lease.
6. **CONDITION OF THE LEASED PREMISES.** Tenant is familiar and satisfied with the present physical condition of the Leased Premises. Tenant accepts the Leased Premises in an "as is" condition with no obligation on the part of the Landlord to maintain, repair, or replace anything in the Leased Premises. Tenant shall keep the Leased Premises in good condition at Tenant's own expense, and shall not call on Landlord to make improvements or repairs.

7. EXTENSION OF TERM. Landlord hereby grants to Tenant one option to extend the term of this Lease for five (5) years, subject to the following terms and conditions:

- i. Tenant is not in default under this Lease; and
- ii. Tenant delivers to Landlord, not later than one (1) year prior to the end of the original Term written notice exercising its option to extend the Term. If Tenant fails to give such timely notice, Tenant shall have waived its right to extend the Term, and the option to extend the Term shall terminate; and
- iii. Rent shall be Twelve Thousand One Hundred Twenty-Five Dollars (\$12,125.00) for the five (5) year extended term (the "Rent"), payments to be made in annual payments in the amount of Two Thousand Four Hundred Twenty-Five Dollars (\$2,425.00) to be paid on October 1st of each year during the extended Term of this Lease; and
- iv. The other terms and conditions of the lease extension shall be as set out in this Lease; and
- v. Landlord and Tenant shall execute and deliver appropriate documentation to evidence the extension of the term and the terms and conditions of this Lease during the extension term.

The rights of Tenant under this paragraph shall not be severed from this Lease or separately sold, assigned, or otherwise transferred, and shall expire on the expiration or earlier termination or cancellation of this Lease.

8. CONSTRUCTION OF IMPROVEMENTS. Tenant shall not make any additions or improvements in or to the Leased Premises without Landlord's prior written consent. Landlord's consent shall not be unreasonably withheld. Any signage on the Leased Premises placed by Tenant must also be approved in advance by the City and may require a sign permit.

9. NO WARRANTY OF CONDITION OF LEASED PREMISES. Landlord makes no warranties or representations of any kind in connection with the quality or condition of the Leased Premises, or its fitness for use for a particular purpose. Tenant shall rely solely upon prior inspections Tenant has made in connection with the transaction contemplated by this Lease, including Tenant's use and occupancy of the Leased Premises under previous lease agreements. Landlord and Tenant agree that, except as otherwise specifically provided herein, the Leased Premises is leased and Tenant accepts possession of the Leased Premises as of the Commencement Date "As Is, Where Is, With All Faults."

10. CHARGES AND EXPENSES. Tenant shall pay when due all utility charges and any other charges or expenses connected with Tenant's use of the Premises.

11. INDEMNIFICATION. Except where because of Landlord's gross negligence, willful misconduct, or failure to act in the manner required by this Lease, Tenant will indemnify, defend, and save harmless Landlord from and against all liabilities, damages, claims, fines, penalties, costs and other expenses, including reasonable attorneys' fees, that may be imposed upon, incurred by, or asserted against Landlord by reason of any or all of the following: (a) any personal injury or property damage occurring to the Leased Premises caused by Tenant or its

employees, agents, licensees, or invitees; (b) any willful misconduct on the part of Tenant, its employees, agents, licensees, or invitees; (c) any failure by Tenant, its employees, agents, licensees or invitees to comply with any requirements of any governmental authority; (d) any prosecution or defense of any suit or other proceeding in discharging the Leased Premises or any part thereof from any liens, judgments, or encumbrances, created upon or against the same or against Tenant's leasehold estate; (e) any proceedings in obtaining possession of the Leased Premises after the termination of this Agreement by forfeiture or otherwise; (f) any litigation commenced by or against Tenant to which Landlord is made a party without any fault on the part of Landlord; and (g) any failure on the part of Tenant to perform or comply with any covenant or agreement required by Tenant hereunder.

12. ACCESS TO THE LEASED PREMISES. Nothing in this Lease shall be deemed to limit Landlord's right to have access to the Leased Premises, or to exercise its remedies under the Lease, or to take other similar action with respect to the Leased Premises as a responsible landlord would elect. Tenant agrees to permit Landlord and its authorized representatives to enter the Leased Premises at all times during usual business hours for the purpose of inspecting the same and conducting such investigations, measurements and assessments as may be desired by Landlord.

13. CANCELLATION. This Lease shall be subject to cancellation by either party at any time during the term hereof by giving the other party notice in writing at least 30 days prior to the date when the cancellation will become effective. In the event of cancellation, Tenant shall have no further obligation to pay any future annual rent as described in Paragraph 3 of this Agreement, and Tenant agrees that it has no right to prorated Rent. Tenant hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this Lease by Landlord, including any cancellation or termination for highway purposes (as determined solely by the Landlord). Tenant agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the Lease. Tenant agrees not to sue or institute any legal action against Landlord based upon any of the claims released in this paragraph.

14. INSURANCE. Prior to execution of this Lease by Landlord, Tenant shall provide Landlord with a properly executed certificate(s) of insurance which Tenant has acquired at its own expense, and shall clearly evidence the insurance policies as described in this paragraph.

"All Risk" fire and extended coverage insurance insuring its personal property, furniture, trade fixtures, inventory, business records, and leasehold improvements against loss from all insurable events for the full replacement value thereof; and b) comprehensive general public liability insurance, providing coverage on an "occurrence" and not a "claims made" basis, covering the acts of Tenant, its employees, agents, representatives, and guests and insuring against all claims arising from injury to persons or damage to property in or about the Leased Premises, in a single amount of not less than \$1,500,000.00 for personal injury or death and not less than \$1,500,000.00 for property damage and fire legal liability; and \$2,000,000.00 aggregate coverage. All such insurance shall name the City as an additional insured and shall provide for thirty (30) days' written notice to the City prior to cancellation or material modification and 10

days' notice for non-renewal. Certificates of all such insurance shall be delivered to the City prior to Tenant's occupancy of the Leased Premises.

15. WAIVERS OF CLAIMS. Tenant hereby waives and releases all claims, liabilities, and causes of action against Landlord and its officials, agents, and employees for loss or damage to, or destruction of, the Leased Premises or any portion thereof, including improvements situated thereon, resulting from fire, explosion or the other perils covered by standard "all risk" insurance, whether caused by the negligence of any of said persons or otherwise. Tenant hereby waives and releases all claims, liabilities and causes of action against Landlord and its officials, employees and agents for loss or damage to, or destruction of, personal property of the Tenant, located in, upon or about the Leased Premises resulting from fire, explosion or the other perils covered by standard "all risk" insurance, whether caused by the negligence of any said persons or otherwise.

16. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease or sublet the Leased Premises.

17. DEFAULT BY TENANT – LANDLORD'S REMEDIES. The following occurrences are "events of default":

- i. Tenant defaults in the payment of Rent when due, and such default continues for five (5) days after written notice from Landlord; however, Tenant will not be entitled to more than one notice of default in payment of rent during any twelve month period, and if, within twelve months after any such notice, any rent is not paid when due, an event of default shall have occurred without Landlord providing further notice to Tenant.
- ii. Tenant breaches any of the other agreements, terms, covenants, or conditions which this Lease requires Tenant to perform, and such breach continues for a period of thirty (30) days after notice by Landlord to Tenant.

At any time after the occurrence of either of the above events of default, Landlord may terminate this Lease upon giving written notice to Tenant and may then re-enter and take possession of the Premises in such manner as allowed or provided by law. Tenant shall pay Landlord all costs and expenses, including attorney's fees, in any successful action brought by Landlord to recover unpaid rent, or to recover damages for breach of any of the other covenants, agreements, terms, or conditions which this Lease requires Tenant to perform, or to recover possession of the Leased Premises.

18. HOLDING OVER, TENANT AT SUFFERANCE. If Tenant remains in possession of the Leased Premises after the expiration or termination of this Lease without an extension of the Lease or the execution of a new Lease for the Leased Premises, Tenant shall be deemed to be occupying the Leased Premises as a Tenant at sufferance, subject to all conditions, provisions, and obligations of this Lease in effect on the last day of the term.

19. SURRENDER OF THE LEASED PREMISES. At the expiration or sooner termination of this Lease, Tenant shall leave the Premises in as good condition as when delivered to Tenant (except for ordinary wear and any loss covered by insurance payment to Landlord).

20. RELOCATION ASSISTANCE. Tenant agrees the Leased Premises is unimproved land used for parking, and that, displacement of Tenant by cancellation or termination of this Lease, or by moving out prior to cancellation or termination of this Lease, is not classified as “displaced persons” and is not eligible for relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and its amendments. By signing this Lease, Tenant acknowledges and agrees that they are not a displaced person.

21. NOTICE. Except as otherwise expressly provided in this Lease, any notice, demand, or other communication under the Lease of any related document by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified United States Mail, postage prepaid, return receipt requested, or delivered personally to:

(a) in the case of Tenant: Spohn’s Automotive, Inc.
Attn: Don or Clint Spohn
6958 Cedar Avenue S.
Richfield, MN 55423

(b) in the case of Landlord: City of Richfield
Attn: City Manager
6700 Portland Ave
Richfield, MN 55423

22. ENTIRE AGREEMENT AND AMENDMENT. This Lease constitutes the entire agreement between Landlord and Tenant affecting the Leased Premises and there are no other agreements, either oral or written, between them. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and executed in the same form and manner in which this Lease is executed.

23. MISCELLANEOUS.

- i. Governing law. The laws of the State of Minnesota shall govern this Lease.
- ii. Authority to Execute. Each party represents and warrants to the other that (i) it has the full right, power and authority to execute this Lease and has the power to grant all rights hereunder; (ii) its execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on said party; and (iii) the execution and delivery of this Lease, and the performance of its obligations hereunder, have been duly authorized by all necessary personnel or corporate officers and do not violate any provision of law or the party’s certificate of incorporation or bylaws or any other arrangement, provision of law or court order or decree.
- iii. No Partnership. By executing this Lease, the parties are not establishing any joint undertaking, joint venture, or partnership. Each party shall act solely for its own account.
- iv. Severability. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.


IN WITNESS WHEREOF, Landlord and Tenant has caused these presents to be executed in form and manner sufficient to bind them at law, as of the day and year first above written.

LANDLORD
CITY OF RICHFIELD

By: _____
Mary B. Supple, Mayor

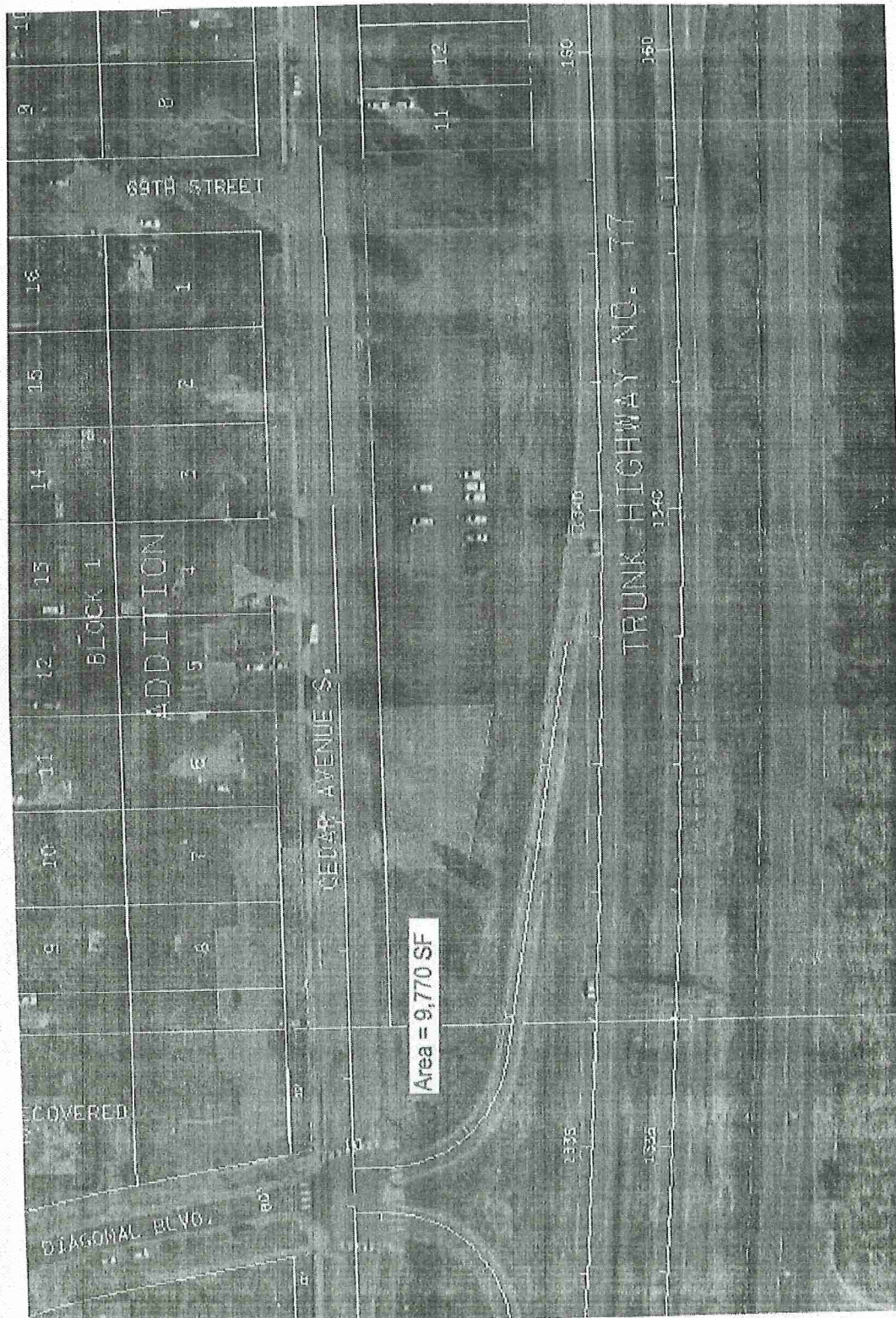
By: _____
Katie Rodriguez, City Manager

TENANT
SPOHN'S AUTOMOTIVE, INC.

By: Jon Spohn 

Its: CEO

EXHIBIT A
Depiction of the Leased Premises





Report Prepared By:

John Evans, Analyst

Department Director:

Karl Huemiller, Recreation Director

Item for Consideration:

Consider approval of a resolution authorizing staff to submit an application for a Hennepin County Play Area Grant in the amount of \$300,000 for the purchase of new features at the Richfield Outdoor Pool, and authorizing staff to enter into a grant agreement, if awarded.

EXECUTIVE SUMMARY

The Richfield Outdoor Pool has a primary mission to provide state-of-the-art facilities for the community. As part of the Veterans Memorial project funded by the voter-approved Local Option Sales Tax, there is funding in place to refurbish the current zero-depth pool play feature. Funding from a Hennepin County Play Area Grant in the amount of \$300,000 would allow the play feature to be replaced with a new feature, enhancing and extending the life of the play space.

HISTORICAL CONTEXT

Richfield has applied for, and received, Hennepin Youth Activities grants in the past for items like skating equipment, play features at parks, and curling equipment. To apply for the grant, Richfield City Council must approve a resolution authorizing the application and the execution of a grant agreement, if the application is successful.

RECOMMENDED ACTION

By Motion: Approve the resolution authorizing staff to submit an application for a Hennepin County Play Area Grant in the amount of \$300,000 for the purchase of new features at the Richfield Outdoor Pool, and authorizing staff to enter into a grant agreement, if awarded.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Equity: This grant will allow the City to offer state-of-the-art recreational facilities to residents and community members of all social and economic backgrounds. The success of Richfield's recreational facilities depends on high-quality and engaging equipment.

Strategic: This grant helps to meet the strategic priority of equity and inclusion by offering these features for use to all people, including traditionally excluded groups.

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

Hennepin County Youth Activities grants require a resolution to be approved by Council in order to apply for their grants and enter into any grant agreements.

CRITICAL TIMING ISSUES

In order to submit the grant application before the deadline, City Council will need to approve the resolution at this meeting.

FINANCIAL IMPACT

The grant will enable the purchase of equipment that would not otherwise be affordable using the currently available funds.

LEGAL CONSIDERATIONS

None

ALTERNATIVE RECOMMENDATION(S)**ATTACHMENTS**

1. 2025-09-23 Hennepin County Play Area Grant

RESOLUTION NO. ____

RESOLUTION AUTHORIZING CITY STAFF TO FILE AN APPLICATION AND EXECUTE AGREEMENTS WITH THE HENNEPIN YOUTH ACTIVITIES GRANT PROGRAM TO RECEIVE A HENNEPIN PLAY AREA GRANT FOR THE PURCHASE OF NEW FEATURES AT THE RICHFIELD OUTDOOR POOL.

WHEREAS, the Hennepin County Board of Commissioners, via the Hennepin Youth Activities Grant Program, provides for capital funds to assist local government units of Hennepin County for the development of sports or recreational facilities, and;

WHEREAS, the City of Richfield (local government unit, hereinafter "LGU") desires to add features at the Richfield Outdoor Pool ("PROJECT").

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield, Minnesota, the authorizing entity of the LGU, that:

1. The estimate of the total cost of developing PROJECT shall be \$300,000. The LGU is requesting \$300,000 from the Hennepin Youth Activities Program.
2. LGU is the owner of the property where the PROJECT is located. The LGU will own the property where PROJECT is located for at least the functional life of the facility, which is estimated to be 20 years. The PROJECT may not be converted to non-public or non-recreational uses within this time period without the approval of Hennepin County.
3. LGU agrees to assume one hundred (100) percent of operational and maintenance costs for PROJECT. LGU will operate PROJECT for its intended purpose as stated in the PROJECT application for the functional life of the facility.
4. LGU agrees to enter into necessary and required agreements with Hennepin County for the specific purpose of developing PROJECT and managing its long-term operation.
5. Karl Huemiller, Recreational Services Director for the LGU, is authorized and directed to execute the application for the Hennepin Youth Activities Program grant.

Adopted by the City Council of the City of Richfield, Minnesota this 23rd day of September, 2025.

Mary Supple, Mayor

ATTEST:

Michelle Friedrich, City Clerk



Report Prepared By:

Karl Huemiller, Recreation Director

Department Director:

Karl Huemiller, Recreation Director

Item for Consideration:

Consider the approval of prime contract change order #003 for the Wood Lake Nature Center building project in the amount of \$662,545.37 to address delays resulting from federal grant compliance and other changes impacting the Guaranteed Maximum Price.

EXECUTIVE SUMMARY

Consistent with City Council direction, the Capital Improvement Plan, and the City's Comprehensive Plan, staff have been working toward the construction of a new Wood Lake Nature Center Building over the past few years. This includes removal of the current building and the construction of a new building with more programming, community and exhibit space.

Mortenson Construction was awarded the contract for Construction Manager at Risk. A Guaranteed Maximum Price (GMP) was set on February 11, 2025. Construction was expected to commence June 6, 2025. Due to delays in the release of Federal grant funding, construction did not commence until September 2, 2025. The delay in construction requires a change order increasing the project cost by \$519,635.74 and moving the substantial completion date to October 21, 2026.

In preparing for construction and breaking ground, it was identified that certain other changes impacting GMP were necessary.

- While finalizing permitting, Mortenson Construction identified an additional Sewer Availability Charge due in the amount of \$15,665.14.
- Procuring Builders Risk Insurance was identified to be cheaper through Mortenson Construction than on the open market, creating a change of \$128,894.29 .
- Asbestos was discovered in the piping under the building slab, requiring abatement for an additional cost of \$2,516.01.
- A reduction in the number of trees being transplanted provided a savings of \$4,257.81.

In total, change order #3 increase the GMP by \$662,454.37 to \$22,129,587.57.

HISTORICAL CONTEXT

Past Change Orders

The original GMP was \$21,378,965 The Wood Lake Nature center Project has had two previous Change Orders approved.

1. Addition of desired alternates — \$75,776
2. Additional waterline replacement to ensure complete replacement of the original waterlines to the street — \$12,393

NEPA Delay

The Wood Lake Nature Center building project was funded through four main sources, Richfield capital improvement funds, a Local Option Sales Tax, Minnesota legislative appropriations and a Federal Community Project Funding Grant. The Federal grant requires a National Environmental Policy Act (NEPA) review to assess the impact of the project prior to funds being released through the Department of Housing and Urban Development (HUD). A failure to complete the NEPA review prior to the start of construction would mean a forfeiture of the Federal grant funding.

It was believed the NEPA review would be completed prior to the expected start date of June 6, 2025. During the NEPA review process, extra steps were triggered related to the architectural significance of the Wood Lake Nature Center. These steps required multiple 30-day waiting periods which delayed the completion of the NEPA review and release of HUD funding until September 2, 2025. The final report determined there would be no adverse environmental impacts from the project.

Once the HUD funding release date was identified, Mortenson Construction explored multiple potential paths for construction. The most viable and affordable path identified was to pay overtime costs to finish the groundwork and footings prior to the ground freezing. The costs are broken into three categories:

- \$127,745.00 to have Mortenson Construction onsite during the delay,
- \$187,421.00 to shift the project schedule
- \$147,653.44 to cover costs associated with a 13.5 month construction schedule. (originally 12.5 months.)

Tree Transplanting

Originally, 15 trees were identified for transplanting. Once the arborist was on site, they noted concerns about the size of the trees and their ability to survive being transplanted. This was confirmed by a third party arborist. Two trees were identified as having the highest likelihood of survival and were transplanted. The arborist agreed to provide warranted maple trees in the identified planting locations along with a project credit instead of transplanting all 15 trees.

RECOMMENDED ACTION

BY MOTION: Approve prime contract change order #003 for the Wood Lake Nature Center building project.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Equity: The public engagement process during the design phase of the project has a focus on connecting with disadvantaged communities that are currently underrepresented in the users of Wood Lake Nature Center. Design also includes the

goals of including feedback from a variety of community stakeholders, including the disability community, the Latine community, low-income residents, residents who live close to Wood Lake, visitors to Richfield, students who visit, and many more groups. Overall, the new building and exhibits will provide increased accessibility to more groups and current ADA guidelines will be met which currently are not. M. A. Mortenson Company has an internal goal of working with 20% women and minority owned businesses on their projects. On past projects they have a track record of exceeding this goal.

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.)

CRITICAL TIMING ISSUES

A delay in approving the change order would delay the project potentially increasing project costs.

FINANCIAL IMPACT

The current project budget is \$26,425,000 this includes both construction costs and soft costs. This budget is comprised of the \$12,000,000 from the state,\$3,000,000 from the federal government, \$11,000,000 from the sales tax referendum, \$200,000 in donations identified for the project, and \$225,000 in CIB funds identified for the project. The funding number does not include any rebates we might receive for energy efficiency upgrades.

Staff initially budgeted a 4% contingency (based of GMP) for any unexpected site conditions or design changes that may be desired during construction. Taking into account some savings that have been realized, approximately 50% of the owner contingency remains after the costs of the delay. Currently, there is \$587,221 in construction contingency, which we expect to be released for use as the building progresses. Staff expect one more round of design changes which will incur expenses.

Current Budget

\$22,129,588 - Updated Building Construction GMP
\$1,751,756 - Architect & Engineering Fees
\$18,000 - A&E Reimbursable Expenses
\$181,500 - Additional Professional Services
\$380,202 - Non-Construction Costs
\$600,000 - Furnishings, Fixtures and Equipment
\$206,853 - Playground
\$700,000 - Exhibits
\$482,101 - Owner Contingency

\$26,450,000 - Total Project Cost

LEGAL CONSIDERATIONS

ALTERNATIVE RECOMMENDATION(S)

ATTACHMENTS

1. WLNC Prime Contract Change Order 3



M A Mortenson Company
 700 Meadow Lane North
 Minneapolis, Minnesota 55422

Project: 24030056 - City of Richfield - Wood Lake Nature Center Building
 Project
 6710 Lake Shore Drive
 Richfield, Minnesota 55423

Prime Contract Change Order #003: Wood Lake Change Owner Change Order 3

TO:	City of Richfield 6700 Portland Ave, Richfield, MN 55423	FROM:	M A Mortenson Company 700 Meadow Lane North Minneapolis, Minnesota 55422
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DATE CREATED:	9/15/2025	CREATED BY:	Alex Spangler
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CONTRACT FOR:	24030056:City of Richfield - Wood Lake Nature Center Building Project
REVISION:	0

DESCRIPTION:
 This change order includes approved PCO's 3,5,8, and 9
 Also included is PCO 8 for the NEPA Project Review Schedule Delay.

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Change Event	Title	Amount
003	054	WAC and SAC Permit Fee	\$15,665.14
005	69	Tree Transplant Cost Adjustment	(\$4,256.81)
006	019, 057, 049, 84	NEPA Project Review Schedule Delay	\$519,635.74
008	76	9.5.2025 Unforseen Condition Below Slab Tranzite Pipe Demolition Costs	\$2,516.01
009	005	Builders Risk Insurance Premium	\$128,894.29
Total:			\$662,454.37

The original (Contract Sum)	\$21,378,965.00
Net change by previously authorized Change Orders	\$88,168.20
The Contract Sum prior to this Change Order was	\$21,467,133.20
The Contract Sum would be changed by this Change Order in the amount of	\$662,454.37
The new Contract Sum including this Change Order will be	\$22,129,587.57
The Contract Time will be increased by 111 days.	
The new date of Substantial Completion will be 10/21/2026	

ACCEPTED:
 City of Richfield

ACCEPTED:
 City of Richfield

ACCEPTED:
 M A Mortenson Company

 BY (Signature)

 BY (Signature)

 BY (Signature)

 (Printed Name)

 (Printed Name)

 (Printed Name)

 Date

 Date

 Date



M A Mortenson Company
 700 Meadow Lane North
 Minneapolis, Minnesota 55422

Project: 24030056 - City of Richfield - Wood Lake Nature Center Building
 Project
 6710 Lake Shore Drive
 Richfield, Minnesota 55423

Prime Contract Potential Change Order #003: WAC and SAC Permit Fee

TO:	City of Richfield 6700 Portland Ave, Richfield, MN 55423	FROM:	M A Mortenson Company 700 Meadow Lane North Minneapolis, Minnesota 55422
PCO NUMBER/REVISION:	003.0	CONTRACT:	24030056 - City of Richfield - Wood Lake Nature Center Building Project
REQUEST RECEIVED FROM:		CREATED BY:	Alex Spangler
CREATED DATE:	8/22/2025	TOTAL AMOUNT:	\$15,665.14

POTENTIAL CHANGE ORDER TITLE: WAC and SAC Permit Fee

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

Attached you will find the building permit for the Wood Lake Nature Center. Itemized on the permit are the fees included including the WAC and SAC fee. Per the terms of the executed GMP, Exhibit J general requirements, "Sewer Access Charges and Water Access Charges (SAC/WAC) Charges by Owner". This PCO is being submitted to recover the charges not included the the GMP pricing.

ATTACHMENTS:

[Wood Lake Nature Center General Building Permit.pdf](#)

CHANGE EVENTS

Description	Vendor	Qty	Units	Unit Cost	Amount
Permits and Fees					
SAC Building Permit Fees		1.0	LS	\$14,910.00	\$14,910.00
Subtotal:					\$14,910.00
PP Bond - .75% (0.75%):					\$111.83
SDI - 1.3% (1.30%):					\$0.00
GI Insurance - 1% (1.00%):					\$150.22
Base Fee - 3.25% (3.25%):					\$493.09
SPW Carpentry - 10% (10.00%):					\$0.00
Grand Total:					\$15,665.14

ACCEPTED:

City of Richfield

Karl Huemiller

BY (Signature)

Karl Huemiller

(Printed Name)

8/27/2025

Date

ACCEPTED:

City of Richfield

BY (Signature)

(Printed Name)

Date

ACCEPTED:

M A Mortenson Company

Alex Spangler

BY (Signature)

Alex Spangler

(Printed Name)

8/22/2025

Date

This change estimate includes items clearly indicated on the referenced documentation only, and as clarified herein. Changes to Contract Documents not specifically identified as revisions are not included in this proposal, unless specifically noted. Mortenson reserves the right to a future contract sum and schedule adjustment should changes be discovered which are not identified as such in the referenced documents and to submit for additional compensation related to the impact of this change on unchanged work or the effect of this change in combination with other changes.



Applicant/Permitte Signature

Issued By Signature

City of Richfield

6700 Portland Avenue South
Richfield, MN 55423
612-861-9860
www.richfieldmn.gov

**Commercial
/Multi-Family
Building**
Permit Type:
Permit Number: CB25-000046
Date Issued: 08/13/2025

Site Address: 6710 LAKE SHORE DR

Lot: _____ Block: _____ Addition: _____
PID: _____
Use: _____

Sub Type: New Building
Work Type: _____
Description: New woodlake nature center building. 17,000 sf building foot print, shallow concrete footings, mass timber structure with epdm and green roof.

Mortenson Construction - Matthew Helleen
700 Meadow Lane
Minneapolis MN 55422
(612) 251-5833

Inspection Type	Date	Inspector
House wrap		
Sheathing		
Floor slab/Moisture Barrier		
Footing		
Foundation		
Framing		
Insulation		
Final		



Mortenson

M A Mortenson Company
 700 Meadow Lane North
 Minneapolis, Minnesota 55422

PCO #005

Project: 24030056 - City of Richfield - Wood Lake Nature Center Building
 Project
 6710 Lake Shore Drive
 Richfield, Minnesota 55423

Prime Contract Potential Change Order #005: Tree Transplant Cost Adjustment

TO:	City of Richfield 6700 Portland Ave, Richfield, MN 55423	FROM:	M A Mortenson Company 700 Meadow Lane North Minneapolis, Minnesota 55422
PCO NUMBER/REVISION:	005.0	CONTRACT:	24030056 - City of Richfield - Wood Lake Nature Center Building Project
REQUEST RECEIVED FROM:		CREATED BY:	Alex Spangler
CREATED DATE:	9/4/2025	TOTAL AMOUNT:	(\$4,256.81)

POTENTIAL CHANGE ORDER TITLE: Tree Transplant Cost Adjustment

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

This PCO includes the credit from our landscape trade partner for not transplanting all trees noted to be transplanted on the contract documents. Mortenson and our trade partners will transplant two trees as discussed in our OAC meetings and in previous email correspondence. The remaining trees which are shown as transplants in the final landscape design will be provided from local nursery's and will be of similar caliper and species to those which were tagged to be transplanted. Mortenson and our trade partner will work with HGA to select the trees that will be planted and the selected new trees will come with a warranty.

ATTACHMENTS:

CHANGE EVENTS

Description	Vendor	Qty	Units	Unit Cost	Amount
Subcontracts					
Tree Transplant Cost Adjustment	Gardeneer Inc	-1.0	LS	\$4,000.00	\$(4,000.00)
Subtotal:					\$(4,000.00)
				PP Bond - .75% (0.75%):	\$(30.00)
				SDI - 1.3% (1.30%):	\$(52.00)
				GI Insurance - 1% (1.00%):	\$(40.82)
				SPW Carpentry - 10% (10.00%):	\$0.00
				Base Fee - 3.25% (3.25%):	\$(133.99)
Grand Total:					\$(4,256.81)

ACCEPTED:

City of Richfield

Karl Huemiller

513B204C6E3244C...
 BY (Signature)

Karl Huemiller
 (Printed Name)

9/5/2025

Date

ACCEPTED:

City of Richfield

BY (Signature)

BY (Signature)

(Printed Name)

Date

ACCEPTED:

M A Mortenson Company

Alex Spangler

4A006FCDC6E3C45F...
 BY (Signature)

Alex Spangler

(Printed Name)

9/4/2025

Date

This change estimate includes items clearly indicated on the referenced documentation only, and as clarified herein. Changes to Contract Documents not specifically identified as revisions are not included in this proposal, unless specifically noted. Mortenson reserves the right to a future contract sum and schedule adjustment should changes be discovered which are not identified as such in the referenced documents and to submit for additional compensation related to the impact of this change on unchanged work or the effect of this change in combination with other changes.



Mortenson

PCO #008

M A Mortenson Company
700 Meadow Lane North
Minneapolis, Minnesota 55422

Project: 24030056 - City of Richfield - Wood Lake Nature Center Building
Project
6710 Lake Shore Drive
Richfield, Minnesota 55423

Prime Contract Potential Change Order #008: 9.5.2025 Unforeseen Condition Below Slab Tranzite Pipe Demolition Costs

TO:	City of Richfield 6700 Portland Ave, Richfield, MN 55423	FROM:	M A Mortenson Company 700 Meadow Lane North Minneapolis, Minnesota 55422
PCO NUMBER/REVISION:	008.0	CONTRACT:	24030056 - City of Richfield - Wood Lake Nature Center Building Project
REQUEST RECEIVED FROM:		CREATED BY:	Alex Spangler
CREATED DATE:	9/11/2025	TOTAL AMOUNT:	\$2,516.01

POTENTIAL CHANGE ORDER TITLE: 9.5.2025 Unforeseen Condition Below Slab Tranzite Pipe Demolition Costs

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

This PCO includes the costs of the additional demolition time required to sort the asbestos pipe from the other debris. This PCO is being submitted at this time as this work is complete and we would like to get Kevitt reimbursed for the cost expended. We are still evaluating the full impact of this unforeseen condition and may have additional costs related to schedule impacts due to the delay this discovery caused. We reserve the right to submit additional costs related to this unforeseen conditions at a future time.

ATTACHMENTS:

[Kevitt WLNC COR#09- Asbestos.pdf](#)

CHANGE EVENTS

Description	Vendor	Qty	Units	Unit Cost	Amount
Subcontracts					
9.5.2025 Unforeseen Condition Below Slab Tranzite Pipe Demolition Removal Costs		1.0	LS	\$2,394.72	\$2,394.72
Subtotal:					\$2,394.72
PP Bond - .75% (0.75%):					\$17.96
SDI - 1.3% (1.30%):					\$0.00
GI Insurance - 1% (1.00%):					\$24.13
SPW Carpentry - 10% (10.00%):					\$0.00
Base Fee - 3.25% (3.25%):					\$79.20
Grand Total:					\$2,516.01

ACCEPTED:

City of Richfield

Karl Huemiller

513B304C6E3344C...
BY (Signature)

Karl Huemiller

(Printed Name)

9/12/2025

Date

ACCEPTED:

City of Richfield

BY (Signature)

(Printed Name)

Date

ACCEPTED:

M A Mortenson Company

Alex Spangler

4A996FCDC53C48F...
BY (Signature)

(Printed Name)

9/11/2025

Date

This change estimate includes items clearly indicated on the referenced documentation only, and as clarified herein. Changes to Contract Documents not specifically identified as revisions are not included in this proposal, unless specifically noted. Mortenson reserves the right to a future contract sum and schedule adjustment should changes be discovered which are not identified as such in the referenced documents and to submit for additional compensation related to the impact of this change on unchanged work or the effect of this change in combination with other changes.

SUPPLEMENTAL PAYMENT REQUEST

Internal Admin. Use Only
COR Control #
0 009



Date: 9/11/2025	to	Job #	COR NO: 009
Project Name: Wood Lake Nature Center			
Location/Stationing:			
Plan Page:		Soil Type:	
Present at Site:			
Work Requested By:			
Weather:		Field Order No.:	
Temp:		Team Leader:	

Bill To: Mortenson
700 Meadow Lane North,
Minneapolis, MN 55422

Owner: City of Richfield

DESCRIPTION OF WORK PERFORMED:
Remove unknown asbestos duct piping from under the building slab by certified operator. Operator filled two 40CY dumpsters. Envirobate was on site to handle and dispose of asbestos.

LABOR								MATERIALS				
Labor	Reg Hours	Reg Rate	OT Hours	OT Rate	Per Diem Rate	Per Diem Total	Labor Total	Material (Include Tickets/Invoices)	Units	UOM	Unit Price	Total
Foreman	0.0	\$ 125.00		\$ -	\$ -	\$ -	\$ -		0.0	EA	\$ -	\$ -
Laborer/Operator	2.0	\$ 105.00	2.0	\$ 142.00	\$ -	\$ -	\$ 494.00		0.0	EA	\$ -	\$ -
Laborer/Operator	3.0	\$ 105.00		\$ -	\$ -	\$ -	\$ 315.00		0.0	EA	\$ -	\$ -
Laborer/Operator	0.0	\$ 105.00		\$ -	\$ -	\$ -	\$ -		0.0	EA	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -	\$ -		0.0	EA	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -	\$ -		0.0	EA	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -	\$ -		0.0	EA	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -	\$ -		0.0	EA	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -	\$ -		0.0	EA	\$ -	\$ -
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		\$ -		\$ -	\$ -	\$ -	\$ -		0.0	EA	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -	\$ -		0.0	EA	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -	\$ -		0.0	EA	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -	\$ -		0.0	EA	\$ -	\$ -
Total							\$ 809.00		0.0	EA	\$ -	\$ -
EQUIPMENT								SUBCONTRACTOR(S) AND OUTSIDE SERVICES				
Equipment	Model	Reg Hours	Reg Rate	Stdby Hours	Stdby Rate	Total			Units	UOM	Unit Price	Total
Skid Steer		3.0	\$ 105.00			\$ 315.00			0.0	EA	\$ -	\$ -
Excavator		4.0	\$ 255.00			\$ 1,020.00			0.0	EA	\$ -	\$ -
			\$ -			\$ -		Total			\$ -	\$ -
			\$ -			\$ -			0	EA	\$ -	\$ -
			\$ -			\$ -			0	EA	\$ -	\$ -
			\$ -			\$ -			0	EA	\$ -	\$ -
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			\$ -			\$ -			0	EA	\$ -	\$ -
			\$ -			\$ -			0	EA	\$ -	\$ -
			\$ -			\$ -			0	EA	\$ -	\$ -
Total						\$ 1,335.00		Total			\$ -	\$ -
OTHER								SUMMARY				
Description	Units	UM	Rate	Total								Total
	0.0	HR	\$ -	\$ -		Sub-total Labor						\$ 809.00
	0.0	HR	\$ -	\$ -		Sub-total Subsistence						\$ -
	0.0	HR	\$ -	\$ -		Sub-total Equipment						\$ 1,335.00
	0.0	HR	\$ -	\$ -		Sub-total Other						\$ -
	0.0	HR	\$ -	\$ -		Sub-total Material						\$ -
	0.0	HR	\$ -	\$ -		Sub-total Subs/Outside Services						\$ -
	0.0	HR	\$ -	\$ -		Excise Tax		9.025%			\$ -	
	0.0	HR	\$ -	\$ -		*Sub/Outside Services Mark-up		0.0%			\$ -	
	0.0	HR	\$ -	\$ -		Profit and Overhead - Combined		10.0%			\$ 214.40	
	0.0	HR	\$ -	\$ -		*Additional Bond Expense		1.5%			\$ 36.32	
Total				\$ -		TOTAL AMOUNT DUE						\$ 2,394.72

Schedule extended _____ days, due to this request.

Authorized Signature: _____ Signature _____ Print Name and Title _____ Date: _____



Mortenson

PCO #009

M A Mortenson Company
700 Meadow Lane North
Minneapolis, Minnesota 55422

Project: 24030056 - City of Richfield - Wood Lake Nature Center Building
Project
6710 Lake Shore Drive
Richfield, Minnesota 55423

Prime Contract Potential Change Order #009: Builders Risk Insurance Premium

TO:	City of Richfield 6700 Portland Ave, Richfield, MN 55423	FROM:	M A Mortenson Company 700 Meadow Lane North Minneapolis, Minnesota 55422
PCO NUMBER/REVISION:	009.0	CONTRACT:	24030056 - City of Richfield - Wood Lake Nature Center Building Project
REQUEST RECEIVED FROM:		CREATED BY:	Alex Spangler
CREATED DATE:	9/11/2025	TOTAL AMOUNT:	\$128,894.29

POTENTIAL CHANGE ORDER TITLE: Builders Risk Insurance Premium

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

This PCO includes the cost of the Builders Risk insurance premium for the project. Not included are the additional costs for the systems required which are a condition of the insurance rider. This insurance company has specific requirements for security cameras on site once the project starts to go vertical. Mortenson is evaluating pricing for the supply, install, and monitoring/service plans for these cameras and will submit the cost of these cameras at a later date.

ATTACHMENTS:

[2025 08 BDRK BIND - Woodlake Nature Center.pdf](#)

CHANGE EVENTS

Description	Vendor	Qty	Units	Unit Cost	Amount
Insurance					
Builders Risk Insurance Premium		1.0	LS	\$126,668.10	\$126,668.10
Subtotal:					\$126,668.10
PP Bond - .75% (0.75%):					\$950.01
SDI - 1.3% (1.30%):					\$0.00
GI Insurance - 1% (1.00%):					\$1,276.18
SPW Carpentry - 10% (10.00%):					\$0.00
Base Fee - 3.25% (0.00%):					\$0.00
Grand Total:					\$128,894.29

ACCEPTED:

City of Richfield

Karl Huemiller

513B204C6E3241C...
BY (Signature)

Karl Huemiller
(Printed Name)

9/15/2025

Date

ACCEPTED:

City of Richfield

BY (Signature)

(Printed Name)

Date

ACCEPTED:

M A Mortenson Company

Alex Spangler

4A006FCDC6E3C45F...
BY (Signature)

Alex Spangler
(Printed Name)

9/12/2025

Date

This change estimate includes items clearly indicated on the referenced documentation only, and as clarified herein. Changes to Contract Documents not specifically identified as revisions are not included in this proposal, unless specifically noted. Mortenson reserves the right to a future contract sum and schedule adjustment should changes be discovered which are not identified as such in the referenced documents and to submit for additional compensation related to the impact of this change on unchanged work or the effect of this change in combination with other changes.

**THIS INSURANCE IS ISSUED
PURSUANT TO THE MINNESOTA
SURPLUS LINES INSURANCE ACT.
THE INSURER IS AN ELIGIBLE
SURPLUS LINES INSURER BUT IS
NOT OTHERWISE LICENSED BY
THE STATE OF MINNESOTA. IN
CASE OF INSOLVENCY, PAYMENT
OF CLAIMS IS NOT GUARANTEED**



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Chicago, IL 60661
Ph: 312-651-6000
www.rtspecialty.com**

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CONFIRMATION OF INSURANCE

August 27, 2025

Willis Towers Watson Midwest, Inc
Reed Adams
JP Morgan Chase - Willis Towers Watson M 93076 Network Place
Chicago, IL 60673-1930

FROM: David Reeves for Ryan Scott

I am pleased to confirm that your Builder's Risk / Installation insurance has been bound pursuant to your request. The attached Confirmation of Insurance will serve as evidence of coverage until the insurance carrier issues the policy. This insurance document summarizes the policy referenced below and is not intended to reflect all the terms and conditions or exclusions, of the referenced policy. In the event of a claim, coverage will be determined by the referenced policy, subject to all the terms, exclusions, and conditions of the policy. Moreover, the information contained in this document reflects bound coverage as of the effective date of the referenced policy and does not include subsequent changes by the insurer or changes in the applicable rates for taxes or governmental fees.

NAMED INSURED:	M. A. Mortenson Companies, Inc. 700 Meadow Lane North Minneapolis, MN 55422	
PRIMARY RISK ADDRESS:	6710 Lake Shore Drive South Minneapolis, MN 55423	
COVERAGE:	Builder's Risk / Installation	
INSURER:	Underwriters at Lloyd's of London - Non-Admitted	
POLICY NUMBER:	25-SBR-0158	
POLICY TERM:	8/25/2025 - 9/25/2026	
POLICY PREMIUM:	\$112,887.00	
TRIA:	\$5,644.00 APPLIES	
FEES:	Brokerage Fee	\$750.00
	Policy Fee - Carrier	\$750.00
	Inspection Fee - Carrier	\$2,900.00
	TOTAL FEES:	\$4,400.00
SURPLUS LINES TAX:	Surplus Lines Tax	\$3,687.93
	Stamping Office Fee	\$49.17
	TOTAL TAXES:	\$3,737.10
TOTAL:	\$126,668.10	
AGENT COMMISSION:	10%	



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SPECIAL CONDITIONS / OTHER COVERAGES:

NO FLAT CANCELLATIONS
ALL FEES ARE FULLY EARNED AT INCEPTION

For RT Specialty to file the surplus lines taxes on your behalf, please complete the surplus lines tax document (per the applicable state requirements) and return with your request to bind. Due to state regulations, RT Specialty requires tax documents to be completed within 24 to 48 hours of binding. Please be diligent in returning tax forms.

A handwritten signature in black ink, appearing to read 'R. J. Ely', written over a horizontal line.

Authorized Representative

HOME STATE FOR NON-ADMITTED RISKS

Taxes and governmental fees are estimates and subject to change based upon current rates of the Home State and risk information available at the date of binding. The Home State of the Insured for a non-admitted risk shall be determined in accordance with the Nonadmitted and Reinsurance Act of 2010, 15. U.S.C §8201, etc. ("NRRA"). Some states require the producing broker to submit a written verification of the insured's Home State for our records. The applicable law (if any) of the Home State governing cancellation or non-renewal of non-admitted insurance, including whether any such laws apply to non-admitted risks, shall apply to this Policy.

Any amendments to coverage must be specifically requested in writing or by submitting a policy change request form and then approved by the Insurer. Coverage cannot be affected, amended, extended, or altered through the issuance of certificates of insurance. Underlying Insurers must be rated A- VII or better by A.M. Best.



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PREMIUM FINANCE (If not included in the quote document)

If the insured and the insurer agree to bind coverage and the premium will be financed, upon binding, please instruct the premium finance company to send documents to our attention. Premium Finance funds should always be paid to RT Specialty.

PRODUCER COMPENSATION:

RT Specialty is typically compensated through commission from the insurer for the placement of policies in most transactions. The amount of the commission varies by insurance line and by carrier. RT Specialty might also receive additional compensation. In order to place the insurance requested we may charge a reasonable fee for additional services such as performing a risk analysis, comparing policies, processing submissions, communication expenses, inspections, working with underwriters on the coverage proposal, issuing policies, or servicing the policy after issuance. Any fees charged are fully earned at inception of the policy. Third-party inspection or other fees may be separately itemized upon request. Our fees are applied to new policies, renewal policies, and endorsements. Fees applicable to each renewal and endorsement will be set forth in the quotes. It is the insurance carrier's decision whether to offer the insurance quoted, and your client's decision whether to accept the quote. Our fee is not imposed by state law or the Insurer.

Depending upon the Insurer involved with your placement, we might also have an agreement with the Insurer that we are proposing for this placement that might pay us future additional compensation. This compensation could be based on formulas that consider the volume of business placed with the Insurer, the profitability of that business, how much of the business is retained for the Insurer's account each year, and potentially other factors. The agreements frequently consider total eligible premium from all clients placed during a calendar year and any incentive or contingent compensation is often received at a future date. Because of variables in these agreements, we often do not have an accurate means at the time of placement to determine the amount of any additional compensation that might be attributable to any single placement.

You, as the retail broker with the direct relationship with the Insured, must comply with all applicable laws and regulations related to disclosure of and consent and agreement to, compensation, and informing the Insured that it may request more information about producer or broker compensation that might be paid in connection with the Insured's placement. If we request a copy of any legally required insured consent or agreement, you will provide us with a copy. If you need additional information about the compensation arrangements for services provided by RT Specialty affiliates, please contact your RT Specialty representative.

RT Specialty is a division of RSG Specialty, LLC. RSG Specialty, LLC is a Delaware limited liability company and a subsidiary of Ryan Specialty, LLC. In California: RSG Specialty Insurance Services, LLC (License # 0G97516).



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NOTICE Occurrence Limit of Liability (OLLE) Scheduled Limits

Blanket coverage for first-party property insurance risks has become increasingly difficult to secure and often is not available regardless of price.

Please note that your binder may not provide coverage on a blanket basis and, based on current market conditions, a blanket coverage option might not be available. Any reference(s) to an Occurrence Limit of Liability Endorsement (OLLE), margin clause, maximum amount payable, and/or scheduled limits indicate that blanket coverage is not provided. Instead, the amount of recovery afforded by the policy is limited in some respect to the amount(s) set forth on the Statement of Values (SOV) provided to the insurer. This potentially can materially reduce the insured's recovery in the event of a loss as compared to blanket coverage. Additionally, the policy language for these clauses may vary by insurer and some insurers limit the amount recoverable for extensions of coverage, additional coverages, and additional covered property to the values as shown on the SOV.

Please review this binder very carefully to determine if coverage is being offered or provided on a blanket, or some other more limited, basis.

As such, we strongly recommend that you confirm that the insured is in agreement that they have provided full and accurate amounts for the values set forth on the SOV. RT Specialty expressly disclaims any responsibility for the accuracy or adequacy of the values provided on an SOV. We also note that all decisions concerning coverage and the application of the terms, provisions, conditions, limitations or exclusions of the policy to any claim are made exclusively by the insurers.



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Make a Payment

Please enter your payment information below

PAYER
Payer

EMAIL ADDRESS
Email Address

AMOUNT
0.00

PAYMENT TYPE

Credit Card ACH/eCheck

Notice Regarding Changes to the Diligent Effort Requirments for Minnesota

1. With the passage of Senate Bill SF 4097, effective **October 1, 2024**, allows a retail agent to go directly to their wholesale broker partners without conducting a diligent search as long as they are placing ht ebusiness with an unaffiliate surplus lines broker.
2. For policies effective **September 30, 2024 and prior** the Diligent Effort form is **still required**, utilizing the RSG Generic Diligent Effort Form.
3. For Questions, please reach out to **SLTAX@ryansg.com**



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SURPLUS LINES FILING DECLINATIONS DETAIL

NAME OF INDIVIDUAL LICENSEE THAT MADE DILIGENT EFFORT TO PLACE WITH ADMITTED CARRIER:		PHYSICAL ADDRESS OF RISK:
INDIVIDUAL LICENSE NUMBER:		

NAME OF INSURED:	M. A. Mortenson Companies, Inc.
POLICY NUMBER:	25-SBR-0158

Document the efforts made to place coverage with an admitted carrier by identifying three admitted carriers marketing the class of business that declined the risk. Please complete this section in its entirety.

FULL NAME AND ADDRESS OF ADMITTED CARRIER	CARRIER NAIC CODE	NAME OF REPRESENTATIVE	PHONE NUMBER	REASON FOR DECLINATION

I have made a diligent effort to place this insurance with the above admitted carriers which are authorized to transact the kind and class of insurance involved and which are writing insurance on risks of the same kind and class..

OR

This coverage has been verified to be on the applicable state export list.

 Signature of Producer Date

 Print Name

RT Specialty is a division of RSG Specialty, LLC. RSG Specialty, LLC is a Delaware limited liability company and a subsidiary of Ryan Specialty, LLC. In California: RSG Specialty Insurance Services, LLC (License # 0G97516).



BUILDERS RISK BINDER



SECTION 1 - PROGRAM DETAILS

BROKER INFORMATION	INSURED INFORMATION
R-T Specialty of Chicago (ProExec) 540 W. Madison Street 9th Floor Chicago, IL 60661	M. A. Mortenson Companies, Inc. 700 Meadow Lane N Minneapolis, MN 55422

PROGRAM PARAMETERS

Policy Period	08/25/2025	to	09/25/2026
	(Both dates at 12:01 AM Local Standard Time at location of the Insured)		
Policy Number	25-SBR-0158		
Perils	All Risk of direct Physical Loss or Damage for Perils not otherwise excluded in the policy		
Coverage	Builder's Risk Coverage for Property in the Course of Construction		
Policy Form	rsBRCF 4003 risksmith Builders Risk Coverage Form		
Project Location	6710 Lake Shore Dr S, Richfield, MN 55432		
Project Description	The Wood Lake Nature Center project will replace the current aging building with a fully-accessible, ADA-compliant, multi-purpose building. The project consists of approximately 4,000 square feet of building removal and the construction of a 17,000 square-foot space. The new building will include classroom and event space, museum exhibits, public lobby and lounge, rentals, staff and building support spaces, and covered outdoor spaces. It will connect to proposed and existing outdoor program areas and trails.		
Valuation	Replacement Cost		
Total Insured Value	\$24,829,760		
Coinsurance	Waived		
Occupancy	Granted		

LIMITS OF LIABILITY

Policy Limit of Liability	\$24,829,760		
Exposed Limits	Hard Costs (New and Existing):	\$21,464,760	per Occurrence
	Soft Costs	\$3,165,000	per Occurrence
	Business Income	\$200,000	per Occurrence
	Rental Income	Not Covered	per Occurrence
Flood	\$10,000,000	per Occurrence and in the Annual Aggregate	
Water Damage	\$24,829,760		

This indication/quote/binder is based on the information submitted to us, but may not be responsive to requests for coverage in any application or bid specification prepared by the applicant or its agent. This indication/quotation/binder is intended to provide a basic summary in general terms and will not change or replace the policy wording, terms or conditions of the insurer(s) quoted, unless noted.



Earth Movement	\$10,000,000	per Occurrence and in the Annual Aggregate
Named Windstorm	\$24,829,760	per Occurrence and in the Annual Aggregate
Wind/Hail	\$24,829,760	

SECTION 2 - SUPPLEMENTAL COVERAGE

COVERAGE EXTENSIONS

The Company will not be liable for more than the above Policy Limit of Liability. In addition, the Company will not pay for more than its proportionate share of the following sub-limits of Insurance and Annual Aggregate sub-limit of Insurance, which are part of, and not in addition to, the Policy Limit of Liability above. For any items showing "Not Covered" no coverage is provided within this policy for that specific exposure.

SUPPLEMENTAL COVERAGE

Existing Property	Not Covered
Damage to the Owners' Existing Property	Not Covered
Property in Transit	\$1,000,000
Temporary Offsite Storage and Staging Areas	\$1,000,000
Expediting Expenses and Extra Expenses	Lesser of 25% the Loss or \$1,000,000
Debris Removal	Lesser of 25% the Loss or \$1,000,000
Trees, Shrubs, Plants, and Lawns (Per Occurrence)	\$100,000
Trees, Shrubs, Plants, and Lawns (Per Item including landscape)	\$100,000
Protection Service Charges	\$250,000
Fire Protective Equipment Recharge	\$100,000
Valuable Papers and Records Including but not limited to Plans, Blueprints, and Other Contract Documents	\$100,000
Claim Preparation Expense	\$100,000
Protection of Insured Property – Pre-Loss	\$100,000
Architects and Engineers Fees	\$250,000
Office and Construction Trailers and their Contents	\$100,000
Ordinance or Law Part A	Included
Ordinance or Law Part B & C - Combined	\$2,500,000
Testing	Exclude Hot / Include Cold
Business Personal Property	\$50,000
Contract Penalty	\$100,000
Reward (Maximum per Occurrence \$15,000)	\$15,000
Tower Crane Re-Erection Expense	Not Covered
Prevention of Access (Ingress/Egress)	\$100,000
Pollution or Contamination Clean Up	\$50,000
Mold Remediation (Fungus)	\$50,000

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SECTION 3 - DEDUCTIBLES

PROGRAM DEDUCTIBLES

The applicable amount shown below shall be deducted for each claim arising from insured loss or damage in any one Occurrence.

The Company shall be liable only for its proportion of the amount of insured loss or damage in excess thereof, subject to all terms and conditions of the policy. PLEASE REVIEW CAREFULLY.

Deductibles listed are most common, "OTHER" Deductibles may apply.

DEDUCTIBLE TYPE:	Dollar Amount (if applicable)	Percentage (If applicable)
Direct Physical Loss in any one Occurrence except:	\$50,000	N/A
Loss caused by or resulting from WATER DAMAGE in any one OCCURRENCE	\$150,000	N/A
Loss caused by or resulting from HOT TESTING in any one OCCURRENCE	Not Covered	
Loss caused by or resulting from WIND OR HAIL in any one OCCURENCE	\$50,000	1%
Loss caused by FLOOD in any one OCCURRENCE	\$150,000	N/A
Loss caused by NAMED WINDSTORM in any one OCCURENCE	\$50,000	N/A
Loss caused by EARTH MOVEMENT in any one OCCURRENCE	\$50,000	N/A

Delay in Completion Waiting Period (Days): 30

Where a percentage deductible is shown, above, the deductible shall be greater of the greater of the dollar amount shown, or the stated percentage of the total insured values at the INSURED PROJECT site(s) at the time and date of loss, unless a maximum deductible is stated.

In the event more than one deductible shown on the Declarations or provided in any endorsement or coverage extension(s), applies to a covered direct physical loss in any one OCCURRENCE, only the largest deductible will apply.

If this policy provides coverage for Delay in Completion, the deductible stated on the applicable endorsement will be applied separately and in addition to the deductible(s) for other coverages provided in this policy.

PREMIUM

TOTAL PREMIUM	\$ 112,887.00	
FEES	\$ 2,900.00	Inspection fees
	\$ 750.00	Policy fee
MINIMUM EARNED PREMIUM	25 %	
TRIA	\$ 5,644.00	

TOTAL DUE \$ 122,181.00

Premium is due 30 days from the effective date of the policy

This indication/quote/binder is based on the information submitted to us, but may not be responsive to requests for coverage in any application or bid specification prepared by the applicant or its agent. This indication/quotation/binder is intended to provide a basic summary in general terms and will not change or replace the policy wording, terms or conditions of the insurer(s) quoted, unless noted.



TAXES / FEES APPLICABLE

Broker is responsible for calculating, billing, collecting, and remitting all Surplus Lines taxes and fees to appropriate State Authority.

SUBJECT TO MANDATORY FORMS AND ENDORSEMENTS AS LISTED IN FORMS APPENDIX. STATE MANDATED FORMS WILL BE ATTACHED AT POLICY ISSUANCE.

POLICY CONDITIONS

In no event will the Company's responsibility exceed the % of loss set in the Limit of Liability, including all sub-limits and coverages applicable.

SUBJECTIVITIES / WARRANTS

- **Deviation from the terms can result in a significant risk increase, impacting insurability and quoted premium. The insured must notify the Company of any deviations and pay the additional premium upon request. Failure to comply will void this policy.**
- **Any scale down in capacity or net down of commission shown in this proposal must be prior approved by Underwriter.**
- Electronic Security/Digital Surveillance (Motion & Entry) Cameras means a contracted service from a surveillance company that owns and operates a UL-Certified, North American based monitoring center. The surveillance system must cover 100% of the INSURED PROJECT site utilizing infrared illumination or thermal imaging cameras. The electronic security system must have the following capabilities: (1) live audible voice-over functionality; (2) lighting or visual indication features; and (3) a minimum of four hours back up battery life in the event power is lost.
- Disclosure of any claims or occurrences which the applicant shall become aware of subsequent to the application date and prior to the inception date of cover for the quote.
- Mid-term change requests must be confirmed and agreed by the underwriter. Any agreed changes are underwritten individually and are not necessarily bound by an "account rate."
- If more than one sub-limit is involved in an "occurrence," the specified sub-limit for the peril involved is the maximum.

BINDING REQUIREMENTS

Executed Rejection/Acceptance TRIA Form
 Executed SL Affidavit
 Full Name and Telephone No. for Inspection Contact
 No Known Loss Letter

Additional Binding Requirements:

This Binder is valid for 30 days after issuance or until the Policy has been issued, whichever occurs first.

ADDITIONAL CONDITIONS (if applicable)

NO RETURN PREMIUM FOR EARLY COMPLETION OF PROJECTS.

Construction in accordance with recommendation outlined in geotechnical report.

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FORMS AND ENDORSEMENTS

LMA 9056 (01/13)	Minnesota Surplus Lines Notice
NMA 2868 (05/24)	SLC-3 Certificate
rsDec (01/2019)	Risksmith Insurance Services Declarations Page
rsBR100 SCH (02/2025)	Builders Risk Schedule of Coverages
rsBRDE 4004 (04/2024)	Delay In Completion Endorsement
rsCS (09/2023)	Carrier Support Page
rsCIA 0003 (08/2024)	Carrier Information Appendix
rsBRCF 4003 (04/2024)	risksmith Builders Risk Coverage Form
rsIMSOS 0004 (03/2025)	risksmith Inland Marine Service of Suit(s)
IL P 001 (01/04)	U.S. Treasury Departments Office of Foreign Assets Control ("OFAC")
LMA 3100A (10/23)	Sanctions Limitation Clause
LMA 5021 (09/05)	Applicable Law (U.S.A.)
LMA 5062 (09/06)	Fraudulent Claim Clause
LMA 5130 (05/09)	Application of Sublimits Endorsement
LMA 5393 (03/20)	Communicable Disease Endorsement
LMA 5393 AXA (06/23)	Communicable Disease Exclusion
LMA 5401 (11/19)	Property Cyber and Data Exclusion
LSW 699 (02/98)	MEP Endorsement
LSW 1135B (06/03)	Lloyd's Privacy Policy Statement
NMA 1119 (12/57)	Nuclear Incident Exclusion Clause-Physical Damage-Reinsurance
NMA 1191 (01/00)	Radioactive Contamination Exclusion Clause – Physical Damage Direct
NMA 2341 (11/88)	USA Land, Water and Air Exclusion Endorsement
NMA 2802 (12/97)	Electronic Date Recognition Exclusion (EDRE)
NMA 2920 (10/01)	Terrorism Exclusion Endorsement
NMA 2962 (02/03)	Biological or Chemical Materials Exclusion
LMA 5096 (03/08)	Several Liability Clause (Combined Certificates)
LMA 5389 (01/20)	US Terrorism Risk Insurance Act PURCHASED
rsBRCC 4005 (05/2024)	Conformity Clause
rsBRCL 4002 (10/2023)	Claims Notification
Complaints Notice (08/2025)	Complaint Notification
rsOCS 4006 (05/2024)	Occupancy or Commercial Service
rsASN 0001 (04/2024)	Assignment Form
PN CW 02 0119 (01/19)	AXA XL Insurance Group Privacy Policy
PN CW 01 0123 (01/23)	Fraud Warning Notice
SS Privacy (06/24)	Sutton Specialty Privacy Notice

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Coverholder at **LLOYD'S**

risksmith Insurance Services, LLC

CA License #: 0L97035

NAMED INSURED M. A. Mortenson Companies, Inc.
RISKSMITH POLICY # 25-SBR-0158
POLICY EFFECTIVE DATES 08/25/2025 to 09/25/2026

The coverage described in this policy is provided by the insurance carriers listed below; each for their share on a several and not joint basis.

LIMITS OF LIABILITY:

Carrier Designation	A	B	C	D	E	F
AOP						
Attachment Point	\$0	\$0	\$0	\$0	\$0	\$0
Detachment Point	\$24,829,760	\$24,829,760	\$24,829,760	\$24,829,760	\$24,829,760	\$24,829,760
% Share of Risk	15.000%	8.000%	8.000%	10.000%	10.000%	13.333%
Windstorm						
Attachment Point	\$0	\$0	\$0	\$0	\$0	\$0
Detachment Point	\$24,829,760	\$24,829,760	\$24,829,760	\$24,829,760	\$24,829,760	\$24,829,760
% Share of Risk	15.000%	8.000%	8.000%	10.000%	10.000%	13.333%
Earthquake						
Attachment Point	\$0	\$0	\$0	\$0	\$0	\$0
Detachment Point	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000
% Share of Risk	15.000%	8.000%	8.000%	10.000%	10.000%	13.333%
Flood						
Attachment Point	\$0	\$0	\$0	\$0	\$0	\$0
Detachment Point	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000
% Share of Risk	15.000%	8.000%	8.000%	10.000%	10.000%	13.333%

LIMITS OF LIABILITY (Continued):

Carrier Designation	G	H	I	J	K	L
AOP						
Attachment Point	\$0	\$0	\$0	\$0	\$0	n/a
Detachment Point	\$24,829,760	\$24,829,760	\$24,829,760	\$24,829,760	\$24,829,760	n/a
% Share of Risk	6.667%	10.000%	2.000%	7.000%	10.000%	n/a
Windstorm						
Attachment Point	\$0	\$0	\$0	\$0	\$0	n/a
Detachment Point	\$24,829,760	\$24,829,760	\$24,829,760	\$24,829,760	\$24,829,760	n/a
% Share of Risk	6.667%	10.000%	2.000%	7.000%	10.000%	n/a
Earthquake						
Attachment Point	\$0	\$0	\$0	\$0	\$0	n/a
Detachment Point	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	n/a
% Share of Risk	6.666%	10.000%	2.000%	7.000%	10.000%	n/a
Flood						
Attachment Point	\$0	\$0	\$0	\$0	\$0	n/a
Detachment Point	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	n/a
% Share of Risk	6.667%	10.000%	2.000%	7.000%	10.000%	n/a

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LIMITS OF LIABILITY (Continued):

Carrier Designation	M	N	O	P	Q	R
AOP						
Attachment Point	n/a	n/a	n/a	n/a	n/a	n/a
Detachment Point	n/a	n/a	n/a	n/a	n/a	n/a
% Share of Risk	n/a	n/a	n/a	n/a	n/a	n/a
Windstorm						
Attachment Point	n/a	n/a	n/a	n/a	n/a	n/a
Detachment Point	n/a	n/a	n/a	n/a	n/a	n/a
% Share of Risk	n/a	n/a	n/a	n/a	n/a	n/a
Earthquake						
Attachment Point	n/a	n/a	n/a	n/a	n/a	n/a
Detachment Point	n/a	n/a	n/a	n/a	n/a	n/a
% Share of Risk	n/a	n/a	n/a	n/a	n/a	n/a
Flood						
Attachment Point	n/a	n/a	n/a	n/a	n/a	n/a
Detachment Point	n/a	n/a	n/a	n/a	n/a	n/a
% Share of Risk	n/a	n/a	n/a	n/a	n/a	n/a

CARRIER DESIGNATION AND PREMIUM ALLOCATION:

Carrier Designation	Writing Company	Syndicate	UMR	Premium Attributable	
A	Certain Underwriters at Lloyds	AXIS (AXIS 1686) - Sec 2	B1306C501882500	15.00%	\$16,933
B	Hadron Specialty Insurance Company	N/A	n/a	8.00%	\$9,031
C	Certain Underwriters at Lloyds	AML2001 - COC	B1306C503112500	8.00%	\$9,031
D	Certain Underwriters at Lloyds	FARADAY (FDY 435)	B1306C501762400	10.00%	\$11,289
E	Palms Specialty Insurance Company, Inc	N/A - SCH A	n/a	10.00%	\$11,289
F	Certain Underwriters at Lloyds	Lancashire (3010) Sec 2	B1306C502472500	13.33%	\$15,052
G	Certain Underwriters at Lloyds	Lancashire (2010) Sec 2	B1306C502472500	6.67%	\$7,525
H	Indian Harbor Insurance Company	Indian Harbor-BR	n/a	10.00%	\$11,289
I	Certain Underwriters at Lloyds	Argenta Syndicate 2121	B1306C503402500	2.00%	\$2,258
J	Colony Insurance Company	N/A	n/a	7.00%	\$7,902
K	Sutton Specialty Insurance Company	N/A - Section 3	n/a	10.00%	\$11,288
L	n/a	n/a	n/a	n/a	n/a
M	n/a	n/a	n/a	n/a	n/a
N	n/a	n/a	n/a	n/a	n/a
O	n/a	n/a	n/a	n/a	n/a
P	n/a	n/a	n/a	n/a	n/a
Q	n/a	n/a	n/a	n/a	n/a
R	n/a	n/a	n/a	n/a	n/a

Carrier Policy Numbers if different than the Policy Number as displayed on the declarations page.

Munich REinsurance (Certain Underwriters at Lloyds)	n/a
Mt. Hawley Insurance Company	n/a
Accelerant/Hadron Specialty Insurance Company	H0028BR000180-00
Indian Harbor Insurance Company	RBR1000674-00

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**DELAY IN COMPLETION ENDORSEMENT
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE BUILDERS RISK COVERAGE FORM

For the purpose of this endorsement only, the **NAMED INSURED** if different from that stated on the Policy Declarations, shall be as shown below. There shall be no Additional Insureds hereunder, unless specifically endorsed below.

Whenever “Not Covered” is shown below it denotes no coverage has been purchased and no coverage is provided. Whenever “NA” is shown below it denotes “Not Applicable” to that coverage, deductible, Sub-limit of Insurance, or other policy provision.

NAMED INSURED:	M. A. Mortenson Companies, Inc.
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In return for the payment of premium and subject to all the terms and conditions of this Policy and individual Sub-limits of Insurance shown below, the total Sub-limit of Insurance for which the Company shall be liable under this endorsement per **OCCURRENCE** but in the Aggregate shall not exceed **\$3,365,000**

These Sub-limits of Insurance are part of and not in addition to the Occurrence and Aggregate Limit(s) of Liability stated on the Policy Declarations.

DELAY IN COMPLETION SCHEDULE

Loss of Rental Income	Not Covered
30 Day Limit	Not Covered
Occurrence Limit	Not Covered
Loss of Business Income	\$200,000
30 Day Limit	\$200,000
Occurrence Limit	\$200,000
Soft Costs/Additional Expenses	\$3,165,000
30 Day Limit	\$3,165,000
Occurrence Limit	\$3,165,000

SOFT COST COVERAGE SUB-LIMITS

The Limits shown below are part of, and not in addition to, the above Limit(s). The Company will never be responsible for payment in excess of the above limit shown.

Interest Expense on Construction Loans	\$675,000
Advertising and Promotional Expense	Not Covered
Legal and Accounting Fees	\$40,000
Commissions Incurred Upon Renegotiation of Leases	Not Covered
Fees for Licenses and Permits, Insurance Premiums	\$2,050,000
Real Estate Taxes and Assessments	Not Covered
Project Administration Expense, Excluding Developer Fees and Project Resequencing Costs	\$300,000
Testing and Quality Control Cost	\$100,000
Other - #2 Description	Not Covered
Other - #3 Description	Not Covered

MAXIMUM PERIOD OF INDEMNITY		
Loss of Rental Income	0	Calendar Days
Loss of Business Income	396	Calendar Days
Soft Costs/Additional Expenses	396	Calendar Days
Scheduled Date of Completion	09/25/2026	

WAITING PERIOD	30	Calendar Days
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INSURING AGREEMENT

Subject to all terms, conditions, limitations and exclusions of this Endorsement, and of the Policy to which it is attached, the Company will pay the actual Loss of **RENTAL INCOME**, Loss of **BUSINESS INCOME** and/or **SOFT COSTS/ADDITIONAL EXPENSES** sustained during the **PERIOD OF INDEMNITY** as a result of a **DELAY** in completion of the **INSURED PROJECT** described on the Policy Declarations, or as amended by Endorsement, when such **DELAY** is caused by an **OCCURRENCE** or series of **OCCURRENCE(S)**, resulting in physical **LOSS** to insured property by an insured peril.

The Company shall also indemnify the **NAMED INSURED** for extra expenses during the **PERIOD OF INDEMNITY** that are necessarily incurred for the purpose of reducing any loss amount under this endorsement, but only to the extent that such loss amount otherwise payable under this endorsement is thereby reduced.

CIVIL AUTHORITY

The Company will pay the actual Loss of **RENTAL INCOME**, Loss of **BUSINESS INCOME** and/or **SOFT COSTS/ADDITIONAL EXPENSES** sustained as a result of a **DELAY** in completion of the **INSURED PROJECT**, caused by action of civil authority that prohibits access to the **INSURED PROJECT** site stated on the Policy Declarations due to direct physical **LOSS** to property, other than at the **INSURED PROJECT** site stated on the Policy Declarations, caused by or resulting from an insured peril. This coverage will apply for a period of up to thirty (30) consecutive days after the application of the **WAITING PERIOD**.

INGRESS / EGRESS

The Company will pay the actual Loss of **RENTAL INCOME**, Loss of **BUSINESS INCOME** and/or **SOFT COSTS/ADDITIONAL EXPENSES** sustained as a result of a **DELAY** in completion of the **INSURED PROJECT**, caused by an insured peril that prohibits access to the **INSURED PROJECT** site stated on the Policy Declarations due to direct physical **LOSS** to property, other than at the **INSURED PROJECT** site stated on the Policy Declarations. This coverage will apply for a period of up to thirty (30) consecutive days after the application of the **WAITING PERIOD**.

UTILITY INTERRUPTION

The Company will pay for the actual Loss of **RENTAL INCOME**, Loss of **BUSINESS INCOME** and/or **SOFT COSTS/ADDITIONAL EXPENSES** sustained as a result of a **DELAY** in completion of the **INSURED PROJECT** caused by loss of electrical, steam, gas, water, sewer, telephone, or any other utility or service, situated on or within two (2) statute miles to the **INSURED PROJECT** site due to direct physical **LOSS** caused by an insured peril. This coverage will apply for a period of up to thirty (30) consecutive days after the application of the **WAITING PERIOD**.

ORDINANCE OR LAW

The Company will pay for the actual Loss of **RENTAL INCOME**, Loss of **BUSINESS INCOME** and/or **SOFT COSTS/ADDITIONAL EXPENSES** sustained as a result of a **DELAY** in completion of the **INSURED PROJECT** caused by the enforcement of any ordinance or law regulating construction, rebuilding, repair, removal or reconstruction of the work at the **INSURED PROJECT** site due direct physical **LOSS** to insured property caused by or resulting from an insured peril. This coverage will apply for a period of up to thirty (30) consecutive days after the application of the **WAITING PERIOD**.

This coverage only applies as respects Ordinance or Law in effect at the time of direct physical **LOSS** and if the Ordinance or Law extension of coverage is purchased and a Sub-limit of Insurance is stated on the Declarations.

WAITING PERIOD

The coverage provided by this endorsement applies to each **DELAY** that exceeds the **WAITING PERIOD**, and only for such part of that **DELAY** that is in excess of this period.

In the event that more than one **WAITING PERIOD** shall apply to the coverage provided by this endorsement, only the longest **WAITING PERIOD** shall be applied.

The **WAITING PERIOD** of this endorsement applies independently and shall not be combined with any deductible that applies to physical **LOSS** covered by this Policy.

ADDITIONAL EXCLUSIONS

The Company shall not be liable for any increase in **DELAY** caused by or resulting from:

1. **LOSS** to property not insured by this policy.
2. Alterations, additions, improvements or other changes made in the design, plans, specifications or other contract documents for the **INSURED PROJECT** which are required to affect the repair or replacement of the damaged property.
3. The unavailability of funds for the repair or replacement of lost or damaged property.
4. Import, export or customs restrictions and/or regulations.
5. Breach of contract, late or non-completion of orders and/or suspension, lapse or cancellation of any lease or purchase order.
6. Failure of the **NAMED INSURED** or any Additional Insureds to obtain, maintain or extend any permit, lease, license or purchase order commitments.
7. Failure of the **NAMED INSURED** or any Additional Insureds to use due diligence and dispatch in restoring the damaged property to the condition existing prior to the **LOSS**.
8. Interference with the **INSURED PROJECT** by strikers or other persons with the transportation of property, the construction, rebuilding, repairing or replacing of insured property hereunder or the occupancy and use of the premises.
9. Consequential damages including liquidated damages, performance or non-performance penalties, penalties for non-completion or non-compliance with contract conditions.
10. Any deviation from the original **SCHEDULED DATE OF COMPLETION** or revisions thereto, and which is independent of an insured **LOSS** which gives rise to a **DELAY**, whether occurring prior to or after an **OCCURRENCE**.

GENERAL CONDITIONS

1. The **NAMED INSURED** shall furnish in writing, as often as required by the Company, progress reports on the **INSURED PROJECT**, except the **NAMED INSURED** shall immediately advise the Company in writing of any change which is likely to affect the **SCHEDULED DATE OF COMPLETION**. In the event a difference between the anticipated and actual progress of the work necessitates revision of the **SCHEDULED DATE OF COMPLETION**, the Company and the **NAMED INSURED** shall agree to a revised **SCHEDULED DATE OF COMPLETION** which will be endorsed to this Policy. The **NAMED INSURED** shall then establish a revised progress schedule for the work which will be the basis of comparison with future progress reports. In the event of any further differences between the revised progress schedule and progress reports, similar revision(s) in the progress schedule will be made and a revised **SCHEDULED DATE OF COMPLETION** will be endorsed to this Policy.

Revisions to the **SCHEDULED DATE OF COMPLETION** will not be made as a result of insured **LOSS(es)**.

In no case will the revised **SCHEDULED DATE OF COMPLETION** be earlier than the original **SCHEDULED DATE OF COMPLETION** shown hereon.

2. It is a condition precedent to coverage under this endorsement that the **NAMED INSURED** shall make every reasonable attempt to minimize the amount of any **LOSS** by:
 - A. Making complete or partial use of covered or other property at the location of the **INSURED PROJECT** or other location; and/or
 - B. Make use of other machinery, equipment or supplies; and/or
 - C. Minimize the extent of any interference with the construction schedule so as to avoid or diminish any **DELAY**.
3. The Company shall not be liable during the **PERIOD OF INDEMNITY** for more than the amount stated on Page 2 of this Endorsement.
4. At the end of the first month of the **PERIOD OF INDEMNITY** and monthly thereafter, if it is possible for the Company to determine the minimum amount of loss payable under this endorsement for the elapsed period, the Company shall pay such amount(s) to the **NAMED INSURED** as an installment of the total loss.

5. The Company shall have the right, but not the duty to conduct an audit of the **NAMED INSURED's** records twelve months after actual commencement of operations to determine the loss as defined by this Endorsement, as well as any expenses related to reducing loss incurred by the **NAMED INSURED**. Due consideration shall be given to seasonal patterns, trends, variations or special circumstances which would have affected the business had the **DELAY** not occurred, so that the amount thus adjusted shall represent as nearly as may be reasonably practicable the amount which, in the absence of the **DELAY**, would have been realized. Any amount saved in respect of labor costs, charges and expenses that have ceased or reduced during the **PERIOD OF INDEMNITY** and liquidated damage the **NAMED INSURED** is entitled to receive, whether collectible or not, shall be deducted from the loss during the **PERIOD OF INDEMNITY**.
6. If the amount of loss determined by any audit conducted by the Company is less than or exceeds the sum paid by the Company during the **PERIOD OF INDEMNITY**, the difference between the two amounts shall be paid by or to the Company as the case may be.
7. Upon request by the Company, the **NAMED INSURED** shall make available all records and information relevant to the coverage provided by this endorsement.
8. It is a condition of this insurance that the **NAMED INSURED** shall begin normal operations as soon as practical.

DEFINITIONS

For purposes of this endorsement, the following definitions shall apply in addition to those set forth in the Policy:

1. BUSINESS INCOME

The amount not realized by the **NAMED INSURED** during the **PERIOD OF INDEMNITY** which would have been earned from the commencement of operations or use and occupancy of the work if the **DELAY** had not occurred, consisting of;

The sum of:

- A. The net profit or loss (before income taxes), and
- B. The continuing normal operating expenses, including payroll.

2. CONSTRUCTION LOANS

Written agreements under which the **NAMED INSURED** borrows money from a Lender for the sole purpose of funding construction, fabrication, assembly, installation, erection or alteration of **INSURED PROJECTS** under this Policy. For the purpose of this clause, "Lender" means a third party that is not affiliated with or related to the **NAMED INSURED** and is a financial institution licensed or authorized to lend money under applicable federal or state law.

The following are not **CONSTRUCTION LOANS** under this Policy:

- A. Financial allocations among parent companies, affiliates and subsidiaries of the **NAMED INSURED**.
- B. Internal financing between parent companies, affiliates and subsidiaries of the **NAMED INSURED**.
- C. Loans made to the **NAMED INSURED** by a parent, affiliate or subsidiary of the **NAMED INSURED**.

3. DELAY

The period of time between the **SCHEDULED DATE OF COMPLETION** and the actual date on which commercial operations or use and occupancy can commence with the exercise of due diligence and dispatch.

4. INSURED PROJECT

The work which the **NAMED INSURED** is contractually obligated to perform in accordance with the contract documents being more fully described and located as set forth on the Construction Risk Declarations

5. LOSS

Accidental loss or damage.

6. NAMED INSURED

The persons or companies identified on the Construction Risk Declarations

7. OCCURRENCE

All **LOSS** attributable directly or indirectly to one originating cause, event, incident or repeated exposure to the same

originating cause, event, or incident, or to one series of similar originating causes, events, incidents or repeated exposures to the same originating cause, event or incident first occurring in the Policy period. All such **LOSS** will be treated as one **OCCURRENCE**, unless a specific period of time is included in this Policy. The most the Company will pay for **LOSS** in any one **OCCURRENCE** is the applicable Limit of Insurance shown on the Construction Risk Declarations.

8. PERIOD OF INDEMNITY

The period of time that begins immediately following the **SCHEDULED DATE OF COMPLETION** for the **INSURED PROJECT** which is in excess of the **WAITING PERIOD** and ending the earlier of:

- A. The applicable number of days shown on page 1 of this Endorsement for the Maximum **PERIOD OF INDEMNITY**; or
- B. The actual date on which the commercial operations or use and occupancy can commence with the exercise of due diligence and dispatch.

The **PERIOD OF INDEMNITY** for any insured **DELAY** hereunder shall not be limited or otherwise affected by the expiration, cancellation or termination of this the Policy.

9. RENTAL INCOME

Revenues from rentals and leases not realized during the **PERIOD OF INDEMNITY**, which would have been earned by the **NAMED INSURED** if the **DELAY** had not occurred, less non-continuing expenses.

10. SCHEDULED DATE OF COMPLETION

The later of the completion date scheduled in the construction contract and stated on Page 1 of this Endorsement, or the date the **INSURED PROJECT** would have been completed for commencement of commercial operations or use and occupancy if a **LOSS** had not occurred.

11. SOFT COSTS/ADDITIONAL EXPENSES

Expenditures which are necessarily incurred during the **PERIOD OF INDEMNITY**, which would not have been incurred by the **NAMED INSURED** if the **DELAY** had not occurred, including:

- A. Interest Expense on **CONSTRUCTION LOAN(S)**
- B. Advertising And Promotional Expense
- C. Legal And Accounting Fees
- D. Commissions Incurred Upon Renegotiation of Leases
- E. Fees For Licensing and Permits
- F. Insurance Premiums for Builders Risk, Workers' Compensation and General Liability Insurance
- G. Real Estate Taxes and Assessments
- H. Project Administration Expense, Excluding Developer Fees and Project Resequencing Costs
- I. Other, As Accepted by The Company and Scheduled on This Endorsement.

12. WAITING PERIOD

The number of calendar days per **OCCURRENCE** stated on Page 1 of this Endorsement, beginning with the later of the **SCHEDULED DATE OF COMPLETION** or the date the **INSURED PROJECT** could have been completed had there been no **LOSS**.

All other terms and conditions remain unchanged.



M A Mortenson Company
700 Meadow Lane North
Minneapolis, Minnesota 55422

Project: 24030056 - City of Richfield - Wood Lake Nature Center Building
Project
6710 Lake Shore Drive
Richfield, Minnesota 55423

Prime Contract Potential Change Order #006: NEPA Project Review Schedule Delay

Table with 4 columns: TO, FROM, PCO NUMBER/REVISION, CONTRACT, REQUEST RECEIVED FROM, CREATED BY, CREATED DATE, TOTAL AMOUNT. Contains project details and financial information.

POTENTIAL CHANGE ORDER TITLE: NEPA Project Review Schedule Delay

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

The delayed NEPA review of the Wood Lake Nature Center has resulted in a three month delay in the start date of the project. This delay has resulted in 3 distinct cost impact categories.

First, the delay has required Mortenson to expend additional supervisory labor costs to hold staff on the project while the review was completed. This consists of part time project manager and superintendent positions but does not include other originally planned staff. Mortenson was able to divert the other staff to other projects during the delay period to minimize the impact to the project.

The cost associated with this portion of the delay is \$127,745.00

Second, there is a shift in the schedule due to the delayed review. Schedule options were created evaluating the best path forward to minimize the impact to the project. Mortenson evaluated resequencing the slab on grade and structure, doing nothing and following the original sequence and schedule, or working overtime on critical path activities up to the slab on grade placement and utility work. All there paths had different impacts, however, after financial and schedule impact from our trade partners it was determined that the least impactful approach would be to work overtime on the critical path activities that led to getting the slab on grade placed as early as possible and the utility work done before the ground freeze. This path is reflected in the July 2025 schedule update, attached to this PCO. Our trade partners cost impacts to work overtime are included as well. These costs reflect the difference between the standard and premium time for the hours associated with the critical path activities from the start of construction though the slab on grade placement. The following companies had impacts for overtime work.

Legend Mechanical – Underground mechanical and plumbing installation, radiant floor piping installation

Ramsey Companies – Aggregate Piers

Olympiatech Electric – Underground Electrical and LV Installation.

Kevitt – Demolition, Excavation, Earthwork, Utilities

Northland – Concrete Footings, Wall, Slab on Grade.

The cost associated with this portion of the delay is \$187,421.00

Third, the shift in schedule, even when mitigated, pushed activities into the winter which causes a loss in productivity due to efficiency loss in colder conditions. These losses come in the form of material and personnel limitation as well as environmental limitations. This shift has resulted in the overall project schedule shifting from 12.5 months to 13.5 months. This shift results in cost impacts in two ways. First, winter conditions.

Northland concrete has included some costs for winter condition considerations for the slab on grade placement as blanketing will be needed to maintain the ground and slab temperature needed. Second, activities that are being performed by Mortenson carpentry have shifted into months where winter conditions are present. This will result in some productivity loss in the execution of the work. We estimate this loss to be at around 15% efficiency loss for those activities which were originally scheduled outside of the winter months and this PCO includes those costs.

Lastly, there are additional storage fees for storing the Glulam and DLT materials as they will be fabricated and ready to be shipped at or around the originally scheduled dates but the site will not be ready to receive them at the originally scheduled date. These costs from SstructureCraft are included in this PCO.

The cost associated with this portion of the delay is \$147,653.44

Lastly, incorporation of this PCO would change the substantial completion date of the project from 7/2/2026 to 10/21/2026.

ATTACHMENTS:

CHANGE EVENTS

Description	Vendor	Qty	Units	Unit Cost	Amount
Supervisory Labor					
NEPA Review Delay - Project Manager		485.0	HR	\$137.00	\$66,445.00
NEPA Review Delay - Superintendent		485.0	HR	\$154.00	\$74,690.00
NEPA Review Delay - Project Engineer Hold Costs		18.0	HR	\$124.00	\$2,232.00
NEPA Review Delay - Project Manager - Additional Schedule Month		176.0	HR	\$137.00	\$24,112.00
NEPA Review Delay - Superintendent - Additional Schedule Month		176.0	HR	\$154.00	\$27,104.00
NEPA Review Delay -Field Engineer - Additional Schedule Month		132.0	HR	\$76.00	\$10,032.00
NEPA Review Delay - Safety Manager - Additional Schedule Month		18.0	HR	\$124.00	\$2,232.00
NEPA Review Delay - Project Executive - Additional Schedule Month		16.0	HR	\$220.00	\$3,520.00
Subcontracts					
NEPA Review Delay - Legend Mechanical Overtime Costs for July 2025 Schedule Update	Legend Companies	1.0	LS	\$15,326.00	\$15,326.00
NEPA Review Delay - Ramsey Overtime Costs for July 2025 Schedule Update	Ramsey Companies Inc	1.0	LS	\$2,577.00	\$2,577.00
NEPA Review Delay - Kevitt Overtime Costs for July 2025 Schedule Update	Kevitt Excavating Llc	1.0	LS	\$39,640.20	\$39,640.20
NEPA Review Delay - Electrical Overtime Costs for July 2025 Schedule Update	Olympiatech Electrical Contractors Inc	1.0	LS	\$43,642.00	\$43,642.00
NEPA Review Delay - Northland Overtime Costs for July 2025 Schedule Update	Northland Concrete & Masonry	1.0	LS	\$84,675.00	\$84,675.00
NEPA Review Delay - Additional Street Cleaning - Additional Schedule Month		1.0	months	\$4,000.00	\$4,000.00
Purchase Agreements					
NEPA Review Delay - Additional Glulam Material Storage	Structurecraft Builders Usa Inc	1.0	months	\$550.00	\$550.00
NEPA Review Delay - Additional DLT Storage	Structurecraft Builders Usa Inc	2.0	months	\$806.00	\$1,612.00
Equipment - All					
NEPA Review Delay - Project Office Furniture - Additional Schedule Month		1.0	months	\$850.00	\$850.00
NEPA Review Delay - Project Trailer - Additional Schedule Month		1.0	months	\$2,109.00	\$2,109.00
NEPA Review Delay Carpentry Package Productivity Loss Due To Work Shift To Winter Months - Mass Timber Erection Crane		0.3	months	\$9,800.00	\$2,940.00
General Conditions					
NEPA Review Delay - Trailer Restroom - Additional Schedule Month		1.0	months	\$610.00	\$610.00
NEPA Review Delay - Additional Office Supplies - Additional Schedule Month		1.0	months	\$850.00	\$850.00
NEPA Review Delay - Additional Printer Rental - Additional Schedule Month		1.0	months	\$350.00	\$350.00
NEPA Review Delay - Additional Site Utility Bill- Additional Schedule Month		1.0	months	\$950.00	\$950.00

Description	Vendor	Qty	Units	Unit Cost	Amount
NEPA Review Delay - Additional Site Network - Additional Schedule Month		1.0	months	\$920.00	\$920.00
NEPA Review Delay Additional Site Drinking Water - Additional Schedule Month		1.0	months	\$250.00	\$250.00
NEPA Review Delay - Additional Site Toilets - Additional Schedule Month		1.0	months	\$350.00	\$350.00
NEPA Review Delay - Additional Equipment operating costs - Additional Schedule Month		1.0	months	\$600.00	\$600.00
NEPA Review Delay - Additional Dumpsters - Additional Schedule Month		1.0	months	\$750.00	\$750.00
NEPA Review Delay Carpentry Package Productivity Loss Due To Work Shift To Winter Months - Winter Small Tools		1.0	LS	\$1,100.00	\$1,100.00
NEPA Review Delay - Additional Heating for Non Enclosed Building		1.2	months	\$9,990.00	\$11,988.00
Craft Labor					
NEPA Review Delay - Additional Crew Hours for Temp Heat System - For Work shifted into winter months		65.1	HR	\$92.03	\$5,991.15
NEPA Review Delay - Additional Periodic Clean Up - Additional Schedule Month		40.0	HR	\$92.03	\$3,681.20
NEPA Review Delay Carpentry Package Productivity Loss Due To Work Shift To Winter Months - Interior Wall Construction Shift		101.0	HR	\$101.44	\$10,245.44
NEPA Review Delay Carpentry Package Productivity Loss Due To Work Shift To Winter Months - In Wall Blocking		36.0	HR	\$101.44	\$3,651.84
NEPA Review Delay Carpentry Package Productivity Loss Due To Work Shift To Winter Months - Roof Joists		20.0	HR	\$101.44	\$2,028.80
NEPA Review Delay Carpentry Package Productivity Loss Due To Work Shift To Winter Months - Mass Timber Column Install		35.0	HR	\$101.44	\$3,550.40
NEPA Review Delay Carpentry Package Productivity Loss Due To Work Shift To Winter Months - Mass Timber Beam Installation		51.0	HR	\$101.44	\$5,173.44
NEPA Review Delay Carpentry Package Productivity Loss Due To Work Shift To Winter Months - Deck Installation		30.0	HR	\$101.44	\$3,043.20
NEPA Review Delay Carpentry Package Productivity Loss Due To Work Shift To Winter Months - Soffit and Parapet Framing		76.0	HR	\$101.44	\$7,709.44
NEPA Review Delay Carpentry Package Productivity Loss Due To Work Shift To Winter Months - Mass Timber Erection Crane Operator		120.0	HR	\$103.82	\$12,458.40
NEPA Review Delay Carpentry Package Productivity Loss Due To Work Shift To Winter Months - Carpentry Package Ice Removal From Working Areas		36.0	HR	\$101.44	\$3,651.84
Subtotal:					\$488,191.35
PP Bond - .75% (0.75%):					\$3,661.44
SDI - 1.3% (1.30%):					\$1,413.62
GI Insurance - 1% (1.00%):					\$4,932.66
SPW Carpentry - 10% (10.00%):					\$5,080.10
Base Fee - 3.25% (3.25%):					\$16,356.57
Grand Total:					\$519,635.74

ACCEPTED:
City of Richfield

 BY (Signature)

 (Printed Name)

 Date

ACCEPTED:
City of Richfield

 BY (Signature)

 (Printed Name)

 Date

ACCEPTED:
M A Mortenson Company

 BY (Signature)

 (Printed Name)

 Date

This change estimate includes items clearly indicated on the referenced documentation only, and as clarified herein. Changes to Contract Documents not specifically identified as revisions are not included in this proposal, unless specifically noted. Mortenson reserves the right to a future contract sum and schedule adjustment should changes be discovered which are not identified as such in the referenced documents and to submit for additional compensation related to the impact of this change on unchanged work or the effect of this change in combination with other changes.

Wood Lake Nature Center Building

July 2025 Schedule Update

#	Activity ID	Activity Name	Orig. Dur'n	Start	Finish	Calendar	2026												2027					
							Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	Summary & Milestones		308	Sep/02/25	Nov/17/26	5 Days/Week w/ Holidays																		
2	A2470	Start Construction	0	Sep/02/25		5 Days/Week w/ Holidays																		
3	A2480	Start Foundations	0	Oct/03/25		5 Days/Week w/ Holidays																		
4	A2500	Start Structure	0	Oct/03/25		5 Days/Week w/ Holidays																		
5	A2490	Finish Foundations	0		Oct/28/25	5 Days/Week w/ Holidays																		
6	A2520	Start Interior Rough In	0	Jan/08/26		5 Days/Week w/ Holidays																		
7	A2540	Start Enclosure	0	Jan/08/26		5 Days/Week w/ Holidays																		
8	A2510	Finish Structure	0		Jan/21/26	5 Days/Week w/ Holidays																		
9	A2550	Finish Enclosure	0		Mar/19/26	5 Days/Week w/ Holidays																		
10	A2570	Start Interior Finishes	0	Apr/03/26		5 Days/Week w/ Holidays																		
11	A2590	Ready For Systems Start Up	0	Apr/03/26		5 Days/Week w/ Holidays																		
12	A2530	Finish Interior Rough In	0		May/01/26	5 Days/Week w/ Holidays																		
13	A2560	Permanent Power Energized	0	Jul/28/26		5 Days/Week w/ Holidays																		
14	A2580	Finish Interior Finishes	0		Sep/23/26	5 Days/Week w/ Holidays																		
15	A1340	Substantial Completion	0		Oct/21/26*	5 Days/Week w/ Holidays																		
16	A1360	Final Completion	0		Nov/17/26	5 Days/Week w/ Holidays																		
17	Design & Pre-Construction		48	Jun/23/25 A	Aug/30/25	7 Days/Week w/o Holidays																		
18	A3410	SHPO - Owner Prepare/Procure Signed MOA	15	Jun/23/25 A	Jul/29/25 A	5 Days/Week w/ Holidays																		
19	A2700	SHIPO - Comment Period	30	Aug/01/25 A	Aug/30/25	7 Days/Week w/o Holidays																		
20	VDC and Coordination		29	Jul/10/25 A	Sep/02/25	5 Days/Week w/ Holidays																		
21	Underground		10	Jul/22/25 A	Aug/04/25	5 Days/Week w/ Holidays																		
22	A1750	VDC Underground - DT Review Coordination Drawings	10	Jul/22/25 A	Aug/04/25	5 Days/Week w/ Holidays																		
23	Area 1 - Area A B C		12	Jul/29/25 A	Aug/19/25	5 Days/Week w/ Holidays																		
24	A1780	VDC Area 1 - Prepare Coordination Drawings	2	Jul/29/25 A	Aug/05/25	5 Days/Week w/ Holidays																		
25	A1790	VDC Area 1 - DT Review Coordination Drawings	10	Aug/06/25	Aug/19/25	5 Days/Week w/ Holidays																		
26	Area 2 - Area D Mech Rm and Roof		29	Jul/10/25 A	Sep/02/25	5 Days/Week w/ Holidays																		
27	A1820	VDC Area 2 - Coordination	9	Jul/10/25 A	Aug/14/25	5 Days/Week w/ Holidays																		
28	A1830	VDC Area 2 - Prepare Coordination Drawings	2	Aug/15/25	Aug/18/25	5 Days/Week w/ Holidays																		
29	A1840	VDC Area 2 - DT Review Coordination Drawings	10	Aug/19/25	Sep/02/25	5 Days/Week w/ Holidays																		
30	Procurement		185	May/12/25 A	Apr/20/26	5 Days/Week w/ Holidays																		
31	Mass Timber		116	Jun/11/25 A	Dec/17/25	5 Days/Week w/ Holidays																		
32	A1650	GLT - Procure Raw Materials	15	Jun/11/25 A	Aug/22/25	5 Days/Week w/ Holidays																		
33	A1410	GLT - MAM Review Shop drawings	2	Jul/29/25 A	Aug/07/25	5 Days/Week w/ Holidays																		
34	A1460	GLT - DT Review Shop Drawings	10	Aug/08/25	Aug/21/25	5 Days/Week w/ Holidays																		
35	A1880	Mass Timber Column Base - Procure Raw Materials	28	Aug/22/25	Oct/01/25	5 Days/Week w/ Holidays																		
36	A1990	Mass Timber Anchor Bolts - Procure Raw Materials	15	Aug/22/25	Sep/12/25	5 Days/Week w/ Holidays																		
37	A1670	GLT - Fabricate Materials	40	Aug/25/25	Oct/20/25	5 Days/Week w/ Holidays																		
38	A1940	DLT - Fabricate Materials	14	Sep/02/25*	Sep/19/25	5 Days/Week w/ Holidays																		
39	A2000	Mass Timber Anchor Bolts - Fabricate Materials	10	Sep/15/25	Sep/26/25	5 Days/Week w/ Holidays																		
40	A1890	Mass Timber Column Base - Fabricate Materials	10	Oct/02/25	Oct/15/25	5 Days/Week w/ Holidays																		
41	A2030	GLT - Ship Materials	15	Nov/05/25	Nov/25/25	5 Days/Week w/ Holidays																		
42	A1950	DLT - Ship Materials	15	Nov/25/25	Dec/17/25	5 Days/Week w/ Holidays																		
43	Steel/Misc Metals		119	Aug/04/25	Jan/23/26	5 Days/Week w/ Holidays																		
44	A4310	Structural Steel - Complete Coordination	13	Aug/04/25	Aug/20/25	5 Days/Week w/ Holidays																		
45	A4360	Structural Steel - Fabricate Anchor Bolts	20	Aug/04/25	Aug/29/25	5 Days/Week w/ Holidays																		
46	A4370	Misc Metals - Prepare Submittal Package	15	Aug/04/25	Aug/22/25	5 Days/Week w/ Holidays																		
47	A4320	Structural Steel - Prepare Shop Drawings	7	Aug/21/25	Aug/29/25	5 Days/Week w/ Holidays																		

- ◆ Milestone
- Construction
- Progressed
- Pre-Construction
- Critical Work
- Project Summary
- Procurement
- ◆ Critical Milestones

Wood Lake Nature Center Building July 2025 Schedule Update

#	Activity ID	Activity Name	Orig. Dur'n	Start	Finish	Calendar	2026												2027					
							Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
146	Civil/Site Utilities		70	Jun/16/25 A	Oct/09/25	5 Days/Week w/ Holidays																		
147	A2680	Storm - DT Review Structure Submittal	10	Jun/16/25 A	Aug/15/25	5 Days/Week w/ Holidays																		
148	A2930	Lift Station - Prepare Submittal	10	Aug/04/25	Aug/15/25	5 Days/Week w/ Holidays																		
149	A2690	Storm - Procure Structures	35	Aug/18/25	Oct/06/25	5 Days/Week w/ Holidays																		
150	A3280	Lift Station - MAM Review Submittal	3	Aug/18/25	Aug/20/25	5 Days/Week w/ Holidays																		
151	A3290	Lift Station - DT Review Submittal	10	Aug/21/25	Sep/04/25	5 Days/Week w/ Holidays																		
152	A3300	Lift Station - Procure Material	25	Sep/05/25	Oct/09/25	5 Days/Week w/ Holidays																		
153	Construction		271	Aug/28/25	Sep/23/26																			
154	Site Services		8	Aug/28/25	Sep/09/25																			
155	A1850	Install Site Fence	6	Aug/28/25	Sep/05/25	5 Days/Week w/ Holidays																		
156	A1860	SWPP - Install	3	Aug/28/25*	Sep/03/25	Overtime Work Week																		
157	A1160	Site Mobilization	3	Sep/02/25*	Sep/04/25	Overtime Work Week																		
158	A1230	Build Temp Power Transformer Pad	1	Sep/02/25	Sep/02/25	5 Days/Week w/ Holidays																		
159	A1170	Install Temp Power Transformer (Xcel)	2	Sep/03/25	Sep/04/25	5 Days/Week w/ Holidays																		
160	A1180	Install Temp Site Power System	3	Sep/05/25	Sep/09/25	5 Days/Week w/ Holidays																		
161	Mockups		21	Oct/14/25	Nov/11/25	5 Days/Week w/ Holidays																		
162	A2370	Enclosure Mockup - Grade Site	1	Oct/14/25	Oct/14/25	5 Days/Week w/ Holidays																		
163	A2380	Enclosure Mockup - FRP Foundation	2	Oct/15/25	Oct/16/25	5 Days/Week w/ Holidays																		
164	A2390	Enclosure Mockup - Frame Wall	2	Oct/17/25	Oct/20/25	5 Days/Week w/ Holidays																		
165	A2400	Enclosure Mockup - Construct Mockup	13	Oct/21/25	Nov/06/25	5 Days/Week w/ Holidays																		
166	A2410	Enclosure Mockup - Test Mockup	3	Nov/07/25	Nov/11/25	5 Days/Week w/ Holidays																		
167	Demolition		12	Aug/28/25	Sep/15/25																			
168	A2990	Complete Nesting Survey	1	Aug/28/25	Aug/28/25	5 Days/Week w/ Holidays																		
169	A1970	Existing Utilities - Remove Electrical	2	Sep/02/25*	Sep/03/25	5 Days/Week w/ Holidays																		
170	A3000	Transplant Trees	2	Sep/02/25	Sep/03/25	5 Days/Week w/ Holidays																		
171	A3360	Demo - Remove Hazardous Materials	2	Sep/02/25	Sep/03/25	5 Days/Week w/ Holidays																		
172	A1980	Demo - Salvage Existing Amenities	2	Sep/04/25	Sep/05/25	Overtime Work Week																		
173	A2050	Demo - Demo Building	6	Sep/05/25	Sep/15/25	Overtime Work Week																		
174	A2210	Demo - Remove Parking Lot and Curb and Gutter Low	3	Sep/09/25	Sep/12/25	Overtime Work Week																		
175	A1620	Tree and Stump Removal - Phase 2	4	Sep/10/25	Sep/15/25	Overtime Work Week																		
176	Utilities Construction		78	Sep/12/25	Jan/06/26																			
177	A2110	Geothermal - Drill Wells Row 1	5	Sep/12/25	Sep/19/25	5 Days/Week w/ Holidays																		
178	A2060	Rough Grade Building Pad/ Build Access	4	Sep/16/25	Sep/19/25	Overtime Work Week																		
179	A2130	Geothermal - Drill Wells Row 2	5	Sep/19/25	Sep/26/25	5 Days/Week w/ Holidays																		
180	A2150	Geothermal - Drill Wells Row 3	5	Sep/26/25	Oct/03/25	5 Days/Week w/ Holidays																		
181	A2090	Geothermal - Lay piping Row 1-3	4	Oct/03/25	Oct/09/25	5 Days/Week w/ Holidays																		
182	A3230	Grading - Backfill and Grade Geothermal Field	4	Oct/09/25	Oct/15/25	5 Days/Week w/ Holidays																		
183	A3350	Subgrade Pond	6	Oct/27/25	Nov/03/25	Overtime Work Week																		
184	A3220	Site Utilities - 36" to OCS 1	2	Nov/03/25	Nov/05/25	Overtime Work Week																		
185	A3170	Site Utilities - ST1 to ST4	2	Nov/05/25	Nov/07/25	Overtime Work Week																		
186	A3180	Site Utilities - Sanitary	2	Nov/07/25	Nov/12/25	Overtime Work Week																		
187	A3190	Site Utilities - Fire and Water Service	4	Nov/12/25	Nov/18/25	Overtime Work Week																		
188	A3200	Site Utilities ST 15 to ST 10	3	Nov/18/25	Nov/21/25	Overtime Work Week																		
189	A1190	Site Final Grade	28	Nov/21/25	Jan/06/26	Overtime Work Week																		
190	A3210	Site Utilities ST 21 to ST 20	1	Nov/21/25	Nov/24/25	Overtime Work Week																		
191	Foundations and Structure		91	Sep/17/25	Jan/28/26																			
192	A3010	Agg Piers - Test Pier	2	Sep/17/25	Sep/19/25	Overtime Work Week																		
193	A2070	Agg Piers - Install	8	Sep/22/25	Oct/01/25	Overtime Work Week																		

◆ Milestone
 Construction
 Progressed
 Pre-Construction
 Critical Work
 Project Summary
 Procurement
◆ Critical Milestones



8440 Eagle Creek Pkwy
Savage, MN 55378

CE #57 Schedule July 2025 Schedule Update SHPO Review Delay

Project: Wood Lake Nature Center
Requested by: Alex Spangler

Job #: 6025002
Date: 8/18/2025

Description of work:

Additional costs associated with working 10hr days for underground mechanical and plumbing.

Exclusions:

MATERIALS

Equipment \$ -
Material: glue and fuel \$ -
Sales Tax: 9.03 % \$ -

Material Subtotal: \$ -

LABOR

	<u>Hours</u>	<u>Labor Rate</u>		<u>Cost</u>
Sheet Metal Field 320 x .2	64	36.20	per hour	\$ 2,316.80
Plumbing Field 850 x .2	170	57.08	per hour	\$ 9,703.60
Pipefitter Field 160 x .2	32	59.78	per hour	\$ 1,912.96
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

Labor Subtotal: \$ 13,933.36

SUBCONTRACTS

1)	\$ -
2)	\$ -
3)	\$ -
4)	\$ -
5)	\$ -

Subcontracts Subtotal: \$ -

Equipment Rental..... \$ -
Indirect Costs for this C.O. \$ -
Permits and Fees \$ -

Change Order Subtotal Cost	\$	13,933.36
Overhead 10 %	\$	1,393.00
Subtotal with Overhead	\$	15,326.36
Margin 0 %	\$	-
Subtotal with Mark-up	\$	15,326.36
Credits	\$	-
Special Insurance	\$	-
Bond Premium	\$	-

This proposal may be withdrawn by us if not accepted within 30 days.

Time extension: 0 days.

TOTAL CHANGE ORDER PRICE: \$ 15,326.00

Submitted by: _____

Date: _____

Approved by: _____

Date: _____

Ramsey Co Pricing

From: Mike Dworsky <mike.dworsky@ramseyco.com>
Sent: Friday, July 25, 2025 11:21 AM
To: Alex Spangler
Subject: Re: Overtime pricing

Categories: Pricing Followup

CAUTION: External Sender. Use caution when clicking on links or attachments.

Alex - The additional price for 50 hour weeks (M-F 10 hour days) would be \$2,577.00

Mike Dworsky, P.E. | Project Manager Foundations Group
Ramsey Companies | 8297 Brooklyn Blvd | Minneapolis, MN 55445
763.999.5509 direct | 763-290-5654 cell
mike.dworsky@ramseyco.com | www.ramseyco.com



From: Alex Spangler <Alex.Spangler@mortenson.com>
Sent: Friday, July 25, 2025 8:13 AM
To: Mike Dworsky <mike.dworsky@ramseyco.com>
Subject: Overtime pricing

Hi Mike, I was wondering if you had a chance to put a number to the overtime schedule we sent out. This would be a number to change the work at Woodlake from a standard day to a 10 hour day. Can you shoot me a number for that? Need it today to finalize some pricing thanks.

Alex Spangler

720-253-3517

SUPPLEMENTAL PAYMENT REQUEST

Internal Admin. Use Only
COR Control #
0 03D



Bill To: Mortenson
700 Meadow Lane North, Minneapolis, MN 55422

Owner: City of Richfield

Date: 8/29/2025	to	Job #	COR NO: 03D
Project Name: Wood Lake Nature Center			
Location/Stationing:			
Plan Page:		Soil Type:	
Present at Site:			
Work Requested By:			
Weather:		Field Order No.:	
Temp:		Team Leader:	

DESCRIPTION OF WORK PERFORMED:
2 hours of OT per person starting 8/28/25 through 1/06/26 to expedite building slab pour. 2 OT hours x 93 working days = 186 hours. 2nd Crew(utilities) figured at 14 working days, 14 x 2= 28 hours. OT premium is based on OT rate minus standard pay rate. Foreman OT = \$175 per hour/ Foreman Standard = \$125 per hour/ OT Premium = \$50 per Hour
Laborer/Operator OT = \$142 per Hour/ Laborer/Operator standard = \$105 per hour/ OT Premium = \$37 per hour. This pricing does not include any costs for winter conditions, this is strictly for the OT called out on the schedule. See alternate add for winter conditions.

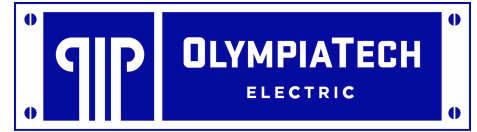
LABOR							MATERIALS					
Labor	Reg Hours	Reg Rate	OT Hours	OT Rate	Per Diem Rate	Per Diem Total	Labor Total	Material (Include Tickets/Invoices)	Units	UOM	Unit Price	Total
Foreman	0.0	\$ 125.00		\$ -	\$ -	\$ -	\$ -		0.0	EA	\$ -	\$ -
Laborer/Operator	0.0	\$ 105.00		\$ -	\$ -	\$ -	\$ -		0.0	EA	\$ -	\$ -
Laborer/Operator	0.0	\$ 105.00		\$ -	\$ -	\$ -	\$ -		0.0	EA	\$ -	\$ -
Laborer/Operator	0.0	\$ 105.00		\$ -	\$ -	\$ -	\$ -		0.0	EA	\$ -	\$ -
Laborer/Operator	0.0	\$ 105.00		\$ -	\$ -	\$ -	\$ -		0.0	EA	\$ -	\$ -
OT Premium		\$ -		\$ -	\$ -	\$ -	\$ -		0.0	EA	\$ -	\$ -
Foreman	214.0	\$ 50.00		\$ -	\$ -	\$ -	\$ 10,700.00		0.0	EA	\$ -	\$ -
Laborer/Operator	214.0	\$ 37.00		\$ -	\$ -	\$ -	\$ 7,918.00		0.0	EA	\$ -	\$ -
Laborer/Operator	214.0	\$ 37.00		\$ -	\$ -	\$ -	\$ 7,918.00		0.0	EA	\$ -	\$ -
Laborer/Operator	214.0	\$ 37.00		\$ -	\$ -	\$ -	\$ 7,918.00		0.0	EA	\$ -	\$ -
Laborer/Operator	28.0	\$ 37.00		\$ -	\$ -	\$ -	\$ 1,036.00		0.0	EA	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -	\$ -		0.0	EA	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -	\$ -		0.0	EA	\$ -	\$ -
Total							\$ 35,490.00		0.0	EA	\$ -	\$ -
EQUIPMENT							SUBCONTRACTOR(S) AND OUTSIDE SERVICES					
Equipment	Model	Reg Hours	Reg Rate	Stdby Hours	Stdby Rate	Total		Units	UOM	Unit Price	Total	
		0.0	\$ -			\$ -		0.0	EA	\$ -	\$ -	
		0.0	\$ -			\$ -		0.0	EA	\$ -	\$ -	
			\$ -			\$ -		0.0	EA	\$ -	\$ -	
			\$ -			\$ -		0.0	EA	\$ -	\$ -	
			\$ -			\$ -		0.0	EA	\$ -	\$ -	
			\$ -			\$ -		0.0	EA	\$ -	\$ -	
			\$ -			\$ -		0.0	EA	\$ -	\$ -	
			\$ -			\$ -		0.0	EA	\$ -	\$ -	
			\$ -			\$ -		0.0	EA	\$ -	\$ -	
			\$ -			\$ -		0.0	EA	\$ -	\$ -	
			\$ -			\$ -		0.0	EA	\$ -	\$ -	
Total						\$ -		0.0	EA	\$ -	\$ -	
OTHER							SUMMARY					
Description	Units	UM	Rate	Total	Sub-total Labor		\$ 35,490.00					
	0.0	HR	\$ -	\$ -	Sub-total Subsistence		\$ -					
	0.0	HR	\$ -	\$ -	Sub-total Equipment		\$ -					
	0.0	HR	\$ -	\$ -	Sub-total Other		\$ -					
	0.0	HR	\$ -	\$ -	Sub-total Material		\$ -					
	0.0	HR	\$ -	\$ -	Sub-total Subs/Outside Services		\$ -					
	0.0	HR	\$ -	\$ -	Excise Tax		9.025%	\$ -				
	0.0	HR	\$ -	\$ -	*Sub/Outside Services Mark-up		5.0%	\$ -				
	0.0	HR	\$ -	\$ -	Profit and Overhead - Combined		10.0%	\$ 3,549.00				
	0.0	HR	\$ -	\$ -	*Additional Bond Expense		1.5%	\$ 601.20				
Total				\$ -	TOTAL AMOUNT DUE		\$ 39,640.20					

Schedule extended _____ days, due to this request.

Authorized Signature: _____ Signature _____ Print Name and Title _____ Date: _____

Request for Change - 2025-020-4

Effective Date - 8/15/2025



OlympiaTech Electric
13700 Water Tower Circle
Plymouth, MN 55441
Phone: 763-559-1900
Fax: 763-559-5541

Project: **Wood Lake Nature Center**

Job No: **2025-020**

Contract No: **24030056**

To: Alex Spangler
Mortenson Construction
700 Meadow Lane North
Minneapolis, MN 55422
Ph: 763-522-2100 Fax: 763-287-5457

Subject: **Proposal Request**

Revised July Schedule Update

Work Description:

We are pleased to offer the following pricing for items listed below :

See attached for scope and additional cost related to schedule update.

While this quote is intended to be valid for 30 days after the date stated herein ("Effective Date"), due to volatility in costs for materials and labor we cannot guarantee the pricing stated in this quote ("Pricing") prior to receiving a signed change order with you for the work described herein ("Change Order"). We reserve the right to change the Pricing or withdraw this quote prior to signing a Change Order. If we have not received a signed Change Order or other clear authorization to proceed in writing within 30 days after the Effective Date this quote shall be deemed automatically withdrawn.

Pricing:

26-01-01	Electrical	43,022.00
26-01-01	Bond	620.00

If you have any questions, please contact me at 763-231-4981.

Final Amount: **\$43,642.00**

Submitted by: Jason Schimek
OlympiaTech Electric, Inc.

Approved by: _____
Date: _____

Revised July Schedule Update

Description:

Per July 2025 Schedule Update (schedule dated 08/08/2025) construction schedule working 10-hour days and 5 days a week for the duration of our UG conduit installation per the following line items only per below. The cost includes premium overtime labor and labor productivity loss.

Schedule Item #243 – Area A UG electric/LV RI, Schedule Item #244 – Area B UG electric/LV RI, Schedule Item #245 – Area C UG electric/LV RI and Schedule Item #247 - Area D UG electric/LV RI.

Refer to overtime impact and loss of productivity calculations per below:

Scheduled duration days	20	
workforce	8	
Hours per day	8	
total hours		1280
Blended labor rate	\$99.95	
Total labor cost		\$127,936.00
Premium impact calculations		
Lost Productivity %	20.00%	
Adjusted Hours		256
Total adjusted hours		1536
two hours a days & 1.5 (ten hour		307.2
straight time hours (10 Hour days)		1228.8
straight time labor cost		\$122,818.56
1.5 times blended labor rate	\$143.97	
1.5 times labor cost		\$44,227.58
Total labor cost for 10 hour days		\$167,046.14
Toal cost impact (Premium)		\$39,110.14
		\$0.00
Profit	10%	\$3,911.01
Total Premium		\$43,021.16

Payment and Performance bond \$620.00

Total cost add \$43,642.00



Cost Change Proposal

Date: 8/18/2025
Attention: Alex Spangler
Company: Mortenson

Telephone: (720) 253-3517
Email alex.spangler@mortenson.com
Project Location: Richfield, MN

Project Name: Wood Lake Nature Center
Tax Status: Project is Taxable

55423
Documents Dated: 8/8/2025
Addenda: n/a

Summary of Changes: Mortenson Requested Schedule Revision: "July 2025" dated 8-4-2025/8-8-2025

Building Concrete

- Foundations OT (1.5 Time only)
Slabs Overtime (1.5 Time only)
Heated ready-mix at drilled piers
Blanket drilled piers
Slab on Grade
- Heated ready mix
- Accelerator
- Blanket subgrade area following turnover of non-frozen subgrade from earthwork contractor
- 1 ea. Re-blanket slab after rough in (removal of blankets by others)
- Blanket slab after pour
Blanketing of slab on grade will likely lead to reduced quality at slab on grade (boot prints, blanket marks etc.). NCM does not accept the risk or costs for repairs related to this

Pricing:

Table with pricing details: Base Price: Building Concrete \$ 84,675; Labor \$ 51,688; Material \$ 11,074; Equipment \$ 6,798; Subcontracts \$ 7,770; Overhead & Profit \$ 7,345. Base Price: Masonry by others. Base Price: Site Concrete by others.

Sincerely,

Dan Brenteson
Project Manager/Estimator
Northland Concrete & Masonry Company, LLC
Direct: 952-345-4567 Cell: 612-403-6290
Email: dbrenteson@northlandcm.com

Connor Polzin
Project Engineer
Northland Concrete & Masonry Company, LLC
Direct: 952-345-4572 Cell: 612-708-2495
Email: cpolzin@northlandcm.com

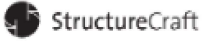
Standard Exclusions: *(NCM job specific scope of work supersedes this list)*

- Winter conditions (Enclosures, Heat Charges, Accelerator etc.)
- Snow or frost removal
- Frost protection or thawing of sub-grade
- Building heat and ventilation
- Temporary utilities or power
- Dewatering
- "Fire Watch" of open flames, extremely hot materials sparks or similar
- Surveying
- Barricades, Traffic Control, Signage etc.
- Environmental Protection
- Saw-cutting, demolition or patching
- Dumpster Expense
- Liquidated and Consequential damages
- Potential vaccination mandates regarding Covid-19 place an unquantifiable impact on labor and material availability
- Bonds
- Permits
- FAA Permits, Air Rights
- Concrete, Masonry and Drill/Epoxy special inspection or testing expenses, Certified Ready-Mix
- Excavation, backfill, sand fill, compaction or underpinning
- Site Access, Haul Roads etc.
- Water proofing, damp proofing or foundation insulation
- Waterproofing admixtures (Xypex etc.)
- Moisture mitigation admixtures or systems
- Joint sealants, control joint caulking or hot pour sealants
- Anti-slip accessories or tape
- Anchor bolts and miscellaneous steel material
- Supply or Install of weldable reinforcing steel, DBA's
- All openings that are not structural openings on the structural documents (by others)
- Lightweight Concrete or CMU
- Precast plank and grouting of precast
- Fire safing, fireproofing or sound proofing assemblies
- Thermal modelling or Thermal Control of concrete
- Galvanized, Stainless Steel, Fiber Glass or Rubber Washer form ties
- Sealed, densified/hardened, top cast or polished concrete
- Mud slabs, Working Slabs etc.
- Vapor barrier
- Metal Decking or Shoring of metal decking
- Pouring of SOMD to levelness (in lieu of thickness)
- Formwork Engineering or Engineer Inspections
- Equipment pads not shown on Architectural or Structural Documents
- Gypcrete or other cast underlayment materials
- Colored Concrete
- Equipment Grouting
- Asphaltic or bitumen coatings
- Welding of lintels
- Bar positioners
- Masonry insulation
- Colored CMU and Mortar
- Dry Block (or equivalent) mortar and block
- Use of non-acidic washing product for masonry cleaning
- Masonry sealers
- Site Concrete (Curb & Gutter, Paving, Drive Approaches, Sidewalks)
- Layout for site concrete (provided by surveyor)
- Duct bank or Concrete encasement
- Site Furnishings (Bike racks, benches, signage etc.)
- Sign, Light, Flagpole or Fence Post bases
- Monument Signs

Standard Notes: *(NCM job specific scope of work supersedes this list)*

- All work assumes normal working hours 7AM-3:30PM
- All prices quoted are in effect for 15 days from the date of quotation
- General Contractor to provide access for truck dumping of concrete unless noted above
- Assumes slab on grade base material is installed to a tolerance of +/- .10' balanced (by others)
- Layout line or grade, all concrete pads +/- .10', balanced
- Clear working space from face of foundations to face of any adjacent surfaces can be no less than 3'-0"
- Cast in Place walls are Symon Pan Form finish
- NCM will place embeds according to ACI tolerances, but in no event shall the tolerance be less than 1" in any direction
- Layout for building concrete and masonry is included. Layout for Site Concrete is not included and is to be performed by the General Contractor's surveyor
- If sloped concrete floors are designed at ¼" per foot slope, or less, be advised that standing water is inevitable
- Pricing assumes use of unaltered "AIA A401-1997 Standard Form of Agreement between Contractor and Sub-Contractor"
- NCM Retention shall not be greater than that being withheld from the owner to the General Contractor
- NCM is not responsible for floor fillers, grinding or floor prep of any kind if we meet flatness specifications
- NCM and General Contractor to mutually agree on the project schedule prior to final contract
- General Contractor is to be responsible for burping the building and or building ventilation
- General Contractor is to be responsible for an carbonation of slabs due to insufficient ventilation, temporary heating or similar

StructureCraft Pricing



StructureCraft Builders Inc.
 StructureCraft Builders USA Inc.
 1929 Foy St, Abbotsford, BC V2T 6B1
 (604) 940.8889

Work Break Down

CR	Description
Change Request #02	Storage fee

This Change Request is open for acceptance within 7 calendar days only.

Schedule Impact

* The impact of this change will extend our on site start from October 1st to end of December 2025

Details listed are from June update. Rates carried through to July update per conversations with SC.

Scope/Conditions/Assumptions

Storage fee per month according to a delay of 3 months initiated by the client.
 For the Glulam, the delay is helping us in our production schedule so only 2 months are charged.
 This CR will increase if the delay goes past January 2nd 2026.

Description	Comments	Unit	Qty	Rate	Cost
Storage fee	DLT and Glulam				\$4,185.44
DLT Storage Fee		MO	3.00	\$733.00	\$2,199.00
Glulam Storage Fee		MO	2.00	\$500.00	\$1,000.00
Overhead				15%	\$479.85
Profit				5%	\$159.95
Bonding				0%	\$0.00
Before Tax					\$3,838.80
Tax				9%	\$346.64

Rates plus 10% used for calculation of StructureCraft storage fees.



Report Prepared By:

Jay Henthorne, Police Chief

Department Director:

Jay Henthorne, Police Chief

Item for Consideration:

Consider the adoption of a resolution authorizing acceptance of Office of Traffic Safety (OTS) funds for an extension on an original four-year grant to fully fund an officer dedicated to DWI enforcement in Richfield.

EXECUTIVE SUMMARY

The National Highway Traffic Safety Administration (NHTSA) is providing federal funding to the OTS to implement a program to support one full time officer solely for DWI enforcement. Eight counties, including Hennepin, were chosen to receive grant funding. The grant is administered through the OTS. The grant was guaranteed for four years (2015-2019). However, the grant has been written for an additional federal fiscal year at a time for 2020, 2021, 2022, 2023, 2024, 2025, and now 2026. The City of Richfield has received an additional extension and has been awarded \$138,374.93 for 2026.

HISTORICAL CONTEXT

The average number of DWI arrests per year in Richfield for the past 10 years is 253.

- In 2016, Richfield had 26 alcohol related crashes.
- In 2017, Richfield had 30 alcohol related crashes.
- In 2018, Richfield had 35 alcohol related crashes.
- In 2019, Richfield had 37 alcohol related crashes.
- In 2020, Richfield had 32 alcohol related crashes.
- In 2021, Richfield had 42 alcohol related crashes.
- In 2022, Richfield had 40 alcohol related crashes.
- In 2023, Richfield had 32 alcohol related crashes.
- In 2024, Richfield had 49 alcohol related crashes.
- From 01/01/2025-09/16/2025, Richfield had 20 alcohol related crashes.
- Minnesota Motor Vehicle Crash Facts data show that the hours between 5:00 p.m. and 5:00 a.m. as having the highest concentration of alcohol related crashes. The DWI officer's work shift will be from 5:00 p.m. to 5:00 a.m. with a minimum of two Fridays and two Saturdays per month to be a required part of the DWI officer's schedule. Statistics will be checked daily, including but not limited to: speed tickets, seat belt tickets, texting tickets, "Not a Drop" tickets and warnings associated with these statistics. Proactive criminal interdiction patrol would also be implemented.
- The City of Richfield has been approved to receive \$138,374.93 from the DWI Officer grant for 2026.

RECOMMENDED ACTION

BY MOTION: Adopt a resolution allowing the Richfield Department of Public Safety to accept a grant from the Office of Traffic Safety (OTS) for an extension on an original four-year grant to fully fund an officer dedicated for DWI enforcement in Richfield.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

The Richfield Police Department will work to ensure this funding/or this agreement benefits the community as a whole, including low-income communities, communities of color, and the disability community.

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

Public Safety does not accept financial support unless it is designated for a specific program that will affect the department as a whole.

- The grant money will be used by Public Safety to pay for one full-time police officer salary; including overtime and/or training.
- Minnesota Statute 465.03 requires that every acceptance of a grant or devise of real or personal property on terms prescribed by the donor be made by resolution of more than two-thirds majority of the City Council.
- The Administrative Services Department issued a memo on November 9, 2004, requiring that all grants and restricted donations to departments be received by resolution and by a two-thirds majority of the City Council in accordance with Minnesota Statute 465.03.

This is a routine request with no strategic outcome considerations.

CRITICAL TIMING ISSUES

The total length of the grant was for four years, however, grants will be written for one federal fiscal year at a time and the City of Richfield has received an extension on an original four-year grant to fully fund an officer.

FINANCIAL IMPACT

- Federal guidelines require this money be spent on projects designed to reduce DWI incidents. Both the officer and majority of the equipment funded by the grant can only be used for the enforcement of laws prohibiting driving while impaired. If the DWI officer responds to, or is called to an incident for something other than an alcohol-related driving offense, the time spent on non-DWI related enforcement exceeding 15 successive minutes must be paid for by the agency. The vehicle will be assigned to and driven solely by the DWI officer.
- The Richfield Department of Public Safety has developed a work plan and budget that has been approved by the OTS.
- The grant will cover one full-time sworn officer, and fringe benefits are covered by the grant. The Richfield Department of Public Safety has funds budgeted for items not covered by the grant.

LEGAL CONSIDERATIONS

There are no legal considerations.

ALTERNATIVE RECOMMENDATION(S)

Council could not approve the acceptance of the grant but the Richfield Department of Public Safety would then not be able to dedicate an officer to DWI enforcement.

ATTACHMENTS

1. Award Letter
2. 1282471_5015834-FY26RichfieldGrantAgreement
3. SFY_2012_EUDL_Grant_Certification_Regarding_Lobbying (3)



Office of Traffic Safety

445 Minnesota Street • Suite 1620 • Saint Paul, Minnesota 55101
Phone: 651.201.7065 • TTY: 651.282.6555
ots.dps.mn.gov

September 4, 2025

Richfield Police Department
6700 Portland Avenue South
Richfield, MN 55423

FY2026 DWI Traffic Safety Officer Grant

Dear Chief Jay Henthorne,

I am happy to announce that your agency's application for the FY2026 DWI Traffic Safety Officer project submitted by Sergeant Steen has been awarded. The approved grant amount will be \$138,374.93 for the period October 1, 2025 through September 30, 2026.

In the coming days, the grant agreement will be created so it would be good to get this grant opportunity before your city council.

I look forward to this continuing partnership!

Sincerely,

Michael Hanson, Director
Department of Public Safety, Office of Traffic Safety

By

Duane Siedschlag
Duane Siedschlag
Impaired Driving Program Coordinator
Office of Traffic Safety

- Alcohol and Gambling Enforcement
Bureau of Criminal Apprehension
Driver and Vehicle Services
Emergency Communication Networks
Homeland Security and Emergency Management
Minnesota State Patrol
Office of Communications
Office of Justice Programs
Office of Pipeline Safety
Office of Traffic Safety
State Fire Marshal

Minnesota Department of Public Safety (“State”) Office of Traffic Safety 445 Minnesota Street, Suite 1620 Saint Paul, MN 55101	Grant Program: 2026 NHTSA: DWI / Traffic Safety Officer Grant Contract Agreement No.: A-OFFICR26-2026-RICHFPD-029
Grantee: Richfield Police Department 6700 Portland Avenue South Richfield, MN 55423-2560	Grant Contract Agreement Term: Effective Date: 10/01/2025 Expiration Date: 09/30/2026
Grantee’s Authorized Representative: Sergeant Matthew Steen 6700 Portland Avenue South Richfield, MN 55423-2560 (612)246-2375 msteen@richfieldmn.gov	Grant Contract Agreement Amount: Original Agreement \$ 138,374.93 Matching Requirement \$ 0.00
State’s Authorized Representative: Duane Siedschlag, Impaired Driving Program Coordinator 445 Minnesota Street, Suite 1620 Saint Paul, MN 55101 (651)221-7078 Duane.siedschlag@state.mn.us	Federal Funding: CFDA/ALN: 20.608 & 20.608 & 20.600 FAIN: 69A37525300001640MNA & 69A37525300001640MNA & 69A37525300004020MNO State Funding: N/A Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subdivision 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subdivision 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:
Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2026 NHTSA: DWI / Traffic Safety Officer Application [“Application”] which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 620, Saint Paul, MN 55101. The Grantee shall also comply with all requirements referenced in the 2026 NHTSA: DWI / Traffic Safety Officer Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.

Payment: As stated in the Grantee’s Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: _____
 Date: _____

3. STATE AGENCY
 Signed: _____
 (with delegated authority)

Title: _____
 Date: _____

Grant Contract Agreement No./ P.O. No. A-OFFICR26-2026-RICHFPD-029 / 3000107376

Project No.26-03-03

2. GRANTEE
The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signed: _____
 Print Name: _____
 Title: _____
 Date: _____

Signed: _____
 Print Name: _____
 Title: _____
 Date: _____

Signed: _____
 Print Name: _____
 Title: _____
 Date: _____

Distribution: DPS/FAS
 Grantee
 State’s Authorized Representative

Budget Summary

Budget			
Budget Category	State Reimbursement	Local Match	
Salary			
DWI Traffic Safety Officer salary	\$138,374.93	\$0.00	
Total	\$138,374.93	\$0.00	
Operating Expenses			
DWI Traffic Safety Officer time and mileage	\$0.00	\$0.00	
Total	\$0.00	\$0.00	
Total	\$138,374.93	\$0.00	

CERTIFICATION REGARDING LOBBYING
(For State of Minnesota Contracts and Grants over \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Name and Title of Official Signing for Organization

By: _____
Signature of Official

Date



Report Prepared By:

John Evans, Analyst

Department Director:

Karl Huemiller, Recreation Director

Item for Consideration:

Consider approval of a resolution authorizing staff to submit an application for a Hennepin County Lifeguard Services Grant in the amount of \$50,000 to assist with the hiring and retention of lifeguard staff at the Richfield Outdoor Pool, and authorizing staff to enter into a grant agreement, if awarded.

EXECUTIVE SUMMARY

The Richfield Outdoor Pool has a primary mission to provide state-of-the-art facilities for the community. In pursuit of this, Richfield Recreation has the opportunity to receive financial assistance with the hiring and retention of lifeguards at the Richfield Pool with funds from a Hennepin County Lifeguard Services Grant in the amount of \$50,000. The funds from this grant would assist with the wages for lifeguards and incentive programs that encourage retention of this staff for the entire season.

HISTORICAL CONTEXT

Richfield has applied for, and received, Hennepin Youth Activities grants in the past for items like skating equipment, play features at parks, and curling equipment, as well as for the hiring and retention of lifeguards. To apply for the grant, Richfield City Council must approve a resolution authorizing the application and the execution of a grant agreement, if the application is successful.

RECOMMENDED ACTION

BY MOTION: Approve the resolution authorizing staff to submit an application for a Hennepin County Lifeguard Services Grant in the amount of \$50,000 to assist with the hiring and retention of lifeguard staff at the Richfield Outdoor Pool, and authorizing staff to enter into a grant agreement, if awarded.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Equity: This grant will allow the City to provide a full season of service at the Richfield Pool by helping to ensure a full staff of lifeguard personnel. The success of the Richfield Pool depends on the hiring and retention of this crucial staff.

Strategic: This grant helps to meet the strategic priority of equity and inclusion by offering the use of this facility for use to all people, including traditionally excluded groups.

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

Hennepin County Lifeguard Services grants require a resolution to be approved by

Council in order to apply for their grants and enter into any grant agreements.

CRITICAL TIMING ISSUES

In order to submit the grant application before the deadline, City Council will need to approve the resolution at this meeting.

FINANCIAL IMPACT

The grant will assist with the wages and retention incentive bonuses that make hiring a full complement of lifeguards possible at the Richfield Pool.

LEGAL CONSIDERATIONS

None

ALTERNATIVE RECOMMENDATION(S)

ATTACHMENTS

1. 2025-09-23 Hennepin County Lifeguard Services Grant

RESOLUTION NO. ____

RESOLUTION AUTHORIZING CITY STAFF TO FILE AN APPLICATION AND EXECUTE AGREEMENTS WITH THE HENNEPIN YOUTH ACTIVITIES GRANT PROGRAM TO RECEIVE A HENNEPIN LIFEGUARD SERVICES GRANT IN THE AMOUNT OF \$50,000 TO FUND THE HIRING OF LIFEGUARDS AT THE RICHFIELD OUTDOOR POOL.

WHEREAS, Hennepin County, via the Hennepin Youth Activities Grant Program, provides funds to assist local government units of Hennepin County for the hiring and retention of youth lifeguards; and

WHEREAS, Richfield Recreation desires to continue normal operations at the Richfield Outdoor Pool, which is only possible by fully staffing lifeguards and retaining them for the season.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield, Minnesota, that the Richfield City Council agrees to enter into necessary and required agreements with Hennepin County for the specific purpose of hiring and retaining lifeguard staff and that Recreation Services Director Karl Huemiller is authorized and directed to execute the application for the Hennepin Youth Sports Program's Lifeguard Services Grant in the amount of \$50,000.

Adopted by the City Council of the City of Richfield, Minnesota this 23rd day of September, 2025.

Mary Supple, Mayor

ATTEST:

Michelle Friedrich, City Clerk



Report Prepared By:

Kelly Wynn, Administrative Assistant

Department Director:

Jenell Brooks

Item for Consideration:

Consider authorizing the purchase of Self-Contained Breathing Apparatus (SCBA) units and related equipment for \$315,235, with billing scheduled in budget year 2026, from Maqueen Emergency Group, and authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration.

EXECUTIVE SUMMARY

The Richfield Fire Department (RFD) relies on Self-Contained Breathing Apparatus (SCBA) as its most critical piece of safety equipment. SCBAs provide breathable air in hazardous and life-threatening environments and are required on nearly every fire response.

RFD's current SCBAs were purchased in 2015 and are maintained on a 10-year replacement cycle to ensure reliability, safety, and compliance with evolving standards. While SCBA air cylinders (bottles) carry a 15-year expiration, the SCBA units themselves are replaced sooner. Most metro-area fire departments follow a 10–11 year cycle, which maintains reliability and maximizes trade-in value on outgoing units.

Replacement of SCBAs was budgeted for 2026 with an approved allocation of \$450,000. MacQueen Emergency Group, in coordination with the SCBA manufacturer, has offered the City a promotional purchase price of \$315,235, along with a \$1,000 trade-in value per unit and delayed billing until February 2026. To take advantage of these incentives, City Council approval must occur by September 30, 2025. After that date, the trade-in value will no longer apply, the contract price will increase to \$377,060, and an additional 3% escalation is projected at the start of 2026. The actual payment will occur in 2026, at which point the Fire Department will utilize the City's internal loan program, administered through the Finance Department, to finance the purchase over a 10-year period. Acting now allows the City to secure favorable pricing, avoid future cost increases, and complete the project well under the approved budget.

HISTORICAL CONTEXT

See executive summary

RECOMMENDED ACTION

BY MOTION: Approve the purchase of Self-Contained Breathing Apparatus (SCBA) units and related equipment for \$315,235 in budget year 2026 from Maqueen Emergency Group, and authorize the City Manager to approve contract

changes up to \$175,000 without further City Council consideration.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Purchase of new SCBAs directly supports Operational Excellence by ensuring that Richfield firefighters are equipped with compliant, reliable, and safe protective equipment to deliver essential services to the community.

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

CRITICAL TIMING ISSUES

Approval of this purchase at this City Council meeting will allow the City to secure end-of-September pricing of \$315,235 with a trade-in value of \$1,000 per unit. If approval occurs after September 2025, the purchase price will increase to \$377,060, with an additional 3% increase projected at the beginning of 2026 and no trade-in value offered. Early approval secures both the trade-in credit and the lower purchase price, with billing in early 2026.

FINANCIAL IMPACT

The total purchase amount of \$315,235 will be billed in the budget year 2026. Approving the purchase before the September 2025 deadline secures the trade-in value of \$1,000 per unit, with approximately 30 units available for trade-in and avoids price increases, saving the City approximately \$134,765 from the \$450,000 budgeted for 2026. Funding will be incorporated into the 2026 Fire Department budget.

LEGAL CONSIDERATIONS

The City Attorney will be available to answer questions.

ALTERNATIVE RECOMMENDATION(S)

Delay purchase until 2026. This option would increase costs by at least 3% over the after-September purchase price of \$377,060 and eliminate the \$1,000 per unit trade-in value.

ATTACHMENTS

None



Report Prepared By:
Michelle Friedrich, City Clerk

Department Director:
Katie Rodriguez, City Manager

Item for Consideration:
Consider the second reading and hold a public hearing for an ordinance amendment to the Richfield City Code Appendix D (Fee Schedule) related to building, planning, and zoning fees and hold a public hearing and second reading.

EXECUTIVE SUMMARY

City staff annually review fees to determine if charges for permits and services are appropriate. Staff want to ensure the costs of issuance for fees and permits reflect the staff time and costs related to performing the services associated with those fees. Staff also work to ensure that costs for City services are in line with our peer communities, are not excessive, and are in compliance with state statute.

Fees related to building permits, zoning, and other land use permits are established by Appendix D of the City's Code but, unlike other fees included in the budget agenda item, charges for building, planning, and zoning are required to be set by ordinance, not by resolution.

HISTORICAL CONTEXT

RECOMMENDED ACTION

In three separate motions:

- 1. Open the public hearing and receive public comments if applicable; and make a motion to close the public hearing after comment period expires.**
- 2. Approve the attached transitory ordinance amendment to Richfield City Code Appendix D (Fee Schedule) related to building, planning, and zoning fees;**
- 3. Approve a resolution authorizing summary publication of said ordinance.**

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Having fees that reflect an appropriate cost when looking at staff time and resources helps to ensure that staff are able to continue to provide services at a high level for all residents. Comparing fee structures with other cities helps to mitigate unintended consequences for Richfield residents.

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

State Statutes require municipal fees and permits be determined in accordance with

actual staff time and costs that are incurred in providing related services. City staff has determined some fees should be modified in order to better reflect actual time and costs incurred.

CRITICAL TIMING ISSUES

To ensure the ordinance is law before January 1, 2026, and to provide notice of the increases it is important that this is approved at the September 23, 2025, Council meeting.

FINANCIAL IMPACT

City staff has determined that current fees for some applications are insufficient to cover the costs related to processing those applications.

Staff also reviews similar fees in our "peer communities" to ensure that Richfield's fees are not onerous or excessive. With the proposed changes, Richfield's fees remain in line with these peer communities.

LEGAL CONSIDERATIONS

Notice of the public hearing shall be published in the Sun Current on September 11, 2025, as required.

ALTERNATIVE RECOMMENDATION(S)

None.

ATTACHMENTS

1. 09-23 Bill No. 2025-XX Appendix D (Reformatted)
2. 2025-09-23 DRAFT Resolution Appendix D Summary Pub

**BILL NO. 2025-XX
TRANSITORY ORDINANCE NO. XX-XX**

**Motion By:
Seconded By:**

**AN ORDINANCE AMENDING APPENDIX D TO THE RICHFIELD CITY CODE;
ESTABLISHING A FEE SCHEDULE FOR CERTAIN PERMITS AND APPLICATIONS**

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Background

1.01 Appendix D to the Richfield City Code consists of the schedule of fees adopted by the City Council, including those adopted by resolution and those adopted by Ordinance.

1.02 Minnesota Statutes, Section 462.353 requires that certain fees be adopted by Ordinance. The City Council has previously established certain fees by Transitory Ordinance No. 19.40. The City Council has established other fees by resolution, which resolution is also part of Appendix D.

1.03 The City Council has determined the need to update the schedule of fees under Transitory Ordinance No. 19.40.

Section 2. Fee Schedule Adopted

2.01 The fees set forth in the attached Exhibit A are hereby adopted by Ordinance.

2.02 The fees adopted at Section 2.01 of this Ordinance shall be amended only by Ordinance. Any fees established by resolution, other than those adopted at Section 2.01 of this Ordinance, may be amended from time to time by resolution of the City Council.

Section 3. Effective date; codification.

3.01 This Ordinance is effective in accordance with Section 3.09 of the City Charter.

3.02 This Ordinance shall take effect January 1, 2026.

3.03 A copy of this Ordinance shall be included in Appendix D to the Richfield City Code, immediately prior to the resolution establishing fees.

3.04 This Ordinance supersedes Transitory Ordinance No. 19.40.

Adopted by the City Council of the City of Richfield, Minnesota this 23rd day of September, 2025.

VOTING AYE

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

VOTING NAY

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

ATTEST:

Mary B. Supple, Mayor

Michelle Friedrich, City Clerk

**EXHIBIT A.
 CONSTRUCTION AND RELATED PERMIT FEES AND CHARGES**

A. Investigation Fees: Work without a Permit:

Investigation. Whenever any work for which a permit is required by this code has been commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work.

Fee. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this code. The minimum investigation fee shall be the same as the minimum fee set forth in Section 2. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

B. Permit fee refunds:

The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The building official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The building official shall not authorize refunding of any fee paid except on written application filed by the original permitted not later than 180 days after the date of fee payment.

Type of Permit or License	Section Requiring	Description	Fee
(1) Building Permits	400.03 — 400.09	Fee Schedule to follow MN Statute 326B.153 + State Surcharge 326B.148	https://www.revisor.mn.gov/statutes/cite/326B.153 Except values of \$1-\$2,000, the fee is \$65.00 https://www.revisor.mn.gov/statutes/cite/326B.148
(2) Driveway, Parking Area Permits	515.05	(no permit fee for sidewalks)	\$65.00 <u>100.00</u>
(3) Swimming	420.00	Permanent or portable pools are based on building permit fees with a minimum of	\$65.00
(4) Plan Review Fee	400.03 — 400.09	25% for decks/porches, gazebos, bathroom remodels, etc. 35% of building permit fee for one and two family dwelling basement remodels	
Plan review fee for similar buildings		65% of building permit fee for all other building permits, except no fee for the following:	

		(a) Existing single family dwelling minor nonstructural alterations.	
		(b) Single and two family dwelling repair and maintenance work.	
		(c) Commercial and industrial repair and maintenance work not exceeding \$1,000.00 or where plans are not required.	
Plan Review fee for similar buildings		Maximum 25% of permit fee based on Minnesota State Building Code 1300.0160	
(5) Contractor License Verification Fee		contractor applies for permit(s)	\$5.00
(6) Moving-Buildings	845	Moving Permit Fee	\$65.00
(7) Structure Demolition	400.00 — 400.09	(a) Commercial Demolition cost as per Building Permit Schedule with a minimum of	\$65.00
		(b) Residential Demolition	\$65.00
(8) Plumbing Permit	400.03 — 400.09400.03 — 400.09	Residential Minimum Fee 2% of Total Job cost with a minimum of (includes one inspection)	\$65.00
		Each additional inspection	\$65.00
(9) Plumbing Permit	400.03 — 400.09400.03 — 400.09	Commercial/Industrial/Multi-family Based on Total Job cost 2% of Estimated Job cost with a minimum of (includes one inspection)	\$65.00
		Each additional inspection	\$65.00
(13) Solar Photovoltaic		Based on 2% of cost of electrical job to customer with a minimum of (separate	

System Rating*		electrical permit required for signs)	
	400.03 — 400.09	0—5,000 watts	\$65.00
		5,001—10,000 watts	\$150.00
		10,001—20,000 watts	\$200.00
		20,001—30,000 watts	\$250.00
		30,001—40,000 watts	\$300.00
(14) Residential Heating, Ventilating, Air Conditioning and Refrigeration Commercial Heating, Ventilating, Air Conditioning and Refrigeration	400.03 — 400.09	Central Systems and Additions, Alterations and Repairs 1½% estimated cost with a minimum of (Includes one inspection)	\$65.00
		Each additional inspection	\$65.00
		Central Systems and Additions, Alterations and Repairs 1½% estimated cost with a minimum of	\$65.00
(15) Sign Installation	415.01 — 415.11 549.07- 549.11	(a) Temporary sign permit (b) Permanent sign (any size) Building permit is required for sign support structures fees based on building permit fee schedule	\$65.00 \$125.00
(16) Temporary Certificate of Occupancy	400	A temporary Certificate of Occupancy may be issued before completion of the entire work covered by the permit, provided the Chief Building Official deems that the building is safe to occupy	\$200.00 Plus a letter of credit or cash escrow equal to 125% of the remaining City Code requirements

ZONING, LAND USE AND RELATED CHARGES

Type of Permit or License	Section Requiring	Description	Fee
(1) Planned Unit Development	542	(a) \$1,000 plus \$5/\$1,000 of project value (construction cost) up to a maximum fee of	\$5,000. 00
		(b) Major PUD Plan Amendment—\$1,000 plus \$5/\$1,000 of project value (construction cost) up to a maximum fee of	\$5,000. 00
		(c) Minor PUD Plan Amendment	\$400. 00
(2) Site Plan Review	547	(a) <u>Standard Review</u> : \$500 plus \$5/\$1,000 of project value (construction cost) to a maximum fee of	\$3,500. 00
		(b) <u>Administrative Review</u>	\$500
		(bc) Major amendment—\$500 plus \$5/\$1,000 of project value (construction cost) to a maximum fee of	\$3,500. 00
		(ed) Minor amendment	\$350. 00
(3) Variance	547	Residential	\$350. 00
		Non Residential	\$500. 00
Variance Appeal		Residential and Non Residential	\$350. 00
(4) Conditional Use Permit	547	(a) \$500 + \$5/\$1,000 of project value (construction cost) up to a maximum fee of	\$3,500. 00
		(b) Major amendment—\$500 + \$5/\$1,000 of project value (construction cost) up to a maximum fee of	\$3,500. 00
		© Minor amendment	\$350. 00
(5) Interim Use Permit	547	\$1,000 plus \$100/year monitoring fee up to a maximum fee of	\$1,500. 00
(6)* Zoning District or Code Text Change	547		\$2,000. 00
(7)* Subdivision Approval	500.01— 500.05 <u>500.13</u>		\$500. 00
Subdivision Waiver	500.05-Subd. 2-500.25		\$350. 00
(8) Street/Easement Vacation	820/State Statute		\$1,000. 00
(9) Appeal to Board of Adj. & Appeals	547		\$350. 00

(10) Special Request to City Council			\$350. 00
(11) Zoning Compliance Letter			\$75. 00
(12) Comprehensive Plan Amend.			\$1,000. 00
(13) Plats*	500	Preliminary/Final Plat	\$775.00 \$500 / \$275
(14) Sketch Plan Review			\$350.00 500
(15) Extension		Extension of a Land Use Approval (rezoning, site plan approval, conditional use permit, variance, etc.) beyond its original approval period	\$250. 00
(16) Escrow Administration Fee			\$100.00 125 + \$250/year after stipulated completion date if not complete. (To be accrued/charged on the day following expiration and annually on this anniversary date until complete.)
(17) Special Exception Review for Fences or Walls	509.15 Subd.13	A special fence exception may be issued per the restrictions of Section 509.15 for corner lots or through lots.	\$250. 00
(18) Public Tree Planting Fund	544.03 Subd.8	For the planting of trees in public parks or public boulevards.	\$160. 00 per caliper inch.
*Any additional expenses incurred by the City in the course of processing a request will be charged to the applicant.			

FIRE SERVICES FEES

Type of Permit or License	Section Requiring	Description	Fee
(6) Fire Extinguishing System Permit		Based on Building Permit fee schedule with a minimum of: Plan review fee: 65% of building permit fee, except no fee for the following: (a) No plan review charge fee for valuations of \$1,000 or less; minimum fee applies as listed. (b) <u>A plan submittal is required for all fire sprinkler systems with 10 or more sprinkler heads.</u>	\$50.00
(7) Fire Alarm Systems		-Based on Building Permit fee schedule with a minimum of: Plan review fee: 65%	\$50.00

		of building permit fee, except no fee for the following: (a) No <u>plan review charge fee</u> for valuations of \$1,000 or less; <u>minimum fee applies as listed.</u> (b) <u>Plan submittal is required for all fire alarm system installations or modifications.</u>	
(8) Flammable or Combustible Liquid or Gas Storage Tanks and Piping		Tanks (installation or modification)	\$150.00
		Installation or alteration of piping Each unit or dispenser	\$50.00
		Underground Tank Removal	\$100.00/Tank

MISCELLANEOUS FEES

Type of Permit or License	Section Requiring	Description	Fee
(3) Antenna Commercial Wireless Telecommunication Service (CWTS)	425 & 544	(a) CWTS antenna permit application fee	\$100.00
		(b) Antenna permit fee for additional antennas added to an existing antenna location or replacement of existing antennas at a location	\$35.00

(Bill No. 2020-12, §§ 1—3; Bill No. 2022-12, § 3; Bill No. 2023-1; Bill No. 2023-9; Bill No. 2024-09; Bill No. 2025-XX)

RESOLUTION NO. 2025-XXXXX

**AN ORDINANCE AMENDING APPENDIX D TO THE RICHFIELD CITY CODE;
ESTABLISHING A FEE SCHEDULE FOR CERTAIN PERMITS AND APPLICATIONS**

WHEREAS, the City of Richfield has adopted the above referenced ordinance; and

WHEREAS, the verbatim text of the ordinance is cumbersome, and the expense of publication of the complete text is not justified.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Richfield that the following summary is hereby approved for official publication:

**SUMMARY PUBLICATION TRANSITORY
ORDINANCE NO. 19-XX**

**AN ORDINANCE AMENDING APPENDIX D TO THE RICHFIELD CITY CODE;
ESTABLISHING A FEE SCHEDULE FOR CERTAIN PERMITS AND APPLICATIONS**

This summary of the ordinance is published pursuant to Section 3.12 of the Richfield City Charter.

The purpose of the ordinance is to amend Richfield City Code Appendix D (Fee Schedule) related to building, planning, and zoning fees to ensure the costs of issuance for fees and permits reflect the staff time and costs related to performing the services associated with those fees.

Copies of the ordinance are available for public inspection in the City Clerk's office during normal business hours or upon request by calling the City Clerk's office at (612) 861-9739.

Adopted by the City Council of the City of Richfield, Minnesota on this 23rd day of September 2025.

Mary B. Supple, Mayor

ATTEST:.

Michelle Friedrich, City Clerk



Report Prepared By:

Jennifer Anderson, Support Services Manager

Department Director:

Jay Henthorne, Police Chief

Item for Consideration:

Approve the second reading of an ordinance regulating the use and licensing of short-term rentals and related fees in Appendix D, and a resolution authorizing summary publication of the ordinance.

EXECUTIVE SUMMARY

The City Council approved a zoning ordinance restricting short-term rentals to a five-night minimum at the May 27, 2025, Council meeting. It was highlighted at that meeting that licensing regulations would be brought forth later in the summer.

During review of the August 26, 2025 City Council meeting packet and prior to the meeting, the mayor asked for clarification of subsection 1199.05 subd 2 of the draft ordinance, which reads: "License Required - "Property owners may receive a short-term rental license for one property in the city in addition to their homesteaded property or their primary place of business." Internal staff discussion revealed several different interpretations of the language, and it became clear the language needed to be clarified.

During the August 26, 2025, City Council meeting, Council heard the first reading of the licensing ordinance and after much discussion, approved the first reading but asked that staff further discuss the implications of the proposed language in subsection 1199.05, subd. 2 and bring back more information and recommendations.

Concerns raised at the meeting included:

- How many licenses should be issued to residents and non-residents and is it legal to have different standards for residents and non-residents.
- Should current operators be restricted and thereby forced to reduce the number of properties they operate if the allowed license number is one or two and they own three properties.
- Staff capacity to research, monitor and regulate licensed homesteaded properties owned by LLC's, individuals and corporate owners.

Since the August 26th meeting, staff have had internal conversations with the City Attorney and are recommending an alternative approach for licensing short-term rentals they believe meets Council objectives and allows staff to effectively manage the licensing process. With roughly 80 short-term rental operators currently in the city, staff recommend licensing no more than 100 short-term rental operators, regardless of where they live or how many properties they currently own. While licenses will be tracked for inspection and renewed annually, this recommendation eliminates the need

to monitor/research and track property ownership and corporate/LLC status and the number of licenses per owner. This allows those currently operating to continue operating the number of properties they have and allows room for new STR's to be licensed. This ordinance, if approved, can always be revisited in the future for any adjustments needed based on concerns or issues that arise after licensure. 100 short-term rentals would be equal to less than 0.6% of the total city housing stock, and less than 1% of single-family units.

Council should discuss the recommended alternative of capping the maximum number of licenses and direct staff accordingly.

HISTORICAL CONTEXT

With the passage of the short-term rental ordinance in May 2025, the City Council decided short-term rentals should be administered as a business license rather than a rental license. The proposed licensing ordinance addresses required application information, criminal history background investigation, non-transferable licenses, number of licenses issued, renewal requirements, display of license on the premises, inspections and enforcement and the basis for license denial, suspension and revocation. This framework follows other similar license applications the city requires.

RECOMMENDED ACTION

BY MOTION:

- 1. Approve the second reading of an ordinance regulating the use and licensing of short-term rentals and related fees in Appendix D.**
- 2. Approve a resolution authorizing summary publication of the ordinance.**

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

The Richfield Police Department is committed to ensuring equity and inclusivity in our work. In some instances, equity considerations may not directly apply; however, staff review of policy and processes will always consider DEI principles.

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

Chapter IV Building, Housing and Construction Regulations of the Richfield Municipal Code now addresses short-term rentals.

CRITICAL TIMING ISSUES

The short-term rental ordinance and proposed licensing requirements would be effective January 1, 2026, so approval of the proposed licensing ordinance on September 23, 2025 is necessary to ensure staff have time to set up the workflow in the licensing software program and test the process ensuring a smooth roll-out. Additionally, communication with existing STR operators will require a letter to be sent soon outlining application requirements and due date of required materials to the city. This is in addition to the October through December renewal processing of over 700 annual license renewals under Appendix D, as well as the new licensing process for retail cannabis and low potency hemp edibles.

FINANCIAL IMPACT

The recommended fee for a short-term rental license is \$700.00 which supports licensing staff time, development of the software set-up, training and testing phase, initial licensing process, renewal, background checks, enforcement and inspections. The recommended annual renewal fee is \$500.00 which would be collected in late 2026 for 2027.

LEGAL CONSIDERATIONS

The City Attorney has reviewed and approved the contents of the staff report.

ALTERNATIVE RECOMMENDATION(S)

The City Council could deny the second reading of the ordinance and direct staff on how to proceed. If the proposed language is not approved, the short-term rental proposed ordinance will have to be moved into 2026 with licensing taking place at the end of 2026, effective for 2027.

ATTACHMENTS

1. DOCSOPEN-#1044039-v6-STR Licensing Ordinance - Clean Version (002Updated)
2. App. D Proposed fees for Short-Term Rental Licenses
3. Sum Pub Res for Ord Related to Chapter XI STR (R1)

BILL NO. _____

AN ORDINANCE AMENDING CHAPTER XI OF THE RICHFIELD CODE OF ORDINANCES BY ADDING A NEW SECTION 1199 REGULATING THE USE AND LICENSING OF SHORT-TERM RENTALS

THE CITY OF RICHFIELD DOES ORDAIN:

SECTION 1. Chapter XI of the Richfield Code of Ordinances is hereby amended by adding a new Section as follows:

SECTION 1199. – SHORT-TERM RENTAL LICENSING

1199.01. – Purpose and Findings.

The City of Richfield makes the following legislative findings: The purpose of this section is to protect the public health, safety, and welfare of those who stay in short-term residential rentals and those who own or occupy neighboring properties in the City. Implementing the regulations set forth in this section related to short-term rental businesses will support this purpose. The City finds and concludes that these regulations are appropriate and lawful and are in the public interest and for the public good.

1199.03. - Definitions.

Subdivision 1. The following words and terms, when used in this section, shall have the following meanings unless the context clearly indicates or requires a different meaning:

Subd. 2. "Booking Service" means any reservation and/or payment service provided by a person or entity that facilitates a short-term rental transaction between a short-term rental host and a prospective short-term rental guest, and for which the person or entity collects or receives, directly or indirectly, through an agent or intermediary, a fee or compensation in connection with the reservation and/or payment services provided for the short-term rental transaction.

Subd 3. "City" means the City of Richfield.

Subd. 4. "Compensation" is remuneration or anything of economic value that is provided or promised or donated primarily in exchange for services rendered. This includes, but is not limited to, voluntary donations, and fee-sharing.

Subd. 5. "Director" means the Director of Public Safety or his or her designee.

Subd. 6. "Dwelling unit" means a room or group of rooms located within a building and forming a single habitable unit with facilities which are used or intended to be used for

living, sleeping, cooking and eating by persons other than the owner of record regardless of familial relationship or whether rent or other compensation is paid to the owner.

Subd. 7. “Occupant” means any person renting a short-term residential rental.

Subd. 8. “Owner” means any person who, alone or with others, has title or interest in any building, property, dwelling, or portion thereof, with or without accompanying actual possession thereof, including any person who as tenant, agent, executor, administrator, trustee, or guardian of an estate has charge, care, control of any dwelling.

Subd. 9. “Person” means any individual, firm, corporation, association, governmental entity, or partnership and its agents or assigns.

Subd. 10. “Rental dwelling” means any dwelling used for residential occupancy for compensation by one or more persons who are not the owner.

Subd. 11 “Responsible Party” means an individual(s) with the legal authority to make and act on decisions of tenancy, building maintenance, complaints and repairs relating to applicable safety codes. The Responsible Party must be available as a point of contact for the City as well as any short-term rental guest(s) for the duration of the guest(s) stay in the short-term rental. A Responsible Party may also be the Owner of the property.

Subd. 12. “Short-term residential rental” means a rental dwelling or dwelling unit that is offered to transient guests for a period of less than thirty (30) consecutive days.

1199.05. – License Required.

Subdivision 1. No person, may operate a short-term residential rental in the City without first obtaining a license pursuant to this section.

Subd. 2. The City will issue no more than 100 short-term residential rental licenses. The City will issue licenses on a first-come, first-served basis.

Subd. 3. Exemptions. This section does not apply to the following:

- (a) Hotels;
- (b) Motels;
- (c) State-licensed residential care facilities;
- (d) Nursing homes.

1199.07 – Initial and Renewal Applications.

Subdivision 1. Application Required. All applicants for an initial or renewal short-term rental license must submit an application on a form provided by the City. The form may be amended from time to time by the City. The application must include or be accompanied by all the information requested on the application form including:

- (a) business name, if applicable;
- (b) Short-term rental address and parcel identification number;
- (c) Owner name, address, email address, and telephone number, and date of birth of the Owner;
- (d) Name and telephone number email address, and other 24-hour contact information of Responsible Party;
- (e) Proof of Department of Revenue registration for capture of lodging tax;
- (f) Certificate of liability insurance;
- (g) Names of booking services the Owner or Responsible Party will use to promote the short term rental;
- (h) A copy of a current government-issued photo identification;
- (i) Proof of dwelling inspection;
- (j) License application fee as established in the City's fee schedule.

Subd. 2. Background check. Applicants for short-term residential rental licenses are subject to criminal history background investigations performed by the Director.

Subd. 3. Changes in ownership. Licenses are not transferable to another person, entity or location. A new license is required if there is a change in the ownership of the rental dwelling or dwelling unit.

Subd. 4. License term. The term of the license is for one year and shall expire after the earlier of the date specified on the license or December 31 of the year the license was issued.

Subd. 5. Renewal applications. In addition to the items listed in subdivision 1 (a) – (j), renewal applications must also include the following:

- (a) documentation of the number of nights that were booked in the term of the last issued license;
- (b) the amount of rent that was paid to the Owner or Responsible Party;
- (c) a copy of the guest register for the term of the last issued license;
- (d) proof of paid lodging tax from the City's Finance Department;
- (e) a list of any outstanding code enforcement complaints or violations,
- (f) proof of dwelling inspection within the last two years; and
- (g) authorization for the City to access the guest register.

Subd. 6. Approval and issuance. The City will act only on a complete application. A complete application means that the applicant has submitted all information required by this section and has paid the license or renewal fee as set forth in the City's fee schedule. The City will not approve a license or renewal of license if any of the reasons for denial in subsection 1199.11 are true.

Subd. 7. Display of license number. Upon approval, the City will issue a license and an associated license number to the applicant. The license number must be listed on any booking service advertisements of the rental dwelling or dwelling unit.

Subd. 8. Guest register. The Owner or Responsible Party must continuously maintain a current register of guests and other persons who have a lawful right to occupy the rental dwelling or dwelling units. The register must be available for inspection by City officials or representatives at all times.

Subd. 9. No vested rights. Licenses granted for short term residential rentals constitute a revocable, limited right and nothing herein shall be construed as granting a vested property right.

Section 1199.09 – Inspections and Enforcement.

Subdivision 1. Short-term residential rentals are subject to inspections by authorized City officials to ensure compliance with applicable City Code provisions, including but not limited to the International Property Maintenance Code (IPMC), adopted pursuant to City Code Section 405.

Subd. 2. Authorized officials may enter the premises at any reasonable time. If the licensee objects to the inspection, the City official shall obtain an administrative search warrant before conducting the inspection.

Subd. 3. Short-term residential rentals are subject to an inspection at least once every two years or more frequently if determined necessary by the City based on complaints or non-compliance with applicable provisions of City Code or the IPMC.

Section 1199.11 – Basis for Denial.

The City will not issue a license or renewal for any short-term residential rental if any of the following are true:

Subdivision 1. The applicant has not submitted a complete application;

Subd. 2. The applicant does not comply with the requirements of this section or any other applicable provision of the City Code;

Subd. 3. The short-term rental premises do not comply with the requirements of the housing code, IPMC, building code, or the fire code;

Subd. 4. The applicant has a felony conviction or a gross misdemeanor or misdemeanor conviction in the last five years involving the use of force, possession or sale of a controlled substance, prostitution, indecent conduct, operation of a disorderly house (Minn. Stat. 609.33) or unlawful possession of firearms.

Subd. 5. The applicant is not current with property taxes or assessments at the location of the short-term residential rental.

Section 1199.13 – Standards.

Subdivision 1. All dwelling units must post a floor plan indicating fire exit and escape routes in a conspicuous place.

Subd. 2. All dwelling units must have a properly maintained and charged fire extinguisher that is placed in an easily accessible location.

Section 1199.15 – License suspension or revocation.

Subdivision 1. Suspension or Revocation. The City may suspend or revoke a license for a violation of this section or any other applicable provision of the City Code or state or federal laws after reasonable notice and failure of the owner or responsible party to end the violation or take reasonable steps to ensure that the violation ends.

Subd. 2. Notice. The notice must include the alleged violations and inform the licensee they have a right to appeal. The City will deliver notice in person or by regular mail to the address of the licensee, or by electronic communications.

Subd. 3. Appeal. A licensee may appeal a suspension or revocation. An appeal must be in writing and delivered or mailed to the City within ten (10) calendar days of issuance of the notice or else the right to a hearing is waived. If no request for a hearing is received, the City may proceed with the suspension or revocation. If the City receives a timely request for a hearing, it will designate a hearing officer, which will be an impartial City employee, or an impartial person retained by the City to conduct the hearing.

Subd. 4. Decision. The hearing officer will issue a written decision to the appellant and the City within ten (10) business days of the hearing. The hearing officer's decision must identify their findings supporting the decision to either uphold the suspension or revocation or impose a different penalty.

Subd. 5. Costs. If the hearing officer upholds the suspension or revocation, the appellant must pay the city's actual expenses related to the hearing up to a maximum of \$1,000.00.

Subd. 6. Appeal of hearing officer. The final decision of the hearing officer is appealable by petitioning the Minnesota Court of Appeals for a Writ of Certiorari.

Section 1199.17 – Violations.

A violation of this section is a misdemeanor. Violations may also be subject to administrative citations and penalties under Section 325 of the City Code.

Section 1199.19 – No warranty.

By enacting this section, neither the City nor its officers, agents or employees warrant or guarantee the safety, fitness or suitability of any short-term residential rental in the City. Owners and guests should take appropriate steps to protect their interests, health, safety and welfare.

SECTION 2. SEVERABILITY. Every section, provision and part of this ordinance is declared severable from every other section, provision and part thereof. If any section, provision or part of this ordinance is held to be invalid by a court of competent jurisdiction, such judgment shall not invalidate any other section, provision or part of this ordinance.

SECTION 3. EFFECT. 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 B. Supple, Mayor

ATTEST:

Michelle Friedrich, City Clerk

Section 8. Commercial Business and Trade Licenses and Permits

(22) Motion pictures and commercial photography permit	1197	Per event Photography Motion picture (based on application)	\$52.00 \$206.00
(23) Adult-Use Cannabis	1198	Cannabis Retailer Cannabis Renewal <i>(The initial registration fee shall include the fee for initial registration and the first annual renewal. Any renewal fee imposed by the local unit of government shall be charged at the time of the second renewal and each subsequent annual renewal thereafter.)</i>	\$500.00 \$1,000.00
Low-Potency Hemp Edible	1198	Lower Potency Hemp Retailer Registration Annual Renewal	\$125.00 \$125.00
<u>Short Term Rental License</u>	<u>1199</u>	<u>Initial application license fee for short-term rental</u>	<u>\$700.00</u>
<u>Short Term Rental License Renewal</u>	<u>1199</u>	<u>Annual renewal fee for short-term rental license</u>	<u>\$500.00</u>

RESOLUTION NO. _____

**RESOLUTION APPROVING SUMMARY PUBLICATION
OF AN ORDINANCE AMENDING CHAPTER XI OF THE CITY CODE BY ADDING A
NEW SECTION 1199 REGULATING THE USE AND LICENSING OF SHORT-TERM
RENTALS**

WHEREAS, the City has adopted the above-referenced amendment of the Richfield City Code; and

WHEREAS, the verbatim text of the amendment is cumbersome, and the expense of publication of the complete text is not justified.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield that the following summary is hereby approved for official publication:

**SUMMARY PUBLICATION
BILL NO. _____**

**AN ORDINANCE AMENDING CHAPTER XI OF THE CITY CODE BY ADDING A
NEW SECTION 1199 REGULATING THE USE AND LICENSING OF SHORT-TERM
RENTALS**

This summary of the ordinance is published pursuant to Section 3.12 of the Richfield City Charter.

This ordinance amends City Code Chapter XI to include a new section 1199 relating to the use and licensing of short-term rentals.

Copies of the ordinance are available for public inspection in the City Clerk's office during normal business hours or upon request by calling the Support Services Manager at 612-861-9881.

Adopted by the City Council of the City of Richfield, Minnesota this 23rd day of September, 2025.

Mary Supple, Mayor

ATTEST:

Michelle Friedrich, City Clerk



City Council Meeting 9/23/2025

Agenda Section: Resolutions

Agenda Item: 11.a.

Report Prepared By:

Mary Bogie, Interim Finance Director

Department Director:

Katie Rodriguez, City Manager

Item for Consideration:

Adopt the attached resolutions establishing the 2026 preliminary budget and property tax levy, setting the date for the Truth in Taxation hearing, authorizing budget revisions, authorizing revision of 2025 department budgets, and approving City fees for 2026.

EXECUTIVE SUMMARY

On August 12, 2025, a City Council special meeting was held for the purpose of presenting and discussing the 2025 Revised/2026 Proposed Budget and 2026 preliminary property tax levy. At this meeting staff presented to the City Council a preliminary gross tax levy of \$31,693,830, including a levy for general fund operations of \$25,420,333, a debt service levy of \$3,946,030, an equipment and technology levy of \$1,682,308, and an Economic Development Agency levy of \$645,160. The proposed City levy increase presented at the August 12, 2025 work session was 5.97%.

During discussion, City Council directed that the Public Works budget be increased by \$55,000. The increase will fund asphalt trail maintenance, stop sign replacement, warning sign replacement and forestry/tree planting. The budget increase will be funded by the property tax levy.

With these stated changes, staff is now presenting to the City Council a preliminary tax levy of \$31,749,380. This includes a levy for general fund operations of \$25,475,883, a debt service levy of \$3,946,030, an equipment and technology levy of \$1,682,308, and an Economic Development Agency levy of \$645,160. The proposed City levy is an increase of 6.16% over the 2025 levy. The HRA levy of \$742,230, a 3% increase, has been approved by the HRA and is recommended to be ratified as part of this approval. The combined City and HRA levy increase is 6.08%.

Once the preliminary levy is approved, it may be further reduced at a later City Council meeting, but it legally cannot be increased over the preliminary approved amount. In addition, the City must certify its proposed property tax levy for payable year 2026 to the County Auditor and set a date for its Truth in Taxation public meeting on or before September 30, 2025. The Truth in Taxation public meeting must be held between November 25 and December 30, 2025, and must occur at 6:00 p.m. or later. The City's Truth in Taxation public meeting is scheduled for Tuesday, November 25, 2025, at 6:30 p.m.

At the August 12, 2025, City Council special meeting staff also presented the proposed city fees for 2026. Staff is asking Council to adopt a resolution setting City fees for 2026.

A separate transitory ordinance related to building permits, zoning, and other land use permits fees established by Appendix D of the City's Code are included in a separate report as they are set by ordinance, not resolution.

HISTORICAL CONTEXT

RECOMMENDED ACTION

BY MOTION: Adopt the attached resolutions establishing the 2026 preliminary budget and property tax levy, setting the date for the Truth in Taxation hearing, authorizing budget revisions, authorizing revision of 2025 department budgets, and approving City fees for 2026.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Considering the effects of a levy increase on residents, especially underrepresented residents, helps to reduce the unintended consequences of higher taxes and fees. Keeping the levy and fee increases low helps minimize effects on residents at the household level.

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

The City Charter establishes that at a special budget meeting of the Council on or before September 15, the City Manager must submit to the Council a proposed budget and a budget message in the form and containing the information specified in Section 7.06. Consequently, as required by the Truth in Taxation legislation (MS 275.065) each “taxing authority” must certify its proposed property tax levy for payable year 2026 to the County Auditor on or before September 30, 2025. “Taxing authority” includes all counties, all school districts, all cities regardless of population, all towns, special taxing districts. No local units of government are exempted from this requirement.

In addition, each “taxing authority” with a population of 500 or more, must certify to their County Auditor the date that has been selected for the Truth in Taxation public meeting by September 30, 2025. This Truth in Taxation public meeting must be held between November 25 and December 30, 2025 and must occur at 6:00 p.m. or later.

CRITICAL TIMING ISSUES

Along with the 2025 Revised/2026 Proposed budget and preliminary property tax levy, City staff is also recommending a date for this year’s Truth in Taxation public meeting. It is recommended that this year’s meeting be set for 6:30 p.m. Tuesday, November 25, 2025. All official action concerning the preliminary tax levy and setting dates for the Truth in Taxation hearings must be concluded before September 30, 2025.

FINANCIAL IMPACT

The preliminary gross levy for taxes payable 2026 as presented is \$31,749,380. The City’s tax capacity rate is anticipated to increase from 54.57% to 55.81%. Included in the 2026 preliminary gross levy is a levy to fund the purchase of rolling stock and technology equipment of \$1,682,308 and the levy to fund the Economic Development Authority of \$645,160.

A resolution for consideration authorizes the revision of the 2025 budget to conform to the most recent 2025 revenue and expenditure projections. Revised revenues are recommended to be increased by \$56,538. Overall, revised expenditures are recommended to increase by the same amount. However, budgeted spending is planned to decrease by \$297,852 and planned savings to increase by \$354,390. The planned savings should help the General Fund to achieve target fund balance levels of 40% of expenditures set by City policy.

LEGAL CONSIDERATIONS

N/A

ALTERNATIVE RECOMMENDATION(S)

The City Council could adopt an alternate 2026 preliminary property tax levy or 2025 Revised/2026 Proposed budget or select other allowable Truth in Taxation hearing dates.

ATTACHMENTS

- 1. Proposed Budget and Tax Levy Resolution
- 2. Authorizing Budget Revision Resolution
- 3. Authorizing Revision of 2025 Budget of Various Departments
- 4. Appendix D Resolution - Non Building Fees

**RESOLUTION NO. XXXXX
RESOLUTION ADOPTING A PROPOSED BUDGET AND TAX LEVY
FOR THE YEAR 2026**

WHEREAS, the Minnesota Truth in Taxation law provides for a proposed tax levy to be certified to the County Auditor by September 30, 2025 and then recertified before December 30, 2025.

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

1. The budget for the City of Richfield for the year 2026 is hereby approved and adopted with appropriations for each of the departments to be as follows:

General Fund

Legislative/Executive	1,360,777
Administrative Services	1,427,977
Finance	701,628
Public Safety	13,642,788
Fire Services	6,641,729
Community Development	1,916,110
Public Works	5,949,340
Recreation Services	2,561,200
0.44% related to PFML	115,000
Transfers Out	372,250
Fund Balance Reserve	445,316
TOTAL GENERAL FUND	<u><u>\$ 35,134,115</u></u>

2. The estimated gross revenue of the City of Richfield from all sources, including general ad valorem tax levies as hereinafter set forth for the year 2026 which are more fully detailed in the City Manager’s official copy of the 2026 budget, are hereby found and determined to be as follows:

TOTAL GENERAL FUND \$35,134,115

3. There is hereby levied upon all taxable property in the City of Richfield a direct ad valorem tax in the year 2025, payable in 2026 for the following purposes and in the following amounts:

<u>PURPOSE</u>	<u>AMOUNT</u>
General Fund ¹	\$25,475,883 ²
Equipment	1,682,308
Economic Development Authority	645,160
Debt Service	3,946,030

¹ Provision has been made in the General Fund for the payment of the City's contributory share to Public Employees' Retirement Association.

² General Fund Levy includes all fiscal disparities distribution amounts.

4. The debt service tax levy as established in the bond documents for the G.O. Special Assessment Bonds, Series 2013A shall be \$149,730.
5. The debt service tax levy as established in the bond documents for the G.O. Street Reconstruction Bonds, Series 2015A will be reduced from \$631,056.57 to \$279,582 due to the utilization of gas and electric franchise fees.
6. The debt service tax levy as established in the bond documents for the G.O. Special Assessment Bonds, Series 2016B shall be \$530,750.
7. The debt service tax levy as established in the bond documents for the G.O. Bonds, Series 2016C shall be \$697,313.
8. The debt service tax levy as established in the bond documents for the G.O. Bonds, 2017A shall be \$588,500.
9. The debt services tax levy as established in the bond documents for the G.O. Bonds, 2017B shall be \$339,675.
10. The debt service tax levy as established in the bond documents for the G.O. Street Reconstruction Bonds, Series 2018A will be reduced from \$700,061.25 to \$284,025 due to the utilization of gas and electric franchise fees.
11. The debt service tax levy as established in the bond documents for the G.O. Bonds, Series 2019A shall be \$356,700.
12. The debt service tax levy as established in the bond documents for the G.O. Bonds, Series 2020A shall be \$187,570.
13. The debt service tax levy as established in the bond documents for the G.O. Bonds, Series 2020B shall be \$126,985.
14. The debt service tax levy as established in the bond documents for the G.O. Bonds, Series 2022A shall be \$405,200.
15. The budget for the Housing and Redevelopment Authority of Richfield for the year 2026 is hereby ratified and approved. There is hereby levied upon all taxable property in the City of Richfield a direct ad valorem tax in the year 2025, payable in 2026 for the following purposes:

<u>PURPOSE</u>	<u>AMOUNT</u>
Housing and Redevelopment Authority	\$742,230

16. A certified copy of this resolution shall be transmitted to the County Auditor.
17. The Truth in Taxation public meeting shall be set for 6:30 p.m. November 25, 2025.

Adopted by the City Council of the City of Richfield, Minnesota this 23rd day of September 2025.

Mary Supple, Mayor

ATTEST:

Michelle Friedrich, City Clerk

RESOLUTION NO. XXXXX
RESOLUTION AUTHORIZING BUDGET REVISIONS

WHEREAS, the City Charter and Minnesota Statutes provide for a process for adopting an annual budget and tax levy; and

WHEREAS, the City Charter provides certain authority for the City Manager and/or City Council to revise the annual budget; and

WHEREAS, it would be beneficial to restate such authority with the adoption of the budget.

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

1. The City Manager may increase the budget by City Council action provided that unbudgeted receipts will be available to equal or exceed the increased expenditures.
2. The City Manager may authorize transfers between divisions within a department providing the transfers do not increase or decrease the department or total budget.
3. The City Manager may transfer budgeted amounts between departments only with the approval of the City Council.

Adopted by the City Council of the City of Richfield, Minnesota this 23rd day of September 2025.

Mary Supple, Mayor

ATTEST:

Michelle Friedrich, City Clerk

RESOLUTION NO. XXXXX

RESOLUTION AUTHORIZING REVISION OF 2025 BUDGET OF VARIOUS DEPARTMENTS

WHEREAS, Resolution No. XXXXX appropriated funds for personal services, other expenses and capital outlays for each department of the City for the year of 2025; and

WHEREAS, The City Charter, Chapter 7, Section 7.09, gives the Council authority to transfer unencumbered appropriation balances from one department to another within the same fund at the request of the City Manager; and

WHEREAS, The City Manager has requested a revision of the 2025 budget appropriations in accordance with Charter provisions and as detailed in the Proposed 2026 budget document.

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

1. That the 2025 appropriations for each department of the General Fund be amended to establish the following totals:

General Fund

Legislative/Executive	1,300,946
Administrative Services	1,357,601
Finance	495,832
Public Safety	12,586,184
Fire Services	6,333,130
Community Development	1,806,325
Public Works	5,301,140
Recreation Services	2,474,590
Transfers Out	352,250
Fund Balance Reserve	778,500
TOTAL GENERAL FUND	\$ 32,786,498
INCREASE	\$ 56,538

2. Estimated 2025 gross revenue of the City of Richfield from all sources, as the same are more fully detailed in the City Manager’s official copy of the proposed 2026 budget, are hereby revised as follows:

INCREASE \$56,538

3. That the City Manager and the Finance Director bring into effect the provisions of this resolution.

Adopted by the City Council of the City of Richfield, Minnesota this 23rd day of September 2025.

Mary Supple, Mayor

ATTEST:

Michelle Friedrich, City Clerk

RESOLUTION NO. Res. No. 2026-XXXX

RESOLUTION ESTABLISHING ~~2025-2026~~ LICENSE, PERMIT AND MISCELLANEOUS FEES PURSUANT TO THE PROVISIONS OF APPENDIX D OF THE ORDINANCE CODE OF THE CITY OF RICHFIELD RESCINDING RESOLUTION NO. ~~12127-12243~~

BE IT RESOLVED by the City Council of the City of Richfield, Minnesota as follows:

BE IT RESOLVED by the City Council of the City of Richfield, Minnesota as follows:

Section 1. Establishing Fees.

- A. License, permit and miscellaneous fees required under the ordinances of the City of Richfield shall be as stated in the sections of this resolution.
- B. A period of no less than 30 days will be allowed for the remittance of City Business license renewal fees contained in Sections 5, 6, 7, 8 and 9 of this resolution.
- C. A 10% administrative surcharge will be assessed upon all renewals contained in Section 5, 6, 7, 8 and 9 of the resolution if not received by the City on or before December 31st of each year. The 10% surcharge will be based upon the cost of the license.
- D. Nothing in this section shall be deemed to require the City to issue or renew any license for which the fee has not been paid in a timely manner.

Section 2. Construction and Related License Fees.

Type of Permit or License	Section Requiring	Description	Fee
(1) Heating and Ventilating Installer	400.07	1 Year	\$80.00
(2) Sign Installer	416.01—416.13	1 Year	\$80.00
(3) Electrical Installer	400.03—400.09	State License Required	
(4) Plumber	400.03—400.09	State License Required	
(5) Well Driller	620	State License Required	

Section 3. Public Works Fees.

Type of Permit or License	Section Requiring	Description	Fee
(1) Benches	805.01—805.27	First Year	\$80.00
		Renewal	\$30.00
(2) Boulevard feature Permit	811.07	a) Application to place a privately owned feature in the boulevard	\$30.00
		b) If applied for after installation of feature has begun	\$60.00
(3) Excavation in Public Right-of-way	800.01—800.15	a) For each transverse excavation and each 500 feet or portion thereof longitudinal excavation and for each 500 feet of curb and gutter or portion thereof installed or driveway apron installed, except when survey and grade stakes are set by City	\$200.00 \$0.20 per foot > 500'
		b) If applied for after excavation has begun	\$400.00
		c) For each pothole	\$20.00

Richfield, Minnesota, Code of Ordinances
Appendix D LICENSE, PERMIT AND MISCELLANEOUS FEES

(4) Pole Attachment /Small Cell Facilities Permit	802	a) Application to attach or collocate pole attachment on City facilities in the City Right- of-way	\$500.00 /≤ 5 units \$100.00/unit thereafter
		b) Application to construct/install new small cell pole w/ attachment in the City Right- of-way	\$1,000/unit
		c) Annual rental fee per attachment to collocate on the city structure, per agreement	Up to \$150/unit
		d) Annual maintenance fee associated with the collocation, per agreement	Up to \$25/unit
		<i>Continued on next page.</i>	

Richfield, Minnesota, Code of Ordinances
Appendix D LICENSE, PERMIT AND MISCELLANEOUS FEES

		Monthly Electrical Fees	\$73.00/node
		a) Radio node less than or equal to 100 maximum watts	\$182.00/node
		b) Radio node over 100 maximum watts	
		c) The actual cost of electricity	
(5) Forestry Permit	810	Applies only to trees on City property and public ROW	\$100.00
(6) Seasonal Load Limit Exemption		a) Per load	\$25.00
		b) If applied for after delivery	\$50.00
(7) Obstruction Permit	802.17	(a) Short term, temporary single lane closure of less than four hours	No fee
		(b) Lane closures longer than four hours' duration (or if between 7:00 a.m. and 9:00 a.m. or between 3:30 p.m. and 6:00 p.m.)	
		Arterial	
		<u>Per Day for Each Lane</u> (per block or portion thereof)	\$60.00
		Full Closure (per block or portion thereof)	\$300.00
		Collector	
		<u>Per Day for Each Lane</u> (per block or portion thereof)	\$30.00
		Full Closure (per block or portion thereof)	\$75.00
		Local/Residential	
		<u>Per Day for Each Lane</u> (per block or portion thereof)	\$15.00
		Full Closure (per block or portion thereof)	\$45.00
		Sidewalk/Bike Lane	
		<u>Per Day for Each Lane (per block or portion thereof)</u>	\$30.00
		Parking Lane	
		<u>Per Day for Each Lane</u> (per block or portion thereof)	\$7.50
		Full Closure (per block or portion thereof)	31.25
		<u>(c) If applied for after obstruction closure has begun, regardless of duration of closure</u>	
		(c) Short term, temporary single lane closure less than four hours	No fee
		(d) Lane closures longer than four hours' duration (or if between 7:00 a.m. and 9:00 a.m. or between 3:30 p.m. and 6:00 p.m.)	
		Arterial	
		<u>Per Day for Each Lane</u> (per block or portion thereof)	\$120.00
		Full Closure (per block or portion thereof)	\$300.00
		Collector	
		<u>Per Day for Each Lane</u> (per block or portion thereof)	\$60.00
		Full Closure (per block or portion thereof)	\$150.00

Richfield, Minnesota, Code of Ordinances
Appendix D LICENSE, PERMIT AND MISCELLANEOUS FEES

		Local/Residential	
		<u>Per Day for Each Lane</u> (per block or portion thereof)	\$30.00
		Full Closure (per block or portion thereof)	\$90.00
		Sidewalk/Bike Lane	
		<u>Per Day for Each Lane (per block or portion thereof)</u>	\$60.00
		Parking Lane	
		<u>Per Day for Each Lane</u> (per block or portion thereof)	\$15.00
		Full Closure (per block or portion thereof)	\$62.50
		If the closures are not removed by the permitted completion date, then additional Days will be charged at double the rate	
(8) Noise Ordinance Exemption	930.35	(a) With conditions added as required	\$50.00
		(b) If applied for after violation	\$100.00
(9) Certification Charge	705.03— 705.21	All delinquent accounts	\$50.00
(10) NSF Check Charge			\$30.00
(11) Utility Services			
Sanitary Sewer	700.05	All land uses	
New Service			\$125.00
Repair			\$125.00
Disconnect			\$125.00
Replacement			\$125.00
Sewer Service Line Televising			\$100.00
<u>Appointment Fee, No-Call, No-Show</u>		<u>For failure to appear/be available at scheduled appointment time without reasonable advance notice to the City. Reasonable advance notice to the City is considered at least 1 hour before the scheduled appointment time.</u>	<u>\$75.00</u>
Water Service	715.01	All land uses	\$125.00
New Service			\$125.00
Repair			\$125.00
Disconnect			\$125.00
Replacement			
Turn on/off			\$75.00
Meter Installation			\$75.00
Private Hydrant			\$75.00
Hydrant Meter Fee			\$75.00

Richfield, Minnesota, Code of Ordinances
Appendix D LICENSE, PERMIT AND MISCELLANEOUS FEES

<u>Appointment Fee, No-Call, No-Show</u>		<u>For failure to appear/be available at scheduled appointment time without reasonable notice to the City.</u>	<u>\$75.00</u>
<u>Backflow Device Registration Fee</u>	<u>710.23</u>	<u>All properties, excluding SFH and Duplex residential properties</u>	<u>\$50.00</u>
		<u>SFH and Duplex residential properties</u>	<u>No fee</u>
Storm Sewer	720	All land uses	
New Service			\$125.00
Repair			\$125.00
Disconnect			\$125.00
Replacement			\$125.00
(12) Street Light Banners	855.05	First time applicant to hang street light banners within a district of for an event.	\$50.00
		Per street light banner installation (no existing hardware)	\$20.00
		Per street light banner installation if supporting hardware exists on the light pole.	\$10.00
		Per street light banner removal	\$10.00
		Permit Renewal: Annually for both decorative and event banners, unless banner design has changed, then full application fee is charged. If annual renewal is not completed, the permittee risks removal of all banners at the permittee's expense.	\$10.00
(13) Utilities Special Charges	715.03	Transaction fee for utility accounts paying by credit card (excludes ACH withdrawals, checks, or debit card payments)	2.95% of utility bill or \$1.95, whichever is greater

Section 4. Fire Services Fees.

Type of Permit or License	Section Requiring	Description	Fee
(1) Fire Prevention Code <u>(Fire Safety)</u>	400.21— 400.29	For initial fee required under code Per <u>Year</u> <u>Year</u> <u>Covers activities or materials requiring fire department approval per fire code, including tents, hazardous materials, open flames, and other regulated uses.</u>	\$100.00

Richfield, Minnesota, Code of Ordinances
Appendix D LICENSE, PERMIT AND MISCELLANEOUS FEES

		For each additional fee required under code: <u>Applies to each additional regulated item under the same permit (e.g., multiple tents at one location).</u>	[GRAPHIC] \$20.00 25.00
		Penalty if not renewed within 2 months of notification: Per Year <u>Applies to permits not renewed within 2 months of official notice (e.g., fire safety permit for hazardous materials).</u>	\$75.00
(2) Daycare/Adult Foster Care Facility Inspection			\$100.00
(3) Reimbursement Fee for Fire/Rescue Unit		Per Hour	\$400.00
(4) Sale of Consumer Fireworks	1131	(a) License per location selling only consumer fireworks Per Year <u>Per Year</u> <u>(b) Fireworks sales under temporary membrane structures (e.g., tents) require a fire safety permit.</u>	\$350.00
		(b) License per location of each other retail seller <u>(Each physical store)</u> Per Year	\$100.00
(5) Display of Commercial Fireworks	5608	Licensed per display by qualified vendor	\$350.00

Section 5. Amusement and Recreation Licenses and Permits.

Type of Permit or License	Section Requiring	Description	Fee
(1) Arcade	1105	1 Year	\$687.00 <u>\$708.00</u>
(2) Amusement Device	1100.01	(a) Mechanical Amusement Device (Pinball) 1 Year	\$16.00 <u>\$17.00</u>
		(b) Mechanical Music Box 1 Year	\$16.00 <u>\$17.00</u>
		(c) Video Games 1 Year	\$16.00 <u>\$17.00</u>
(3) Lawful Gambling	1100.13	Bingo, Tipboard, Paddle Wheel, Raffle, Pull Tabs	State Fee
		Investigation Fee	\$250.00
(4) Itinerant Place of Amusement	1100.05— 1100.11	1 Day	\$370.00 <u>\$381.00</u>

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(5) Public Dance	1110.03	For each day dances are held: 1 month:	\$5.00 \$6.00 \$54.00 \$56.00
		No fee for locations holding tavern licenses.	
(6) General Amusement	1100.03	(a) Billiard, Pool or Pigeonhole table (each) 1 Year	\$16.00 \$17.00
		1. Coin operated 1 Year	\$16.00 \$17.00
		(b) Bowling Alley (per lane) 1 Year	\$54.00 \$56.00
		(c) Circus 1 Year	\$208.00 \$214.00
		(d) Dance Hall 1 Day	\$208.00 \$214.00
		(e) Golf	
		1. Miniature 1 Year	\$48.00 \$49.00
		2. Driving Tee 1 Year	\$48.00 \$49.00
		(f) Mountback 1 Day	\$199.00 \$205.00
		(g) Rides, mechanical/animal of any kind (ea) 1 Year	\$16.00 \$17.00
		(h) Shows, any kind 1 Day	\$199.00 \$205.00
		(i) Shuffleboard (each lane) 1 Year	\$17.00 \$18.00
		(j) Other games 1 Day	\$16.00 \$17.00
(7) Musical Concert	1110.01	Per event	\$60.00 \$62.00
(8) Theatre Cinema	1120	1 Year	\$288.00 \$297.00
		Plus a notice publication fee	\$8.00 \$9.00
(9) Roller Rink	1115	1 Year or portion thereof	\$288.00 \$297.00
(10) Commercial Adult- Oriented Enterprises	605	1 Year	\$3,434.00 \$3,537.00
		Investigation fee 1 Year	\$3,434.00

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			\$3,537.00
(11) Masseur/Masseuse	605	Certificate fee 1 Year	\$112.00 <u>\$115.00</u>
		Investigation fee 1 Year	\$280.00 <u>\$288.00</u>
(12) Public Baths	610	1 Year	\$3,977.00 <u>\$4096.00</u>
		Investigation fee (actual cost minimum)	\$3,977.00 <u>\$4096.00</u>
(13) Fortune Teller and related trade	1130.05— 1130.07	1 Day 1 Week 1 Month 1 Year	\$230.00 <u>237.00</u> \$685.00 <u>\$705.00</u> \$1,369.00 <u>\$1,410.00</u> \$2,291.00 <u>\$2,360.00</u>
(14) Adult Establishments	1196	Annual license 1 Year	\$3,434.00 0 <u>\$3,537.00</u>
		Investigation fee (new license)	\$3,434.00 <u>\$3,537.00</u>

Section 6. Animal Licenses and Permits.

Type of Permit or License	Section Requiring	Description	Fee
(1) Animals	905.01— 905.29	(a) Animals (Spayed or Neutered) with option to purchase a multi-year license 1 Year	\$15.00
		(b) Animals (Not Spayed or Neutered) 1 Year	\$25.00
		(c) Duplicate Animal License	\$7.00
		(d) Late Penalty	\$10.00
	905.31— 905.33	(e) Commercial Kennel 1 Year	\$249.00 <u>\$256.00</u>
		(f) Residential Kennel 1 Year	\$118.00 <u>\$122.00</u>
		(g) Veterinary	\$249.00 <u>\$256.00</u>

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	905.37— 905.39	(h) Pigeons 1 Year	\$44.00 <u>\$45.00</u>
	905.41	(i) Non-domestic Animals (Temporary Permit)	\$31.00 <u>\$32.00</u>
	905.01— 905.29	(j) Impounding (each animal) 1st time	\$77.00 <u>\$79.00</u>
		2nd Time	\$138.00 <u>\$142.00</u>
		3rd time (each impound after)	\$207.00 <u>\$213.00</u>
		(k) Dangerous dog registration fee State Statute 347.51)	\$500.00 <u>\$500.00</u>
	906.13 <u>905.37</u>	(l) Beekeeping Registration + <u>Inspection</u> fee <u>Fowl Registration +Inspection Fee</u>	\$31.00 <u>\$50.00</u> <u>\$50.00</u>

Section 7. Vehicle and Transportation License and Permit Fees.

Type of Permit or License	Section Requiring	Description	Fee
(1) Aircraft	1340	1 Day	\$60.00 <u>\$62.00</u>
(2) Garbage and Refuse Collection	601.01— 601.33	Commercial and Residential	
		First vehicle 1 Year	\$343.00 <u>\$353.00</u>
		Each additional vehicle 1 Year	\$73.00 <u>\$75.00</u>
(3) Motor Vehicle Dealer	1155	Per place of business 1 Year	\$513.00 <u>\$528.00</u>
		Each additional place of business 1 Year	\$194.00 <u>\$200.00</u>
(4) Motor Bicycle Business	1160	Per place of business 1 Year	\$298.00 <u>\$307.00</u>
		Per place of business to sell, rent or lease 1 Year	\$137.00 <u>0</u> <u>\$141.00</u>
(5) Sound Truck	1165	Per vehicle 1 Year	\$298.00

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			\$307.00
		Per vehicle 1 Day	\$44.00 45.00
(6) Taxicab	1170	First vehicle or auto livery 1 Year	\$743.00 \$765.00
		Each additional vehicle or auto livery operated at any time within license period 1 Year	\$91.00 \$94.00
(7) Taxicab Driver	1175	1 Year	\$70.00 \$72.00
(8) Rental or Utility Trailers and Trucks	1185	Each place of business 1 Year	\$137.00 \$141.00

Section 8. Commercial Business and Trade Licenses and Permits.

Type of Permit or License	Section Requiring	Description	Fee
(1) Firearms Dealer	920.01— 920.05	1 Year	\$2,291.00 0 \$2360.00
(2) Food Establishments	617	(A) Type I Establishment, a large 1 year high-risk food establishment serving on average 500 or more meals per day; having 175 or more seats; or having 500 or more customers per day	
		(1) Food service establishment	\$1,028.00 \$1,059.00
		(2) School, kindergarten through grade 12	\$755.00 \$778.00
		(3) Daycare Center or Preschool	\$755.00 \$778.00
		(B) Type II Establishment, a small high-risk food establishment serving on average fewer than 500 meals per day; having fewer than 175 seats; or having fewer than 500 customers per day	
		(1) Food service establishment	\$883.00 \$909.00
		(2) School, kindergarten through grade 12	\$588.00 \$606.00
		(3) Daycare Center or Preschool	\$588.00 \$606.00
		(C) Type III Establishment, a medium risk food establishment serving mainly non- time/temperature control for safety (TCS) foods and TCS foods prepared	

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		elsewhere and only heated or held cold onsite; or serving or retailing foods such as pizza carryout or delivery, requiring handling followed by heat treatment	
		(1) Food service establishment	\$755.00 <u>\$778.00</u>
		(2) School, kindergarten through grade 12	\$375.00 <u>\$386.00</u>
		(3) Daycare Center or Preschool	\$375.00 <u>\$386.00</u>
		(D) Type IV Establishment, a food establishment with minimal food handling such as preparing coffee, hot dogs, blended or mixed drinks, packaged foods customers heat on-site, continental breakfasts, unpackaged baked goods made elsewhere	
		(1) Food service establishment	\$492.00 <u>\$507.00</u>
		(2) School, kindergarten through grade 12	\$228.00 <u>\$235.00</u>
		(3) Daycare Center or Preschool	\$228.00 <u>\$235.00</u>
		(E) Type V Establishment, a food establishment with non-TCS food or food products sold in the original packaging	
		(1) Food service establishment	\$303.00 <u>\$312.00</u>
		(2) School, kindergarten through grade 12	\$188.00 <u>\$194.00</u>
		(3) Daycare Center or Preschool	\$188.00 <u>\$194.00</u>
		(F) Supplemental Facility	
		(1) High Supplemental Facility (like Type I or II)	\$188.00 <u>\$194.00</u>
		(2) Medium Supplemental Facility (like Type III)	\$150.00 <u>\$155.00</u>
		(3) Catering Supplemental Facility (for Food Catering Vehicle(s) and equipment)	\$228.00 <u>\$235.00</u>
		(4) Low Supplemental Facility (like Type IV or V)	\$112.00 <u>\$115.00</u>
		(G) Temporary Food Establishment	
		(1) Complex Temporary 1 to 3 days (like Type I or II)	\$188.00 <u>\$194.00</u>

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		(2) Complex Temporary 4 to 21 days (like Type I or II)	\$341.00 <u>\$351.00</u>
		(3) Simple Temporary 1 to 3 days (like Type III, IV or V)	\$78.00 <u>\$80.00</u>
		(4) Simple Temporary 4 to 21 days (like Type III, IV or V)	\$182.00 <u>\$187.00</u>
		(5) Temporary Food Multi-Vendor	\$955.00 <u>\$984.00</u>
		(H) Farmer's Market Stand (stands not exempted from licensing in Minnesota Statue Chapter 28A)	\$228.00 <u>\$235.00</u>
(3) Automobile Washing Establishment	1125	Per calendar Year or fraction thereof	\$228.00 <u>\$235.00</u>
(4) Cesspools	925.03	Permit fee for opening cesspool or dumping contents of each cesspool into City sewer	\$35.00 <u>\$36.00</u>
(5) Incinerator	601.29— 601.31	1 Year	\$68.00 <u>\$70.00</u>
(6) Tobacco <u>No licenses being issued</u>	1146.01(M S 461.12)	Retail Sale and Distribution - License issued on calendar Year (cigarette vending machines prohibited) (Bill No. 1998-19)	\$574.00 <u>\$591.00</u>
(7) Transient Merchant	1181.01— 1181.09	1 Day	\$146.00 <u>\$150.00</u>
(8) Wagon Peddler	1181	1 Year	\$344.00 <u>\$354.00</u>
(9) State hawker or Peddler license	1181	6 month/per person covered	\$84.00 <u>\$87.00</u>
(10) Canvasser or Solicitor	1181	6 month/per person covered	\$84.00 <u>\$87.00</u>
(11) Christmas Tree Sale	1130.03	1 Year	\$186.00 <u>\$192.00</u>
(12) Lodging Establishments	618	(A) Hotel/Motel	\$317.00 <u>\$327.00</u>
		(1) Each Guestroom	\$26.00 <u>\$27.00</u>
(13) Outdoor Merchandising	1135	Permit	\$145.00 <u>\$149.00</u>
(14) Storage Enclosure	1135	Per Enclosure	\$124.00 <u>\$128.00</u>
(15) Pawnbroker	1187	(a) Pawnbroker 1 Year	\$5,5,969.00 <u>\$6,148.00</u>
		(b) Owner investigation fee 1 Year (nonrefundable)	\$3,431.00 <u>\$3,534.00</u>

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		(c) Manager investigation fee 1 Year (nonrefundable)	\$1,241.00 <u>\$1278.00</u>
		(d) Employee investigation fee 1 Year (nonrefundable)	\$118.00 <u>\$122.00</u>
		(e) Transaction fee - per transaction	\$2.00 <u>\$2.00</u>
(16) Secondhand Goods Dealer	1186	(a) Secondhand Goods Dealer 1 Year	\$654.00 <u>\$674.00</u>
		(b) Initial investigation fee (nonrefundable) actual costs in excess of above with total not exceeding	\$2,511.00 <u>\$2,586.00</u>
		Applicant shall deposit \$1,200.00 with Licensing Clerk along with application. Amount in excess of actual application costs shall be refunded.	
(17) Auto Detailing Establishment	1195.01	1 Year	\$510.00 <u>\$525.00</u>
(18) Tattoo, Body Piercing, Body Painting or Body Branding	630	(a) Tattoo, body piercing, body painting or body branding 1 Year	\$1,142.00 <u>\$1,176.00</u>
		(b) Initial investigation fee (nonrefundable)	\$1,077.00 <u>\$1,109.00</u>
		1 Year	
(19) Temporary Tattoo, Body Piercing, Body Branding and Body painting events	630	Per booth	\$68.00 <u>\$70.00</u>
(20) Massage Therapy Enterprise License (Business license)	1188	Annual license 1 Year	\$1,109.00 <u>\$1,142.00</u>
		Investigation fee (new license)	\$1,109.00 <u>\$1,142.00</u>
Massage Therapist (Individual License)		Annual license 1 Year	\$109.00 <u>\$112.00</u>
		Investigation fee (new license)	\$112.00 <u>\$115.00</u>
Temporary Massage Therapist License		Per temporary location	\$229.00 <u>\$236.00</u>
(21) Public Swimming Pools	619	(A) Indoor	
		(1) First pool	\$303.00 <u>\$312.00</u>

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		(2) Each additional pool	\$150.00 <u>\$155.00</u>
		(B) Outdoor	
		(1) First pool	\$303.00 <u>\$312.00</u>
		(2) Each additional pool	\$150.00 <u>\$155.00</u>
		(C) School, K through grade 12, pools	
		(1) First pool	\$196.00 <u>\$202.00</u>
		(2) Each additional pool	\$109.00 <u>\$112.00</u>
		(D) Pool opening reinspection fee, operator makes an appointment for an inspection, but the pool is not ready to open	\$103.00 <u>\$106.00</u>
(22) Motion pictures and commercial photography permit	1197	Per event Photography Motion picture (based on application)	\$52.00 <u>\$54.00</u> \$ \$206.00 <u>\$212.00</u>
(23) Adult-Use Cannabis	TBD <u>1198</u>	Cannabis Retailer Cannabis Renewal <i>(The initial registration fee shall include the fee for initial registration and the first annual renewal. Any renewal fee imposed by the local unit of government shall be charged at the time of the second renewal and each subsequent annual renewal thereafter.)</i>	\$500.00 <u>\$500.00</u> \$1,000.00 <u>\$1,000.00</u>
Low-Potency Hemp Edible	TBD <u>1198</u>	Lower Potency Hemp Retailer Registration Annual Renewal	\$125.00 <u>\$125.00</u> \$125.00 <u>\$125.00</u>

PLAN REVIEW FEE FOR FOOD, THERAPEUTIC MASSAGE AND LODGING
PERCENTAGE OF FACILITY INVOLVED WILL BE DETERMINED BY STAFF

Descriptions:

Type I Establishment, a large high-risk food establishment serving on average 500 or more meals per day; having 175 or more seats; or having 500 or more customers per day.

Type II Establishment, a small high-risk food establishment serving on average fewer than 500 meals per day; having fewer than 175 seats; or having fewer than 500 customers per day.

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Type III Establishment, a medium risk food establishment serving mainly non- time/temperature control for safety (TCS) foods and TCS foods prepared elsewhere and only heated or held cold onsite; or serving or retailing foods such as pizza carryout or delivery, requiring handling followed by heat treatment.

Type IV Establishment, a food establishment with minimal food handling such as preparing coffee, hot dogs, blended mixed drinks, packaged foods customers heat onsite, continental breakfasts, unpackaged baked goods made elsewhere.

Type V Establishment, a food establishment with non-TCS food or food products sold in the original packaging.

Environmental plan review—includes the physical remodeling, updating, equipment replacement, equipment additions and the general overall review of all plans/work. This also includes all new development projects.

	New Construction and/or Major Remodel (over 50% of facility involved)	Extensive Remodel (25—50% of facility)	Minor Remodel 0—24% of facility)	Non-remodel approval consultation (\$5,000 or less in costs)
Type I	\$3,648.00 <u>\$3757.00</u>	\$1,902.00 <u>\$1959.00</u>	\$1,027.00 <u>\$1058.00</u>	\$175.00 <u>\$180.00</u>
Type II	\$2,513.00 <u>\$2588.00</u>	\$1,377.00 <u>\$1418.00</u>	\$758.00 <u>\$780.00</u>	\$175.00 <u>\$180.00</u>
Type III	\$1,378.00 <u>\$1419.00</u>	\$766.00 <u>\$789.00</u>	\$457.00 <u>\$471.00</u>	\$175.00 <u>\$180.00</u>
Type IV	\$675.00 <u>\$695.00</u>	\$263.00 <u>\$271.00</u>	\$133.00 <u>\$137.00</u>	No fee
Type V	New project or change of owner - \$175.00 <u>\$160.00</u> \$180.00		Minor remodel - permit but no plan check fee	
Therapeutic Massage	\$170.00 <u>\$180.00</u>	\$175.00 <u>\$180.00</u>	\$175.00 <u>\$180.00</u>	\$175.00 <u>\$180.00</u>

Section 9. Liquor and Related License and Permit Fees.

Type of Permit or License	Section Requiring	Description	Fee
(1) 3.2 Malt Liquor	1202.05	(a) On-Sale 1 Year	\$912.00
		(b) Tavern (dance) 1 Year	\$745.00
		(c) Wholesale 1 Year	\$44.00
		(d) Growler (Micro Brewery Off-Sale Malt Liquor) 1 Year	\$175.00
		(e) Off-Sale 1 Year	\$264.00
		(f) Club (Bottle Club) 1 Year	\$603.00
		(g) Temporary per event	\$191.00
(2) Liquor	1202.05	(a) On-Sale 1 Year	\$12,029.00
		(b) Sunday (Fee set by state law) 1 Year	\$200.00

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		(c) Wine 1 Year	\$1,325.00
		(d) Taproom (Micro Brew On-Sale Malt Liquor) 1 Year	\$700.00
		(e) Cocktail Room (Micro Distillery On Sale) 1 Year	\$800.00
		(f) Micro Distillery Off Sale 1 Year	\$600.00
		(g) Veterans' Organization (Ex-Sunday) 1 Year	\$863.00
		(h) Temporary per event	\$191.00
(3) Employee License On-Sale Liquor Establishments	1208.01	Effective 10/1/95 all licenses issued shall be valid for a period of two years from the date of initial application	\$37.00
(4) Investigation Fee	1202.01— 1202.21	(a) On-Sale liquor including Veterans' Organization	\$824.00 and
		Each person shown on application	\$247.00
		Each additional investigation for each person not listed on original or renewal application (excluding Veteran's Organizations)	\$247.00
	1202.11	(b) Wine, Taproom, Brewpub, Distillery, and	\$824.00
		Each person shown on application	\$247.00
		Each additional investigation for each person not listed on original or renewal application	\$247.00
	1202.11	Investigation of substitute manager	\$103.00

Section 10. Housing Inspection and Rental License Fees.

Type of Permit or License	Section Requiring	Description	Fee
(1) License for Apartment Houses and Rental Homes (includes up to two inspections)	407	(a) Apartment House, 1 Year	\$150.00 <u>190.00</u>
		Each unit	\$15.00
		(b) Rental Home - single family dwelling, 1 Year	\$150.00 <u>190.00</u>
		(c) Duplexes/double bungalows/townhouses	
		First unit, 1 Year	\$150.00 <u>190.00</u>
		Each additional rental unit, 1 Year	\$85.00 <u>125.00</u>
		(d) Late Fee—Charged each month the license is late	\$100 or 25% of the annual license fee, whichever is

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			greater, up to a maximum monthly fee of \$500.00
		(e) License Transfer Fee	\$50.00
		(f) Reinstatement of suspended license	100% of license fee (minimum \$80.00)
		(g) Reinstatement of Revoked license	200% of license fee
		(h) Re-Inspection Fee (for inspections over the first two)	
		1. multi-family	3 rd inspection: \$100.00 4 th inspection: \$200.00 5 th inspection: \$400.00 6 th inspection and more: \$800.00 Up to \$3,000, maximum
		2. single family & duplex	3 rd inspection: \$50.00 4 th inspection: \$100.00 5 th inspection: \$200.00 6 th inspection and more: \$400.00 Up to \$1,500, maximum
		Re-inspection fees shall be payable at the time of license renewal and no	
		renewal license shall be issued unless all inspection fees are paid	
		(i) Provisional license for apartment house Includes first unit	\$300.00 <u>380.00</u>
		Each additional unit	\$30.00
		Provisional license for Rental Home— single family dwelling 1 Year	\$300.00 <u>380.00</u>
		Provisional license for duplex First unit	\$300.00 <u>380</u>
		Each additional unit	\$170.00 <u>250</u>
		(j) Investigation fee for operating a rental property without a license	\$500.00
(2) Certificate of Housing maintenance Compliance (includes up to two inspections)	408	Single family home	\$150.00 <u>190.00</u>
		2-family home	\$230.00 <u>270</u>
		Condominium	\$100.00 <u>140</u>

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		Re-inspection Fee	3 rd inspection \$50.00 4 th inspection \$100.00 5 th inspection \$200.00 6 th inspection and more \$400.00 Up to \$1,500, maximum
		Fee to process cash escrow agreement	\$100.00 <u>125.00</u>
		Fee to process Agreement to Comply	\$100.00 <u>125.00</u>
(3) Richfield Apartment Managers' Association Fee	407	Fee to support RAMA services	\$1.50/unit
(4) Permit Fee for Rooming House	406	1 Year	\$170.00 <u>210.00</u>

Section 11. Miscellaneous Fees.

Type of Permit or License	Section Requiring	Description	Fee
(1) Permit to reside	1190	In motel for more than six Months	\$17.00
(2) Permit to Carry a Gun		Permit Issued By County	
(3) False Alarms (billable)		(a) in excess of 2 for calendar Year	\$100.00
		(b) in excess of 10 for calendar Year	\$200.00
		(c) in excess of 20 for calendar Year	\$300.00
(4) Nuisance Conduct Fee	925	Third call to a property for nuisance conduct within a 365-day period	\$400.00
(5) Copying Services Provided		Flat rate (per page)	\$.25
		Special rate	
		(a) Black & White Photocopy rate	
		8.5 x 11 (per side)	\$.25
		8.5 x 14 (per side)	\$.25
		MN Statute 13.03C	
		11 x 17 (each)	\$.50
		24 x 36 (each)	\$2.50
		X-large	\$2.50
		Color Photocopy rate	
		8.5 x 11 (per side)	\$1.00
		8.5 x 14 (per side)	\$2.00

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		11 x 17 (each)	\$4.00
		24 x 36 (each)	\$18.00
		X-large	\$3.00/sq. ft.
		(b) Labor	hourly wage & 33%
		(c) Postage	prevailing rate
		(d) Fax per page	\$.50
		(e) CD of meeting (per CD)	\$5.00
		(f) DVD of meeting (per DVD)	\$15.00
		(g) Electronic copies (CD or disk)	\$5.00
		(h) As builts (per image)	\$.50
(6) Notary Fee		Fee Set By State	
(7) Candidate Filing Fee	City Charter 4.04		\$25.00
(8) Photo Fee		Includes 2 photos	\$16.00 including tax
(9) Assessment Search Fees	Special	Special Assessment Search Fees	
		One free property identification number (PID) search per Day	
		if more than one search per Day (per search)	\$3.00
		<i>Special Assessment Search Report</i>	
		- per PID	\$15.00 <u>\$25.00</u>
		Creation of New or Special Report	
		- Fees to be based on time and materials to create report	
		- Minimum Fee	\$25.00
		Review of Comparable Property Records	
		Residential Field Card Report	\$.25
		- for up to five comparable properties (per copy)	
		Commercial/Industrial/Apartment Field	
(10) Domestic Partnership	120	Registration	\$30.00
(11) Certified copy of various documents		To certify documents i.e. resolutions, ordinances, minutes, registration forms, etc. on file (per copy)	\$5.00
(12) Vacant Building Registration Fee	925	Single Family Home or Duplex—Vacant one to two years	\$600.00
		Single Family Home or Duplex—Vacant three to four years	\$800.00
		Single Family Home or Duplex—Vacant five or more years	\$1,000.00

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		Any other type of property of less than 20,000 square feet in building size AND less than 1 acres of lot size - Vacant less than one Year	\$618.00
		Any other type of property of less than 20,000 square feet in building size AND less than 1 acres of lot size - Vacant one Year or longer	\$1,133.0 0
		Any other type of property larger than 20,000 square feet in building size OR more than 1 acres of lot size - Vacant less than one Year	\$1,390.0 0
		Any other type of property larger than 20,000 square feet in building size OR more than 1 acres of lot size - Vacant one year or longer	\$2,678.0 0
(13) Violation of Conversion Therapy Ban	635	Providing conversion therapy to a minor or vulnerable adult	\$1,000.00 per instance

Section 12. Room and Park Shelter Rental Fees.

Location or Type	Description	Fee Classification	Fee
Richfield Municipal Center	Bartholomew Room	Civic and non-profit groups and governmental agencies	\$75.00/Hr (2-hour minimum)
		Resident groups	\$100.00/Hr (2-hour minimum)
		Non-Resident and other groups	\$500.00/4-hour block
	Heredia Room	Civic and non-profit groups and governmental agencies	\$69.00/Hr (2-hour minimum)
		Resident groups	\$82.00/Hr (2-hour minimum)
		Non-Resident and other groups	\$400.00/4-hour block
	Fred Babcock Room	Civic and non-profit groups and governmental agencies	\$69.00/Hr (2-hour minimum)
		Resident groups	\$82.00/Hr (2-hour minimum)
Richfield Community Center	Augsburg, Fireside, Nicollet, or Ruth Johnson Rooms	Non-Profit	\$42.00/Hr
		Private	\$60.00/Hr
	Combined Nicollet/Augsburg or Richfield Rooms	Non-Profit Private	\$69.00/Hr \$95.00/Hr
	Kitchen	All Renters	\$80.00/4-hour block, \$15.00/additional hour

Richfield, Minnesota, Code of Ordinances
Appendix D LICENSE, PERMIT AND MISCELLANEOUS FEES

			Free with combined Nicollet/Augsburg room rental
Wood Lake Nature Center	Auditorium	Non-Profit Private	\$45.00/Hr \$65.00/Hr
	<u>Wood Lake Amphitheater</u>		<u>\$75/4-hour block</u>
Park Shelters	Wood Lake Nature Center - Emily Day Pavilion		<u>Monday - Thursday</u> \$82.00 <u>85/4-hour block</u> <u>Friday-Sunday</u> <u>\$95/4-hour block</u> <u>\$50 Damage/Compliance Deposit</u>
	Fairwood, Monroe, Augsburg Park Shelters		<u>Monday-Thursday</u> \$44.00 <u>46/4-hour block</u> <u>Friday-Sunday</u> <u>\$56/4-hour block</u> <u>\$50 Damage/Compliance Deposit</u>
	Sheridan Park Shelter		<u>Monday-Thursday</u> \$62.00 <u>65/4-hour block</u> <u>Friday-Sunday</u> <u>\$75/4-hour block</u> <u>\$50 Damage/Compliance Deposit</u>
	Veterans Park Shelter		<u>Monday-Thursday</u> Friday \$115 <u>120</u> per section/3-hr block
			Saturday & Friday- Sunday \$135 <u>141</u> per section/3-hr block <u>\$75/section</u> <u>Damage/Compliance Deposit</u>
<u>Enclosed Park Buildings</u>	<u>Jefferson Park, Washington Park, Madison Park</u>		<u>Monday-Thursday</u> <u>\$65/4-hour block</u> <u>Friday-Sunday</u> <u>\$75/4-hour block</u> <u>\$100 Damage/Compliance Deposit</u>
Athletic Fields	Donaldson Premier Baseball Fields (<u>Donaldson</u>)	Resident Non-Resident	\$57 <u>54.00/hr</u> \$284 <u>270.00/day</u> (first 8 hrs) \$69 <u>66.00/hr</u>

Richfield, Minnesota, Code of Ordinances
Appendix D LICENSE, PERMIT AND MISCELLANEOUS FEES

			\$ 357340.00 /day (first 8 hrs)
	Premier Roosevelt Youth Baseball/ Softball Fields (Roosevelt & Lincoln)	Resident Non-Resident	\$ 4644.00 /hr \$ 273260.00 /day (first 8 hrs) \$ 5956.00 /hr \$ 336320.00 /day (first 8 hrs)
	Lincoln and Taft -Premium Softball Fields (Taft)	Resident Non-Resident	\$ 3330.00 /hr \$ 126120.00 /day (first 8 hrs) \$ 4440.00 /hr \$ 183175.00 /day (first 8 hrs)
	General Baseball/ Softball Fields	Resident Non-Resident	\$ 2625.00 /hr \$ 115109.00 /day (first 8 hrs) \$ 3735.00 /hr \$ 209199.00 /day (first 8 hrs)
	Taft and Washington Premier Soccer/ Football Fields (Taft & Washington)	Resident Non-Resident	\$ 7059.00 /hr \$ 79.00 100 /hr
	Christian and Donaldson General Soccer/ Football Fields (Christian & Donaldson)	Resident Non-Resident	\$ 52.00 55 /hr \$ 8177.00 /hr
	Monroe Neighborhood Soccer Field (Monroe)	Resident Non-Resident	\$ 40.00 42 /hr \$ 6360.00 /hr
Broomball/ Hockey -y Rink	Donaldson and Christian <u>All</u> <u>outdoor rinks</u>	Resident Non-Resident	\$ 29.00 30 /hr \$ 4139.00 /hr
Tennis Courts	All parks	Resident Non-Resident	\$ 15.00 16 /court/hr \$ 25.00 26 /court/hr
Volleyball Courts	All parks	Resident Non-Resident	\$ 18.00 19 /hr \$ 26.00 27 /hr
Basketball Courts	All parks	Resident Non-Resident	\$ 18.00 19 /hr \$ 2726.00 /hr

Richfield, Minnesota, Code of Ordinances
Appendix D LICENSE, PERMIT AND MISCELLANEOUS FEES

Open Space	All parks	Resident	\$18.00 <u>19</u> /hr
		Non-Resident	\$26.00 <u>27</u> /hr
Athletic Facility Light Use	Softball, Baseball, Soccer, Football, Hockey, Tennis	All renters	\$30.00 <u>31</u> /hr
<u>Additional Field Usage Fees</u>	<u>All parks</u>	<u>All renters</u>	<u>\$75/hr maintenance fee</u> <u>\$30 administrative fee (permit changes/cancellation)</u> <u>\$500 Damage/Compliance deposit</u>
Richfield Band Shell	Stage and Equipment	All renters	Stage \$150.00 <u>165</u> /hr Equipment \$70 <u>75</u> /booking



Report Prepared By:

Michelle Friedrich, City Clerk

Department Director:

Katie Rodriguez, City Manager

Item for Consideration:

Approve Resolution Updating the City Council Rules of Procedure and Decorum.

EXECUTIVE SUMMARY

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. 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.

At the August 12, 2026, Council meeting, Council and staff reviewed language changes to the Rules of Procedure and Decorum. Council directed staff to include the "Hats Off to Hometown Hits" item under the "Council Discussion" section of the agenda, along with a "Liaison Reports" item allowing for brief updates from Council Members on their respective commission assignments. (The changes requested by Council on April 8, 2025, regarding the agenda order of business, Section 5: Agenda, Subd. 3, are included in this final revision.)

Council provided staff direction on the specific Sections and Subdivisions summarized below. The revisions are included in the final revision of the Rules of Procedure and Decorum are included in red in the attached document.

Section 4, Subd. 2, Appealing the Ruling of the Presiding Officer

Amended the language to remove the provision that limits participation in the appeal discussion, and aligning with Sturgis Standard Code of Parliamentary Procedure.

Section 5, Subd. 4 Varying Order of Business

The presiding officer may vary the order of business with Council input.

Section 5 Subd. 6 Consent Agenda

Clarified current language regarding removal of an item for further Council discussion from the Consent Calendar.

Section 5, Subd. 7 Items Not on the Agenda

Clarified current language regarding the addition of item(s) to the agenda with a majority vote of the Council; and adding additional language to include the Council may not amend the agenda to include any item that would require a public notice or a hearing.

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

Clarified and updated current language regarding public participation during Council meetings.

- Council increased public comment time to 30 minutes with a 3-minute limit per speaker, with Council consensus to extend time.
- Included language regarding public comment submitted via email.
- Included language to update address to city of residence.

Section 6, Subd. 3 Excused From Voting

Language updated to include language referencing Council Member participation in the discussion if they are abstaining from the vote either by unanimous consent of the other members present, or due to abstention as required by law.

Section 7, Subd. 3 Rules of Decorum Discussion

Updated language noting the mayor or any Council Member may bring a motion to limit discussion on any question.

Section 7, Subd. 9 Rules of Decorum Conduct

City Attorney Tietjen clarified the decorum document is focused on the Council's conduct rather than the general public's conduct.

Section 8 Enforcement of Decorum

City Attorney Tietjen provided some context for certain enforcement and situations that may arise.

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

BY MOTION: Approve a Resolution updating the City Council Rules of Procedure and Decorum.

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)

Council could request staff make additional changes and postpone approval of resolution.

ATTACHMENTS

1. 2025-09-23 Resolution Final Draft Rules of Procedure and Decorum (Final R3)

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 23rd day of September, 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**

ATTEST:

Mary B. Supple, Mayor

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 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 will be unsafe to meet in the regular meeting location, the meetings may be held for the duration of the emergency at another location, or virtually, as 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 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 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 will be called to order by the presiding officer. If a quorum is present, the City Council will 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. **Include Disbursements/Claims under this item.**
- (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. **Include Hats Off to Hometown Hits and Liaison Reports under this item.**
- (o) Closed Session
- (p) Adjournment

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

Subd. 5. Minutes.

(a) 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.

(b) 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:
- (a) During Public Hearings. **Members of the public may address the Council during Public Hearings. 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.**
 - (b) During Open Forum. 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. **The Open Forum total time will not exceed 30 minutes from the initial start of Open Forum. Speakers will be restricted to 3 minutes each. 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 name of person speaking, city of residence of the person speaking, and the topic.** Staff will provide a list of the Open Forum speakers to the presiding office at the start of each Open Forum.
- The Council will listen during Open Forum and will not give an immediate response to the 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 pm on the day of the Council meeting. Public comment received after 2:00 pm on the day of the meeting will be distributed to the Council at the next regularly scheduled meeting. **Emailed public comments will not be read out loud during the Open Forum or Public Hearing**, but 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 **and may not participate in the discussion of item requiring Council vote**. 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. Council 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 state 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 3-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.

Subd. 8. After Motion. After a motion has been made or a public hearing has been closed, no member of the public may address the Council from the audience on the matter under consideration unless a majority vote of the City Council allows it.

Subd. 9. Conduct. 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.

SECTION 8. ENFORCEMENTS OF DECORUM

Subd. 1. Warning. The presiding officer will issue a verbal warning to persons who, disturb a meeting. If, after receiving a warning from the presiding officer, the person persists in such conduct, the presiding officer may direct the person to leave the meeting. Such person will be readmitted at a future Council meeting as long as there are not 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, 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. 3. 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. 4. Adjournment. By a majority vote of Council Members 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 will be held 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 recorded and maintained in the same manner used for recording and maintaining audio 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 will be deemed a separate, distinct and independent provision and such holding will not affect the validity of the remaining portions thereof.

SECTION 12. ITEMS PRESENTED TO COUNCIL

Subd. 1. General. 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 will become the property of the City.

SECTION 13. ORDINANCES AND RESOLUTIONS

Subd. 1. Introduction and Adoption. All legislation of the City must be by ordinance. Ordinances, resolutions and other matters requiring Council action 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 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 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. The Council recognizes that occasional absences are necessary and excusable due to business demands, state of health, personal problems, vacations and other matters. Council Members should give as much advance notice as possible to the City Manager 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 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. 09/23/25)



Report Prepared By:

Kate Niederer, Human Resources Manager

Department Director:

Sack Thongvanh, Assistant City Manager

Item for Consideration:

Approve Resolution of Participation in a Private Paid Family and Medical Leave Plan (MetLife) and Establishing Premium Sharing For The 2026-2027 Plan Year.

EXECUTIVE SUMMARY

Beginning in January 2026, the State of Minnesota will implement a new law, the Paid Family and Medical Leave program. The program provides paid time off for workers experiencing a serious health condition, caring for a family member or newborn, participating in qualifying military-related activities, or addressing specific personal safety concerns. The program covers nearly all employers and employees across the state, including full-time, part-time, temporary, and most seasonal workers. Eligible former employees may also apply for benefits within 26 weeks of separation from employment.

The City of Richfield, in alignment with other municipalities, has evaluated two options for compliance with the new state requirements: enrolling in the statewide Minnesota Paid Leave program or contracting with an approved private vendor. After careful consideration, staff recommends pursuing an agreement with MetLife, an approved external vendor. This option is more cost-effective, shifts administrative and compliance responsibilities to the vendor, and is expected to offer a higher level of service for both the City and its employees.

After evaluating options, staff believes the vendor MetLife offers the best mix of services at less cost for several key reasons:

- MetLife currently administers Paid Leave in numerous other states and municipalities. They offered the City a two-year guaranteed rate of 0.759% of employees' total wages, compared to 0.88% under the state plan. Since this percentage is split 50/50 between the City and employees, both benefit from cost savings.
- MetLife committed to processing leave payments within five to seven days after receiving leave application materials. All customer service inquiries related to Minnesota Paid Leave will be handled directly by MetLife.
- The City was able to secure this lower rate by bundling additional related benefits. Richfield will transition to MetLife as its vendor for Short-Term Disability (STD) processing as well as Long-Term Disability (LTD) coverage, reducing administrative costs and streamlining the transition from STD to LTD for both employer and employee.
- Richfield intends to retain its self-insured STD plan and maintain the biweekly

STD hourly accrual benefit. As defined in the Minnesota Paid Leave program, lower income earners will receive a higher percentage of wage replacement, while higher income earners will receive a lower percentage. As the processing vendor, MetLife will also provide Human Resources with guidance on how much STD an employee can use from their STD bank to achieve up to 100% wage replacement.

Staff are recommending the City accept the MetLife proposal and proceed to next steps, including passing the attached resolution, so that MetLife can administer the paid leave program by January 1, 2026.

HISTORICAL CONTEXT

This is a new MN Paid Family and Leave Law that goes into effect January 1, 2026.

RECOMMENDED ACTION

BY MOTION: Approve Resolution of Participation in a Private Paid Family and Medical Leave Plan (MetLife) and Establishing Premium Sharing For The 2026-2027 Plan Year.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

The law requires all covered workers to participate in splitting the premiums with their employer and provides a higher portion of wage replacement for low-wage earners. Our approach will allow our current benefit-eligible employees to utilize the paid leave and their already accrued Short Term disability benefit to reach up to 100% wage replacement.

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

Pursuing an agreement with MetLife will require limited changes to City HR policy and the creation of process documents to implement the new program. The Fire contract may be impacted as they accrue sick leave instead of STD accruals.

CRITICAL TIMING ISSUES

MetLife is requesting written acceptance as soon as possible in order to submit an application to the state for the City of Richfield to be approved to use an equivalent plan substitution by October 1, 2025.

FINANCIAL IMPACT

Estimate of Costs of State Plan vs. Private Vendor (provided by NFP)

Rate	State Plan (0.88%)	MetLife (0.759%)
PFML Monthly Taxable Wages	\$1,410,882	\$1,410,882
Monthly Premium	\$12,416	\$10,709
Annual Premium	\$148,989	\$128,503
% Over State Plan	-	-13.75%
\$ Over State Plan	-	-\$20,486

**Paid Leave benefits will be funded by premiums paid 50% employers and 50% employees. By transferring Long-Term Disability vendors, the expense has been allocated to the 2026 budget.*

MetLife benefits include:

- Lower overall cost for the city on monthly premiums
- Lower overall cost for city employees on payroll deductions
- Assure compliance with the new Minnesota Paid Leave law
- Allow for easy transition from Short Term Disability to Long Term Disability

LEGAL CONSIDERATIONS

The City is working with the City Attorney to review any legal documents to contract with MetLife before recommending the Mayor and City Manager execute via signature.

ALTERNATIVE RECOMMENDATION(S)

N/A

ATTACHMENTS

1. 09-23_Resolution_No. PFML Final
2. 2026 NFP-PFML_Metlife

RESOLUTION NO. XXXXX

Motion by:
Seconded by:

APPROVE PARTICIPATION IN A PRIVATE PAID FAMILY AND MEDICAL LEAVE PLAN (METLIFE) AND ESTABLISH PREMIUM SHARING FOR THE 2026-2027 PLAN YEAR

WHEREAS, effective January 1, 2026, the State of Minnesota will implement the Paid Family and Medical Leave (PFML) program, a new statewide benefit program providing partial wage replacement for eligible workers; and

WHEREAS, under Minnesota Statutes § 268B.10, employers may elect to use a private plan in lieu of the state-administered program, provided such private plan meets or exceeds the benefits, rights, and protections provided by the PFML program; and

WHEREAS, effective October 1, 2025, employers must submit an application to the Minnesota Department of Employment and Economic Development for approval of any private plan intended to substitute for the state PFML program; and

WHEREAS, the City of Richfield has reviewed available private plan options and determined that a private plan administered by MetLife meets the statutory requirements and best serves the needs of its employees and operations; and

WHEREAS, in addition to administering the PFML program, MetLife will also provide administration services for the City's short-term and long-term disability plans; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield, Minnesota, that staff are hereby authorized to designate MetLife as the private insurer for the City's Paid Family and Medical Leave (PFML) program and to take all necessary actions to submit an application for private plan substitution in accordance with Minnesota law; and

BE IT FURTHER RESOLVED, that MetLife is also authorized to administer the City's short-term and long-term disability programs.

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**

Passed and adopted by the City Council of the City of Richfield, Minnesota this 23rd day September, 2025.

ATTEST:

Mary B. Supple, Mayor

Michelle Friedrich, City Clerk

A low-angle, rear-view photograph of three business professionals in professional attire walking up a modern staircase. The image is overlaid with a semi-transparent dark blue filter. The text is centered over the middle of the image.

Minnesota State Parental Family Medical Leave (PFML)

PFML Quote

	MN PFML State Plan	MN PFML MetLife
Benefits		
Eligibility	Employees must have earned 5.3% of the State Average Weekly Wage (SAWW) during the base year (first 4 of the last 5 completed calendar quarters) or alternate base year (last 4 completed calendar quarters)	Employees must have earned 5.3% of the State Average Weekly Wage (SAWW) during the base year (first 4 of the last 5 completed calendar quarters) or alternate base year (last 4 completed calendar quarters)
Waiting Period	7 days; Bonding: 0 days	7 days; Bonding: 0 days
Weekly Benefit	The portion of an employee's earnings that are equal to or less than 50% of the SAWW, which is updated annually, are replaced at 90%. Earnings that exceed 50% are replaced at 66% (but not 100%); earnings that exceed 66% are replaced at 55%. Total benefit capped at 100% of the SAWW	The portion of an employee's earnings that are equal to or less than 50% of the SAWW, which is updated annually, are replaced at 90%. Earnings that exceed 50% are replaced at 66% (but not 100%); earnings that exceed 66% are replaced at 55%. Total benefit capped at 100% of the SAWW
Maximum Weekly Benefit	100% of SAWW	100% of SAWW
Minimum Weekly Benefit	No minimum	No minimum
Maximum Duration	PML: An employee's own serious health condition: 12 weeks PFL: Bonding, care for family member, safe leave: 12 weeks PML & PFL Max: 20 weeks combine	PML: An employee's own serious health condition: 12 weeks PFL: Bonding, care for family member, safe leave: 12 weeks PML & PFL Max: 20 weeks combine
Rates		
Number of Employees	363	363
PFML Taxable Wage Base Rate	0.88%	0.759%
PFML Monthly Taxable Wages	\$1,410,882	\$1,410,882
Monthly Premium	\$12,416	\$10,709
Annual Premium	\$148,989	\$128,503
% Over State Plan		-13.75%
\$ Over State Plan		-\$20,486
Additional Information		
Participation Requirements	100%	100%
Contributions	Employer and Employee Paid	Employer and Employee Paid
Commission	N/A	10%
Rate Guarantee	12 months	24 months

Disclaimer: This proposal is not intended to be a binding rate. It is based on the current State PFML Wage Base Rate and the census that that was provided by the City of Richfield

Disclaimer: This proposal is not intended to be a binding rate. A final rate issued by MetLife is required for coverage to take effect. Final rates being issued are subject to state approval of the Madison National Life private plan and once an employer obtains approval for a private plan from MN.

Next Steps

If you are taking PFML with a Private Insurance Carrier :

- State is building out an application where you can submit a request in the coming months. Requirements posted at this time:
 - Policy number, plan number and Insurance
 - Insurance policy document
 - Coverage effective dates (must cover one full year)
 - Application Payment (nonrefundable fee)
 - 50 EEs or less= \$250
 - 50-499 EEs = \$500
 - 500 EEs or more = \$1,000
 - A processing fee that varies based on payment method

Determine and Finalize Options:

- PFML – State or Private Plan
- Short-Term Disability – Keep, increase, class, cancel, etc.
- FMLA
- ADA Services

State requirements begin to apply in July:

- Intention Notice to State (No date yet, watch state site)
- Employee Education (Deadline December 2025)

Watch the MN State site for additional Key Dates/Milestones: [Minnesota Paid Leave / Minnesota Paid Leave](#)

Open Enrollment:

- Recommending Pre-recording posted on Landing Page.
 - If selecting private PFML, FMLA and ADA, utilize carrier resources to speak to these benefits in the recording.
 - Recording can be used throughout the year with new hires and life change events

2026 and Beyond:

- Premium contributions will begin to be collected.
- Benefits from the State/Private PFML are payable.
- First quarter Premiums due from Employers on 4/30/2026.

Note these products may require a 120 to 90-Day Implementation Notice



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