



Richfield City Council Agenda

July 28, 2026 -- 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. **Minutes of the July 14, 2026 Council Work Session.**
- b. **Minutes of the July 14, 2026 Regular Council Meeting.**

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

- a. **Summer Intern Presentation**

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. **Approve the bid tabulation and authorize the Mayor and City Manager to execute a contract with Standard Sidewalk Inc. for the 2026 Concrete Project in the amount of \$395,806.75 and authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration.**
- c. **Consider approval of a license agreement with E- Clan, Inc. d/b/a B&J Trees, to sell trees under the picnic pavilion at Veterans Park.**
- d. **Consider approval of the 2027 Food, Pools and Lodging agreement with the City of Bloomington.**
- e. **Consider the approval of a request for the temporary expansion of the licensed premises for Thompson's Fireside Pizza, Inc., d/b/a Fireside Foundry, located at 6736 Penn Avenue South, to allow for the outside service of beer and malt beverages in their parking lot on Sunday, September 20, 2026, in conjunction with Richfield's Open Streets at Penn Fest event.**
- f. **Approval of the bid tabulation and authorize the Mayor and City Manager to execute a contract with JL Theis, Inc. for the 73rd Street/Diagonal Boulevard 2026 Sidewalk Project in the amount of \$1,080,651.33, and authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration.**
- g. **Consider approval of agreements with J. Becher and Associates, in the amount of \$139,850, for electrical work and US Mechanical, in the amount of \$294,210 for mechanical work on the Richfield Ice Arena lobby.**
- h. **Consider approval of a bid tabulation and award a contract to North Metro Companies, LLC for the USDA UCF Boulevard Tree Planting in the amount of \$269,068, and authorize the City Manager to approve contract changes under \$175,000 without further City Council consideration.**
- i. **Consider adoption of a resolution authorizing the Mayor and City Manager to execute Master Utility Agreement No. 1062054 between the City of Richfield, the State of Minnesota Department of Transportation (MnDOT), and MnDOT's selected design-build contractor, which will govern the replacement, repair, and/or relocation of City-owned utilities as part of 494 Project 2.**
- j. **Consider Adoption of the Hennepin County Elections Emergency/Continuity Plan.**

- k. **Consider approval of a quote from Fluid Interiors in the amount of \$429,659.54 for the purchase and installation of interior and exterior furniture in the new building at Wood Lake Nature Center, and authorization of the City Manager to negotiate the terms of the quote and execute the agreement to proceed.**
- 8. Consideration of Items, if Any Removed From Consent Calendar**
- 9. Public Hearings**
 - a. **Public hearing and consider the adoption of a resolution approving the Five-Year Street Reconstruction Plan (2027-2031) and authorize the issuance of street reconstruction bonds to finance the 2026-2027 Nicollet Avenue Reconstruction Project.**
- 10. Proposed Ordinances**
- 11. Resolutions**
- 12. Other Business**
- 13. City Manager's Report**
- 14. Council Discussion**
 - a. **Hats off to Hometown Hits**
 - b. **Council Liaison Reports**
- 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.



Richfield City Council Minutes

July 14, 2026

Richfield Municipal Center
Bartholomew Conference Room
6700 Portland Avenue South

1. Call to Order

The meeting was called to order by Mayor Mary Supple at 5:16 p.m. in the Bartholomew Conference Room.

Council Members Present: Mary Supple; Sean Hayford O'leary; Sharon Christensen; Rori Coleman-Woods

Council Members Excused: Walter Burk

Staff Present: Kristin Asher, Public Works Director; Mattias Oddsson, Water Resources Engineer; Joe Powers, City Engineer; Katie Rodriguez, City Manager; Sack Thongvanh, Assistant City Manager; Kate Aitchison, Communications Manager; Brianna Darling, Communications Specialist; Karl Huemiller, Recreation Services Director; Paul Smithson, Wood Lake Nature Center Manager; Michelle Friedrich, City Clerk

Guest Presenters: Evie Morgan, Great River Greening; Becca Tucker, Great River Greening

2. Item Discussion

a. Multi-Community Wellhead Protection Plan and Source Water Sustainability Updates

Water Resources Engineer Oddsson presented updates on the Multi-Community Wellhead Protection Plan and Drinking Water Supply Management Area (DWSMA), noting the airport's exclusion from the updated map reduces regulatory complexity, and outlined separate timelines for Part 1 and Part 2 of the plan; Part 2 will require a public hearing and Council adoption before submission. Council members asked how vulnerability ratings for highly vulnerable areas are determined and how they could shift with long-term water use; Water Resources Engineer Oddsson explained the evaluation process and the City's approach to prioritizing work in those areas. Council Member Hayford O'leary confirmed with Water Resources Engineer Oddsson that revised vulnerable zones could allow boulevard rain gardens in some areas.

Water Resources Engineer Oddsson also presented the Groundwater Supply Plan update, highlighting usage trends and Richfield's position at the bottom of the Prairie du Chien-Jordan aquifer, which means later exposure to depletion than other communities drawing from the same source. City Council discussed long-term sustainability, including whether undeveloped areas remain that could affect aquifer usage and how new development's impact is measured and factored into planning. City Manager Rodriguez summarized the discussion.

b. Social Media Comments Discussion

Communications Manager Aitchison presented an analysis of the City's social media presence, policy, and strategy, recommending that comments continue to be allowed on posts across all platforms. Mayor Supple reiterated that the City has no authority over the Richfield Community Facebook page, as it is not City-run. Council Member Coleman-Woods noted that most of her feedback comes from the community page and asked how staff plan to use social media to gather input on upcoming city plans.

City Council discussed current limits on comments, including the existing profanity filter, and shared concerns about trolling and repeat commenters across platforms; Council Members noted staff had observed select users commenting frequently across multiple community pages. City Manager Rodriguez noted that disabling comments would not resolve the underlying issue and that staff still find value in the feedback received. Mayor Supple raised concern about staff self-censoring based on anticipated feedback and asked staff to explore ways to avoid this. City Manager Rodriguez summarized that Council directed staff to continue allowing comments across all social media platforms.

c. Natural Resources Management Plan

Recreation Director Huemiller presented the Natural Resources Management Plan, with Becca Tucker of Great River Greening outlining the organization's history, its approach to plan creation, and how costs and phasing will be addressed. Funding is anticipated in the 2027 budget/future budgets. City Council asked about cost breakdowns by park and whether costs would reflect new work versus replacement of existing infrastructure; Recreation Director Huemiller confirmed each park will have its own cost summary, with Evie Morgan of Great River Greening noting the summary is intended as a guideline that will be reassessed as projects begin. Great River Greening's involvement concludes with this plan; Council Member Hayford O'Leary asked how much future work could be completed by staff versus contracted out, which Recreation Director Huemiller said would be evaluated once the plan is complete.

Recreation Director Huemiller reviewed management objectives for Richfield Lake, Taft Park, and Veterans Memorial Park. Wood Lake Nature Center Manager Paul Smithson reviewed objectives for Wood Lake Nature Center. Council Member Hayford O'Leary shared resident concerns about vegetation levels and visibility at Richfield Lake, which Recreation Director Huemiller confirmed is a top objective of the plan, and raised the need for pruning newly planted trees to maintain visibility windows. Council Member Christensen noted increased visitation to Richfield Lake following Wood Lake's closure, and Mayor Supple agreed the lake generates more resident feedback than any other park. Mayor Supple also noted that rebuilding the Donaldson Bridge remains a priority given resident use of that entrance to the park. City Manager Rodriguez concluded with a summary of the presentation and discussion.

3. Adjournment

Mayor Supple adjourned the meeting with unanimous consent.

Date Approved:

Michelle Friedrich
City Clerk

Mary Supple
Mayor

Katie Rodriguez
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Council Regular Meeting

July 14, 2026

ITEM #1	CALL TO ORDER
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The meeting was called to order by Mayor Supple at 7:00 p.m. on July 14, 2026, in the Council Chambers.

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

Council Excused: Walter Burk

Staff Present: Katie Rodriguez, City Manager; Karl Huemiller, Recreation Services Director; Kate Croteau, Human Resources Director; Mary Bogie, Finance Director; Mary Tietjen, City Attorney; and Michelle Friedrich, City Clerk.

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

ITEM #3	MOMENT OF SILENCE TO HONOR LANCE CORPORAL ARMANDO ORTIZ CANSECO
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Mayor Supple requested a moment of silence to honor the life and service of Lance Corporal Armando Ortiz Canseco. Lance Corporal Armando Ortiz Canseco's family was present.

ITEM #4	APPROVAL OF THE AGENDA
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Council requested Consent Calendar item 8e be moved under Consideration of Items, If any, Removed from Consent Calendar as item 9a, for further discussion.

MOTION: made by Council Member Hayford Oleary, seconded by Council Member Christensen to approve the agenda as amended.

Voting Aye: Mayor Supple, Council Member Hayford Oleary, Council Member Christensen, and Council Member Coleman-Woods.

Motion carried: 4-0

ITEM #5	APPROVAL OF MINUTES
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MOTION: made by Council Member Coleman-Woods, seconded by Council Member Hayford Oleary to approve the minutes of the (5a) City Council Work Session from June 23, 2026, (5b) City Council Regular Meeting from June 23, 2026, and the Council Special Meeting Minutes from June 30, 2026.

Voting Aye: Mayor Supple, Council Member Hayford Oleary, Council Member Christensen, and Council Member Coleman-Woods.

Motion carried: 4-0

ITEM #6	OPEN FORUM
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Mayor Supple noted the process for individuals wishing to speak during Open Forum and reviewed the three-minute time limit for public comments and explained the use of time warning cards to alert the speaker when their time is almost expired. Instructions were given for speakers to state their name and city of residence before speaking.

One resident spoke during Open Forum.

Birgit Johnson, Richfield resident, encouraged the City to preserve Richfield's limited green space by avoiding additional park structures, prioritizing maintenance of existing facilities, using brownfield sites for future development when feasible, and protecting natural areas as a sustainable approach for future generations.

ITEM #7	PROCLAMATIONS AND PRESENTATIONS
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- a. Proclamation Celebrating the Passage of the Americans with Disabilities Act.

Mayor Supple read the proclamation celebrating Americans with Disabilities Act. Human Rights Commissioner Tim Garvey accepted the proclamation.

ITEM #8	CONSENT CALENDAR
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City Manager Rodriguez presented the consent calendar.

- a. Approve Disbursements/Claims

U.S. BANK	
A/P Checks/ETF's: (06-15-2026 through 07-03-2026)	\$3,836,047.89
Payroll (07-02-2026) <i>Includes health insurance premiums for July 2026.</i>	<u>\$1,491,660.09</u>
TOTAL	\$5,327,707.98

- b. Consider approval of the first amendment to the Cannabis and Substance Use Prevention (CSUP) agreement with Bloomington Public Health.
- c. Consider approval of the second reading and summary publication of an ordinance amending Subsection 840.11 of the Richfield City Code, pertaining to alcohol in City parks.

BILL 2026-06**AN ORDINANCE AMENDING SUBSECTION 840.11 OF THE RICHFIELD CITY CODE PERTAINING TO ALCOHOL IN CITY PARKS****RESOLUTION 12440****APPROVING SUMMARY PUBLICATION OF AN ORDINANCE AMENDING SUBSECTION 840.11 OF THE RICHFIELD CITY CODE PERTAINING TO ALCOHOL IN THE CITY PARKS**

- d. Consider a Resolution of Support for a Project Submittal for the 2026 Highway Safety Improvement Program funding solicitation.

RESOLUTION 12441**SUPPORTING HIGHWAY SAFETY IMPROVEMENT PROGRAM APPLICATION FOR WEST 76TH STREET & NEWTON AVENUE INTERSECTION PROJECT**

- e. ITEM MOVED TO 9a Consider approval of a Temporary On-Sale Intoxicating Liquor license for St. Peter Catholic Church, located at 6730 Nicollet Avenue South, for their Tri Fest Harvest 2026 event taking place September 26-27, 2026.

MOTION: made by Council Member Coleman-Woods, seconded by Council Member Hayford Oleary, to approve Consent Calendar items 8a-d as presented. Item 8e was moved to Consideration of Items, If any, Removed from Consent Calendar, as item 9a, for further discussion.

Voting Aye: Mayor Supple, Council Member Hayford Oleary, Council Member Christensen, and Council Member Coleman-Woods.

Motion carried: 4-0

ITEM #9	CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM CONSENT CALENDAR
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- a. ITEM MOVED FROM 8a Consider approval of a Temporary On-Sale Intoxicating Liquor license for St. Peter Catholic Church, located at 6730 Nicollet Avenue South, for their Tri Fest Harvest 2026 event taking place September 26-27, 2026.

Mayor Supple noted the address correction to the Temporary On-Sale Intoxicating Liquor License at Church of the Assumption, corrected to 305 East 7th Street, scheduled for September 26-27, 2026.

MOTION: made by Mayor Supple, seconded by Council Member Christensen, to approve item 9a, under Consideration of Items, If any, Removed from Consent Calendar, as corrected.

Voting Aye: Mayor Supple, Council Member Hayford Oleary, Council Member Christensen, and Council Member Coleman-Woods.

Motion carried: 4-0

ITEM #10	PUBLIC HEARINGS
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None.

ITEM #11	PROPOSED ORDINANCES
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None.

ITEM #12	RESOLUTIONS
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None.

ITEM #13	OTHER BUSINESS
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a. Professional Services Agreement with GMP Consultants.

Council Member Coleman-Woods presented staff report 13a, Professional Services Agreement with GMP Consultants and noted the agreement outlines the scope of services and compensation for executive recruitment of next city manager.

MOTION: made by Council Member Coleman-Woods, seconded by Council Member Hayford O'leary, to approve the professional services agreement with GMP Consultants to conduct the executive recruitment for the City's next city manager and authorize the Mayor and City Manager to execute the agreement.

Voting Aye: Mayor Supple, Council Member Hayford O'leary, Council Member Christensen, and Council Member Coleman-Woods.

Motion carried: 4-0

ITEM #14	CITY MANAGER'S REPORT
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City Manager Rodriguez noted there were no reports.

ITEM #15	COUNCIL DISCUSSION
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a. Hats off to Hometown Hits.

Council Member Hayford O'leary thanked the Fourth of July Committee for their excellent work.

Council Member Christensen announced that the annual Poola Palooza will take place on Saturday, July 18, from noon to 4:00 p.m. at the Richfield Municipal Pool. The event features cardboard boat races with participants competing in handmade boats constructed entirely of cardboard and duct tape. Pre-registration is required, space is limited, and residents are welcome to attend and watch the event.

Council Member Coleman-Woods expressed appreciation to the Fourth of July Committee, City staff, and the many community volunteers for their contributions to the successful Fourth of July celebration.

Mayor Supple highlighted resources available on the City website, including the Parks Master Plan for public input, Arts Commission photography contest winners, and the Sustainability Guide. Mayor Supple also announced that applications for youth commissioners ages 15 to 18 will open in August and September.

b. Council Liaison Reports

No reports were discussed.

ITEM #16	ADJOURNMENT
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MOTION: made by Council Member Coleman-Woods, seconded by Council Member Christensen to adjourn the meeting at 7:19 p.m.

Voting Aye: Supple, Hayford O'Leary, Christensen, and Coleman-Woods.

Motion carries: 4:0

Date Approved: July 28, 2026

Mary Supple
Mayor

Michelle Friedrich
City Clerk

Katie Rodriguez
City Manager

DRAFT



Report Prepared By:

Jake Whipple, Civil Engineer

Department Director:

Kristin Asher, Public Works Director

Item for Consideration:

Approve the bid tabulation and authorize the Mayor and City Manager to execute a contract with Standard Sidewalk Inc. for the 2026 Concrete Project in the amount of \$395,806.75 and authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration.

EXECUTIVE SUMMARY

In 2023 Public Works completed a citywide ADA assessment of all pedestrian ramps and sidewalks. The 2026 Citywide Concrete Project is part of a multi-year project to repair non-compliant sidewalks and pedestrian ramps. The project includes replacement of non-compliant sidewalk, curb, gutter, and other concrete, as necessary. All catch basins and manhole structures in the area are also inspected and, if necessary, repaired as part of this project. A map of the locations for the 2026 work is attached.

Bids for the concrete repair project were opened on July 9th, 2026. Standard Sidewalk Inc. was the lowest responsive and responsible bidder in the amount of \$395,806.75.

RECOMMENDED ACTION

By Motion: Approve the bid tabulation and authorize the Mayor and City Manager to execute a contract with Standard Sidewalk Inc. for the 2026 Concrete Project in the amount of \$395,806.75 and authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration.

HISTORICAL CONTEXT

As part of the City's street maintenance program, cracked and heaved sidewalk, curb, gutter, and other concrete work is completed each year.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

The 2023 ADA Assessment identified all non-compliant sidewalks and pedestrian ramps in accordance with ADA standards. The assessment utilized a priority scale based on various factors, including proximity to schools, economic diversity, and accessibility to key areas of interest. Richfield Public Works intends to address the highest-priority locations first, with the long-term objective of repairing or replacing all non-compliant sidewalks and pedestrian ramps within Richfield.

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

Per the City's American with Disabilities Act (ADA) Transition Plan, sidewalks, trails, and crossings are brought into compliance with the current ADA requirements as part of the City's annual street maintenance concrete project.

CRITICAL TIMING ISSUES

Concrete work is scheduled to begin end of July 2026 and be completed by October 30th, 2026, weather permitting.

FINANCIAL IMPACT

- 5 bids were received for the concrete repairs.
- Bids for the project ranged from a low of \$395,806.75 to a high bid of \$649,847.50.
- The total cost is within the project budget and is funded by existing franchise fees.

LEGAL CONSIDERATIONS

- When the amount of purchase is estimated to exceed \$175,000, sealed bids shall be solicited by public notice in the manner and subject to the laws governing contracts or purchases by the City of Richfield.
- The advertisement for bid for the project was published in the Richfield Sun-Current on June 24th, 2026, and on the Questcdn.com website on June 17th, 2026.
- The bid opening was held on July 9th, 2026. A copy of the bid tabulation is attached.

ALTERNATIVE RECOMMENDATION(S)

None

ATTACHMENTS

1. 2026-07-09 Concrete Project Bid Minutes
2. City of Richfield 2026 Concrete Project Map

CITY OF RICHFIELD, MINNESOTA

Bid Opening
July 9, 2026
2:00 p.m.

PROJECT: 2026 Richfield Concrete Project
Bid No.: 26-04

Pursuant to requirements of Resolution No. 1015 and the City Code, a meeting of the Administrative Staff was called by City Clerk Friedrich who announced the purpose of the meeting was to receive; open and read aloud bids for the 2026 Concrete Project, as published in the official newspaper on June 24, and advertised June 17, 2026, via Questcdn.com.

Present: Michelle Friedrich, City Clerk
Jake Whipple, Project Engineer
Scott Kulzer, Senior Analyst
Riley Scott, Project Engineer

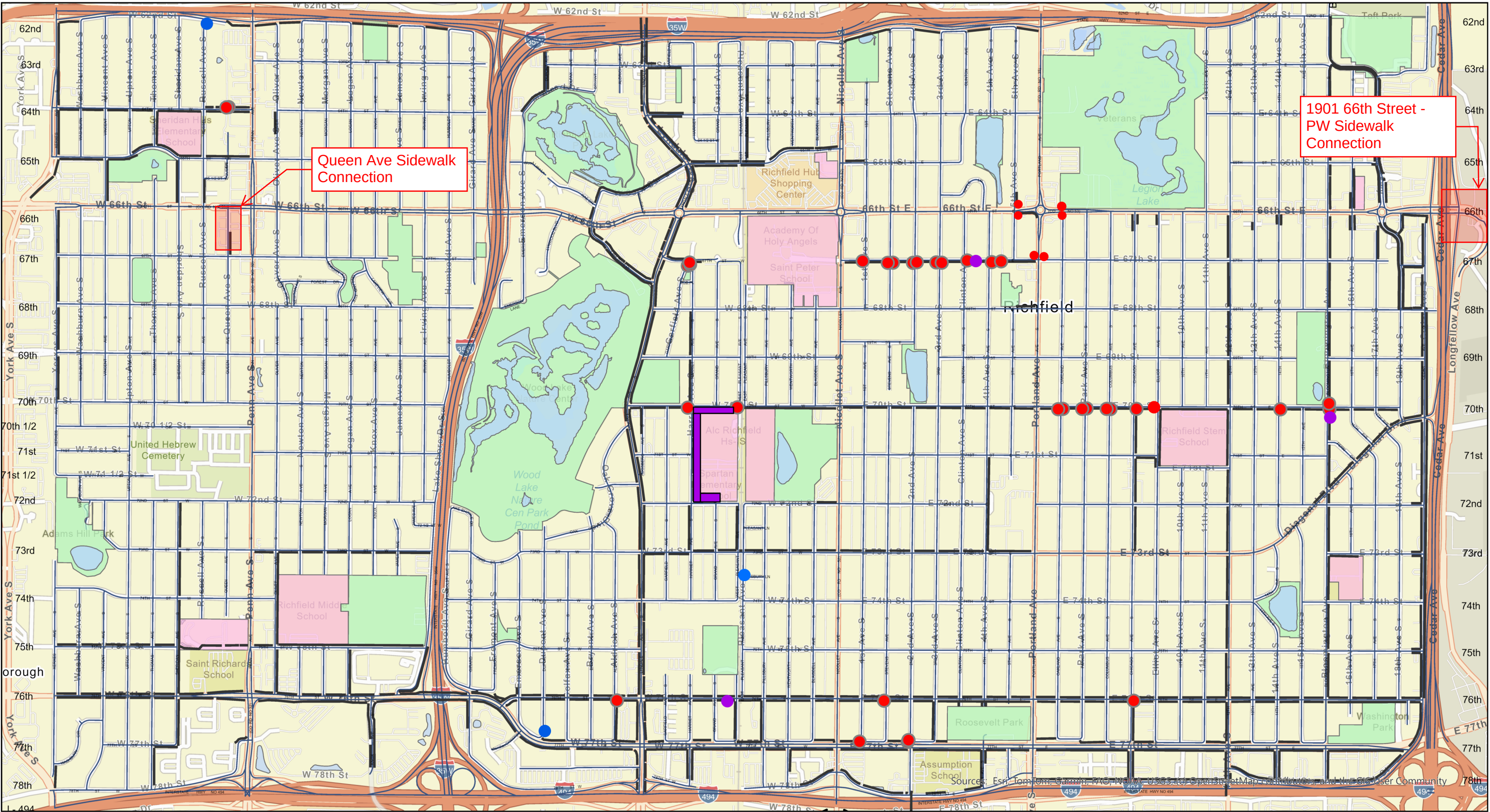
The following bids were submitted and read aloud:

Bidder's Name	SCOPE OF WORK	On Bid Form (Y/N)	Bid Bond Present (Y/N)	Addenda Noted (Y/N)	Total Base Bid
Standard Sidewalk Inc.	x	x	x	x	\$395,806.75
Concrete Idea Inc.	x	x	x	x	\$406,155.00
Ti-Zack Concrete, LLC.	x	x	x	x	\$493,687.24
JL Theis, Inc.	x	x	x	x	\$509,700.00
New Look Contracting, Inc.	x	x	x	x	\$649,847.50

City Clerk Friedrich noted the bids would be tabulated and considered at a future City Council meeting. City staff will contact the apparent low bidder regarding next steps.

Bid Opening Adjourned at 2:04 pm.


Michelle Friedrich, City Clerk



2026 Concrete

- ### Legend
- Pedestrian Ramp
 - Sidewalk
 - Curb

Disclaimer:
All graphic data supplied are constantly undergoing change and is not warranted for the content or accuracy. Any implied warranties, including warranties of merchantability or fitness for a particular purpose, shall be expressly excluded. The City of Richfield can not be held liable for errors or omissions in the data. The recipient's use and reliance upon such data is at the recipient's risk. By using this data, the recipient agrees to protect, hold harmless and indemnify the City of Richfield and its employees and officers. This indemnity covers reasonable attorney fees and all court costs associated with the defense of the city arising out of this disclaimer.



Report Prepared By:

Kris Weiby, Facilities Manager

Department Director:

Karl Huemiller, Recreation Director

Item for Consideration:

Consider approval of a license agreement with E- Clan, Inc. d/b/a B&J Trees, to sell trees under the picnic pavilion at Veterans Park.

EXECUTIVE SUMMARY

E- Clan, Inc., doing business as B&J Trees, has been selling trees during the holiday season underneath the picnic pavilion in Veterans Parks for more than 20 years. The operation supplies a consistent revenue source for the Special Facilities fund during time when there is little demand for pavilion rentals.

Preparation for tree sales takes place just before Thanksgiving Day and sales start no earlier than the day after. Sales terminate no later than December 24 or when all marketable trees have been sold, whichever occurs first. The term of the agreement is four years, beginning November 10, 2026, and continuing through December 31, 2029. The term of the license begins November 10 of each year through December 31 of each year of the Agreement. On or after December 31 of any year during the term of the Agreement, the City may terminate this License Agreement without cause by giving E- Clan written notice of the termination.

RECOMMENDED ACTION

By motion: Approve a license agreement with E- Clan, Inc. d/b/a B&J Trees, to sell trees under the picnic pavilion at Veterans Park.

HISTORICAL CONTEXT

E- Clan has been selling trees under the picnic pavilion in Veterans Park for more than 20 years. This well-established service provides Richfield residents with a steady supply of trees for the holidays and fun winter activities for families, such as visits from Santa, sleigh rides and more.

E- Clan is responsible for garbage removal during the term of the license and returning the property to its original condition, including the removal of all trees, needles, sales materials, the house trailer, light strings, and any other debris from the property. E- Clan will be utilizing City-owned property that is used primarily for the purpose and promotion of outdoor recreation. E- Clan understands and agrees that these spaces collectively are available for traditional recreational and park uses and must remain fully open to the public. Any advertising signs placed by E- Clan must indicate that activities are sponsored by the City of Richfield. E- Clan also understands and agrees that, except as allowed under this Agreement, no other commercial uses are permissible. The City

reserves the right to conduct or sponsor additional recreational activities, as well as store recreational equipment, in the areas covered by this Agreement.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

The City's partnership with E-Clan provides a market for reasonably-priced holiday decorations and a community gathering place at the holidays, open to all members of the community.

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

Contracts and agreements of this type are typically reviewed and considered by City Council.

CRITICAL TIMING ISSUES

With the 2026 holiday season approaching, the agreement will need to be renewed in a timely fashion.

FINANCIAL IMPACT

Revenues from this licensing agreement contribute to the Special Facilities fund (20037), which manages mini-golf, the pavilion, and the community band shell.

E-Clan shall pay to the City a license fee in the amount of \$10,235 for the 2026 season. An initial payment of \$500 is due no later than November 1 of each year of this Agreement and the remaining balance is due no later than December 1 of that year. The following year's license fees are as follows:

2027 \$10,644

2028 \$11,070

2029 \$11,513

LEGAL CONSIDERATIONS

None

ALTERNATIVE RECOMMENDATION(S)

Staff believes that a partnership with E-Clan will continue to provide a steady revenue source and a popular holiday activity for Richfield families. However, the Council may choose not to approve the Agreement and continue to operate the facility without tree sales.

ATTACHMENTS

1. E Clan Contract 2026-2029

License Agreement for Tree Sales at the Farmer's Market

This agreement is made this 28th day of July, 2026, by and between the City of Richfield (the "City"), a municipal corporation, located at 6700 Portland Avenue, Richfield, Minnesota 55423 and E-Clan Inc., D/B/A B&J Trees ("E-Clan"), a Minnesota corporation.

Recitals

- A. City is the owner of certain real estate located at 64th and Portland Avenue in the city of Richfield, which is commonly known as the Farmer's Market (the "Property"). (See attached map A to define the License space.)
- B. E-Clan Inc desires to use the Property for the storing, displaying and selling of Christmas trees, and the City desires to permit such use, subject to the terms and conditions of this Agreement.

Terms and Conditions

- 1. **Grant of License.** The City grants E-Clan Inc. an exclusive license to enter upon and to use the Property for the purpose of storing, displaying and selling of Christmas trees to the public.
- 2. **Term of License.** This Agreement begins November 1, 2026, and continues through December 31, 2029. The term of the license granted by this Agreement begins November 1 of each year through December 31 of each year of the Agreement. On or after December 31 of any year during the term of the Agreement, the City may terminate this License Agreement without cause by giving E-Clan written notice of the termination.
- 3. **Sales.** Preparations for sales may take place before November 15th and sales shall start no earlier than November 20th of each year. Sales must terminate when all marketable trees have been sold or no later than December 24th, whichever occurs first.
- 4. **License Payment.** E-Clan shall pay to the City a license fee in the amount of \$10,235 for the 2026 season. An initial payment of \$500 is due no later than November 1 of each year of this Agreement and the remaining balance is due no later than December 1 of that year. The following year's license fees are as follows:
2027 \$10,644
2028 \$11,070
2029 \$11,513

E-Clan shall make checks payable to the "City of Richfield".

- 5. **Hours of Operation.** E-Clan may conduct tree sales on the Property only during the hours of 9 AM – 9 PM daily, during the term of the License.
- 6. **Utilities.** E-Clan will have access to electrical outlets on the Property for its operations. The City will have control and supervision over electrical facilities.
- 7. **Garbage Removal.** E-Clan is responsible for garbage removal during the term of the License.
- 8. **Snow Removal.** The City will plow the parking lot and entry to the Property as needed.
- 9. **Advertising.** The City will advertise E-Clan tree sales in the Farmer's Market bulletin and by distributing flyers. The extent of advertising assistance provided by the City is entirely within the discretion of the City. E-Clan will reimburse the City for any out-of-pocket costs incurred in advertising tree sales that had prior approval by E-Clan.

10. **Property Clean UP.** E-Clan will return the Property to the City in substantially the same condition as it existed before this Agreement. After each sales period has ended, E-Clan must remove all trees, needles, sales materials, the house trailer, light strings, and any other debris from the property.
11. **Insurance.** At all times during the term of this License, E-Clan will keep in force a public liability insurance policy in the amount of at least two million dollars. The City must be named as an additional name insured on the policy. E-Clan must provide the City with a certificate of insurance evidencing that the required insurance is in force and effect before any activities allowed by this Agreement may commence.
12. **Premises Use.** E-Clan may only utilize vehicles on the Property for loading and unloading merchandise. E-Clan employees must use the adjacent lot to park their vehicles during hours of operation. E-Clan must maintain an area approximately 20 feet x 30 feet, as defined in the attached map A, to be used and available to the public as a seating area. The Facility, Building, and Operating Space are city facilities used primarily for the purpose and promotion of outdoor recreation. E-Clan understands and agrees that these spaces collectively are available for traditional recreational and park uses and must remain fully open to the public. Any advertising signs placed by E-Clan must indicate that activities are sponsored by the City of Richfield. E-Clan also understands and agrees that, except as allowed under this Agreement, no other commercial uses are permissible. The City reserves the right to conduct or sponsor additional recreational activities, as well as store recreational equipment, in the areas covered by this Agreement.
13. **Publicity.** The facility will be identified as publicly owned and operated in all signs, literature, and advertising to eliminate the perception that the facility is privately owned.
14. **Indemnification.** E-Clan agrees that it will defend, indemnify, and hold harmless the City, its officers, employees, and agents, against any and all liabilities, claims, damages, costs and expenses (including reasonable attorneys' fees) resulting directly or indirectly from an act or omission of E-Clan's employees, or others under its control, relating to the activities and obligations under this Agreement.

E-Clan Inc, D/B/A B&J Evergreen

City of Richfield

By: _____
Owner Date

by: _____
City Mayor Date

By: _____
City Manager Date



Report Prepared By:

Jennifer Anderson, Support Services Manager

Department Director:

Jay Henthorne, Police Chief

Item for Consideration:

Consider approval of the 2027 Food, Pools and Lodging agreement with the City of Bloomington.

EXECUTIVE SUMMARY

The City of Bloomington and the City of Richfield have had a contract for over 34 years for Bloomington Environmental Health to provide inspection and enforcement services in the areas of food, beverage, lodging, therapeutic massage, body art and public swimming pools along with plan check work for food services to Richfield.

The proposed contract for 2027 for these services will be \$175,000 compared to the 2026 contract amount of \$170,600. This is roughly a 2.50% increase over the dollar amount paid to Bloomington in 2026. The increase is tied to increased benefit costs and staff salaries.

RECOMMENDED ACTION

By motion: Approve the agreement with the City of Bloomington for the provision of food, pools and lodging inspection services for Richfield for 2027.

HISTORICAL CONTEXT

Contained in the Executive Summary.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

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

The City of Bloomington has sufficient resources to provide a professional level of inspection services to Richfield residents. Annual evaluations of their services have shown they are providing efficient services in a cost-effective manner.

CRITICAL TIMING ISSUES

There are no critical timing issues.

FINANCIAL IMPACT

A 2.50% budget increase has been communicated to Richfield by Bloomington, so the amount of \$175,000 has been captured in Richfield's 2027 budget.

LEGAL CONSIDERATIONS

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

ALTERNATIVE RECOMMENDATION(S)

The Council could decide to have Richfield provide its own food service inspections, beverage and lodging and public swimming pool inspections and plan check food services. However, the State would have to approve this change and would likely be concerned about staffing, response and capacity issues. The cost of hiring the necessary staff to provide the same level of services and administrative support would be more than the current expenditures and would require a significant budget increase.

ATTACHMENTS

1. 2026-0896 - City of Richfield - Agreement

AGREEMENT BETWEEN THE CITIES OF BLOOMINGTON, MINNESOTA AND RICHFIELD, MINNESOTA FOR INSPECTIONS OF FOOD AND BEVERAGE, LODGING, THERAPEUTIC MASSAGE AND BODY ART ESTABLISHMENTS, AND PUBLIC SWIMMING POOLS

This Agreement is made on _____, 2026 by and between the **CITY OF RICHFIELD**, a Minnesota municipal corporation located at 6700 Portland Avenue, Richfield, Minnesota 55423 (hereinafter referred to as "Richfield") and the **CITY OF BLOOMINGTON**, a Minnesota municipal corporation located at 1800 West Old Shakopee Road, Bloomington, Minnesota 55431 (hereinafter referred to as "Bloomington").

RECITALS

WHEREAS, Richfield is authorized and empowered to provide for various types of environmental health inspections and code enforcement to ensure the public health, welfare and safety; and

WHEREAS, it is the desire of the parties and the purpose of this agreement that certain of such services be performed by Bloomington on behalf of Richfield.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the above parties hereto agree as follows:

1. The term of this Agreement shall be from January 1, 2027, through December 31, 2027, subject to termination as provided in Paragraph 6.
2. For the term of this Agreement, Bloomington shall provide the following services:
 - a. Food establishment inspections and code enforcement, as necessary.
 - i. "High risk" food service establishments (license Types I and II) and all schools will be inspected a minimum of two (2) times per year.
 - ii. All other food establishments (license Types III, IV, and V, excluding schools) will be inspected a minimum of one (1) time per year.
 - b. Plan check and preopening construction inspections for new and remodeled food, lodging, therapeutic massage and body art establishments.
 - c. All public swimming pools inspected at least once (1) per year with a goal of two (2) inspections per year. This is in addition to an opening inspection of all outdoor public pools at the beginning of the summer swimming season.

- d. All lodging establishments inspected at least once (1) per year.
- e. All therapeutic massage and body art establishments inspected at least once (1) per year.
- f. Investigation and resolution of complaints associated with food, lodging, therapeutic massage and body art establishments and public swimming pools.

3. Bloomington shall have control over the manner in which the inspections, plan review and code enforcement activities are conducted and over the determination of what enforcement action is appropriate and consistent with Richfield City Code Sections 617, 618, 619, 630 and 1188, and other applicable policies and ordinances as established by Richfield.

4. Bloomington shall assume the expense of performing the inspections and code enforcement.

5. In 2027, Richfield shall pay Bloomington the sum of ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$175,000) for services provided pursuant to this Agreement. One-half of this amount shall be due on June 30, 2027, and the remainder shall be due on November 30, 2027.

6. Either party may terminate this Agreement as follows:

- a. Upon the expiration of ninety (90) days after service of written notice upon the other party; or
- b. At any time, upon mutual agreement of the parties.

7. In the event of a termination prior to December 31, 2027, a monthly pro rata reduction of the compensation owed by Richfield to Bloomington shall occur which reflects the period remaining on the Agreement at the time of termination.

8. To the fullest extent allowed by law, Bloomington agrees to defend, indemnify and hold harmless Richfield, and its officers, officials, agents and employees from and against all claims, actions, damages, losses and expenses arising out of or resulting from Bloomington's performance of the duties required under this Agreement, provided that any such claim, action, damage, loss or expense is attributable to bodily injury, sickness, disease, or death or to the injury to or destruction of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of Bloomington, its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and/or subcontractors. This

Agreement ID: 2026-0896

provision shall not be construed as a waiver by of any defenses, immunities or limitations on liability to which Bloomington is entitled. This obligation survives termination of this Agreement.

9. To the fullest extent allowed by law, Richfield agrees to defend, indemnify and hold harmless Bloomington, and its officers, officials, agents and employees from and against all claims, actions, damages, losses and expenses arising out of or resulting from Richfield's performance of the duties required under this Agreement, provided that any such claim, action, damage, loss or expense is attributable to bodily injury, sickness, disease, or death or to the injury to or destruction of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of Richfield, its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and/or subcontractors. This provision shall not be construed as a waiver of any defenses, immunities or limitations on liability to which Richfield is entitled. This obligation survives termination of this Agreement.

10. Bloomington shall carry municipal liability insurance in the amount of at least \$500,000 per individual and \$1,500,000 per occurrence. Bloomington shall carry property damage liability insurance in the amount of \$100,000. Richfield shall be named as an additional insured on Bloomington's municipal liability policy and a certificate of said insurance shall be provided to Richfield upon request. Bloomington shall carry Worker's Compensation Insurance as required by Minnesota Statutes, Section 176.181, Subd. 2 and further agrees to provide a certificate of said insurance to Richfield upon request.

11. Any employee assigned by Bloomington to perform its obligations hereunder shall remain the exclusive employee of Bloomington for all purposes including, but not limited to, wages, salary and employee benefits.

12. In addition to the services listed in Paragraph 2 above, Bloomington shall, upon request, also provide for and on behalf of Richfield elevated blood lead case management and enforcement. Such services shall be paid for by Richfield at the hourly rate of \$80.00 per hour plus the direct cost of all laboratory sample analysis incurred by Bloomington, and said hourly rate shall be separate from, and in addition to, the payment provided for by Paragraph 5 of this Agreement. All other provisions of this Agreement shall remain applicable with respect to the lead assessment services being provided.

13. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the persons employed by Bloomington as the agent, representative or employee of Richfield for any purpose or in any manner whatsoever. Bloomington is to be and shall remain an independent contractor with respect to all services performed under this contract. Bloomington represents that it has, or will secure at its own expense, all personnel required in performing services under this contract. Any and all personnel of Bloomington or other persons, while engaged in the performance of any work or services required by Richfield under this contract, shall not be considered employees of Richfield. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of Bloomington personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against Bloomington, its officers, officials, agents, or employees shall in no way be the responsibility of Richfield. Bloomington shall defend, indemnify and hold Richfield, its guests, invitees, members, officers, officials, agents, volunteers, representatives and/or subcontractors harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Bloomington personnel and other persons working on its behalf shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from Richfield, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensations, Unemployment Compensation, disability, severance pay and PERA.

14. The books, records, documents, and accounting procedures of Bloomington relevant to this Agreement, are subject to examination by Richfield and either the legislative or state auditor as appropriate, pursuant to Minnesota Statutes, Section 16C.05, Subd. 5.

15. This Agreement represents the entire Agreement between Bloomington and Richfield and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof, any amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.

16. Bloomington and Richfield agree to comply with the Americans with Disabilities Act (ADA) including all applicable provisions of Title II – Public Services and in accordance with 28 C.F.R. Part 35 Subpart B – Section 35.130 of the US Department of Justice Regulations, Section 504 of the Rehabilitation Act of 1973 (Section 504), and not discriminate on the basis of disability in the

admission or access to, or treatment of employment in its services, programs, or activities. Bloomington agrees to hold harmless and indemnify Richfield from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by Bloomington. Upon request, accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities. Bloomington agrees to utilize its own auxiliary aid or service in order to comply with ADA requirements for effective communication with people with disabilities. Richfield has designated coordinators to facilitate compliance with the Americans with Disabilities Act of 1990, as required by 28 C.F.R. Part 35 Subpart B - Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations.

17. Bloomington and Richfield agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation. The mediation shall be conducted through the Conflict Resolution Center, 2101 Hennepin Avenue South; Suite 100, Minneapolis, Minnesota, 55405. The parties shall decide whether mediation will be binding or non-binding. If the parties cannot reach agreement, mediation will be non-binding. In the event mediation is unsuccessful, either party may exercise its legal or equitable remedies and may commence such action prior to the expiration of the applicable statutes of limitations.

18. Both parties agree to comply with all applicable state, federal and local laws, rules and regulations.

IN WITNESS WHEREOF, the parties have set forth their hands on the day and year first written above.

CITY OF BLOOMINGTON, MINNESOTA

DATED: _____ BY: _____
Its Mayor

DATED: _____ BY: _____
Its City Manager

Reviewed and approved as to form by the City Attorney's Office

CITY OF RICHFIELD, MINNESOTA

DATED: _____ BY: _____
Its Mayor

DATED: _____ BY: _____
Its City Manager



Report Prepared By:

Jennifer Anderson, Support Services Manager

Department Director:

Jay Henthorne, Police Chief

Item for Consideration:

Consider the approval of a request for the temporary expansion of the licensed premises for Thompson's Fireside Pizza, Inc., d/b/a Fireside Foundry, located at 6736 Penn Avenue South, to allow for the outside service of beer and malt beverages in their parking lot on Sunday, September 20, 2026, in conjunction with Richfield's Open Streets at Penn Fest event.

EXECUTIVE SUMMARY

On July 14, 2026, Thompson's Fireside Pizza, Inc., d/b/a Fireside Foundry requested permission to serve beer and malt beverages outside in the parking lot area of their licensed establishment in conjunction with Richfield's Open Streets at Penn Fest event. While Fireside Foundry is currently licensed to sell intoxicating liquor, their license is only valid for the interior and outside patio areas, and their license does not allow alcohol service beyond their patio area.

This request for a temporary expansion of the licensed premises for Fireside Foundry would allow for the service of beer and malt beverages only, and would be valid only on Sunday, September 20, 2026, from 12:00 p.m. to 5:00 p.m. during Richfield's Open Streets at Penn Fest.

All required information and documents have been provided. The Director of Public Safety has reviewed all required information and documents and has found no basis for denial.

RECOMMENDED ACTION

By motion: Approve the request for a temporary expansion of the licensed premises for Thompson's Fireside Pizza, Inc., d/b/a Fireside Foundry, located at 6736 Penn Avenue South, to allow for the outside service of beer and malt beverages in their parking lot on Sunday, September 20, 2026, in conjunction with Richfield's Open Streets at Penn Fest event.

HISTORICAL CONTEXT

- The following requirements have been met:
 - The City has been provided with a written narrative and drawing of the parking area showing how Fireside Foundry will control the flow of patrons purchasing beer and how they will be contained and monitored.
 - Proof of liquor liability insurance covering the exterior of the premises has

been provided showing First National Insurance Co. affording the coverage.

- The applicant has contacted food sanitarians from the City of Bloomington to ensure proper food handling practices are followed.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

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

Richfield City Code Section 1202.05 requires all applicants to comply with all of the provisions of this code, as well as the provisions of Minnesota Statute Chapter 340A.

CRITICAL TIMING ISSUES

Open Streets at Penn Fest takes place on September 20, 2026, so approval by the City Council is needed at the regular meeting on July 28, 2026.

FINANCIAL IMPACT

This is a temporary expansion for the premises of their current alcohol license, so no fee is required.

LEGAL CONSIDERATIONS

Minnesota Statute 340A.410, Subd. 7, states a licensing authority may issue a retail alcoholic beverage license only for a space that is compact and contiguous and the retail alcoholic beverage license is only effective for the licensed premises specified in the approved application, which in this case, is the interior of their business only. In previous years, the City attorney has advised the staff that the Council would need to approve an expansion beyond the interior walls of any establishment not already licensed for outdoor service.

ALTERNATIVE RECOMMENDATION(S)

The Council could deny the request for the temporary expansion of the licensed premises Fireside Foundry. This would mean the applicant would not be able to serve beer and malt beverages outside the parking lot area of their establishment during Richfield's Open Streets at Penn Fest event.

ATTACHMENTS

None



Report Prepared By:

Sam Ellison, Project Engineer

Department Director:

Kristin Asher, Public Works Director

Item for Consideration:

Approval of the bid tabulation and authorize the Mayor and City Manager to execute a contract with JL Theis, Inc. for the 73rd Street/Diagonal Boulevard 2026 Sidewalk Project in the amount of \$1,080,651.33, and authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration.

EXECUTIVE SUMMARY

The City has received funding from the Metropolitan Council Regional Solicitation Active Transportation Grant Program to construct new sidewalks and trails along the north side of the 73rd Street/Diagonal Boulevard corridor between Portland Avenue and Cedar Avenue in City right-of-way. The program is funded by a regional sales tax levied in the metro area counties to support active transportation improvements (walking, biking, etc.). Metropolitan Council's Transportation Advisory Board administers the funding program. The improvements were identified in the CIP beginning in 2025, with a 2028-2029 design/construction timeline with the potential for advancement pending funding acquisition. This project will improve safety for pedestrians and multi-modal users and connect existing sidewalk and trail infrastructure. The project also connects multiple existing sidewalks throughout the corridor closing a notable gap in pedestrian infrastructure on the east side of Richfield. Pending award of the contract, the project will enter the construction phase with work occurring in Fall of 2026 through Spring of 2027 with a completion date of June 1, 2027.

RECOMMENDED ACTION

By Motion: Approve the bid tabulation and authorize the Mayor and City Manager to execute a contract with JL Theis, Inc. for the 73rd Street/Diagonal Boulevard 2026 Sidewalk Project in the amount of \$1,080,651.33, and authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration.

HISTORICAL CONTEXT

See executive summary.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Equity: Executing an agreement like this is standard city business. The Metropolitan Council Regional Solicitation Active Transportation Grant Program promotes equity by creating improved non-motorized routes that help promote active transportation and provide alternative forms of transportation for users. The improved infrastructure will

combine with existing active transportation facilities on the corridor to provide equitable access to everyone using the corridor.

Strategic Plan: Authorizing this agreement will progress towards sustainable infrastructure financing and climate resilience by leveraging the availability of state-funded grant programs to improve active transportation infrastructure within the city.

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

- Contracts estimated to have a value over \$175,000 must be made by sealed bids, solicited by public notice, and awarded to the lowest responsible bidder.
- This project is identified in the City's Capital Improvement Plan.

CRITICAL TIMING ISSUES

- Public Works staff is in communication with the prospective contractor about the project schedule.
- Award of the contract at the July 28, 2026, City Council meeting will allow the contractor to begin ordering construction materials and will ensure project completion by June of 2027.

FINANCIAL IMPACT

- Eight bids were opened and read aloud at the bid opening on June 25, 2026, ranging from \$1,080,651.33 to \$1,830,463.00.
- The engineer's estimate for the Project was \$1,149,717.00.
- Funding for the project will come primarily from Metropolitan Council Regional Solicitation Active Transportation Grant Program
- The original amount of the grant award from Metropolitan Council was \$1,046,40.00 with a required 20% local match (\$261,510.00).
- The post bid amount of the grant award from Metropolitan Council will be \$864,521.00 with a required 20% local match amount of \$216,130.00.
- Design and engineering are not eligible uses of the grant funding. These portions of the project are being paid using Municipal State Aid funding.
- Sources and Uses for the project are attached.

LEGAL CONSIDERATIONS

- The bid opening held on June 25th, 2026, was in accordance with legal requirements.
- The ad for bid was published on June 11th, 2026 in the Sun Current and June 8th, 2026, on QuestCDN.
- The City Attorney will review the final construction contract prior to execution by the Mayor and City Manager.

ALTERNATIVE RECOMMENDATION(S)

None.

ATTACHMENTS

1. 73rd St Sidewalk Sources and Uses
2. 2026-06-25 East 73rd St and Diagonal Blvd Sidewalk Project Bid Minutes
3. 2025.11.14_139183_73rd Layout

73rd/Diagonal Sidewalk Proejct
Richfield Project No. 26-06
SAP Nos.

Sources and Uses Tracking

	Council Action			Council Action
	Grant Application	Preliminary Design	Engineers Estimate	Contract Award
	December 2023	November 2025	May 2026	July 2026
Estimated Uses:				
Design	\$220,950	\$136,478	\$166,225	\$166,225
Construction	\$1,046,040	\$1,105,600	\$1,149,717	\$1,080,651
Change Orders	\$0	\$0	\$0	\$0
Right of Way	\$500	\$500	\$500	\$0
Legal	\$1,000	\$1,000	\$1,000	\$0
Construction Admin/Engineering/Staff	\$40,000	\$40,000	\$50,000	\$50,000
Contingency	\$261,510	\$276,400	\$22,994	\$21,613
	20% Contingency	20% Contingency	2% Contingency	2% Contingency
Total Uses	\$1,570,000	\$1,559,978	\$1,390,436	\$1,318,489
Sources:				
Metropolitan Council Active Transportation Grant	\$1,046,040	\$1,046,040	\$901,200	\$864,521
20% Required Local Construction Match (MSA Funds)	\$261,510	\$261,510	\$225,300	\$216,130
Additional Local Funds (MSA Funds)	\$262,450	\$262,450	\$274,700	\$240,000
Total Sources	\$1,570,000	\$1,570,000	\$1,401,200	\$1,320,651
Difference	\$0	\$10,022	\$10,764	\$2,162

Notes

1. Maximum available AT Grant is currently \$901,200. Because the grant funds are reimbursed at 80% of construction dollars spent, the current estimate for reimbursement is \$864,521 and the current 20% match estimate is \$216,130

Low Risk

Medium Risk

High Risk

CITY OF RICHFIELD, MINNESOTA

Bid Opening
June 25, 2026
9:30 a.m.

PROJECT: 2026 Richfield East 73rd Street and Diagonal Blvd Sidewalks Project
Bid No.: 2026-06

Pursuant to requirements of Resolution No. 1015 and the City Code, a meeting of the Administrative Staff was called by City Clerk Friedrich who announced the purpose of the meeting was to receive; open and read aloud bids for the 2026 Richfield East 73rd Street and Diagonal Boulevard Sidewalks Project, as published in the official newspaper on June 11, and advertised through <http://www.questcdn.com> on June 8, 2026.

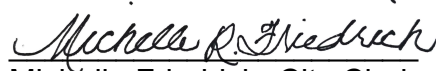
Present: Michelle Friedrich, City Clerk
Mark McKinley, Administrative Assistant
Matt Hardegger, Transportation Engineer
Ryan Peterson, BMI

The following bids were submitted and read aloud at 9:35 am:

Bidder's Name	SCOPE OF WORK	On Bid Form (Y/N)	Bid Bond Present (Y/N)	Addenda Noted (Y/N)	Total Base Bid
JL Theis, Inc.	x	x	x	x	\$1,080,651.33
New Look Contracting Inc.	x	x	x	x	\$1,193,486.60
Thomas and Sons	x	x	x	x	\$1,304,944.60
Urban Companies	x	x	x	x	\$1,319,813.20
Pember Companies Inc.	x	x	x	x	\$1,329,526.50
S.M. Hentges and Sons Inc.	x	x	x	x	\$1,337,562.10
Minger Construction	x	x	x	x	\$1,371,960.49
Concrete Idea Inc.	x	x	x	x	\$1,830,463.00

City Clerk Friedrich noted the bids would be tabulated and considered at a future City Council meeting. City staff will contact the apparent low bidder regarding next steps.

Bid Opening Adjourned at 9:37 am.


Michelle Friedrich, City Clerk



Report Prepared By:

Karl Huemiller, Recreation Director

Department Director:

Karl Huemiller, Recreation Director

Item for Consideration:

Consider approval of agreements with J. Becher and Associates, in the amount of \$139,850, for electrical work and US Mechanical, in the amount of \$294,210 for mechanical work on the Richfield Ice Arena lobby.

EXECUTIVE SUMMARY

The Veterans Park Improvement Project, funded through Local Option Sales Tax general obligation bonds, includes renovating the Richfield Ice Arena lobby. The lobby, original to the building's 1971 construction, requires a modernized layout to provide the amenities needed to meet the expectations of modern ice arena users. The updated design will streamline check-in and concessions, widen walkways, and add two rentable spaces, providing new revenue streams.

Bids for electrical and mechanical were solicited and opened on July 23, 2026. Each scope of work received bids from four contractors.

Electrical — J Becker and Associates, Kirtland Electric, Laketown Electric, Gunnar Electric

Mechanical — US Mechanical, Schadegg Mechanical, MMC Inc, Peterson Sheet Metal

The lowest electrical base bid was submitted by J. Becher and Associates, which Loeffler Construction, the project management company, recommends for award of contract.

The lowest Mechanical base bid was submitted by US Mechanical, which Loeffler Construction, the project management company, recommends for award of contract.

RECOMMENDED ACTION

By Motion: Approve the agreement between the City of Richfield and J. Becher and Associates, in the amount of \$139,850, for the electrical work and US Mechanical, in the amount of \$ \$294,210 for mechanical work in the Richfield Ice Arena lobby and authorize the Mayor and City Manager to finalize and execute the contract.

HISTORICAL CONTEXT

In November 2024, voters approved \$9 million in Local Option Sales Tax funding for improvements at Veterans Memorial Park, including the pool and Ice Arena. On May 13,

2025, Council approved an agreement with Loeffler Construction to manage the Veterans Park Project, which includes the replacement of the roof of rink two at the Richfield Ice Arena.

Renovation of the ice arena lobby was identified as part of the Vets Park Project to ensure its viability for decades to come, adding another revenue stream and preventing further costs associated with maintaining and repairing the aging infrastructure.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Equity: This project improves facilities that are often low or no cost to residents and provide access to an indoor rink in the community. The arena is an important amenity for families of all income levels living in the community.

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

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

CRITICAL TIMING ISSUES

In order to keep pace with the numerous sub-projects identified as part of the Veterans Park Project, and to minimize disruption to the Richfield Ice Arena, work must begin in a timely fashion.

FINANCIAL IMPACT

Bids for both scopes of work are within the amount anticipated. Bids include all labor and materials.

LEGAL CONSIDERATIONS

The agreement has been reviewed by legal counsel.

ALTERNATIVE RECOMMENDATION(S)

None

ATTACHMENTS

1. 2026-07-23 Ice Arena Lobby Remodel Bid Opening Minutes
2. Richfield Ice Arena Lobby Remodel - BP1 & RFQ1 Award Recommendations

CITY OF RICHFIELD, MINNESOTA

Bid Opening
July 23, 2026
2:00 p.m.

PROJECT: Richfield 2026 Ice Arena Lobby Remodel Bid Opening
Bid No.: N/A

Pursuant to requirements of Resolution No. 1015 and the City Code, a meeting of the Administrative Staff was called by City Clerk Friedrich who announced the purpose of the meeting was to receive; open and read aloud bids for the Richfield 2026 Ice Arena Lobby Remodel Bid, as published in the official newspaper on July 9, and posted July 1, 2026, on the City of Richfield's website, and legal notice board.

Staff Present: Michelle Friedrich, City Clerk
Mark McKinley, Administrative Assistant

The following bids were submitted and read aloud:

Bidder's Name	SCOPE OF WORK	On Bid Form (Y/N)	Bid Bond Present (Y/N)	Addenda Noted (Y/N)	Total Base Bid	Alternate #1	Alternate #2
US Mechanical	Mech	Y	Y	Y	\$293,260.00		
Metropolitan Mechanical Contractors	Mech	Y	Y	Y	\$299,954.00		
Peterson Sheet Metal	Mech	Y	Y	Y	\$345,500.00		
Schadegg Mechanical	Mech	Y	Y	Y	\$367,145.00		
J. Becher and Associates	Elec	Y	Y	Y	\$139,850.00	(+) \$950.00	(\$37,500.00)
Kirtland Electric	Elec	Y	Y	Y	\$159,830.00		(\$32,500.00)
Laketown Electric	Elec	Y	Y	Y	\$172,100.00		(\$25,000.00)

Gunnar Electric Inc.	Elec	Y	Y	Y	\$208,440.00		(\$45,015.00)
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City Clerk Friedrich referenced the apparent low bidder and noted all bids would be tabulated and considered at the July 28, 2026, City Council Meeting, or as soon as possible thereafter. City staff will contact the apparent low bidder regarding next steps.

Bid Opening Adjourned at 2:11 pm.


Michelle Friedrich, City Clerk

July 24th, 2026

TO: Karl Huemiller– Recreation Services Director, City of Richfield

CC: Kalle Kutschera – Job Captain, JLG Architects

Will Forbord – Vice President, Loeffler Construction

John Barrick – Project Manager, Loeffler Construction

RE: Richfield Ice Arena Lobby Remodel – Recommendation for Contractor Awards

Karl:

On July 23rd, 2026, Loeffler Construction (LCC) collected responses for the Request for Quotes (RFQ #1) that was issued for the Richfield Ice Arena Lobby Remodel Project. These quotes were for Final Cleaning, Demolition, Cast-In-Place Concrete & Masonry, Steel & Misc. Metals (Supply), Steel & Misc. Metals (Install), Finish Carpentry, Millwork, Roofing & Sheet Metal, Joint Sealants, Doors/Frames & Hardware, Overhead Doors, Storefronts/Glass & Glazing, Drywall, Acoustical Ceilings, Flooring, Painting, Specialties, Signage, Fixed Audience Seating, Wheelchair Lift, and Fire Suppression scopes of work.

Also on June 23rd, 2026, representatives from LCC and the City of Richfield were also present to hold and witness the public bid opening for Bid Package #1 of the Richfield Ice Arena Lobby Remodel Project. Bid Package #1 included the Mechanical and Electrical scopes of work.

Summary of Request for Quotes #1:

In line with public bidding law, scopes of work under \$175,000 can be procured with a Request for Quote process. LCC distributed the plans and specifications to (109) potential contractors and received responses from (53) contractors. See attached RFQ Bid Tabulation for a list of the contractors that submitted quotes. We have reviewed the quotes and determined that the lowest quote amount in each scope is responsive and recommend those firms for award, with the exception of Albrecht Signs. Albrecht Sign's did not submit on the required bid form acknowledging prevailing wage installation and for this reason, we recommend the next lowest quote from Construction Supply.

Summary of Bid Package #1:

In addition to running an advertisement for bids in the local newspaper, LCC distributed the project as an Information Only solicitation to gather interest in the project prior to distributing the plans and specifications to inquiring contractors. The sealed bid process for this bid package yielded (8) bids for the Mechanical and Electrical scopes of work. See attached Bid Package #1 Tabulation for a list of the contractors that submitted bids. We have reviewed the quotes and determined that the lowest quote amount is responsive and recommend this firm for award.

Table of Recommended Awards for Bid Package #1 and RFQ #1:

Scopes of Work	Trade Contractor	Base Bid	Alternate #1 (Accepted)	Total Contract Amount (Including Alternate #1)
01.2 - Final Cleaning (RFQ #1)	Global Construction	\$ 6,800.00	\$ -	\$ 6,800.00
02.1 - Demolition (RFQ #1)	Envirobate	\$ 68,440.00	\$ 900.00	\$ 69,340.00
03.1 - Cast-In-Place Concrete & Masonry (RFQ #1)	B&D Associates	\$ 83,600.00	\$ 16,800.00	\$ 100,400.00
05.1 - Structural Steel and Misc. Metals (Supply) (RFQ #1)	Hursh Ironworks	\$ 33,768.00	\$ 35,203.00	\$ 68,971.00
05.2 - Structural Steel and Misc. Metals (Install) (RFQ #1)	Hursh Ironworks	\$ 29,328.00		\$ 29,328.00
06.2 - Finish Carpentry - Labor (RFQ #1)	Reiling Construction	\$ 53,773.00	\$ -	\$ 53,773.00
06.6 - Architectural Woodwork & Countertops (RFQ #1)	Focal Point Fixtures	\$ 31,146.00	\$ -	\$ 31,146.00
07.7 - Roofing & Sheet Metal (RFQ #1)	Peterson Roofing	\$ 19,734.00	\$ -	\$ 19,734.00
07.9 - Joint Sealants (RFQ #1)	Carciofini	\$ 5,700.00	\$ -	\$ 5,700.00
08.1 - Doors, Frames, and Hardware (RFQ #1)	Twin City Hardware	\$ 33,427.00	\$ -	\$ 33,427.00
08.2 - Overhead & Specialty Doors (RFQ #1)	Crawford Door	\$ 43,998.00	\$ -	\$ 43,998.00
08.3 - Storefronts, Glass, and Glazing (RFQ #1)	River City Glass	\$ 25,629.00	\$ -	\$ 25,629.00
09.1 - Drywall (RFQ #1)	Tri Construction	\$ 62,900.00	\$ -	\$ 62,900.00
09.3 - Acoustical Ceilings (RFQ #1)	Sonus Interiors	\$ 27,290.00	\$ -	\$ 27,290.00
09.5 - Resilient Flooring & Carpet (RFQ #1)	St Paul Lino	\$ 72,420.00	\$ -	\$ 72,420.00
09.9 - Painting & Wall Coverings (RFQ #1)	Pinnacle Wall Systems	\$ 28,265.00	\$ 1,385.00	\$ 29,650.00
10.1 - Specialties (RFQ #1)	Construction Supply	\$ 4,943.00	\$ -	\$ 4,943.00
10.2 - Signage (RFQ #1)	Construction Supply	\$ 1,813.00	\$ -	\$ 1,813.00
12.6 - Fixed Audience Seating (RFQ #1)	Park & Play USA (SAAFE)	\$ 29,829.00	\$ 2,304.00	\$ 32,133.00
14.1 - Wheelchair Lift (RFQ #1)	Access Lifts	\$ 54,240.00	\$ -	\$ 54,240.00
21.1 - Fire Suppression (RFQ #1)	Frontier Fire	\$ 15,670.00	\$ -	\$ 15,670.00
22.0 - Mechanical - Combined (BP #1)	US Mechanical	\$ 293,260.00	\$ 950.00	\$ 294,210.00
26.1 - Electrical, Low Voltage, and Fire Alarm (BP #1)	J. Becher and Associates	\$ 139,850.00	\$ -	\$ 139,850.00

We appreciate the opportunity to work with the City of Richfield and look forward to delivering a successful project.

Sincerely,



Drew Illetschko

Estimator, Loeffler Construction

Attached:

Richfield Ice Arena Lobby Remodel – Bid Package #1

Richfield Ice Arena Lobby Remodel – Request for Quotes #1

Richfield Ice Arena Lobby Remodel



Prime Contractor	Scope of Work	On Bid Form (Y / N)	Bid Bond Present (Y / N)	Addenda Noted (Y / N)	Base Bid Amount	Alternates			
						Alternate #1: <i>Provide the (2) wheelchair seating platforms in Rink 1, as indicated in the drawings</i>		Alternate #2: <i>Omit fixture type L2 and (2) type EM fixtures and provide fixtures as indicated on 2/E201</i>	
US Mechanical	22.0	Y	Y	Y	\$293,260				
MMC Inc	22.0	Y	Y	Y	\$299,954				
Peterson Sheet Metal	22.0	Y	Y	Y	\$345,500				
Schadegg Mechanical	22.0	Y	Y	Y	\$367,145				
J Becher & Associates	26.1	Y	Y	Y	\$139,850		\$950		(\$37,500)
Kirtland Electric	26.1	Y	Y	Y	\$159,830				(\$32,500)
Laketown Electric	26.1	Y	Y	Y	\$172,100				(\$25,000)
Gunnar Electric	26.1	Y	Y	Y	\$208,440				(\$45,015)

Bid Tabulations - RFQ #1
Date: 07/23/2026
Time: 2:00PM

Richfield Ice Arena Lobby Remodel



Prime Contractor	Scope of Work	On Bid Form (Y / N)	Addenda Noted (Y / N)	Base Bid Amount	Alternates			
					Alternate #1: <i>Provide the (2) wheelchair seating platforms in Rink 1, as indicated in the drawings</i>		Alternate #2: <i>Omit fixture type L2 and (2) type EM fixtures and provide fixtures as indicated on 2/E201</i>	
Global Construction	1.2	Y	Y	\$6,800				
Spar LLC	1.2	Y	Y	\$7,200				
Everest Cleaning	1.2	N	N	\$17,137				
Envirobate	2.1	Y	Y	\$68,440	2.1	\$900		
Viking Demolition	2.1	Y	Y	\$73,195	2.1	\$6,350		
Kellington Construction	2.1	Y	Y	\$78,325	2.1	\$390		
Twin Town Demolition	2.1	Y	Y	\$89,700	2.1	\$200		
Lloyds Construction	2.1	Y	Y	\$95,210	2.1	\$1,000		
Minnesota Demolition Company	2.1	Y	Y	\$112,400	2.1	\$298		
B&D Associates	3.1	Y	Y	\$83,600	3.1	\$16,800		
Axel H Ohman	3.1	Y	Y	\$264,238	3.1	\$50,700		

Richfield Ice Arena Lobby Remodel



Prime Contractor	Scope of Work	On Bid Form (Y / N)	Addenda Noted (Y / N)	Base Bid Amount	Alternates			
					Alternate #1: <i>Provide the (2) wheelchair seating platforms in Rink 1, as indicated in the drawings</i>		Alternate #2: <i>Omit fixture type L2 and (2) type EM fixtures and provide fixtures as indicated on 2/E201</i>	
Hursh Ironworks	5.1	Y	Y	\$33,768	5.1	\$35,203		
Red Cedar Steel Erectors	5.1	Y	Y	\$40,000	5.1	\$22,600		
Hursh Ironworks	5.2	Y	Y	\$29,328	5.2	included in 5.1 above		
J&L Steel Erectors	5.2	Y	Y	\$35,600	5.2	\$8,750		
Red Cedar Steel Erectors	5.2	Y	Y	\$39,200	5.2	included in 5.1 above		
KMH Erectors	5.2	Y	Y	\$44,000	5.2	\$12,400		
Reiling Construction	6.2	Y	Y	\$53,773				
Focal Point Fixtures	6.6	Y	Y	\$31,146				
Peterson Bros Roofing	7.7	Y	Y	\$19,734				
John A Dalsin	7.7	Y	Y	\$33,956				
Berwald Roofing	7.7	Y	Y	\$47,100				

Bid Tabulations - RFQ #1
Date: 07/23/2026
Time: 2:00PM

Richfield Ice Arena Lobby Remodel



Prime Contractor	Scope of Work	On Bid Form (Y / N)	Addenda Noted (Y / N)	Base Bid Amount	Alternates			
					Alternate #1: <i>Provide the (2) wheelchair seating platforms in Rink 1, as indicated in the drawings</i>	Alternate #2: <i>Omit fixture type L2 and (2) type EM fixtures and provide fixtures as indicated on 2/E201</i>		
Carciofini	7.9	Y	Y	\$5,700				
The Caulkers Inc	7.9	N	Y	\$8,570				
Twin City Hardware	8.1	Y	Y	\$33,427				
Kendell Doors & Hardware	8.1	Y	Y	\$36,121				
Commercial Doors	8.1	N	N	\$39,735				
Bredemus Hardware	8.1	Y	Y	\$41,713				
Crawford Door	8.2	Y	Y	\$45,998				
Skold	8.2	Y	Y	\$48,200				
Miner Corp	8.2	Y	Y	\$53,647				
Twin City Garage Door	8.2	Y	Y	\$55,800				

Bid Tabulations - RFQ #1
Date: 07/23/2026
Time: 2:00PM

Richfield Ice Arena Lobby Remodel



Prime Contractor	Scope of Work	On Bid Form (Y / N)	Addenda Noted (Y / N)	Base Bid Amount	Alternates			
					Alternate #1: <i>Provide the (2) wheelchair seating platforms in Rink 1, as indicated in the drawings</i>		Alternate #2: <i>Omit fixture type L2 and (2) type EM fixtures and provide fixtures as indicated on 2/E201</i>	
River City Glass	8.3	Y	Y	\$25,629				
United Glass	8.3	Y	Y	\$28,751				
Artic Glass	8.3	Y	Y	\$32,033				
Tri Construction	9.1	Y	Y	\$62,900				
SA Jordan	9.1	Y	Y	\$73,760				
Pinnacle Wall Systems	9.1	Y	Y	\$85,062				
Commercial Drywall	9.1	Y	Y	\$87,750				
Sonus	9.3	Y	Y	\$27,290				
Minnesota Acoustics	9.3	Y	Y	\$39,010				
St Paul Lino	9.5	Y	Y	\$72,420				
Grazzini	9.5	Y	Y	\$88,785				

Bid Tabulations - RFQ #1
Date: 07/23/2026
Time: 2:00PM

Richfield Ice Arena Lobby Remodel



Prime Contractor	Scope of Work	On Bid Form (Y / N)	Addenda Noted (Y / N)	Base Bid Amount	Alternates			
					Alternate #1: <i>Provide the (2) wheelchair seating platforms in Rink 1, as indicated in the drawings</i>		Alternate #2: <i>Omit fixture type L2 and (2) type EM fixtures and provide fixtures as indicated on 2/E201</i>	
Pinnacle Wall Systems	9.9	Y	Y	\$28,265	9.9	\$1,385		
Swanson & Youngdale	9.9	Y	Y	\$28,688	9.9	\$2,791		
Wasche	9.9	Y	Y	\$33,110	9.9	\$2,140		
Steinbrecher	9.9	Y	Y	\$40,150	9.9	\$40,150		
Construciton Supply	10.1	Y	Y	\$4,943				
Albrecht Sign	10.2	N	Y	\$1,652				
Construciton Supply	10.2	Y	Y	\$1,813				
Park & Play USA (SAAFE)	12.6	Y	Y	\$29,829				
Access Lift	14.1	Y	Y	\$54,240				
Arrow Lift	14.1	Y	Y	\$64,444				

Richfield Ice Arena Lobby Remodel



Prime Contractor	Scope of Work	On Bid Form (Y / N)	Addenda Noted (Y / N)	Base Bid Amount	Alternates			
					Alternate #1: <i>Provide the (2) wheelchair seating platforms in Rink 1, as indicated in the drawings</i>		Alternate #2: <i>Omit fixture type L2 and (2) type EM fixtures and provide fixtures as indicated on 2/E201</i>	
Frontier Fire	21.1	N	Y	\$15,670				
Viking Sprinkler	21.1	Y	Y	\$16,330				
LVC	21.1	Y	Y	\$37,679				
Summit Fire	21.1	Y	Y	\$45,600				



Report Prepared By:

Rachel Lindholm, Sustainability Coordinator

Department Director:

Kristin Asher, Public Works Director

Item for Consideration:

Consider approval of a bid tabulation and award a contract to North Metro Companies, LLC for the USDA UCF Boulevard Tree Planting in the amount of \$269,068, and authorize the City Manager to approve contract changes under \$175,000 without further City Council consideration.

EXECUTIVE SUMMARY

In 2023, Richfield applied for a USDA Urban Community Forestry (UCF) grant to remove ash trees and replant diverse species, while increasing the City's tree canopy. The relevant trees were removed last year and the City released bid specifications in late June for the planting, staking, and watering of approximately 545 trees. This work will start in Fall of 2026 and the watering will continue in 2027. Bids for the tree planting project were opened on July 2nd, 2026. North Metro Companies, LLC was the lowest responsive and responsible bidder in the amount of \$269,068, which includes the base bid for the planting effort (\$220,693), alternate bid #1 for the tree watering through the 2027 growing season (\$7,500), and alternate bid #2 for supplemental staking if needed (\$40,875).

RECOMMENDED ACTION

By Motion: Approve the bid tabulation and award a contract to North Metro Companies, LLC for the USDA UCF Boulevard Tree Planting in the amount of \$269,068, and authorize the City Manager to approve contract changes under \$175,000 without further City Council consideration.

HISTORICAL CONTEXT

In 2023, the USDA's Forest Service selected 385 grant proposals from 842 applications and awarded more than \$1 billion in IRA funds to entities "working to increase equitable access to trees and green spaces, and the many benefits they provide." City staff were notified on 10/12/23 of Richfield's proposal acceptance and letter of intent to award funding. In 2025, 59 ash trees were removed as the initial grant activity, lower than the initial projected number due to previous hazardous removals.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Equity Considerations: This project will increase the urban tree canopy by focusing all planting efforts in the southeast corner of the City. This also means associated human health, environmental and economic benefits will also benefit said communities directly. Residents will not have to pay for costs associated with planting trees on their own or waiting longer on the current wait list to receive a free tree. This project will also improve resilience to climate change, pests, storm/extreme heat events through best management and maintenance practices.

This project is focused on census tracts 27053024802 and 27053024903, in part because of their percentile rankings denoting low income and low median income, low life expectancy, and high traffic proximity and volume. All trees identified for removal are ash trees susceptible to Emerald Ash Borer and all locations identified for planting are in these tracts.

Strategic Considerations: This grant award connects with the pillars of operational excellence, sustainable infrastructure, high-quality workforce, and equity and inclusion in the City's strategic plan. This award provides the financial resources for the City to contract out important forestry work, alleviating demands on City staff and ensuring that these efforts can continue and expand.

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

Contracts estimated to have a value over \$175,000 must be made by sealed bids, solicited by public notice, and awarded to the lowest responsible bidder.

CRITICAL TIMING ISSUES

Award of the contract at this City Council meeting will allow staff and the contractor to begin mobilizing for the fall planting effort and will ensure the project is executed as designed.

FINANCIAL IMPACT

- This contract is paid for entirely by the USDA UCF grant that the City was awarded in 2023. This project is included in the 2025-2026 council-approved budget and is also included in the 2026-2027 proposed budget. Staff have received messaging from the National League of Cities about proposed Office of Management and Budget rules that could significantly affect various current and future grants. It is not staff's opinion that this project will be affected at this point.
- Four contractors submitted bids for the project, with base bids ranging from \$220,693 to \$349,790.

LEGAL CONSIDERATIONS

- The bid opening was held on July 2, 2026 in accordance with legal requirements.
- The ad for bid was published on June 25, 2026 in the Sun Current and June 24, 2026 on QuestCDN.
- The City Attorney has reviewed the contract and will be available to answer questions.

ALTERNATIVE RECOMMENDATION(S)

None.

ATTACHMENTS

1. 2026-07-02 UCF Blvd Tree Planting Project - Bid Minutes

CITY OF RICHFIELD, MINNESOTA

Bid Opening
July 2, 2026
11:00 AM

PROJECT: 2026 USDA UCF Boulevard Tree Planting Project
Bid No.: 26-08

Pursuant to requirements of Resolution No. 1015 and the City Code, a meeting of the Administrative Staff was called by Administrative Assistant McKinley who announced the purpose of the meeting was to receive; open and read aloud bids for the 2026 USDA UCF Boulevard Tree Planting Project, as advertised in the official newspaper on May 25, 2026.

Present: Mark McKinley, Administrative Assistant
Scott Kulzer, Senior Analyst
Chris Link, Deputy Public Works Director

The following bids were submitted and read aloud:

Bidder's Name	SCOPE OF WORK	On Bid Form (Y/N)	Bid Bond Present (Y/N)	Addenda Noted (Y/N)	Total Base Bid
North Metro Companies	X	X	n/a	n/a	\$220,693
Hoffman & McNamara Co.	X	X	n/a	n/a	\$238,966
JL Theis Inc.	X	X	n/a	n/a	\$323,000
Traverse De Sioux Garden Center and Landscape	X	X	n/a	n/a	\$349,790

Administrative Assistant McKinley noted the bids would be tabulated and considered at a future City Council meeting. City staff will contact the apparent low bidder regarding next steps.

Bid Opening Adjourned at 11:08 AM.

Mark McKinley, Administrative Assistant



Report Prepared By:

Jordan Vennes, Utilities Engineer

Department Director:

Kristin Asher, Public Works Director

Item for Consideration:

Consider adoption of a resolution authorizing the Mayor and City Manager to execute Master Utility Agreement No. 1062054 between the City of Richfield, the State of Minnesota Department of Transportation (MnDOT), and MnDOT's selected design-build contractor, which will govern the replacement, repair, and/or relocation of City-owned utilities as part of 494 Project 2.

EXECUTIVE SUMMARY

The Master Utility Agreement establishes a framework that will govern work performed on City-owned utilities as part of 494 Project 2. Because the project will be delivered via design-build delivery method, the precise extents of utility work are not yet finalized and will be determined throughout the project design. The Master Utility Agreement allows MnDOT to execute the design-build contract with the selected contractor and allows the City to participate in all utility design decisions throughout the project.

RECOMMENDED ACTION

By Motion: Adopt the resolution authorizing the Mayor and City Manager to execute Master Utility Agreement No. 1062054 between the City of Richfield, MnDOT, and MnDOT's selected design-build contractor, which will govern the replacement, repair, and/or relocation of City-owned utilities as part of 494 Project 2.

HISTORICAL CONTEXT

This Master Utility Agreement (which closely resembles the Master Utility Agreement approved for 494 Project 1) lays out a work order process for designing and performing utility work throughout the project and gives the City Engineer authority to approve work impacting City-owned utilities. The work order process establishes responsibilities for each party on a case-by-case basis for each instance of work (each individual work order). It is anticipated that work on this project will be primarily designed and performed by the design-build contractor, with approval from the City, and that City-owned utilities will remain under the ownership and maintenance obligations of the City after project completion.

Work on City-owned utilities being impacted by the project will be paid for by MnDOT, except for impacted City-owned utilities within County right-of-way per responsibilities outlined in Minnesota Administrative Rule 8810.3300 (however, no such impacts in County right-of-way are currently anticipated). The City may also request additional "betterment" work to City-owned utilities, and would be responsible for paying the costs associated with such work; staff do not anticipate requesting any betterment work at this

time.

Project 2 will build off work performed under Project 1, completing MnDOT's vision for the corridor. Work to be completed includes extension of E-ZPass lanes on 494 from 35W to Highway 77, pavement reconstruction and drainage on 494 from Lyndale Avenue to 24th Avenue, pavement reconstruction on 35W from 82nd Street to 76th Street, and bridge replacements including the CPKC Railroad bridge over 494 and Highway 77 over 494.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

None at this time. Approval of interagency ownership and maintenance agreements is routine City business when partnering with other agencies on road or highway reconstruction projects.

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

- Approval of this master utility agreement is necessary for the project to continue moving forward.
- The Council approved Municipal Consent of I-494 Project 2 at the March 10, 2026 council meeting.

CRITICAL TIMING ISSUES

The Master Utility Agreement needs to be executed prior to the October 9th project letting.

FINANCIAL IMPACT

- The project team has not identified any required utility relocation costs which the City would be responsible for.
- Any potential utility betterments requested by the City during the design-build process will be the responsibility of the respective utility (water, wastewater, and/or stormwater).

LEGAL CONSIDERATIONS

The City Attorney has reviewed the agreement and will be available at the meeting to answer any questions.

ALTERNATIVE RECOMMENDATION(S)

None

ATTACHMENTS

1. Draft Master Utility Agreement- 494 Project 2
2. Resolution - 494 Project 2 MnDOT MUA

Prepared by the
Utility Agreements and Permits Unit
(Receivable)
(\$0.00)

S.P. 2785-462 (T.H. 494)
Location: I-494 from U.S. 169 to 0.2 mile
east of 24th Ave. and on I-35W from W.
75th St. to W. 85th St. in the Cities of
Richfield, Edina and Richfield
Utility Owner: City of Richfield
MnDOT Agreement Number 1062054

S.P. 2785-462 (T.H. 494)
DESIGN-BUILD PROJECT
MASTER UTILITY AGREEMENT WITH
THE CITY OF RICHFIELD

THIS MASTER UTILITY AGREEMENT (MUA) is made and entered into this ____ day of _____, 2026 among the State of Minnesota, acting through its Commissioner of Transportation, (MnDOT); the City of Richfield, acting through its City Council, and including all of its agents, contractors, and subcontractors (Utility Owner); and _____, a [joint venture] [_____] Corporation] [partnership], including all of its agents, contractors, and subcontractors (Contractor).

RECITALS

MnDOT has entered into a design-build contract (DB Contract) with the Contractor to design and construct State Project Number 2785-462 on Trunk Highway Number 494 (Project). The Project is located I-494 from U.S. 169 to 0.2 mile east of 24th Ave. and on I-35W from W. 75th St. to W. 85th St. in the Cities of Richfield, Edina and Richfield. The Project includes mobility and safety improvements including the replacement of I-35W/82nd St. interchange and I-494/CPKC railroad bridge.

The Utility Owner owns and operates buried watermain and buried sanitary sewers, their fixtures, and related equipment (Facilities) inside the limits of the Project. The Project may cause changes to the Facilities. These changes may include relocation, In-Place/Out-of-Service Work, protection in place, removal, replacement, reinstallation, and/or modification of the Facilities. The Utility Owner has requested the State to include this utility work in the DB Contract because doing so may eliminate duplication of services, facilitate activity coordination, simplify supervision, and expedite Project construction.

Pursuant to Minnesota Statutes, section 161.46, subdivision 5, the State may relocate the Utility Owner's Facilities as part of the Project on the trunk highway system. Pursuant to Minnesota Statutes, section 161.46, subdivision 5, the Utility Owner appoints the State as its agent to design and construct the relocation work as part of the Project.

MnDOT requires the Contractor to include the costs of performing this utility work in its proposal price for the DB Contract.

The Contractor will conduct all or a portion of the utility work pursuant to this MUA. The parties agree to ensure that the work is performed according to all applicable requirements.

In order to minimize delays, uncertainties, risks, and additional Project costs, the parties must cooperate with each other to ensure that all necessary relocations of Facilities are performed and closely coordinated with the Contractor's work under the Project.

Because the Facilities are located on public Right of Way, the Utility Owner is not eligible for reimbursement of its relocation costs.

The Utility Owner will be responsible for all other costs, including Betterments. The Utility Owner will either perform this work or reimburse the Contractor for performing it.

State law requires a written agreement among the parties to set forth the terms and conditions for the design, construction, and payment of the relocation work.

I. Master Agreement

This MUA establishes a general framework for processing the Project Utility Work, whether the Contractor or the Utility Owner performs the work. The Utility Work to be performed will be set forth in detail in Work Orders issued under this MUA. Section VI describes the process for issuing Work Orders.

- A. *Definitions:* The definitions of the terms in Exhibit A apply when they are used in the MUA, unless the context clearly indicates otherwise.
- B. *Legal Authority:* The Utility Owner and the Contractor possess the legal authority to enter into this MUA and have taken all actions required by their procedures, by-laws, and/or applicable law to exercise that authority, lawfully authorize their undersigned signatories to execute this MUA, and to bind the Utility Owner and the Contractor to its terms. The Utility Owner will attach a Resolution, generally in the form in Exhibit F, to this MUA. Minnesota Statutes, sections 161.45 and 161.46 authorize MnDOT to enter into this MUA. The persons executing this MUA on behalf of the Utility Owner, MnDOT, and the Contractor have full authorization to do so.
- C. *Delegation to the Contractor:* MnDOT will perform the design and construction of the Project by means of a DB Contract with the Contractor that MnDOT has procured in compliance with Minnesota Statutes, sections 161.3410-.3428. MnDOT's entry into this DB Contract may have an impact on the Project Utility Work, including, without limitation, matters relating to scheduling and coordination. MnDOT may delegate to the Contractor the duty to perform certain MnDOT obligations in lieu of MnDOT performing them. MnDOT will retain its obligations to pay the Utility Owner or the

Contractor, and to collect payment from the Utility Owner or Contractor, as applicable, for performing the required Utility Work.

- D. *Term:* This MUA is effective on the date MnDOT obtains all signatures required by Minnesota Statutes, section 16C.05, subdivision 2. In no event will the term of this MUA exceed a duration of five years. No Work Order will survive the expiration of this MUA. This MUA will continue until the earlier of five years or when:
1. All of the Project Utility Work has been completed;
 2. MnDOT makes the final payment owed to the Utility Owner, if any; and
 3. The Utility Owner repays MnDOT for the Contractor's performance of any Utility Work for which the Utility Owner was responsible for the cost.
- E. *Cancellation:* MnDOT may terminate this MUA at any time, with or without cause, on 30 Calendar Days written notice to the Contractor and the Utility Owner. The termination of this MUA does not relieve the Utility Owner of any obligations under the Notice and Order.
1. *Cancellation Without Cause:* MnDOT may cancel this MUA at any time if it determines that doing so is in MnDOT's or the public's best interest. Upon termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, and other material that the Utility Owner and the Contractor prepared under this MUA will become MnDOT's property at MnDOT's discretion. The Contractor and Utility Owner will be entitled to payment, on a pro rata basis, for satisfactorily performed services.
 2. *Cancellation or Suspension for Insufficient Funding:* MnDOT may cancel or suspend this MUA if the Minnesota Legislature, or another funding source, does not provide sufficient funds to pay for the Utility Work. In the event of this termination or suspension, the Contractor and Utility Owner will be entitled to payment, on a pro rata basis, for satisfactorily performed services to the extent funds are available.
 3. *Cancellation for Cause or Default:* If the Utility Owner or the Contractor fail to fulfill their obligations under this MUA in a timely and proper manner, or if either party otherwise breaches this MUA, MnDOT has the right to terminate this MUA for cause upon giving the Utility Owner and the Contractor written notice and a 30-Calendar-Day opportunity for the defaulting party to cure the default or show cause why the termination is inappropriate. Such termination will be at MnDOT's sole discretion and will not limit any other available remedy. Upon termination, all finished and unfinished documents, data,

studies, surveys, drawings, maps, models, photographs, reports, and other material that the Utility Owner and the Contractor prepared under this MUA will become MnDOT's property at MnDOT's discretion. The Contractor and Utility Owner will be entitled to payment, on a pro rata basis, for satisfactorily performed services.

- a. Notwithstanding the above, the Utility Owner and the Contractor will not be relieved of liability to MnDOT for any damages MnDOT sustains due to any breach of this MUA. MnDOT may withhold any payment to the Utility Owner or the Contractor to mitigate its damages until the exact amount of damages due to MnDOT from the Utility Owner or the Contractor is determined.
 - b. If it is determined for any reason after cancellation that the Contractor or Utility Owner was not in default, or that the Utility Owner's or the Contractor's action or inaction was excusable, the cancellation will be treated as a cancellation without cause, and the rights and obligations of MnDOT and the Utility Owner or Contractor (as applicable) will be the same as if MnDOT had canceled the MUA without cause, as described in Article I.E.1.
- F. *Data Practices:* All parties must comply with the Minnesota Government Data Practices Act (Minnesota Statutes, chapter 13), as it applies to any data received, collected, stored, or disseminated by a party to this MUA or the work performed under it. The Act provides for civil liability for failure to comply with its requirements.
- G. *Conflict:* In the event of a conflict between this MUA, its incorporated material, or its exhibits and attachments, the parties will resolve that conflict or inconsistency in favor of the most restrictive provision, as determined by MnDOT in its sole and reasonable discretion.

II. Technical Criteria/Standards/Requirements

- A. *Federal and State Requirements:* The Contractor and Utility Owner must comply with all applicable federal and State laws, rules, and regulations, including all environmental laws and regulations on the Project. The Contractor and the Utility Owner must require compliance with these laws and regulations in all subcontracts entered into under this MUA.
- B. *Standard Conditions:* The standards, procedures, and terms in this MUA, any subsequent Work Orders, and all MnDOT Utility Permits will govern the performance of the Utility Work and any related payment (if applicable). The following provisions are incorporated herein as terms and conditions of this MUA:

1. Title 23, Code of Federal Regulations, Part 645, and the edition of the FHWA Program Guide: Utility Adjustments and Accommodation on Federal Aid Highway Projects (Federal Regulation), in effect at the execution of this MUA, and any subsequent amendments and replacements;
 2. MnDOT's Policy for Accommodation of Utilities on Highway Right of Way;
 3. All exhibits and policies referenced herein.
- C. *General Criteria and Standards:* All Utility Work must be consistent with this MUA and the Utility Owner's current, reasonable, written specifications; standards of practice; construction methods; and any applicable permit requirements.
1. If the Contractor is performing the design, the Utility Owner must provide the necessary written specifications, standards of practice, and construction methods to MnDOT and the Contractor no later than the beginning of the design. If the Utility Owner does not provide these documents, the Contractor will be under no obligation to follow them.
 2. If the Utility Owner is performing the design, it must provide all current written specifications, standards of practice, and construction methods to MnDOT and the Contractor no later than the date the Work Order for the Utility Work is signed.
- D. *Plans:* The plans for the design of the Utility Work must show at least the existing topography, Right of Way, lanes of travel, the x and y coordinates of the Facilities' location, and the z coordinate of the Facilities' location, if applicable.
1. The most recent plans and specifications will govern the scope of the Utility Work. When the final plans are completed they will supplement or replace any previous plans or specifications, as applicable.

III. Quality Management

- A. If the DB Contract requires that the Contractor perform certain Utility Work, the Contractor will be responsible for the quality management of the Utility Work at its own cost. Quality management will include quality planning, control, assurance, and improvement. The Utility Owner may conduct Inspections of the Contractor's work and any oversight activities it deems necessary. The Utility Owner will operate all valves and supervise all shut offs and disconnections for the construction of the Utility Work. The Utility Owner must notify MnDOT in writing of all cases of a performing party's noncompliance no more than 14 Calendar Days after the Utility Owner knew or should have known of the noncompliance.

- B. If the Utility Work is added to the Contractor's work according to a Work Order, the Utility Owner will be responsible for the quality control of that Utility Work, unless the Work Order describes otherwise. Any quality control the Contractor elects to provide for the Utility Owner will be in addition to, not in lieu of, the Utility Owner's quality control.

IV. Coordination

The Utility Owner, MnDOT, and the Contractor will coordinate their efforts and cooperate with each other to ensure that the party performing any work does so promptly and without disturbance to other Project work, minimizes delay and uncertainty, and eliminates excess cost. Coordination will include the following tasks.

- A. *Initial Coordination Meeting:* When the party preparing the plans achieves a level of design where utility conflicts can be determined, the Contractor and the Utility Owner will conduct an initial coordination meeting before beginning the Work Order process. At this meeting, the Contractor and the Utility Owner will address pertinent information for the Utility Design Sheets (UDSs) and discuss potential conflicts. Once the Contractor has the UDS information, a preliminary level of design, and estimated costs, it will schedule a meeting with MnDOT and the Utility Owner to:
 - 1. Review the Final Design and construction schedules for the work at each UDS location;
 - 2. Review proposed conflict resolutions;
 - 3. Coordinate the performance of the Project work with the Utility Work at each UDS location; and
 - 4. Negotiate the Work Orders.
- B. *Coordination of Relocations:* The Contractor will avoid relocating the Utility Owner's Facilities to the extent practicable. If the Contractor and the Utility Owner cannot agree whether a relocation can be avoided, MnDOT will determine the appropriate course of action at its discretion. When practicable, the Facilities will be left in-place and protected. When physical relocation of the Facilities is not reasonably avoidable, the Utility Owner will relocate (or allow the Contractor to relocate) those Facilities. The Utility Owner must use its best efforts to cooperate with MnDOT and the Contractor to identify any joint users of the Facilities and to assist in the Utility Work.
- C. *Change in Contractor's Design:* If the Contractor changes the design of a relocation to which the Utility Owner has agreed, and one of the parties has commenced the design or physical construction of that relocation, the Contractor and the Utility Owner must coordinate to change the design and/or relocation of those Facilities.

D. Ongoing Coordination

1. MnDOT, the Utility Owner, and the Contractor will meet as each party reasonably requests to review and coordinate time schedules and track Utility Work progress.
2. The Utility Owner will not Interfere with the Project work.

V. The Utility Design Sheet

The Contractor will prepare a UDS, in substantially the same form as Exhibit B, to describe the Project Utility Work at each specific location.

VI. Work Orders

A party to this MUA will commence Utility Work only after all the parties to this MUA have executed a Work Order and MnDOT has issued any necessary Utility Permits.

- A. *Form:* The Work Orders will be in substantially the same form as Exhibits C(1) and C(2).
- B. *Contents/Amendment:* The Work Order, and any agreements or documents executed or prepared pursuant to it:
 1. Will include:
 - a. The design plans;
 - b. Any available, applicable design details;
 - c. Any Right of Way/easement documents at the UDS location;
 - d. The scope of the Utility Work;
 - e. The party responsible for performing the Utility Work;
 - f. The lump sum or estimated amount of the Utility Work, as applicable;
 - g. The Utility Work schedule;
 - h. The Utility Owner's special scheduling considerations (e.g., winter gas loads and summer electric loads);
 - i. The Utility Owner's Inspection fees; and
 - j. Any other conditions applicable to the Work Order that this MUA does not already address.
 2. May also amend the terms and conditions of this MUA upon inclusion of appropriate language describing the change.

- C. *Negotiation:* MnDOT, the Utility Owner, and the Contractor must promptly meet and confer to resolve any comments or disagreements regarding the Work Order through good faith negotiation. The Contractor will prepare the Work Order after the parties resolve the comments or disagreements.
- D. *Submission/Response/Execution:* The Contractor will provide notice of the Utility Work and its schedule in a Work Order to the Utility Owner. The Utility Owner will respond (by executing or commenting on problems) to all Work Orders no more than 14 Calendar Days after receiving them. The Contractor shall submit four originals of each Work Order (including any exhibits) to MnDOT for Approval upon execution by the Utility and Contractor. MnDOT will respond with comments no later than 10 Working Days after receipt. Failure to execute a Work Order will not excuse any party's failure to perform any legal obligation.
- E. *Work Order Effective Date:* A Work Order and the obligations therein will be effective on the date MnDOT obtains all required signatures under Minnesota Statutes, section 16C.05, subdivision 2.
- F. *Notice of Completion:* Upon completion of the Utility Work, the party who performed it will provide a notice of completion to the other party.

VII. Performance of the Utility Work

All Utility Work must follow the terms of the Notice and Order and the Work Order. The Contractor and the Utility Owner may split the responsibilities for the design and construction elements of the Utility Work at any particular UDS location, or perform one or both of the elements itself, according to this section.

- A. *Responsible Party:* The Work Orders (Exhibits C(1) and C(2)) indicate which party will be responsible for designing and constructing the Utility Work at a particular UDS location. That party must complete all Utility Work pursuant to the Notice and Order.
- B. *Time of Essence:* Time is of the essence in the performance of any Utility Work.
- C. *Design*
 - 1. *Contractor Design:* The Contractor may design the Utility Work along with the Project Work if the Utility Owner so authorizes in a Work Order. The Contractor must complete the design according to the schedule in the Work Order. The design will be subject to the Utility Owner's Approval by execution of a Design Approval Letter (Exhibit D(1)). The Utility Owner will not unreasonably withhold this Approval.

2. *Utility Owner Design:* The Utility Owner may design the Utility Work according to a Work Order. The Utility Owner must complete the design according to the schedule in the Work Order. The design will be subject to the Contractor's Approval by execution of a Design Approval Letter (Exhibit (D(2))). The Contractor will not unreasonably withhold this Approval.

D. *Construction*

1. *Contractor Construction:* The Contractor may construct the Utility Work along with the Project Work if the Utility Owner so authorizes in a Work Order. The Contractor must complete the construction according to the schedule in the Work Order. The construction will be subject to the Utility Owner's Inspection and Approval by execution of a Construction Inspection Acceptance Letter (Exhibit E(1)). The Contractor must provide as-built plans of the Facilities to MnDOT and the Utility Owner no more than 90 Calendar Days after receiving the Construction Approval Letter (Exhibit E(3)). Notwithstanding anything in this MUA or Minnesota Rules, part 8810.330 to the contrary, the Utility Owner will not be liable for damages that result from the Contractor's failure to perform the Utility Work.
2. *Utility Owner Construction:* The Utility Owner may construct the Utility Work according to a Work Order. The Utility Owner must complete the construction according to the schedule in the Work Order. Construction will be subject to the Contractor's Inspection and Acceptance by execution of a Construction Inspection Acceptance Letter (Exhibit E(2)). The Utility Owner must provide as-built plans of the Facilities to MnDOT no more than 90 Calendar Days after receiving the Construction Acceptance Letter (Exhibit E(2)).
3. *Traffic Control:* The Contractor will, at its own cost, provide traffic control for any Utility Work, regardless of which party performs that Utility Work.
4. *Utility Owner to Perform Inspection:* The Utility Owner will Inspect any Utility Work that the Contractor constructs. The Utility Owner will coordinate Inspections with the Contractor.
 - a. The Utility Owner may Inspect the Contractor's construction Utility Work at any time. The Utility Owner will perform a final inspection no more than 30 Calendar Days (or another time period to which the parties agree) after the Contractor completes this work. The 30-Calendar-Day period (or other agreed period) will begin at the time the Contractor notifies the Utility Owner, in writing, that it has completed the Utility Work. If the Utility Work appears to meet the Technical Criteria/Standards/Requirements in Article II, the Utility Owner will provide the Contractor with a signed Construction Inspection

- Acceptance Letter (Exhibit E(1)) no more than 14 Calendar Days after its completion. The Utility Owner will have the right to reject Utility Work that does not meet the Technical Criteria/Standards/Requirements. If the Utility Owner rejects any of the Utility Work, it must notify the Contractor, in writing, of its grounds for rejection and provide suggestions for correcting any problems. The Utility Owner will review the revised Utility Work no more than 7 Calendar Days after receiving notice of its completion, unless the Work Order requires a different time period.
- b. At the time MnDOT conducts its final Inspection of the Project (or earlier if the parties so agree), MnDOT and the Contractor will give the Utility Owner a written notice providing the opportunity to perform a final Inspection of the Utility Work. If the Utility Owner determines that the completed Utility Work is consistent with the Technical Criteria/Standards/Requirements in Article II, it will provide the Contractor with a signed Construction Inspection Approval Letter (Exhibit E(3)). As part of the Inspection, the Contractor must provide the Utility Owner with a certification by a Minnesota-licensed Professional Engineer indicating that the Utility Work was constructed according to the Approved design and the Work Order requirements.
 - c. The Utility Owner's Inspection, Acceptance, and Approval of the Utility Work will not be construed as the Utility Owner's waiver of any Claim it may have under applicable law.
- E. *Permits:* The party responsible for constructing the Utility Work at a particular UDS location will be responsible for obtaining all necessary permits. These permits include the MnDOT Utility Permits and those from local authorities with jurisdiction over the Right of Way used for Utility Work outside the Project limits. All parties must cooperate in that process as needed. When the Contractor is responsible for the Utility Work, the Utility Owner and the Contractor agree to coordinate to prepare and submit the MnDOT Application for Utility Accommodation on Trunk Highway Right of Way, Form 2525 (Utility Permit), as necessary. To the extent practicable, all Utility Permits will be issued subsequent to the Final Design of the Utility Work for the respective Work Order.
- F. *Incidental Utility Work:* Regardless of which party is responsible for performing the Utility Work, the Contractor will be solely responsible for performing any Incidental Utility Work. Incidental Utility Work includes all In-Place/Out-of-Service Work and Protection In-Place of Facilities.
- G. *Prequalified Subcontractors/Subconsultants:* If the Contractor is responsible for designing and/or constructing the Utility Work, it must use a subcontractor or subconsultant that the Utility Owner has pre-qualified to perform that work or become prequalified itself. The Utility Owner will prepare and provide the Pre-Qualified

Consultants and Contractors List to MnDOT and the Contractor no more than seven Calendar Days after this MUA's execution. The Utility Owner will provide updates to the list as needed to MnDOT and the Contractor. If the Utility Owner does not provide a list, the Contractor may use other subcontractors or subconsultants. If the subcontractors or subconsultants on the list are not reasonably available, the Contractor may use other subcontractors or subconsultants upon receiving the Utility Owner's Approval.

VIII. Responsibility for Cost

- A. *General:* Applicable Laws of the State of Minnesota, including Minnesota Statutes, section 161.45 and 161.46, and Minnesota Rules, part 8810.3300, subpart 3 will determine cost responsibility between MnDOT and the Utility Owner.
- B. *Change in Contractor's Design:* Regardless of the initial cost responsibility, if the Contractor changes the design of a relocation to which the Utility Owner has agreed, and one of the parties has commenced that relocation, the Contractor will be responsible for paying the resulting cost.
- C. *Dispute Resolution:* If there is a Dispute concerning cost responsibility, the parties will attempt to resolve that Dispute according to the provisions of Article XVIII below. If a good faith Dispute continues after that attempt, and if MnDOT consents in writing, the parties will proceed with the Utility Work at MnDOT's cost, subject to MnDOT reserving all applicable legal and equitable rights to later pursue reimbursement, plus interest and costs, expenses, and damages, from the Utility Owner or the Contractor.
- D. *Depreciation:* Depreciation credit will only be allowed to MnDOT or the Contractor to the extent authorized by 23 CFR 645.117 (h)(2) for the depreciation or deterioration of replaced or altered Facilities.
- E. *Salvage*
 - 1. If the Contractor recovers materials when performing the Utility Work that no party will reuse, those materials will become the Contractor's property.
- F. *Betterments:* The Utility Owner is responsible for the cost of any Betterments to its Facilities.

IX. Payment

- A. *PAYMENT FOR RELOCATION WORK:* The State will determine the cost of the Utility Work on a contract-unit-price basis. The Utility Owner authorizes the State to pay the Contractor directly for the relocation work.

1. The Utility Owner agrees to pay the State the total cost it incurs to relocate the Facilities. The total cost will include:
 - a. The design engineering, construction and construction engineering cost, which consists of all of the Contractor's bid item costs to satisfactorily relocate the Facilities according to plans, specifications, and special provisions;
2. Upon execution of a Work order, the State will issue the Utility Owner an invoice for the amount specified in the cost schedule. Pursuant to Minnesota Statutes, section 161.46, subdivision 5, the Utility Owner will promptly reimburse the State for any relocation costs in which the federal government does not participate.

X. Betterment

- A. As MnDOT determines at its discretion, Betterment work may be eligible to be performed if:
 1. It is compatible with the Project Work;
 2. It would not Interfere with the Project Schedule; or
 3. Separating the Betterment work from any related Utility Work that the Contractor is responsible for performing is feasible.
- B. The Utility Owner will be responsible for the cost of any Betterments. If the Utility Owner wishes to include eligible Betterment work at a location where the Contractor is responsible for performing the Utility Work, the Utility Owner will negotiate the cost for that Betterment work directly with the Contractor. The Utility Owner must provide a copy of that lump sum amount or actual cost estimate to MnDOT.
 1. If the Utility Owner authorizes the Contractor to do the Betterment work, MnDOT, the Utility Owner, and the Contractor must execute a Work Order describing the terms and conditions of that work. Upon the execution of the Work Order, the Utility Owner will pay the negotiated price of the Betterment work to MnDOT. MnDOT will then add the Betterment work to the DB Contract with the Contractor.
 2. If the parties cannot agree to a lump sum cost for the Betterment work, the Contractor will perform the work on a time and materials basis pursuant to the DB Contract. The Utility Owner will pay MnDOT the total of costs actually incurred on that basis.

- a. If the Contractor performs the work on an estimated time and materials basis, and the actual costs for the work exceed the estimated amount, the Utility Owner will promptly pay those excess costs to MnDOT.
 - b. If the Contractor performs the work on an estimated time and materials basis, and the actual costs for the work are less than the estimated amount, MnDOT will promptly refund the remaining amount to the Utility Owner. MnDOT will make that refund no more than 30 Calendar Days after receiving an invoice and supporting documentation for that work.
3. If the Utility Owner does not accept the Contractor's offered price for the Betterment work, the Utility Owner may reject that price. The Utility Owner may then select a different contractor to perform the Betterment work, provided that the performance complies with the Contractor's Project schedule. The Utility Owner will, according to Minnesota Rules part 8810.3300, be responsible for claims and damages arising from the Utility Owner's failure to meet the deadline established in an applicable Notice and Order.

XI. Scheduling

- A. The performing party will complete any design, construction, and Inspection of Utility Work according to the schedule contained in the Work Order. The parties agree to negotiate the use of acceleration methods (e.g., imposing overtime work or importing contractors from outside the local area) in good faith if necessary to meet the Contractor's scheduling requirements. This clause will not be construed as giving a party unilateral authority to order acceleration, except that this clause will not remove MnDOT's authority (if any) under the Design-Build Contract to direct acceleration by the Contractor.
- B. Where the Utility Owner designs the Utility Work, the Contractor will review that design and respond no more than 14 Calendar Days after receiving it, unless the Work Order requires a different time period. If the design is consistent with the performance standards described herein, the Contractor must Approve it and notify MnDOT and the Utility Owner of its Approval within this time period. If the design does not meet performance standards, the Contractor must submit its comments to the Utility Owner and notify MnDOT within this time period.
- C. The Utility Owner will have the right to reject any design work that does not meet the Technical Criteria/ Standards/Requirements described in Section II. If it rejects any design work, the Utility Owner must immediately notify MnDOT and the Contractor, in writing, of its grounds for rejection and suggestions for correcting the problem. The Utility Owner will review the revised design work no more than 7 Calendar Days after receiving it, unless the Work Order requires a different time period.

- D. If the Utility Owner is constructing the Utility Work, it may not begin until it receives the executed Work Order. The Utility Owner must notify the Contractor when it will begin construction according to the time period in the Work Order.
- E. Where the Contractor performs the design for the Utility Work, the Utility Owner will review the Contractor's design no more than 14 Calendar Days after receiving it, unless the Work Order requires a different time period. If the design is consistent with the performance standards described herein, the Utility Owner must Approve it and notify MnDOT and the Contractor of the Approval within this time period. If the design does not meet performance standards, the Utility Owner must submit its comments to the Contractor and notify MnDOT within this time period. The Contractor may not begin construction of the Utility Work until it receives an executed Work Order.

XII. Deadlines and Delays

- A. No party will be liable for any delay or failure to meet any obligation in this MUA if that delay or failure is caused by "Force Majeure." Any delay or failure due to a Force Majeure will not constitute default.
- B. If the Utility Owner fails to meet a deadline, and that failure is not due to Force Majeure, the Utility Owner must pay MnDOT the actual documented costs and damages MnDOT incurs. The Utility Owner must also pay the Contractor the actual documented costs and damages the Contractor incurs because of the Utility Owner's delay. If the following conditions are satisfied, the Contractor will bear 100 percent of the risk of utility delays, up to an aggregate amount of 4 Calendar Days for the Project (regardless of how many of the Utility Owner's Facilities the Project affects):
 - 1. The Utility Owner has provided satisfactory evidence to MnDOT that it has fulfilled its obligation to coordinate with the Contractor to prevent such delays;
 - 2. The Utility Owner has attempted to negotiate a reasonable solution to the utility delay pursuant to Article XI.A, if applicable; and
 - 3. The Utility Owner has obtained, or is in a position to timely obtain, all applicable Approvals, authorizations, certifications, consents, exemptions, filings, leases, licenses, permits, registrations, options, and/or required rulings that are its responsibility to obtain.
- C. If any party fails to meet deadlines set in a Work Order, then any affected time deadlines for any other party's design, construction, and/or Inspection of the Utility Work will be revised accordingly.

XIII. Approvals and Acceptances

Any Acceptance, Approval, or other similar action (Approval) pursuant to the MUA:

- A. Must be in writing to be effective (unless deemed granted pursuant to Article XIII.C.).
- B. Will not be unreasonably withheld, conditioned, or delayed. If Approval is withheld, the approving party must, in writing, specifically state the reason for withholding or delaying Approval, and must identify, with as much detail as possible, what changes are required to the request for Approval.
- C. Approval between the Contractor and the Utility Owner will be deemed granted if the requesting party does not receive a response 14 Calendar Days after submitting the request, except where the DB Contract documents provide otherwise. The requesting party must send out requests for Approval according to Article XIV.

XIV. Authorized Agents and Notices

- A. *Authorized Agents:* The individuals below are authorized agents of MnDOT, the Utility Owner, and the Contractor. If a party wishes to designate a new or substitute Representative, it may do so in writing at any time.

For MnDOT:

Number 1

Name: Greg Asche
Title: Resident Engineer
Address: 2229 Pilot Knob Road
Mendota Heights, MN 55120
Email: greg.asche@state.mn.us
Phone: 651-775-1168

Number 2

Name: Brian Tomassoni
Title: Project Engineer
Address: 2229 Pilot Knob Road
Mendota Heights, MN 55120
Email: brian.tomassoni@state.mn.us
Phone: 651-775-1191

For the Utility Owner:

Number 1

Name: Joe Powers
Title: City Engineer
Address: 1901 E 66th St
Richfield, MN 55423
Email: jpowers@richfieldmn.gov
Phone: 612-861-9791

Number 2

Name: _____
Title: _____
Address: _____

Email: _____
Phone: _____
Fax: _____

For the Contractor:

Number 1

Name: _____
Title: _____
Address: _____

Email: _____
Phone: _____
Fax: _____

Number 2

Name: _____
Title: _____
Address: _____

Email: _____
Phone: _____
Fax: _____

- B. *Authority:* The individuals listed above will have the authority to sign/Approve Work Orders, inspect and reject services, Approve invoices for payment, and act otherwise for MnDOT, the Utility Owner, and the Contractor.

- C. *Notices:* Any notices that MnDOT, the Utility Owner, and the Contractor provide under this MUA may be e-mailed, faxed, hand delivered, or given by certified or registered mail to the individuals at the addresses set forth above. The sender will have the burden of confirmation of delivery of any faxed notices.

XV. Utility Ownership, Operation, and Maintenance

- A. The Utility Owner will be solely responsible for operating and maintaining its Facilities.
- B. Once the Utility Work is complete, the Utility Owner will be the owner of the Utility Work and must maintain the Facilities at its own expense. The Utility Owner must follow the terms of the Utility Permit when it performs any service or maintenance work. The Utility Owner may only open and disturb the trunk highway Right of Way without a Utility Permit in the case of an emergency that is dangerous to the public and requires immediate attention. Upon learning of an emergency, the Utility Owner must immediately notify the State Patrol. The Utility Owner must take all necessary and reasonable safety measures to protect the public and must cooperate fully with the State Patrol. In this event, the Utility Owner must request a permit from the proper authority no later than the following Working Day.

XVI. Continuity of Service

- A. All Facilities must remain fully operational during all phases of construction, except as the Utility Owner specifically allows or Approves in writing.
- B. To the greatest extent practicable, the Contractor must take measures to ensure that all of the Facilities remain operational at all times. The Work Order must describe any necessary interruptions of service, including shut downs and temporary diversions that the Utility Owner has Approved. If the Contractor is responsible for performing the Utility Work, the Contractor, at its own cost, must do the following to maintain continuity:
 - 1. Coordinate the schedule, design, construction, and Inspection of the Utility Work with the Utility Owner;
 - 2. Keep the Utility Owner fully informed about changes that may affect the Facilities;
 - 3. Include the Utility Owner when making decisions that affect the Facilities so that the Utility Owner can make arrangements to provide uninterrupted or minimally interrupted service to its customers; and

4. Comply with any additional, reasonable service continuity conditions described in the applicable Work Orders.

XVII. Damage to Facilities and Other Property

The Contractor and the Utility Owner must exercise due caution and care to avoid causing damage to the Facilities or the Project. The Contractor will be responsible for any damages it causes to the Utility Owner's property, Facilities, structures, or persons. The Utility Owner will be responsible for any damages it causes to the Contractor's property, facilities, structures, or persons. The damaging party must immediately notify the other party if any damage occurs and will be responsible for the repair or cost of that damage to the other party's reasonable satisfaction.

XVIII. Partnering

The DB Contract includes a section establishing a "partnering" process. That section is attached hereto as Exhibit G. Except where the terms of this MUA expressly exempt it, every disagreement between the Utility Owner and the Contractor, and/or between the Utility Owner and MnDOT (Dispute) arising under this MUA, is a Dispute subject to the terms of this section. When a Dispute arises, the Utility Owner and the other party(ies) to the Dispute must first attempt to informally resolve it.

- A. If the Dispute is between the Utility Owner and the Contractor, and the parties are unable to reach a mutually satisfactory resolution, either party may escalate the Dispute to the MnDOT project manager. If the MnDOT project manager is unable to resolve the Dispute to the parties' mutual satisfaction, the Utility Owner and the Contractor will attempt to resolve the matter through the partnering process.
- B. If the Dispute is between the Utility Owner and MnDOT, the Utility Owner and the MnDOT project manager must first attempt to informally resolve the Dispute. If the Utility Owner and the MnDOT project manager are unable to reach a mutually satisfactory resolution, the parties will attempt to resolve the matter through the partnering process.

XIX. Indemnification

- A. *Indemnification:* In its performance under this MUA or any subsequent Work Orders, the Utility Owner, its agent, and employees must indemnify, save, and hold MnDOT, its agents, and employees harmless from any claims or causes of action, including MnDOT's attorney's fees to the extent caused by the Utility Owner's:
 1. Intentional, willful, or negligent acts or omissions;
 2. Actions that give rise to strict liability; or

3. Breach of contract or warranty.

The indemnification obligations of this section do not apply if the claim or cause of action is the result of MnDOT's sole negligence. This clause will not be construed to bar any legal remedies the Utility Owner may have for MnDOT's failure to fulfill its obligation under this MUA.

- B. Workers Compensation: The Utility Owner certifies that its workers compensation insurance coverage complies with Minnesota Statutes, section 176.181, subdivision 2. The Utility Owner's employees and agents are not considered State employees. MnDOT is not responsible for any Claims asserted by the Utility Owner's employees, agents, subcontractors, or any third parties under the Minnesota Workers Compensation Act.

XX. Audits and Retention of Records

Pursuant to Minnesota Statutes, section 16C.05, subdivision 5, the Contractor's and the Utility Owner's books, papers, records, accounting records, documents, procedures, practices, and other material relevant to the Utility Work, including detailed records to support all bills it submits, are subject to audit by MnDOT and by the Legislative Auditor or State Auditor for six years after the date of Acceptance of the completed Utility Work. Each party, the Federal Highway Administration (FHWA), and any other agency that provides funding to MnDOT (including each agency's respective auditors) will have access and be entitled to audit all of these items during normal business hours upon reasonable notice to the party maintaining the records. MnDOT, the Contractor, and the Utility Owner must insert these requirements into any contracts they enter into for the utility work. MnDOT, the Contractor, and the Utility Owner must mutually agree upon any financial adjustments any audit finds necessary. If MnDOT, the Contractor, and the Utility Owner are unable to agree upon an adjustment, the parties must follow the process in Article XVIII of this MUA to resolve that adjustment.

XXI. Nondiscrimination

- A. The Utility Owner will comply with the United States Department of Transportation's nondiscrimination regulations. These regulations are in the current version of the Code of Federal Regulations, title 49, part 21. The Utility Owner must incorporate these regulations by reference in all contracts.
- B. Minnesota Statutes, section 181.59 and any applicable local ordinances pertaining to civil rights and nondiscrimination are considered part of this MUA.

XXII. Governing Terms

- A. *Third-Party Beneficiary:* There are no third-party beneficiaries to this MUA.
- B. *Waiver:* A party's failure to enforce a provision of this MUA does not waive the provision, or the party's right to subsequently enforce it.
- C. *Merger:* This MUA contains all negotiations and agreements between MnDOT, the Utility Owner, and the Contractor. No prior oral or written communications, understandings, or agreements may be used to bind either party.
- D. *Amendments:* Any amendment to this Agreement or any subsequent Work Orders must be in writing. An amendment will not be effective until the same parties who signed and Approved this MUA, or their successors in office, sign and approve the amendment.
- E. *No Liens:* The Contractor will keep the relocated Facilities free from any statutory or common law lien arising out of any utility work it performs, materials it furnishes, or obligations it incurs. The Utility Owner will keep the relocated Facilities, the Project, and the Right of Way free from any statutory or common law lien arising out of any Utility Work it performs, materials it furnishes, or obligations it incurs.
- F. *Governing Law, Jurisdiction, and Venue:* Minnesota Law, without regard to its choice-of-law provisions, governs the validity, interpretation, and enforcement of this MUA. Venue for legal proceedings arising out of this MUA, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- G. *Incorporation of Exhibits:* Exhibits A through G, which are attached to this MUA, are incorporated into this MUA.
- H. *Survival of Terms:* All clauses that impose obligations that are continuing in nature and that must survive in order to give effect to their meaning will survive the expiration or termination of this MUA. These clauses requiring survival include, but are not limited to: (I.F) Data Practices; (XV) Utility Ownership, Operation, and Maintenance; (XIX) Indemnification/Insurance; (XX) Audits and Retention of Records; and (XXIII.F) Governing Law, Jurisdiction, and Venue

The remainder of this page was left blank intentionally.

IN TESTIMONY WHEREOF, the parties have duly executed this Agreement by their duly authorized officers and caused their respective seals to be hereunto affixed.

CITY OF RICHFIELD

By: _____
Mayor

Date: _____

By: _____
City Manager

Date: _____

Utility Owner: City of Richfield

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION**

Department of Transportation

Recommended for Approval:

Approved:

By: _____
Metro Utility Coordinator

By: _____
Director, Office of Land Management

Date: _____

Date: _____

Department of Administration

By: _____

Date: _____

CONTRACTOR

By: _____

Its: _____

Date: _____

S.P. 2785-462 (T.H. 494)
Design-Build Project
Master Utility Agreement Number 1062054
With the City of Richfield
Exhibits

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EXHIBIT A

MUA Definitions

The following definitions apply to terms used in the MUA.

Accept:	To formally and conditionally determine, in writing, that a particular matter appears to conform to the requirements of the MUA.
Acceptance:	The written document that states that a party has accepted a specific matter.
Approval:	The written documentation that states that a party has approved a specific matter.
Approve:	To formally and conditionally determine, in writing, that a particular matter or item is good or satisfactory for the Project. This determination may be based on requirements beyond those in the MUA and may reflect specific preferences.
Applicable Laws:	All applicable federal and State laws, codes, ordinances, rules, regulations, judgments, decrees, directives, guidelines, policy requirements, and orders of any Governmental Person having jurisdiction over the Project or the Site, the practices involved in the Project or the Site, or any work or Utility Work a Utility Owner performs.
Betterment:	Any upgrade of a Utility Facility (e.g., increase in capacity) that is not attributable to the Project construction, and that the Utility Owner elects to perform for its sole benefit. Such an upgrade does not include a technological improvement if its cost is equal to or less than the cost of a "like for like" replacement or relocation. Using new materials in order to comply with current standards when performing Utility Work is not considered a betterment.
Calendar Day(s):	Every day shown on the calendar, beginning and ending at midnight.
Claim:	A separate demand by a Contractor or Utility Owner for either a time extension that MnDOT disputes, or a payment for damages arising from work that the Contractor or the Utility Owner performed under the Contract or MUA that MnDOT disputes. Upon its resolution, including a resolution by delivery of a Change Order or Contract amendment that all parties have signed, the claim will cease to be a Claim.
Contractor:	The Design-Build Contractor MnDOT engaged under the DB Contract to perform work, render services, and/or provide materials, equipment, or other property with respect to the design and construction of the Project.
DB Contract:	The Design-Build Contract between MnDOT and the Contractor for the Design-Build Project.
Dispute:	A disagreement between the Utility Owner and the Contractor, and/or the Utility Owner and MnDOT that arises under the MUA.
Facilities/Facility:	A privately, publicly, or cooperatively owned line, system, and or other utility item that produces, transmits, or distributes communications,

power, cable television, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, signal systems, and other products or services that serve the public, and/or a privately owned irrigation system. Any necessary appurtenances to each facility are considered part of it. This term excludes storm water facilities used for drainage of the roadway.

Final Design:	The final design for all or a portion of the Utility Work.
Force Majeure:	An event that is beyond MnDOT's, the Contractor's, or the Utility Owner's control, that due diligence and use of reasonable efforts could not have avoided or prevented, that materially and adversely affects a party's ability to meet its obligations under the Contract. It does not include events due to a party's acts or omissions. This term does not include normal weather, differing site conditions, MnDOT-directed changes, or any other matter for which the Contract Documents specify how liability or risk will be allocated between the parties, regardless of whether that matter is beyond a party's control.
Governmental Person:	Any federal, State, local, or foreign government; political subdivision; governmental, quasi-governmental, judicial, public, or statutory instrumentality; administrative agency; authority; body; or entity. The term includes other State agencies and subdivisions in addition to MnDOT.
In-Place/Out-of-Service Work:	The work necessary for a Utility Owner to decommission a Facility and its appurtenances that will not be removed. The Facility must be taken out of use using proper Utility Owner and/or industry procedures (e.g., flushing, capping, filling with grout or sand) or other procedures that MnDOT approves.
Inspect:	View or carefully observe the Utility Work.
Inspection:	The act of viewing or looking carefully at the Utility Work to verify whether it complies with the Technical Criteria and quality requirements in the MUA.
Interfere:	To perform any action or inaction that interrupts, delays, or damages the Project work.
Incidental Utility Work:	All work associated with the protection of existing Utility Facilities and In-Place/Out-of-Service Work that the Contractor deems necessary to accommodate the Project.
Master Utility Agreement:	An agreement among MnDOT, the Contractor, and a Utility Owner that provides a general framework for addressing Utility conflicts associated with the Project.
MnDOT:	Minnesota Department of Transportation
MUA:	<i>See Master Utility Agreement</i>
Notice & Order:	A document that is sent by the Utility Agreements and Permits Unit to all utility owners that are required to relocate, adjust, or remove their facilities as a result of proposed construction in accordance with Minnesota Statutes, sections 161.45 and 161.46.
Private Utility Owner:	Any owner or operator of a Utility that is not a governmental agency.
Project:	The Project Work under State Project Number 2785-462 in the Trunk Highway Number 494 right of way, as defined in Book1 of the Design-Build Contract.

Project Work:	All duties and services that the Contractor must provide pursuant to the Design-Build Contract, to achieve MnDOT's Final Acceptance. In certain cases, the term is also used to mean the products of the work performed under the Project.
Protection of Existing Utilities:	Any activity undertaken to avoid damaging a Facility that does not involve removing or relocating that Facility, (i.e., temporarily lifting power lines without cutting them is Protection of Existing Utilities, whereas temporarily moving power lines to another location after cutting them is a temporary Utility Relocation.
Public Utility Owner:	A municipality, county, or other political subdivision in the State of Minnesota that owns and operates a Utility Facility.
Representative:	An authorized individual who is responsible for administrative supervision of the Utility Work for the Project.
Right of Way:	The real property (including all estates and interests in real property) that is necessary to construct, operate, and maintain the highway. This term specifically excludes utility easements and Construction Easements.
Service Line:	A Utility Facility that connects an individual service location (e.g., a single family residence or an industrial warehouse) to another Utility Facility that connects one or more lines to a larger system. This term also includes any Utility Facility on public or private property that services structures located on that property.
State:	(1) The State of Minnesota acting through its elected officials and their authorized representatives; or (2) The State of Minnesota in the geographic sense.
Technical Criteria:	The criteria that the MUA establishes the minimum acceptable standards of quality, materials, and performance of the Utility Work. These criteria will be the basis for reviews, Final Acceptance, and Final Approval.
UDS:	<i>See Utility Design Sheet</i>
Utility Design Sheet:	A form the Contractor prepares to document the existing Utility Facility conditions and the final relocation recommendation to mitigate any potential conflict. After MnDOT, the Utility Owner, and the Contractor sign the form, the Contractor will attach it to the respective Work Order.
Utility Owner:	The public or private owner or operator of a Utility Facility.
Utility Permit:	The State's Utility Accommodation on Trunk Highway Right of Way, Form 2525, that any Governmental Person or Utility Owner must obtain for a Utility Relocation.
Utility Relocation:	The removal, relocation, and/or protection of an existing Utility Facility that is necessary for the Project. Relocation includes temporary service work.
Utility Work:	All work associated with utility relocations required by a MUA and/or a Work Order issued under it. The Utility Owner, the Contractor, or a subcontractor may perform this work.
Work Order:	An ordering agreement that authorizes a specific utility relocation and provides information and terms for that relocation. MnDOT, the Utility Owner, and the Contractor must enter into and execute a Work Order pursuant to a MUA.
Working Day(s):	Any Calendar Day, excluding Saturdays, Sundays, and holidays.

EXHIBIT B

MnDOT Design-Build Project Utility Design-Sheet

UTILITY DESIGN SHEET
Utility Owner: City of Richfield

Utility Owner #	Conflict #
-----------------	------------

☒ Public ☐ Private

SECTION TO BE COMPLETED PRIOR TO NEGOTIATION MEETING

Existing Condition

1. General Location: _____

2. Utility Type: ☐ Electric ☐ Gas ☐ Communications ☐ Water ☐ Sanitary
☐ Cable TV ☐ Other: _____

3. Location By: ☐ Utility Plat Maps ☐ Field Located & Surveyed: ☐ Yes ☐ No Pothole: ☐ Yes ☐ No

If Pothole, # _____ From: ☐ MnDOT Work or ☐ DBC Work SUE contractor used: _____

Station: _____ to Station: _____ Dist. From CL: _____ Rt. / Lt. _____

4. Utility Size & Materials: _____

5. Encased: ☐ No ☐ Yes, If So, Size & Material: _____

This Section Completed By DBC Rep.: _____ Date: _____

SECTION TO BE COMPLETED AT NEGOTIATION MEETING

Proposed Resolution

1. DBC Recommends Utility be: ☐ Left Alone ☐ Modified ☐ Removed ☐ Relocated
☐ Upgraded ☐ Abandoned

Conflict With: _____

2. This Utility May Be Modified/Relocated To: _____

Station: _____ **to Station:** _____ **Dist. from CL:** _____ **Rt./Lt.** _____

3. Utility In: ☐ MnDOT R/W ☐ Other Public R/W ☐ Easement (attach copy) ☐ Not in R/W

4. Who Will Do the Design? ☐ Utility Owner (UO) ☐ Design-Build Contractor (DBC)

5. Who Will Do Construction/Relocation? ☐ Utility Owner (UO) ☐ Design-Build Contractor (DBC)

6. UO To Perform Inspection? ☐ No ☐ Yes, If So, Conditions: _____

7. Number of Days Required For Prior Notification by DBC For Construction Relocation by UO: _____ Days

8. Number of Days Required to Complete Design: _____ Days; Construction: _____ Days

9. Any Construction Details Unique to This Location? ☐ No ☐ Yes, Describe: _____

10. Utility Can Only Be Disconnected For: _____ Days/Hours

11. Other Proposed Action: _____

12. Detailed Plan Sheet Attached

This Section Completed By: MnDOT _____ UO _____ DBC _____ Date: _____

EXHIBIT C(1)

Design Work Order for a Master Utility Agreement (MUA)

Utility Owner: City of Richfield	
MUA 1062054 UDS Number _____	
Work Order Number _____	Date: _____
Work Order Revision Number _____	Date: _____
<u>Location/Description of Work</u>	
The UDS (Attachment A) describes the location of the Utility Design Work for this Work Order. General description of the Utility Design Work for this Work Order: _____ _____ _____	
<u>Allocation of Responsibility for Utility Design Work</u>	
<u>Responsible Party:</u> by Contractor: _____ by Utility Owner: _____ by Other (explain): _____	
<u>Cost Responsibility for the Design for UDS Number</u>	
MnDOT pays \$_____ to Utility Owner/Contractor Utility Owner pays \$_____ to MnDOT/Contractor ☐ Lump Sum \$_____ OR ☐ Actual Cost not to exceed \$_____	

Schedule for the Design for UDS Number

Start Date: _____

Completion Date (CD): _____

Review: No more than _____ days after the CD

For MnDOT Internal Accounting Purposes Only

MUA Encumbrance: \$ _____

MnDOT Costs incurred under: MUA \$ _____ and/or

DB Contract \$ _____

Total Costs to Date: MUA \$ _____ and/or

DB Contract \$ _____

Remaining MUA Balance: \$ _____

This Work Order is entered into and among MnDOT, the Utility Owner, and the Contractor to implement part of Master Utility Agreement Number 1062054 (MUA). All MUA provisions and attachments are incorporated into this Work Order by this reference. All Utility Work must conform to the MUA and this Work Order. In the event of an inconsistency, this Work Order will prevail. This Work Order, including the information on the face page(s) attached to it, authorizes the Utility Work described herein.

I. The Utility Design Work

- A. The Responsible Party will:
 - 1. Perform the design work described on the face page of this Work Order; and
 - 2. Complete the design work according to the schedule on the face page of this Work Order.
- B. The Responsible Party's design:
 - 1. Must be substantially consistent with the Preliminary Plan in Attachment B and the standards and specifications in Attachment C;
 - 2. Be compatible with the Project plans; and
 - 3. Is subject to the review and Approval of the Utility Owner and the Contractor according to the timeframes herein.

II. Cost

- A. *Estimate*: The Responsible Party prepared a cost estimate for the Utility Design Work on a lump sum or actual cost basis.
- B. *Billing and Payment*: If the Contractor performs the Utility Design Work, and the Utility Owner approves it, MnDOT will reimburse the Contractor according to the procedure in the DB Contract. If the Utility Owner performs the Utility Design Work, MnDOT will make reimbursement according to the terms of the MUA.
- C. *MnDOT's Cost Responsibility*
 - 1. [USER NOTE: Choose one of the following three options:] The State may pay the costs of the Utility Design Work that pertains to Facilities that are located where the Utility Owner has a real property interest. /or/ The State may pay the costs of the Utility Design Work that takes place because the Project is on interstate Right of Way. /or/ The State may pay the costs of the Utility Design Work that qualifies as a First Move.
 - 2. [USER NOTE: Choose one of the following three options:] The cost of the Utility Design Work (excluding Betterments) was included in the DB Contract price. /or/ MnDOT will pay a lump sum amount of \$ to the [USER NOTE: Choose one of two options:] Utility Owner /or/ Contractor for the Utility Design Work. /or/ MnDOT will pay the [USER NOTE: Choose one of two options:] Utility Owner /or/ Contractor the actual costs it incurs, in an amount not to exceed \$.
 - 3. MnDOT's total obligation under this Work Order must not exceed \$.
- D. *Utility Owner's Cost Responsibility*
 - 1. The Utility Owner will reimburse [USER NOTE: Choose one of the following two options:] MnDOT /or/ the Contractor for the costs of the Utility Design Work.
 - 2. [USER NOTE: Choose one of the following three options:] The cost of the Utility Design Work (excluding Betterments) was included in the DB Contract price. /or/ The Utility Owner will pay [USER NOTE: Choose

one of the following two options:] MnDOT /or/ the Contractor a lump sum amount of \$ for the Utility Design Work. /or/ The Utility Owner will pay [USER NOTE: Choose one of the following two options:] MnDOT /or/ the Contractor the actual costs it incurs, in an amount not to exceed \$.

III. Betterments

- A. [USER NOTE: Choose one of the following two options:] The Utility Design Work does not include any Betterment. /or/ The Utility Design Work includes Betterment due to with an estimated cost of \$. /or/ MnDOT and the Utility Owner have not determined if the Utility Design Work will include Betterment or have not determined the amount of the Betterment. MnDOT and the Utility Owner will revise this Work Order as necessary.
- B. The Utility Owner will be responsible for 100 percent of the cost of any Betterment. The Utility Owner will credit MnDOT for the actual costs of any Betterment and any salvage value or retirement value from the Facilities.

IV. Contractor-Noted Requirements

IN WITNESS WHEREOF, MnDOT, the Utility Owner, and the Contractor have executed this Work Order as of the date set forth on the face page of this Work Order.

Utility Owner:

By: _____ Date: _____
Print Name: _____
Title: _____

Contractor:

By: _____ Date: _____
Print Name: _____
Title: _____

MnDOT:

Recommended for Approval:	Approved:
By: _____ Design-Build Project Manager	By: _____ Director, Office of Land Management
Date: _____	Date: _____

Department of Administration
(with delegated authority)

By: _____

Date: _____

State Encumbrance Verification
Not applicable

EXHIBIT C(2)

Construction Work Order for a Master Utility Agreement (MUA)

Utility Owner: City of Richfield	
MUA 1062054	UDS Number _____
Work Order Number _____	Date: _____
Work Order Revision Number _____	Date: _____
<u>Location/Description of Work</u>	
The UDS (Attachment A) describes the location of the Utility Construction Work for this Work Order.	
General description of the Utility Design Work for this Work Order:	

<u>Allocation of Responsibility for Utility Construction Work</u>	
<u>Responsible Party:</u> by Contractor: _____	
by Utility Owner: _____	
by Other (explain): _____	
<u>Cost Responsibility for the Construction for UDS Number _____</u>	
MnDOT pays \$_____ to Utility Owner/Contractor	
Utility Owner pays \$_____ to MnDOT/Contractor	
☐ Lump Sum \$_____ OR	
☐ Actual Cost not to exceed \$_____	

Schedule for the Construction for UDS Number _____

Start Date: _____

Completion Date (CD): _____

Review: No more than _____ days after the CD

MnDOT Contacts

Primary Contact: _____

Telephone: _____ Email: _____

Backup Contact: _____

Telephone: _____ Email: _____

For MnDOT Internal Accounting Purposes Only

MUA Encumbrance: \$ _____

MnDOT Costs incurred under: MUA \$ _____ and/or

DB Contract \$ _____

Total Costs to Date: MUA \$ _____ and/or

DB Contract \$ _____

Remaining MUA Balance: \$ _____

This Work Order is entered into and among MnDOT, the Utility Owner, and the Contractor to implement part of Master Utility Agreement Number 1062054 (MUA). All MUA provisions and attachments are incorporated into this Work Order by this reference. All Utility Work must conform to the MUA and this Work Order. In the event of an inconsistency, this Work Order will prevail. This Work Order, including the information on the face page(s) attached to it, authorizes the Utility Work described herein.

I. The Utility Construction Work

- A. The Responsible Party's construction must substantially conform to the final Approved design plan.
- B. The Responsible Party will:
 - 1. Notify MnDOT at least 48 hours before beginning work to allow MnDOT to perform its construction oversight responsibilities pursuant to the MUA;
 - 2. Perform the construction work described on the face page of this Work Order; and
 - 3. Complete the construction work according to the schedule on the face page of this Work Order.
 - 4. Obtain a "Construction Inspection Approval Letter" from the other party no more than 7 Calendar Days after completing the construction work.

II. Cost

- A. *Estimate:* The Responsible Party prepared a cost estimate for the Utility Design Work on a lump sum or actual cost basis.
- B. *Billing and Payment:* If the Contractor performs the Utility Design Work, and the Utility Owner approves it, MnDOT will reimburse the Contractor according to the procedure in the DB Contract. If the Utility Owner performs the Utility Design Work, MnDOT will make reimbursement according to the terms of the MUA.
- C. *MnDOT's Cost Responsibility*
 - 1. [USER NOTE: Choose one of the following three options:] The State may pay the costs of the Utility Construction Work that pertains to Facilities that are located where the Utility Owner has a real property interest. /or/ The State may pay the costs of the Utility Construction Work that takes place because the Project is on interstate Right of Way. /or/ The State may pay the costs of the Utility Construction Work that qualifies as a First Move.
 - 2. [USER NOTE: Choose one of the following three options:] The cost of the Utility Construction Work (excluding Betterments) was included in the DB Contract price. /or/ MnDOT will pay a lump sum amount of \$ to the [USER NOTE: Choose one of two options:] Utility Owner /or/ Contractor for the Utility Construction Work. /or/ MnDOT will pay the [USER NOTE: Choose one of two options:] Utility Owner /or/ Contractor the actual costs it incurs, in an amount not to exceed \$.
 - 3. MnDOT's total obligation under this Work Order must not exceed \$.
- D. *Utility Owner's Cost Responsibility*
 - 1. The Utility Owner will reimburse [USER NOTE: Choose one of the following two options:] MnDOT /or/ the Contractor for the costs of the Utility Construction Work.
 - 2. [USER NOTE: Choose one of the following three options:] The cost of the Utility Construction Work (excluding Betterments) was included in the DB Contract price. /or/ The Utility Owner will pay [USER NOTE: Choose one of the following two options:] MnDOT /or/ the Contractor

a lump sum amount of \$ _____ for the Utility Construction Work. /or/ The Utility Owner will pay [USER NOTE: Choose one of the following two options:] MnDOT /or/ the Contractor the actual costs it incurs, in an amount not to exceed \$ _____.

III. Betterments

- A. [USER NOTE: Choose one of the following two options:] The Utility Construction Work does not include any Betterment. /or/ The Utility Construction Work includes Betterment due to _____ with an estimated cost of \$ _____. /or/ MnDOT and the Utility Owner have not determined if the Utility Construction Work will include Betterment or have not determined the amount of the Betterment. MnDOT and the Utility Owner will revise this Work Order as necessary.
- B. The Utility Owner will be responsible for 100 percent of the cost of any Betterment. The Utility Owner will credit MnDOT for the actual costs of any Betterment and any salvage value or retirement value from the Facilities.

IV. Contractor-Noted Requirements

[illegible]

IN WITNESS WHEREOF, MnDOT, the Utility Owner, and the Contractor have executed this Work Order as of the date set forth on the face page of this Work Order.

Utility Owner:

By: _____ Date: _____

Print Name: _____

Title: _____

Contractor:

By: _____ Date: _____

Print Name: _____

Title: _____

MnDOT:

Recommended for Approval:

Approved:

By: _____
Design-Build Project Manager

By: _____
Director, Office of Land Management

Date: _____

Date: _____

Department of Administration
(with delegated authority)

By: _____

Date: _____

State Encumbrance Verification
Not applicable

EXHIBIT D(1)

Utility Owner's Design Approval Letter

THIS DESIGN APPROVAL LETTER (Letter) is for the City of Richfield's (Utility Owner's) execution. By executing this Letter, the Utility Owner indicates its Approval of the Utility Design Work that the Contractor performed. The table below specifically describes the Utility Design Work to be Approved.

The Contractor performed this Utility Design Work as part of MUA 1062054, which was entered into among MnDOT, the Utility Owner, and the Contractor.

Utility Owner: City of Richfield	
MUA 1062054	UDS Number _____
Work Order Number _____	Date: _____
Work Order Revision Number _____	Date: _____

UTILITY OWNER'S APPROVAL SIGNATURE

By signing below, the Utility Owner's authorized Representative indicates that the Contractor performed the Utility Design Work according to all applicable MUA standards and Work Order requirements. The Utility Owner hereby Approves the Contractor's completed Utility Design Work.

Utility Owner: _____

Signature: _____

Date: _____

If the Utility Owner will be performing the Construction Utility Work, then the Contractor will issue a notice to proceed to the Utility Owner for that Construction Utility Work once the Utility Owner signs this letter.

If the Utility Owner will not sign this letter, it must state its basis for not approving the Utility Design Work: _____

cc: MnDOT
Contractor

EXHIBIT D(2)

Contractor's Design Approval Letter

THIS DESIGN APPROVAL LETTER (Letter) is for the Contractor's execution. By executing this Letter, the Contractor indicates its Approval of the Utility Design Work that the City of Richfield (Utility Owner) performed. The table below specifically describes the Utility Design Work to be Approved.

The Utility Owner performed this Utility Design Work as part of MUA 1062054, which was entered into among MnDOT, the Utility Owner, and the Contractor.

Utility Owner: City of Richfield	
MUA 1062054	UDS Number _____
Work Order Number _____	Date: _____
Work Order Revision Number _____	Date: _____

CONTRACTOR'S APPROVAL SIGNATURE

By signing below, the Contractor's authorized Representative indicates that the Utility Owner performed the Utility Design Work according to all applicable MUA standards and Work Order requirements. The Contractor hereby Approves the Utility Owner's completed Utility Design Work.

Contractor: _____

Signature: _____

Date: _____

If the Utility Owner will be performing the Construction Utility Work, then the Contractor will issue a notice to proceed to the Utility Owner for that Construction Utility Work once he signs this letter.

If the Contractor will not sign this letter, it must state its basis for not approving the Utility Design

Work: _____

cc: MnDOT
Utility Owner

EXHIBIT E(1)

Utility Owner's Construction Inspection Acceptance Letter

THIS CONSTRUCTION INSPECTION ACCEPTANCE LETTER (Letter) is for the City of Richfield's (Utility Owner's) execution. By executing this Letter, the Utility Owner indicates its Acceptance of the Utility Construction Work that the Contractor performed. The table below specifically describes the Utility Construction Work to be Accepted.

The Contractor performed this Utility Construction Work as part of MUA 1062054, which was entered into among MnDOT, the Utility Owner, and the Contractor.

Utility Owner: City of Richfield	
MUA 1062054	UDS Number _____
Work Order Number _____	Date: _____
Work Order Revision Number _____	Date: _____

UTILITY OWNER'S APPROVAL SIGNATURE

By signing below, the Utility Owner's authorized Representative indicates that the Contractor performed the Utility Construction Work according to all applicable MUA standards and Work Order requirements. The Utility Owner hereby Accepts the Contractor's completed Utility Construction Work.

Utility Owner: _____

Signature: _____

Date: _____

If the Utility Owner will not sign this letter, it must state its basis for not approving the Utility

Construction Work: _____

cc: MnDOT
Contractor

EXHIBIT E(2)

Contractor’s Construction Inspection Acceptance Letter

THIS CONSTRUCTION INSPECTION ACCEPTANCE LETTER (Letter) is for the Contractor’s execution. By executing this Letter, the Contractor indicates its Acceptance of the Utility Construction Work that the Utility Owner performed. The table below specifically describes the Utility Construction Work to be Approved.

The Utility Owner performed this Utility Construction Work as part of MUA 1062054, which was entered into among MnDOT, the Utility Owner, and the Contractor.

Utility Owner: City of Richfield	
MUA 1062054	UDS Number _____
Work Order Number _____	Date: _____
Work Order Revision Number _____	Date: _____

CONTRACTOR’S ACCEPTANCE SIGNATURE

By signing below, the Contractor’s authorized Representative indicates that the Utility Owner performed the Utility Construction Work according to all applicable MUA standards and Work Order requirements. The Contractor hereby Accepts the Utility Owner’s completed Utility Construction Work.

Contractor: _____

Signature: _____

Date: _____

If the Contractor will not sign this letter, it must state its basis for not approving the Utility

Construction Work: _____

cc: MnDOT
Utility Owner

EXHIBIT E(3)

Utility Owner’s Construction Inspection Approval Letter

THIS CONSTRUCTION INSPECTION APPROVAL LETTER (Letter) is for the City of Richfield’s (Utility Owner’s) execution. By executing this Letter, the Utility Owner indicates its Approval of the Utility Construction Work that the Contractor performed. The table below specifically describes the Utility Construction Work to be Approved.

The Contractor performed this Utility Construction Work as part of MUA 1062054, which was entered into among MnDOT, the Utility Owner, and the Contractor.

Utility Owner: City of Richfield	
MUA 1062054	UDS Number _____
Work Order Number _____	Date: _____
Work Order Revision Number _____	Date: _____

UTILITY OWNER’S APPROVAL SIGNATURE

By signing below, the Utility Owner’s authorized Representative indicates that the Contractor performed the Utility Construction Work according to all applicable MUA standards and Work Order requirements. The Utility Owner hereby Approves the Contractor’s completed Utility Construction Work.

Utility Owner: _____

Signature: _____

Date: _____

If the Utility Owner will not sign this letter, it must state its basis for not approving the Utility

Construction Work: _____

cc: MnDOT
Contractor

EXHIBIT F

City of Richfield Resolution

IT IS RESOLVED that the City of Richfield is authorized to enter into the Master Utility Agreement (MUA), MnDOT Agreement Number 1062054, applicable to the State Project Number 2785-462 on Trunk Highway Number 494, with the State of Minnesota, Department of Transportation for the following purposes:

To cooperate with the Contractor to coordinate all utility relocation issues for State Project Number 2785-462 on Trunk Highway Number 494.

IT IS FURTHER RESOLVED that the following individuals are certified to execute the MUA and any amendments to it:

(Title)

(Title)

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution that the Council of the City of Richfield adopted at an authorized meeting held on the

_____ day of _____, **Year**, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this

_____ day of _____, **Year**

Notary Public _____

My Commission Expires _____

NOTARY
STAMP

(Signature)

(Type or Print Name)

(Title)

City of Richfield Resolution

IT IS RESOLVED that the City of Richfield enter into MnDOT Agreement Number 1062054 with the State of Minnesota, Department of Transportation for the following purposes:

To provide payment by the _____ to the State of Minnesota, Department of Transportation for the Betterment the City has requested. This Betterment work consists of

_____, along and adjacent to Trunk Highway Number 494 from _____
_____ to _____.

IT IS FURTHER RESOLVED that the City agrees

[to provide the total negotiated lump sum cost of the Betterment work to MnDOT no more than 30 calendar days after certifying this Resolution, and that]

[to provide the total estimated cost of the Betterment work to MnDOT no more than 30 calendar days after certifying this resolution. The City also agrees to pay MnDOT any actual costs that exceed the estimate, and that the following individuals are certified to execute the Agreement and any amendments to it.

Title

Title

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution that the Council of the City of Richfield adopted at an authorized meeting held on the

_____ day of _____, Year, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this _____ day of _____, Year

Notary Public _____

My Commission Expires _____

NOTARY
STAMP

(Signature)

(Type or Print Name)

(Title)

EXHIBIT G

Design-Build Contract Section 19

19 PARTNERING, CLAIMS FOR ADJUSTMENT AND DISPUTES

19.1 Partnering *{Use if applicable}*

The Contractor, MnDOT, and stakeholders shall enter into a procedure for Partnering as identified within this Section 19. The use of a third party facilitator is not required.

Within seven Days after NTP1, the Contractor shall arrange a Partnering meeting between the Contractor, MnDOT, and key stakeholders. This meeting will establish:

- Communication procedures
- A dispute resolution process, including the development of a dispute resolution ladder
- A partnering checklist to be reviewed at project meetings (if applicable). The checklist should contain items such as quality, communication, issue resolution, team and work relationships, and schedule

The partnering process will continue as part of the regularly scheduled project meetings or at events that require additional partnering sessions. These meetings should include primarily Project-level personnel with frequent visits from both MnDOT and Contractor middle management. The meetings should review the partnering checklist and identify actions that need to be escalated up the dispute resolution ladder. All costs associated with partnering shall be incidental.

If the Contractor and MnDOT determine that a third party facilitator would enhance the Partnering process, the Contractor shall make all arrangements to hire a Partnering facilitator and provide a suitable meeting location for the workshops. The length of time devoted to the workshop, along with the content for the workshop, will be determined by a cooperative effort between the Contractor and MnDOT. MnDOT and the Contractor will mutually select the Partnering facilitator. All costs associated with the Partnering workshops using a Partnering facilitator will be shared equally between MnDOT and the Contractor. No additional allowance will be provided to the Contractor for the cost associated with paying these bills and submitting the bills to MnDOT for later partial reimbursement.

19.1.1. Partnering Participants

This Contract will require a full-time partnering effort involving Executive Management, Project Management, Project Task Force and others. Participation is required by the agencies involved. Partnering between MnDOT and Contractor has proven to improve the probability of meeting each party's Project goals. The parties shall attempt to resolve disputes through partnering between appropriate representatives of MnDOT and Contractor (including, where appropriate, any Subcontractor) at the following levels:

- (a) Project Task Force Teams
 1. MnDOT chief inspectors and project engineers/supervisors
 2. Contractor's and subcontractors' project supervisors and technical area supervisors
 3. Utilities and other third parties
 4. Permitting and government agencies
- (b) Project Management Team
 1. MnDOT's Project Manager, deputy project managers
 2. Project manager, deputy project managers and design manager
 3. Utilities and other third parties
 4. Permitting and government agencies
- (c) Executive Management Team
 1. MnDOT's Project Manager, Assistant District Engineer, and other MnDOT staff as needed.

2. Contractor and major subcontractor management
3. FHWA Division Administration

Team members at each level will be established at the Initial Partnering Meeting. The levels listed above are meant to be broad descriptions of the required levels needed for effective issue resolution. Additional levels or specific task force teams can be added, as appropriate.

To resolve issues in a timely and effective manner, representatives of the parties shall meet regularly and explore resolution for each issue at the lowest level possible (i.e., Project Task Force Team first, Project Management Team next, and Executive Management Team last). If both parties determine, in good faith, that effective resolution is not possible at the current level, then the issue will be elevated to the next level in the partnering process. If both parties make such a determination during partnering at the Executive Management Team level, then the dispute will be elevated in accordance with Section 19.2.

19.1.2 Partnering Workshops

19.1.2.1. Initial Partnership Meeting

The initial partnering meeting will occur within 30 Calendar Days of NTP1. This meeting will be facilitated by the Partnering Facilitator. At this session, all representatives from each party at each level shall attend. The participants will develop the teams at each level, develop the list of goals for the Project, establish a dispute resolution ladder and process, and develop project goals evaluation tools.

19.1.2.2. Project Goals Evaluation

The Project Goals determined at the initial partnering meeting will be evaluated on a monthly basis. This evaluation will be sent to participants at all levels in the Partnering Process. The evaluation will ask each participant to rate how effective the teams are in meeting each of the project goals. The rating system will be determined by the parties in conjunction with the Partnering Facilitator. Space will be provided on the evaluation form to allow participants to include additional written comments and details about the effectiveness of meeting the project goals. The evaluations will be submitted, compiled and the results distributed by the Partnering Facilitator. The participants will determine whether the evaluations will be anonymous at the initial partnering meeting.

19.1.2.3. Project Task Force Team Meetings

Informal partnering sessions without the facilitator will be required frequently during the duration of the Project at the Project Task Force level. These sessions will involve members of the Project Task Force teams and/or members of the Project Management teams. These sessions can be in the form of weekly Project update meetings or field reviews by team members. The goal of these meetings should not only provide an update on the Project, but include discussions on Quality, Communication, Issue Resolution, Team and Work Relationships, and Schedule. Each meeting should review outstanding issues discussed at previous partnering sessions.

19.1.2.4. Executive Management Team Meetings

Formal partnering sessions at the Executive Management level without the facilitator will be held monthly during the duration of the Project. These sessions will involve members of the Executive Management teams. The Agenda for these will be agreed upon by both parties prior to each meeting. The Agenda for each meeting shall include discussion of issues that have been agreed to be raised from the Project Management Team level. The goal of these meetings should not only provide an update on the Project, but include discussions on Safety, Quality, Communication, Issue Resolution, Team and Work Relationships, and Schedule. Each meeting will review outstanding issues discussed at previous partnering sessions. Each meeting will also include a review and discussion of the monthly project goals evaluations.

19.1.2.5. Quarterly Partnership Meetings

Formal facilitated partnering workshops will be conducted at quarterly intervals throughout the Project and at the times of critical events (as agreed upon by each party). The workshops will include all Project Task Force, Project Management and Executive Management Teams. The partnering workshops will include the Partnering Facilitator to guide the partnering process.

Each partnering session will review the major topics related to the Project. Topics should include: Quality, Communication, Issue Resolution, Team and Work Relationships, Schedule and any other topics that the teams feel are important to the success of the Project. Each meeting will also include a review and discussion of the monthly project goals evaluations. The Partnering Facilitator will prepare minutes of the meetings and circulate for comments, revisions, and/or approval of all parties.

Both MnDOT and the Contractor will submit agenda items to the facilitator in advance of each quarterly partnering workshop. The agenda shall generally include the following:

- (a) Opening remarks by MnDOT, FHWA and Contractor Executive Management.
- (b) A description by Contractor of Work accomplished since the last meeting, current status of the current Monthly Progress Update, schedule for future Work, potential issues and status of past issues.
- (c) Discussion by MnDOT of the Work schedule as MnDOT views it, potential issues, and status of past issues.
- (d) Review of monthly project goals evaluations.
- (e) Discussion regarding the major topics on the Agenda or raised at the meeting.
- (f) Setting date for next meeting.

All issues discussed during the Partnering Workshop shall be documented in the minutes. Any issue not resolved at the Workshop shall have an agreed-upon issue resolution timeline. For each of these issues identified for resolution, the participants from each affected party required to resolve the issue and the schedule to resolve the issue will be determined and recorded to ensure the issue is resolved in an effective and timely manner. These participants will report on the issue resolution at the next quarterly partnering workshop.

19.2 Disputes

This Section 19 shall not preclude the Contractor from notifying MnDOT in writing, of issues or potential issues as those issues come up.

19.3 Costs

See Section 19.1.

19.4 Claims for Compensation Adjustment and Disputes

If issue resolution efforts through Partnering are not successful, disputes shall be resolved through DBS-1517 and Standard Specification 1517.

RESOLUTION NO. XXXXX

Motion by:

Seconded by:

**RESOLUTION AUTHORIZING MAYOR AND CITY MANAGER
TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION (MnDOT)
MASTER UTILITY AGREEMENT NO. 1062054, APPLICABLE TO STATE PROJECT NUMBER
2785-462 ON TRUNK HIGHWAY NUMBER 494**

BE IT RESOLVED, that the City of Richfield is authorized to enter into the Master Utility Agreement (MUA), MnDOT Agreement Number 1062054, applicable to State Project Number 2785-462 on Trunk Highway Number 494, with the State of Minnesota, Department of Transportation for the following purposes:

To cooperate with the Contractor to coordinate all utility relocation issues for State Project Number 2785-462 on Trunk Highway Number 494.

BE IT FURTHER RESOLVED, that the Mayor and the City Manager are authorized to execute the Agreement and any amendments to the Agreement.

Adopted by the City Council of the City of Richfield, Minnesota this 28th day of July, 2026.

VOTING AYE

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

VOTING NAY

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

Mary B. Supple, Mayor

ATTEST:

Michelle Friedrich, City Clerk

CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by the City Council of City of Richfield at a duly authorized meeting thereof held on the 28th day of July, 2026 as shown by the minutes of said meeting in my possession.

Michelle Friedrich, City Clerk

Notary Public
My Commission expires _____



Report Prepared By:

Michelle Friedrich, City Clerk

Department Director:

Sack Thongvanh, Assistant City Manager

Item for Consideration:

Consider Adoption of the Hennepin County Elections Emergency/Continuity Plan.

EXECUTIVE SUMMARY

The City of Richfield Elections Division works closely with our public safety partners, Hennepin County Elections, and the Minnesota Secretary of State's Office to prepare for safe, secure, and accessible elections. Hennepin County has developed an emergency plan for cities located within Hennepin County to adopt and use as an emergency response plan. The Hennepin County Elections Continuity Plan will serve as the elections emergency response/continuity plan in case of unexpected circumstances that require a change in the standard operating procedures on Election Day. The purpose of the emergency response/continuity plan is to provide guidance for the general safety of election staff and security of polling locations, while maintaining the integrity of the election. The elections emergency response/continuity plan shall be distributed to the head judge of each polling place, and reviewed and updated prior to each state general election by the city clerk. The document and its contents shall be considered sensitive but unclassified. The 2026 Hennepin County Election Continuity Plan is not for public use or disclosure and should be stored securely with the lead Election Administrator at the City.

Per Minnesota Statutes Sec. 204B.181, Subd. 2, the Secretary of State's office requires counties within Minnesota to have an emergency plan in place for every polling place. Hennepin County submitted the 2026 Hennepin County Elections Emergency Plan to the Minnesota Secretary of State's Office. Cities in Hennepin County can adopt the Elections Continuity Plan or create their own. Hennepin County has created the materials needed for cities to adapt this plan for their own use. The attached continuity plan will provide guidance in the event of emergencies, including, but not limited to, medical emergencies, severe weather/natural disasters, electrical outages, etc. The City has incorporated additional procedures to address unexpected disruptions that may occur at city polling places.

RECOMMENDED ACTION

By Motion: Adopt the Hennepin County Elections Emergency/Continuity Plan.

HISTORICAL CONTEXT

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.)

Under Minnesota State Statutes § 204B.181, Subd. 2, the county and local election officials are authorized to develop a county elections emergency plan for use in state, county, municipal, and school district elections. The statute also authorizes cities, towns, and school districts to adopt their own local elections emergency plan that meets the statutory requirements. Hennepin County developed a county elections emergency plan in direct coordination with the Secretary of State, local municipalities, and emergency management to secure ballots and ensure public notification. The localized, county-wide plan mandates strict protocols for polling place relocations, disability accommodations, and ballot security during unforeseen disruptions.

CRITICAL TIMING ISSUES

The adoption of the elections emergency plan by counties and local municipalities is a requirement per Minnesota State Statute § 204B.181, Subd. 2, and establishes local procedures to ensure the continuity of election administration during emergencies while maintaining compliance with state election law, preserving ballot integrity, protecting voter access, and coordinating with county election officials and emergency management partners. The plan does not alter statutory election requirements or the authority of the county election official but provides operational procedures for implementing those requirements during emergency conditions.

FINANCIAL IMPACT

None.

LEGAL CONSIDERATIONS

The adoption of the elections emergency plan by counties is a requirement per Minnesota State Statute § 204B.181, Subd. 2. Adoption of the elections emergency plan by municipalities within Hennepin County establishes local procedures to ensure the continuity of election administration during emergencies while maintaining compliance with state election law, preserving ballot integrity, protecting voter access, and coordinating with county election officials and emergency management partners. The plan does not alter statutory election requirements or the authority of the county election official but provides operational procedures for implementing those requirements during emergency conditions.

ALTERNATIVE RECOMMENDATION(S)

Council may recommend that the city may adopt its own local elections emergency plan that meets county plan requirements.

ATTACHMENTS

1. 2026 Hennepin County Elections Emergency and Continuity Plan (Sensitive Non-Public)



Report Prepared By:

John Evans, Analyst

Department Director:

Karl Huemiller, Recreation Director

Item for Consideration:

Consider approval of a quote from Fluid Interiors in the amount of \$429,659.54 for the purchase and installation of interior and exterior furniture in the new building at Wood Lake Nature Center, and authorization of the City Manager to negotiate the terms of the quote and execute the agreement to proceed.

EXECUTIVE SUMMARY

Recreation Services staff has worked with HGA Architects and Fluid Interiors to plan the interior and exterior furnishings in the new Wood Lake Nature Center building with a budgeted amount of \$500,000. Fluid Interiors has provided a quote for the project, which comes in under budget at \$429,659.54.

RECOMMENDED ACTION

By Motion: Approve the quote from Fluid Interiors in the amount of \$429,659.54 for the purchase and installation of interior and exterior furniture in the new building at Wood Lake Nature Center, and authorize the City Manager to negotiate the terms of the quote and execute the agreement to proceed.

HISTORICAL CONTEXT

The Wood Lake Nature Center Building Project is on schedule to be completed in November 2026. At this stage, the plan for the furnishings has been completed and the quote by Fluid Interiors has been submitted for approval.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Wood Lake Nature Center will continue to be a facility that serves the entire community and provides environmental education and outdoor recreation regardless of economic status.

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

In order to proceed with the purchase of the furnishings for Wood Lake, City Council must grant the City Manager the authority to negotiate and approve the terms of the agreement.

CRITICAL TIMING ISSUES

In order to keep the Wood Lake Nature Center Building Project on schedule, the quote from Fluid Interiors must be processed in a timely fashion for finalizing.

FINANCIAL IMPACT

The quote is well within the budgeted amount for the furnishings of the building.

LEGAL CONSIDERATIONS

The City Attorney has reviewed the quote.

ALTERNATIVE RECOMMENDATION(S)

None

ATTACHMENTS

1. 41198.001_Q_R2

Project: 41198
Proj Desc: Wood Lake Nature Center

Quote: 41198.001
Status: New

Sold To: 2952-03
City of Richfield
6710 Lake Shore Dr
Richfield, MN 55423

Bill To: 2952-03
City of Richfield
6710 Lake Shore Dr
Richfield, MN 55423
Attention: Accounts Payable

Ship To: 2952-03
City of Richfield
6710 Lake Shore Dr
Richfield, MN 55423

Date Entered	Customer PO	Salesperson	FOB	Terms
07/27/2026		Kris Root	D	Net 35 Days

Line	Loc	Item Number	Description	Order Qty	Unit Price	Extended
MULTI PURPOSE						
7	03	AVA_WH	EGAN VISUAL AVA AUDIO VISUAL HEIGHT ADJ LECTERN, CUSTOM FINISH. TOP, FRAME AND BASE - WHITE AV RACK AND ADJ SH	1	5,791.50	5,791.50
8	03	FREIGHT - COMMON CARRIER	MULTI PURPOSE FREIGHT CHARGES FOR EGAN VISUAL	1	665.00	665.00
28	03	ZU.T2F7229.L3	MULTI PURPOSE ZUZU FOLDING 72" ROUND TABLE FORMICA PENCILWOOD WITH MATCHING PVC EDGE, MEDIUM BRONZE	6	3,810.00	22,860.00
29	03	ZU.TN246029.L3	MULTI PURPOSE ZUZU NESTING TABLE ON LOCKING CASTERS. FORMICA PENCILWOOD WITH MATCHING PVC EDGE, MEDIUM BRONZE	16	1,090.00	17,440.00
30	03	FC.72RD.H	MULTI PURPOSE FOLDING TABLE CART HOLDS 4 72" ROUND TABLES	2	1,247.50	2,495.00
31	03	OPT.TG	MULTI PURPOSE TABLE GANGER	32	50.00	1,600.00
32	03	ZU.T2N369629.L3	MULTI PURPOSE ZUZU NESTING TABLE ON LOCKING CASTERS. FORMICA PENCILWOOD WITH MATCHING PVC EDGE, MEDIUM BRONZE	8	2,960.00	23,680.00
54	03	FREIGHT - COMMON CARRIER	MULTI PURPOSE FREIGHT CHARGES FOR MAGNUSON	1	383.50	383.50
55	03	070039 MR-611H	MULTI PURPOSE MAGA RACK HANGER STYLE FOLDING RACK WITH 1" STAINLESS HANGER BARS	2	1,400.00	2,800.00
MULTI PURPOSE						77,715.00
RECEPTION						
9	03	NETTA-24	MESH WIRE MANAGEMENT CHANNEL, 24W	2	60.00	120.00
			Options: RECEPTION GRY-GRAY			
13	03	FCH4C-65W	65W DESKTOP POWER MODULE INCLUDING (2) AC POWER AND (1) USB-A OUTLET, (1) USB-C OUTLET. MOUNTS ON TOP OR UNDER	2	85.00	170.00
			Options: RECEPTION WHT-WHITE			
14	03	CPU01	CPU HOLDER W/ NYLON SECURITY BANDS	2	125.00	250.00
			Options: RECEPTION BLK-BLACK			
83	03	BD-PUPDWR-BLK	PUP PENCIL DRAWER - BLACK	2	55.00	110.00
			Options: RECEPTION			
90	03	NEO-1-W	RT BASE. MATTE WHITE	2	300.00	600.00
			Options: RECEPTION			
156	03	JPTA-24-SP	X SERIES,PEDESTAL,TUG,B/F,24"D,PTDDRWFRT, STL LKRL,LIN PULL - PTD,CSTR,STL TOP,HANDLE	2	463.57	927.14

Project: 41198
Proj Desc: Wood Lake Nature Center

Quote: 41198.001
Status: New

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Date Entered	Customer PO	Salesperson	FOB	Terms
07/27/2026		Kris Root	D	Net 35 Days

Line	Loc	Item Number	Description	Order Qty	Unit Price	Extended
			RECEPTION			
		Options:	,TR-TW-PLASTER (TEXTURED) GRD A ,TR-BN-BRONZE GRD B ,LR-BP-CHROME GRD A			
158	03	STUF-1958-FRNNUC	CMP ECHO,FULL WRAP SCRNB,19"H X58"W,FAB,RECT,NH,NO MODESTY,29/30" D	2	442.15	884.30
			RECEPTION			
		Options:	(4HV_BLANKET_RR)-(RAILROAD) BLANKET GRD B ,RR-459-GRASS (RR) GRD B ,TR-1Q-PARK GRD B			
159	03	SZT-20-711MA1	ZODY CLASSIC TASK, FAB ST,MESH BK,4D,LUM,BKLB,SYNTLT,FOAM,ADJ ST,ALUM BS,HRDCSTR	2	1,119.26	2,238.52
			RECEPTION			
		Options:	(4Z)-ELEMENT GRD B ,4Z-PL-PILLAR GRD B (MA)-ZODY MESH GRD A ,MA-3-WELLNESS GRD A ,TR-E-SMOKE GRD A ,TR-LE-METALLIC SILVER GRD B			
160	03	TLRA-2958-LJSNCE	PLANES LT,TABLE,RT,29"X58",LAM,EB3,STD,CO:NONE,C- LEG,EADJ1SS	2	1,051.94	2,103.88
			RECEPTION			
		Options:	,H-WL-LINEN GRD A ,HP-WL-LINEN GRD A ,TR-C1-COCOA GRD A			
176	03	HCPL-PPT1-16	HC, PABLO DESIGNS, PIXO PLUS, TABLE LIGHT	2	276.25	552.50
			RECEPTION			
		Options:	,TR-013			
RECEPTION						7,956.34
			MAINTENANCE			
10	03	FCH4C-65W	65W DESKTOP POWER MODULE INCLUDING (2) AC POWER AND (1) USB-A OUTLET, (1) USB-C OUTLET. MOUNTS ON TOP OR UNDER	1	85.00	85.00
			MAINTENANCE			
		Options:	WHT-WHITE			
MAINTENANCE						85.00
			PRIVATE OFFICE			
11	03	FCH4C-65W	65W DESKTOP POWER MODULE INCLUDING (2) AC POWER AND (1) USB-A OUTLET, (1) USB-C OUTLET. MOUNTS ON TOP OR UNDER	4	85.00	340.00
			PRIVATE OFFICE			
		Options:	WHT-WHITE			
15	03	NETTA-24	MESH WIRE MANAGEMENT CHANNEL, 24W	4	60.00	240.00
			PRIVATE OFFICE			
		Options:	GRY-GRAY			
85	03	BD-PUPDWR-BLK	PUP PENCIL DRAWER - BLACK	4	55.00	220.00

Project: 41198
Proj Desc: Wood Lake Nature Center

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Date Entered	Customer PO	Salesperson	FOB	Terms
07/27/2026		Kris Root	D	Net 35 Days

Line	Loc	Item Number	Description	Order Qty	Unit Price	Extended
PRIVATE OFFICE						
PRIVATE OFFICE						800.00
STAFF WORK AREA						
12	03	FCH4C-65W	65W DESKTOP POWER MODULE INCLUDING (2) AC POWER AND (1) USB-A OUTLET, (1) USB-C OUTLET. MOUNTS ON TOP OR UNDER STAFF WORK AREA	6	85.00	510.00
			Options: WHT-WHITE			
16	03	NETTA-24	MESH WIRE MANAGEMENT CHANNEL, 24W STAFF WORK AREA	6	60.00	360.00
			Options: GRY-GRAY			
36	03	CUSTOM FURNITURE	12"W X 24"D X 41"H WARDROBE UNIT WITH 2 SHELVES, 2 COAT HOOKS. RIGHT HINGE. PENCILWOOD LAMINATE CASE. 7747-58 STAFF WORK AREA	3	865.00	2,595.00
37	03	CUSTOM FURNITURE	12"W X 24"D X 41"H WARDROBE UNIT WITH 2 SHELVES, 2 COAT HOOKS. LEFT HINGE. PENCILWOOD LAMINATE CASE. 7747-58 STAFF WORK AREA	3	865.00	2,595.00
84	03	BD-PUPDWR-BLK	PUP PENCIL DRAWER - BLACK STAFF WORK AREA	6	55.00	330.00
STAFF WORK AREA						6,390.00
OUTDOOR						
17	03	REN-36SDD	36 GALLON SIDE DOOR DEPOSIT LITTER RECEPTACLE SELF CLOSING DOOR, BLUE OUTDOOR	6	3,153.75	18,922.50
18	03	REN-36SDD	36 GALLON SIDE DOOR DEPOSIT LITTER RECEPTACLE SELF CLOSING DOOR, BLACK OUTDOOR	6	3,153.75	18,922.50
19	03	FREIGHT - COMMON CARRIER	FREIGHT FOR VICTOR STANLEY OUTDOOR	1	3,750.00	3,750.00
41	03	LL-AL-ADAT7240-FG	ALFRESCO RECTANGLE TABLE ADA 72" X 40" X 31"H - FOG OUTDOOR	2	1,886.50	3,773.00
42	03	LL-SA-ER18-FG	SATELLITE END TABLE 18" DIAMETER TOP, 16"HFOG OUTDOOR	8	206.50	1,652.00
43	03	LL-PSO-CCT-RD-FX-FG	PLUS ONE TABLE 16" DIAM, 25.4"H,FOG OUTDOOR	3	276.50	829.50
44	03	LL-AL-B58-FG	ALFRESCO BENCH 58" X 14.75 X 17.75"H FOG OUTDOOR	10	661.50	6,615.00
45	03	FREIGHT - COMMON CARRIER	FREIGHT CHARGES FOR LOLL OUTDOOR	1	7,540.00	7,540.00
46	03	LL-AL-ST36-FG	ALFRESCO TABLE 36" X 36" X 30"H - FOG OUTDOOR	7	696.50	4,875.50

Project: 41198
Proj Desc: Wood Lake Nature Center

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Date Entered	Customer PO	Salesperson	FOB	Terms
07/27/2026		Kris Root	D	Net 35 Days

Line	Loc	Item Number	Description	Order Qty	Unit Price	Extended
47	03	LL-AL-ADAT40-FG	ALFRESCO TABLE ADA 40" X 40" X 31"H - FOG OUTDOOR	2	976.50	1,953.00
48	03	LL-AL-DC-FG	ALFRESCO DINING CHAIR, STACKABLE, SOLID BACK FOG OUTDOOR	22	416.50	9,163.00
49	03	LL-AL-T72-FG	ALFRESCO DINING TABLE 72" X 30" X 30"H FOG OUTDOOR	5	1,326.50	6,632.50
50	03	LL-AL-B58-FG	ALFRESCO BENCH 58" X 14.75 X 17.75"H FOG OUTDOOR	4	661.50	2,646.00
51	03	LL-FDN-RCH-FG	FREDRICKSON ROCKING CHAIR FOG OUTDOOR	25	836.50	20,912.50
OUTDOOR						108,187.00

RESTROOMS

20	03	1892-BK-SA	18" HALF ROUND RECEPTACLE IN SATIN BLACK WITH ALUMINUM TOP, ROUND CUT. NO LOGO OR MESSAGE RESTROOMS	3	321.06	963.18
21	03	W-1532-HG-SA	ROUND RECEPTACLE IN HUNTER GREEN WITH ALUMINUM TOP, ROUND OPENING. NO LOGO OR MESSAGE 16 GALLON RESTROOMS	2	447.00	894.00
22	03	FREIGHT - COMMON CARRIER	FREIGHT FOR GLARO RESTROOMS	1	1,153.00	1,153.00
23	03	1892-HG-SA	18" HALF ROUND RECEPTACLE IN HUNTER GREEN WITH ALUMINUM TOP, ROUND CUT NO LOGO OR MESSAGE RESTROOMS	2	321.06	642.12
RESTROOMS						3,652.30

MULTIPURPOSE

24	03	6713	WALL SAVER, POLYPROPYLENE BACK, UPHOLSTERED SEAT, ARMLESS, STD SLED CHROME FRAME, STD WITHOUT GLIDES, STACKS 8 MULTIPURPOSE Options: ~PPC-PLASTIC BACK SELECTIONS LAB-1-LATTE LAB ~08-GRADE 08 ~GPM8-ULTRAFABRICS PROMESSA GPM8-AQUA SPRING 363-7239 CH-F-CHROME FRAME CHM WS-M- (STD) WITH OUT GLIDES ~STD-COMMERCIAL FURNITURE OFFERING	150	281.25	42,187.50
25	03	6714	21.375"W X 31.75"D X 18"H, MEDIUM DENSITY DOLLY, FOR UPHOLSTERED MODELS, STACKS UP TO 15"H, FITS THROUGH 80"H MULTIPURPOSE Options: ~STD-COMMERCIAL FURNITURE OFFERING	10	366.75	3,667.50
70	03	H-1385	SIM JIM 23 GALLON RECYCLE - GREEN MULTIPURPOSE	3	80.00	240.00

Project: 41198
Proj Desc: Wood Lake Nature Center

Quote: 41198.001
Status: New

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City of Richfield
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Attention: Accounts Payable

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Date Entered	Customer PO	Salesperson	FOB	Terms
07/27/2026		Kris Root	D	Net 35 Days

Line	Loc	Item Number	Description	Order Qty	Unit Price	Extended
76	03	H-1634	SIM JIM CAN/BOTTLE TOP - GREEN MULTIPURPOSE	3	61.00	183.00
77	03	H-1864	SIM JIM PAPER TOP - BLUE MULTIPURPOSE	3	61.00	183.00
78	03	H-1385	SIM JIM 23 GALLON RECYCLE - BLUE MULTIPURPOSE	3	80.50	241.50
79	03	H-1633	SIM JIM SWING TOP- BLACK MULTIPURPOSE	3	60.00	180.00
80	03	H-2894	SIM JIM 23 GALLON TRASH - BLACK MULTIPURPOSE	3	80.50	241.50
82	03	H-2621	SLIM JIM TROLLEY MULTIPURPOSE	9	125.00	1,125.00
MULTIPURPOSE						48,249.00

PROGRAM STORAGE

26	03	EH-A-48-B-DS	ELLHAVEN 4 LEG SIT STAND BASE PROGRAM STORAGE	1	1,682.80	1,682.80
27	03	FREIGHT - COMMON CARRIER	FREIGHT AND TARIFF CHARGES	1	709.00	709.00
59	03	H-1385	PROGRAM STORAGE SIM JIM 23 GALLON RECYCLE - BLUE	2	80.50	161.00
60	03	H-1633	PROGRAM STORAGE SIM JIM SWING TOP- BLACK	2	60.00	120.00
61	03	H-2894	PROGRAM STORAGE SIM JIM 23 GALLON TRASH - BLACK	2	80.50	161.00
62	03	H-2621	PROGRAM STORAGE SLIM JIM TROLLEY	4	125.00	500.00
67	03	H-1864	PROGRAM STORAGE SIM JIM PAPER TOP - BLUE	2	61.00	122.00
154	03	S75-44-11	MAARI CONFERENCE 5 STAR BASE CHAIR, POLY SEAT, POLY BACK, FIXED ARMS, HARD CASTERS PROGRAM STORAGE	2	414.98	829.96
			Options: ,TR-1T-BALSAM GRD A ,TR-F-BLACK GRD A ,TR-1T-BALSAM GRD A			
155	03	TS00-7HYR	RECT,LAM,48"X72",EB3, TOP ONLY, SPC PROGRAM STORAGE	1	377.00	377.00
			Options: ,H-EWY-FORMICA-PENCIL WOOD(7747-58) ,HP-AAZ-FOMICA-PENCIL WOOD(7747-58)			
PROGRAM STORAGE						4,662.76

FREIGHT

33	03	FREIGHT - COMMON CARRIER	SHIPPING COSTS FOR HIGHTOWER FREIGHT	1	869.00	869.00
86	03	FREIGHT - COMMON CARRIER	FREIGHT CHARGES FOR PENCIL DRAWERS	1	60.00	60.00

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Line	Loc	Item Number	Description	Order Qty	Unit Price	Extended
			FREIGHT			
						FREIGHT
						929.00
			LOUNGE B			
34	03	NDLA010-RSB	LANA UPHOLSTERED BENCH BARE STAINED BEECHM COM PALLAS AMPLE KELP LOUNGE B	1	1,993.75	1,993.75
35	03	PHPT065-CLK	PROTO TABLE, ROUND SMALL 21.75"H FINISH: CLEAR LAQUERED OAK LOUNGE B	2	1,718.75	3,437.50
39	03	CVT3434-17	CAAV TABLE 34D X 34W X 17H, BUFF VENEER TOP, GRADE G DESIGNTEX TINY BOUCLE BERYL, NO POWER LOUNGE B	1	1,081.92	1,081.92
40	03	CVF3488-31	CAAV 3 SEAT SOFA, WOOD FINISH BUFF, COM LUUM DECOY, MIMIE LOUNGE B	1	2,673.52	2,673.52
52	03	4087-25	LUUM TEXTILES DECOY MIMIC LOUNGE B	7	57.50	402.50
53	03	FREIGHT - COMMON CARRIER	SHIPPING FOR LUUM TEXTILES LOUNGE B	1	75.00	75.00
57	03	ENV.BH4	ENVOI, MIDBACK LOUNGE CHAIR LOUNGE B	2	1,677.62	3,355.24
		Options:	BMW-WOOD BASE BF08-UPTOWN CH5-FREE SWIVEL, FIXED HEIGHT CYLINDER GL1-STANDARD MULTI-SURFACE GLIDE ~NO MOISTURE BARRIER ~NO CAL 133 USU-SINGLE UPHOLSTERED FG9-FABRIC/VINYL GRADE 9 ~PATTERN DETAILS KNOLL TEXTILES CALIPER-466805-006 TIDAL P3-PARTIALLY ASSEMBLED IN CARTON			
87	03	27.348.096	PALLAS TEXTILES AMPLE KELP LOUNGE B	2.5	78.00	195.00
88	03	FREIGHT - COMMON CARRIER	FREIGHT CHARGES FOR PALLAS TEXTILES LOUNGE B	1	83.00	83.00
						LOUNGE B
						13,297.43
			SURCHARGE			
38	03	SURCHARGE	SURCHARGE FOR JSI SURCHARGE	1	300.00	300.00
171	03	SURCHARGE	HAWORTH COM EDGE BAND SURCHARGE SURCHARGE	1	7,500.00	7,500.00
						SURCHARGE
						7,800.00

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LACTATION RM

56	03	F81146	MENTION, 29.75 X 30.5 X 33.25 MIDBACK LOUNGE WITH ARMS	1	1,783.50	1,783.50
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Options:

LACTATION RM
 MTB-METAL SLED BASE
 A2J-POLISHED CHROME
 ~ELM-ELMO
 ~ELMOSOFT-ELMOSOFT - GRADE L5
 3082659-33001
 ~ELM-ELMO
 ~ELMOSOFT-ELMOSOFT - GRADE L5
 3082659-33001
 X9-NO WELT
 X9-NO SELECTION
 X9-NO SELECTION - GRADE X9

LACTATION RM **1,783.50**

ANIMAL CARE

58	03	H-1864	SIM JIM PAPER TOP - BLUE ANIMAL CARE	1	61.00	61.00
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63	03	H-7566	STAINLESS STEEL TABLE 72"W X 36"D X 36"H - STANDARD WITH BOTTON SHELF ANIMAL CARE	1	820.00	820.00
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64	03	H-1633	SIM JIM SWING TOP- BLACK ANIMAL CARE	1	60.00	60.00
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65	03	H-2894	SIM JIM 23 GALLON TRASH - BLACK ANIMAL CARE	1	80.50	80.50
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66	03	H-2621	SLIM JIM TROLLEY ANIMAL CARE	2	125.00	250.00
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68	03	H-1385	SIM JIM 23 GALLON RECYCLE - BLUE ANIMAL CARE	1	80.50	80.50
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91	03	SCF-44-06	VERY CONFERENCE STOOL,PLSTC SEAT,PERFORATED BK,ARMLESS,PLSTC BSE SFT CTRS, ANIMAL CARE	2	881.65	1,763.30
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Options:

,TR-KL-KALE, GRADE A
 ,TR-F-BLACK, GRADE A
 ,TR-F-BLACK, GRADE A

ANIMAL CARE **3,115.30**

COMMON AREA

69	03	H-1385	SIM JIM 23 GALLON RECYCLE - GREEN COMMON AREA	3	80.00	240.00
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71	03	H-2621	SLIM JIM TROLLEY COMMON AREA	9	125.00	1,125.00
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72	03	H-2894	SIM JIM 23 GALLON TRASH - BLACK COMMON AREA	3	80.50	241.50
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73	03	H-1633	SIM JIM SWING TOP- BLACK COMMON AREA	3	60.00	180.00
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74	03	H-1385	SIM JIM 23 GALLON RECYCLE - BLUE	3	80.50	241.50
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			COMMON AREA			
75	03	H-1864	SIM JIM PAPER TOP - BLUE	3	61.00	183.00
			COMMON AREA			
81	03	H-1634	SIM JIM CAN/BOTTLE TOP - GREEN	3	61.00	183.00
			COMMON AREA			
			COMMON AREA			2,394.00
			CONF- RENTAL			
89	03	BE02520-0009624	AXIL EDGE MOUNT TAMPER RESTITANT. 72" CORD, 2 POWER 1 USB A=C. MATTE WHITE WITH WHITE CORD CONF- RENTAL	2	700.00	1,400.00
			CONF- RENTAL			1,400.00
			CONF 105			
92	03	S7S-24-01	MAARI, 4 LEG SIDE CHAIR, FAB SEAT, POLY BACK, NO ARMS, HARD CASTERS CONF 105	4	424.94	1,699.76
			Options: ,TR-1T-BALSAM GRD A (ZH)-LUUM-WOOL FLECK, GRADE G ,ZH-K5E-BITTERCRESS, GRADE G ,TR-01K-WREN, GRADE B			
93	03	TCRA-3072-LJSNTG4A	JIVE,TBL,RECT,LAM,30"X72",EB3,STD,CO:NONE,T - EXTRUDED,GLD,29"H,PTD CONF 105	1	910.14	910.14
			Options: ,H-EWY-FORMICA-PENCIL WOOD(7747-58) ,HP-AAZ-FOMICA-PENCIL WOOD(7747-58) ,TR-BN-BRONZE, GRADE B			
			CONF 105			2,609.90
			CONF/RENT 122			
94	03	S7S-33-01	MAARI, 4 LEG SIDE CHAIR, FAUX LEA SEAT, FAUX LEA BACK, NO ARMS, HARD CASTERS CONF/RENT 122	16	481.38	7,702.08
			Options: ,TR-1T-BALSAM, GRADE A ,ZH-C15-MAHARAM-BLUFF-FAUNA, GRADE E ,ZH-C15-MAHARAM-BLUFF-FAUNA, GRADE E ,TR-01K-WREN, GRADE B			
95	03	TA0M-1354-LF	PLANES,MODESTY PANEL,13INX54IN,LAM,FULL CONF/RENT 122	8	187.26	1,498.08
			Options: ,H-EWY-FORMICA-PENCIL WOOD(7747-58) ,HP-AAZ-FOMICA-PENCIL WOOD(7747-58)			
96	03	TCRA-2460-LJSNTC4A	JIVE,TBL,RECT,LAM,24"X60",EB3,STD,CO:NONE,T - EXTRUDED,CSTR,29"H,PTD CONF/RENT 122	8	810.43	6,483.44
			Options: ,H-EWY-FORMICA-PENCIL WOOD(7747-58) ,HP-AAZ-FOMICA-PENCIL WOOD(7747-58) ,TR-BN-BRONZE, GRADE B			
			CONF/RENT 122			15,683.60

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KITCHEN 108

97	03	S7WC-24-0H	MAARI, 4 LEG WOOD STOOL, COUNTER HEIGHT SIDE CHAIR, FABRIC SEAT, POLY BACK, NO ARM, PLASTIC GLIDE	2	1,046.59	2,093.18
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Options: KITCHEN 108
,TR-1T-BALSAM GRD A
(ZH)-DESIGNTEX-BUILDING BLOCKS, GRADE G
,ZH-C514-MINT, GRADE G
(M5_W35)-CLEAR ON WHITE OAK GRD B
,M5-W35-CLEAR ON WHITE OAK GRD B
,KR-V-CHROME GRD D

KITCHEN 108 **2,093.18**

LACTATION 119

98	03	CDSL-UU	HAWORTH, CARDIGAN LOUNGE	1	950.87	950.87
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Options: LACTATION 119
(HAL)-CARDIGAN KNIT
,HAL-CB01-CARDIGAN KNIT - DARK GREEN, GRADE B
(HAL)-CARDIGAN KNIT
,HAL-CB01-CARDIGAN KNIT - DARK GREEN, GRADE B
,TR-TW0-TEXTURED WHITE, GRADE A

99	03	CDSP-R	HAWORTH CARDIGAN PILLOW	1	130.19	130.19
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Options: LACTATION 119
(HAL_PILLOW)-CARDIGAN PILLOW KNIT
,HAL-CW01-CARDIGAN PILLOW KNIT - DARK GREEN, GRADE B

100	03	S75-33-01	MAARI CONFERENCE 5 STAR BASE CHAIR, FAUX LEA SEAT, FAUX LEA BACK, NO ARMS, HARD CASTERS	1	643.34	643.34
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Options: LACTATION 119
,TR-1T-BALSAM, GRADE A
,ZH-C15-MAHARAM-BLUFF-FAUNA
,ZH-C15-MAHARAM-BLUFF-FAUNA
,TR-PLS-SMOOTH PLASTER, GRADE A

101	03	TS00-6CGE	PIP TABLE, 26H, HARD GLIDE, LAMINATE, PENCIL WOOD LAMINATE, SPC	1	501.78	501.78
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Options: LACTATION 119
,H-EWY-FORMICA-PENCIL WOOD(7747-58)
,HP-AAZ-FOMICA-PENCIL WOOD(7747-58)
,TR-1Q-PARK, GRADE B

LACTATION 119 **2,226.18**

LOUNGE A

102	03	S7W-33-0H	MAARI, 4 LEG WOOD SIDE CHAIR, FAUX LEA SEAT, FAUX LEA BACK, NO ARMS, PLASTIC GLIDE	16	941.69	15,067.04
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Options: LOUNGE A
,TR-1T-BALSAM GRD A
(CARNEGIE-MAZE PRINT)-CARNEGIE-MAZE PRINT (6994-104), GRD H
,ZH-Z5E-6994-104
(CARNEGIE-MAZE PRINT)-CARNEGIE-MAZE PRINT (6994-104), GRD H
,ZH-Z5E-6994-104
(M5_W35)-CLEAR ON WHITE OAK GRD B
,M5-W35-CLEAR ON WHITE OAK GRD B

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Line	Loc	Item Number	Description	Order Qty	Unit Price	Extended	
103	03	TCRP-3636-LJSNDN4	JIVE,TBL,PEB,LAM,36"X36",EB3,STD,CO:NONE,DISC,N ,29"H LOUNGE A Options: ,H-EWY-FORMICA-PENCIL WOOD(7747-58) ,HP-AAZ-FOMICA-PENCIL WOOD(7747-58) ,TR-1Q-PARK, GRADE B	4	835.89	3,343.56	
						LOUNGE A	18,410.60
MAINTENANCE 144							
104	03	J2HE-5124-SSJR	X SERIES PST,HNGDDR,51.5HX24WX24D,B/B/F,VALET,LH,PTDD WR,PTD/STLDR,J PULL STL,REG TOP,GLIDE MAINTENANCE 144 Options: ,TR-BN-BRONZE GRD B ,LR-BP-CHROME GRD A	1	1,735.75	1,735.75	
106	03	SZT-20-711MA2	ZODY CLASSIC TASK, FAB ST,MESH BK,4D,LUM,BKLG,SYNTLT,FOAM,ADJ ST,ALUM BS,SFTCSTR MAINTENANCE 144 Options: (4Z)-ELEMENT GRD B ,4Z-PL-PILLAR GRD B (MA)-ZODY MESH GRD A ,MA-3-WELLNESS GRD A ,TR-E-SMOKE GRD A ,TR-LE-METALLIC SILVER GRD B	1	1,150.96	1,150.96	
107	03	TLRA-2970-LJSNCE	PLANES LT,TABLE,RT,29"X70",LAM,EB3,STD,CO:NONE,C- LEG,EADJ1SS MAINTENANCE 144 Options: ,H-EWY-FORMICA-PENCIL WOOD(7747-58) ,HP-AAZ-FOMICA-PENCIL WOOD(7747-58) ,TR-0C1-COCOA, GRADE A	1	1,192.40	1,192.40	
						MAINTENANCE 144	4,079.11
OFFICE 110							
108	03	JPMH-24-LP	X SERIES,PEDESTAL,MOBILE,B/B/F,24"D,LAMDRWFRT, STL LKRL,LIN PULL - PTD,CSTR,STL TOP OFFICE 110 Options: ,TR-BN-BRONZE, GRADE B ,TR-BN-BRONZE, GRADE B ,H-EWY-FORMICA-PENCIL WOOD(7747-58) ,HP-AAZ-FOMICA-PENCIL WOOD(7747-58) ,LR-BP-CHROME, GRADE A	1	673.97	673.97	
110	03	S7W-24-0H	MAARI, 4 LEG WOOD SIDE CHAIR, FAB SEAT, POLY BACKNO ARMS, PLASTIC GLIDE, OFFICE 110 Options: ,TR-1T-BALSAM GRD A (ZH)-LUUM-WOOL FLECK, GRADE G ,ZH-K5E-BITTERCRESS, GRADE G ,M5-W35-CLEAR ON WHITE OAK GRD B	2	690.04	1,380.08	
111	03	SPLE-9685	WORKSURFACE, RECT,24DX24W,LAM,EDGEBAND,STD CORE,NO CBL MGT, FTB GRAIN, SPC	1	163.99	163.99	

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			OFFICE 110			
		Options:	,H-EWY-FORMICA-PENCIL WOOD(7747-58) ,HP-AAZ-FOMICA-PENCIL WOOD(7747-58)			
112	03	SZT-20-711MA1	ZODY CLASSIC TASK, FAB ST,MESH BK,4D,LUM,BKLG,SYNTLT,FOAM,ADJ ST,ALUM BS,HRDCSTR	1	1,119.26	1,119.26
			OFFICE 110			
		Options:	(4Z)-ELEMENT GRD B ,4Z-PL-PILLAR GRD B (MA)-ZODY MESH GRD A ,MA-3-WELLNESS GRD A ,TR-E-SMOKE GRD A ,TR-LE-METALLIC SILVER GRD B			
113	03	TA0M-1360-LF	PLANES,MODESTY PANEL,13INX60IN,LAM,FULL	1	204.69	204.69
			OFFICE 110			
		Options:	,H-EWY-FORMICA-PENCIL WOOD(7747-58) ,HP-AAZ-FOMICA-PENCIL WOOD(7747-58)			
114	03	TCRN-3636-LJSNXG4A	JIVE,TBL,RD,LAM,36"X36",EB3,STD,CO:NONE,X,GLD,2 9"H,PTD	1	657.92	657.92
			OFFICE 110			
		Options:	,H-EWY-FORMICA-PENCIL WOOD(7747-58) ,HP-AAZ-FOMICA-PENCIL WOOD(7747-58) ,TR-BN-BRONZE, GRADE B			
115	03	TLCR-7070-NNNNCEB	PLANES LT, TABLE BASE,CR90 70"X70", C- LEG,EADJ1SS,23"D, BH	1	1,422.11	1,422.11
			OFFICE 110			
		Options:	,TR-C1-COCOA GRD A			
116	03	WUCX-6072-LJSCR45	WORKSURFACE,CORNER 90 DEG WRAP EXTD,60WX72L,LAM,EDGE BAND,STD CORE,NO CBL MGT,RIGHT,24,30	1	705.61	705.61
			OFFICE 110			
		Options:	,H-EWY-FORMICA-PENCIL WOOD(7747-58) ,HP-AAZ-FOMICA-PENCIL WOOD(7747-58)			
117	03	X5W5-1936-8SSLLLN	MASTERS SERIES,BKCASE/WRDROBE,LAM,5H,19DX36W,LINEA R PULL,LK,LH,NO TOE KICK	1	1,879.54	1,879.54
			OFFICE 110			
		Options:	,H-EWY-FORMICA-PENCIL WOOD(7747-58) ,HP-AAZ-FOMICA-PENCIL WOOD(7747-58) ,TR-BN-BRONZE, GRADE B ,LR-BP-CHROME, GRADE A			
118	03	ZUBF-0000-PN	FLUSH MOUNT PLATE	2	11.60	23.20
			OFFICE 110			
175	03	HCPL-PPT1-16	HC, PABLO DESIGNS, PIXO PLUS, TABLE LIGHT	1	276.25	276.25
			OFFICE 110			
		Options:	,TR-013			
OFFICE 110						8,506.62
OFFICE 111						
119	03	JPMH-24-LP	X SERIES,PEDESTAL,MOBILE,B/B/F,24"D,LAMDRWFRT, STL LKRL,LIN PULL - PTD,CSTR,STL TOP	1	673.97	673.97

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07/27/2026				Kris Root	D	Net 35 Days	
Line	Loc	Item Number	Description	Order Qty	Unit Price	Extended	
			OFFICE 111 Options: ,TR-BN-BRONZE, GRADE B ,TR-BN-BRONZE, GRADE B ,H-EWY-FORMICA-PENCIL WOOD(7747-58) ,HP-AAZ-FOMICA-PENCIL WOOD(7747-58) ,LR-BP-CHROME, GRADE A				
121	03	S7W-24-0H	MAARI, 4 LEG WOOD SIDE CHAIR, FAB SEAT, POLY BACKNO ARMS, PLASTIC GLIDE, OFFICE 111 Options: ,TR-1T-BALSAM GRD A (ZH)-LUUM-WOOL FLECK, GRADE G ,ZH-K5E-BITTERCRESS, GRADE G ,M5-W35-CLEAR ON WHITE OAK GRD B	1	690.04	690.04	
122	03	SZT-20-711MA1	ZODY CLASSIC TASK, FAB ST,MESH BK,4D,LUM,BKLK,SYNTLT,FOAM,ADJ ST,ALUM BS,HRDCSTR OFFICE 111 Options: (4Z)-ELEMENT GRD B ,4Z-PL-PILLAR GRD B (MA)-ZODY MESH GRD A ,MA-3-WELLNESS GRD A ,TR-E-SMOKE GRD A ,TR-LE-METALLIC SILVER GRD B	1	1,119.26	1,119.26	
123	03	TA0M-1348-LF	PLANES,MODESTY PANEL,13INX48IN,LAM,FULL OFFICE 111 Options: ,H-EWY-FORMICA-PENCIL WOOD(7747-58) ,HP-AAZ-FOMICA-PENCIL WOOD(7747-58)	1	169.91	169.91	
124	03	TLCE-5870-NNNNCEB	PLANES LT, TABLE BASE,CR90X58"X70", C-LEG,EADJ1SS,23"D, BH OFFICE 111 Options: ,TR-C1-COCOA GRD A	1	1,330.69	1,330.69	
125	03	TS00-3PUV	WORKSURFACE, RECT,24DX30W,LAM,EDGEBAND,STD CORE,NO CBL MGT, FTB GRAIN, SPC OFFICE 111 Options: ,H-EWY-FORMICA-PENCIL WOOD(7747-58) ,HP-AAZ-FOMICA-PENCIL WOOD(7747-58)	1	200.96	200.96	
126	03	WUCX-5460-LJSCL54	WORKSURFACE,CORNER 90 DEG WRAP EXTD,54WX60L,LAM,EDGEBAND,STD CORE,NO CBL MGT,LEFT,30,24 OFFICE 111 Options: ,H-EWY-FORMICA-PENCIL WOOD(7747-58) ,HP-AAZ-FOMICA-PENCIL WOOD(7747-58)	1	579.85	579.85	
127	03	X5Y5-2416-8SSLLLN	MASTERS SERIES,WRDROBE,LAM,5H,24DX16W,LINER PULL,LK,LH,NO TOE KICK OFFICE 111 Options: ,H-EWY-FORMICA-PENCIL WOOD(7747-58) ,HP-AAZ-FOMICA-PENCIL WOOD(7747-58) ,TR-BN-BRONZE, GRADE B ,LR-BP-CHROME, GRADE A	1	1,444.43	1,444.43	
128	03	ZUBF-0000-PN	FLUSH MOUNT PLATE OFFICE 111	2	11.60	23.20	
174	03	HCPL-PPT1-16	HC, PABLO DESIGNS, PIXO PLUS, TABLE LIGHT OFFICE 111 ,TR-	1	276.25	276.25	

Project: 41198
Proj Desc: Wood Lake Nature Center

Quote: 41198.001
Status: New

Sold To: 2952-03
 City of Richfield
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Date Entered	Customer PO	Salesperson	FOB	Terms
07/27/2026		Kris Root	D	Net 35 Days

Line	Loc	Item Number	Description	Order Qty	Unit Price	Extended
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Options: 013

OFFICE 111

6,508.56

OFFICE 112

129	03	JPMH-24-LP	X SERIES,PEDESTAL,MOBILE,B/B/F,24"D,LAMDRWFRT, STL LKRL,LIN PULL - PTD,CSTR,STL TOP OFFICE 112 Options: ,TR-BN-BRONZE, GRADE B ,TR-BN-BRONZE, GRADE B ,H-EWY-FORMICA-PENCIL WOOD(7747-58) ,HP-AAZ-FOMICA-PENCIL WOOD(7747-58) ,LR-BP-CHROME, GRADE A	1	673.97	673.97
131	03	S7W-24-OH	MAARI, 4 LEG WOOD SIDE CHAIR, FAB SEAT, POLY BACKNO ARMS, PLASTIC GLIDE, OFFICE 112 Options: ,TR-1T-BALSAM GRD A (ZH)-LUUM-WOOL FLECK, GRADE G ,ZH-K5E-BITTERCRESS, GRADE G ,M5-W35-CLEAR ON WHITE OAK GRD B	1	690.04	690.04
132	03	SZT-20-711MA1	ZODY CLASSIC TASK, FAB ST,MESH BK,4D,LUM,BKLK,SYNTLT,FOAM,ADJ ST,ALUM BS,HRDCSTR OFFICE 112 Options: (4Z)-ELEMENT GRD B ,4Z-PL-PILLAR GRD B (MA)-ZODY MESH GRD A ,MA-3-WELLNESS GRD A ,TR-E-SMOKE GRD A ,TR-LE-METALLIC SILVER GRD B	1	1,119.26	1,119.26
133	03	TA0M-1348-LF	PLANES,MODESTY PANEL,13INX48IN,LAM,FULL OFFICE 112 Options: ,H-EWY-FORMICA-PENCIL WOOD(7747-58) ,HP-AAZ-FOMICA-PENCIL WOOD(7747-58)	1	169.91	169.91
134	03	TLCE-5870-NNNNCEB	PLANES LT, TABLE BASE,CR90X58"X70", C- LEG,EADJ1SS,23"D, BH OFFICE 112 Options: ,TR-C1-COCOA GRD A	1	1,330.69	1,330.69
135	03	TS00-3PUV	WORKSURFACE, RECT,24DX30W,LAM,EDGEBAND,STD CORE,NO CBL MGT, FTB GRAIN, SPC OFFICE 112 Options: ,H-EWY-FORMICA-PENCIL WOOD(7747-58) ,HP-AAZ-FOMICA-PENCIL WOOD(7747-58)	1	200.96	200.96
136	03	ULB3-1436-S	MASTERS SERIES,LAMINATE,BOOKCASE,14"DX36"W,3- HIGH,LTR OFFICE 112 Options: ,H-EWY-FORMICA-PENCIL WOOD(7747-58) ,HP-AAZ-FOMICA-PENCIL WOOD(7747-58)	1	1,103.85	1,103.85
137	03	WUCX-5460-LJSCL54	WORKSURFACE,CORNER 90 DEG WRAP EXTD,54WX60L,LAM,EDGEBAND,STD CORE,NO CBL MGT,LEFT,30,24 OFFICE 112	1	579.85	579.85

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Line	Loc	Item Number	Description	Order Qty	Unit Price	Extended
			Options: ,H-EWY-FORMICA-PENCIL WOOD(7747-58) ,HP-AAZ-FOMICA-PENCIL WOOD(7747-58)			
138	03	X5Y5-2416-8SSLLLN	MASTERS SERIES,WRDROBE,LAM,5H,24DX16W,LINEAR PULL,LK,LH,NO TOE KICK OFFICE 112	1	1,444.43	1,444.43
			Options: ,H-EWY-FORMICA-PENCIL WOOD(7747-58) ,HP-AAZ-FOMICA-PENCIL WOOD(7747-58) ,TR-BN-BRONZE, GRADE B ,LR-BP-CHROME, GRADE A			
139	03	ZUBF-0000-PN	FLUSH MOUNT PLATE OFFICE 112	2	11.60	23.20
173	03	HCPL-PPT1-16	HC, PABLO DESIGNS, PIXO PLUS, TABLE LIGHT OFFICE 112	1	276.25	276.25
			Options: ,TR-013			
OFFICE 112						7,612.41
			OFFICE 113			
140	03	JPMH-24-LP	X SERIES,PEDESTAL,MOBILE,B/B/F,24"D,LAMDRWFRT, STL LKRL,LIN PULL - PTD,CSTR,STL TOP OFFICE 113	1	673.97	673.97
			Options: ,TR-BN-BRONZE, GRADE B ,TR-BN-BRONZE, GRADE B ,H-EWY-FORMICA-PENCIL WOOD(7747-58) ,HP-AAZ-FOMICA-PENCIL WOOD(7747-58) ,LR-BP-CHROME, GRADE A			
142	03	S7W-24-0H	MAARI, 4 LEG WOOD SIDE CHAIR, FAB SEAT, POLY BACKNO ARMS, PLASTIC GLIDE, OFFICE 113	1	690.04	690.04
			Options: ,TR-1T-BALSAM GRD A (ZH)-LUUM-WOOL FLECK, GRADE G ,ZH-K5E-BITTERCRESS, GRADE G ,M5-W35-CLEAR ON WHITE OAK GRD B			
143	03	SZT-20-711MA1	ZODY CLASSIC TASK, FAB ST,MESH BK,4D,LUM,BKLK,SYNTLT,FOAM,ADJ ST,ALUM BS,HRDCSTR OFFICE 113	1	1,119.26	1,119.26
			Options: (4Z)-ELEMENT GRD B ,4Z-PL-PILLAR GRD B (MA)-ZODY MESH GRD A ,MA-3-WELLNESS GRD A ,TR-E-SMOKE GRD A ,TR-LE-METALLIC SILVER GRD B			
144	03	TA0M-1348-LF	PLANES,MODESTY PANEL,13INX48IN,LAM,FULL OFFICE 113	1	169.91	169.91
			Options: ,H-EWY-FORMICA-PENCIL WOOD(7747-58) ,HP-AAZ-FOMICA-PENCIL WOOD(7747-58)			
145	03	TLCE-5870-NNNNCEB	PLANES LT,TABLE BASE,CR90X58"X70", C- LEG,EADJ1SS,23"D, BH OFFICE 113	1	1,330.69	1,330.69
			Options: ,TR-C1-COCOA GRD A			

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07/27/2026				Kris Root	D	Net 35 Days	
Line	Loc	Item Number	Description	Order Qty	Unit Price	Extended	
146	03	TS00-3PUV	WORKSURFACE, RECT,24DX30W,LAM,EDGE BAND,STD CORE,NO CBL MGT, FTB GRAIN, SPC OFFICE 113 Options: ,H-EWY-FORMICA-PENCIL WOOD(7747-58) ,HP-AAZ-FOMICA-PENCIL WOOD(7747-58)	1	200.96	200.96	
147	03	WUCX-5460-LJSCL54	WORKSURFACE,CORNER 90 DEG WRAP EXTD,54WX60L,LAM,EDGE BAND,STD CORE,NO CBL MGT,LEFT,30,24 OFFICE 113 Options: ,H-EWY-FORMICA-PENCIL WOOD(7747-58) ,HP-AAZ-FOMICA-PENCIL WOOD(7747-58)	1	579.85	579.85	
148	03	X5Y5-2416-8SSLLLN	MASTERS SERIES,WRDROBE,LAM,5H,24DX16W,LINEAR PULL,LK,LH,NO TOE KICK OFFICE 113 Options: ,H-EWY-FORMICA-PENCIL WOOD(7747-58) ,HP-AAZ-FOMICA-PENCIL WOOD(7747-58) ,TR-BN-BRONZE, GRADE B ,LR-BP-CHROME, GRADE A	1	1,444.43	1,444.43	
149	03	ZUBF-0000-PN	FLUSH MOUNT PLATE OFFICE 113	2	11.60	23.20	
172	03	HCPL-PPT1-16	HC, PABLO DESIGNS, PIXO PLUS, TABLE LIGHT OFFICE 113 Options: ,TR-013	1	276.25	276.25	
						OFFICE 113	6,508.56
OPEN OFFICE 106							
150	03	STUP-2746-FRLNUB	CMP ECHO,CORNER SCRNL,27"H X46"W,FAB,RECT,LH,NO MODESTY,23/24" D OPEN OFFICE 106 Options: (4HV_BLANKET_RR){RAILROAD} BLANKET GRD B ,RR-459-GRASS (RR) GRD B ,TR-1Q-PARK GRD B	3	334.75	1,004.25	
151	03	STUP-2746-FRRNUB	CMP ECHO,CORNER SCRNL,27"H X46"W,FAB,RECT,RH,NO MODESTY,23/24" D OPEN OFFICE 106 Options: (4HV_BLANKET_RR){RAILROAD} BLANKET GRD B ,RR-459-GRASS (RR) GRD B ,TR-1Q-PARK GRD B	3	334.75	1,004.25	
152	03	SZT-20-711MA1	ZODY CLASSIC TASK, FAB ST,MESH BK,4D,LUM,BKLK,SYNTLT,FOAM,ADJ ST,ALUM BS,HRDCSTR OPEN OFFICE 106 Options: (4Z)-ELEMENT GRD B ,4Z-PL-PILLAR GRD B (MA)-ZODY MESH GRD A ,MA-3-WELLNESS GRD A ,TR-E-SMOKE GRD A ,TR-LE-METALLIC SILVER GRD B	6	1,119.26	6,715.56	
153	03	TLRA-2346-LJSNCE	PLANES LT,TABLE,RT,23"X46",LAM,EB3,STD,CO:NONE,C- LEG,EADJ1SS	6	1,039.54	6,237.24	

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Line	Loc	Item Number	Description	Order Qty	Unit Price	Extended
177	03	HCPL-PPT1-16	Options: OPEN OFFICE 106			
			,H-EWY-FORMICA-PENCIL WOOD(7747-58)			
			,HP-AAZ-FOMICA-PENCIL WOOD(7747-58)			
			,TR-0C1-COCOA, GRADE A			
			HC, PABLO DESIGNS, PIXO PLUS, TABLE LIGHT	6	276.25	1,657.50
			Options: OPEN OFFICE 106			
			,TR-013			
				OPEN OFFICE 106		16,618.80
161	03	S75-44-12	RENTAL 142			
			MAARI CONFERENCE 5 STAR BASE CHAIR, POLY SEAT, POLY BACK, FIXED ARMS, SOFT CASTERS	1	444.86	444.86
			RENTAL 142			
			Options: ,TR-1T-BALSAM GRD A			
			,TR-F-BLACK GRD A			
			,TR-1T-BALSAM GRD A			
				RENTAL 142		444.86
162	03	HCZN-SCL1-32	SENSORY 120			
			ZANOTTA, SACCO, LARGE LOUNGE CHAIR, FABRIC	1	1,645.87	1,645.87
			SENSORY 120			
			Options: ,FP-821-821			
				SENSORY 120		1,645.87
163	03	JLPD-0230-SJA	WORKSPACE 107			
			X SERIES,27.5"H X 30"W,LATERAL FILE,FILE,PTD DRAWER FRONT,PROUD,PTD LOCK BAR,ATTACHED,J PULL,GLIDES	1	632.30	632.30
			WORKSPACE 107			
			Options: ,TR-BN-BRONZE GRD B			
			,LR-BP-CHROME GRD A			
164	03	JSPY-0230-SJA	X SERIES,2H X 30"W,CLOSED CABINET,TWO DOORS,PTD DR FRONT,PTD LOCK BAR,ATTACHED MOUNT	1	741.40	741.40
			WORKSPACE 107			
			Options: ,TR-BN-BRONZE GRD B			
			,LR-BP-CHROME GRD A			
165	03	JTPL-1860-JYJYS	X SERIES, COMMON TOP, PRD FRNT, LAM TOP, 18.75DX60W, 3MM PLSTC USR, 1MM LH,3MM BCK,1MM RH	2	352.02	704.04
			WORKSPACE 107			
			Options: ,H-EWY-FORMICA-PENCIL WOOD(7747-58)			
			,HP-AAZ-FOMICA-PENCIL WOOD(7747-58)			
167	03	S7W-24-0H	MAARI, 4 LEG WOOD SIDE CHAIR, FABRIC SEAT, POLY BACKNO ARMS, PLASTIC GLIDE,	8	690.04	5,520.32
			WORKSPACE 107			
			Options: ,TR-1T-BALSAM GRD A			
			(DESIGNTEX)-DESIGNTEX-BUILDINGBLOCKS-MINT,GRD G			

Project: 41198
Proj Desc: Wood Lake Nature Center

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07/27/2026			Kris Root	D	Net 35 Days	
Line	Loc	Item Number	Description	Order Qty	Unit Price	Extended
168	03	SPLW-0989	,ZH-C514-BUILDINGBLOCKS-MINT. GRD G (M5_W35)-CLEAR ON WHITE OAK GRD B ,M5-W35-CLEAR ON WHITE OAK GRD B X SERIES, 2H X 30"W, BOX/BOX/BOX/BOX DRAWER CONFIGURATION, PROUD FRONT, LOCK BAR, J PULL, SPC WORKSPACE 107 Options: ,TR-BN-BRONZE, GRADE B ,LR-BP-CHROME, GRADE A	2	1,006.11	2,012.22
169	03	TYBA-3696-NNNNNG4A	CULTIVATE,BASE ONLY,36DX96W,GLD,28H,PTD WORKSPACE 107 Options: ,TR-BN-BRONZE, GRADE B	1	1,092.87	1,092.87
170	03	TYRA-3696-LJSX	CULTIVATE,RECT,36DX96W,LAM,EB3,STD CORE,FLUSH MOUNT 4 PORT WORKSPACE 107 Options: ,H-EWY-FORMICA-PENCIL WOOD(7747-58) ,HP-AAZ-FOMICA-PENCIL WOOD(7747-58)	1	485.50	485.50
WORKSPACE 107						11,188.65
ALL OTHER						
1	03	TARIFF - COMMENT	TARIFFS & RELATED SURCHARGES NOT KNOWN OR INCLUDED AT TIME OF PRICING WILL BE INVOICED SEPARATELY.	0	0.00	0.00
2	03	DISCLAIMER - PRODUCT	PLEASE BE AWARE THAT FLUID CANNOT CONTROL MANUFACTURERS ABILITY TO FULFILL ORDERS PER ORIGINAL LEAD TIMES PRODUCTION CAPABILITIES. PLEASE REFER TO THE DELIVERY SECTION OF THE TERMS AND CONDITIONS FOR DISCLAIMERS.	0	0.00	0.00
3	03	DESIGN/SPECIFICATION - FLUID	DESIGN/SPECIFICATION - FLUID	1	7,000.00	7,000.00
4	03	SURCHARGE - FLUID	FLUID LOGISTICS MANAGEMENT	1	2,886.01	2,886.01
6	03	NU LABOR - QUOTED	NU Labor - Quoted	1	27,220.00	27,220.00
ALL OTHER						37,106.01
Subtotal						429,659.54
Total Tax					USD	0.00
TOTAL AMOUNT -						429,659.54
Deposit Required :						214,829.77

Project Notes:

Wood Lake Nature Center project



Fluid Interiors
100 North 6th Street
Suite 100A
Minneapolis, MN 55403
Phone: 612-746-8700
Fax: 612-746-8701
Email/Web: www.fluidinteriors.com

Quotation

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07/27/2026		Kris Root	D	Net 35 Days

This Quote will expire on: August 14, 2026

TERMS AND CONDITIONS

FLUID INTERIORS, LLC TERMS AND CONDITIONS (GOODS AND SERVICES)

These Terms and Conditions ("Terms") are entered into by and between Fluid Interiors, LLC, a Minnesota limited liability company and its division (Christiansons by Fluid), (collectively "Fluid"), and the Buyer named below and are effective as of the Effective Date.

APPLICABILITY AND SCOPE. These Terms are the only terms and conditions that govern the sale of products or goods ("Products"), or the provision of design, project management, installation, and related services (collectively, "Services") by Fluid to Buyer. References to the "Agreement" shall mean these Terms and any Proposal or Quote supplied by Fluid and approved by Buyer (an "Order"), and any attachments to the Order.

PURCHASE ORDERS.

- Following the parties' execution of the initial Order, the parties may, from time-to-time, execute additional Orders contemplating the provision and receipt of new or expanded Products and Services provided under a prior Order.
- Design services will be included in the Order based on the signed approval drawings. Project management services to coordinate and oversee installations are required and will be included in the Order. Any additional design or project management services beyond those originally quoted in the Order will be billed hourly according to Fluid's standard rate schedule in effect at that time.

NOT RETAIL. Products are not stocked by Fluid. Products are specifically ordered for Buyer and are not returnable. It is understood and agreed that the Order is final and binding and cannot be canceled or modified except by mutual written consent of the parties.

CHANGES.

Fluid's order confirmation is final and binding and any subsequent changes are subject to Fluid's ability to conform and are dependent upon supplier approval. Buyer may request changes or modifications when needed however, these shall be treated as non-binding requests unless and until both Buyer and Fluid have agreed in writing of the changes and any change in costs related to product, shipping, restocking fee or other costs. Fluid will make every effort to accommodate change requests at little to no additional costs. Change in quantity or specification are subject to approval by Fluid and supplier. Any resultant charges from supplier would be paid by the Buyer. All changes in quantity or specification shall be delivered in writing. Fluid will not be held responsible for supplier's failure to accept any changes. Change orders, amendments or modifications will not nullify the agreement between Fluid and Buyer.

a. If changes occur on the jobsite or installation site (the "Site") requiring additional work, Fluid will present a written "Field Change Order" specifying the additional Services and corresponding charges for Buyer's approval.

PRICING & PAYMENT.

- Prices quoted by Fluid are good for fifteen (15) days from the date of Fluid's quotation. Buyer shall purchase the Products and Services from Fluid at the prices ("Price(s)") set forth in the Order. Unless specifically stated, Prices do not include any sales, use, and excise taxes, and any other applicable taxes, duties, and charges of any kind on any amounts payable by Buyer. Buyer is responsible for all such charges, costs and taxes. Fluid will make commercially reasonable efforts to include applicable manufacturer tariffs and surcharges in the Price. Tariffs and surcharges that are not presented at time of the Order will be invoiced to the Buyer separately.
- For all orders 50% deposit and balance due Net 15 days from date of invoice, which will be issued monthly upon substantial completion of work for services and upon delivery of product from the manufacturer. A monthly service charge of 2 1/2% per month will apply to all delinquent payments and will be added to the balance outstanding. A credit application is required when 50% deposit is made. Should Buyer not want to complete a credit application or if a credit application is denied by Fluid, 100% deposit is due before an order can be placed. Fluid may suspend the delivery, provision or performance of any Products or Services if Buyer fails to pay any amounts when due under the Agreement.

DELIVERY TERMS.

- Fluid will inform Buyer of an estimated date of delivery and install for the Products ("Estimated Delivery Date") when Fluid receives an estimated shipping date from its supplier or the product manufacturer. Buyer agrees that the Estimated Delivery Date is an estimate, is not guaranteed, and is subject to change without notice. Lead times vary widely by manufacturer, series, finish, and Buyer's Customer's Own Material ("COM") fabric. Fluid shall not be liable for any delays in delivery, including without limitation due to availability of COM fabrics or any other materials. Fluid will take commercially reasonable steps to facilitate timely delivery or performance.
- Delivery and installation work will be performed by Fluid's staff during normal business hours Monday through Friday, unless otherwise agreed in writing by Fluid. Installations and Services done after normal business hours or on weekends or holidays will be subject to an additional overtime charges and subject to Fluid's written acceptance.
- Unless otherwise agreed in writing by the parties, Fluid shall deliver the Products FCA manufacturer's shipping point using the Product manufacturer's standard methods for packaging and shipping.
- If special packaging or handling is required, it will be an extra charge payable by the Buyer.
- Fluid reserves the right in its sole discretion, without liability or penalty, to progress invoice Orders. Buyer shall pay for the Products shipped whether such shipment is in whole or partial fulfillment of Buyer's Order.
- Safe and adequate storage space for the Products will be provided by the Buyer at its sole cost and expense. If the space provided is inadequate, requires excessive sorting, storage or is inconveniently located or on another floor, Fluid will invoice Buyer for the extra cost of such handling or moving.
- If delivery cannot be made because of building or Site conditions, or other reasons beyond Fluid's control, Products will be placed in storage in Fluid's warehouse or a public warehouse (at Fluid's sole option). Fluid will invoice Buyer for additional charges as applicable for, any storage, labor and delivery charges. Buyer understands, acknowledges, and agrees that Fluid will invoice 100% of the un-invoiced Product as of manufacturer ship date. Storage charges will be invoiced for Products held in Fluid's warehouse at the Buyer's request for over thirty (30) days, unless otherwise agreed to in writing by both parties.

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6710 Lake Shore Dr
Richfield, MN 55423
Attention: Accounts Payable

Ship To: 2952-03
City of Richfield
6710 Lake Shore Dr
Richfield, MN 55423

Date Entered	Customer PO	Salesperson	FOB	Terms
07/27/2026		Kris Root	D	Net 35 Days

JOB SITE & INSTALLATION SERVICES.

- The Site must be ready to accept furniture with construction complete (ceiling grid and tile in, wall covering/paint done, carpet and baseboard finished, electrical/data work done, etc.) and the space free of trades (punch list trades only), as well as clean and free of debris. Adequate facilities for off-loading, staging, moving and handling of product shall be provided by Buyer. Sites not ready to accept furniture will be subject to additional fees. The Price is based on a single-phase installation, any additional phasing due to unfinished construction will result in additional fees. Fluid is not responsible to keep furniture installation area free from construction dust. Any cleaning Services provided by Fluid to remove dust and debris created by on-going construction activity, during or after Fluid's installation, will be invoiced to Buyer on a "Time and Materials" basis.
- Electric connections, heat, ventilation, hoisting and elevator service at the Site will be provided by Buyer without charge to Fluid. Carrying or moving Products up or down stairs is NOT included in the Services, unless noted otherwise.
- Fluid's ability to erect or assemble furniture knocked-down or to permanently attach, affix, or bolt in place movable furniture is dependent on requirements based on the location of the Site and Products.

INSPECTION AND REJECTION OF DELIVERED PRODUCTS.

- Buyer shall inspect the Products within seven (7) days of delivery of the Products to the Site ("Inspection Period"). Buyer will be deemed to have accepted the Products unless it notifies Fluid in writing of any Nonconforming Products during the Inspection Period and furnishes written evidence or other documentation as required by Fluid.
- "Nonconforming Products" means only the following: (i) Product shipped is different than identified in Buyer's Order; or (ii) Product's label or packaging incorrectly identifies its contents. Nonconforming Products does not include Products that have different variations in wood grain, finish, or dye lot; and Products may not be rejected on this basis. Slight variations in wood product grain or color due to product age or natural differences in graining structure are beyond the control of Fluid. Minor variations between finishes in products provided by single or multiple manufacturers are also considered to be acceptable. Fabrics and painted products are subject to dye lot differences, which can cause minor variations in color. Such slight variations are generally acceptable and are beyond the control of Fluid.
- If Buyer timely notifies Fluid of any Nonconforming Products, Fluid shall, in its sole discretion, work with manufacturer to (i) replace such Nonconforming Products with conforming Products or (ii) provide another acceptable remedy.
- Buyer acknowledges and agrees that the remedies set forth in this section are Buyer's exclusive remedies for the delivery of Nonconforming Products.

TITLE, RISK OF LOSS, AND SECURITY INTEREST. The risk of loss passes from the manufacturer to the Buyer upon shipment from manufacturers dock. Fluid does not take ownership of the Product but will work with affected parties should a loss occur in the preceding. As collateral security for the payment of the Price of the Products, Buyer grants to Fluid a lien on and security interest in and to all of the right, title, and interest of Buyer in, to and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Minnesota Uniform Commercial Code. Failure to pay for Product may result in Fluid's repossession of the Product. Fluid shall have the right to repossess without court order all delivered Products for which payment in full has not been received. Buyer agrees to pay costs and expenses, including attorneys' fees resulting from actions taken under this section.

INSURANCE. During the term of this Agreement, Buyer shall at its own expense, maintain and carry insurance in full force and effect, which shall include, but is not limited to, commercial general liability insurance (including product liability) in a sum no less than \$100,000, workers' compensation, and property insurance for the Transit, Site and Storage of the Products, with financially sound and reputable insurers.

WARRANTY DISCLAIMER.

a. Fluid provides punch documentation to the Buyer during installation and no less frequent than at the end of the job. Punch consists of Fluid personnel inspecting all products installed per plan completing any adjustments required so that the finished product, as installed, is free from defect or installation concerns. Once punch documentation is created and agreed upon (signed/documented), it is considered final and no adjustments will be considered. Any punch items unable to be remedied at substantial completion of install will be documented separately. Fluid warrants their labor and installation for the first year, beginning day 1 after installation, which will be communicated to the buyer at the same time as punch sign off. Fluid does not make any warranties of product sold hereunder whatsoever, including any warranty of merchantability or warranty that the product is fit for any particular use or purpose. The Buyer shall rely exclusively upon warranties provided by the supplier of all products sold hereunder, which are passed through to Buyer when permissible and "as is". Fluid will assist Buyer in the event of any claims for defective material or workmanship that may be made during the warranty period stated by the supplier. If Fluid is requested to perform warranty work and subsequently is determined that the product is not covered by any supplier warranty, Buyer will be charged for services at the current labor and travel rate. b. WHILE FLUID MAY AGREE IN ITS SOLE DISCRETION TO REPLACE THE PRODUCT(S) OR REFUND THE PURCHASE PRICE FOR THE PRODUCT(S) AND TO THE EXTENT PERMITTED BY LAW, FLUID DISCLAIMS AND SHALL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEAL, WITH RESPECT TO THE PRODUCT(S) AND SERVICES, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY UNDER THESE TERMS WILL BE SOLELY AS PERMITTED UNDER THESE TERMS. FLUID IS NOT RESPONSIBLE FOR COSTS OR ANY DAMAGES THAT RESULT FROM USE OR MISUSE OF THE PRODUCT(S).

CLAIMS AND LIMITATION OF LIABILITY.

- All claims shall be deemed waived unless made in writing and delivered to Fluid within seven (7) days after receipt of Products. Buyer shall afford Fluid prompt and reasonable opportunity to inspect the Products, Site, or Services. Fluid reserves the right, at its sole discretion, but does not have the obligation, to remedy any claimed defect in the Products or to replace such Products. Buyer may not offset or otherwise reduce or restrict payment of any invoice due to a claim.
- IN NO EVENT SHALL FLUID BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, LOSS OF REVENUE OR PROFIT,

Project: 41198
Proj Desc: Wood Lake Nature Center

Quote: 41198.001
Status: New

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MANUFACTURING COSTS, DIMINUTION IN VALUE, LOSS OF PRODUCTS WILL, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT FLUID HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

c. IN NO EVENT SHALL FLUID'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO FLUID FOR THE PRODUCTS AND SERVICES SOLD UNDER THE SPECIFIC ORDER AT ISSUE.

INDEMNIFICATION. Each Party shall indemnify, defend, and hold harmless to the other party and its affiliates and their representatives, directors, officers, employees, and agents from and against any and all third-party claims, demands, suits, actions, judgments, costs, and liabilities (including attorney's fees) caused by the negligent or willful acts or omissions of Buyer or its directors, officers, employees, contractors, subcontractors, or agents.

TERMINATION. In addition to any remedies that may be provided under these Terms, Fluid may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Buyer's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors; or (d) at its convenience and for any reason or no reason.

COMPLIANCE WITH LAW. Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

FORCE MAJEURE. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Fluid), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other events beyond the reasonable control of the Impacted Party. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In addition, any act or omission of Buyer or its agents, subcontractors, consultants, or employees that impedes or delays Fluid's performance will be a Force Majeure Event.

GENERAL TERMS & CONDITIONS.

- These Terms and the Agreement is the final expression of the agreement between the Buyer and Fluid and supersedes all prior or contemporaneous oral and written statements regarding the Order. The Agreement may only be modified in writing by Fluid, or by a revised acknowledgment duly issued by Fluid. Fluid rejects any additional terms, provisions, or obligations that are not contained in these Terms, the Proposal or Quote, and Buyer's acceptance of the Proposal or Quote. Any other or additional terms, provisions, or obligations in Buyer's acceptance are expressly rejected.
- The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any form of joint enterprise, employment, or fiduciary relationship between the parties; and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- Buyer shall reimburse Fluid for all costs incurred in collecting any payments due to Fluid, including, without limitation, reasonable attorneys' fees and court costs.
- This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns; and, nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.
- All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Minnesota. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal or state courts of the State of Minnesota in each case located in Hennepin County and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by email, personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
- If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement.
- No waiver by Fluid of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Fluid. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Fluid. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this



Fluid Interiors
100 North 6th Street
Suite 100A
Minneapolis, MN 55403
Phone: 612-746-8700
Fax: 612-746-8701
Email/Web: www.fluidinteriors.com

Quotation

Page: 22 of 22

Project: 41198
Proj Desc: Wood Lake Nature Center

Quote: 41198.001
Status: New

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Agreement.

Subtotal 429,659.54
Total 0.00
429,659.54

Signature	Title	Date
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Report Prepared By:

Joe Powers, City Engineer

Department Director:

Kristin Asher, Public Works Director

Item for Consideration:

Public hearing and consider the adoption of a resolution approving the Five-Year Street Reconstruction Plan (2027-2031) and authorize the issuance of street reconstruction bonds to finance the 2026-2027 Nicollet Avenue Reconstruction Project.

EXECUTIVE SUMMARY

Joe Powers, City Engineer, will present the Five-Year Reconstruction Plan (the "Plan") prior to the public hearing.

The City is authorized under Minnesota Statutes to prepare a Plan for street reconstruction in order to issue general obligation bonds to finance the cost of the identified projects.

Staff has prepared a Plan for the purposes of utilizing the general obligation bonds known as "street reconstruction bonds" to finance the work in place of special assessments or other funding options. The Nicollet Avenue Reconstruction Project is included in the proposed Plan and resolution authorizing issuance of up to \$5,000,000 in street reconstruction bonds.

For planning purposes, the Plan also identifies potential future projects for reconstruction within the next 5 years. A project's inclusion in the Plan does not require or guarantee that it will be constructed in the designated year. Additional projects in the Plan that identify street reconstruction bonds for funding include:

- 69th Street Reconstruction;
- Penn Avenue Reconstruction;
- 76th Street and Knox Avenue Improvements; and
- 76th Street West Reconstruction.

It is important to note that the bond authorization resolution up for consideration only authorizes the sale of \$5,000,000 in street reconstruction bonds for the Nicollet Avenue Reconstruction Project. The other projects in the Plan that identify street reconstruction bonds for funding would be required to go through this same public hearing process prior to bidding or construction.

RECOMMENDED ACTION

Conduct and close the public hearing and by motion: Adopt the resolution approving the Five-Year Street Reconstruction Plan and authorizing the issuance of street reconstruction bonds to finance the 2026-2027 Nicollet Avenue Reconstruction Project.

HISTORICAL CONTEXT

Hennepin County has planned a full reconstruction of County State Aid Highway (CSAH) 52 (Nicollet Avenue) from 77th Street to CSAH 53 (66th Street) in their Capital Improvement Plan for 2026 construction. The roadway and City-owned utilities have not been fully replaced since their original construction in the 1960s, when it was constructed as a four-lane roadway. The road has been milled and overlaid several times, most recently in 2014 when the road was also re-striped to a three-lane configuration. The northbound lane of Nicollet Avenue was impacted by a gas transmission line project in 2018 and repaved by the private utility owner. Median refuges were added to 71st, 72nd, and 73rd Streets in 2020.

Development of the project followed the city's public engagement process, beginning in 2023 and concluding with a preliminary layout approval by City Council in late 2024. Project design was completed in 2025, the project was bid in Spring 2026 and construction started in June 2026.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Strategic Considerations: The proposed re-design of Nicollet Avenue will ensure *City infrastructure supports service needs*.

Equity Considerations: The project will create a safer, more comfortable corridor for all users of Nicollet Avenue, whether they are walking, biking, rolling, driving a personal vehicle, or taking public transit. The proposed design emphasizes the safety of the roadway's most vulnerable users to reduce or eliminate vehicle crashes with pedestrians and bicyclists, and reduce the severity of vehicle crashes on the road.

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

- In order to utilize the Street Reconstruction Bonds, the following must occur:
 - Creation of a Plan;
 - Public Hearing regarding the Plan and Issuance of Bonds; and
 - Adoption of a resolution approving the Plan and giving preliminary approval for the issuance of Bonds.
- Within 30 days of the public hearing, voters may petition for a referendum, or vote, on issuing the bonds.

CRITICAL TIMING ISSUES

The public hearing, adoption of the Plan, resolution and reverse referendum period need to stay on track in order to meet the agreed-upon payment schedule with Hennepin County.

FINANCIAL IMPACT

- The adoption of the proposed resolution provides preliminary approval for the

issuance of street reconstruction bonds totaling a maximum of \$5,000,000 to finance the project identified for 2026 construction start (Nicollet Avenue).

- The engineer's estimate for the project's bonding needs is \$4,700,000. However, the resolution authorizes the sale of \$5,000,000 in street reconstruction bonds, which will allow the costs of bond issuance to be covered by the bond sale as well as cover some additional project cost increases, if any are identified during final design.
- City staff were successful in obtaining \$2,000,000 in state capital investment dollars for the project, which is being used to offset City utility costs.
- The Nicollet Avenue Reconstruction Project funding sources and uses breakdown is attached to this staff report.

LEGAL CONSIDERATIONS

- Minnesota Statute requires the City to hold a public hearing on the Plan and issuance of the bonds.
- The bond issuance is subject to a 30-day reverse referendum period upon approval.
- The City Attorney will be available to answer questions.

ALTERNATIVE RECOMMENDATION(S)

None

ATTACHMENTS

1. 5 Year Reconstruction Plan 2026
2. 5 Year Reconstruction Plan Narrative 2026
3. Nicollet_Ave_Reconstruction_Bond_Resolution
4. 20260720_Nicollet Ave Sources and Uses Tracking
5. 2026 PH-5Year Street Recon_revised

5-Year Reconstruction Plan
Projected Project Year Funding Sources

Proposed Year	2026-2027		2027		2027-2029	2028		2028-2029	2029	2030			
	Nicollet Ave Reconstruction	73rd Street Sidewalk	64th Street Sidewalk	77th Street Pavement Maintenance	Traffic Signal Replacements	69th Street Reconstruction	76th Street and I- 35W Intersections	Penn Ave Reconstruction	76th Street and Knox Ave Improvements	68th Street Sidewalk	73rd Street Ped. Bridge Replacement	73rd St. Trail	76th Street West Reconstruction
Street Reconstruction Bonds	\$5,000,000					\$3,240,000		\$7,000,000	\$1,663,000				\$3,750,000
Municipal State Aid		\$456,000	\$456,000	\$1,200,000	\$2,665,000		\$150,000	\$800,000		\$200,000	\$500,000	\$500,000	
Utility Bonds	\$150,000					\$4,450,000		\$5,000,000					\$1,500,000
City Utility Funds													
Water													
Sanitary													
Storm													
Grants													
Federal									\$2,687,000				
State	\$2,000,000	\$865,000	\$854,000							\$1,550,000		\$1,000,000	
County	\$12,460,000							\$20,700,000					
Bloomington													
Other													
Special Revenue - LGA													
Transfer In from Franchise Fees													
Special Assessment													
Metropolitan Airports Commission													
User Fee													
MnDOT							\$600,000				\$6,600,000		
Three Rivers Park District													
Xcel Utility Rate Payers (CRFS)													\$1,000,000
CenterPoint Energy													
Other (LTCR)													
Developer Financed													
TOTAL	\$19,610,000	\$1,321,000	\$1,310,000	\$1,200,000	\$2,665,000	\$7,690,000	\$750,000	\$33,500,000	\$4,350,000	\$1,750,000	\$7,100,000	\$1,500,000	\$6,250,000



Additional projects identified in CIP for 2031+

- 63rd Street Greenway
- 76th/77th Intersection Control
- Humboldt Ave/Lake Shore Drive Reconstruction
- North Lyndale Ave Reconstruction
- 70th Street Reconstruction
- 77th Street Reconstruction
- Bloomington Ave and Diagonal Ave Intersection Improvements
- Bloominton Ave and Richfield Parkway Intersection Improvements (63rd Street)
- TH 62 Noise Wall East (11th to Bloomington)

Five-Year Street Reconstruction Plan

2027 – 2031 Projects



Nicollet Avenue Reconstruction (2026-2027)

Nicollet Ave Reconstruction from 66th St to 77th St led by Hennepin County. Underground utilities will be replaced or lined as necessary. The County's consultant led a robust public engagement process following Richfield's public engagement process to guide the roadway design in 2023 and 2024. Staff were successful in obtaining \$2 million in state bond funding to offset utility costs. This is identified as a 2-year construction project (2026-27). Early project expenses are paid from existing City resources and will be reimbursed following the sale of G.O. bonds.

73rd Street Sidewalk (2026-2027)

This project will construct a new sidewalk along E 73rd Street and Diagonal Blvd to MSAS 369 (Cedar Ave S). Sidewalk location along the north side of the corridor was determined by the City's public engagement process. New ADA-compliant curb ramps will be added throughout the corridor. Minor right-of-way acquisitions and temporary construction easements will be required. Project was awarded Active Transportation funding through the Met Council's 2024 Regional Solicitation, with construction scheduled for 2026-2027.

64th Street Sidewalk (2027)

This project will construct a new sidewalk along W 64th St from just east of MSAS 363 (Lyndale Ave) to CSAH 35 (Portland Ave). The new sidewalk will be separated from the roadway by a boulevard, and new ADA-compliant curb ramps will be added throughout the corridor. A new ADA-compliant at-grade railroad crossing will be constructed across the Progressive Rail line located along Pleasant Ave. Minor right-of-way acquisition and temporary construction easements will be required. Sidewalk is programmed to be constructed on the south side of the street to minimize negative impacts to trees and driveways. Project was awarded Active Transportation funding through the 2024 Regional Solicitation, with a construction year of FY 2026. Staff are currently working with Progressive Rail and Canadian Pacific Kansas City to resolve concerns with a new railroad crossing, which has delayed construction to 2027.

77th Street Pavement Maintenance (2027)

The concrete pavement panels and pavement joints on 77th Street are beginning to fail in certain areas and will need major maintenance soon to avoid full reconstruction. This work will address the worst areas of pavement failure, primarily east of Portland Ave.

Traffic Signal Replacements (2027-2029)

The existing City-owned traffic signals along the 76th St/77th St corridor will be reaching the ends of their expected life-cycles between 2025 and 2035. The signals will need to be replaced with new signal systems or alternative traffic control measures. The estimated total cost of signal replacements is \$2.67M, with the first signal components being replaced no earlier than 2027 due to the ongoing 494 project.

69th Street Reconstruction (2028)

The project includes reconstruction of 69th Street between Penn Avenue and Xerxes Avenue, including narrowing of the roadway to add sidewalk to one side, reconstruction of retaining wall, lining or replacement of sanitary sewer, and replacement of storm sewer. The final roadway section will be determined following the City's public engagement process.

76th Street and I-35W Intersection Improvements (2028)

The Nine Mile Creek Regional Trail currently passes through the on and off ramps to I-35W at 76th Street, creating a safety risk for pedestrians and bicyclists using the trail. This project would modify the interchange ramp terminal designs to create safer intersections for pedestrians and bicyclists using the trail. Ultimate design would be done in coordination with MnDOT and via the City's public engagement process following a joint study beginning in 2026.

Penn Avenue Reconstruction (2028-2029)

This project consists of the reconstruction of Penn Avenue from Hwy 62 to 75th Street led by Hennepin County. The project includes the replacement of City utilities, ADA upgrades, and pedestrian and bicyclist upgrades. The City and County are currently leading a robust public engagement process to guide the roadway design. The current estimate is based on the County's cost share policy and assumes full utility replacement/rehabilitation.

76th Street and Knox Avenue Improvements (2029)

This project consists of the conversion of the existing signalized intersection at W 76th St (MSAS 361) and Knox Ave S to a roundabout, including improvements to active transportation facilities that use the intersection. Ultimate design of the intersection will be determined through the City's public engagement process. Permanent right-of-way acquisition and temporary construction easements will be required. Project was selected for Regional Solicitation in the 2024 cycle, with a FY 2029 construction date. The Regional Solicitation grant covers 80% of the estimated construction costs and City is responsible for funding the remaining construction costs and all design and right-of-way costs.

68th Street Sidewalk (2030)

Construction of a sidewalk along 68th St from Lyndale Ave to Nicollet Ave was included in the 2018 Pedestrian Master Plan; the 2023 Active Transportation Action Plan further identified 68th St between Lyndale Ave and Cedar Ave as a Priority Neighborhood Route. This project programs a sidewalk between Lyndale Ave and Portland Ave to fulfill goals in both plans and better fit current grant funding opportunities. Project includes narrowing the roadway by reconstructing a curb line, reconstruction of storm sewer, and reconstruction of any utility conflicts. Project will be advanced if awarded grant funding through Regional Solicitation.

73rd Street Pedestrian Bridge Replacement (2030)

Replacement of 73rd St pedestrian bridge over I-35W. The existing bridge is not ADA accessible, narrow, and disconnected from the existing pedestrian and bike network. MnDOT has indicated that funding is available for this project in FY2030.

73rd Street Trail (2030)

Construction of a 10' bituminous trail from 35W to Lyndale Ave along 73rd Street is included in the Pedestrian Master Plan. Project includes narrowing the roadway by reconstructing a curb line, reconstruction of storm sewer, and reconstruction of any utility conflicts. Project will be advanced if awarded grant funding through Regional Solicitation. This project will likely be constructed concurrently with the 73rd St Pedestrian Bridge.

76th Street West Reconstruction (2030)

Reconstruction of 76th Street between Sheridan Avenue and Xerxes Avenue, including traffic control at Sheridan Avenue, replacement of City utilities, undergrounding of overhead utilities, retaining wall and sidewalk replacement. The exact design of the roadway will be determined through a public input process.

RESOLUTION NO. XXXXX

Motion by:

Seconded by:

**ADOPTING A STREET RECONSTRUCTION PLAN AND
PROVIDING PRELIMINARY APPROVAL FOR THE ISSUANCE
OF STREET RECONSTRUCTION BONDS THEREUNDER**

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

Section 1. Background.

1.01. The City is authorized under Minnesota Statutes, Section 475.58, subdivision 3b (the "Act") to prepare a plan for street reconstruction in the City over the next five years that will be financed under the Act, including a description of the proposed work and estimated costs, and to issue general obligation bonds to finance the cost of street reconstruction activities described in the plan.

1.02. Before the issuance of any bonds under the Act, the City is required to hold a public hearing on the plan and issuance of the bonds.

1.03. Pursuant to the Act, the City, in consultation with its City engineer, has caused preparation of a five-year street reconstruction plan (the "Plan"), which describes certain street reconstruction activities in the City for the years 2027 through 2031. The reconstruction activities described in the Plan for years 2026-2027 include, but are not limited to, the reconstruction of Nicollet Avenue in the City (the "Project").

1.04. The City has determined that it is in the best interests of the City to authorize the issuance and sale of general obligation street reconstruction bonds (the "Bonds") pursuant to the Act in the maximum principal amount of \$5,000,000, and any premium received by the City. The purpose of the Bonds is to finance the costs of the Project as described in the Plan.

1.05. On this date, the City Council held a public hearing on the Plan and the issuance of the Bonds, after publication in the City's official newspaper of a notice of public hearing at least ten (10) days but no more than twenty-eight (28) days before the date of the hearing.

Section 2. Plan Approved.

2.01. The City Council finds that the Plan will improve the City's street system, which serves the interests of the City as a whole.

2.02. The Plan is approved in the form on file in City Hall.

Section 3. Bonds Authorized.

3.01. The City is authorized to issue the Bonds in a maximum principal amount of \$5,000,000, in order to finance the Project described in the Plan. City staff, its municipal advisor, and its legal counsel are authorized to take all actions needed to call for the sale of the Bonds, subject to the contingency described in Section 3.02 hereof.

3.02. If a petition requesting a vote on the issuance of the Bonds, signed by voters equal to five percent (5%) of the votes cast in the last municipal general election, is filed with the City Clerk

within thirty (30) days after the date of the public hearing, the City may issue the Bonds only after obtaining approval of a majority of voters voting on the question at an election. The authorization to issue the Bonds is subject to expiration of the thirty (30) day period without the City's receipt of a qualified petition under the Act, or if a qualified petition is filed, upon the approving vote of a majority of the voters voting on the question of issuance of the Bonds.

3.03. City staff are authorized and directed to take all other actions necessary to carry out the intent of this resolution.

Adopted by the City Council of the City of Richfield, Minnesota this 28th day of July, 2026.

VOTING AYE

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

VOTING NAY

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

Mary B. Supple, Mayor

ATTEST:

Michelle Friedrich, City Clerk

Nicollet Ave Reconstruction

Richfield Project No.

SAP Nos.

41019

027-652-046

157-020-034

Sources and Uses Tracking - updated 07/20/2026

	Council Action			Council Action			
	2024 CIP	2025 CIP	30% Engineer's Estimate and Project Approval	2026 CIP Estimate	90% Engineer's Estimate	95% Engineer's Estimate	Contract Award and Bond Issuance
Planned Construction Year:	2026-2027	2026-2027	2026-2027	2026-2027	2026-2027	2026-2027	2026-2027
Estimated Uses:							
Design	\$1,550,000	\$1,550,000	\$1,550,000	\$1,000,000	\$750,000	\$750,000	\$540,000
Nicollet Ave Reconstruction	\$7,150,000	\$4,450,000	\$5,100,000	\$5,100,000	\$3,300,000	\$2,945,000	\$2,755,000
Public Utility Improvements		\$4,000,000	\$5,900,000	\$3,200,000	\$3,000,000	\$2,500,000	\$1,760,000
Stormwater Improvements	Included above	Included above	Included in road cost	Included in road cost	Included in road costs	Included in road costs	Included in road costs
Change Orders			\$0	\$0	\$0	\$0	\$0
Right of Way			\$975,000	\$975,000	\$975,000	\$820,000	\$665,000
Legal			\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Construction Admin/Engineering			\$900,000	\$830,000	\$625,000	\$700,000	\$275,000
Staff			\$400,000	\$400,000	\$400,000	\$400,000	\$400,000
Contingency			Included above	Included above	\$625,000	\$537,000	\$450,000
Bond Issuance Costs							\$100,000
	20% Contingency	20% Contingency	25% Contingency	25% Contingency	10% Contingency	10% Contingency	10% Contingency
Total Uses	\$8,700,000	\$10,000,000	\$14,855,000	\$11,535,000	\$9,705,000	\$8,682,000	\$6,975,000
Sources:							
Street Reconstruction Bonds	\$8,700,000	\$5,000,000	\$7,200,000	\$7,500,000	\$7,500,000	\$7,500,000	\$5,000,000
Utility Bonds		\$5,000,000	\$5,900,000	\$4,000,000	\$4,000,000	\$4,000,000	\$150,000
State Bonds							\$2,000,000
Total Sources	\$8,700,000	\$10,000,000	\$13,100,000	\$11,500,000	\$11,500,000	\$11,500,000	\$7,150,000
Difference	\$0	\$0	-\$1,755,000	-\$35,000	\$1,795,000	\$2,818,000	\$175,000

Notes

Anticipated Debt Issuance (updated 07/2026):

Street Reconstruction Bonds

Utility Bonds

2027

2027

Low Risk

Medium Risk

High Risk



5 Year Street Reconstruction and Transportation Improvements Plan

5 Year Plan - Capital Projects

- **Nicollet Avenue Reconstruction (2026-2027)**
- 73rd Street Sidewalk (2026-2027)
- 64th Street Sidewalk (2027)
- 77th Street Pavement Maintenance (2027)
- Traffic Signal Replacements (2027-2029)
- **69th Street Reconstruction (2028)**
- 76th Street and I-35W Intersection Improvements (2028)
- **Penn Avenue Reconstruction (2028-2029)**
- **76th Street and Knox Avenue Improvements (2029)**
- 68th Street Sidewalk (2030)
- 73rd Street Pedestrian Bridge Replacement (2030)
- 73rd Street Trail (2030)
- **76th Street West Reconstruction (2030)**

*Highlighting indicates projects that include street reconstruction bond funding



Funding Outlook

5-Year Reconstruction Plan
Projected Project Year Funding Sources

Proposed Year	2026-2027		2027		2027-2029	2028		2028-2029	2029	2030			
	Nicollet Ave Reconstruction	73rd Street Sidewalk	64th Street Sidewalk	77th Street Pavement Maintenance	Traffic Signal Replacements	69th Street Reconstruction	76th Street and I-35W Intersections	Penn Ave Reconstruction	76th Street and Knox Ave Improvements	68th Street Sidewalk	73rd Street Ped. Bridge Replacement	73rd St. Trail	76th Street West Reconstruction
Street Reconstruction Bonds	\$5,000,000					\$3,240,000		\$7,000,000	\$1,663,000				\$3,750,000
Municipal State Aid		\$456,000	\$456,000	\$1,200,000	\$2,665,000		\$150,000	\$800,000		\$200,000	\$500,000	\$500,000	
Utility Bonds	\$150,000					\$4,450,000		\$5,000,000					\$1,500,000
City Utility Funds													
Water													
Sanitary													
Storm													
Grants													
Federal									\$2,687,000				
State	\$2,000,000	\$865,000	\$854,000							\$1,550,000		\$1,000,000	
County	\$12,460,000							\$20,700,000					
Bloomington													
Other													
Special Revenue - LGA													
Transfer In from Franchise Fees													
Special Assessment													
Metropolitan Airports Commission													
User Fee													
MnDOT							\$600,000				\$6,600,000		
Three Rivers Park District													
Xcel Utility Rate Payers (CRFS)													\$1,000,000
CenterPoint Energy													
Other (LTCR)													
Developer Financed													
TOTAL	\$19,610,000	\$1,321,000	\$1,310,000	\$1,200,000	\$2,665,000	\$7,690,000	\$750,000	\$33,500,000	\$4,350,000	\$1,750,000	\$7,100,000	\$1,500,000	\$6,250,000



Additional projects identified in CIP for 2031+
 63rd Street Greenway
 76th/77th Intersection Control
 Humboldt Ave/Lake Shore Drive Reconstruction
 North Lyndale Ave Reconstruction
 70th Street Reconstruction
 77th Street Reconstruction
 Bloomington Ave and Diagonal Ave Intersection Improvements
 Bloomington Ave and Richfield Parkway Intersection Improvements (63rd Street)
 TH 62 Noise Wall East (11th to Bloomington)



Street Reconstruction Bond Process

1. Adopt 5-Year Street Reconstruction Plan
2. Hold Public Hearing
3. 30 Day Reverse Referendum Period
4. Sell Bond – Construct Project

Bond reimbursement resolution was passed in 2024, allowing bond proceeds to be used for work already completed.



Nicollet Avenue Reconstruction (2026-2027)

- Nicollet Ave from 66th St to 77th St
 - Roadway reconstruction, bicycle and pedestrian improvements, public utility replacement/rehab
 - Led by Hennepin County
 - Public engagement process guided roadway design in 2023-2024
- 2-year construction project (2026-2027)
- \$19.6 Million est. cost
 - Street Reconstruction Bonds (\$5.0m)
 - Utility Bonds (\$0.15m)
 - State Funding (\$2.0m)
 - County Funding (\$12.46m)



Proposed Bond Resolution

- Nicollet Avenue Reconstruction – \$5.0 million

Tax Impact for a \$1,000,000 bond (TBD)

TAX IMPACT ANALYSIS							
Type of Property	Estimated Market Value	Market Value Exclusion	Taxable Market Value	Net Tax Capacity	Current City Tax	Proposed Tax Increase*	Proposed City Tax
Residential Homestead	\$ 50,000	\$ 20,000	\$ 30,000	\$ 300	\$ 167.35	\$ 0.48	\$ 167.83
	100,000	37,550	62,450	625	348.36	1.01	349.37
	150,000	33,050	116,950	1,170	652.38	1.89	654.27
	200,000	28,550	171,450	1,715	956.40	2.77	959.17
	250,000	24,050	225,950	2,260	1,260.42	3.65	1,264.07
	275,000	21,800	253,200	2,532	1,412.43	4.09	1,416.52
	300,000	19,550	280,450	2,805	1,564.43	4.53	1,568.96
	325,000	17,300	307,700	3,077	1,716.44	4.97	1,721.41
	350,000	15,050	334,950	3,350	1,868.45	5.41	1,873.86
	400,000	10,550	389,450	3,895	2,172.47	6.29	2,178.76
	500,000	1,550	498,450	4,985	2,780.50	8.05	2,788.56
	600,000	-	600,000	6,250	3,486.44	10.10	3,496.53

Proposed annual tax increase for a \$300,000 home from the \$5.0m bond = \$22.65 (20-year repayment)



