Richfield City Council Agenda
January 13, 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. Approve minutes from (1) Work Session meeting from December 9, 2025, (2) Regular Council meeting from December 9, 2025, and (3) Special Council Meeting on December 22, 2025.
5. **Open Forum**

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

   Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.
   a. **Approve Disbursements/Claims**
   b. **Consideration of an extension of an American Rescue Plan Act Professional Services Agreement with Reach for Resources.**
   c. **Consider approval of the second amendment to the Foundational Public Health Responsibilities (FPHR) services agreement with the City of Bloomington for 2026.**
   d. **Consider approval of a permit allowing MnDOT to access a City-owned easement at 351 77th Street West during the I-494 Project 2 construction.**
   e. **Resolution to approve Hennepin County SCORE 2026-2028 Funding Agreement.**
   f. **Consider a Cooperative Agreement with the West Metro Drug Task Force.**
   g. **Consider an agreement with LETAC for Policies360.**
   h. **Consider the designation of a Mayor Pro Tempore for 2026.**
   i. **Consider annual designations of Acting City Manager, Council Representatives, and the City's official newspaper for 2026.**
   j. **Consider resolutions designating official depositories for the City of Richfield for 2026, including the approval of collateral.**
8. **Consideration of Items, if Any Removed From Consent Calendar**
9. **Public Hearings**
   a. **Public hearing to consider and approve the renewal of 2026 Pawnbroker license for Metro Pawn & Gun, Inc., 7529 Lyndale Avenue South.**
10. **Proposed Ordinances**
    a. **First reading of an ordinance rezoning four parcels at approximately 76th Street and Morgan from R to MR-2 to facilitate construction of a new learning center for Minnesota Independence College & Community and discussion of related conditional use permit, variances, and plat.**
    b. **Consider approval of the first reading of an ordinance amending Section 300 and 310 of the Code of Ordinances to establish a Human Resources Department and add a Director of Human Resources position.**
11. **Resolutions**
    a. **Consider a resolution approving the project layout and providing Municipal Consent for**

Phase 2 of the I-494 Corridor Vision Project.

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.

CITY COUNCIL MEETING MINUTES
Richfield, Minnesota

City Council Work Session

December 9, 2025

ITEM #1	CALL TO ORDER

Mayor Supple called the work session to order at 6:15 p.m. in the Bartholomew Room.

Council Present:	Mary Supple, Mayor; Walter Burk, Sean Hayford Oleary, Rori A. Coleman-Woods.
Council Absent:	Sharon Christensen
Staff Present:	Katie Rodriguez, City Manager; Kristin Asher, Public Works Director; Chris Link, Deputy Public Works Director; Michelle Friedrich, City Clerk.
Guests:	None.

ITEM #2	ITEM DISCUSSION

a. Discuss Proposed Public Works Storage Site at Diagonal Boulevard and Cedar Avenue South.

Public Works Director Asher presented information regarding Public Works storage needs and requested direction from Council on whether to proceed with a new storage facility. She reviewed the current storage site uses and noted that the proposed site would offer improved accessibility. Public Works Director Asher stated that she has received many calls regarding selling the current property and has declined the offers.

Council noted concerned that the proposed property is directly across from residential homes. Deputy Public Works Director Link stated that salt storage would remain on-site and clarified that the proposed location would serve as a temporary storage facility, primarily accessed during business hours, with after-hours access limited to emergency situations. He reviewed the types of materials to be stored at the site. Public Works Director Asher displayed images of the existing storage facilities and noted that the new site would be designed similarly to the Taft location.

Council and staff discussed retirement of the Taft location. Public Works Director Asher confirmed that the Taft storage facility would be retired and reviewed the shortcomings of the current storage sites. Deputy Public Works Director Link added that the roadway at the Taft location would continue to be used.

Director Asher presented the proposed site plan, budget, and project schedule. Director Link reviewed potential impacts to neighboring properties.

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Council shared concerns and recommendations related to ensuring the properties are maintained in a clean and orderly manner.

ITEM #3	ADJOURNMENT

Mayor Supple adjourned the work session at 6:45 p.m.

To Be Approved: January 13, 2026

Mary B. Supple
Mayor

Michelle Friedrich
City Clerk

Katie Rodriguez
City Manager

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CITY COUNCIL MEETING MINUTES
Richfield, Minnesota

Council Regular Meeting

December 9, 2025

ITEM #1	CALL TO ORDER

The meeting was called to order by Mayor Supple at 7:00 p.m. on December 9, 2025, in the Council Chambers.

Council Present:	Mary Supple, Mayor; Walter Burk, Sean Hayford Oleary, Rori A. Coleman-Woods
Remote Access:	Council Member Christensen participated remotely via interactive technology for an excused medical reason.
Staff Present:	Katie Rodriguez, City Manager; Sack Thongvanh, Assistant City Manager; Melissa Poehlman, Community Development Director; Jennifer Anderson, Support Services Manager; Mary Tietjen, City Attorney; and Michelle Friedrich, City Clerk.
Guests:	None

ITEM #2	PLEDGE OF ALLEGIANCE

Mayor Supple led the Pledge of Allegiance.

ITEM #3	APPROVAL OF AGENDA

MOTION: made by Council Member Burk, seconded by Council Member Coleman-Woods to approve the Agenda as presented.

AMENDMENT TO MOTION: made by Burk, seconded by Hayford Oleary to amend the Agenda and move item 7c from the Consent Calendar to item 8a, under the Consideration of Items, if *Any Removed from Consent Calendar* section, for further discussion.
Voting Aye: Mayor Supple, Council Member Burk, Council Member Hayford Oleary, Council Member Christensen (remote), and Council Member Coleman-Woods.
Motion carried: 5-0

MOTION: made by Burk, seconded by Hayford Oleary to approve agenda as amended.
Voting Aye: Mayor Supple, Council Member Burk, Council Member Hayford Oleary, Council Member Christensen (remote), and Council Member Coleman-Woods.
Motion carried: 5-0

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ITEM #4	APPROVAL OF MINUTES

MOTION: made by Council Member Hayford Oleary, seconded by Council Member Burk to approve the minutes of the (1) City Council Work Session from November 25, 2025, and (2) City Council Special Meeting (Truth in Taxation meeting) from November 25, 2025, and (3) Council Regular Meeting from November 25, 2025.
Voting Aye: Mayor Supple, Council Member Burk, Council Member Hayford Oleary, Council Member Christensen (remote), and Council Member Coleman-Woods.
Motion carried: 5-0

ITEM #5	OPEN FORUM

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

Five residents addressed the Council during the Open Forum opportunity.

Ginny Morin, Richfield resident, expressed concerns about the Council's stance on supporting gun violence legislation as proposed in the September 23, 2025, work session. She opined that the recommendations would not reduce gun violence and would criminalize law-abiding citizens. She suggested that instead of adding more laws, the city should focus on ensuring prosecutors enforce existing laws.

Karole Kelly, Richfield resident, raised concerns about recent U.S. Immigration and Customs Enforcement (ICE) activities in Richfield. She described concerning incidents of ICE agents operating in apartment complex parking lots without proper warrants or documentation, expressing particular concern for vulnerable populations.

Erica Klein, Richfield resident and leader of Richfield Indivisible, posed two questions related to ICE activities and local policing: 1) whether there is a law prohibiting following U.S. Immigration and Customs Enforcement (ICE) agents for more than three blocks, and 2) clarification on whether Richfield police could face job loss for intervening with ICE agents. She requested formal responses to these questions.

Steve McKeown, Richfield resident, expressed concerns about U.S. Immigration and Customs Enforcement (ICE) activities causing fear in the community and negatively affecting businesses and churches. He urged the Council to consider measures like those adopted in Minneapolis.

Beatriz Leon, Richfield resident, recounted an incident on December 7, 2025, involving U.S. Immigration and Customs Enforcement (ICE) agents. She stated that she and her husband were observing a church for potential ICE activity when they were approached by armed agents. According to her account, the agents surrounded the car and pointed their weapons at them, made mocking remarks, and asserted that local law enforcement had no authority over their actions. She reported that a responding police officer was courteous and attempted to assist but explained that local police had limited ability to intervene in matters involving federal agents.

ITEM #6	PROCLAMATIONS AND PRESENTATIONS

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a. Proclamation Honoring Human Rights Month

Mayor Supple presented a proclamation declaring December 2025 as Human Rights Month in the City of Richfield. The proclamation recognized the Universal Declaration of Human Rights, first proclaimed by the United Nations on December 10, 1948, and its influence on legislation such as the Minnesota Human Rights Act.

Ally Beckman, representing the Center for Victims of Torture (one of the organizations mentioned in the proclamation), accepted the proclamation and shared brief remarks about the immigrants and refugees her organization serves. She noted these individuals have fled their home countries due to persecution based on political beliefs, religion, or ethnicity, and expressed appreciation for Richfield's diverse community.

ITEM #7	CONSENT CALENDAR

City Manager Rodriguez presented the consent calendar.

a. Approve Disbursements/Claims

U.S. BANK	11-28-2025
A/P Checks/ETF's: (11/15/2025 thru 11/28/2025)	$2,599,775.22
Payroll (12-5-2025)	$1,035,262.45
TOTAL	$3,635,037.67

b. Consider Adoption of a Resolution Designating Polling Places for 2026.

RESOLUTION NO. 12377
DESIGNATING POLLING PLACES FOR 2026

c. Item moved to section Consideration of Item, if Any Removed From Consent Calendar as item 8a – Consider Adoption of the City's Legislative Priorities for 2026.

d. Consider approval for a Temporary On-Sale Intoxicating Liquor license for the Blessed Trinity Catholic School, located at St. Richard's Catholic Church, 7540 Penn Avenue South, for their 2026 Sno*ball Dance taking place January 31, 2026.

e. Consider approval of the second amendment to the Response Sustainability Grant agreement with the City of Bloomington.

f. Consider approval of the sixth amendment to the local public health services agreement with the City of Bloomington for 2026.

g. Consider the renewal of the 2026 licenses for On-Sale Intoxicating, Club, On-Sale 3.2 Percent Malt Liquor and Wine, and Off-Sale 3.2 Percent Malt Liquor doing business in Richfield.

h. Consider the adoption of a resolution authorizing Richfield Public Safety/Police Department to accept donations from the listed agencies, businesses and private individuals for designated uses.

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RESOLUTION NO. 12378
AUTHORIZING ACCEPTANCE OF DONATION FROM LISTED AGENCIES, BUSINESSES, AND PRIVATE INVIDIUALS FOR DESIGATED USES

i. Consider the adoption of a resolution accepting grants and donations received by the Richfield Recreation Services in 2025 and authorizing staff to administer the funds in accordance with any applicable grant agreements and terms prescribed by donors.

RESOLUTION NO. 12379
AUTHORIZING ACCEPTANCE OF GRANTS AND DONATIONS FROM RICHFIELD RECREATION SERVICES IN 2025 AND AUTHORIZING STAFF TO ADMINISTER THE FUNDS IN ACCORDANCE WITH ANY APPLICABLE GRANT AGREEMENTS AND TERMS PRESECRIBED BY DONORS

MOTION: made by Council Member Coleman-Woods, seconded by Council Member Burk to approve the consent calendar as amended with item 7c moved to item 8a under section *Consideration of Items, if any, Removed from Consent Calendar*, for further discussion.
Voting Aye: Mayor Supple, Council Member Burk, Council Member Hayford Oleary, Council Member Christensen (remote), and Council Member Coleman-Woods.
Motion carried: 5-0

Mayor Supple thanked all donors who had given generously to both the police department and the recreation department.

ITEM #8	**CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM CONSENT CALENDAR**

a. (Item 7C moved from Consent Calendar.) Consider the Adoption of the City's Legislative Priorities for 2026.

Mayor Supple presented the executive summary of the City's legislative priorities, highlighting support for making 4d1 aid permanent for all affected cities and for repealing or modifying the 2024 legislation related to group assisted living facilities. Mayor Supple also noted the City's support for additional legislation aimed at reducing gun violence, the introduction of measures to lower local contributions to county and state projects, and the advancement of bonding priorities including the Nicollet Avenue reconstruction and the Richfield emergency water interconnect projects.

MOTION: made by Council Member Burk, seconded by Council Member Hayford Oleary to approve the Adoption of the City's Legislative Priorities for 2026.

Council proposed an amendment to include a federal legislative priority requesting that Representative Omar support federal legislation establishing requirements for U.S. Immigration and Customs Enforcement (ICE) agents. Council proposed requirements should include wearing clothing that clearly identifies them as ICE agents, immediately identifying themselves upon request, notifying state and local law enforcement of ICE activities within their jurisdictions, and ensuring that due process is followed when interacting with or apprehending individuals.

AMENDMENT TO MOTION: made by Council Member Burk, seconded by Council Member Hayford Oleary to amend the motion and include proposed legislation establishing requirements for U.S. Immigration and Customs Enforcement (ICE) agents within municipal jurisdictions as an additional priority in the Adoption of the City's Legislative Priorities for 2026.

Voting Aye: Mayor Supple, Council Member Burk, Council Member Hayford Oleary, Council Member Christensen (remote), and Council Member Coleman-Woods.
Motion carried: 5-0

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Council also briefly discussed the resident's earlier concern about gun legislation. Council members explained that the ability to regulate guns on city property was particularly important, and several members, including a legal gun owner, expressed support for the gun-related legislative priorities as written. Council noted that the legislation wasn't intended to restrict legal gun ownership but rather to implement common-sense measures like limiting high-capacity magazines.

MOTION: made by Council Member Burk, seconded by Council Member Hayford Oleary to approve the Adoption of the City's Legislative Priorities for 2026 as amended.
Voting Aye: Mayor Supple, Council Member Burk, Council Member Hayford Oleary, Council Member Christensen (remote), and Council Member Coleman-Woods.
Motion carried: 5-0

ITEM #9	**PUBLIC HEARINGS**

None.

ITEM #10	**PROPOSED ORDINANCES**

None.

ITEM #11	**RESOLUTIONS**

a. Consider resolutions approving the 2025 Revised/2026 Proposed Budgets, Tax Levy and related resolutions.

Council Member Coleman-Woods presented the staff report.

City Manager Rodriguez thanked Debit, Cash, and Budget Manager Steve McDaniel, department directors, council members, and community members who spoke at the Truth in Taxation hearing. City Manager Rodriguez acknowledged that while budget development is challenging for staff, annual increases are also challenging for taxpayers and promise to carry that perspective forward in future budget planning.

MOTION: made by Council Member Coleman-Woods, seconded by Council Member Burk, to adopt the resolutions approving the 2025 Revised/2026 Proposed Budgets, Tax Levy, and related resolutions.

RESOLUTION NO. 12380
AUTHORIZING REVISION OF 2025 BUDGET OF VARIOUS DEPARTMENTS

RESOLUTION 12381
ADOPTING A BUDGET AND TAX LEVY FOR THE YEAR 2026

RESOLUTION 12382
ESTABLISHING PUBLIC WORKS ON-CALL COMPENSATION RATES FOR 2026

RESOLUTION 12383
ESTABLISHING WASTEWATER SERVICE RATES AND CHARGES, WATER REATES AND CHARGES, SPECIAL WATER SERVICE CHANRGES, STORM SEWER RATES

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AND CHARGES, STREET LIGHT RATES AND CHARGES, AND 6.5% PENALTY ON PAST DUE ACCOUNTS

RESOLUTION 12384
ADOPTING THE 2026 CAPITAL IMPROVEMENT BUDGET

RESOLUTION 12385
ADOPTING THE 2027-2030 CAPITAL IMPROVEMENT PROGRAM

RESOLUTION 12386
RELATING TO THE 2026 GENERAL PAY PLAN

RESOLUTION 12387
RELATING TO THE 2026 SPECIALIZED PAY PLAN

Voting Aye: Mayor Supple, Council Member Burk, Council Member Hayford Oleary, Council Member Christensen (remote), and Council Member Coleman-Woods.
Motion carried: 5-0

b. Labor Agreement with Law Enforcement Labor Services, Inc. Local 123 (Police Officers) and Teamsters Local 320 (Police Sergeants and Police Lieutenants) for 2026-2027.

Council Member Burk presented the staff report.

Assistant City Manager Thongvanh thanked all parties involved in negotiations and noted that the net-budget impact would be approximately $75,000. He explained that the market has stabilized compared to 2024, when the city implemented an 11.4% increase (including 8.4% market adjustment).

MOTION: made by Council Member Burk, seconded by Council Member Coleman-Woods, to adopt the resolutions approving the provisions of the 2026-2027 labor agreements with Law Enforcement Labor Services, Inc. Local 123 (Officers) Bargaining Unit, and Teamsters Local 320 (Sergeants and Lieutenants) Bargaining Unit and authorize the City Manager to execute the agreements.

RESOLUTION 12388
RESOLUTION APPROVING LABOR AGREEMENT BETWEEN THE CITY OF RICHFIELD AND LAW ENFORCEMENT LABOR SERVICES, LOCAL 123 (OFFICERS) BARGAINING UNIT FOR YEARS 2026-2027

RESOLUTION 12389
APPROVING LABOR AGREEMENT BETWEEN THE CITY OF RICHFIELD AND TEAMSTERS, LOCAL 320 (SERGEANTS AND LIEUTENANTS) BARGAINING UNIT FOR YEARS 2026-2027

Voting Aye: Mayor Supple, Council Member Burk, Council Member Hayford Oleary, Council Member Christensen (remote), and Council Member Coleman-Woods.
Motion carried: 5-0

c. Consider a request for an Interim Use Permit (IUP) to allow temporary and occasional employee parking in a vacant lot adjacent to Lakewinds Co-op.

Council Member Hayford Oleary presented the staff report.

Council Member Hayford Oleary noted the Planning Commission held a public hearing on November 24, received no public comments, and voted 3–2 to recommend approval, with

dissenting commissioners favoring a shorter three-year term with potential administrative two, single-year extensions rather than a full five-year approval.

MOTION: made by Council Member Hayford Oleary, seconded by Coleman-Woods, approving a 5-year interim use permit for occasional employee parking on vacant lot 4 adjacent 6420 Lindale Avenue South.

Council Member Hayford Oleary expressed support for the 5-year IUP, however addressed concerns about the unsightly nature of the parcel since 2013. Council Member Hayford Oleary proposed an amendment to reduce the IUP term to three years with two one-year administrative extensions, requiring the co-op to meet with staff to discuss progress on long-term plans. Council Member Hayford Oleary also noted that the co-op had available on-street parking that wasn't being utilized.

AMENDMENT TO MOTION: made by Council Member Hayford Oleary, seconded by Burk, amending the 5-year interim use permit for occasional employee parking on vacant lot 4 adjacent 6420 Lindale Avenue South, to a 3-year interim use permit term with two possible one-year administrative extensions as discussed by the Planning Commission, and requiring the co-op to meet with staff to discuss progress on long-term plans.

Council and staff discussed and clarified administrative approvals and staff time involved with the two 1-year administrative extensions.

A representative from Lakewinds Co-op explained that their business has grown tremendously, making additional parking increasingly important. The representative confirmed that their long-term desire would be to combine the lots with permanent parking, as additional development on the site beyond parking would constrict access to their business. Regarding on-street parking, he noted that those spaces, only available in the past year, are heavily used by residents of nearby apartment buildings.

Voting Aye: Mayor Supple, Council Member Burk, Council Member Hayford Oleary, Council Member Christensen (remote), and Council Member Coleman-Woods.
Motion carried: 5-0

RESOLUTION 12390
APPROVING AN INTERIM USE PERMIT TO ALLOW OCCASSIONAL EMPLOYEE PARKING BY LAKEWINDS FOOD COOPERATIVE EMPLOYEES AT 6430 LYNDALE AVENUE SOUTH

Voting Aye: Mayor Supple, Council Member Burk, Council Member Hayford Oleary, Council Member Christensen (remote), and Council Member Coleman-Woods.
Motion carried: 5-0

ITEM #12	**OTHER BUSINESS**

None.

ITEM #13	**CITY MANAGER'S REPORT**

City Manager Rodriguez noted a short-term rental owner spoke during Open Forum at the last meeting to express concerns about the newly adopted short-term rental fee. City Manager

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Rodriguez noted the speaker stated the fee remains too high and believed it exceeds fees in neighboring cities. City Manager Rodriguez reviewed many neighboring cities have banned short-term rentals and discussed the varying initial fees and subsequent fees of neighboring cities. City Manager Rodriguez noted staff will review the short-term rental fee after the first year. City Manager Rodriguez address the tourism tax revenue and noted staff clarified that 95% of the tourism tax is required to be remitted to the Richfield Tourism and Promotion Board and cannot be used for this enforcement cost purposes.

City Manager Rodriguez reported that Mayor Supple facilitated a meeting with community volunteers, Chief Henthorne and Deputy Chief Griffin, and staff regarding recent ICE activity. The group discussed the City's role and limitations in responding, agreed to continue communication and collaboration, and emphasized efforts to keep residents safe and the significant community volunteer efforts supporting impacted families.

ITEM #14	**COUNCIL DISCUSSION**

a. Hats off to Hometown Hits.

Council Member Coleman-Woods expressed thankfulness to the community volunteers for their efforts in keeping the community safe regarding the recent ICE activity within the city.

Council Member Hayford Oleary gave a brief liaison report of the last Transportation Commission meeting and noted general information regarding road construction were presented. Council Member Hayford Oleary seconded the sentiments expressed by Council Member Coleman-Woods.

Mayor Supple thanked the Public Works department preemptively for the upcoming snow plowing and snow removal from city streets. Mayor Supple thanked the community volunteers for coming together from the impact and actions of ICE agents within the city. Mayor Supple express gratitude for the Public Safety department in deescalating tense situations and working to keep the community safe.

ITEM #15	**ADJOURNMENT**

MOTION: made by Council Member Coleman-Woods, seconded by Council Member Burk to adjourn the meeting at 8:10 p.m.
Voting Aye: Mayor Supple, Council Member Burk, Council Member Hayford Oleary, Council Member Christensen (remote), and Council Member Coleman-Woods.
Motion carried: 5-0

Date Approved: January 13, 2026

_____
Mary Supple
Mayor

_____
Michelle Friedrich
City Clerk

_____
Katie Rodriguez
City Manager

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CITY COUNCIL MEETING MINUTES
Richfield, Minnesota

Council Special Meeting

December 22, 2025

ITEM #1	CALL TO ORDER

The meeting was called to order by Mayor Supple at 6:00 p.m. on December 22, 2025, in the Council Chambers.

Council Present:	Mary Supple, Mayor; Walter Burk, Sean Hayford Oleary, Rori A. Coleman-Woods
Remote Access:	Council Member Christensen participated remotely via interactive technology for an excused medical reason.
Absent:	Sean Hayford Oleary
Staff Present:	Sack Thongvanh, Assistant City Manager; Sam Ketchum, Attorney; and Michelle Friedrich, City Clerk.
Absent:	Katie Rodriguez, City Manager
Guests:	None

ITEM #2	PLEDGE OF ALLEGIANCE

Mayor Supple led the Pledge of Allegiance.

ITEM #3	APPROVAL OF AGENDA

MOTION: made by Council Member Coleman-Woods, seconded by Council Member Burk to approve the Agenda as presented.
Voting Aye: Mayor Supple, Council Member Burk, Council Member Christensen (remote), and Council Member Coleman-Woods.
Motion carried: 4-0

ITEM #4	APPROVAL OF MINUTES

None.

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ITEM #5	OPEN FORUM

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

Four residents addressed the Council during the Open Forum opportunity.

Ashley Heurung, Richfield, spoke in support of cooperation with Immigration and Customs Enforcement (ICE) and policies encouraging voluntary compliance with immigration laws, citing public safety, fiscal responsibility, and rule of law.

Stephanie Kilpatrick Salazar, Richfield, spoke regarding the impact of ICE presence on families, students, and school attendance, expressing concerns about community fear and safety regardless of immigration status.

Justin Campbell, Richfield, thanked City snowplow operators for their work maintaining streets and neighborhoods.

Ava McNight, Richfield, urged the City not to allow ICE activity on public property and expressed concern regarding residents' rights and community safety.

ITEM #6	PROCLAMATIONS AND PRESENTATIONS

None.

ITEM #7	CONSENT CALENDAR

None.

ITEM #8	CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM CONSENT CALENDAR

None.

ITEM #9	PUBLIC HEARINGS

None.

ITEM #10	PROPOSED ORDINANCES

None.

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ITEM #11	RESOLUTIONS

a. Resolution Approving Labor Agreement with International Union of Operating Engineers, Local 49 (2026–2027)

Council Member Coleman-Woods presented the item.

Council Member Coleman-Woods presented the proposed two-year labor agreement as effective January 1, 2026, through December 31, 2027, and includes cost-of-living adjustments, market adjustments, increased clothing and safety boot allowances, licensure/certification pay adjustments, and continuation of insurance benefits including Minnesota Paid Leave.

MOTION: made by Council Member Coleman-Woods, seconded by Council Member Burk approving the resolution for the Labor Agreement Between the City Of Richfield and International Union Of Operating Engineers, Local 49 (Labor And Trades) Bargaining Unit For Years 2026-2027.

RESOLUTION 12391
APPROVING LABOR AGREEMENT BETWEEN THE CITY OF RICHFIELD AND INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 49 (LABOR AND TRADES) BARGAINING UNIT FOR YEARS 2026-2027

Voting Aye: Mayor Supple, Council Member Burk, Council Member Christensen (remote), and Council Member Coleman-Woods.
Motion carried: 4-0

b. Resolution Modifying Healthcare Savings Plan for Police Patrol (Local 123)

Council Member Burk presented the item.

Council Member Burk noted modifications include immediate enrollment upon employment, transition from fixed-dollar to percentage-based contributions and depositing unused leave balances into the Healthcare Savings Plan rather than cash payout. The plan will be effective January 1, 2026.

MOTION: made by Council Member Burk, seconded by Coleman-Woods approving the resolution Modifying Post Employment Health Care Savings Plan (HCSP) For Law Enforcement Labor Services (LELS) Local #123 Police Patrol.

RESOLUTION 12392
MODIFYING POST EMPLOYEMENT HEALTH CARE SAVINGS PLAN (HCSP) FOR LAW ENFORCEMENT LABOR SERVICES (LELS) LOCAL #123 POLICE PATROL

Voting Aye: Mayor Supple, Council Member Burk, Council Member Christensen (remote), and Council Member Coleman-Woods.
Motion carried: 4-0

ITEM #12	OTHER BUSINESS

None.

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ITEM #13	CITY MANAGER'S REPORT

Acting City Manager Thongvanh reported that, following discussion, the City Council did not adopt any changes to the legislative platform related to violence prevention language. He clarified that Richfield police officers are not informing individuals that it is illegal to follow ICE vehicles and reaffirmed that the City of Richfield does not participate in the enforcement of federal immigration law. He further explained that if a Richfield police officer were to interfere with or obstruct federal immigration enforcement activities, the officer could be subject to federal obstruction charges, which would be reported to the POST Board for review and possible action regarding the officer's license.

ITEM #14	COUNCIL DISCUSSION

a. Hats off to Hometown Hits.

Council Member Christensen shared holiday well-wishes with residents.

Council Member Coleman-Woods noted recent participation in local school visits focused on local government education.

Mayor Supple thanked the community for demonstrating solidarity and compassion during recent community stress.

ITEM #15	ADJOURNMENT

MOTION: made by Council Member Burk, seconded by Council Member Coleman-Woods to adjourn the meeting at 6:24 p.m.
Voting Aye: Mayor Supple, Council Member Burk, Council Member Christensen (remote), and Council Member Coleman-Woods.
Motion carried: 4-0

Date Approved: January 13, 2026

Mary Supple
Mayor

Michelle Friedrich
City Clerk

Katie Rodriguez
City Manager

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1

OPEN FORUM REGISTRATION CARD

Date 1/13/26

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

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

Name Heidi Gaibor

Richfield Resident? YES / NO

Email _____

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

Topic ICE in Richfield

Comments

2

OPEN FORUM REGISTRATION CARD

Date 1/13/26

Name Birgit Johnson

Richfield Resident? YES / NO

Email [redacted]

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

Topic Humanity

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

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

Comments

3 5

OPEN FORUM REGISTRATION CARD

Date 1/13/2026

Name Simon Troutmann Cordova

Richfield Resident? YES / NO

Email _____

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

Topic _____

Comments ICE + Rule of Law

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

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

4

OPEN FORUM REGISTRATION CARD

Date 1/13/26

Name Ashley Daniels

Richfield Resident? YES / NO

Email [redacted]

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

Topic ICE in our neighborhood

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

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

Comments

5

OPEN FORUM REGISTRATION CARD

Date 1/13/26

Name KATHLEEN BALABAN

Richfield Resident? YES / NO

Email [redacted]

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

Topic HR DIRECTOR

Comments BUDGET

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

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OPEN FORUM REGISTRATION CARD

Date 1/13/26

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

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Name Alicia Waters

Richfield Resident? YES / NO

Email _____

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

Topic ICE - Emergency ordinance

Comments See printout

1.

OPEN FORUM REGISTRATION CARD

Date 1/13/26

Name Courtney Kupsch

Richfield Resident? YES / NO

Email [redacted]

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

Topic ICE

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

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Comments

8.

OPEN FORUM REGISTRATION CARD

Date 1/13/26

Name Landon McKay

Richfield Resident? YES / NO

Email [redacted]

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

Topic ICE / Flock Cameras

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

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Comments

9.

OPEN FORUM REGISTRATION CARD

Date 1/13/26

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Name Taylor Martin

Richfield Resident? YES / NO

Email [redacted]

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

Topic ICE

Comments I want to know what our local gov is doing to protect our community from ICE and hold them accountable.

10.

OPEN FORUM REGISTRATION CARD

Date 1-13-26

Name CORAL THACKER

Richfield Resident? YES / NO

Email [redacted]

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

Topic ICE OUT MINNESOTA

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

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

Comments I have a speech and I will continue to come until my speech is heard. I am sorry I never came before now.

11.

OPEN FORUM REGISTRATION CARD

Date 4/13

Name Jeff R

Richfield Resident? (YES) / NO

Email _____

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

Topic ICE

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

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Comments

12.

OPEN FORUM REGISTRATION CARD

Date 1/13/2026

Name Ben Brown

Richfield Resident? YES / NO

Email [redacted]

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

Topic Concerning language from another meeting

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

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Comments

13.

OPEN FORUM REGISTRATION CARD

Date_____

Name Erica Klein

Richfield Resident? YES / NO

Email [redacted]

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

Topic _____

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Comments

14.

OPEN FORUM REGISTRATION CARD

Date 1-13-26

Name PATRICK JONES

Richfield Resident? YES / NO

Email _____

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

Topic ICE invasion

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

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Comments

OPEN FORUM REGISTRATION CARD

Date 1/13/26

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Name CONCETTA LEHNEN

Richfield Resident? YES / NO

Email _____

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

Topic ICE / FLOCK CAMERAS

Comments

6b 16.

OPEN FORUM REGISTRATION CARD

Date 1/13/24

Name Barbara Amram

Richfield Resident? YES / NO

Email [redacted]

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

Topic ICE

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

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Comments

17.

OPEN FORUM REGISTRATION CARD

Date _____

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Name LINDA PETERSEN

Richfield Resident? YES / NO

Email _____

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

Topic ICE

Comments ICE has made our city & Residents LESS Safe. People are being Kidnapped & Terrorized. We need answers & Plan to get ICE off our streets

15.

OPEN FORUM REGISTRATION CARD

Date Jan. 13, 2026

Name ALICIA TACKES

Richfield Resident? (YES) / NO

Email /

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

Topic ICE out Now!

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

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Comments I'm here to represent my neighbors currently being attacked and harassed by ICE/DHS/BP, against our constitutional rights. I demand that Richfield take action to bar ICE from staging on public/city owned properties and stand up for our rights.

19.

OPEN FORUM REGISTRATION CARD

Date 01/13/2026

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

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Name Joanne Ehren Dahlquist

Richfield Resident? YES / NO

Email [redacted]

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

Topic ICE & Richfield upholding rule of law

Comments

Richfield police officers act officially in an open, legit, identifiable way. The ICE "agents" in our area do not, and that puts me and others in danger. I want to know that Richfield police & other employees will uphold the real rule of law, not whatever revenge thuggery ICE is doing.

20.

OPEN FORUM REGISTRATION CARD

Date 1/13/26

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

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Name Megan Fatheree

Richfield Resident? YES / NO

Email [redacted]

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

Topic Public Safety

Comments

21.

OPEN FORUM REGISTRATION CARD

Date 1/13/26

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

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Name MATT ANDERSON

Richfield Resident? (YES) / NO

Email _____

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

Topic ICE OUT OF OUR CITY

Comments THE ICE INVASION OF OUR CITIES HAS EVERYONE ON EDGE AND MANY OF OUR NEIGHBORS FEELING JUSTIFIABLY AFRAID AND UNSAFE. I WOULD ASK CITY LEADERSHIP TO UNEQUIVOCALLY DENOUNCE ICE'S ACTIONS AND ~~PRESENCE~~ IN OUR

22.

OPEN FORUM REGISTRATION CARD

Date 1/13/26

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

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Name Jim Reilly

Richfield Resident? (YES) / NO

Email _____

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

Topic Federal immigration action

Comments

23.

OPEN FORUM REGISTRATION CARD

Date 1/13/26

Name Hannah Riddle

Richfield Resident? YES / NO

Email [redacted]

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

Topic Community Safety

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Comments

24.

OPEN FORUM REGISTRATION CARD

Date 1-13-2026

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Name Angela Alexander

Richfield Resident? YES / NO

Email _____

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

Topic ICE in MN

Comments

2f.

OPEN FORUM REGISTRATION CARD

Date _____

Name _____

Richfield Resident? YES / NO

Email [redacted]

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

Topic _____

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Comments _____

26

OPEN FORUM REGISTRATION CARD

Date 1/13/26

Name Mike Kuhs

Richfield Resident? YES / NO

Email _____

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

Topic ~~X~~ Accountability for Community Ideas

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

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Comments

27.

OPEN FORUM REGISTRATION CARD

Date_____

Name Heather Polinka

Richfield Resident? YES / NO

Email [redacted]

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

Topic _____

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Comments _____

18

OPEN FORUM REGISTRATION CARD

Date_____

Name Christie Stjern

Richfield Resident? YES / NO

Email [redacted]

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

Topic Ice

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

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Comments

2h.

OPEN FORUM REGISTRATION CARD

Date Jan. 13, 2026

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Name Amanda Foster

Richfield Resident? (YES) / NO

Email [redacted]

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

Topic ICE Issue

Comments I want people like my mother to be left alone and safe.

From: Kristin Williams
To: Michelle Friedrich
Subject: City Council Open Forum
Date: Monday, January 12, 2026 5:27:11 PM

I'd like to express my concern for the effect ICE and federal agents are having on our city and encourage the Council to take actions that will limit the harm they are causing. I have a child who attends [redacted] Elementary - this has already been a scary school year, starting with the shooting at Annunciation. When I imagined what raising a child would be like, I would never have expected to worry about federal agents threatening our schools' safety. My daughter is scared of what could happen to her or her friends, despite my best efforts to comfort her. I worry about the scenes I've seen on video around our state and in our community the last few weeks and how seeing something like that, even if she is not involved, could affect her.

Additionally, particularly after seeing videos like the one filmed at our local Target this week and hearing how observers have been harassed and threatened by these agents, I'm interested to know if there's any role the police or city could have in protecting residents and people's constitutional rights? My understanding is that they've declined involvement in past incidents. Is there an official policy regarding this and if not could one be created?

Thank you,

Kristin Williams
Richfield resident

From: John Grabow
To: Michelle Friedrich
Subject: City Council Open Forum
Date: Monday, January 12, 2026 9:17:54 PM

Hello, My name is John Grabow and I have been a resident and Richfield homeowner for 38 years. I want to go on record that I support the immigrant population in Richfield and the surrounding Minnesota areas. I know several immigrants personally and know them to be honest, hardworking people who are doing their best to raise their families while being excellent neighbors.

The actions of ICE and other federal departments has caused great fear and chaos in Richfield and the Twin Cities. People are afraid to go to work; to shop for groceries; to send their children to schools.
Their stated goal to deport only criminals would be acceptable if that was their ONLY goal. In reality, they are focusing their attention on Latino and Somali immigrants only.
They are not following the constitution which requires judicial warrants before apprehending people on the streets. This should not be happening. Immigrants make Richfield a strong, vibrant community.

I ask the Richfield city council to support these residents and to do everything in their authority to stop ICE from these illegal actions.

Thank you for your time.

John Grabow
[redacted]
Richfield MN 55423

Sent from my iPhone

From: Nick Trautner
To: Michelle Friedrich
Subject: Townhall question 1/13/2026
Date: Monday, January 12, 2026 10:23:17 PM

Why will Richfield police not intervene to protect Richfield citizens from assault predicated by ICE/DHS. Schools and business are closing. Simply not working with them clearly hasn't helped.

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Denise Dykeman
To: Michelle Friedrich
Subject: City Council Open Forum
Date: Monday, January 12, 2026 10:28:27 PM

Official Public Comment – Richfield City Council

Mayor and Council Members,

My name is Denise Dykeman and I am a **new resident of Richfield**. My husband and I chose to move here intentionally because Richfield offers something rare: the closeness and accountability of a small-town community combined with the diversity and vibrancy of a major metropolitan area.

I am deeply concerned about the impact that recent federal immigration enforcement actions are having on our community.

You are all aware of the incident at the Richfield Target, where federal agents detained two young US citizen workers in a public parking lot. That event did not happen in isolation. It has contributed to a climate of fear in which **Richfield families are sheltering in place, avoiding work, school, worship, and public life** because they fear encountering ICE. My husband and I have met some of these families personally.

This fear is not hypothetical. Just days ago, citizen **Renee Nicole Good was killed by an ICE agent during an enforcement operation in Minneapolis**. Regardless of the outcome of investigations, the fact that a federal immigration action ended in the death of a community member has had a chilling effect across the metro — including here in Richfield.

The result is that people are no longer exercising basic freedoms. Some Residents are afraid to assemble, to protest, to speak out, or even to be present in public spaces. **That is a loss of First Amendment freedoms**, and it affects the entire community, not only undocumented residents.

I also want to underscore an important legal point that is often lost in public discourse: **being undocumented is a civil immigration status issue**. In most cases, it is treated as a misdemeanor or a civil violation — not a violent crime. Enforcement tactics that resemble criminal manhunts or military operations are *wildly disproportionate* to the underlying legal issue and deeply damaging to community trust.

I am not asking this council to control federal policy. I am asking for **local leadership**. Specifically, I urge the Council to:

- Publicly acknowledge the fear these enforcement actions are causing in Richfield
- Clearly communicate what the City knows — and does not know — about ICE activity here
- Affirm that Richfield stands for civil liberties, due process, and the safety of all residents
- Create space for public dialogue so residents can ask questions and receive accurate information about among other topics, their rights, and how Richfield police are responding,

I moved to Richfield because I believed this city values both community and diversity. Moments like this are when those values must be made visible — not just in words, but in leadership.

Thank you for your time and for your service to this community.

Respectfully,
Denise A. Dykeman Esq.
Richfield MN

Sent from my iPhone

From: Katy Maltry
To: Michelle Friedrich
Subject: City Council Open Forum
Date: Tuesday, January 13, 2026 10:03:23 AM

To the Richfield City Council -

My name is Kathryn Maltry, and I live in Richfield. I moved here in 2021. I was happy to be a part of Minnesota, and proud to be part of the Richfield and Minneapolis community. Over the past few months and especially the last week, I have seen this community and my neighbors be threatened by federal agents regardless of their legal status, be subjected to racial profiling and fear tactics, and be physically harmed while those performing that harm hide behind their masks and the shield of being a federal agent.

I do not want to be part of a community that sits back and allows this to happen. I want to be part of a community that fights like [redacted] against the injustices being perpetrated against its members. I want to be part of the community that supports its neighbors. I want to be part of a community that looks on in horror at the kidnapping of two teenage boys from a local Target, of the shooting of a mother in the face, of the brutalizing of US citizens for exercising their first amendment rights and protesting and says "no more."

I encourage every member of this council to do everything in their power to protect and support every member of our community, whether they are here legally or not. Because if a single one of us is able to be detained, to be dragged away without a warrant or the ability to contact our families or to have access to legal representation, to be denied due process as is our right under the law, then none of us do.

I thank you for your time.

Kathryn Maltry

From:	Pam
To:	Mary Supple; Sharon Christensen; Walter Burk; Sean Hayford Oleary; Rori Coleman-Woods; Michelle Friedrich; Kate Aitchison
Subject:	Request for visible, ongoing leadership and community support
Date:	Tuesday, January 13, 2026 11:43:02 AM

Dear Mayor Supple and Members of the Richfield City Council,

I'm writing as a community member who cares deeply about Richfield and about how our local leaders show up for residents during moments of fear and uncertainty.

I am aware of the statement issued by the City clarifying that Richfield police do not enforce federal immigration laws. While that clarification is important, it does not feel sufficient given the level of fear, confusion, and distress many residents are experiencing right now. What feels most absent is visible, ongoing leadership, not just a single statement, but continued presence, communication, and reassurance.

When leadership is quiet or distant during moments like this, it can unintentionally create the impression that nothing is being done, even if work is happening behind the scenes. Right now, our community needs to see and hear how the City and the Mayor are actively supporting residents, advocating on their behalf, and responding to the real human impact of recent federal enforcement activity in and around Richfield.

I'm asking for more visible engagement, such as:
- Regular public updates or statements acknowledging community concerns
- Opportunities for residents to be heard through town halls or listening sessions
- Clear communication about what support, resources, or advocacy efforts are underway
- A continued affirmation that all residents deserve safety, dignity, and care

This is not about jurisdiction or legal authority, it's about leadership, trust, and reassurance. People are looking to their local leaders for calm, compassion, and clarity during a difficult time, and ongoing communication would go a long way toward restoring that trust.

Thank you for your time and for considering how greater visibility and engagement could help our community feel supported right now.

Pam Simon

From: Dhbipes
To: Michelle Friedrich
Subject: ICE Terrorizing Richfield
Date: Tuesday, January 13, 2026 12:05:42 PM

MIRA, a Latino outreach non-profit operating in Richfield since 2003, just *cancelled* our 9th annual Three Kings Festival planned for Saturday, January 10, 2026.

Last year we hosted over 300 people. We wrapped gifts for hundreds of children - gifts carefully chosen by age and bundled together by family. Our mayor helped families do art projects. The police handed out free sleds and saucers. We ate rosca, popcorn, drank hot chocolate. We talked to people from over 35 agencies around the cities.

This year we cancelled out of fear for our children. Terrorists paid for with our tax dollars are kidnapping people off our streets. We were afraid that people would *want* to bring their kids out even if it wasn't safe.

People across Richfield, people across the city, people across the state and country are pushing back against ICE. I encourage our city council to do everything in their power to push back against ICE in every way possible.

David Bipes
Richfield, MN
[redacted]

From: Estefany Vergara Zuniga
To: Michelle Friedrich
Subject: City Council Open Forum
Date: Tuesday, January 13, 2026 12:53:37 PM

Good afternoon:

I am writing in advance of the City Council meeting today. I will not be able to attend but wish to speak on the presence of ICE in Richfield. Firstly, I am so proud of all the efforts that have been organized to create a safe space for many of our neighbors.Thank you to those who consistently show up and volunteer their time. Unfortunately, I am still deeply hurt and disturbed by the divide in our community. We need to come together as a community. This is no longer a political, controversial or taboo topic. This issue is a **human issue**. A U.S. Citizen was dragged out of OUR Target, thrown onto concrete floor, and was dropped off a few hours later at a random location (near Walmart). He was carrying his passport and working. He was punished because he dared show up to work *brown.* This is gut-wrenching. Everyone I love feels forced to carry their passports and anxiously wait for texts that confirm a loved one made it to their destination safely. We are tirelessly showing up for our family and friends that feel too vulnerable to even do this. This is not fake news or a hoax. These federal agents do not have the proper training and yet are given immunity to treat us however they feel is right. I believe this will get worse before it gets better. There is no world where risk of deportation excuses mistreatment, disappearance, kidnapping, and death. There is no world where ICE agents should be showing up to schools and detaining CHILDREN.

I urge the City Council and our community leaders to:

• Stand in solidarity with immigrants and all residents who feel vulnerable, marginalized, or unsafe.
• Advocate for transparent investigations and accountability measures that protect civil rights and human dignity.
• Support and fund local resources and community programs that provide basic necessities to families in need.

• Recognize, acknowledge, and condemn the terror that ICE has created in our city.

Please help to get ICE out.

Thank you!

City Council Meeting 1/13/2026
Agenda Section:
Consent Calendar

Agenda Item: 7.b.

Report Prepared By:
Julie Urban, Assistant Community Development Director

Department Director:
Melissa Poehlman, Community Development Director

Item for Consideration:
Consideration of an extension of an American Rescue Plan Act Professional Services Agreement with Reach for Resources.

EXECUTIVE SUMMARY

On October 22, 2024, the Council approved a Professional Services Agreement (Agreement) with Reach for Resources to provide social activities and transportation to residents with disabilities. The Agreement was funded with the City's American Rescue Plan Act (ARPA) funding, a portion of which the Council designated for social service organizations to provide direct support to community members disproportionately impacted by the COVID-19 pandemic.

The social activities planned by Reach for Resources in 2025 attracted a small number of Richfield participants, so Reach for Resources is seeking an extension to the Agreement to host additional events in 2026. Reach for Resources staff will work with the City's Adaptive Recreation Program to plan and market additional programs to better serve Richfield residents.

RECOMMENDED ACTION

By Motion: Adopt a resolution approving an amendment to the American Rescue Plan Act Professional Services Agreement with Reach for Resources extending the deadline for expenditures to October 31, 2026.

HISTORICAL CONTEXT

- In 2022, the City designated $420,000 in ARPA funds toward social services that would help to mitigate the negative impacts of the COVID-19 pandemic, especially for those residents disproportionately impacted, including households with low incomes and those residents who are Black, Indigenous and People of Color (BIPOC). Professional Service Agreements were approved with local organizations in two rounds of competitive funding requests for proposals.
- In October 2024, Reach for Resources was awarded a contract in the amount of $5,000 to provide recreation/social activities for residents with disabilities.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Reach for Resources provides services, including transportation, to people with disabilities, furthering the City's Strategic Plan initiative to advance equity and inclusion.

POLICIES (RESOLUTIONS, ORDINANCES, REGULATIONS, STATUTES, ETC.)
None.

CRITICAL TIMING ISSUES
ARPA funds must be spent by December 31, 2026.

FINANCIAL IMPACT
The City was awarded $3.972 million in Coronovirus Local Fiscal Recovery Funds under ARPA to assist the City in recovery from the COVID-19 pandemic. The Council designated $300,000 in funds to social services agencies for direct service to community members.

LEGAL CONSIDERATIONS

- The proposed use of the funds is consistent with guidelines for federal ARPA funds.
- The City Attorney's office prepared the Agreements for ARPA awards.

ALTERNATIVE RECOMMENDATION(S)
Decide not to extend the Agreement; however, funds had to be committed in a contract by December 31, 2026, so the unspent money would need to be returned to the federal government.

ATTACHMENTS
1. Resolution Reach for Resources
2. Amendment to Professional Service Agreement for Reach for Resources

RESOLUTION NO. _____

RESOLUTION APPROVING AN AMENDMENT TO A PROFESSIONAL SERVICES AGREMEENT WITH REACH FOR RESOURCES

WHEREAS, Congress adopted the American Rescue Plan Act in March 2021 ("ARPA"), which included $65 billion in recovery funds for cities across the country; and

WHEREAS, on June 28, 2022, the City of Richfield received its final allocation of ARPA funds in the amount of $1,986,423.23, bringing the total amount of ARPA funds received by the City to $3,972,846.46; and

WHEREAS, on March 22, 2022, the City Council awarded $120,000 in ARPA funds to VEAP and Cornerstone Advocacy Services for immediate pandemic relief social service needs; and

WHEREAS, on September 13, 2022, the City Council approved various project proposals for ARPA funds and designated an additional $300,000 to social services; and

WHEREAS, on October 22, 2024, the City approved a Professional Service Agreement ("Agreement") with Reach for Resources, Inc., to provide social services and activities to community members negatively impacted by the COVID-19 pandemic; and

WHEREAS, the City awarded Reach for Resources $5,000.00 to provide recreational and social activities for people with disabilities; and

WHEREAS, Reach for Resources is seeking additional time to spend the funds; and

WHEREAS, staff recommends that the City extend the Agreement date an amended agreement; and

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. The City Council agrees to extend the expiration date of the Agreement to October 31, 2026.

2. The Mayor and the City Manager are hereby authorized to execute an amended Professional Services Agreement with Reach for Resources.

3. This resolution shall be in full force and effect as of the date hereof.

Adopted by the City Council of the City of Richfield, Minnesota this 13th day of January, 2026.

_____
Mary B. Supple, Mayor

ATTEST:

_____
Michelle Friederich, City Clerk

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Amendment (the "Amendment") is made as of the 13th day of January, 2026, by and between the City of Richfield, a public body corporate and politic under the laws of the State of Minnesota (the "City"), a public body corporate and politic under the laws of the State of Minnesota and Reach for Resources, Inc. (the "Contractor"), a Minnesota nonprofit corporation. This Amendment amends the Professional Services Agreement, dated November 1, 2024 (the "Original Agreement"). The Original Agreement, as amended by this Amendment is referred to herein as the "Agreement."

WITNESSETH:

WHEREAS, pursuant to the Original Agreement, the Contractor agreed to provide services to the HRA; and

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

NOW, THEREFORE, in consideration of the premises and mutual obligations of the parties under the Agreement and this Amendment, the parties hereby agree that the Agreement is amended as follows:

1. Amendment to Item 1: Effective Date, Term and Period of Performance. The end date of the Agreement is extended through October 31, 2026.

2. Confirmation of Agreement. Except as specifically amended herein, the Agreement is hereby ratified and confirmed and remains in full force and effect.

The Contractor having signed this Amendment, and the City having duly approved this Amendment on January 13, 2026, and pursuant to such approval and the proper City officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

CITY OF RICHFIELD

By: _____
Mayor

By: _____
City Manager

REACH FOR RESOURCES, INC.

By: _____
Title: _____

City Council Meeting 1/13/2026
Agenda Section:
Consent Calendar

Agenda Item: 7.c.

Report Prepared By:
Jennifer Anderson, Support Services Manager

Department Director:
Jay Henthorne, Police Chief

Item for Consideration:
Consider approval of the second amendment to the Foundational Public Health Responsibilities (FPHR) services agreement with the City of Bloomington for 2026.

EXECUTIVE SUMMARY

The Foundational Public Health Responsibilities (FPHR) are the unique responsibilities of governmental public health that define a minimum package of public health capabilities and programs that must be available in every community.

This funding must be used to fulfill foundational public health responsibilities as defined by the Minnesota Department of Health Commissioner in consultation with the State Community Health Service Advisory Committee (SCHSAC).

The City Council accepted and approved the funding from the Minnesota Department of Health at the January 23, 2024 City Council meeting and the first amendment to the FPHR services agreement at the February 11, 2025 City Council meeting.

RECOMMENDED ACTION

By motion: Approve the second amendment to the Foundational Public Health Responsibilities agreement with the City of Bloomington, extending the agreement through June 30, 2027

HISTORICAL CONTEXT

Governmental public health has a unique responsibility for protecting and promoting the health of the public. While Minnesota's nationally recognized state-local public health partnership has served Minnesotans well since it was established in 1976, many state and local health officials have serious concerns about their ability to fulfill that responsibility. A number of challenges have left us all at risk—increasing demands on decreasing resources, the changing role of public health from providing direct services to broader population-based prevention activities, new health threats, disparities in health status, decreasing budgets, and hiring challenges—to name a few.

A group of local and state public health leaders developed a framework for what Minnesotans should expect from their state and local public health partnership. This framework outlines a set of foundational public health responsibilities that are grounded by a core value: where you live should not determine your level of public health protection. The framework also recognizes that diseases and disasters do not

distinguish geographic boundaries. The framework is intentionally forward-looking and focused on what should be instead of what is. The framework represents the work governmental public health must do, and the important work governmental public health does, to meet the unique needs of communities across the state.

Exhibit E of the agreement outlines the scope of services Bloomington Public Health will complete in partnership with Richfield's CHS Administrator, and Exhibit F outlines the terms of payment.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Bloomington Public Health, in collaboration with the Richfield Department of Public Safety, reviews service levels within the contracts to meet the goals and objectives relating to DEI principles of the community members we serve.

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

Public Health departments across Minnesota are mandated by Minnesota Statue 145A to provide 6 areas of public health responsibilities:

- Assure an adequate local public health infrastructure
- Promote healthy communities and healthy behaviors
- Prevent the spread of communicable diseases
- Protect against environmental health hazards
- Prepare for and respond to emergencies
- Assure health services

CRITICAL TIMING ISSUES

There are no critical timing issues.

FINANCIAL IMPACT

Richfield's allotment of FPHR funding for 2025 was $216,045.
Richfield's allotment of FPHR funding for 2026 is $210,916. These funds will continue to cover the FPHR services agreement with the City of Bloomington's Public Health Department.

LEGAL CONSIDERATIONS

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

ALTERNATIVE RECOMMENDATION(S)

The City Council could decide not to approve the second amendment with the City of Bloomington and direct staff on how to proceed.

ATTACHMENTS

1. City of Richfield - Second Amendment FPHR

SECOND AMENDMENT TO FOUNDATIONAL PUBLIC HEALTH RESPONSIBILITIES SERVICES AGREEMENT BETWEEN THE MINNESOTA CITIES OF BLOOMINGTON AND RICHFIELD

THIS SECOND AMENDMENT is made on _____ by and between CITY OF BLOOMINGTON, a Minnesota municipal corporation located at 1800 West Old Shakopee Road, Bloomington, Minnesota 55431 ("Bloomington"), and CITY OF RICHFIELD, MINNESOTA, a Minnesota municipal corporation located at 6700 Portland Avenue, Richfield, Minnesota 55423 ("Richfield"). Bloomington and Richfield are herein referred to collectively as the "Parties."

WHEREAS, Bloomington and Richfield are parties to an Agreement dated January 1, 2024 (Agreement ID 2024-043), as amended by First Amendment dated February 24, 2025 (Agreement ID 2025-10) pursuant to which Bloomington is responsible for providing Foundational Public Health Responsibilities Services to the Residents of Richfield ("Agreement"); and

WHEREAS, the term of the Agreement ends June 30, 2026. Parties desire to amend the Agreement to extend the term until June 30, 2027; and

WHEREAS, Parties desire to amend the Agreement to include additional services as detailed in Exhibit E, and update the terms of payment in Exhibit F; and

WHEREAS, Parties desire to amend the Agreement to increase the total amount of work authorized, including reimbursable expenses, by $210,916.00 for a total contract not-to-exceed amount of $647,509.00; and

NOW, THEREFORE, in consideration of the terms and conditions expressed in this Second Amendment, Parties agree as follows:

1. Paragraph 1 of the Agreement shall be amended to read: "**Services to be Provided**: Bloomington agrees to provide the residents of Richfield with Foundational Public Health Responsibilities Services as described in the Scope of Services attached to this Agreement as Exhibits A, C and E or any supplemental letter agreements entered into between the Parties ("Services"). The Services referenced in the attached Exhibits A, C and E or any supplemental letter agreements shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by contractors currently providing similar services."

2. Paragraph 2 of the Agreement shall be amended to read: "**Time for Completion.** This Agreement shall remain in force and effect commencing from Effective Date and continuing until June 30, 2027, unless terminated by either Party or amended pursuant to the Agreement."

3. Paragraph 3 of the Agreement shall be amended to read: "**Consideration**: The consideration, which Richfield shall pay to Bloomington, shall not exceed $647,509.00, pursuant to the terms of payment set forth in Exhibit B, D and F and incorporated into this Agreement.

4. All other terms and conditions of the Agreement not modified by this Second Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties to the Agreement have caused this Second Amendment to be executed the day and year Second above written.

CITY OF BLOOMINGTON, MINNESOTA

DATED:_____ BY:_____

Its: Mayor

DATED:_____ BY:_____

Its: Interim City Manager

Reviewed and approved by the City Attorney.

_____

City Attorney

CITY OF RICHFIELD, MINNESOTA

DATED:_____ BY:_____

Its: City Manager

DATED:_____ BY:_____

Its: Mayor

EXHIBIT E TO FOUNDATIONAL PUBLIC HEALTH RESPONSIBILITES SERVICES AGREEMENT BETWEEN THE MINNESOTA CITIES OF BLOOMINGTON AND RICHFIELD

SCOPE OF SERVICES

The purpose of this funding is to support the implementation of Foundational Public Health Responsibilities (FPHR) by community health boards (grantees). The FPHR are the unique responsibilities of governmental public health that define a minimum package of public health capabilities and programs that must be available in every community.

This funding must be used to fulfill foundational public health responsibilities as defined by the Commissioner of Health in consultation with the State Community Health Service Advisory Committee (SCHSAC). Based on the recommendation of SCHSAC, Grantees cannot use these funds for non-FPHR activities at this time.

More details on the Foundational Public Health Responsibilities and examples of the work supported by these funds can be found on the MDH website: *Funding for Foundational Public Health Responsibilities*.

Duties:

1. Bloomington and Richfield shall complete, and update as necessary, proposed activities and a workplan for MDH approval in REDCap. This workplan will assure compliance with funding requirements and make connections with other grantees. Any changes made to the original proposal must be reviewed and approved by MDH.

2. Bloomington and Richfield shall complete a proposed budget in REDCap by the date provided to them by MDH. Any revisions made to the original budget must be made in REDCap and reviewed by MDH.

3. Bloomington and Richfield shall implement activities to carry out foundational public health responsibilities in accordance with the definitions outlined on the *Funding for Foundational Public Health Responsibilities* website and *Foundational Public Health Responsibilities Grant Expenditure Guide*.

4. Bloomington and Richfield shall provide requested financial and programmatic reporting information by the dates provided to them by MDH to meet funding reporting and monitoring requirements.

EXHIBIT F TO FOUNDATIONAL PUBLIC HEALTH RESPONSIBILITES SERVICES AGREEMENT BETWEEN THE MINNESOTA CITIES OF BLOOMINGTON AND RICHFIELD

TERMS OF PAYMENT

A. The Parties agree to allocate the costs of the Services in accordance with each city's share of the total services provided by Bloomington to all three cities (Bloomington, Edina, and Richfield) as identified below.

During the term of this Agreement, Richfield shall pay Bloomington the total not-to-exceed amount of $647,509.00 for Foundational Public Health Services.

	Share of total cost		
Allocation Method	Bloomington	Edina	Richfield
Costs shared equally with an adjustment for social vulnerability index of each city	36%	28%	36%

B. Bloomington will provide quarterly itemized invoices to Richfield on the following dates:

Invoice Dates:
April 15, 2026
July 15, 2026
October 15, 2026
January 15, 2027
April 15, 2027
July 15, 2027

C. Richfield shall make payment to Bloomington within 30 days of receipt of Bloomington's invoice.

City Council Meeting 1/13/2026
Agenda Section:
Consent Calendar

Agenda Item: 7.d.

Report Prepared By:
Joe Powers, City Engineer

Department Director:
Kristin Asher, Public Works Director

Item for Consideration:
Consider approval of a permit allowing MnDOT to access a City-owned easement at 351 77th Street West during the I-494 Project 2 construction.

EXECUTIVE SUMMARY

MnDOT's I-494 Project is scheduled to commence in 2027 and will including widening of I-494 between I-35W and 24th Avenue. The project will include adjustment of City-owned utilities where those utilities conflict with the highway construction. In most areas, those utilities are located within City or State-owned right of way. At 351 77th Street West (Sonesta Simply Suites), the City-owned watermain is located on private property, but within a City-owned utility easement. This watermain is in conflict with the highway project and will require relocation within the easement. In order for this work to happen, the City must grant MnDOT access to the easement in order for MnDOT to legally perform work on the watermain.

RECOMMENDED ACTION

Authorize the Mayor and City Manager to execute a permit allowing MnDOT to access a City-owned easement at 351 77th Street West during the I-494 Project 2 construction.

HISTORICAL CONTEXT

MnDOT has been developing I-494 Project 2 for construction commencing in 2027. The City Council is also considering Municipal Consent for the project at this meeting. However, this action is separate from that consideration.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

None.

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

State statute requires that MnDOT obtain legal authority for any work occurring on private property prior to letting the project. Since the utility easement is owned by the City, this action constitutes approval for MnDOT to work within the easement.

CRITICAL TIMING ISSUES

This approval must be granted prior to MnDOT letting I-494 Project 2 in spring/summer 2026. The permit will be valid until December 1, 2031, or until construction is completed.

FINANCIAL IMPACT
None.

LEGAL CONSIDERATIONS
The City Attorney has reviewed the permit and recommends approval via Council action.

ALTERNATIVE RECOMMENDATION(S)
None.

ATTACHMENTS
1. Temporary Permit and Parcel Sketch
2. Recorded Plat with Existing Easement

TEMPORARY PERMIT TO CONSTRUCT FOR GOVERNMENTAL ENTITIES

C.S. 2782 (494=393) 903
Parcel 210A
City of Richfield
County of Hennepin

Dated: November 12, 2025

The State of Minnesota, by its Commissioner of Transportation, has established and designated the route of Trunk Highway No. 494 in Hennepin County, Minnesota.

It is necessary that the State of Minnesota use for highway purposes real property situated in Hennepin County, Minnesota, as shown on EXHIBIT “A”.

The undersigned, having an interest in the above described real property, understand that they are not required to surrender possession of the property without just compensation and are not required to surrender lawfully occupied real property without at least 90 days notice.

By signing this Permit, the undersigned waives these rights and grants to the State of Minnesota the immediate right to enter the above described property for Water Main construction.

This Permit will expire on December 1, 2031 or when construction has been completed.

_____
Name/Title

_____
Signature Date

_____
Name/Title

_____
Signature Date

EXHIBIT "A"

DEPARTMENT OF TRANSPORTATION

C.S. 2785(494=393)903

S.P. 2785-462 | COUNTY: Hennepin | PARCEL NUMBER: 210A | PAGE 1 OF 1

OWNER: City of Richfield | SCALE 1" = 100 ft.

Parent Tract

New Right of Way (Fee) or Highway Easement

Temporary Easement

Existing Highway Easement to be purchased in FEE

Existing Other Roads Easement to be purchased in FEE

Wall Maintenance Easement

Existing Access Control

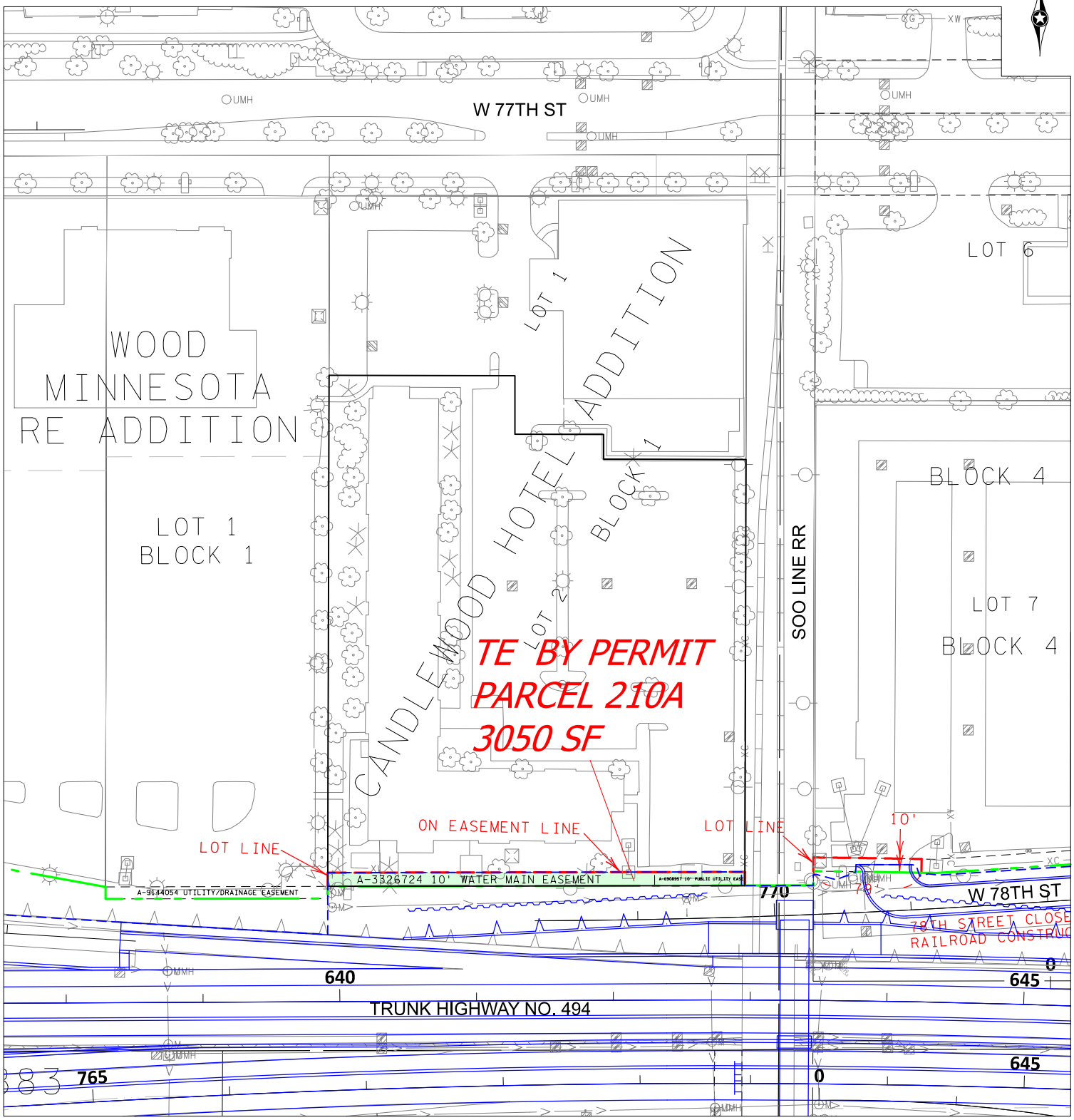
Inplace R/W Line

New Access Control

New R/W Line

Temporary Easement

Proposed Construction



LAYOUT SKETCH BY: KH | DATE: 11/12/2025

CITY COPY

C.R. DOC. NO.

OSM Orr Schelen Mayeron & Associates, Inc.
Engineers ▪ Architects ▪ Planners ▪ Surveyors

CANDLEWOOD HOTEL ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: that Candlewwod Minneapolis, MN, LLC, a Delaware limited liability company, fee owner, of the following described property situated in the County of Hennepin, State of Minnesota to wit:

That part of the West 305.00 feet of the East 330.00 feet of the Southeast Quarter of the Southwest Quarter of the Southwest Quarter of Section 34, Township 28, Range 24, Hennepin County, Minnesota, which lies southerly of a line described as beginning at a point in the west line of said East 330.00 feet distant 160.77 feet south of the northwest corner of said East 330.00 feet; thence easterly, at a right angle a distance of 136.00 feet; thence southerly at a right angle 42.80 feet; thence easterly at a right angle 65.00 feet; thence southerly at a right angle 18.00 feet; thence easterly at a right angle 104.00 feet to a point in the east line of said West 305.00 feet of the East 330.00 feet distant 222.86 feet south of the north line of said Southeast Quarter of the Southwest Quarter of the Southwest Quarter and said line there terminating, EXCEPT that part which lies southerly of a line run parallel with and distant 120 feet northerly of the south line of said Section 34, which was taken for Interstate Highway Number 494.

And that The Housing and Redevelopment Authority in and for the City of Richfield, a public body corporate and politic under the laws of the State of Minnesota, as fee owners of the following described property situated in the County of Hennepin, State of Minnesota to wit:

That part of the West 305.00 feet of the East 330.00 feet of the Southeast Quarter of the Southwest Quarter of the Southwest Quarter of Section 34, Township 28, Range 24, Hennepin County, Minnesota, which lies northerly of a line described as beginning at a point in the west line of said East 330.00 feet distant 160.77 feet south of the northwest corner of said East 330.00 feet; thence easterly, at a right angle a distance of 136.00 feet; thence southerly at a right angle 42.80 feet; thence easterly at a right angle 65.00 feet; thence southerly at a right angle 18.00 feet; thence easterly at a right angle 104.00 feet to a point in the east line of said West 305.00 feet of the East 330.00 feet distant 222.86 feet south of the north line of said Southeast Quarter of the Southwest Quarter of the Southwest Quarter and said line there terminating, EXCEPT the north 30.00 feet of the West 239.00 feet of said East 330.00 feet, according to the United Government survey thereof, Hennepin County Minnesota.

Have caused the same to be surveyed and platted as CANDLEWOOD HOTEL ADDITION and do hereby donate and dedicate to the public for public use forever the street and the drainage and utility easements as shown on the plat.

In witness whereof said Candlewood Minneapolis, MN, LLC, a Delaware limited liability company has caused these presents to be signed by its proper officers this 18th day of December, 1998.

CANDLEWOOD MINNEAPOLIS, MN, LLC

By _____; its Vice President.

By Thomas Kennalley; its Vice President

STATE OF Kansas
COUNTY OF Sedgwick

The foregoing instrument was acknowledged before me this 18th day of December, 1998 A.D.
by Jeffrey F. Hitz, its Vice President, and
by Thomas Kennalley, its Vice President of Candlewood Minneapolis, MN, LLC, a Delaware limited liability company, on behalf of said company.

Bryan P. Nuss - Bryan P. Nuss
Notary Public, Sedgwick County, Kansas
My Commission Expires 06/24/2002

BRYAN P. NUSS
NOTARY PUBLIC
State of Kansas
MY APPT EXPIRES 6/24/2002

In witness whereof said The Housing and Redevelopment Authority in and for the City of Richfield, a public body corporate and politic under the laws of the State of Minnesota has caused these presents to be signed by its proper officers this 21st day of December, 1998.

THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF RICHFIELD

By _____; its Chairperson

By _____; its Executive Director

STATE OF MINNESOTA
COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this 21st day of December, 1998, A.D.
by Thomas E. Harms, its Chairperson, and by James D. Prosser, its Executive Director of The Housing and Redevelopment Authority in and for the City of Richfield, a public body corporate and politic under the laws of the State of Minnesota, on behalf of said public body.

Julie A. Urban
Notary Public, Hennepin County, Minnesota
My Commission Expires 1-31-2000

JULIE A. URBAN
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES JAN. 31, 2000

I, D. Edward Ames, hereby certify that I have surveyed and platted the property described on this plat as CANDLEWOOD HOTEL ADDITION; that this plat is a correct representation of said survey; that all distances are correctly shown on the plat in feet and hundredths of a foot; that all monuments have been correctly placed in the ground as shown; that the outside boundary lines are correctly designated on said plat; and that there are no wetlands as defined in M.S. 505.02. Sub'd. 1 to be designated on said plat.

D. Edward Ames
D. Edward Ames
Land Surveyor, License No. 11394

STATE OF MINNESOTA
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this 17th day of December, 1998 by D. Edward Ames, Land Surveyor.

Kim J. Midthun
Kim J. Midthun, Notary of Public, Hennepin County, Minnesota
My commission expires January 31, 2000

KIM J. MIDTHUN
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES
JANUARY 31, 2000

RICHFIELD, MINNESOTA

I hereby certify that this plat of CANDLEWOOD HOTEL ADDITION was approved and accepted by the City Council of the City of Richfield at a regular meeting thereof held this 23rd day of November, 1998. If applicable, the written comments and recommendations of the Commissioner of Transportation and the County Highway Engineer have been received by the City or the prescribed 30 day period has elapsed without receipt of such comments and recommendations, as provided by Minnesota Statutes Section 505.03, Subd. 2.

Martin J. Brisach
Mayor

Manager

TAXPAYER SERVICES DIVISION, HENNEPIN COUNTY, MINNESOTA

I hereby certify that taxes payable in _____ and prior years have been paid for land described on this plat.
Dated this _____ day of _____, 199___.

Patrick H. O'Connor, Hennepin County Auditor

By _____, Deputy

SURVEY SECTION, HENNEPIN COUNTY, MINNESOTA

Pursuant to Minn. Stat. Sec. 383B.565 (1969), this plat has been approved this _____ day of _____, 199___.

Gary F. Caswell, Hennepin County Surveyor

By _____

COUNTY RECORDER, HENNEPIN COUNTY, MINNESOTA

I hereby certify that the within plat of CANDLEWOOD HOTEL ADDITION was filed in this office this _____ day of _____, 199___, at _____ o'clock _____.m.

Michael H. Cunniff, Acting County Recorder

By _____, Deputy

CANDLEWOOD HOTEL

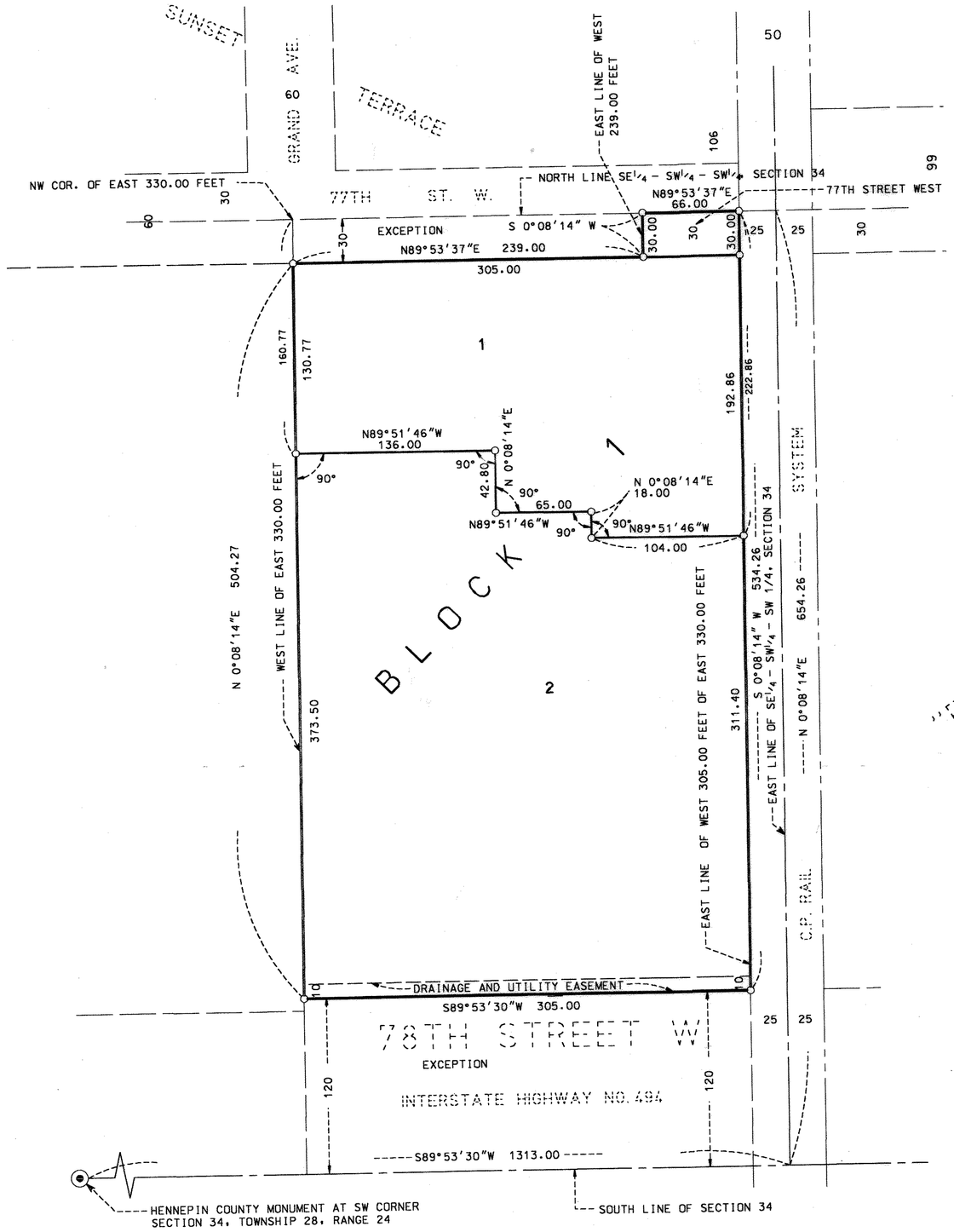
SHEET 1 OF 2 SHEETS

CITY COPY

Orr Schelen Mayeron & Associates, Inc.
Engineers ▪ Architects ▪ Planners ▪ Surveyors

C.R. DOC. NO.

CANDLEWOOD HOTEL ADDITION



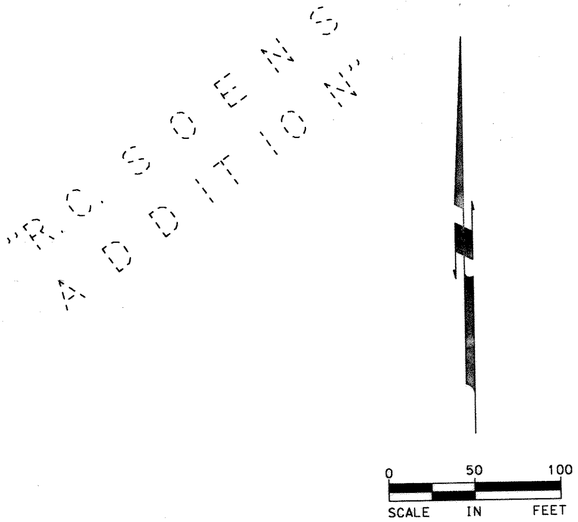
BEARING NOTE:

THE SOUTH LINE OF SECTION 34, TOWNSHIP 28, RANGE 24 IS ASSUMED TO BEAR S89° 53'30"W.

LEGEND

◉ DENOTES HENNEPIN COUNTY CAST IRON MONUMENT

○ DENOTES IRON MONUMENT



CANDLEWOOD HOTEL

SHEET 2 OF 2 SHEETS

City Council Meeting 1/13/2026
Agenda Section:
Consent Calendar

Agenda Item: 7.e.

Report Prepared By:
Zach McCarty, Solid Waste Specialist

Department Director:
Karl Huemiller, Recreation Director

Item for Consideration:
Resolution to approve Hennepin County SCORE 2026-2028 Funding Agreement.

EXECUTIVE SUMMARY

Hennepin County adopted a new Select Committee on Recycling Education (SCORE) grant funding policy which will be in place from 2026-2028. The SCORE policy details how funds for recycling and organics education are distributed to cities in Hennepin County and provides guidelines and restrictions for use of the funds. The City must approve the county's funding policy and contract to receive SCORE funding from the county.

RECOMMENDED ACTION

By motion: Adopt the resolution approving Hennepin County's 2026-2028 SCORE funding policy and authorize the City Manager to sign the related funding contract.

HISTORICAL CONTEXT

- The City of Richfield receives SCORE funding from Hennepin County annually to support recycling and organics education, administrative costs, and program offerings to residents, including bulky item disposal events, free compostable bags, and education events.
- The annual award is determined by recycling and organics efforts reported by the City, calculated by dividing the number of households participating in recycling and organics to a target amount set by the County. Previous updates to the funding policy increased this target, a trend that will continue with this new policy.
- Additional funding for waste reduction and recycling projects targeting multifamily properties is also included in the agreement. Richfield began opting into this funding in 2022. New changes will likely increase the amount of funds available to staff to conduct outreach, provide assistance, and create materials for Richfield's multifamily properties.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

The proposed resolution funds multiple programs and events that work to reduce cost and access as barriers to participation in Richfield's solid waste programs.

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

The proposed resolution and the Hennepin County Residential Waste Reduction and Recycling Funding Policy have been included.

CRITICAL TIMING ISSUES

Hennepin County is requesting completed approval processes before the end of January 2026. Prompt approval will help staff coordinate any necessary actions on the City's end.

FINANCIAL IMPACT

The City will be awarded approximately $150,000 in 2026 to use for recycling and organics education, staff costs, resident programs, materials, and other approved activities.

LEGAL CONSIDERATIONS

ALTERNATIVE RECOMMENDATION(S)

ATTACHMENTS

1. 2026-01-13 DRAFT Resolution Hennepin County SCORE 2026
2. 2026-2028 Residential Waste Reduction Recycling Funding Policy

RESOLUTION NO. ___

A RESOLUTION APPROVING THE 2026-2028 RESIDENTIAL WASTE REDUCTION AND RECYCLING GRANT AGREEMENT WITH HENNEPIN COUNTY

WHEREAS, pursuant to Minnesota Statutes, Chapter 115A.552, Counties shall ensure that residents have an opportunity to recycle; and

WHEREAS, Hennepin County Ordinance 13 requires that each city implement and maintain a recycling and organics recycling program; and

WHEREAS, the Hennepin County Board at its November 6th, 2025 meeting adopted a funding policy to continue to fund cities within Hennepin County for the contract period of January 1, 2026 through December 31, 2028; and

WHEREAS, in order to receive grant funds, the City must sign the agreement; and

WHEREAS, the City wishes to receive these grant funds each year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield, Minnesota, that the City Council accepts the agreement as proposed.

BE IT FURTHER RESOLVED, that the City Council authorizes the Mayor, City Administrator or their designee to execute such Residential Waste Reduction and Recycling Grant Agreement with the County.

Adopted by the City Council of the City of Richfield, Minnesota this 14th day of January, 2026.

_____
Mary Supple, Mayor

ATTEST:

_____
Michelle Friedrich, City Clerk

HENNEPIN COUNTY
MINNESOTA

Residential Waste Reduction and Recycling Funding Policy

January 1, 2026 – December 31, 2028

I. Policy Overview

A. Background

The Hennepin County Board of Commissioners has determined that residential waste reduction and recycling programs support county goals to make progress toward zero waste, reduce greenhouse gas emissions, and eliminate disparities associated with waste disposal. The county has adopted the goals established in State Statute and by the Minnesota Pollution Control Agency (MPCA) in its Metropolitan Solid Waste Management Policy Plan and developed a Residential Waste Reduction and Recycling Funding Policy to help reach a 75% recycling rate by 2030.

B. SCORE funds

The county receives funding from the state's Select Committee on Recycling and the Environment (SCORE) for the development and implementation of waste reduction and recycling programs. SCORE funds are based on revenue received by the State of Minnesota from the solid waste management tax (SWMT) on garbage services and are subject to change based on the SWMT revenue received by the state and funds allocated by the legislature.

C. Support for city programs

City recycling programs play an important role in the county's integrated solid waste management system. The county has funded city recycling programs for over 30 years and will use this policy to make available all SCORE funds to cities for residential waste reduction and recycling programs. SCORE funds will be dedicated to four different purposes: 1) general funding for waste reduction and recycling programs, 2) curbside organics recycling programs, 3) organics drop-off sites, and 4) multifamily waste reduction and recycling. Funds distributed to cities for a calendar year will be based on SCORE funds received by the county in the state's corresponding fiscal year.

D. Term of the policy

Hennepin County is committed to implementing this policy from January 1, 2026, through December 31, 2028. The county may revise this policy to align with strategic priorities developed in the zero-waste plan or solid waste management plan. In addition, the county may revise this policy, if it determines changes are needed to assure compliance with state law and MPCA goals established for metropolitan counties. If SCORE funds are eliminated from the state budget or significantly reduced, the county will consult with cities at that time and develop a recommendation to the board on future funding for residential waste reduction and recycling programs.

E. Grant agreements

Each city seeking funding under the terms of the Residential Waste Reduction and Recycling Funding Policy must enter into a grant agreement with the county for a term concurrent with the expiration of this policy, December 31, 2028. The grant agreement must be accompanied by a resolution authorizing the city to enter into such an agreement. If cities form a joint powers organization responsible for waste reduction and recycling programs, the county will enter into a grant agreement with that entity and distribute funds to that organization.

II. Allocation of Funds

SCORE funds will be dedicated to the following purposes:

- General funding for waste reduction and recycling programs
- Curbside organics recycling programs
- Organics drop-off sites
- Multifamily waste reduction and recycling

A. Waste reduction and recycling programs

The county will dedicate 40% of SCORE funds to provide funding for city waste reduction and recycling programs. For the purposes of this policy, city waste reduction and recycling programs include organics recycling. Funds will be allocated based on number of eligible households with curbside recycling service. The following formula will be used to calculate a city's grant amount.

$$\frac{\text{Number of eligible households with curbside recycling in city}}{\text{Total number of eligible households with curbside recycling in county}} \times \text{40\% of SCORE funds available} = \text{Waste reduction and recycling grant amount available to the city}$$

Eligible households are defined as households in single family through fourplex residential buildings or other residential buildings where each household has its own recycling collection container to set out for curbside collection. The number of eligible households will be determined by counting the number of eligible households on January 1 of each funding year. The city will report the number in its application for funding.

B. Curbside organics recycling programs

The county will dedicate 50% of SCORE funds to provide funding for curbside organics recycling programs. Funds will be allocated using participation targets for each city. Funding is not contingent upon meeting the participation target. The following formula will be used to calculate a city's grant amount.

Target number of households with curbside organics recycling in city --- Total target number of households with curbside organics recycling in county	x	50% of SCORE funds available	=	Curbside organics recycling grant amount available to the city

The county will provide a minimum grant of $3,300 per city for curbside organics recycling programs.

Participation targets (as a percent of households with curbside recycling service):

- 60% for cities that contract for organics recycling service
- 30% for cities that require haulers to offer organics recycling service

C. Organics drop-off sites

The county will dedicate $3,300 per eligible city to provide funding for organics drop-off site expenses. Cities with an organics drop-off and a population of less than 10,000 are eligible.

E. Multifamily waste reduction and recycling

The county will take 10% of SCORE funds, subtract the amount allocated to organics drop-off sites, and dedicate the remainder to provide funding for multifamily waste reduction and recycling programs. For the purposes of this policy, city waste reduction and recycling programs include organics recycling. Funds will be allocated based on the number of multifamily households. The following formula will be used to calculate a city's grant amount.

Number of multifamily households in city --- Total number of multifamily households in county	x	10% of SCORE funds available minus organics drop-off funds	=	Multifamily waste reduction and recycling grant amount available to the city

If cities do not apply for available multifamily grant funds, the unclaimed funds will be re-allocated to the cities that applied in proportion to the number of multifamily households in those cities.

Multifamily households in cities with organized recycling collection are defined as 1) households in buildings where each household does not have its own recycling collection container to set out for curbside collection, or 2) households in buildings that do not receive recycling collection service through the city, including apartment buildings, condominiums, townhomes, and cooperative housing units where a property manager or association coordinates collection service. Multifamily households in cities with open recycling collection are defined as households in residential buildings larger than a fourplex.

III. Application for Funding

A. General program and curbside organics application

To receive funding for waste reduction and recycling programs and curbside organics recycling, each city must complete an annual grant application by February 15 of that year. The application consists of a web-based report that requests the following: contract, program, tonnage, and financial information. The participation rate for the curbside recycling program must also be included in the web-based report. The city must calculate its participation rate during the month of October. The methodology for measuring participation must be provided to the county upon request. The county may request additional information, such as a planning document with a description of activities the city will implement to increase recycling and make progress toward county objectives.

B. Organics drop-off sites and multifamily supplementary application

To receive funding for organics drop-off sites and multifamily waste reduction and recycling, a city must submit a supplementary grant application form annually. The county will provide this form by February 15, and the city must complete it by March 15 of that year.

IV. Use of Funds

A. Conditions applying to all funds

The following requirements apply to the use of all funds:

1. Funds must be expended on eligible activities per Minnesota Statutes §115A.557.

2. All grant funds accepted from the county must be used in the year granted unless the county agrees to an exception. The county will not provide any funds in excess of actual expenses. Funds not spent must be returned to the county.

3. A city or joint powers organization may not charge its residents through property tax, utility fees, waste fees, environmental fees, or any other method for the portion of its waste reduction and recycling program costs that are funded by county grant funds.

4. Cities must track expenditures for waste reduction and recycling programs, curbside organics recycling, organics drop-off sites, and multifamily waste reduction and recycling and establish accounting mechanisms to provide the information requested in the financial section of the annual grant application.

5. Waste reduction and recycling activities, revenues, and expenditures are subject to audit.

B. Curbside organics use of funds

Curbside organics grant funds may be used for program expenses, including the following:

- Incentives for participation (service discounts, countertop pails, compostable bags)
- City contract costs
- Education and outreach
- Carts
- Other expenses approved by the county

Yard waste expenses are not eligible. If organics are co-collected with other waste, the organics expenses must be tracked separately. If a city passes funds through to a hauler, 100% of those funds must be credited to residents' bills.

C. Organics drop-off sites use of funds

Organics drop-off site grant funds may be used for program expenses, including the following:

- Hauling and disposal
- Dumpsters or carts
- Site construction
- Education and outreach
- Incentives for participation (countertop pails, compostable bags)
- Other expenses approved by the county

D. Multifamily waste reduction and recycling use of funds

Cities that choose to apply for multifamily waste reduction and recycling funding will work with

the county to identify eligible activities that are customized to the city's goals and needs. These activities will be determined through the supplementary grant application process.

Multifamily resources provided by the county, including reusable tote bags/baskets and multifamily specific signs and labels, are not eligible expenses.

V. City Requirements

A. Materials accepted

A city's curbside collection program must accept a list of mixed recyclables as selected by the county in consultation with haulers, local material recovery facilities, and end markets. The county will update the list of materials as needed, distribute the list to city recycling coordinators, and post the list on the county's website.

B. Education and outreach

The partnership between the county and cities has been highly effective in educating residents and motivating behavior change. To continue this partnership and increase these efforts, city waste reduction, recycling and organics recycling activities must be coordinated with county and regional efforts. Municipalities must adhere to the following requirements:

1. Use county terminology on promotional and educational materials when describing recycling and organics recycling guidelines, including the description of materials accepted and not accepted, as well as when describing preparation guidelines.

2. Use images approved by the county if using images of mixed recyclables and organic materials.

3. Provide the following information on the city's website:

    - Recycling and organics recycling materials accepted and not accepted
    - Curbside collection calendar
    - Contact information for the city's recycling coordinator
    - Links to city recycling resources and programs
    - Organics drop-off site(s) information
    - Links to county recycling resources and programs

4. Provide a guide on recycling and organics recycling to residents each year. The guide shall contain information on curbside collection, materials accepted and not accepted, organics drop off site information (if applicable), and a curbside collection calendar.

5. Complete two or more waste reduction, recycling and organics recycling educational activities annually that include the promotion of curbside collection. The county will provide a list of activities to city recycling coordinators. These activities are in addition to the provision of an annual guide.

6. If a city develops its own educational materials, does not use a template produced by the county, does not utilize design services offered by the county, or relies on a hauler to provide an annual guide, then the city must submit the materials to the county for approval.

C. Waste reduction and recycling performance

On an annual basis, cities must demonstrate that a reasonable effort has been made to improve waste reduction and recycling programs. If a city does not demonstrate measurable progress, a waste reduction and recycling improvement plan must be submitted by the city within 90 days of being notified by the county. The waste reduction and recycling improvement plan must be negotiated with the county and specify the efforts that will be undertaken by the city to improve its program to yield the results necessary to achieve county objectives. In cooperation with the county, the city may be required to participate in waste sorts and community engagement to identify strategies to improve waste reduction and recycling outcomes.

D. Cities of the first class

Cities of the first class must comply with the county's measurable performance standards and report recycling rates and compliance rates to the county annually by February 15 and semi-annually thereafter. Cities of the first class must also report bi-annually on specific steps for implementation that address the county's priorities.

The county will determine annually whether the cities have implemented and satisfied performance standards. If the cities do not implement and satisfy the performance standards, a waste reduction and recycling improvement plan must be submitted by the city within 60 days of being notified by the county. The improvement plan must specify the efforts the city will take to implement and satisfy the performance standards identified by the county. The improvement plan must be negotiated with the county and approved by the county. If the county does not approve the improvement plan, then SCORE funding will be withheld.

VI. Grant Payments

The county will make two payments to cities each year. Those two payments will provide the sum of each city's total grant amount for general waste reduction and recycling programs, curbside organics recycling programs, organics drop-off sites, and multifamily waste reduction and recycling. One payment will be made after the county receives the applications for funding. A second payment will be made after basic program requirements, education and outreach

requirements, and performance have been confirmed and approved. If the city meets the county requirements, both payments will be made during the same calendar year.

Cities are expected to fulfill the conditions of this policy and the requirements of the county's Ordinance 13. It is the responsibility of each city to meet the requirements of Ordinance 13. The implementation of the county requirements for cities shall be the responsibility of each respective city. If any city fails to establish or implement any or all of the city requirements in Ordinance 13, all SCORE funding will be withheld until the city meets the requirements or a waste reduction and recycling improvement plan is negotiated with the county.

City Council Meeting 1/13/2026
Agenda Section:
Consent Calendar

Agenda Item: 7.f.

Report Prepared By:
Jay Henthorne, Police Chief

Department Director:
Jay Henthorne, Police Chief

Item for Consideration:
Consider a Cooperative Agreement with the West Metro Drug Task Force.

EXECUTIVE SUMMARY

The West Metro Drug Task Force operates under a Cooperative Agreement and is under the direction of a commander who reports to an Advisory Board comprised of the chief law enforcement officers (or their designees) of the participating agencies. All participating officers remain employees of the contributing agency. Cooperative Agreements have been created for the task force, and they address common issues including, but not limited to: purpose, scope of work, work location, command structure, terms of participation, designation and duties of a fiscal agent and use of forfeited assets.

RECOMMENDED ACTION

By Motion: Approve the attached agreement to become members of the West Metro Drug Task Force.

HISTORICAL CONTEXT

In 2007, the Hennepin County Sheriff's Department created the Hennepin County Violent Offender Task Force (VOTF). The VOTF focuses their enforcement on repeat violent offenders, gangs and narcotic activity. VOTF also serves as a criminal intelligence gathering resource for law enforcement. The Richfield Police Department has had an officer assigned to VOTF since September 2009. However, over recent years, we have seen a shift in the number of narcotic investigations and narcotic seizures, including confiscation of weapons within our community. The West Metro Drug Task Force is made up of neighboring jurisdictions which will better serve the current unlawful activity and assist the Richfield Police Department with support.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

The Richfield Police Department is committed to ensuring equity and inclusiveness in our work.

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

Law enforcement agencies are limited by resources and jurisdictional boundaries. Multi-jurisdictional task forces combine resources and eliminate those boundary restrictions. The City of Richfield has benefited from having the resources of eleven law enforcement agencies to collaborate with.

CRITICAL TIMING ISSUES

There are no critical timing issues for this agreement.

FINANCIAL IMPACT

The Richfield Police Department Officer assigned to the West Hennepin Drug Task Force is to remain an employee of the City. However, we will receive asset forfeiture funds from the West Hennepin Drug Task force as it relates to monies that are appropriated per state statute to the member agencies. We will also have access to additional staff from the task force regarding complex narcotic investigations that will assist the department in lowering overtime costs regarding these complex investigations.

LEGAL CONSIDERATIONS

The Agreement has been reviewed and approved by the Richfield City Attorney.

ALTERNATIVE RECOMMENDATION(S)

Council could disapprove of the agreement; however, this would mean that the Richfield Police Department would not be able to participate in the multi-jurisdictional agreement and the benefits it provides.

ATTACHMENTS

1. West Metro Drug Task Force

SECOND AMENDED AND RESTATED
WEST METRO DRUG TASK FORCE AGREEMENT

THIS SECOND AMENDED AND RESTATED WEST METRO DRUG TASK FORCE AGREEMENT (the "Agreement") is made this 30th day of January 2025, by and among the undersigned units of government who are responsible for the enforcement of controlled substance laws in their respective jurisdictions.

WHEREAS, the parties previously determined to create a regional joint powers entity for the purpose of enforcing the laws of their respective jurisdictions; and

WHEREAS, the parties entered into a joint powers agreement creating the West Metro Drug Task Force dated July 27, 2004; and

WHEREAS, the parties entered into the AMENDED AND RESTATED WEST METRO DRUG TASK FORCE AGREEMENT, dated September 13, 2016 (the "Amended Agreement"); and

WHEREAS, the parties hereto wish to amend and restate the Amended Agreement to add additional parties and make other administrative changes.

NOW, THEREFORE in consideration of the covenants herein contained the parties hereto agree as follows:

1. **Name.** The parties hereby restate and validate the West Metro Drug Task Force. ("Task Force").

2. **General Purpose.** The Task Force shall collaboratively investigate crimes and conduct law enforcement. This Agreement restates and defines the rights and obligations of the Governmental Units with respect to the duties and activities performed by the Task Force throughout the term of the Agreement.

   To varying degrees, the Task Force relies on forfeiture funds to pay for investigation and law enforcement. Receipt of forfeiture may be restricted to law enforcement agencies. Accordingly, eligibility to be a Member is restricted to governmental units that are or that employ their own law enforcement agency whose primary function is the investigation and apprehension of individuals suspected or convicted of criminal offenses, and which government units are able to assign agents meeting the standards set forth herein (each, an "Agency").

3. **Members.** The "Members" of this Agreement are the following governmental units:

   Hennepin County
   City of Medina
   City of Minnetrista
   City of Orono

West Hennepin Department of Public Safety
City of Edina
City of Eden Prairie
City of Hopkins
City of Minnetonka
City of Saint Louis Park
South Lake Minnetonka Police Department

along with any governmental units subsequently added in accordance with the provisions herein.

The Members shall cooperate and use their best efforts to ensure that the various provisions of the Agreement are fulfilled. The Members agree in good faith to undertake resolution of disputes, if any, in an equitable and timely manner and in accordance with the provisions of this Agreement.

4. **Term; Automatic Extensions.**

4.1 The term of this Agreement shall be for one year, commencing January 30th 2025 and expiring on January 29, 2026 unless terminated earlier pursuant to the provisions herein.

Except as provided in this section 4.1, this Agreement shall be automatically extended for successive one-year terms upon the same terms, conditions, and covenants. The Board may prevent the automatic renewal of this Agreement by majority vote of all members taken at least ninety (90) days prior to the expiration of any term; in that event, this Agreement shall expire at the end of the then-existing term.

5. **Administrative Board.**

5.1. The Task Force shall have a Board of Directors ("Board") consisting of the chief law enforcement officer, or designee, representing each Member's Agency (each, a "Director"). All Directors shall serve at the pleasure of their respective appointing authority.

5.2. Directors shall not be deemed employees of the Task Force and shall not be compensated by it.

5.3. The Board will delegate the authority and responsibility of carrying out the purpose of the Task Force to a "Task Force Commander" or that person's designee.

5.4. The Board shall meet as needed to evaluate the progress of the Task Force. A meeting may be called by any Director, or the Task Force Commander.

5.5. The Board may approve contracts, including agreements for the rental of real property, incur expenses and make expenditures necessary and incidental to the

effectuation of its purposes and consistent with its powers. For the avoidance of doubt, all contracts shall be let in accordance with applicable law, including but not limited to Minnesota Statutes § 471.345.

5.6. The Board may recommend changes to this Agreement. This Agreement may only be modified by a written amendment that is approved and signed by all Members, or their designees.

5.7. The Board may receive, on behalf of the Task Force, funds and/or real or personal property by grant, forfeiture, devise, bequest, any funds voluntarily contributed by any Member, or other source authorized by law for use by the Task Force.

5.8. Each Member is entitled to one (1) vote on Task Force matters. Board action requires a majority vote of Members present for the vote. A quorum shall exist and votes may be taken if a majority of the Directors or their designees are present. Upon approval by the Board: (i) voting by designee shall be permitted; and (ii) subject to applicable law, including the Minnesota Open Meeting Law, Minn. Stat. ch. 13D, a Director shall be allowed to participate in meetings, count towards the quorum, and vote on Task Force matters if the Director is participating in the meeting by and through a videoconferencing application, e.g., Teams or Zoom. The Board will exercise reasonable efforts to develop and deploy rules and processes related to scheduling and conducting meetings, including record-keeping and reporting as necessary.

6. Powers and Duties of the Task Force Commander

6.1. The Task Force Commander will direct investigative/law enforcement activities; priority may be given to case investigations that directly impact jurisdictions represented by a Member.

6.2. While assigned to the Task Force, all personnel shall be under the direct supervision and control of the Task Force Commander, who shall be responsible for performing, at least, the following duties:

a. scheduling assigned personnel;

b. providing input on employee evaluations, if requested; and

c. allocating overtime work, if necessary.

6.3. The Task Force Commander shall cooperate with other federal, state, and local law enforcement agencies to accomplish the purpose for which the Task Force is organized.

7. Insurance, Indemnification, and Liability

7.1. The Task Force will maintain liability coverage with the League of Minnesota

Cities Insurance Trust with a limit of at least $2,000,000 per occurrence, under standard LMCIT liability coverage forms.

Alternatively, the Task Force may maintain equivalent private liability insurance coverage. Such coverage may be provided through separate policies for commercial general liability and law enforcement liability. Such private liability insurance policies must comply with the following requirements:

- Each policy must have a limit of at least $2 million per occurrence. If the policy contains a general aggregate limit, the general aggregate limit must not be less than $2,000,000.

- The CGL insurance must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and contractually-assumed liability.

- Each Member and each Member's officers, employees, and volunteers, must be named as additional covered parties on each policy for all claims arising from Task Force activities or operations.

7.2. The Task Force may in its discretion procure coverage for auto liability and damage to or loss of property used exclusively by/for the Task Force.

7.3. If the Task Force at any time hires employees, it will immediately acquire and maintain workers' compensation coverage to the extent required under law.

Except as expressly set forth herein, the Task Force shall defend and indemnify its Members for any liability claims arising from Task Force activities or operations, and decisions of the Task Force Board. Nothing in this Agreement shall constitute a Member's waiver of the statutory limits on liability set forth in applicable law, including but not limited to Minnesota Statutes Chapter 466, or a waiver of any available immunities or defenses, and the limits of liability under applicable law for some or all of the parties may not be added together to determine the maximum amount of liability for any party. For the avoidance of doubt, the Task Force is considered a single governmental unit for purposes of total liability for damages pursuant to Minn. Stat. § 471.59, subd. 1a(b).

7.4. Nothing herein shall be construed to provide insurance coverage or indemnification to any Agent, officer, employee, or volunteer for any act or omission for which the individual is guilty of malfeasance in office, willful neglect of duty, or bad faith.

7.5. Any excess or uninsured liability shall be borne equally by all the Members, but this does not include the liability of any individual officer, employee, or volunteer which arises from his or her own malfeasance, willful neglect of duty, or bad faith which will be, as among the Members, the sole responsibility of the Member associated with the individual.

7.6. Except as expressly provided herein, each Member shall be responsible for injuries to or death of its own Agents or other personnel assigned to the Task Force. Each Member will maintain workers' compensation insurance or self-insurance coverage, covering its own Agents and personnel while they are assigned to the Task Force or are otherwise participating in or assisting with Task Force operations or activities. Each Member waives the right to, and agrees that it will not, bring any claim or suit against the Task Force or any other Member for any workers' compensation benefits paid, due, or owing to its own Agents, personnel, or their dependents, that arise out of participation in or assistance with Task Force operations or activities, even if the injuries were caused wholly or partially by the negligence of any other Member or its officers, employees, or volunteers.

7.7. Each Member shall be responsible for damages to or loss of its own equipment. Each Member waives the right to, and agrees that it will not, bring any claim or suit against the Task Force or any other Member or request indemnification for damages to or loss of its equipment arising out of participation in or assistance with Task Force operations or activities, even if the damages or losses were caused wholly or partially by the negligence of any other Members or its officers, employees, or volunteers.

7.8. All insurance policies and certificates required under this Agreement shall be open to inspection by any Member upon request.

8. **Finances**

8.1 During any time that Hennepin County is a Member of the Task Force, the Hennepin County Sheriff's Office ("HCSO") shall serve as sole administrator of all Task Force funds ("Administrator"). If Hennepin County withdraws from the Task Force, the Board shall appoint a new Administrator.

8.2 The Administrator is authorized to act as Task Force fiduciary for all applicable purposes, including but not limited to participating in equitable (forfeiture) sharing programs, receiving and holding funds on behalf of the Task Force, and earmarking funds for use in support of the Task Force's operations.

8.3 The Administrator shall perform all tasks hereunder in accordance with applicable law and standard accounting practices and procedures.

8.4 The Administrator is authorized to and shall: (i) receive all funds for deposit; (ii) make disbursements therefrom for Task Force purposes subject to Board approval; (iii) maintain current and accurate records of all obligations and expenditures of Task Force funds; and (v) maintain all records for a period of not less than six years or longer periods if required by law.

8.5 Subject to the provisions herein, Task Force operations will be financed from grants, forfeitures, funds voluntarily contributed by any Member, and other source authorized by

law.

8.6. Members will provide Agents for the Task Force but will not otherwise be required to provide funds without the prior amendment of this Agreement approved by the governing bodies of all Members, or their designees.

8.7. Additionally, the Administrator shall cause to be made an annual audit of the books and accounts of the Task Force and shall make and file a report to the Board - which report shall include, at least, the following information:

a. the financial condition of the Task Force;
b. the status of all Task Force projects;
c. the business transacted by the Task Force;
d. a Financial Activity Report System (FARS) Report;
e. quarterly financial report; and
f. other matters which affect the interests of the Task Force.

8.8. The Task Force's books, reports, and records shall be open to inspection by its Members and the state auditor at all reasonable times.

8.9. Except as expressly approved by the Board, the Task Force may not incur obligations or approve contracts that extend beyond a prudent and manageable time-frame, acknowledging the term of the Task Force and the provisions herein for Member withdrawal or Task Force termination, or which will require the expenditure of funds in excess of funds available.

8.10. The Board shall approve an annual operating budget for the Task Force no later than September 1st of each calendar year. The Board may amend the budget as necessary.

8.11. The Task Force's funds may be expended by the Board in accordance with this Agreement in a manner determined by the Board. In no event shall there be an expenditure of Task Force funds except per the approved budget.

8.12. Notwithstanding duly entered contracts as authorized herein, the Board may not incur debts.

9. **Agents.**

9.1. Unless the Board provides prior approval, each Member shall assign at least one (1) experienced, licensed peace officer/deputy to serve on the Task Force (an ”Agent”). Agents shall be licensed pursuant to Minnesota Statutes, §626.84, subd. l, and shall have a minimum of one (1) year prior experience in law enforcement.

9.2. Each Agent must be assigned to the Task Force on a full-time basis for at least one year unless he/she is reassigned by the Agent’s Director.

9.3. As directed by the Task Force Commander, Agents will be responsible for investigation, including intelligence management, case development, case

charging, and other law enforcement duties. Agents may also assist other Agents in performing hereunder. Agents will work cooperatively with assisting agencies. Agents and other assigned officers acting under this Agreement in the jurisdiction of another party to this Agreement are acting in the line of duty and in the course of employment and are authorized to exercise the powers of a peace officer therein.

9.4. Members acknowledge that it is their sole responsibility to compensate all personnel performing any services for the Task Force, including but not limited to paying salary and benefits. Benefits may include, but are not limited to, workers' compensation, worker's compensation insurance, health care, disability insurance, life insurance, re-employment insurance, FICA, Medicare, and PERA.

9.5. All personnel assigned to the Task Force shall comply with rules of conduct prescribed by the Task Force.

9.6. The Task Force Commander, or a designee, shall refer disciplinary matters involving any Agent to the respective Agent's Director for investigation and disposition unless, based on the judgment of the Task Force Commander/designee, a particular matter represents grounds for the issuance of a criminal complaint, in which case the matter shall be referred directly to an external law enforcement agency for investigation provided the Director of the assigning agency, the Task Force Commander, and at least one other Director are notified in advance thereof.

9.7. At no cost to the Task Force, each Member shall furnish their Agents with equipment necessary to complete their duties, which may include a weapon, ballistic vests and other protective equipment, a vehicle, and a computer.

9.8. Unless the Board directs otherwise, clerical assistance will be furnished by Members at no additional cost to the Task Force.

9.9. All personnel and computer networks performing Task Force functions shall be CJIS certified.

10. **Forfeiture, Seizures and Fines.**

10.1 Pursuant to applicable law, the Task Force may gain rights in or otherwise acquire property subject to forfeiture. The money or proceeds from the sale of forfeited property after payment of seizure, storage, forfeiture and sale expenses and satisfaction of valid liens against forfeited property shall be distributed in accordance with Task Force process and applicable law, including without limitation Minnesota Statutes § 609.5315.

10.2 Seizures/forfeitures eligible for the Department of Justice's Asset Forfeiture Program (the "Program") shall be subject to all Program rules and requirements, as they may be amended from time to time.

10.3 When a distribution is to be made and unless the Board directs otherwise, forfeiture monies and proceeds generated by the Task Force shall be distributed in equal shares to the then participating Members of the Task Force at the time of distribution after deduction of all costs and expenses herein stated. The receipt and disbursement of forfeiture sale proceeds shall be referenced in the Administrator's quarterly Task Force financial report.

11. **Headquarters.** The Task Force headquarters shall be in a locations/facilities approved by the Board. As necessary, the Board may approve payment of rent, utilities, and other costs associated therewith.

12. **Additional Members, Withdrawal from Membership, and Task Force Termination**

12.1. Any governmental unit that employs its own law enforcement agency and shares a common geographical boundary with any Member may join the Task Force and become a Member upon the following: (i) approval and execution of a copy of this Agreement by such governmental unit; and (ii) approval by the Directors.

12.2. In any case in which a governmental unit joins the Task Force pursuant to paragraph 12.1, contributions by and reimbursement to such new Member shall be equitably determined and adjusted by the Board to reflect the participation by that Member.

12.3. Except as otherwise set forth herein, any Member, upon ninety (90) days' written notice to all Members, may withdraw and cancel its participation in this Agreement.

12.4. If a Member fails to assign an Agent for twelve (12) consecutive months, the Board may notify the Member of the default. If the Member fails to assign an Agent within six (6) months of the notice, the Board may involuntarily terminate the Member's participation in the Task Force.

12.5. Except for distributions expressly required by law, (i) withdrawing Members; and (ii) Members terminated for failure to assign an Agent, are not entitled to any distribution. However, the Board may, in its sole discretion and without participation of the Member in question, approve an equitable distribution adjusted to reflect that Member's contributions and participations as well as other relevant factors.

12.6. The Members may, by and through action of a majority of the Board, abolish the Task Force at any time. Thereafter, the Task Force shall continue in full force and effect until such time as all matters, including law enforcement matters and Task Force financial matters, are resolved and concluded to the satisfaction of the Board. During such time, Members will not be allowed to withdraw/cancel; all

Members shall remain bound and obligated to the provisions in this Agreement.

12.7. Upon expiration or termination of the Task Force and in accordance with applicable law and the provisions herein, all property and funds owned or held by the Task Force or by Member agencies on behalf of the Task Force shall be distributed, or sold with the proceeds distributed, in equal shares to the then participating Members of the Task Force at the time of dissolution, after deduction of all costs and expenses, unless the Board directs otherwise. Unless directed otherwise by the Board, any personal property shall be returned to the owning/contributing Member.

12.8. Notwithstanding the foregoing and unless otherwise permitted by applicable law, funds received by the Administrator as fiduciary for the Task Force from the Department of Justice's Asset Forfeiture Program shall be disposed of in accordance with applicable law, which may include returning funds to the Department of Justice.

13. **State and Local Assistance for Narcotics Control Program.**

13.1. A Member, acting on behalf of the Task Force and its Members, may apply for Federal, state, or local narcotics enforcement. The applying Member agency shall be the "authorized official", as defined in the general policies and procedures for the program.

14. **Media**

14.1. Unless the Board otherwise agrees, HCSO or its designee shall be responsible for all media coverage of Task Force activities, including the dissemination of all press releases.

15. **Evidence**

15.1. Evidence/property seized in accordance with performance hereunder shall be inventoried and stored at a secure law enforcement facility approved by the Task Force Commander.

16. **General Provisions**

16.1. Nothing herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto or as constituting one of the Members as the agent, representative or employee of another Member for any purpose or in any manner whatsoever. Personnel assigned to the Task Force by one of the Members shall not be considered temporary or permanent employees of any other Member or the Task Force itself for any purpose whatsoever, or be entitled to tenure rights or any rights or benefits including but not limited to workers compensation, re-employment insurance, medical/hospital care, sick/vacation leave, severance pay, PERA, or any other right or benefit of another Member.

16.2. This Agreement is intended to replace and supersede the Amended Agreement, as defined in the recitals above.

IN WITNESS WHEREOF, the undersigned, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statutes § 471.59.

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SOUTH LAKE MINNETONKA POLICE DEPARTMENT

The South Lake Minnetonka Police Department Coordinating Committee duly approved this Agreement under Resolution 25-01 on the __9th__ day of ___April_, 2025.

South Lake Minnetonka Police Department Coordinating Committee

By: _____

Coordinating Committee 2025 Chair, Tom Fletcher

Its: City of Greenwood Mayor

And by: _____

Justin Ballsrud

Its: Chief of Police

CITY OF HOPKINS, MN

The HOPKINS City Council duly approved this Agreement on the 20th day of May, 2025.

By: _____
Patrick Hanlon
Its: Mayor

By: _____
Mike Mornson
Its: City Manager

By: _____
Brent Johnson
Its: Chief of Police

CITY OF ORONO

By: _____ 5/12/25
Bob Tunheim
Its: Mayor

5/12/2025

By: _____
Christine Lusian
Its: City Administrator

By: _____ 5/13/2025
Correy Farniok
Its: Chief of Police

CITY OF EDEN PRAIRIE, MN

The EDEN PRAIRIE City Council duly approved this Agreement on the 6th day of May, 2025.

City of EDEN PRAIRIE

By: _____
Its Mayor

And by: _____
Its City Manager

Approved as to form
and legality:

_____
EDEN PRAIRIE City Attorney

CITY OF MEDINA

By: _____
Todd Albers
Its: Mayor
Date: May 8, 2025

By: _____
Erin Barnhart
Its: City Administrator
Date: May 8, 2025

By: Jason E. Nelson
Jason Nelson
Its: Chief of Police
Date: May 12, 2025

CITY OF MINNETRISTA

By: _____
Lisa Whalen
Its: Mayor

By: _____
Ann Meyerhoff
Its: City Clerk

By: _____
Craig Squires
Its: Director of Public Safety

MN415\1\1024517.v1

WEST HENNEPIN DEPARTMENT OF PUBLIC SAFETY

The West Hennepin Public Safety Department Police Commission duly approved this Agreement on the 14th day of May, 2025.

West Hennepin Department of Public Safety Police Commission

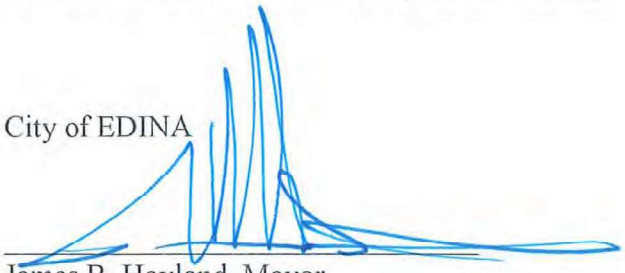
By:_____
Brad Spencer,
Police Commission Chair

By:_____
Julie Maas-Kusske
Police Commission Vice-Chair

CITY OF EDINA

The EDINA City Council duly approved this Agreement on the 20th day of May, 2025.

City of EDINA



James B. Hovland, Mayor



Scott H. Neal, City Manager

Docusign Envelope ID: 5B55274E-B7E0-4B75-959B-01AC3246FF92

CITY OF MINNETONKA

The MINNETONKA City Council duly approved this Agreement on the 19th day of May, 2025.

City of MINNETONKA

DocuSigned by:

By: _____
21AA42DB33F7415...
Its Mayor

DocuSigned by:

And by: _____
8BC1C45C701E4A7...
Its City Manager

Approved as to form
and legality:

Signed by:

_____
EC0FBDE6031F4BE...
MINNETONKA City Attorney

Docusign Envelope ID: 99ADB575-420C-4456-A2D4-B5EB4C5D66EE

2025 WEST METRO DRUG TASK FORCE UPDATED JPA

CITY OF ST. LOUIS PARK

Signed by:
By: Nadia Mohamed
Nadia Mohamed
Its: Mayor

Signed by:
By: kim keller
Kim Keller
Its: City Manager

Signed by:
By: Bryan Kruelle
Bryan Kruelle
Its: Chief of Police

HENNEPIN COUNTY BOARD AUTHORIZATION

Reviewed for COUNTY by
the County Attorney's Office:

Michael Bernard
E-signed 2025-06-13 11:43AM CDT
Michael.Bernard@hennepin.us
Hennepin County
Assistant Hennepin County Attorney

COUNTY OF HENNEPIN
STATE OF MINNESOTA
By:

Irene Fernando
E-signed 2025-06-16 12:25PM CDT
Irene.Fernando@hennepin.us
Hennepin County
Chair, Board of Commissioners

Reviewed for COUNTY by:

Grace Helgerson (Jun 13, 2025 15:05 CDT)

Grace Helgerson
E-signed 2025-06-13 03:05PM CDT
Grace.Helgerson@hennepin.us
Hennepin County
County Administration Clerk

ATTEST:

Sheri Selton
E-signed 2025-06-17 10:03AM CDT
Sheri.Selton@hennepin.us
Hennepin County
County Administration Clerk

Board Resolution No:
25-0161

By:

David Hough
E-signed 2025-06-16 07:47AM CDT
David.Hough@hennepin.us
Hennepin County
County Administrator

Document Assembled by:

Mimee Xiong
E-signed 2025-06-17 10:53AM CDT
mimee.xiong@hennepin.us
Hennepin County

City Council Meeting 1/13/2026
Agenda Section:
Consent Calendar

Agenda Item: 7.g.

Report Prepared By:
Jay Henthorne, Police Chief

Department Director:
Jay Henthorne, Police Chief

Item for Consideration:
Consider an agreement with LETAC for Policies360.

EXECUTIVE SUMMARY

LETAC has a policy team that includes both legal professionals and seasoned law enforcement practitioners, ensuring every policy is developed with careful consideration of the legal, operational, and statutory responsibilities unique to the Richfield Police Department. The policy team works closely with the Richfield Police Department to tailor policies that reflect our jurisdiction's laws, practices, and precedent, providing a framework that is relevant, defensible, and immediately applicable to agency operations.

Policies are the foundation of every law enforcement organization. The policy team's combined experience helps agencies build a reliable, compliant policy framework that enhances operational effectiveness and strengthens community trust.

RECOMMENDED ACTION

By Motion: Approve the attached agreement with LETAC for Policies360.

HISTORICAL CONTEXT

The police department's current policy update process relies on experienced staff-driven legislative and POST board mandates, paper-based methods, which are time-consuming and inefficient for making the appropriate changes in a timely manner.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

The Richfield Police Department is committed to ensuring equity and inclusiveness in our work.

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

CRITICAL TIMING ISSUES

There are no critical timing issues.

FINANCIAL IMPACT

2026 Policies360 Onboarding, Including Ten Hours of Customization and Annual Management: $22,800.00
2027 Policies360 Annual Management: $14,962.00
2028 Policies360 Annual Management: $15,710.00

LEGAL CONSIDERATIONS

The City Attorney has reviewed the contract.

ALTERNATIVE RECOMMENDATION(S)

The City Council could decline approval of the contract, and the police department would continue updating its policies under the existing process.

ATTACHMENTS

1. Richfield LETAC Policies360 Agreement - Updated (002)

SOFTWARE AS A SERVICE AND HOSTING SUBSCRIPTION AGREEMENT

This **SOFTWARE AS A SERVICE AND HOSTING SUBSCRITION AGREEMENT** ("Agreement") is effective as of January 1, 2026 ("Effective Date") and is made and entered into by and between the City of Richfield on behalf of the Richfield Police Department, a municipal corporation located at 6700 Portland Ave., Minneapolis, MN 55423 ("Subscriber"), and LETAC, a division of Eckberg Lammers, P.C., a Minnesota corporation, located at 1809 Northwestern Avenue, Stillwater, MN 55082 ("Licensor"). Subscriber and Licensor are referred to individually as a "Party" and collectively as "Parties".

RECITALS

A. Licensor has developed, owns and provides online, subscription-based law enforcement policies as described in Exhibit A ("Policies360"); and

B. Subscriber desires to license, access and utilize Policies360 as a benefit to its organization; and

C. The Parties mutually agree Policies360 be made available to Subscriber and its employees under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing express promises and the mutual covenants hereinafter set forth, Subscriber and Licensor hereby agree as follows:

1. AGREEMENT; TERM

1.1. Subject to early termination of this Agreement by Subscriber as provided herein, Licensor shall provide the Services for the term of sixty (60) months commencing on the Commencement Date.

1.2. Subscriber shall have the option, exercisable at its sole discretion, to extend the term for up to twenty-four (24) months by giving Licensor notice in writing at least ninety (90) days before the date on which this Agreement would otherwise expire.

1.3. If Subscriber exercises the option provided in Article 1.2 to extend the term, Subscriber shall have further options, exercised at its sole discretion, to extend the term for up to an additional twenty-four (24) months by giving Licensor notice in writing at least ninety (90) days before the date on which this Agreement, as extended pursuant to Article 1.2, would otherwise expire.

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1.4. Licensor shall notify Subscriber, at least sixty (60) days prior to the end of the current term, of any proposed increase in the fee for the extension of the term. If such notice is not provided by Licensor at least sixty (60) days prior to the end of the current term, the fees for the extension period cannot be increased.

2. DEFINITIONS

The following terms, when used in this Agreement, shall have the meanings provided below:

"Authorized Users" shall mean employees, representatives, consultants, contractors, or agents of Subscriber whom Subscriber has authorized to use the Services and to whom Licensor has supplied user identifications and passwords.

"Claims" shall mean any of the following, including any combination thereof: causes of action (*in rem* or *in personam*), assertions, demands, allegations, proceedings, suits, losses, liabilities, fines, penalties, costs, damages, judgments, awards, and expenses, including court costs and attorneys' fees, and sums paid by way of settlement and compromise.

"Commencement Date" means the date Subscriber first accesses the Systems and begins using the Services.

"Indemnify" shall mean defend, indemnify, and hold harmless; and terms such as "Indemnified", "Indemnifying", "Indemnification", "Indemnity", "Indemnitor", and "Indemnitee" shall have appropriately correlative meanings and be construed accordingly.

"Licensor Technology" means all of Licensor's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, documentation, and other tangible or intangible technical material or information) made available to Subscriber by Licensor in providing the Services.

"Personal Data" means any first or last name, physical address, email address telephone number, other information that allows physical or online contacting of an individual, or other identity employment information, employee identification number, biometric identification data, or other individually identifiable information that may be accessible to Licensor because of Subscriber using the Services.

"Services" means the specific edition of Licensor's Policies360, its online policies, manuals and software application identified in Exhibit A, developed, operated, maintained and hosted by Licensor and made accessible designated website or IP address, and ancillary online or offline products and services provided to Subscriber by Licensor, to which Subscriber is being granted access under this Agreement, including the Licensor Technology and Systems.

"Subscriber Data" means any technology, intellectual property, data, information, or material provided or submitted by Subscriber to the Systems in the course of using the Services. Subscriber Data shall include Personal Data.

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"Systems" means the application software, network servers, hardware, software, and data operations utilized by Licensor for the provision of Services.

3. LICENSE GRANT

3.1. In consideration of the fees Subscriber shall pay to Licensor as set forth in Exhibit B of this Agreement and the remaining obligations of Subscriber as set forth herein, Licensor grants to Subscriber and Subscriber accepts a nonexclusive non-transferable worldwide license for Subscriber and Authorized Users to access and use the Services set forth in Exhibit A. Subscriber agrees that only Authorized Users shall access and use the Services.

4. OWNERSHIP

4.1. Licensor transfers no right, title, or interest in and to Licensor Technology or the Systems except as expressly stated in this Agreement, and the same shall remain the sole and exclusive property of the Licensor.

4.2. All right, title, and interest in and to the Subscriber Data and results from processing Subscriber Data are and shall remain the property of Subscriber and no right, title, or interest in and to Subscriber Data or the results from processing Subscriber Data shall vest in Licensor.

5. HOSTING, SECURITY, PRIVACY, BACKUP, AND SUPPORT

5.1. Licensor shall provide a dedicated and secure hosting environment for the Services, which shall include, but not be limited to, all hardware, servers, operating software, network components, database storage, security, technical support, maintenance, backup, and disaster recovery required for Subscriber to use the Services, or otherwise required by this Agreement.

6. AVAILABILITY AND MAINTENANCE

6.1. The Services shall be accessible to Authorized Users twenty-four (24) hours a day, seven (7) days a week, except for (i) scheduled maintenance and required repairs; and (ii) any interruption due to causes beyond the control of Licensor or which are not reasonably foreseeable by Licensor.

6.2. Licensor shall perform maintenance services, updates, or upgrades to ensure continuous availability and operation of the Systems. Licensor shall use commercially reasonable efforts to inform Subscriber of any known or foreseeable disruptions to the availability of the Services.

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7. USE AND ACCESS

7.1. Subscriber shall be responsible for obtaining access to the internet to access and use the Services and complete the implementation and set-up process as set forth in Exhibit A to access the Services.

7.2. Subscriber is entirely responsible for maintaining the confidentiality of any passwords and account information required for access to the Services, and for all acts by Subscriber or anyone authorized by Subscriber to access Subscriber's account that occur in connection with Subscriber's account

7.3. Subscriber shall not use the Services or the Licensor Technology for any purpose that is (i) unlawful; or (ii) not specifically agreed to by this Agreement.

7.4. Subscribers shall not without the express written consent of Licensor, copy, sell, sublicense, rent, or lease any portion of the Service, including all, updates, training and or revisions to said Services that may be periodically provided to Subscriber.

7.5. Except for a violation of Sections 7.3, 7.4 and 7.6 hereof, or Subscriber's failure to timely pay invoices as set forth in Section 8 hereof, Subscriber shall continue to have unrestricted use of the Services in accordance with the terms and conditions of this Agreement during any dispute between Subscriber and Licensor, provided Subscriber is proceeding in good faith to resolve such dispute.

7.6. Licensor acknowledges that nothing in this Agreement restricts Subscriber from copying, or reproducing, physical copies of the Services, policies, and manuals identified in Exhibit A, if complying with authorized public data request as required by Minnesota law.

7.7. Subscribers may designate Authorized Users, such persons being able to use the Services for the exclusive benefit of Subscriber. Except as set forth hereinabove, Subscriber shall not assign, convey or transfer any interest in and to the Services without the written consent of the Licensor.

8. INVOICING, PAYMENT, AND TAXES:

8.1. Subscribers pay the fees set forth in Exhibit B. Within thirty (30) days of Subscriber's receipt of an invoice from Licensor, together with all required supporting documentation, Subscriber shall pay, or cause to be paid, the amount of such invoice. Any sum due that is not paid within thirty (30) days of the invoice receipt date shall bear interest from the due date thereof to the date of payment at a rate of interest equal to one- and one-half percent (1 ½ %) per month or the maximum rate permitted by law, whichever is less. Subscriber shall pay all costs of collection, including legal expenses, court costs and attorney fees at any time incurred by Licensor in the collection of any amounts owing by Subscriber to Licensor.

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8.2. Licensor may invoice, and Subscriber shall pay to Licensor, such applicable sales, use, excise, or other similar taxes (federal, state, or local) that Licensor is required by law to apply to the fees set forth in Exhibit B. Any such tax amounts shall be clearly and separately stated on Contractor's invoices.

9. WARRANTIES

9.1. Performance. Licensor warrants and represents that the Services will perform the functions described in the documentation and specifications provided by Licensor.

9.2. Non-Infringement Warranty. Licensor warrants and represents that when used in accordance with this Agreement, the Services, Systems, and Licensor Technology shall not infringe upon or violate any copyright, patent, trademark, trade secret, or any other proprietary right of any third party.

9.3. Limitations on Warranties. IN CONSIDERATION OF THE WARRANTIES EXPRESSLY PROVIDED IN THIS ARTICLE 9 AND THE ACCESSIBILITY COMMITMENT IN ARTICLE 6, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

9.4. Internet Delays. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. LICENSOR IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

9.5. Exclusive Remedies. Subscriber's exclusive remedies and Licensor's entire liability for any breach of the warranties specified in this Article 9, except as expressly provided otherwise in this Agreement, shall be the correction of the breach of warranty and the remedies provided in Article 6. However, if Licensor is unable to effect the correction without undue delay for the circumstances, Subscriber shall be entitled to terminate this Agreement, and the remedies defined in Article 14 shall apply.

10. INTELLECTUAL PROPERTY INDEMNITY

10.1. If a Claim of violation of copyright, trade secret, or other intellectual property rights relating to the Services, Systems, or Licensor Technology provided under this Agreement is made against Subscriber, Subscriber shall: (i) promptly notify Licensor; (ii) allow Licensor to control the litigation or settlement of such Claim; and (iii) cooperate with Licensor in the investigation, defense, and/or settlement thereof. Subscribers retain the right to participate at their own cost in any action in which Subscriber is named as a defendant.

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10.2. Should any portion of the Services or intended use thereof become, or in Licensor's reasonable opinion be likely to become, the subject of a Claim for infringement of a copyright, or other proprietary right, Licensor shall at its option either (i) promptly and diligently modify or replace such portion to make it non-infringing, without degradation to functionality; or (ii) terminate this Agreement and refund fees pursuant to Article 14.3.

11. DISCLAIMER

11.1 Nothing in this Agreement shall be construed to create an attorney–client relationship between Licensor and Subscriber. Any consultations, discussions, or support provided by Licensor under this Agreement are strictly limited to assisting with the use and implementation of the licensed materials and shall not constitute legal advice. Subscriber is solely responsible for obtaining independent legal counsel regarding compliance with applicable laws, regulations, or legal obligations. Licensor expressly disclaims any responsibility or liability arising from Subscriber's legal, regulatory, or compliance decisions.

12. LOSS

12.1. LICENSOR SHALL NOT BE LIABLE TO SUBSCRIBER FOR AND SUBSCRIBER SHALL RELEASE AND INDEMNIFY LICENSOR FROM AND AGAINST ANY LOSS SUFFERED BY SUBSCRIBER OR ANY THIRD-PARTY CLAIM OF LOSS RESULTING FROM OR ARISING OUT OF OR OCCURRING IN CONNECTION WITH SUBSCSRIBER'S NEGLIGENCE OR INTENTIONAL WRONGDOING. ALL SYSTEMS AND POLICIES SUBJECT TO THIS AGREEMENT WERE PROVIDED FOR SUBSCRIBER'S EXCLUSIVE USE AND ADOPTED AT THE SOLE DISCRETION OF THE SUBSCRIBER.

12.2. SUBSCRIBER AGREES TO AND UNDERSTANDS THAT LICENSOR HAS MADE REASONABLE EFFORTS TO COMPLY WITH AND ADHERE TO ALL APPLICABLE STATUTES, OPINIONS, LAWS, AND INDUSTRY STANDARDS IN EFFECT AT THE TIME OF CREATION. SUBSCRIBER SHALL RELEASE AND INDEMNIFY LICENSOR FROM AND AGAINST ANY LOSS SUFFERED BY SUBSCRIBER RESULTING FROM OR ARISING OUT OF OR OCCURRING IN CONNECTION WITH THIS AGREEMENT.

14. TERMINATION AND REMEDY

14.1. Termination of Agreement for Cause. Each of Licensor and Subscriber has the right to terminate this Agreement and pursue injunctive relief if the other Party breaches or is in default of any material obligation under this Agreement, when such a breach or default (i) is incapable of cure; or (ii), being capable of cure, has not been cured within thirty (30) days after receipt of written notice of breach or default.

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14.2. Termination for Convenience. This Agreement may be terminated by either Party at the annual anniversary date of each year of the Subscription Term by written notice to the other Party at least thirty (30) days prior to the anniversary date of the Subscription Term.

14.3. Remedy. In the event Subscriber terminates this Agreement pursuant to Article 14.1 or Article 14.2 Licensor shall return to Subscriber any prepaid payments it received for the terminated portion of the Agreement.

14.4. Subscriber Data. Upon termination or expiration of this Agreement, Licensor shall remove from its servers and return to Subscriber all Subscriber Data or provide Subscriber access for a reasonable period (but, in any event, no more than 180 days) after termination or expiration in order to gather and facilitate a transfer of all Subscriber Data. Notwithstanding the foregoing, Licensor shall be permitted to retain one archival copy of the Subscriber Data, and Licensor shall represent to Subscriber that the same is retained for archival purposes only and any possible litigation arising thereunder, and for no other purpose.

15. GOVERNING LAW

15.1. THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNESOTA, EXCEPT FOR ANY RULE OF LAW OF THE STATE OF MINNESOTA, WHICH WOULD MAKE THE LAW OF ANY OTHER JURISDICTION APPLICABLE.

15.2. The Parties specifically agree that, if any provision of this Agreement is determined to be unenforceable or in contravention of any applicable law, such provision shall be deemed modified to the minimum extent required to bring such provision into compliance with said statute or case law. NOTHING CONTAINED HEREIN SHOULD BE CONSTRUED AS CONTRAVENING THE EXPRESS INTENTION OF THE PARTIES THAT THE LAWS OF THE STATE OF MINNESOTA SHALL APPLY IN ALL RESPECTS, UNLESS AND EXCEPT TO THE EXTENT THAT THE PARTIES MAY REFERENCE AND REQUEST APPLICATION OF A LAW, STATUTE, OR RULE OF ANOTHER JURISDICTION OR GOVERNMENTAL BODY IN A SPECIFIC PROVISION OF THIS AGREEMENT.

16. DISPUTE RESOLUTION

16.1. All actions and proceedings arising out of or related, in whole or in part, to this Agreement shall lie exclusively in the state courts of Washington County, Minnesota. Both Parties hereby irrevocably submit to the exclusive jurisdiction of such courts (and, in the case of appeals, appropriate appellate courts therefrom) in any such action or proceeding and irrevocably waive the defenses of lack of personal jurisdiction or any inconvenient forum to the maintenance of any such action or proceeding.

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17. DATA AND CONFIDENTIAL INFORMATION

17.1. During the term of this Agreement, the Parties may provide information to each other or come into possession of information which is considered confidential ("Confidential Information"). Confidential Information shall include Subscriber Data, Licensor Technology, and information which is marked as "confidential" or "proprietary" or would reasonably be assumed to be confidential based on its content or the context surrounding its disclosure.

17.2. Licensor specifically agrees that all Subscriber Data (including Personal Data) is and shall always remain the exclusive property of Subscriber, and Licensor shall not access, download, or make use of the Subscriber Data for any reason other than for the purposes of providing the Services or as otherwise required by applicable law.

17.3. Upon expiration or termination of this Agreement, and as directed by the disclosing Party, each Party will promptly (i) return to the other Party all of the Confidential Information of the other Party; or (ii) erase and destroy all copies of the Confidential Information of the other Party in its possession and certify destruction of the same.

17.4. The Parties acknowledge that all data created, collected, received, maintained, or disseminated for any purpose in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.

18. ACCESS TO SUBSCRIBER'S SYSTEMS AND NETWORKS

18.1. Subscribers shall determine the portions of Subscriber's System and/or Network to which the Accessing Parties will have access and will designate such portions of the System and Network in writing. No Accessing Party shall access or attempt to access any portion of Subscriber's System or Network except as expressly permitted hereunder.

18.2. SUBSCRIBER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY WITH RESPECT TO SUBSCRIBER'S SYSTEM AND NETWORK.

19. ASSIGNMENT

19.1 Licensor may freely assign, transfer, and novate this Agreement without any obligation to obtain the prior written consent of Subscriber. Subscriber shall not assign, transfer, or novate this Agreement, in whole or in part, without the prior written consent of Licensor. Any assignment in violation of this Article 19.1 shall be null and void.

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20. GENERAL

20.1 Headings. The captions and headings used in this Agreement are for convenience only and shall not be used for purposes of construction or interpretation.

20.2 Non-Waiver. No waiver by either Party of any one or more defaults by the other Party in performance of this Agreement shall operate or be construed as a waiver of any future default or defaults by the same Party, whether of a like or a different character.

20.3 Amendment. No change to any term or provision hereof shall be effective unless stated in writing and signed by the duly authorized representatives of both Parties.

20.4 Right to Defend. Each Party shall notify the other immediately upon the commencement of any action brought and the outcome of which may affect the rights of the other Party herein granted, and such other Party shall have the right at its own expense to appear in and defend such actions.

20.5 Severability. It is intended that if any provision of this Agreement is determined to be unenforceable or void for any reason, such provision shall be adjusted, if possible, to achieve the intent of the Parties. In any event, all other provisions of this Agreement shall be deemed valid, binding, and enforceable.

20.6 Legal Representation and Language Construction. Each Party has had the opportunity to be represented by counsel in connection with the drafting and negotiation of this Agreement, and the Parties agree that this Agreement and the terms hereof shall not be construed more severely against one of the Parties than the other. Specifically, but not by limitation, the Parties agree that no term of this Agreement shall be construed more severely against the Party deemed to be the drafter of such term than against the other Party.

20.7 Entire Agreement. This Agreement reflects the entire agreement between the Parties with respect to its subject matter. All other oral or written agreements, contracts, understandings, conditions, warranties, or representations with respect to the subject matter of this Agreement are superseded by this Agreement.

20.8 Records/Inspection. Pursuant to Minnesota Statutes § 16C.05, subd. 5, Licensor agrees that the books, records, documents, and accounting procedures and practices of Licensor, that are relevant to the contract or transaction, are subject to examination by Subscriber and the state auditor or legislative auditor for a minimum of six years. Licensor shall maintain such records for a minimum of six years after final payment. The parties agree that this obligation will survive the completion or termination of this Agreement.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives, effective as of the Effective Date.

CITY OF RICHFIELD

By: _____

Print: Mary Supple

Title: Mayor

Date: _____

LETAC
A DIVISION OF ECKBERG LAMMERS, P.C.

By: _____

Print: Imran S. Ali

Title: Executive Director, LETAC

Date: _____

CITY OF RICHFIELD

By: _____

Print: Katie Rodriguez

Title: City Manager

Date: _____

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EXHIBIT A
SCOPE OF SERVICES

1. GENERAL

   Licensor will provide Policies360 Law Enforcement Policies and a hosted platform for Policies360 Law Enforcement Policies Software. The platform provides Subscriber the ability to receive law enforcement policies and provides a platform to deliver, access, manage, audit and report on Policies360 Law Enforcement Policies

2. SUMMARY OF SERVICES:

   Policies360 is a web-based Law Enforcement Policy management system created to increase understanding, access, retention, proficiency, and efficiency in locating and understanding Law Enforcement Policies by eliminating unnecessary processes and providing enhanced targeted knowledge management systems. All policy storage, retrieval, updating, auditing, reporting and proprietary knowledge management systems are performed online.

   Policies360 is used by law enforcement agencies to protect the public, officers and municipalities from unnecessary risk and harm by providing comprehensive policies and intuitive knowledge management systems to promote public safety.

With Policies360 you can:

- Receive, sort and manage policies
- Automatically route or complete tickets
- Search for current policies
- Access to policies
- Manage policy updates
- Eliminate unnecessary procedures from policies

Policies360 include the following:

- Complete and comprehensive Law Enforcement Policy Manual
- Online access to Policies 24/7
- Integrated intuitive Knowledge Management System
- Policy Update notifications
- Compliance and reporting
- Support for locations and users
- Web-based application access
- Setup, credentialling and configuration
- Telephone support, upgrades and maintenance
- Current auditing and reporting
- Fully redundant and secure data center

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3. IMPLEMENTATION AND SET-UP PROCESS

Outlined in Policies360 Implementation & Security Forms

4. DETAILS OF SERVICES

Policies360 include:

LETAC Law Enforcement Policy Manual
Automated MN Law Enforcement Policy Manual
Periodic policy updates
Policy Monitoring
Automated Notifications of Compliance
Employee recognition Auditing
Auditing and Reporting
Completion Detail and Summary Reports
Export Reports to Multiple Formats
Seven Years of Archived Data
Custom Reporting Tool

Intuitive Knowledge Management Systems
Interactive Learning
Support
Online support
Data Security
Data Integrity
Data Center Redundancy
Network Redundancy
Data Redundancy

© Policies360 by LETAC a division of Eckberg Lammers, P.C. | Richfield Police Department

EXHIBIT B
FEES

SUMMARY OF FEES

Based on 50 FTE/PTE Officers

Policies360 Fees	
2026 Policies360 Onboarding, Included Ten Hours of Customization and Annual Management	$22,800
2027 Policies360 Annual Management	$14,962
2028 Policies360 Annual Management	$15,710

City Council Meeting 1/13/2026
Agenda Section:
Consent Calendar

Agenda Item: 7.h.

Report Prepared By:
Michelle Friedrich, City Clerk

Department Director:
Katie Rodriguez, City Manager

Item for Consideration:
Consider the designation of a Mayor Pro Tempore for 2026.

EXECUTIVE SUMMARY

The Richfield City Charter Section 2.06, requires the City Council to designate one of its members to serve as Mayor Pro Tempore, to perform the duties of the Mayor during periods when the Mayor is absent from the City. In compliance with this requirement, Council Member Hayford Oleary served as Mayor Pro Tempore during calendar year 2025. A draft resolution is attached and references a recommendation of Council Member Hayford Oleary to serve as the Mayor Pro Tempore for the 2026 calendar year.

RECOMMENDED ACTION

By Motion: Appoint a Council Member to serve as Mayor Pro Tempore for the calendar year 2026.

HISTORICAL CONTEXT

This information is contained in the Executive Summary.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

This is standard business.

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

The City Council considers the designation of a Mayor Pro Tempore at the first meeting in January of each year.
Section 2.06. The Mayor. Subdivision 1, of the City Charter states: *"The Mayor shall be the presiding officer of the Council, except that the Council shall choose from its members a Mayor Pro Tempore who shall hold office at the pleasure of the Council and shall serve as mayor in the Mayor's absence, and as Mayor in case of the Mayor's disability or absence from the City."*

CRITICAL TIMING ISSUES

It is necessary to designate a Mayor Pro Tempore to ensure the continued operation of City functions during periods when the Mayor is absent.

FINANCIAL IMPACT

This designation is at no additional cost to the City.

LEGAL CONSIDERATIONS
None.

ALTERNATIVE RECOMMENDATION(S)
The City Council may defer this designation to a future City Council meeting.

ATTACHMENTS
1. 2026-01-13 DRAFT Resolution Appointing Mayor Pro Tempore

RESOLUTION NO. XXXXX
Motion by:
Seconded by:

A RESOLUTION APPOINTING COUNCIL MEMBER SEAN HAYFORD OLEARY AS MAYOR PRO TEMPORE FOR THE CITY OF RICHFIELD FOR 2026

WHEREAS, the Richfield City Charter, Section 2.06, requires the City Council to designate one of its members to serve as Mayor Pro Tempore; and

WHEREAS, the Mayor Pro Tempore is authorized to perform the duties of the Mayor when the Mayor is absent from the City or in the event of the Mayor's disability, incapacity, or inability to serve; and

WHEREAS, the City Council desires to designate a Council Member to serve as Mayor Pro Tempore for calendar year 2026.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield, Minnesota, that Council Member Sean Hayford Oleary is hereby appointed as Mayor Pro Tempore for the City of Richfield for calendar year 2026.

BE IT FURTHER RESOLVED that this appointment shall be effective January 1, 2026, through December 31, 2026, unless otherwise amended or rescinded by action of the City Council.

Adopted by the City Council of the City of Richfield, Minnesota, this 13th day of January, 2026.

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

_____

Mary B. Supple Mayor

ATTEST:

_____

Michelle Friedrich City Clerk

DRAFT

City Council Meeting 1/13/2026
Agenda Section:
Consent Calendar

Agenda Item: 7.i.

Report Prepared By:
Michelle Friedrich, City Clerk

Department Director:
Katie Rodriguez, City Manager

Item for Consideration:
Consider annual designations of Acting City Manager, Council Representatives, and the City's official newspaper for 2026.

EXECUTIVE SUMMARY

Acting City Manager

It is necessary to designate a person to serve as the Acting City Manager for those times when the City Manager is absent from the City. The City Manager recommends the Assistant City Manager or an available Department Director as Acting City Manager.

City Staff and Council Liaisons

City staff and members of the City Council serve as the City's liaisons/representatives to various local, regional and state organizations, and City boards and commissions. Each year, the Mayor recommends a list of City Council representatives to the City Council for approval. The list is attached to this staff report.

Official Newspaper

Section 13.01 of the City Charter of Richfield requires the City Council annually designate an official newspaper for the City. The Richfield Sun-Current has served as the official paper for the City since 1969 and has proven to be a reliable and professional publication that is delivered to nearly all residences in the City. The Richfield Sun-Current has expressed an interest in continuing to serve as the official newspaper of the City.

RECOMMENDED ACTION

By Motion: Adopt resolutions designating the Acting City Manager, City staff and Council liaisons/representatives, and the City's official newspaper for 2026.

HISTORICAL CONTEXT

This information is contained in the Executive Summary.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

One of the City's Strategic Plan desired outcomes is that staff, boards and commissioners reflect the diversity of the community. The City's Equity Coordinator has been guiding improvements to recruiting processes to attract more diverse candidate pools and the City now tracks and reports staff, board and commission demographics annually.

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

- Past practice has been for the City Council to designate an Acting City Manager for times when the City Manager is absent from the City.
- The City Council considers the designation of liaisons at a meeting in January of each year.
- The Richfield City Charter, Section 13.01, requires the City Council annually designate an official newspaper for the City.

CRITICAL TIMING ISSUES

It is necessary to designate an Acting City Manager to ensure the continuation of City operations during the City Manager's absence. City staff and City Council serving as liaison/representation on local, regional and state organizations, City boards and commissions is a City priority. The City Council also typically considers the designation of an official newspaper at the first meeting in January of each year.

FINANCIAL IMPACT

- There is no financial impact in designating an Acting City Manager, or staff and Council liaisons/representatives.
- The 2026 price quote from the Sun-Current for the publication of legal notices is $12.75 per column inch with 320 characters per inch, and 9 lines per inch.

LEGAL CONSIDERATIONS

None.

ALTERNATIVE RECOMMENDATION(S)

The City Council may defer this designation to a future City Council meeting.

ATTACHMENTS

1. 2026-01-13 DRAFT Resolution Appointing Acting City Manager (v2)
2. 2026-01-13 DRAFT Resolution Appointing Council Liaisons
3. 2026-01-13 DRAFT Resolution Appointing Council Liaisons Attachment A (v2)
4. 2026-01-13 DRAFT Resolution Designating Newspaper

RESOLUTION NO. XXXXX

Motion by:
Seconded by:

RESOLUTION APPOINTING ASSISTANT CITY MANAGER SACK THONGVANH AS ACTING CITY MANAGER FOR THE CITY OF RICHFIELD FOR 2026

WHEREAS, the City of Richfield operates under the Richfield City Charter as a council-manager form of government; and

WHEREAS, the City Manager may be absent from the City from time to time due to vacation, illness, training, or other official business; and

WHEREAS, historically, the City Manager recommends the Assistant City Manager or an available Department Director as Acting City Manager, and City Council designates an Acting City Manager to serve during periods when the City Manager is absent from the City;

WHEREAS, Assistant City Manager Sack Thongvanh is qualified and capable of performing the duties of Acting City Manager during such absences; and

WHEREAS, if Assistant City Manager Sack Thongvanh is unavailable, an available Department Director may serve in that capacity.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield, Minnesota, that Assistant City Manager Sack Thongvanh is hereby appointed as Acting City Manager for the City of Richfield for times when the City Manager is absent from the City during calendar year 2026.

BE IT FURTHER RESOLVED that this appointment shall be effective January 1, 2026, through December 31, 2026, unless otherwise amended or rescinded by the City Council.

Adopted by the City Council of the City of Richfield, Minnesota, this 13th day of January, 2026.

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

_____

Mary B. Supple Mayor

ATTEST:

RESOLUTION NO. XXXXX

_____
Michelle Friedrich City Clerk

DRAFT

RESOLUTION NO. XXXXX
Motion by:
Seconded by:

A RESOLUTION DESIGNATING STAFF AND CITY COUNCIL LIAISONS/REPRESENTATIVES FOR BOARDS, COMMISSIONS, COMMITTEES, AND OUTSIDE ORGANIZATIONS FOR CALENDAR YEAR 2026

WHEREAS, the City Council of the City of Richfield appoints City staff and Council Members to serve as representatives on various boards, commissions, committees, and outside organizations; and

WHEREAS, such appointments promote effective governance, communication, and representation of the City's interests; and

WHEREAS, the City Council desires to designate City staff and Council Member representatives for calendar year 2026.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield, Minnesota, that the following City staff and City Council liaisons/representatives are hereby designated to serve on the boards, commissions, committees, and outside organizations listed in Attachment A for calendar year 2026, or until successors are appointed.

BE IT FURTHER RESOLVED that the Mayor and Council are authorized to make interim or temporary appointments as necessary, subject to ratification by the City Council, unless otherwise provided by law or Council policy.

BE IT FURTHER RESOLVED that this resolution shall be effective January 1, 2026, through December 31, 2026, unless otherwise amended or rescinded by action of the City Council.

Adopted by the City Council of the City of Richfield, Minnesota, this 13th day of January, 2026.

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

_____

Mary B. Supple Mayor

ATTEST:

DRAFT

RESOLUTION NO. XXXXX

_____
Michelle Friedrich City Clerk

DRAFT

ATTACHMENT A

*****Meeting dates subject to change. Check agency/commission website for calendar.**

AGENCY	2025 LIAISON/ REPRESENTATIVE	2026 LIAISON/ REPRESENTATIVE
Metro Cities	Sean Hayford Oleary, Rep. Walter Burk, Alt.	Sean Hayford Oleary, Rep. Walter Burk, Alt.
League Of Minnesota Cities	Mary Supple, Rep. Rori Coleman-Woods, Alt.	Mary Supple, Rep. Rori Coleman-Woods, Alt.
Noise Oversight Committee (Meets 3rd Wednesday of odd # months at 1:30pm)	Courtney DesCamps, Rep. Rori Coleman-Woods, Alt.	Courtney DesCamps, Rep. Rori Coleman-Woods, Alt.
I-35w Solutions Alliance (Meets 2nd Thursday at 7:30am)	Sean Hayford Oleary, Rep. Mary Supple, Alt. Joe Powers, Staff Lia.	Sean Hayford Oleary, Rep. Mary Supple, Alt. Joe Powers, Staff Lia.
494 Corridor Commission (Meets 2nd Wednesday at 8am)	Mary Supple, Rep. Sean Hayford Oleary, Alt. Matt Hardegger, Staff Lia.	Mary Supple, Rep. Sean Hayford Oleary, Alt. Matt Hardegger, Staff Lia.
Richfield School District (Meets 1st and 3rd Monday at 7:00pm)	Mary Supple, Lia. Rori Coleman-Woods, Alt.	Mary Supple, Lia. Rori Coleman-Woods, Alt.
Fowl Board (Meets every 3rd Thursday at 4:30pm)	Walter Burk, Lia. Rori Coleman-Woods, Alt.	Walter Burk, Lia. Rori Coleman-Woods, Alt.
Southwest Cable Commission (Meets 2-4 times per year)	Mary Supple, Rep. Katie Rodriguez, Rep. Sean Hayford Oleary, Alt.	Mary Supple, Rep. Katie Rodriguez, Rep. Sean Hayford Oleary, Alt.
Social Services Awards Advisory Group (Meets once a year, formerly known as Richfield Community Human Services Planning Council)	Rori Coleman-Woods, Rep. Sharon Christensen, Alt. Lynnette Chambers, Staff Lia.	Rori Coleman-Woods, Rep. Sharon Christensen, Alt. Lynnette Chambers, Staff Lia.
Advisory Board of Health (Meets 4th Monday Jan & Feb and 3rd Monday Mar-Oct 6:00pm)	Sharon Christensen, Lia. Rori Coleman-Woods, Alt. Jennifer Anderson, Staff Lia.	Sharon Christensen, Lia. Rori Coleman-Woods, Alt. Jennifer Anderson, Staff Lia.

Arts Commission (Meets 1st Thursday, sans Jan, July, Dec, At 7:00pm)	Sharon Christensen, Lia. Mary Supple, Alt. Jill Murphy, Staff Lia.	Sharon Christensen, Lia. Mary Supple, Alt. Jill Murphy, Staff Lia.
Civil Service Commission (Meets as needed)	Sharon Christensen, Lia. Kelly Wynn, Staff Lia.	Sharon Christensen, Lia. Vacant-TBD, Staff Lia.
Community Services Commission (Meets 3rd Tuesday at 7:00pm)	Rori Coleman-Woods, Lia. Walter Burk, Alt. John Evans, Staff Lia. Karl Huemiller, Staff Lia	Rori Coleman-Woods, Lia. Walter Burk, Alt. John Evans, Staff Lia. Karl Huemiller, Staff Lia
Human Rights Commission (Meets 1st Tuesday at 6:30pm)	Walter Burk, Lia. Sean Hayford Oleary, Alt. Brittany Bartlett, Staff Lia. Mike Flaherty, Staff Lia.	Walter Burk, Lia. Sean Hayford Oleary, Alt. Brittany Bartlett, Staff Lia. Joe Griffin, Staff Lia.
Planning Commission (Meets 4th Monday at 7:00pm)	Walter Burk, Lia. Mary Supple, Alt. Sam Crosby, Staff Lia.	Walter Burk, Lia. Mary Supple, Alt. Sam Crosby, Staff Lia.
Transportation Commission (Meets 1st Wednesday at 7:00pm)	Sean Hayford Oleary, Lia. Walter Burk, Alt. Matt Hardegger, Staff Lia.	Sean Hayford Oleary, Lia. Walter Burk, Alt. Matt Hardegger, Staff Lia.
Richfield Historical Society (Meets 3rd Monday at 7:00pm)	Sharon Christensen, Rep. Sean Hayford Oleary, Alt.	Sharon Christensen, Rep. Sean Hayford Oleary, Alt.
Sustainability Commission (Meets On 4th Thursday sans July and December at 7:00pm)	Rori Coleman-Woods, Lia. Walter Burk, Alt. Rachel Lindholm, Staff Lia.	Rori Coleman-Woods, Lia. Walter Burk, Alt. Rachel Lindholm, Staff Lia.
Richfield Chamber of Commerce (Meets On 1st Tuesday at 7:30am)	Mary Supple, Lia. Walter Burk, Alt.	Mary Supple, Lia. Walter Burk, Alt. Jan Youngquist, Staff Lia.

RESOLUTION NO. XXXXX

Motion by:
Seconded by:

RESOLUTION DESIGNATING AN OFFICIAL NEWSPAPER FOR 2026

WHEREAS, the Charter of the City of Richfield requires in Section 13.01 thereof that the City Council annually designates an official newspaper for the City.

NOW, THEREFORE, BE IT RESOLVED, that the *Richfield Sun-Current* is designated the official legal newspaper for the City of Richfield for 2026 for all publications required to be published therein.

Adopted by the City Council of the City of Richfield, Minnesota, this 13th day of January, 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

DRAFT

City Council Meeting 1/13/2026
Agenda Section:
Consent Calendar

Agenda Item: 7.j.

Report Prepared By:
Steve McDaniel, Budget, Cash, and Debt Manager

Department Director:
Mary Bogie, Interim Finance Director

Item for Consideration:
Consider resolutions designating official depositories for the City of Richfield for 2026, including the approval of collateral.

EXECUTIVE SUMMARY

In compliance with Minnesota statutes, the City of Richfield must designate on an annual basis those financial institutions it does business with.

U.S. Bank acts as the banking institution in the City's banking arrangement with the 4M Fund.

The following resolutions for the City Council's consideration will designate U.S Bank/4M Fund as a depository of City funds, and designate certain savings and loan associations, banks, credit unions and financial institutions as depositories for the investment of City funds.

RECOMMENDED ACTION

By Motion: Adopt the attached resolutions designating official depositories, with the understanding that the City could not invest in any of the depositories beyond the level of insurance coverage or the pledged collateral.

HISTORICAL CONTEXT

N/A

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Developing more inclusive procurement is a long-term equity project. Currently there are very limited financial institutions owned by underrepresented groups. Also, it is the League of Minnesota Cities that selects the depository for the 4M Fund which provides significant value in excellent services at lower costs.

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

In accordance with Minnesota Statutes Section 118A.01 - 118A.06, the City of Richfield must designate financial institutions annually. The institutions must pledge the collateral over and above the amount of federal insurance, as public depositories.

U.S. Bank acts as the banking institution in the City's banking arrangement with the 4M Fund. Monies received, checks written by the City, flow through U.S. Bank, however, at the end of each business day, any proceeds remaining in City U.S. Bank accounts are

swept to the 4M Fund to be invested. Therefore, at the end of the business day the City accounts are zero, which means the collateral requirements of Minnesota Statutes Section 118A.03 are not required. Accordingly, U.S. Bank has met all other statutory requirements and should be considered as a depository for the City's Deputy Registrar, payroll and vendor accounts and all savings deposits.

The City must also annually designate certain savings and loan associations, banks, and credit unions as official depositories for deposit and investment of certain City funds. With approval of these official depositories, the City will be able to deposit and invest funds in these institutions, not exceeding the federal insurance of $250,000. Currently US Bank is the only bank designated as the official depository of the City.

An annual designation must also be made for certain financial institutions as depositories for the investment of City funds for 2026. These institutions, such as investment brokerage firms, offer government securities in the manner required by law. These financial institutions include RBC Capital Markets, Raymond James & Associates, Inc., Northland Securities, Oppenheimer & Co., Principal Custody Solutions, Moreton Capital Markets, Pershing Wealth Solutions BNY Mellon, and the 4M Fund.

CRITICAL TIMING ISSUES
N/A

FINANCIAL IMPACT
N/A

LEGAL CONSIDERATIONS
The City is required by Minnesota Statute 118A.01 - 118A.06, to designate as a depository of funds, insured banks or thrift institutions. Any collateral so deposited is accompanied by an assignment pledged to the City in the amount specified in the attached resolutions.

ALTERNATIVE RECOMMENDATION(S)
None

ATTACHMENTS
1. Resolution designating US Bank as a 2026 depository
2. Resolution designating Bank and Credit Unions as 2026 depositories
3. Resolution designating Financial Institutions as 2026 depositories

RESOLUTION NO.

RESOLUTION DESIGNATING U.S. BANK A DEPOSITORY OF FUNDS FOR THE CITY OF RICHFIELD FOR THE YEAR 2026

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

That, in accordance with Minnesota Statutes, Section 118A.01- 118A.06, U.S. Bank be, and hereby is designated a depository of the funds of the City, subject to modification and revocation at any time by said city, and subject to the following terms and conditions:

The said depository shall not be required to give bonds or other securities for such deposits provided that the total sum thereof shall not at any time exceed in any depository the sums for which its deposits are insured under the Acts of Congress of the United States relating to insurance of bank deposits; but that in case such deposits in any such depository shall at any time exceed such insured sum, said depository shall immediately furnish bonds or other security for such excess according to law, approved by the City Council of said city.

That said depository shall pay on demand all deposits therein; and shall pay all time deposits, at or after the end of the period for which the same shall be deposited, on demand.

BE IT FURTHER RESOLVED, that there shall be maintained a general account in which shall be deposited all monies from the water, sewer, storm sewer, liquor, swimming pool/ice arena, deputy register fees, city permits and other deposits not otherwise specifically provided for. The following officers or their facsimile signatures shall sign checks on this account;

KATIE RODRIGUEZ, CITY MANAGER
LISA PARADISE, CITY TREASURER

BE IT FURTHER RESOLVED, that all funds remaining in the account at the end of each business day will be transferred from U.S. Bank to the 4M Fund where funds deposited are invested and insured.

Passed by the City Council of the City of Richfield, Minnesota this 13th day of January, 2026.

_____
Mary Supple, Mayor

ATTEST:

_____
Michelle Friedrich, City Clerk

RESOLUTION NO.

RESOLUTION DESIGNATING CERTAIN SAVING AND LOAN ASSOCIATIONS, BANKS, AND CREDIT UNIONS AS DEPOSITORIES FOR THE DEPOSIT AND INVESTMENT OF CITY FUNDS IN 2026

BE IT RESOLVED, by the City Council of City of Richfield (City), Minnesota

WHEREAS, pursuant to Minnesota Statutes, Sections 118A.01 – 118A.06, municipal funds may be deposited in any Savings and Loan Association, Bank or Credit Union which has its deposits insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA); and

WHEREAS, the amount of said deposits may not exceed the FDIC/NCUA insurance covering such deposits which insurance amount is presently $250,000; and

WHEREAS, the deposit of City funds in Savings and Loan Associations and Bankswould provide greater flexibility in the City's investment program and maximize interest income thereon; and

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

1. It is hereby found and determined that it is in the best interest of the property management of City funds that various banks be designated as additional depositories for City funds for 2026.
2. It is further found and determined that the purpose of such depository designation is to facilitate the proper and advantageous deposit and investmentof City funds and that such designation is not exclusive, nor does it preclude the deposit of any City funds in other officially designated depositories of the City.
3. The Finance Director is hereby authorized to deposit City funds in various depositories up to the amount of $250,000, or such other amount as may be subsequently permitted by law, such deposits to be in the form of demand accounts, payable to the City on the signature of the Finance Director. Such deposits may be made and withdrawn from time to time by the Finance Director as their best judgment and the interests of the City dictates.
4. The investment of funds and the reporting thereof pursuant to this resolution shall be conducted in accordance with established policies of the City regardingthe investment of City funds.

Adopted by the City Council of the City of Richfield, Minnesota this 13th day of January, 2026.

_____
Mary Supple, Mayor

ATTEST

_____
Michelle Friedrich, City Clerk

RESOLUTION NO.

RESOLUTION DESIGNATING CERTAIN FINANCIAL INSTITUTIONS AS DEPOSITORIES FOR THE INVESTMENT OF CITY OF RICHFIELD FUNDS IN 2026

WHEREAS, the City of Richfield (City) has money available for investment; and

WHEREAS, different financial institutions offer different rates of return on investments; and

WHEREAS, the City shall purchase U.S. Treasury Bills, U.S. Treasury Notes and other such government securities in the manner required by law from the institution offering the highest rate to the City, providing greater flexibility in the investment program and maximize interest income thereon; and

NOW, THEREFORE, BE IT RESOLVED, the City of Richfield, Minnesota, inaccordance with Minnesota Statutes, Sections 118A.01 – 118A.06, as follows:

1. It is hereby found and determined that it is in the best interest of the proper management of City funds that certain financial institutions be designated as additional depositories for City fund in 2026.

2. The following financial institutions designated as depositories for City funds:

RBC Capital Markets	Raymond James & Assoc.
Principal Custody Solutions	4M Fund
Northland Securities, Inc.	Oppenheimer & Co.
Moreton Capital Markets	Pershing Wealth Solutions BNY Mellon

3. The Finance Director is hereby authorized to deposit City funds in any or all of the depositories herein designated. Such deposits may be made and withdrawn from time to time by the Finance Director's discretion and as the interest of the City dictates.

4. The investment of funds and the reporting thereof pursuant to this resolution shall be conducted in accordance with established policies regarding the investment of these funds.

Adopted by the City Council of the City of Richfield, Minnesota this 13th day of January 2026.

_____
Mary Supple, Mayor

ATTEST

_____
Michelle Friedrich, City Clerk

City Council Meeting 1/13/2026
Agenda Section:
Public Hearings

Agenda Item: 9.a.

Report Prepared By:
Jennifer Anderson, Support Services Manager

Department Director:
Jay Henthorne, Police Chief

Item for Consideration:
Public hearing to consider and approve the renewal of 2026 Pawnbroker license for Metro Pawn & Gun, Inc., 7529 Lyndale Avenue South.

EXECUTIVE SUMMARY

On November 7, 2025, the City received the application materials for the renewal of a Pawnbroker license for Metro Pawn & Gun, Inc., 7529 Lyndale Avenue South. All required information and documents have been provided. All licensing fees have been received.

The Public Safety Director has reviewed the background information and attached documents and approves of its contents and sees no basis for denial.

Due to a clerical error, the public hearing was delayed until January 13, 2026, to allow for the public hearing notice to be published. At the Council meeting on November 25, 2025, a motion was made to extend the 2025 license to January 13, 2026, to cover the business until the new license was approved.

RECOMMENDED ACTION

Conduct and close the public hearing.
By motion: Approve the renewal of 2026 Pawnbroker license for Metro Pawn & Gun, Inc., 7529 Lyndale Avenue South.

HISTORICAL CONTEXT

On November 7, 2025, the City received the application and other required documents for a Pawnbroker license renewal for Metro Pawn & Gun, Inc.

The applicant has satisfied the following requirements for issuance of a license:

- The required license fees have been paid.
- Real estate taxes are paid and current.
- The $5,000 bond has been submitted.
- Environmental Health staff has received no complaints regarding Metro Pawn & Gun in the previous year.

The Public Safety background investigation has been completed. The results of the investigation are summarized in an attachment to this report. The Public Safety Director

has reviewed the information in the background investigation report. There is no information in the investigation that shows any cause for recommending denial of the requested licenses.

The Pawnbroker and Secondhand Goods Dealer licenses will expire on January 13, 2026.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS
The business licensing renewal process is standard business for the City.

POLICIES (RESOLUTIONS, ORDINANCES, REGULATIONS, STATUTES, ETC.)
Richfield City Code Sections 1186 and 1187 require owners of Pawnbroker establishments to comply with all of the provisions of both City Code and State Statutes.

CRITICAL TIMING ISSUES
There are no additional critical timing issues.

FINANCIAL IMPACT
The required licensing fees have been received.

LEGAL CONSIDERATIONS
There are no legal considerations.

ALTERNATIVE RECOMMENDATION(S)
The City Council could decide to deny the requested license, which would mean the current applicants would not be able to obtain a Pawnbroker license for 2026.

ATTACHMENTS
1. 2024-2025 METRO PAWN GUN SUMMARY OF BACKGROUND INVESTIGATION REPORT

SUMMARY OF BACKGROUND INVESTIGATION REPORT
FOR METRO PAWN & GUN, INC.
2026 License Renewal

Officers:

Mark Nichols – Owner

Elizabeth Nichols - Owner

Criminal History:

The following criminal histories reflect the previous and current year. Mark Nichols has no known criminal record. Elizabeth Nichols has no known criminal record. John Kunst, who serves as the General Manager, has no known criminal record.

Premises:

Lynrich Properties, LLC is the owner of the property. All payments are current.

Record of Service Calls:

There were six Public Safety/Police contacts with Metro Pawn & Gun, Inc. from October 2024 through September 2025. This compares with eight contacts for the previous year. A breakdown of these contacts is shown below.

Routine Information:

The owner of the business continues to act in a cooperative manner with the Public Safety Department on the recovery of stolen articles.

The Notice of Public Hearing was published in the Richfield Sun Current on December 18, 2025.

PUBLIC SAFETY CONTACTS
October 2024 through September 2025

		2024	2025
Criminal Contacts		**4**	**5**
	Incidents (see bottom of page for specifics)	2	3
	Alarm	2	1
	Traffic	0	1
Misc. Non-Criminal		**4**	**1**
	Assists	0	1
	Inspections/Licensing	0	0
	Medical/Fire	0	0
	Miscellaneous	4	0
TOTAL CONTACTS		**8**	**6**

The criminal contacts from October 2024 through September 2025 were: 1 crash/hit and run, 1 alarm, 1 suspicious activity, and 2 traffic stops.

City Council Meeting 1/13/2026
Agenda Section:
Proposed Ordinances

Agenda Item: 10.a.

Report Prepared By:
Sam Crosby, City Planner

Department Director:
Melissa Poehlman, Community Development Director

Item for Consideration:
First reading of an ordinance rezoning four parcels at approximately 76th Street and Morgan from R to MR-2 to facilitate construction of a new learning center for Minnesota Independence College & Community and discussion of related conditional use permit, variances, and plat.

EXECUTIVE SUMMARY

Minnesota Independence College & Community (MICC), a non-profit that provides vocational and life skills training for autistic and neurodivergent individuals, has submitted an application for land use approvals to construct a two-story learning center with administrative offices on the north side of 76th Street West, between Morgan and Newton Avenues. The requested approvals include:

- Rezoning from R "Low Density Residential" to MR-2 "Multifamily Residential,"
- A Conditional Use Permit (CUP) for a learning institution,
- A Preliminary Plat to reconfigure four lots into two (one for the school, and one for future development),
- Five variances — three setback reductions, a lot coverage increase, and a parking reduction.

The proposed 27,978 square foot building is positioned in the southwest corner of the site, activating the streetscape along 76th Street West and maximizing the buffer between the school and the residential properties to the north. Also, the second floor is offset from the first, enhancing the building's visual interest and providing a welcoming main entry feature on 76th Street West. See applicant's narrative for further details.

The proposed project aligns with the intent and policies of the Comprehensive Plan, and complies with all zoning code requirements, except as noted by the variances. As explained in the required findings (attached), the variances are reasonable given both the surrounding context, and the desire to reserve space for future development.

The Planning Commission held a public hearing for the rezoning and proposed development on December 8, 2025. The Planning Commission voted unanimously (5-0) to recommend approval of both the rezoning and the development proposal. The first reading of a rezoning is an administrative requirement and does not obligate the Council to approve the ordinance upon second reading; nor does it obligate the Council to approve the specific development plans. A second reading and final development plans will be considered by the Council on January 27, 2026.

RECOMMENDED ACTION

By Motion: Approve the first reading of an ordinance to change the zoning district of the subject parcels from R, “Low Density Residential” to MR-2 “Multifamily Residential."

HISTORICAL CONTEXT

- MICC has operated out of the nearby Colony Apartments since its inception in 1996.
- In 2016, the City Council approved an Interim Use Permit (IUP) for MICC to use the property at 2000 - 76th Street West for social, meeting, and office space. The IUP was extended in 2022 and will expire July 12, 2027.
- Preliminary concepts for redevelopment of the subject properties were presented at a work session in the summer of 2022. The proposal then was a mixed-use facility, with classroom and office space below, and 67 units of affordable housing above. However, that project was not financially viable.
- At a June 2024 work session, MICC first presented the concept of placing the housing and school side-by-side, in two separate buildings on two equally sized lots — each building 3 stories in height, with a greenspace/stormwater feature between the two. Feedback related to locating a main entrance on the 76th Street side with lots of building transparency (windows), a larger buffer between the residential to the north (move stormwater there) and moving the buildings toward 76th Street (reduced setbacks) was received.
- At an April 2025 work session, MICC presented a revised side-by-side concept addressing many of the issues from the 2024 work session. Feedback included the transparency of the glass over time (concerns about blinds), providing sufficient space for the bus stop off of the sidewalk, a privacy fence along the north property, birds and the glass, and pollinator-friendly plantings on the outlot.
- On October 7th, MICC held a neighborhood meeting (as required by City policy for rezoning), which was sparsely attended, but generally well-received.
- At the December 8th Planning Commission meeting, the Commission unanimously recommended approval.
- Two additional public comments were received since the Planning Commission meeting; both are attached.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

People with disabilities are a historically excluded group. The expansion of, and improvements to, their educational facility and social gathering space will greatly enhance their quality of life, and help increase their sense of inclusion and belonging.

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

Rezoning

- The properties are part of a multi-block area that has been guided “Medium Density Residential” by the Comprehensive Plan since 2008, and MR-2 "Medium Density Housing" is the zoning district that corresponds to the Medium Density designation.
- The current zoning R "Low Density Residential" is non-compliant with the Comprehensive Plan. This is in accordance with the City's practice of delaying

the rezoning of properties until an area is prioritized for redevelopment (either by action of the Council, or by proposal of a developer).
- Learning institutions similar to high schools are allowed in both the R and MR-2 districts, so the rezoning from R to MR-2 is required because of the established guiding.

CUP

"Public or private elementary and high schools, and other similar learning institutions" are conditional uses in residential zoning districts, with five listed conditions that must be met.

- The use must be located on a collector or arterial and minimize traffic on local streets.
- Pick-up and drop off must be designed for safety.
- Any outdoor recreation must be set back 40 feet from any lot line.
- Buffers must be provided to mitigate sight and noise.
- Lighted playing fields are only permitted when their impacts are mitigated.

The proposal complies with all of these requirements.

Preliminary Plat

- Both the proposed lots exceed the minimum size and width requirements.
- An additional two feet of land dedication is required along 76th Street.
- The County has reviewed the proposed Preliminary Plat and did not have any comments.
- The City attorney has provided a Preliminary Plat Opinion Letter that will be updated at the time of the final plat.

Setback Variances

The requested variances include:

- A 22-foot variance from the 30-foot setback required along the front/west side (Newton Avenue).
- A 23.5-foot variance from the 30-foot setback required along the side abutting a public right-of-way (76th Street).
- A 15-foot variance from the 25-foot setback required along the rear/east side (new interior lot line).

In order to place the building 8 feet from the west lot line, 6.5 feet from the south lot line and 10 feet from the new east lot line.

These variances are necessary to fit the building closer to the southwest corner of the site, both increasing the setback to the residential properties to the north, and improving the streetscape along 76th Street West.

The City recently amended the residential portion of the multifamily development regulations to reduce setback requirements. The City may want to consider whether it is also appropriate to amend the non-residential portion of the multifamily development

regulations as well. Thirty-foot setbacks from all sides are contrary to the desired urban massing and form, particularly along higher volume arterial roadways, and the desire for reduced setbacks was expressed by both the City and the MICC during work session discussions.

Lot Coverage Variance
"Lot coverage" is the amount of the lot that is covered by buildings. The requested variance is to allow 37% coverage when 30% is the maximum. The proposal could be designed to meet the 30% limit if it did not reserve a second parcel for potential future housing. It has long been a desire of both the City and MICC to incorporate housing into this project. While not a viable component at this time, a separate lot is being platted with the intention of future housing development.

Parking Variance
The parking requirement for a high school, which is the most similar use, is one stall per employee plus one stall per every eight students. With a projected maximum of 40 employees and potential for up to 200 students, 65 stalls would be required. A 10% credit is applied for being within a quarter mile of a frequently operating transit line and another 10% reduction applies for providing a transit-supportive plaza. This brings the required parking down to 52 stalls. The requested variance is a 15-stall variance from the 52-stall parking requirement in order to provide 38 parking spaces.

The exact location, shape and design of the transit-supportive plaza has yet to be finalized, but will be coordinated with Metro Transit, and reviewed and approved by City staff, prior to installation. A "placeholder" is currently shown at the corner of Morgan Avenue due to a planned traffic signal replacement at 76th Street and Newton Avenue sometime in the next five years. The intent of locating the plaza near Morgan Avenue is to protect it from the impacts of a potential intersection redesign at Newton Avenue. In order to encourage ridership to mitigate the parking variance as much as possible, staff recommends that the shelter be heated.

MICC has provided a parking count at their current location that demonstrates the low driving rates of their student population. While the study does show a need for more than 38 stalls, particularly on Tuesday and Wednesday mornings, staff has included a condition regarding demand management, which MICC has agreed to, and therefore, staff supports the requested variance.

Traffic
Due to the unique nature of the use, staff requested a memo from a Traffic Engineer that details traffic impact assumptions for the site. The analysis estimates an increase in trip generation (over the existing single-family homes) by approximately 10 peak hour trips or less, and fewer than 100 additional daily trips. In other words, the resultant impact on area roadway capacity is expected to be negligible. This is primarily because the proposed MICC development is already operating within the immediate area.

Future Housing Site

- The requested variances apply only to the school; no housing is proposed at this time. Concept plans have been included to show that the second lot is appropriately sized and shaped to support housing that meets the zoning code. The two phases would share access, parking, and storm water.
- The "Medium Density Residential" guiding calls for a density range from 8 to 35

dwelling units per acre. Four walk-up type units on 0.26 acres provide 15 units per acre.

Discretion

The City's discretion in approving or denying both a CUP and a Preliminary Plat is limited to whether the proposed request meets the standards outlined in the City Code. If it meets these standards, the City must approve the CUP or Plat. However, the Council may attach reasonable conditions to a CUP in order to implement the intent of the City Code or protect adjacent properties.

Because the subject properties are guided "Medium Density Residential," the City has a relatively low level of discretion in approving or denying the rezoning. The proposed zoning for a property must be consistent with the City's Comprehensive Plan. Since the existing zoning district is not consistent with the Comprehensive Plan, the City should approve the request. The Zoning Ordinance and Map are the enforcement tools used to implement the goals and standards set in the Comprehensive Plan.

CRITICAL TIMING ISSUES

- The 60-day clock started when the application was completed on October 23, 2025. The statutory 60-day review would've ended on December 22, prior to the scheduled City Council meeting dates. Therefore, the City exercised its authority to extend the review period to 120 days, which will end on February 20, 2026.
- A second reading of the rezoning is scheduled for January 27th, alongside consideration of other land use applications.
- MICC is requesting a two-year approval in order to provide sufficient time for fund-raising prior to applying for a building permit.

FINANCIAL IMPACT

The required land use application fees have been paid.

LEGAL CONSIDERATIONS

- Notice of the public hearing was published in the Sun Current newspaper on November 27, 2025, and was mailed to properties within 500 feet of the subject site.
- The Planning Commission voted unanimously to recommend approval of the rezoning.
- Second reading is currently scheduled for January 27th.

ALTERNATIVE RECOMMENDATION(S)

- Recommend approval of the request with additional and/or modified stipulations.
- Recommend denial of the request with a finding that the proposal does not meet City requirements.

ATTACHMENTS

1. 011326 - MICC - DRAFT Rezoning Ord
2. 011326 - MICC - Draft Plat Reso (1)
3. 011326 - MICC - Draft CUP & Var Reso
4. MICC ARC Letter, 11-21-25
5. MICC - Zoning & Location Map
6. MICC Project Narrative 10-13-25
7. 20251118_MICC Land Use Package Rev1
8. MICC Parking Study Count
9. Final_MICC_TrafficMemo
10. 120825 - MICC - Required Findings
11. Glennen-Miller Comments 12-9-25
12. Krzyzaniak Comments 12-10-25

ORDINANCE NO. _____

**AN ORDINANCE RELATING TO ZONING;
AMENDING APPENDIX I OF THE RICHFIELD CITY CODE
BY REZONING 2000, 2006 & 2018 - 76th STREET WEST
AND 7532 MORGAN AVENUE SOUTH
FROM LOW DENSITY RESIDENTIAL (R)
TO MULTIFAMILY RESIDENTIAL (MR-2)**

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Section 13, Appendix I of the Richfield Zoning Code (Multiple Family Residential – R) is hereby amended to add a new Paragraph 56 as follows:

(56) M-15 (North side of 76th Street between Morgan Avenue and Newton Avenue, to be platted as Lot 1 and Lot 2, MICC Bulldog)

Parcel 1: The Southerly 240 feet of the West 90 feet of the East 321.1 feet of the West 983.1 feet of South 1/4 of Northwest 1/4 of the Southwest 1/4 of Section 33, Township 28, Range 24, according to the U.S. Government Survey thereof, Hennepin County, Minnesota.

Parcel 2: The South 240 feet of the East 100.1 feet of the West 852.1 feet of the South 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 28 North, Range 24 West of the 4th Principal Meridian, according to the U.S. Government Survey thereof, Hennepin County, Minnesota.

Parcel 3: The South 188.1 feet of the following described tract: That part of the South 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 28, North, Range 24, West of the 4th principal meridian described as follows: Beginning at a point on the South line thereof distant 983.1 feet East of West line thereof; thence North parallel with the West line thereof 328.1 feet to point; thence West on a line parallel with the South line thereof 131 feet to a point; thence South on a line parallel with the West line thereof 328.1 feet to a point; thence East on a straight line 131 feet to the place of beginning, Hennepin County, Minnesota.

Parcel 4: The South 70 feet of the North 140 feet of that part of the South 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 28, Range 24: Beginning on the South line of said South 1/4 of the Northwest 1/4 of the Southwest 1/4 distant 983.1 feet East of the West line thereof; thence North parallel with said West line 328.1 feet;

thence West parallel with said South line 131 feet; thence South parallel with said West line, 328.1 feet; thence East 131 feet to the point of beginning, Hennepin County, Minnesota.

Section 2. The new paragraph 56 may be administratively modified to remove the parcel descriptions upon recording of the final plat.

Section 3 This ordinance is effective in accordance with Section 3.09 of the Richfield City Charter.

Passed by the City Council of the City of Richfield, Minnesota this 27th day of January, 2026.

_____
Mary B. Supple, Mayor

ATTEST:

_____
Michelle Friedrich, City Clerk

RESOLUTION NO.

RESOLUTION APPROVING A PRELIMINARY PLAT FOR MICC BULLDOG

WHEREAS, Minnesota Independence Community and College, ("Applicant") has requested approval of a preliminary plat that combines 4 parcels generally located at 2000, 2006 & 2018 - 76th Street West and 7532 Morgan Avenue South, legally described in Exhibit A, attached; and

WHEREAS, the proposed plat is to be known as MICC BULLDOG; and

WHEREAS, a public hearing was held for the proposed plat on Monday, December 8, 2025, at which all interested persons were given the opportunity to be heard; and

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

1. The proposed plat of MICC BULLDOG satisfies the requirements of the City's subdivision ordinances.
2. Approval of the plat of MICC BULLDOG is granted subject to the following conditions:
    a. Prior to issuance of a building permit, the applicant must address, to the City Attorney's satisfaction, all items listed in the plat opinion letter, which shall be updated prior to the approval of the final plat.
    b. The Applicant must apply for final plat approval within two years of the date of this approval, unless a written request for a time extension is approved by the City Council, or the preliminary plat will expire. Evidence of proper filing must be submitted to the Community Development Department prior to issuance of a Certificate of Occupancy.
    c. Compliance with any other applicable requirements of the Richfield City Code.

Adopted by the City Council of the City of Richfield, Minnesota this 27th day of January 2026.

_____
Mary B. Supple, Mayor

ATTEST:

_____
Michelle Friedrich, City Clerk

Exhibit A
Existing Legal Description

(Per Old Republic National Title Insurance Company, Issuing Agent: All American Title Company, LLC, Commitment for Title Insurance, Commitment No. 201587 C-1, Commitment Date: August 1, 2025)

Parcel 1:

The Southerly 240 feet of the West 90 feet of the East 321.1 feet of the West 983.1 feet of South 1/4 of Northwest 1/4 of the Southwest 1/4 of Section 33, Township 28, Range 24, according to the U.S. Government Survey thereof, Hennepin County, Minnesota.

Parcel 2:

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Parcel 4:

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RESOLUTION NO.

APPROVING A CONDITIONAL USE PERMIT AND VARIANCES FOR MINNESOTA INDEPENDENCE COLLEGE AND COMMUNITY AT 2000, 2006, 2018 - 76th STREET WEST AND 7532 MORGAN AVENUE SOUTH

WHEREAS, an application has been filed by Minnesota Independence College and Community (MICC), with the City of Richfield which requests a Conditional Use Permit for a learning institution, a 15-stall parking variance, a variance to increase the maximum amount of lot covered by a building from 30% to 37%, and three setback variances, all in order to construct a two-story, approximately 28,000 square foot, learning institution on the north side of 76th Street between Morgan Avenue and Newton Avenue, property legally described in Exhibit A, attached; and

WHEREAS, the requested Conditional Use Permit meets the requirements necessary for issuing a Conditional Use Permit as specified in Richfield's Zoning Code, Subsection 547.09 and 525.07, Subd.4, as detailed in City Council Staff Report No.____; and

WHEREAS, the same Zoning Code Section 525.15, Subd.1, requires that the principal building be set back:

- a minimum of 30 feet from the front/west property line
- a minimum of 30 feet from the street side/south property line and
- a minimum of 25 feet from the rear/east property line; and

the proposed layout places the building:

- Eight feet from the front/west property line
- Six and a half feet from the street side/south property line (on the second floor) and
- Ten feet from the rear/east property line; and

WHEREAS, MICC has demonstrated that their students are a largely non-driving population, the proposed building coverage reserves land for future development, and the proposed setbacks serve to maximize the distance between the building and the properties to the north; and

WHEREAS, the requested variances meet the requirements necessary for issuing a variance, as specified in Richfield's Zoning Code Subsection 547.11, Subd.1.a, and as detailed in City Council Staff Report No _____; and

WHEREAS, notice of the public hearing was mailed to properties within 500 feet of the subject property and published in the Sun Current newspaper on November 27, 2025; and,

WHEREAS, the Planning Commission of the City of Richfield held a public hearing at its December 8, 2025 meeting and recommended approval of the requested Conditional Use Permit and variances; and

WHEREAS, the City Council has fully considered the request for Conditional Use Permit and variances;

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

1. The City Council adopts as its Findings of Fact the **WHEREAS** clauses set forth above.

2. The City Council further adopts as its Findings of Fact the findings listed in the Required Findings Statement.

3. The requested Conditional Use Permit and variances are hereby approved subject to the following conditions:

    a. That the applicant records this Resolution with the County, pursuant to Minnesota Statutes Section 462.36, Subd. 1, and the City's Zoning Code Section 547.09, Subd.8. A recorded copy of the approved resolution must be submitted to the City prior to the issuance of a building permit.

    b. The applicant (or other future operator) agrees to expand its work-from-home policy, modify class hours, enact transportation demand management policies, formalize shared parking agreements, or implement alternative mitigation techniques - as agreed to by the City - should the parking demand exceed the parking provided to the point of creating safety or operational issues in the immediate neighborhood.

    c. Separate sign permits are required for any sign greater than six square feet in size.

    d. All required parking spaces shall remain available year-round and shall not be used for snow storage.

    e. All windows on the west, south and east sides shall remain transparent, and may not be permanently covered.

    f. The property owner is responsible for the ongoing maintenance of all exterior improvements, including landscaping, in accordance with approved plans.

    g. The applicant is responsible for obtaining all required permits, and compliance with all other City, County and State regulations.

    Prior to the issuance of a building permit, the applicant shall:

    h. Update the construction plans to comply with all requirements detailed in the City's ARC letter dated November 21, 2025.
    i. Provide a SAC determination from the Met Council.

    j. Provide proof of having recorded a copy of this resolution of approval.

k. Enter into a construction and maintenance agreement with the City.

l. The applicant is responsible for obtaining all required permits, and compliance with all other City, County and State regulations.

Prior to the issuance of a Certificate of Occupancy, the applicant shall:

m. Enter into an escrow agreement for outstanding items and provide a surety equal to 125% of the value of any improvements not yet complete.

n. Provide proof of having recorded the construction and maintenance agreement.

o. The final plat shall be submitted for City review and approval, be recorded, and mylar copies provided to the City.

Prior to the release of the surety:

p. All exterior improvements shall be installed.

q. The final design for the transit-supportive plaza shall be reviewed and approved by the City, constructed according to the approved plan, and final inspection passed. The shelter shall be heated.

r. All requirements of the escrow agreement shall be met.

4. The Conditional Use Permit shall expire one year after issuance unless 1) the use for which the permit was granted has commenced; or 2) building permits have been issued and substantial work performed; or 3) upon written request of the applicant, the Council extends the expiration date for an additional period not to exceed one year. Expiration is governed by the City Zoning Code, Section 547.09, Subd. 9.

5. This Conditional Use Permit shall remain in effect for so long as conditions regulating it are observed, and the Conditional Use Permit shall expire if normal operation of the use has been discontinued for 12 or more months, as required by the City's Zoning Code, Section 547.09, Subd.10.

Adopted by the City Council of the City of Richfield, Minnesota this 27th day of January, 2026.

_____
Mary B. Supple, Mayor

ATTEST:

_____
Michelle Friedrich, City Clerk

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Existing Legal Description

(Per Old Republic National Title Insurance Company, Issuing Agent: All American Title Company, LLC, Commitment for Title Insurance, Commitment No. 201587 C-1, Commitment Date: August 1, 2025)

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November 21, 2025

Amanda Janzen, NTH
81 South 9th Street
Minneapolis MN 55402

MAYOR
MARY SUPPLE

CITY COUNCIL
WALTER BURK
SHARON CHRISTENSEN
RORI A. COLEMAN-WOODS
SEAN HAYFORD OLEARY

CITY MANAGER
KATIE RODRIGUEZ

SUBJECT: MICC - Rezoning (to MR-2), CUP (for a learning institution), a Preliminary Plat, and 5 Variances: three setback reductions, lot coverage, and parking.

CASE NO: Z25-000008

The subject application is scheduled for a public hearing at the *December 8th Planning Commission* meeting. From there, it will be forwarded to the *January 13th City Council* for first reading and *January 27th City Council* for second reading and final decision. All meetings start at 7:00 pm in the Council Chambers at Richfield City Hall. You or a representative must be present to answer any questions that staff is unable to answer. As previously discussed, below are the comments from the Administrative Review Committee (ARC) which will be attached to staff's recommendation as conditions of approval, to be satisfied prior to the issuance of a building permit:

Environmental Health Department
Dan Devers 952-563-8975

- Further information will be needed regarding the "Teaching Kitchen" before building permits are issued. Depending on its use and the program expectations, this kitchen may need to be built to commercial standards and licensed as a food establishment which would require Environmental Health Plan Review.

Engineering, Public Works, Utilities
Engineering: Joe Powers, City Engineer, Ph. 612-861-9791
Olivia Wycklendt, Engineer, Ph. 612-861-9789
Utilities: Chad Donnelly (Butch), Ph. 612-861-979
Mattias Oddsson, Stormwater Engineer, 612-861-9797

- See comments on attached plan set.
- We strongly recommend salt tolerant turf and vegetation along 76th St. Consult with City staff for approved boulevard trees.
- Clarify stormwater drainage/downspout locations from proposed canopy over North building entrance.
- If possible, we would recommend a very light swale in this area to facilitate the inevitable snow storage. Landscape plantings in this area should be chosen accordingly, subject to staff approval.
- A good rule of thumb is to provide a snow storage area that is 17% of the area being plowed. While there is plenty of space in the northeast corner of the site for

snow storage now, we have concerns for when future parking stalls on east side are built out. Please note that all stalls that are required for parking cannot be used for snow storage. Snow will need to be hauled off site if the remaining landscape area is not sufficient for snow storage.

- Please consider surmountable curb adjacent to the three northeastern most parking stalls to allow for easier snow plowing/pushing to the stormwater into the basin.

Planning/Zoning

Sam Crosby 612-861-9776

- Because of the close proximity of the building to 76th Street, the number and size of windows may not be decreased on any wall. The elevations and floor plans prevail over the renderings.
- All mechanical equipment must be screened from view per Zoning Code Section 544.05, (includes both ground and rooftop).
- Bike racks to be installed according to manufacturer's specifications. Please include the rack detail and locational/installation specifications in the plan set so that the contractor knows what they are.
- Provide a complete landscape plan. Plan must be drawn to a (correct) scale and include: requirement calculations (for amount of landscaping required, for internal parking lot landscaping required, for planting sizes based on building height), a traditional planting schedule (containing symbols, quantities, common and botanical names, size of plant materials, percent by species), details for the 'landscape planting areas' (the foundation plantings, the parking lot screening shrubs), planting details (root condition, special instructions), irrigation notes, etc. Please note that an arborvitae is not considered a tree - it is a shrub. Final plans subject to staff review and approval.
- Provide a cross access, cross parking and cross utility easement agreement for staff review and approval. To be recorded prior to the final plat.
- Provide lighting details including spec sheets for proposed fixtures, pole heights, and base details, subject to staff review and approval. Please note that any lighting near the transit plaza shall have a maximum height of 20 feet, measured from grade and poles must be set on pedestals no more than eight (8) inches in height. Also, please note that the under canopy lights must be recessed.
- Revise the photometric plan so that it does not exceed 4 foot candles in the parking lot.
- Provide retaining wall detail.
- We recommend approaching the adjacent property owner to the north (7527 Newton) about the possibility of removing their existing fence with this project. It is never ideal,

from a maintenance perspective, to have two fences running parallel and MICC is required by code to provide adequate screening.

- The fence must be a privacy style; please provide a fence detail. Also, please note that the fence along the north property line may only be 6 feet tall to either 30 feet from the west property line or the front wall of the adjacent home, then it must drop down to 4 feet in height in front of that. If the neighbor desires a 6 foot tall fence the length of the shared property line in that area, that would be permissible but must be written into the approval; please provide evidence of such. Either way, the fence along the north property line must terminate at least 3 feet from the property line.
- The data summary for EV changing spaces, which calls for 2 charging spaces and 8 "EV ready" spaces, shall prevail.
- At the time of water shut-off, provide building accesses to city staff for removal of water meters prior to demolition.

Sustainability
Rachel Lindholm, Sustainability Specialist, Ph. 612-861-9188

- We strongly encourage expanding the pollinator garden for the entire extent of the lawn portion of the east side/future project area. This will increase natural and environmental benefits, aesthetics, and reduce maintenance of the parcel.
- While allowed by code, for diversity's sake, please no maples.

Fire Department
Jenell Wood, Fire Chief, Ph. 612-861-0661

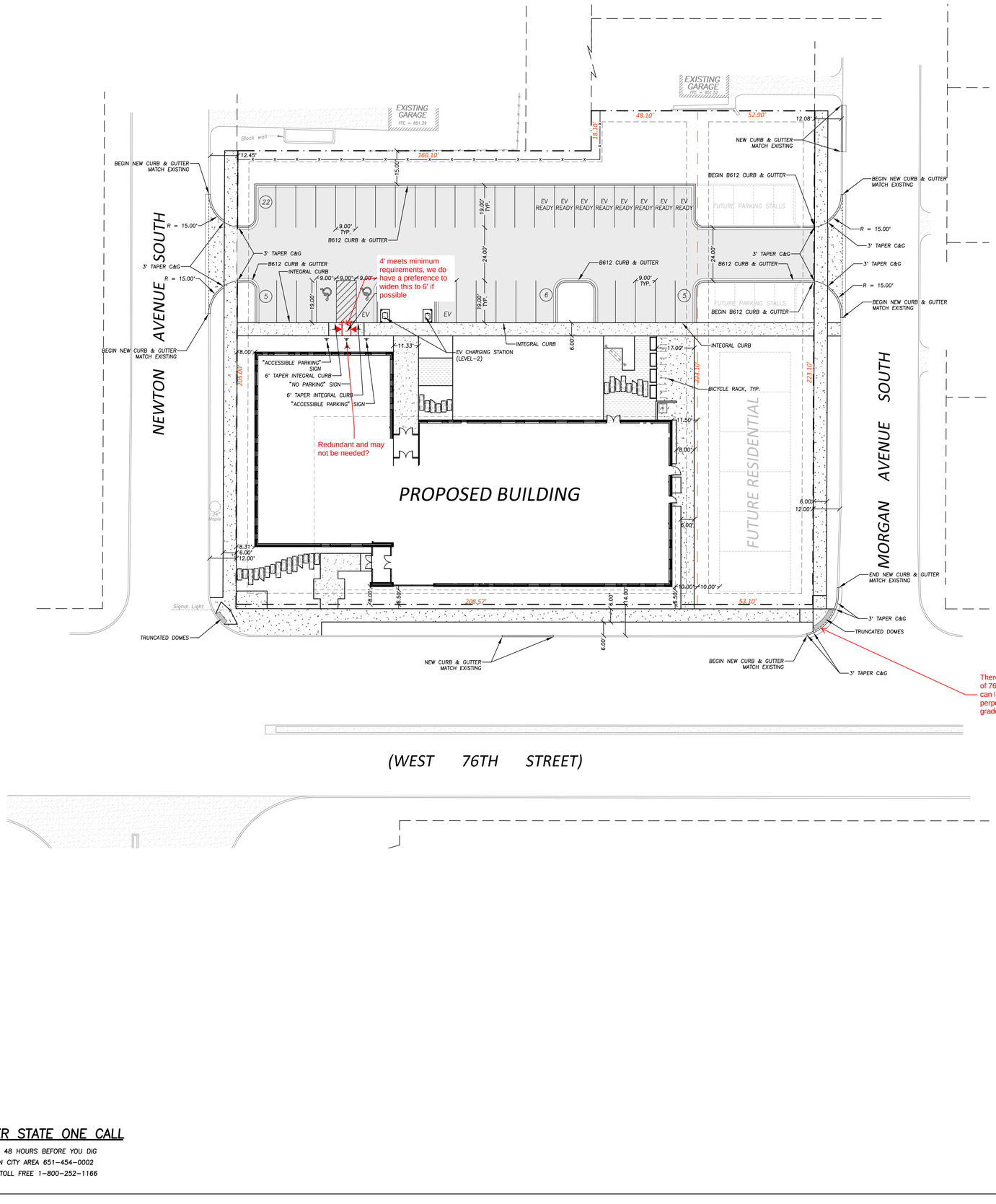
- Hydrant must be within 100 feet of the fire department connection (FDC) and looking to have access from Newton (preferred) or Morgan, versus 76th Street.
- Also, the preferred fire alarm panel or annunciator panel location is off Newton near the FDC location.
- Water services to the site should have a dedicated fire and a dedicated domestic supply from the city water main.
- See also the general fire protection requirements attached.

I will likely email you the documents related to the meetings in advance of the meetings. However, the staff report and relevant attachments will also be available online by noon on the Friday prior to the meetings. For the Planning Commission, at: https://www.richfieldmn.gov/pc and for the City Council, at: www.richfieldmn.gov/city_government/city_council/agendas_and_minutes.php

If you have any questions, I can be reached at either (612) 861-9776 or scrosby@richfieldmn.gov.

Sincerely,
Sam Crosby, City Planner

Encl: Engineering plan mark-ups & General Fire Protection Comments



4' meets minimum requirements, we do have a preference to widen this to 6' if possible

Redundant and may not be needed?

There is no crossing of 76th here, so this can likely be a perpendicular ramp (if grades work).

Minimum of 14' ROW dedication waived off Morgan Ave and Newton Ave parcel lines per City Engineer; 12' on these streets is acceptable.

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3. VERIFY CODES IN EFFECT AT THE TIME OF THE NOTICE TO PROCEED AND STAY CURRENT WITH CODE CHANGES WHICH AFFECT THE WORK UNTIL SUBSTANTIAL COMPLETION.

SITE SUMMARY

SITE AREA = 1.27 ACRES
DISTURBED AREA = 1.57 ACRES
EXISTING IMPERVIOUS AREA = 0.32 ACRES
POST CONSTRUCTION IMPERVIOUS AREA = 0.74 ACRES
FUTURE IMPERVIOUS AREA = 0.13 ACRES

MICC SITE
SITE AREA = 43,554 SQ.FT.
POST CONSTRUCTION IMPERVIOUS AREA = 30,460 SQ.FT. (69.9%)
POST CONSTRUCTION BLDG COVERAGE = 15,108 SQ.FT. (34.7%)
POST CONSTRUCTION BLDG COVERAGE INCLUDING OVERHANG = 16,113 SQ.FT. (37.0%)

FURTURE RESIDENTIAL SITE
SITE AREA = 11,712 SQ.FT.
POST CONSTRUCTION IMPERVIOUS AREA = 1,732 SQ.FT. (14.8%)
FUTURE IMPERVIOUS AREA = 5,850 SQ.FT. (49.9%)
FUTURE BUILDING AREA = 3,456 SQ.FT. (29.5%)

PARKING STALLS & BICYCLE PARKING SUMMARY

MICC STAFF = 40
MICC STUDENTS = 200

STAFF PARKING STALLS REQUIRED = 1 PER STAFF = 40 STALLS
STUDENT PARKING STALLS REQUIRED = 1 PER 8 STUDENTS = 25 STALLS
STALLS REQUIRED (NO REDUCTIONS) = 65 STALLS
HIGH FREQUENCY TRANSIT ROUTE REDUCTION (10% REDUCTION) = 65 x 0.9 = 59 STALLS REQUIRED
TRANSIT PLAZA REDUCTION (10% REDUCTION) = 59 x 0.9 = 53 STALLS REQUIRED

TOTAL PARKING STALLS REQUIRED = 53 STALLS

PARKING STALLS PROVIDED = 38 STALLS (36 STANDARD + 2 ACCESSIBLE)
FUTURE PARKING STALLS PROVIDED = 10 STALLS

BICYCLE PARKING REQUIRED = 1 PER 10 STUDENTS
BICYCLE PARKING REQUIRED = 200/10 = 20
BICYCLE PARKING PROVIDED = 20 (10 HOOPS W/2 BICYCLES PER HOOP)

EV CHARGING STATIONS REQUIRED = 5% OF PARKING STALLS PROVIDED
EV CHARGING STATIONS REQUIRED = 5% X 38 = 2 CHARGING STATIONS
EV CHARGING STATIONS PROVIDED = 2 (LEVEL-2)

EV READY SPACES REQUIRED = 20% OF PARKING STALLS PROVIDED
EV READY SPACES REQUIRED = 20% X 38 = 8 EV READY SPACES
EV READY SPACES PROVIDED = 8 (7 LEVEL-2 + 1 LEVEL-3)

LEGEND

- BOUNDARY/ROW/BLOCK LINE
- PROPOSED LOT LINE
- EASEMENT
- PROPOSED CONCRETE
- PROPOSED BITUMINOUS
- PROPOSED PERMEABLE PAVEMENT

N

0 10 20 40 60
Scale in Feet

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CERTIFICATION

NOT FOR CONSTRUCTION 10-13-2025

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.

Name
License No.
Expiration Date
Date Signed

PROJECT FOR

MICC
STUDENT CENTER

Project No.	3233.001.02
Drawn By	BQ
Checked By	NPA
Date	10/13/2025

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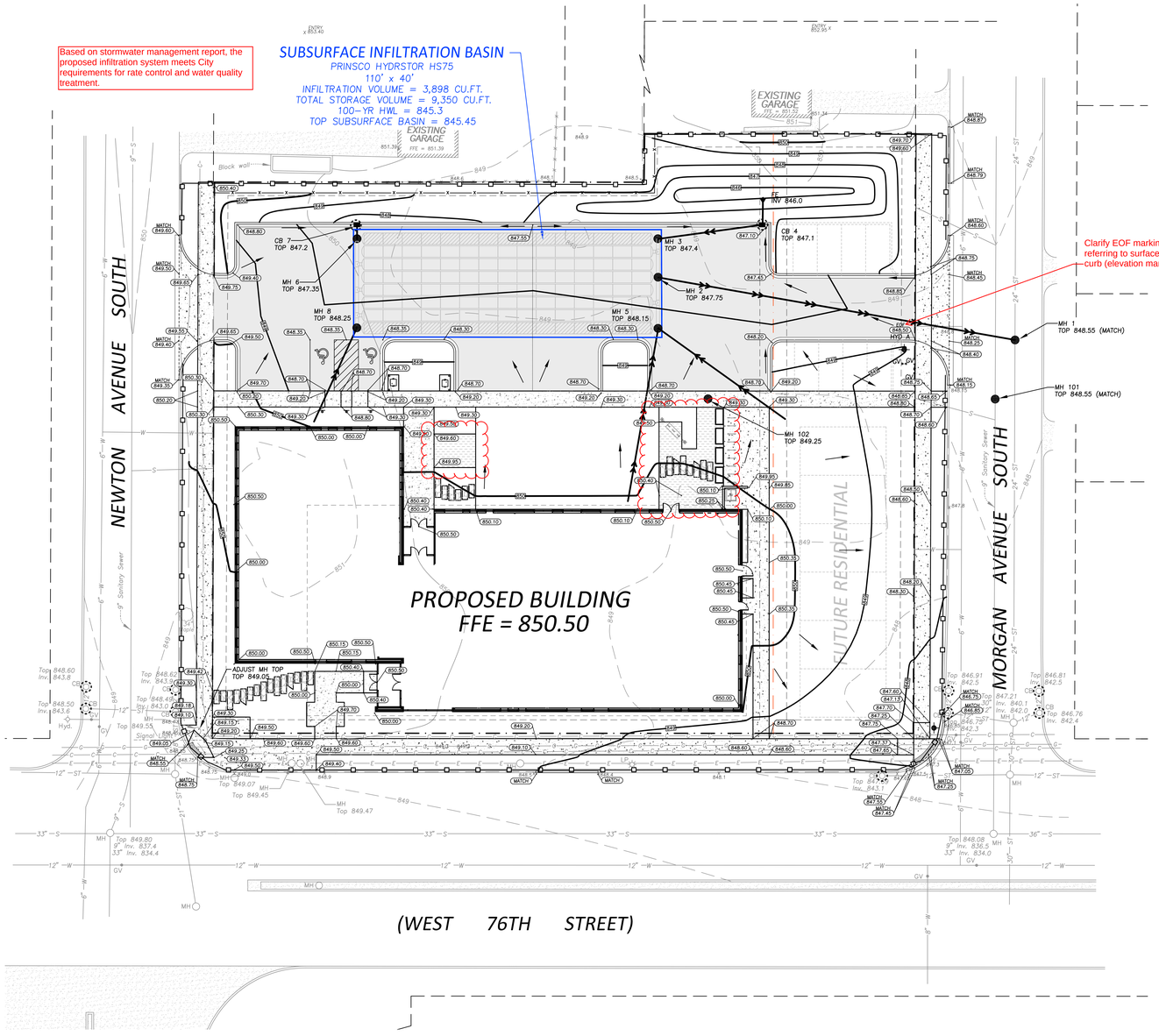
SITE DIMENSION PLAN

C200

Based on stormwater management report, the proposed infiltration system meets City requirements for rate control and water quality treatment.

SUBSURFACE INFILTRATION BASIN
PRINSCO HYDRSTOR HS75
110' x 40'
INFILTRATION VOLUME = 3,898 CU.FT.
TOTAL STORAGE VOLUME = 9,350 CU.FT.
100-YR HWL = 845.3
TOP SUBSURFACE BASIN = 845.45

Clarify EOF marking - is this referring to surface flow along the curb (elevation marking 848.5)?



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GRADING NOTES

1 – All elevations shown are to final surfaces.
2 – Contractor is responsible for obtaining a National Pollutant Discharge Elimination System (NPDES) General Storm Water Permit for Construction Activity before construction begins.

EROSION CONTROL NOTES

1 – Contractor is responsible for all notifications and inspections required by General Storm Water Permit.
2 – All erosion control measures shown shall be installed prior to grading operations and maintained until all areas disturbed have been restored.
3 – Sweep paved public streets as necessary where construction sediment has been deposited.
4 – Each area disturbed by construction shall be restored per the specifications within 14 days after the construction activity in that portion of the site has temporarily or permanently ceased.
5 – Temporary soil stockpiles must have silt fence around them and cannot be placed in surface waters, including storm water conveyances such as curb and gutter systems, or conduits and ditches.
6 – Excess concrete/water from concrete trucks shall be disposed of in portable washout concrete basin or disposed of in a contained area.

INSPECTION AND MAINTENANCE

- The site must be inspected once every seven (7) days during active construction and within 24 hours after a rainfall event greater than 0.5 inches in 24 hours.
- All inspections and maintenance conducted must be recorded in writing and records retained with the SWPPP.
- Areas of the site that have undergone final stabilization, may have the inspection of these areas reduced to once per month.
- All silt fence must be repaired, replaced, or supplemented within 24 hours when they become nonfunctional or the sediment reaches 1/3 of the height of the fence.
- Construction site vehicle exit locations must have sediment removed from off-site paved surfaces within 24 hours of discovery.

POLLUTION PREVENTION MANAGEMENT

- All solid waste must be disposed of off-site per the MPCA disposal requirements.
- All hazardous waste must be properly stored with restricted access to storage areas to prevent vandalism. Storage and disposal of hazardous waste must be in compliance with MPCA Regulations.

Site is within Nine Mile Creek Watershed District (NMCWD). Must obtain necessary approvals from NMCWD and provide copy of approvals.

Disturbed area exceeds 1 acre - must obtain coverage under MPCA State Construction Stormwater Permit and provide copy of approval.

Please show location of proposed rock construction entrance on grading, drainage, & erosion control plan.

Provide detail for proposed permeable pavement/surface in garden area North of building.Provide temporary and permanent soil stabilization methods (mats, fiber blankets, hydromulch, etc.) and location.

LEGEND

PROPOSED MANHOLE	BOUNDARY/ROW/BLOCK LINE
PROPOSED CATCH BASIN	PROPOSED LOT LINE
PROPOSED HYDRANT	EASEMENT
PROPOSED GATE VALVE	DRAINAGE ARROW
PROPOSED STORM SEWER	EXISTING WATERMAIN
PROPOSED CONCRETE	EXISTING SANITARY SEWER
PROPOSED BITUMINOUS	EXISTING STORM SEWER
PROPOSED PERMEABLE PAVEMENT	EXISTING BURIED GAS LINE
PROPOSED CONTOUR	EXISTING BURIED ELECTRIC LINE
PROPOSED ELEVATION	EXISTING BURIED COMMUNICATION LINE
SILT FENCE	EXISTING CONTOUR
INLET PROTECTION DEVICE	EXISTING ELEVATION

N

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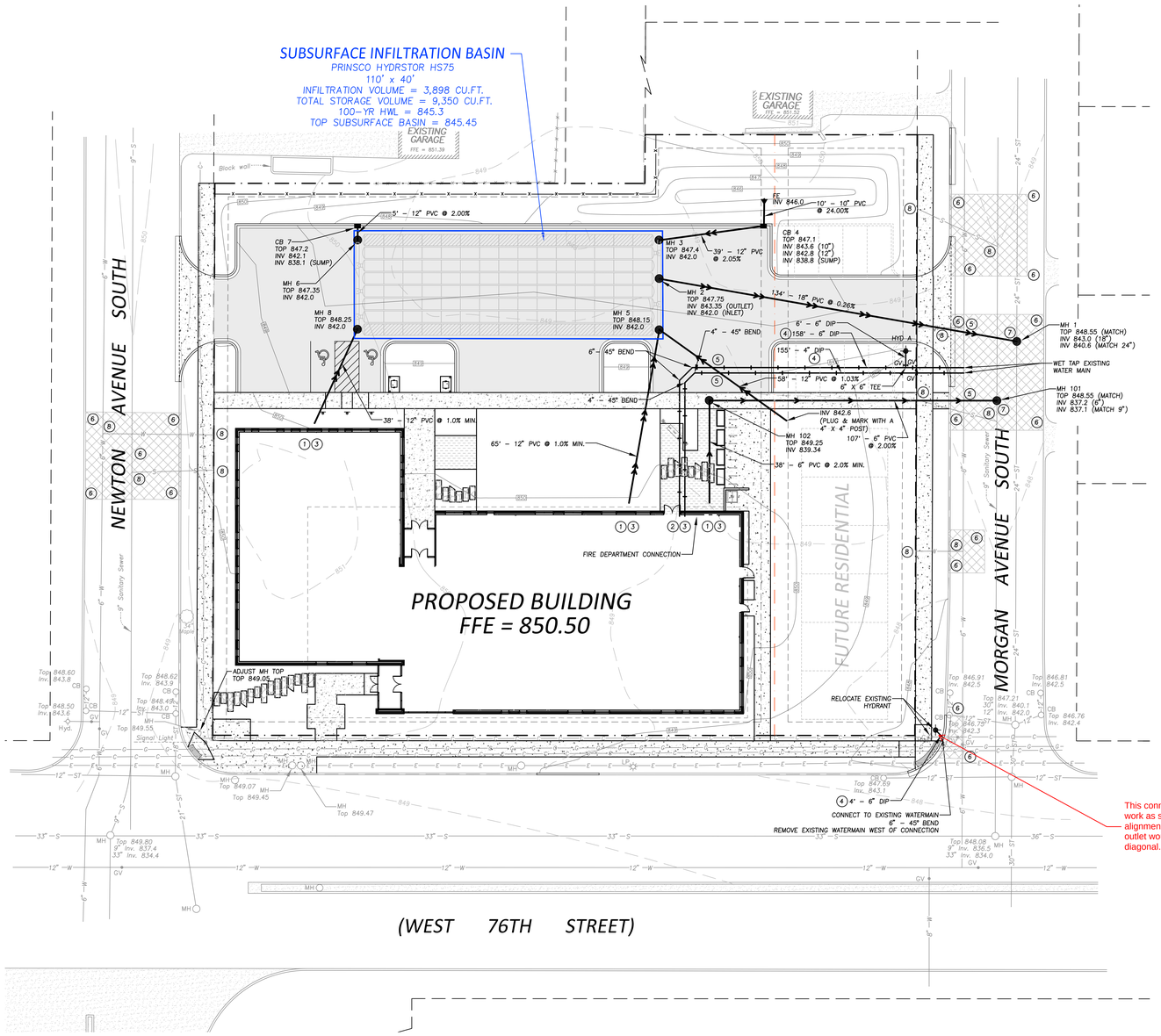
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ISSUES / REVISIONS

NO.	DATE	DESCRIPTION

GRADING, DRAINAGE & EROSION CONTROL PLAN

C300



UTILITY NOTES

1. All sewer services to extend to a point 5' from proposed building.
2. Bring water main into proposed building and cap at the floor.
3. Verify all service locations and inverts with mechanical engineer before construction.
4. All watermain to have a minimum of 7.5' of cover.
5. Maintain a minimum of 18" of vertical separation between watermain & sewer.
6. Remove & replace existing bituminous pavement and curb & gutter, match existing sections.
7. Construct proposed manhole over existing sewer.
8. Remove existing sanitary sewer and water service up to the main per City requirements.

CATCH BASIN/MANHOLE SCHEDULE

STRUCTURE NO.	BARREL SIZE	NEENAH CASTING NO.
MH 1	48"	R-1642B
MH 2	48"	R-1642B
MH 3	48"	R-1642B
CB 4	48"	R-3067V
MH 5	48"	R-1642B
MH 6	48"	R-1642B
CB 7	48"	R-3067V
MH 8	48"	R-1642B

HYDRANT SCHEDULE

HYDRANT NO.	BREAKOFF FLANGE
HYD A	849.2
RELOCATED HYD	847.7

LEGEND

- PROPOSED MANHOLE
- PROPOSED CATCH BASIN
- PROPOSED HYDRANT
- PROPOSED GATE VALVE
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN
- PROPOSED CONCRETE
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UTILITY PLAN

C400

SWPPP NOTES

1. THE NATURE OF THIS PROJECT WILL CONSIST OF CONSTRUCTING A NEW 15,000 SQUARE FOOT BUILDING, SUBSURFACE INFILTRATION BASIN, NEW BITUMINOUS PARKING LOT, PREPARING THE SITE FOR A FUTURE RESIDENTIAL BUILDING, AND OTHER ASSOCIATED SITE IMPROVEMENTS.

2. THE INTENDED SEQUENCING OF MAJOR CONSTRUCTION ACTIVITIES ARE AS FOLLOWS:
   - 2.1. INSTALL VEHICLE TRACKING BMP.
   - 2.2. INSTALL SILT FENCE & INLET PROTECTION AROUND SITE.
   - 2.3. CLEAR AND GRUB SITE.
   - 2.4. STRIP AND STOCKPILE TOPSOIL.
   - 2.5. REMOVE PAVEMENTS AND UTILITIES.
   - 2.6. ROUGH GRADE SITE.
   - 2.7. IMPORT CLEAN FILL OR EXPORT CUT FOR SITE BALANCE.
   - 2.8. INSTALL UTILITIES.
   - 2.9. INSTALL BUILDING FOUNDATIONS (AS REQUIRED).
   - 2.10. INSTALL CURB AND GUTTER (AS REQUIRED).
   - 2.11. INSTALL PAVEMENTS AND WALKS (AS REQUIRED).
   - 2.12. FINAL GRADE SITE.
   - 2.13. SEED AND MULCH.
   - 2.14. INSTALL BIO-ROLLS OR SILT FENCE AT BACK OF CURB OR PAVEMENT, AS NECESSARY THROUGH BUILDING CONSTRUCTION PROCESS.
   - 2.15. WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND THE SITE IS STABILIZED, REMOVE SILT FENCE AND RESEED ANY AREAS DISTURBED BY THE REMOVAL.
   - 2.16. ENSURE FINAL STABILIZATION MEASURE ARE COMPLETE.
   - 2.17. PROVIDE DIGITAL COPY OF ALL FIELD SWPPP DOCUMENTATION INCLUDING INSPECTION REPORTS AND SWPPP REVISIONS TO THE OWNER.
   - 2.18. SUBMIT NOTICE OF TERMINATION TO MPCA. NOTE: THE NOTICE OF TERMINATION MUST BE SUBMITTED TO MPCA BEFORE FINAL STABILIZATION IS CONSIDERED COMPLETE.

3. SITE DATA:

3.1.	SITE ADDRESS:	NORTHEAST CORNER OF MORGAN AVENUE & 76TH STREET, 1.27 ACRES
3.2.	SITE AREA:	1.27 ACRES
3.3.	AREA OF DISTURBANCE:	1.57 ACRES
3.4.	PRE-CONSTRUCTION IMPERVIOUS AREA:	0.32 ACRES
3.5.	POST-CONSTRUCTION IMPERVIOUS AREA:	0.87 ACRES
3.6.	PLANNED CONSTRUCTION START DATE:	TBD
3.7.	ESTIMATED CONSTRUCTION COMPLETION DATE:	TBD

   GENERAL SOIL TYPE: POORLY GRADED SANDS (SP), SILTY SANDS (SM), AND POORLY GRADED SANDS WITH SILT (SP-SM) PER SOIL BORINGS

4. THE LOCATION OF AREAS NOT TO BE DISTURBED MUST BE IDENTIFIED WITH FLAGS, STAKES, SIGNS, SILT FENCE, ETC. BEFORE CONSTRUCTION BEGINS.

5. NO DRAINAGE AREA TO BE MORE THAN FIVE (5) ACRES OF RUNOFF CAUSING THE NEED FOR A TEMPORARY SEDIMENT BASIN.

6. THE LOCATION OF INFILTRATION SYSTEMS SHALL BE CLEARLY MARKED ON SITE AND COMPACTION OF UNDERLYING SOILS SHALL BE AVOIDED. HEAVY EQUIPMENT, CONSTRUCTION TRAFFIC, CONSTRUCTION STAGING, AND ANY OTHER ACTIVITY RESULTING IN COMPACTION SHALL BE KEPT OUT OF THE INFILTRATION PRACTICE. HEAVY EQUIPMENT SHALL NOT BE USED TO EXCAVATE INFILTRATION SYSTEMS UNLESS WORK IS COMPLETED FROM OUTSIDE OF THE INFILTRATION PRACTICE.

7. ALL DISTURBED GROUND LEFT INACTIVE FOR SEVEN (7) OR MORE DAYS SHALL BE STABILIZED BY SEEDING OR SODDING (ONLY AVAILABLE PRIOR TO SEPTEMBER 15) OR BY MULCHING OR COVERING OR OTHER EQUIVALENT CONTROL MEASURE.

8. ON SLOPES 3:1 OR GREATER, MAINTAIN SHEET FLOW AND MINIMIZE RILLS AND/OR GULLIES. SLOPE LENGTHS SHALL BE NO GREATER THAN 75 FEET.

9. ALL STORM DRAINS AND INLETS MUST BE PROTECTED UNTIL ALL SOURCES OF POTENTIAL DISCHARGE ARE STABILIZED.

10. TEMPORARY SOIL STOCKPILES MUST HAVE EFFECTIVE SEDIMENT CONTROL AND CAN NOT BE PLACED IN SURFACE WATERS OR STORM WATER CONVEYANCE SYSTEMS. TEMPORARY STOCKPILES WITHOUT SIGNIFICANT AMOUNT OF SILT, CLAY, OR ORGANIC COMPOUNDS ARE EXEMPT EX: CLEAN AGGREGATE STOCKPILES, DEMOLITION CONCRETE STOCKPILES, SAND STOCKPILES.

11. SEDIMENT LADEN WATER MUST BE DISCHARGED TO A SEDIMENTATION BASIN WHENEVER POSSIBLE. IF NOT POSSIBLE, IT MUST BE TREATED WITH THE APPROPRIATE BMP'S.

12. SOLID WASTES MUST BE STORED, COLLECTED AND DISPOSED OF PROPERLY PER MPCA STANDARDS.

13. EXTERNAL WASHING OF CONSTRUCTION VEHICLES MUST BE LIMITED TO A DEFINED AREA OF THE SITE. RUNOFF MUST BE PROPERLY CONTAINED.

14. NO ENGINE DEGREASING IS ALLOWED ON SITE.

15. IN THE EVENT OF ENCOUNTERING A WELL OR SPRING DURING CONSTRUCTION, CONTRACTOR TO CEASE CONSTRUCTION ACTIVITY AND NOTIFY ENGINEER.

16. THE OWNER WHO SIGNS THE NPDES PERMIT APPLICATION IS A PERMITTEE AND IS RESPONSIBLE FOR COMPLIANCE WITH ALL TERMS AND CONDITIONS OF THE PERMIT. THE OPERATOR (CONTRACTOR) WHO SIGNS THE NPDES PERMIT APPLICATION IS A PERMITEE FOR PARTS 2.8-2.F, PART 5, PART 6, AND APPLICABLE CONSTRUCTION ACTIVITY REQUIREMENTS FOUND IN APPENDIX A, PART C OF THE NPDES PERMIT AND IS JOINTLY RESPONSIBLE WITH THE OWNER FOR COMPLIANCE WITH THOSE PORTIONS OF THE PERMIT.

17. DOCUMENT RETENTION: PERMITTEE(S) MUST MAKE THE SWPPP, INCLUDING ALL INSPECTION REPORTS, MAINTENANCE RECORDS, TRAINING RECORDS AND OTHER INFORMATION REQUIRED BY THIS PERMIT, AVAILABLE TO FEDERAL, STATE, AND LOCAL OFFICIALS WITHIN THREE (3) DAYS UPON REQUEST FOR THE DURATION OF THE PERMIT AND FOR THREE (3) YEARS FOLLOWING THE NOTICE OF TERMINATION.

18. SWPPP AMENDMENTS AND SUBMITTALS:
   - 18.1. CONTRACTOR MUST PREPARE AND SUBMIT TO THE ENGINEER A SWPPP AMENDMENT AS NECESSARY TO INCLUDE ADDITIONAL BEST MANAGEMENT PRACTICES (BMP'S) TO CORRECT PROBLEMS IDENTIFIED OR ADDRESS THE FOLLOWING SITUATIONS:
     - 18.1.1. UPDATE CONTRACT INFORMATION AND TRAINING DOCUMENTATION FOR CONSTRUCTION SWPPP MANAGER AND BMP INSTALLER.
     - 18.1.2. THERE IS A CHANGE IN CONSTRUCTION METHOD OF PHASING, OPERATION, MAINTENANCE, WEATHER OR SEASONAL CONDITIONS NOT ANTICIPATED DURING THE DESIGN OF THE SWPPP INCLUDING BUT NOT LIMITED TO:
       - 18.1.2.1. TYPES AND/OR LOCATION OF BMP'S
       - 18.1.2.2. MATERIAL STORAGE AND SPILL RESPONSE
       - 18.1.2.3. FUELING PLANS
       - 18.1.2.4. LOCATION FOR STOCKPILES, CONCRETE WASHOUT, AND SANITATION FACILITIES
       - 18.1.2.5. PROJECT PHASING
     - 18.1.3. IT IS DETERMINED THAT THE SWPPP IS NOT ACHIEVING OBJECTIVES OF MINIMIZING POLLUTANTS IN STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES.
     - 18.1.4. THE SWPPP IS NOT CONSISTENT WITH THE TERMS AND CONDITIONS OF THE PERMIT.
     - 18.1.5. THERE IS A CHANGE IN DESIGN, OPERATION, MAINTENANCE, WEATHER OR SEASONAL CONDITIONS THAT HAS A SIGNIFICANT EFFECT ON DISCHARGE.
   - 18.2. THE CONTRACTOR MAY IMPLEMENT SWPPP AMENDMENTS IMMEDIATELY AND IS NOT REQUIRED TO WITH FOR ENGINEER REVIEW OF THE SUBMITTAL. THE RESPONSIBILITY FOR COMPLETENESS OF SWPPP AMENDMENTS AND COMPLIANCE WITH THE PERMIT LIES WITH THE CONTRACTOR. REVIEW, COMMENT, OR LACK OF COMMENT BY THE ENGINEER ON A SWPPP AMENDMENT SHALL NOT ABSOLVE THE RESPONSIBILITIES OF THE CONTRACTOR IN ANY WAY.
   - 18.3. IF A CHANGE ORDER IS ISSUED FOR A DESIGN CHANGE THE SWPPP AMENDMENT WILL BE PREPARED BY THE ENGINEER AND INCLUDED IN THE CHANGE ORDER.
   - 18.4. IN ADDITION TO SWPPP AMENDMENTS, THE CONTRACT SHALL SUBMIT TO THE ENGINEER WEEKLY EROSION AND SEDIMENT CONTROL SCHEDULE MEETING THE REQUIREMENTS OF MNDOT 1717.
   - 18.5. THE CONTRACTOR SHALL KEEP COPIES OF ALL SWPPP AMENDMENTS, WEEKLY EROSION AND SEDIMENT CONTROL SCHEDULES, INSPECTION LOGS, AND MAINTENANCE LOGS WITH THE FILED COPY OF THE SWPPP. A PDF COP OF THESE DOCUMENTS WILL BE PROVIDED ALONG WITH A COPY OF THE FINAL FIELD COPY OF THE SWPPP TO THE ENGINEER ALONG WITH THE SIGNED NOTICE OF TERMINATION WHEN FINAL STABILIZATION IS COMPLETE.

19. INSPECTION & MAINTENANCE
   - 19.1. A TRAINED PERSON SHALL ROUTINELY INSPECT THE ENTIRE SITE AT THE TIME INTERVAL INDICATED ON THIS SHEET OF THE SWPPP DURING ACTIVE CONSTRUCTION AND WITHIN 24-HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS.
   - 19.2. ALL INSPECTIONS AND MAINTENANCE CONDUCTED DURING CONSTRUCTION MUST BE RECORDED ON THE DAY IT IS COMPLETED AND RETAINED WITH THE SWPPP. INSPECTION REPORT FORMS WILL BE PROVIDED BY THE CONTRACTOR BUT A TEMPLATE CAN BE PROVIDED BY THE ENGINEER UPON REQUEST.
   - 19.3. THE CONTRACTOR MAY REQUEST A CHANGE IN INSPECTION SCHEDULE FOR THE FOLLOWING CONDITIONS:
     - 19.3.1. INSPECTION OF AREAS WITH PERMANENT COVER TO BE REDUCED TO ONCE PER MONTH,
     - 19.3.2. INSPECTION OF AREAS THAT HAVE PERMANENT COVER AND HAVE NO CONSTRUCTION ACTIVITY FOR 12 MONTHS TO BE SUSPENDED UNTIL CONSTRUCTION RESUMES,
     - 19.3.3. INSPECTION OF AREAS WHERE CONSTRUCTION IS SUSPENDED DUE TO FROZEN GROUND CONDITIONS, INSPECTION TO BE SUSPENDED UNTIL THE EARLIER OF WITHIN 24 HOURS OF RUNOFF OCCURRING, OR UPON RESUMING CONSTRUCTION.
   - 19.4. NO CHANGE IN INSPECTION SCHEDULE SHALL OCCUR UNTIL AUTHORIZED BY THE ENGINEER
   - 19.5. INSPECTIONS MUST INCLUDE:
     - 19.5.1. ALL EROSION PREVENTION AND SEDIMENT CONTROL BMP'S AND POLLUTION MANAGEMENT MEASURES TO ENSURE INTEGRITY AND EFFECTIVENESS.
     - 19.5.2. SURFACE WATERS, INCLUDING DRAINAGE DITCHES AND CONVEYANCE SYSTEMS FOR EVIDENCE OF EROSION AND SEDIMENT DEPOSITION.
     - 19.5.3. CONSTRUCTION SITE VEHICLE EXIT LOCATIONS, STREETS AND CURB AND GUTTER SYSTEMS WITHIN AND ADJACENT TO THE PROJECT FOR SEDIMENTATION FROM EROSION OR TRACKED SEDIMENT FROM VEHICLES.
     - 19.5.4. INFILTRATION AREAS TO ENSURE THAT NO SEDIMENT FROM ONGOING CONSTRUCTION ACTIVITY IS REACHING THE INFILTRATION AREA AND THAT EQUIPMENT IS NOT BEING DRIVEN ACROSS THE INFILTRATION AREA.
   - 19.6. PERMITTEES MUST OBTAIN RAINFALL AMOUNTS BY EITHER A PROPERLY MAINTAINED RAIN GUAGE INSTALLED ONSITE, A WEATHER STATION THAT IS WITHIN ONE (1) MILE OF THE SITE LOCATION, OR A WEATHER REPORTING SYSTEM THAT PROVIDES SITE SPECIFIC RAINFALL DATA FROM RADAR SUMMARIES.
   - 19.7. ALL NON-FUNCTIONING BMP'S AND THOSE BMP'S WHERE SEDIMENT REACHES ONE-HALF (1/2) OF THE DEPTH OF THE BMP, OR IN THE CASE OF SEDIMENT BASINS ONE-HALF (1/2) OF THE STORAGE VOLUME, MUST BE REPAIRED, REPLACED, OR SUPPLEMENTED BY THE END OF THE NEXT BUSINESS DAY AFTER DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW.
   - 19.8. PERMITTEES MUST REPAIR, REPLACE OR SUPPLEMENT ALL NONFUNCTIONAL BMP'S WITH FUNCTIONAL BMP'S BY THE END OF THE NEXT BUSINESS DAY AFTER DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW.
   - 19.9. ANY SEDIMENT THAT ESCAPES THE SITE MUST BE REMOVED AND THE AREA STABILIZED WITHIN 7 CALENDAR DAYS OF DISCOVERY UNLESS PRECLUDED BY LEGAL, REGULATORY, OR PHYSICAL ACCESS IN WHICH CASE THE WORK SHALL BE COMPLETED WITHIN 7 CALENDAR DAYS OF AUTHORIZATION. PAVED SURFACES SUCH AS STREETS SHALL HAVE ANY ESCAPED OR TRACKED SEDIMENT REMOVED BY THE END OF THE DAY THAT IT IS DISCOVERED. SEDIMENT RELEASE, OTHER THAN PAVED SURFACES THAT CAN BE CLEANED UP WITH STREET SWEEPING SHALL BE REPORTED IMMEDIATELY UPON DISCOVERY TO THE ENGINEER.
   - 19.10. SILT FENCE TO BE REPAIRED, REPLACED, SUPPLEMENTED WHEN NONFUNCTIONAL, OR 1/3 FULL, WITHIN 24 HOURS.

20. CONCRETE WASHOUT AREA:
   - 20.1. CONTRACTOR TO PROVIDE PORTABLE OR PREFABRICATED CONCRETE WASH-OUT CONTAINER WITH RAIN PROTECTION.
   - 20.2. CONCRETE WASH-OUT TO BE IDENTIFIED WITH SIGNAGE STATING "CONCRETE WASHOUT AREA DO NOT OVERFILL".
   - 20.3. CONCRETE WASH-OUT WATER NEEDS TO BE PUMPED WITHIN 24 HOURS OF STANDING WATER IN WASH-OUT AREA.

21. POLLUTION PREVENTION AND OTHER BMP'S:
   - 21.1. PESTICIDES, HERBICIDES, FERTILIZERS, TREATMENT CHEMICALS, ETC. MUST BE UNDER COVER.
   - 21.2. HAZARDOUS MATERIALS (OIL, GAS, PAINT, ETC.) MUST BE PROPERLY STORED IN SEALED CONTAINERS AND MEET STATE SECONDARY CONTAINMENT REQUIREMENTS.
   - 21.3. PORTABLE TOILETS MUST BE SECURED.
   - 21.4. ADEQUATE SPILL RESPONSE KIT AND DISPOSAL PLAN ON-SITE. SPILLS MUST BE CLEANED UP IMMEDIATELY.
   - 21.5. ALL MPCA LIQUID AND SOLID WASTE (CONCRETE, STUCCO, PAINT, CURES, ETC) WASHOUT REQUIREMENTS MUST BE MET ON SITE.

22. EROSION PREVENTION PRACTICES:
   - 22.1. STORM WATER CONVEYANCE CHANNELS SHALL BE ROUTED AROUND UNSTABILIZED AREAS. EROSION CONTROLS AND VELOCITY DISSIPATION DEVICES SHALL BE USED AT OUTLETS WITHIN AND ALONG THE LENGTH OF ANY CONSTRUCTED CONVEYANCE CHANNEL.
   - 22.2. THE NORMAL WETTED PERIMETER OF ALL DITCHES OR SWALES, INCLUDING STORM WATER MANAGEMENT POND SLOPES, THAT DRAIN WATERS FROM THE SITE MUST BE STABILIZED WITHIN 200' OF ANY PROPERTY EDGE OR DISCHARGE POINT, INCLUDING STORM SEWER INLETS, WITHIN 24 HOURS OF CONNECTION.
   - 22.3. TEMPORARY OR PERMANENT DITCHES OR SWALES USED AS SEDIMENT CONTAINMENT DURING CONSTRUCTION DO NOT NEED TO BE STABILIZED DURING TEMPORARY PERIOD OF USE AND SHALL BE STABILIZED WITHIN 24 HOURS AFTER NO LONGER USED AS SEDIMENT CONTAINMENT.
   - 22.4. MULCH, HYDROMULCH, TACKIFIER, OR OTHER SIMILAR PRACTICE SHALL NOT BE USED IN ANY PORTION OF THE WETTED PERIMETER OF A TEMPORARY OR PERMANENT DRAINAGE DITCH OR SWALE SECTION WITH A CONTINUOUS SLOPE OF GREATER THAN 2 PERCENT.
   - 22.5. ENERGY DISSIPATION SHALL BE INSTALLED AT ALL TEMPORARY OR PERMANENT PIPE OUTLETS WITHIN 24 HOURS OF CONNECTION TO A SURFACE WATER OR PERMANENT STORM WATER TREATMENT SYSTEM.
   - 22.6. THE CONTRACTOR SHALL PHASE CONSTRUCTION AND USE CONSTRUCTION METHODS TO THE EXTENT PRACTICAL TO MINIMIZE EXPOSED SOILS. THE PROJECT PHASING SHALL BE DOCUMENTED IN THE WEEKLY EROSION AND SEDIMENT CONTROL SCHEDULE.

23. SEDIMENT CONTROL PRACTICES:
   - 23.1. DOWN GRADIENT BMP'S, INCLUDING PERIMETER BMP'S, MUST BE IN PLACE BEFORE UP GRADIENT LAND-DISTURBING ACTIVITIES BEGIN AND SHALL REMAIN IN PLACE UNTIL FINAL STABILIZATION.
   - 23.2. ALL BMP'S THAT HAVE BEEN ADJUSTED OR REMOVED TO ACCOMMODATE SHORT-TERM ACTIVITIES SHALL BE REINSTALLED OR REPLACED THE EARLIER OF THE END OF THE WORK DAY OR BEFORE THE NEXT PRECIPITATION EVENT, EVEN IF THE ACTIVITY IS NOT COMPLETE.
   - 23.3. INLET BMP'S MAY BE REMOVED FOR SPECIFIC SAFETY CONCERNS. THE BMP'S SHALL BE REPLACED AS SOON AS THE SAFETY CONCERN IS RESOLVED. THE REMOVAL SHALL BE DOCUMENTED IN THE SWPPP AS A SWPPP AMENDMENT.
   - 23.4. TEMPORARY STOCKPILES MUST HAVE SEDIMENT CONTROL BMP'S. THE CONTRACTOR SHALL PREPARE AND SUBMIT TO THE ENGINEER A SWPPP AMENDMENT SHOWING THE LOCATION OF TEMPORARY STOCKPILES AND THE BMP'S FOR EACH STOCKPILE. THE SWPPP AMENDMENT MUSH MEET THE MINIMUM REQUIREMENTS OF SECTION 9 OF THE PERMIT.
   - 23.5. SOIL COMPACTION SHALL BE MINIMIZED AND TOPSOIL SHALL BE PRESERVED, UNLESS INFEASIBLE OR IF CONSTRUCTION ACTIVITIES DICTATE SOIL COMPACTION OR TOPSOIL STRIPPING.
   - 23.6. THE USE OF POLYMERS, FLOCCULANTS, OR OTHER SEDIMENTATION TREATMENT CHEMICALS ARE NOT PROPOSED AS PART OF THIS SWPPP AS DESIGNED BY THE ENGINEER. IF METHODS OR PHASING OF CONSTRUCTION REQUIRE THE USE OF ANY OF THESE CHEMICALS, THE CONTRACTOR SHALL PREPARE AND SUBMIT TO THE ENGINEER A SWPPP AMENDMENT THAT MEETS THE MINIMUM REQUIREMENTS OF SECTION 09 OF THE PERMIT.

24. TEMPORARY SEDIMENTATION BASIN:
   - 24.1. A TEMPORARY SEDIMENTATION BASIN HAS NOT BEEN INCLUDED IN THIS SWPPP AS DESIGNED BY THE ENGINEER. IF A BASIN IS LATER DETERMINED TO BE DESIRABLE OR NECESSARY, THE CONTRACTOR SHALL PREPARE AND SUBMIT TO THE ENGINEER A SWPPP AMENDMENT. TEMPORARY SEDIMENTATION BASINS SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS OF SECTION 14 OF THE PERMIT AND SHALL INCLUDE A BASIN DRAINING PLAN MEEDING OR EXCEEDING THE MINIMUM REQUIREMENTS OF SECTION 10 OF THE PERMIT. WHERE THE SITE DISCHARGES TO SPECIAL AND/OR IMPAIRED WATERS, THE SWPPP AMENDMENT SHALL ALSO MEET OR EXCEED THE MINIMUM REQUIREMENTS OF SECTION 23 OF THE PERMIT.

25. DEWATERING:
   - 25.1. A DEWATERING PLAN HAS NOT BEEN INCLUDED IN THIS SWPPP AS DESIGNED BY THE ENGINEER. IF DEWATERING IS REQUIRED FOR THIS PROJECT, THE CONTRACTOR SHALL PREPARE AND SUBMIT TO THE ENGINEER A SWPPP AMENDMENT. ALL DEWATERING SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS OF SECTION 10 OF THE PERMIT.

26. FINAL STABILIZATION:
   - 26.1. FINAL STABILIZATION IS NOT COMPLETE UNTIL ALL THE FOLLOWING REQUIREMENTS HAVE BEEN MET:
     - 26.1.1. SUBSTANTIAL COMPLETION HAS BEEN REACHED AND NO GROUND DISTURBING ACTIVITIES ARE ANTICIPATED.
     - 26.1.2. PERMANENT COVER HAS BEEN INSTALLED WITH AN ESTABLISHED MINIMUM UNIFORM PERENNIAL VEGETATION DENSITY OF 70 PERCENT OF ITS EXPECTED FINAL GROWTH. VEGETATION IS NOT REQUIRED IN AREAS WHERE NO VEGETATION IS PROPOSED BY THIS PROJECT SUCH AS IMPERVIOUS SURFACES OR THE BASE OF A SAND FILTER.
     - 26.1.3. ACCUMULATED SEDIMENT HAS BEEN REMOVED FROM ALL PERMANENT STORM WATER TREATMENT SYSTEMS AS NECESSARY TO ENSURE THE SYSTEM IS OPERATING AS DESIGNED.
     - 26.1.4. ALL SEDIMENT HAS BEEN REMOVED FROM CONVEYANCE SYSTEMS.
     - 26.1.5. ALL TEMPORARY SYNTHETIC EROSION PREVENTION AND SEDIMENT CONTROL BMP'S HAVE BEEN REMOVED. BMP'S DESIGNATED ON THE SWPPP TO REMAIN TO DECOMPOSE ON-SITE MAY REMAIN.
     - 26.1.6. FOR RESIDENTIAL CONSTRUCTION ONLY, PERMIT COVERAGE TERMINATES ON INDIVIDUAL LOTS IF THE STRUCTURES ARE FINISHED AND TEMPORARY EROSION PREVENTION AND DOWNGRADIENT PERIMETER CONTROL IS COMPLETE, THE RESIDENCE SELLS TO THE HOMEOWNER, AND THE PERMITTEE DISTRIBUTES THE MPCA'S "HOMEOWNER FACT SHEET" TO THE HOMEOWNER.
     - 26.1.7. FOR AGRICULTURAL LAND ONLY (E.G., PIPELINES ACROSS CROPLAND), THE DISTURBED LAND MUST BE RETURNED TO ITS PRE-CONSTRUCTION AGRICULTURAL USE PRIOR TO SUBMITTING THE NOTICE OF TERMINATION.

27. TERMINATION OF COVERAGE:
   - 27.1. PERMITTEE(S) WISHING TO TERMINATE COVERAGE MUST SUBMIT A NOTICE OF TERMINATION TO THE MPCA. ALL PERMITTEE(S) MUST SUBMIT A NOTICE OF TERMINATION WITHIN 30 DAYS AFTER ONE OR MORE OF THE FOLLOWING CONDITIONS HAVE BEEN MET:
     - 27.1.1. FINAL STABILIZATION, PER SECTION 9 OF THE PERMIT HAS BEEN ACHIEVED ON ALL PORTIONS OF THE SITE FOR WHICH THE PERMITTEE IS RESPONSIBLE.
     - 27.1.2. TRANSFER OF OWNERSHIP AS DESCRIBED IN THE PERMIT.

RESPONSIBLE PARTIES

THE CONTRACTOR AND OWNER WILL BE JOINT APPLICANTS UNDER THE MPCA'S GENERAL STORMWATER PERMIT FOR CONSTRUCTION ACTIVITY AS REQUIRED BY THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PHASE II PROGRAM.

THE CONTRACTOR SHALL PROVIDE ONE OR MORE TRAINED CONSTRUCTION SWPPP MANAGER(S) KNOWLEGEABLE AND EXPERIENCED IN THE APPLICATION OF EROSION PREVENTION AND SEDIMENT CONTROL BMP'S THAT WILL OVERSEE THE IMPLEMENTATION OF THE SWPPP, AND THE INSTALLATION, INSPECTION AND MAINTENANCE OF THE EROSION PREVENTION AND SEDIMENT CONTROL BMP'S.

A CONSTRUCTION SWPPP MANAGER MUST BE AVAILABLE FOR AN ON-SITE INSPECTION WITHIN 72 HOURS UPON REQUEST BY THE MPCA.

THE SWPPP DESIGNER, CONSTRUCTION SWPPP MANAGER, AND BMP INSTALLER MUST HAVE APPROPRIATE TRAINING. DOCUMENTATION SHOWING TRAINING COMMENSURATE WITH THE JOB DUTIES AND RESPONSIBILITIES IS REQUIRED TO BE INCLUDED IN THE SWPPP PRIOR TO ANY WORK BEGINNING ON THE SITE. TRAINING DOCUMENTATION FOR THE SWPPP DESIGNER IS INCLUDED BELOW. THE CONTRACTOR SHALL ATTACH TRAINING DOCUMENTATION TO THIS SWPPP FOR THE CONSTRUCTION SWPPP MANAGER AND BMP INSTALLER PRIOR TO THE START OF CONSTRUCTION. THIS INFORMATION SHALL BE KEPT UP TO DATE UNTIL THE PROJECT NOTICE OF TERMINATION IS FILED.

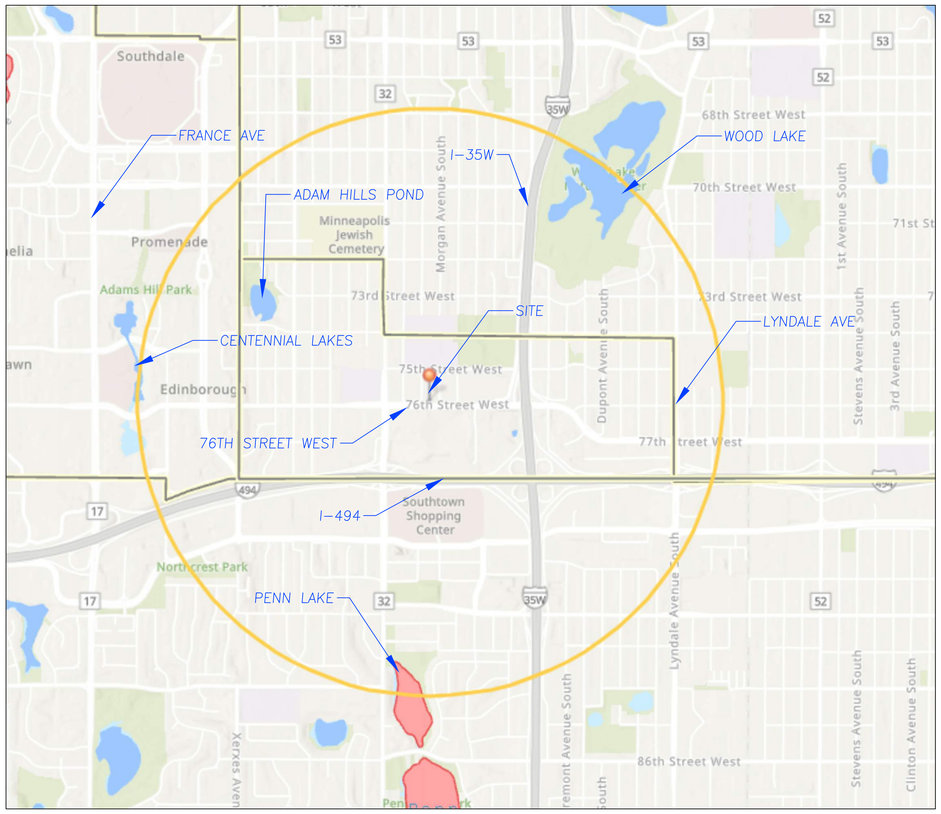
OWNER:
BY: XXXXXXXXXXXX
NAME: XXXXXXXXXXXX
TITLE: XXXXXXXXXXXX
PHONE: XXXXXXXXXXXX
EMAIL: XXXXXXXXXXXX

SWPPP DESIGNER:
BY: REHDER & ASSOCAITES, INC.
NAME: NICHOLAS ADAM, P.E.
TITLE: PROJECT ENGINEER
PHONE: 651-337-6729
EMAIL: NADAM@REHDER.COM

UNIVERSITY OF MINNESOTA
Nick Adam
Design of Construction SWPPP (May 31 2028)

CONTRACTOR:
BY: TBD
NAME: TBD
TITLE: TBD
PHONE: TBD
EMAIL: TBD

SURFACE WATERS WITHIN 1-MILE OF SITE



RECEIVING WATERS

NAME OF WATER BODY	TYPE OF WATER BODY	SPECIAL WATER	IMPAIRED WATER
PENN LAKE	LAKE	NO	NO
WOOD LAKE	LAKE	NO	YES

MPCA COVERAGE LETTER (PROVIDED AT A LATER DATE)

Wood Lake is not an impaired water, Penn Lake is. Additionally, all drainage from this site is directed to Penn Lake.

PERMANENT STORMWATER MANAGEMENT SYSTEM

X	INFILTRATION/FILTRATION
	WET SEDIMENTATION BASIN
	REGIONAL PONDING
	X
	PERMANENT STORMWATER MANAGEMENT NOT REQUIRED

ESTIMATED BMP QUANTITIES

DESCRIPTION	QUANTITY	UNIT
ROCK CONSTRUCTION ENTRANCE (1" - 2" WASHED ROCK)	50	TONS
SILT FENCE	975	L.F.
INLET PROTECTION (PRE-CASTING)	2	EACH
INLET PROTECTION (POST-CASTING)	11	EACH
X		

Provide est. quantities for soil stabilization BMPs (see note on C300)

SITE STABILIZATION COMPLETION:
STABILIZATION OF EXPOSED SOILS SHALL BEGIN IMMEDIATELY AND SHALL BE COMPLETED AFTER THE CONSTRUCTION ACTIVITY HAS TEMPORARILY OR PERMANENTLY CEASED NO LATER THAN: 7 DAYS

SITE INSPECTION INTERVAL:
A TRAINED PERSON SHALL ROUTINELY INSPECT THE ENTIRE CONSTRUCTION SITE DURING ACTIVE CONSTRUCTION AT AN INTERVAL OF NO MORE THAN: 7 DAYS

RSP

RSP Architects
1220 Marshall St NE
Minneapolis, MN
55413-1036
612.677.7100
rsparch.com

CONSULTANTS

REHDER & ASSOCIATES, INC.
Civil Engineers & Land Surveyors
3440 Federal Drive, Suite 110
Eagan, MN 55122
Telephone: 651-452-5051
www.rehder.com
Project No.: 221-0591.343

CERTIFICATION

NOT FOR CONSTRUCTION 10-13-2025

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.

Name
License No.
Expiration Date
Date Signed

PROJECT FOR
MICC
STUDENT CENTER

Project No.	3233.001.02
Drawn By	BQ
Checked By	NPA
Date	10/13/2025

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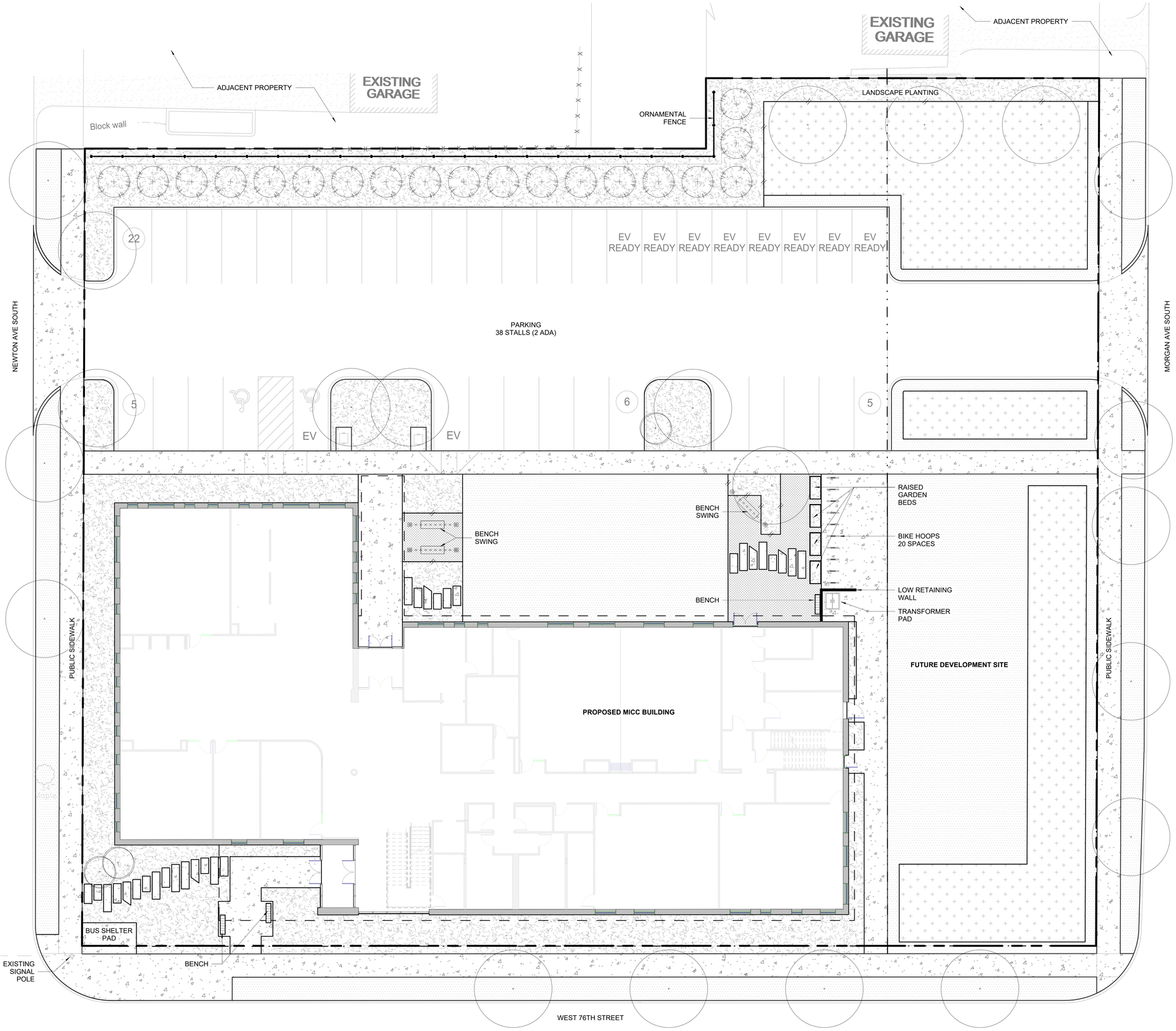
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ISSUES / REVISIONS

NO.	DATE	DESCRIPTION

SWPPP

C600



1 SITE PLAN
1" = 10'-0"

GENERAL NOTES

- CONTRACTOR SHALL ASSURE COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS GOVERNING THE WORK AND/OR MATERIALS SUPPLIED.
- CONTRACTOR MUST COORDINATE ALL PHASES OF CONSTRUCTION WORK INCLUDING ITEMS DONE BY OTHERS THAT MAY IMPACT CONSTRUCTION INCLUDED IN CONTRACT.
- CONTRACTOR SHALL INSPECT THE SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS RELATING TO THE NATURE AND SCOPE OF WORK.
- ALL EXISTING CONDITIONS SHOWN IN THE LANDSCAPE DRAWINGS ARE BASED ON INFORMATION SUPPLIED TO LANDSCAPE ARCHITECT BY OTHERS. TLALLI COLLABORATIVE, LLC OFFERS NO GUARANTEE, EITHER EXPRESSED OR IMPLIED, FOR THE ACCURACY OR RELIABILITY OF THE INDICATED EXISTING CONDITIONS.
- CONTRACTOR SHALL FIELD VERIFY ALL CRITICAL EXISTING CONDITIONS INCLUDING, BUT NOT LIMITED TO, EXISTING BUILDING LOCATIONS, UTILITY LOCATIONS AND INVERT ELEVATIONS, AND EXISTING SITE GRADES PRIOR TO THE START OF WORK.
- CONTRACTOR SHALL VERIFY ALIGNMENT AND LOCATION OF UNDERGROUND AND ABOVE GRADE UTILITIES AND PROVIDE THE NECESSARY PROTECTION FOR SAME BEFORE CONSTRUCTION / MATERIAL INSTALLATION BEGINS
- CONTRACTOR SHALL VERIFY PLAN LAYOUT AND DIMENSIONS SHOWN IN THE PLANS AND BRING TO THE ATTENTION OF THE LANDSCAPE ARCHITECT DISCREPANCIES WHICH MAY COMPROMISE THE DESIGN AND/OR INTENT OF THE PROJECT'S LAYOUT. ANY OBSERVED DEVIATIONS FROM CONDITIONS INDICATED IN THE DRAWINGS SHALL BE BROUGHT TO THE ARCHITECT OR LANDSCAPE ARCHITECTS ATTENTION IMMEDIATELY UPON DISCOVERY. NO WORK SHALL PROCEED IN THE AREAS OF ANY DISCOVERED DEVIATIONS UNTIL THE DIFFERENCES ARE RESOLVED.
- CONTRACTOR TO CONTAIN OPERATIONS WITHIN LIMITS OF WORK AT ALL TIMES. WORK OUTSIDE OF THESE LIMITS WILL BE DONE AT CONTRACTOR'S EXPENSE UNLESS DIRECTED BY THE PROJECT MANAGER OR OWNER IN WRITING. LIMITS OF WORK SHOWN ON PLAN(S) MAY BE ADJUSTED IN FIELD BY THE PROJECT MANAGER IF DEEMED NECESSARY.
- CONTRACTOR MUST DAILY MONITOR FOR PUBLIC SAFETY AND STAY WITHIN LIMITS OF WORK, KEEP AREA CLEAN OF DEBRIS AND ANY OTHER CONSIDERATIONS AS DIRECTED BY THE PROJECT MANAGER.
- ANY DISTURBANCE CREATED BY CONSTRUCTION STAGING MUST BE REMOVED AND RESTORED TO ORIGINAL CONDITIONS.
- REFER TO CIVIL FOR DRAINAGE, EROSION AND SEDIMENTATION CONTROL MEASURES AND REQUIREMENTS.
- REFER TO CIVIL DRAWINGS FOR SPOT ELEVATIONS AND SLOPES INDICATING FINISH GRADES, UNLESS NOTED ON LANDSCAPE DRAWINGS.
- ELEVATIONS TO BE FIELD-VERIFIED. ADJUST AS NEEDED TO MATCH FINISH GRADES AND DRAINAGE SLOPES.
- ALIGNMENT AND GRADES OF PROPOSED WALKS, TRAILS AND/OR ROADWAYS ARE SUBJECT TO FIELD ADJUSTMENT REQUIRED TO CONFORM TO LOCALIZED TOPOGRAPHIC CONDITIONS AND TO MINIMIZE TREE REMOVAL AND GRADING. CHANGES IN THE ALIGNMENT AND GRADES MUST BE APPROVED BY THE LANDSCAPE ARCHITECT.
- CONTRACTOR TO COORDINATE ALL DRAINAGE, SLEEVING AND CONDUIT PLACEMENT OF ALL TRADES ON PROJECT.
- CONTRACTOR SHALL PROTECT EXISTING ROADS, CURBS/GUTTERS, TRAILS, TREES, LAWNS AND SITE ELEMENTS DURING CONSTRUCTION OPERATIONS. DAMAGE TO SAME SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE OWNER.
- SEE LIGHTING PLANS FOR SPECIFIC LIGHTING LAYOUT AND OTHER ELECTRICAL COMPONENTS.
- CONTRACTOR TO SUBMIT SHOP DRAWINGS AS STATED IN THE SPECIFICATIONS FOR ALL ELEMENTS AS SHOWN IN THE DRAWINGS AND GET APPROVAL FROM THE LANDSCAPE ARCHITECT PRIOR TO CONDUCTING ANY WORK.
- SIDEWALK AND STEPS/STAIR LOCATIONS TO BE STAKED BY CONTRACTOR FOR REVIEW BY PROJECT MANAGER AND/OR LANDSCAPE ARCHITECT.
- CONTRACTOR TO SCORE CAST IN PLACE CONCRETE PAVING AS SHOWN IN PLANS. ANY CHANGES TO THE SCORING LAYOUT MUST BE APPROVED BY LANDSCAPE ARCHITECT AND/OR PROJECT MANAGER.

MATERIAL LEGEND

- CONCRETE
- PERMEABLE SURFACE
- LAWN - 8,531 SF
- POLLINATOR PLANTING - 6,131 SF
- SHRUB AND PERENNIAL BED - 13,117 SF
- ORNAMENTAL FENCE - 176 FEET
- STEEL EDGING
- SHADE TREE - QTY. 21
- ORNAMENTAL TREE - QTY. 3
- CONIFEROUS TREE - QTY. 19

RSP Architects
1220 Marshall St NE
Minneapolis, MN
55413-1036
612.677.7100
rsparch.com

CONSULTANTS

TLÂL-LI collaborative

CERTIFICATION

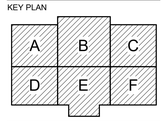
NOT FOR CONSTRUCTION 10-13-2025

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the state of Minnesota.

Name
License No.
Expiration Date
Date Signed

PROJECT FOR

KEY PLAN



Project No.	
Drawn By	AHS
Checked By	BC
Date	10/06/25

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ISSUES / REVISIONS

NO.	DATE	DESCRIPTION

OVERALL SITE MATERIAL PLAN

L100

RSP

TLÂL-LI collaborative

LANDSCAPE PLAN

10.13.2025

ADJACENT PROPERTY

EXISTING GARAGE

ADJACENT PROPERTY

Block wall

ORNAMENTAL FENCE

LANDSCAPE PLANTING

LANDSCAPE BUFFER

EV READY EV READY EV READY EV READY EV READY EV READY EV READY EV READY

22

PARKING
38 (2 ADA)

43 TREES ADDED,
MIX OF DECIDUOUS & EVERGREEN
30 ON THE PROPERTY / 13 IN R.O.W.

POLLINATOR GARDEN

INTERIOR PARKING LOT ISLANDS
(5% OF PARKING LOT AREA)

NEWTON AVE S

MORGAN AVE S

6

EV

EV

5

5

EV CHARGING

LANDSCAPE PLANTING

PERMEABLE SURFACE

SWINGS

LAWN

SWING

RAISED GARDEN BEDS

BIKE HOOPS 20 SPACES

ENTRY PATH

PERMEABLE SURFACE

PATIO

TRANSFORMER PAD

PUBLIC SIDEWALK

LOBBY ENTRY

PROPOSED MICC BUILDING

FUTURE DEVELOPMENT SITE

LAWN

PUBLIC SIDEWALK

EXISTING MAPLE

LOBBY ENTRY

ENTRY PLAZA

BUS SHELTER

LANDSCAPE PLANTING

POLLINATOR GARDEN

EXISTING SIGNAL POLE

Strongly recommend salt tolerant turf and vegetation along 76th St. Consult with City staff for approved boulevard trees.

WEST 76TH ST

CREATION OF TREE BLVD. FROM EXISTING SIDEWALK ZONE

0 5' 10' 20'

N

General Fire Protection Requirements – Richfield Fire Department

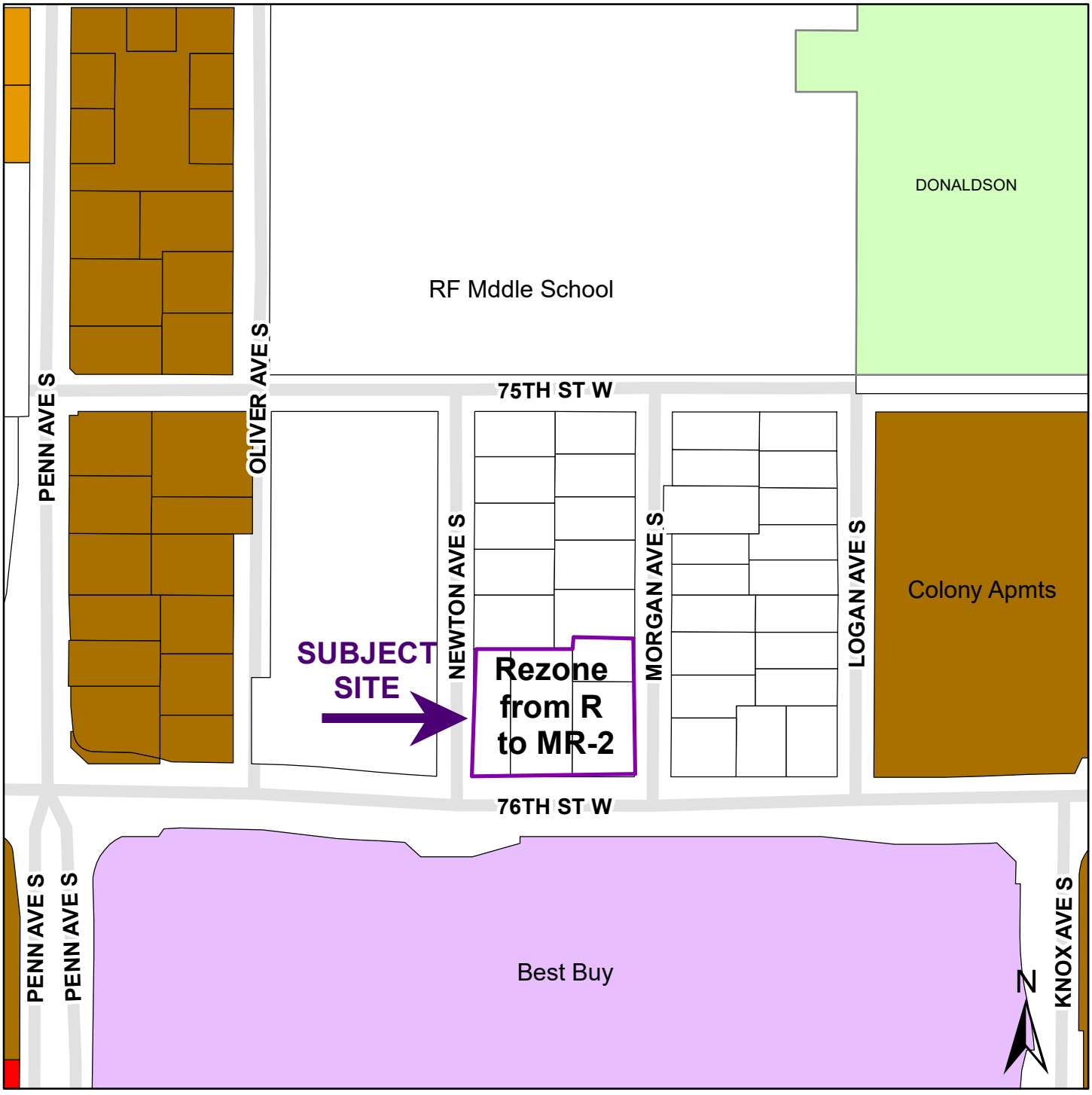
Please keep in mind that this is a generic listing of requirements and not necessarily all will apply to your specific installation. Also note that additional requirements may apply in your situation depending upon the size and scope of your project. It is the responsibility of the property owner to make sure that their architect, designer and subcontractors are familiar with all applicable requirements of the 2020 Minnesota State Fire Code (MSFC) and applicable National Fire Protection Association (NFPA) standards.

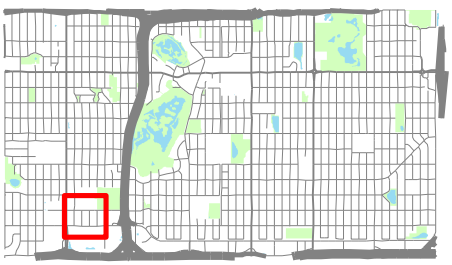
- Complete NFPA 13 compliant sprinkler system along with NFPA 72 alarm system. Actual requirements will vary depending upon decisions made by the architect and the hazard class being protected. An alarm annunciator panel shall be placed near the main entrance to facilitate fire department response. Richfield has adopted Chapter 1306 of the MSFC.
- The location of the system panel shall be in an approved location.
- A permanent map is to be located at the FAAP and the sprinkler control room. The map shall show the sprinkler zones and where the control valve is located for that zone.
- A service maintenance agreement is required for the sprinkler system. Provide a copy of this agreement at the time of the final inspection.
- A 6" water main (minimum) to supply the sprinkler system. Actual size will be determined by the sprinkler system requirements. A fire pump may be needed based on system hydraulic requirements.
- Hydrostatic tests are required when 20 or more new heads are installed.
- Monitoring of systems is required by an approved monitoring company in buildings with 20 or more sprinkler heads and in existing buildings with 100 or more sprinkler heads.
- A fire hydrant shall be within 100' of a suitable apparatus placement location to be utilized for feeding the sprinkler system through the FDC (Fire Department Connection). The FDC *should not* be more than 50' from said apparatus location, preferred at location of front entry/fire alarm panel.
- The entrance drive shall be a minimum of 20' in width. See MSFC Appendix D, Fire Apparatus Access Roads for width requirements along with signage/parking restrictions. If a fire road is not possible, designated emergency vehicle parking is required.
- All RFD vehicles shall be able to effectively maneuver through all parking lots and access roads. The largest current turning radius of RFD apparatus is 35', it is expected that the turning radius for fire apparatus access shall be greater than this.
- Richfield has adopted Appendix O of the 2020 MSFC which relates to fires and barbecues on balconies or patios of multi-family residential structures.
- A Knox brand security access device with building keys shall be placed in a location approved by the Richfield Fire Department. Knox brand locking FDC caps are also required. They may be ordered online at www.knoxbox.com
- Please contact Assistant Chief Jenell Brooks if you have questions 612-243-4501 or jbrooks@richfieldmn.gov.
- **Inspection requests shall be made at least 3-5 days in advance via email to rgraack@richfieldmn.gov and jskule@richfieldmn.gov or by phone 612-861-9860.**

2000, 2006, & 2018 W 76th Street; 7532 Morgan Ave S

MICC Location and Zoning Map

Case #:Z25-8





Legend

- R Low Density Residential
- MR-3 High-Density Multi-Family
- C-2 General Commercial
- PC-2 Planned General Commercial
- Parks
- MR-2 Multi-Family

0 115 230 460 ft

PROPOSED

I:\GIS\Community Development\Case Maps\2025\MICC - Rezoning - 2000 W 76th St.mxd

MICC Learning Center Project Narrative

October 13, 2025

Introduction

Minnesota Independence College and Community (MICC) seeks land use approvals to build a facility for serving autistic and neurodivergent adults. MICC is unique nationally, offering a specialized vocational and life skills training program to foster independence within a supportive community. The City of Richfield has been an integral part of that community.

MICC's Mission and Impact

At MICC, we know the best way to teach life skills is through firsthand experience in a supportive and vibrant community. Our person-centered curriculum allows autistic and neurodivergent adults to define their own paths to success. Our location in Richfield provides numerous community engagement and employment opportunities, essential for our students' growth.

Need for Expansion

The demand for our programs has outgrown our current facilities. With a 138% increase in autism diagnoses in Minnesota from 2009 to 2020, the need for postsecondary education and employment support for autistic individuals is critical. The existing rented spaces in Richfield (at Colony Apartments and Woodlake Church) are inadequate and not designed for the experiential learning essential for our students. These disjointed, outdated and inaccessible spaces hinder program collaboration and resource sharing. Currently, MICC serves approximately 50 students each year in their College Program.

In addition to the anticipated growth in the educational program, the building will serve over 100 autistic and neurodivergent adults (all MICC graduates) living independently within a 10-block area and utilizing MICC for wrap-around services to ensure they can sustain their independence, have access to opportunities for social activities, and contribute positively to the community. These individuals are an important part of MICC's community, but also Richfield, their home.

New Campus Plan

We propose redeveloping 4 single-family properties at 2000, 2006 & 2018 W 76th Street and 7532 Morgan Ave S to build a new 27,000 square foot, two story building that will serve as MICC's Learning Center and organizational headquarters. The new campus will include:

- Appropriate teaching and socializing areas to allow students to engage authentically with peers.
- Flexible classrooms designed for small and large group engagement, integrated technology and multi-purpose furniture, as well as space for physical fitness, yoga and meditation areas.
- Student support spaces for advisory services on continued education and employment,
- Staff offices promoting cross-department collaboration and flexibility for our expanding team.
- Reserved land for future expansion or potential housing development.
- MICC will continue to contract with Colony Apartments for our students' housing needs and social spaces.

MICC is fundraising for the capital campaign to build the new camps building. MICC would request a two year approval period to allow time for fundraising between land use approvals and building permit.

Land Use Approvals

MICC will seek the following land use approvals:

1. Replat
    a. MICC seeks to replat the existing four properties into two parcels with one property for MICC's new building and the other for future expansion or housing.
2. Rezoning and CUP
    a. Request to rezone the property to MR-2 aligns with the 2040 Comprehensive Plan. We will be requesting a Conditional Use Permit for MICC to operate an educational use in MR-2 and future re-use of the property.
3. Variances
    a. Request to reduce the non-residential building setbacks from the Code required 30' to 6.5' along 76th Street, 8' on Newton Avenue and 10' along the new interior side lot line. This reduction will make the most effective use of the site while maintaining compatibility with the surrounding neighborhood. By reducing the setback requirement, it will help create a better streetscape presence along 76th Street and allow for greater intensity on an infill site. The second floor has about a 1.5' overhang, so there will be a greater setback from the first floor to provide more area for landscaping.

b. Request to increase the maximum lot (building) coverage from 30% to 37.0%. The additional coverage allows the project to efficiently accommodate the building footprint necessary to support MICC. The need for this variance is largely a result of re-platting the property to intentionally preserve land for a future expansion or potential housing. The slight increase in lot/building coverage provides the flexibility to meet today's needs while safeguarding opportunities for tomorrow. At the same time, the design thoughtfully incorporates landscaping, green space, and stormwater best practices.

c. Request to reduce the number of parking stalls from the Code required 53 stalls to 38 stalls.
    i. Per the City of Richfield's zoning code, high schools require 1 stall per employee plus 1 per 8 students.
    ii. There are approximately 60 MICC employees, but 20 staff are located at the Colony Apartments providing services to students. Approximately 40 staff would office out of the Learning Center. Staffing is expected to remain stable in the next five years.
        1. MICC anticipates that most of its administrative staff will work in the new building, primarily Monday through Friday during the day with peak times in the afternoon. However, MICC's flexible work environment allows some employees to work from home. To better understand demand, MICC conducted a parking study that measured peak and off-peak usage:
            - Peak demand (Tues–Thurs, noon–4:00 pm): 40 stalls
            - Typical peak usage: ~30 stalls
            - Off-peak, evenings, weekends: ~15 stalls
    iii. The College Program enrollment is projected to stay consistent at approximately 50 students. All students in the College Program reside at Colony Apartments and most students walk or utilize public transit or Metro Mobility. Only four students have vehicles registered with their apartment. Students must apply and be approved to have a vehicle on campus and cannot use their vehicle to go to class or programming.
    iv. MICC also provides support and services for participants that have successfully completed the College Program through the Community Program to provide customizable services to thrive in and remain living

independently in the community. The Community Program is expected to grow to serve 100+ graduates. However, participants rely on public transit, Metro Mobility or walk to MICC as they live within a 10-block radius.

v. The location qualifies for a 10% reduction in parking due to proximity of a high frequency transit line.

vi. The location also qualifies for a 10% reduction in parking in exchange for a transit-supportive plaza. MICC will provide a paved plaza north of the sidewalk and a public access easement. This results in a final parking stall count of 39 stalls. The existing bus shelter was removed in 2025, but it is expected that ridership demand will increase. MICC will work with MTC to reinstall the bus shelter.

vii. The site will accommodate an additional 10 stalls on a separate parcel for the potential MICC future expansion or housing.

viii. Below is the summary of the parking required per Code compared to the proposed number of parking stalls. With flexible work arrangements, and high student transit use, MICC's approach balances operational needs with efficient land use and supports the organization's mission.

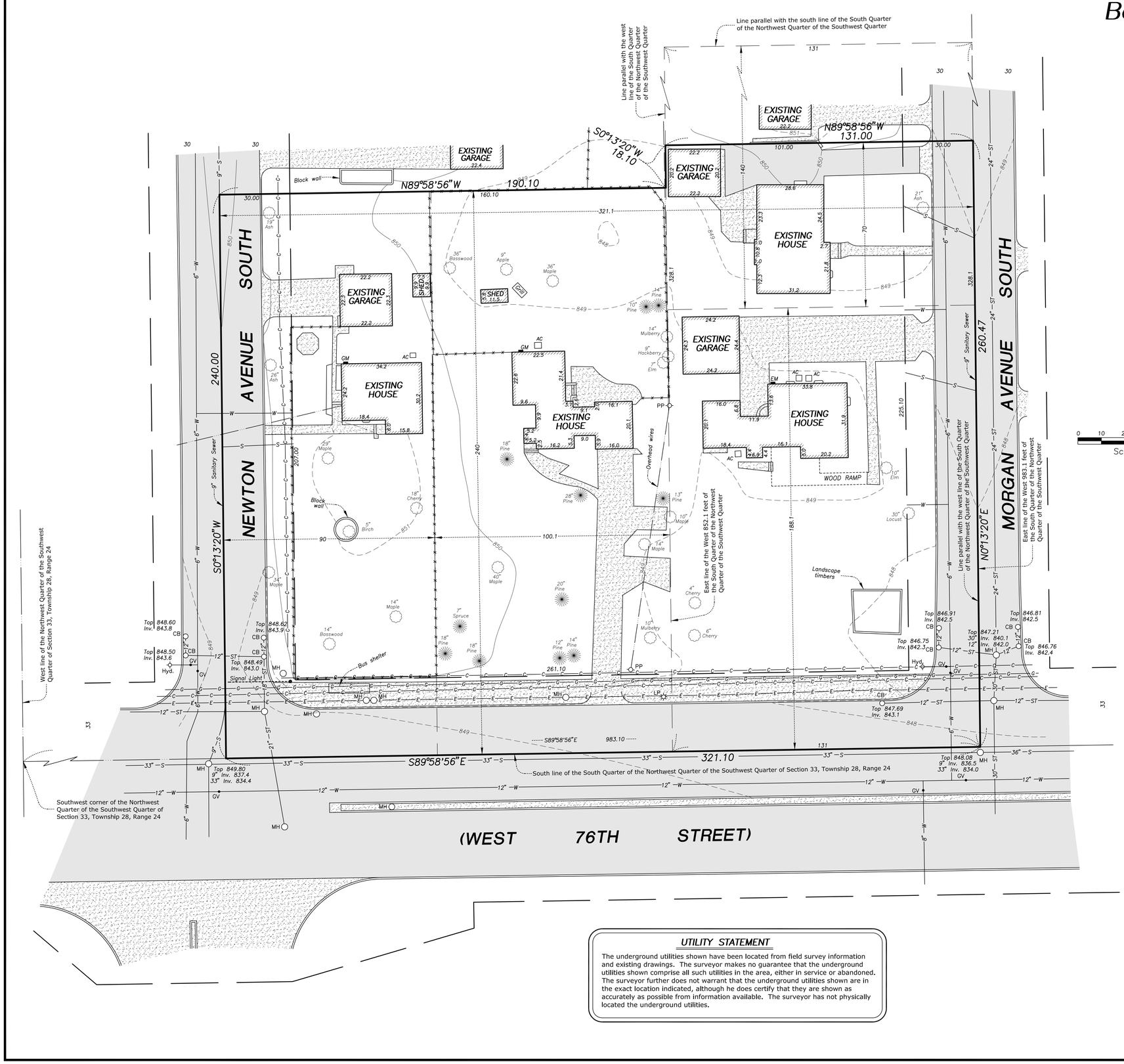
		Parking Required
Number of Employees	40	40
Number of Students	200	25
		65
High Frequency Transit Route	10%	59
Bike Parking Reduction	0%	59
Transit Plaza	10%	53
Number of Proposed Stalls		38
Difference		-15

Conclusion

We look forward to the City's land use review and approval for the new facility.

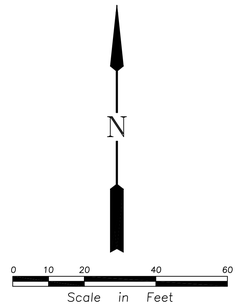
Boundary and Topographic Survey for:

MICC



NOTES

* Bearings shown are based on the Hennepin County Coordinate System.
* Utilities shown are from information furnished by the City of Richfield and respective utility companies in response to Gopher State One Call Ticket No. 221813480 and are verified where possible.
* Contact Gopher State One Call for utility locations before any construction shall begin. Phone 651-454-0002.
* Areas: 79,436 square feet (1.82 acres) including roads.
  55,876 square feet (1.28 acres) excluding roads.
* Bench mark: Top nut of hydrant at the northwest corner of West 76th Street and Newton Avenue South. Elevation = 851.94 feet (1988 N.A.V.D.).
* This property is located in Flood Zone X (area determined to be outside the 0.2% annual chance floodplain) per Flood Insurance Rate Map Number 27053C0456F dated November 4, 2016.



LEGEND

- S — Sanitary Sewer
- ST — Storm Sewer
- W — Watermain
- Hyd. — Hydrant
- GV — Gate Valve
- MH — Manhole
- CB — Catch Basin
- Inv. — Invert Elevation
- PP — Power Pole
- LP — Light Pole
- Electrical Transformer
- AC — Air Conditioner
- Concrete Surface
- Bituminous Surface
- G — Buried Gas
- C — Buried Communications
- E — Buried Electric
- GM — Gas Meter
- Fence

PROPERTY DESCRIPTION

DOCUMENT NO. 10371002

The South 188.1 feet of the following described tract: That part of the South 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 28 North, Range 24, West of the 4th principal meridian described as follows: Beginning at a point on the South line thereof distant 983.1 feet East of West line thereof; thence North parallel with the West line thereof 328.1 feet to point; thence West on a line parallel with the South line thereof 131 feet to a point; thence South line on a line parallel with the West line thereof 328.1 feet to a point; thence East on a straight line 131 feet to the place of beginning.

DOCUMENT NO. 10561570

The South 240 feet of the East 100.1 feet of the West 852.1 feet of the South 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 28 North, Range 24 West of the 4th Principal Meridian, according to the U.S. Government Survey thereof, Hennepin County, Minnesota.

DOCUMENT NO. 10586410

The Southerly 240 feet of the West 90 feet of the East 321.1 feet of the West 983.1 feet of the South 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 28 North, Range 24, according to the U.S. Government Survey thereof, Hennepin County, Minnesota.

DOCUMENT NO. 11122921

The South 70 feet of the North 140 feet of that part of the South 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 28, Range 24: Beginning on the South line of said South 1/4 of the Northwest 1/4 of the Southwest 1/4 distant 983.1 feet East of the West line thereof; thence North parallel with said West line, 328.1 feet; thence West parallel with said South line, 131 feet; thence South parallel with said West line, 328.1 feet; thence East 131 feet to the point of beginning, Hennepin County, Minnesota.

UTILITY STATEMENT

The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated, although he does certify that they are shown as accurately as possible from information available. The surveyor has not physically located the underground utilities.

I hereby certify that this survey was prepared by me or under my direction and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 20th day of August, 2022

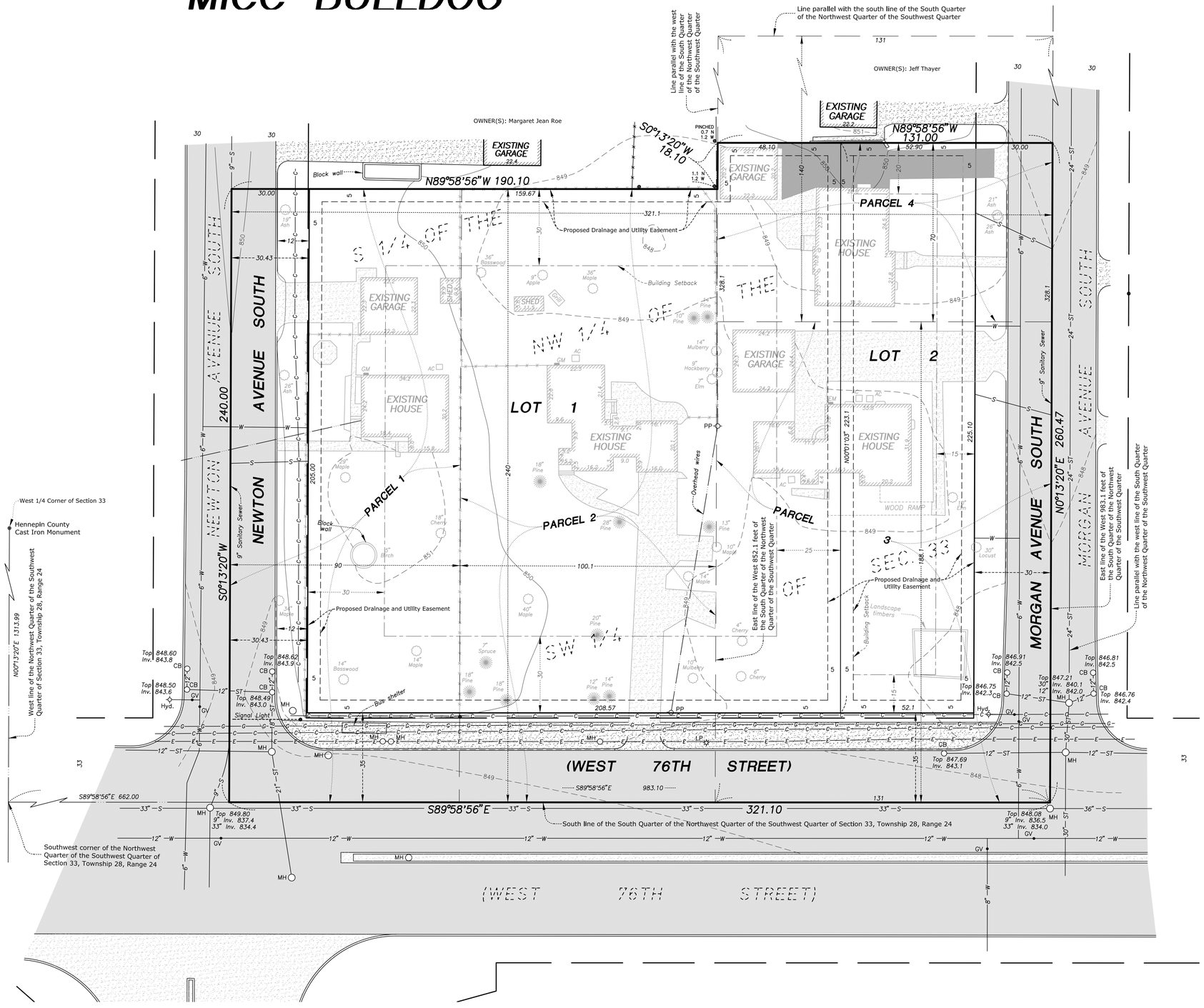
REHDER & ASSOCIATES, INC.

Gary C. Huber, Land Surveyor
Minnesota License No. 22036

Rehder and Associates, Inc.
CIVIL ENGINEERS AND LAND SURVEYORS
3440 Federal Drive • Suite 110 • Eagan, Minnesota • Phone (651) 452-5051

JOB: 224-3330.010

Preliminary Plat of:
MICC BULLDOG



PROPERTY DESCRIPTION

(Per Old Republic National Title Insurance Company, Issuing Agent: All American Title Company, LLC, Commitment for Title Insurance, Commitment No. 201587 C-1, Commitment Date: August 1, 2025)

Parcel 1:

The Southerly 240 feet of the West 90 feet of the East 321.1 feet of the West 983.1 feet of South 1/4 of Northwest 1/4 of the Southwest 1/4 of Section 33, Township 28, Range 24, according to the U.S. Government Survey thereof, Hennepin County, Minnesota.

Parcel 2:

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Parcel 3:

The South 188.1 feet of the following described tract: That part of the South 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 28, North, Range 24, West of the 4th principal meridian described as follows: Beginning at a point on the South line thereof distant 983.1 feet East of West line thereof; thence North parallel with the West line thereof 328.1 feet to point; thence West on a line parallel with the South line thereof 131 feet to a point; thence South on a line parallel with the West line thereof 328.1 feet to a point; thence East on a straight line 131 feet to the place of beginning, Hennepin County, Minnesota.

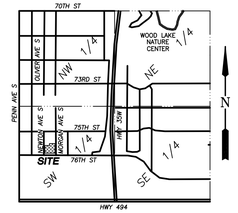
Parcel 4:

The South 70 feet of the North 140 feet of that part of the South 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 28, Range 24: Beginning on the South line of said South 1/4 of the Northwest 1/4 of the Southwest 1/4 distant 983.1 feet East of the West line thereof; thence North parallel with said West line 328.1 feet; thence West parallel with said South line, 131 feet; thence South parallel with said West line, 328.1 feet; thence East 131 feet to the point of beginning, Hennepin County, Minnesota.

SURVEYOR NOTES

1. Orientation of the bearing system used for this survey is based on the NAD83 (1986 ADJ) coordinate projection for Hennepin County, Minnesota.
2. As shown on this survey map, underground utility lines and structures are shown in an approximate way only, according to information provided by others. Excavations were not made during the process of this survey to locate underground utilities and/or structures. A request that utilities be marked/located for this survey was made through Gopher State One Call (Ticket Nos. 221813480). The underground utility lines and structures shown on this map represent the information provided to Rehder & Associates as a result of that request. The surveyor does not guarantee that the information provided was either complete or accurate or that there are no other underground utility lines and structures, active or abandoned, on or adjacent to the subject property.
3. The ownership and tax parcel information shown hereon was taken from Hennepin County's Web Based Public GIS mapping. Rehder & Associates, Inc. did not determine ownership of adjacent land.
4. The area of the subject property is 79,436 square feet or approximately 1.82 acres of land.
   Proposed Area of Lot 1 is 43,554 square feet or 1.00 acre of land.
   Proposed Area of Lot 2 is 11,712 square feet or 0.27 acre of land.
5. Proposed lot usage is an education center.
6. The subject property is currently zoned "R, Low Density Residential." Proposed zoning change from Zone "R" to Zone "MR-2." Building setbacks shown are per zoning MR-2, Multi-Family Residential.

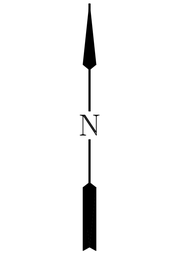
VICINITY MAP



Section 33, Township 28, Range 24
(NOT TO SCALE)

LEGEND

- Found Government Monument
- S — Sanitary Sewer
- ST — Storm Sewer
- W — Watermain
- Hyd. — Hydrant
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- CB — Catch Basin
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- Concrete Surface
- Bituminous Surface
- G — Buried Gas
- C — Buried Communications
- E — Buried Electric
- GM — Gas Meter



CERTIFICATION

I hereby certify that this preliminary plat was prepared by me or under my direction and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 13th day of October, 2025

REHDER & ASSOCIATES, INC.

Matthew D. Thiel, Land Surveyor Minnesota License No. 63458

OWNER

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Attn: Amy Gudmestad
Phone: (612) 869-4008

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REHDER & ASSOCIATES, INC.
Civil Engineers & Land Surveyors
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Telephone: 651-452-5051
www.rehder.com

JOB: 254–3330.011

MICC
LEARNING CENTER

2018 76th Steet West, Richfield, MN 55423

PROJECT NUMBER: 3233.001.02
CLIENT PROJECT NUMBER:

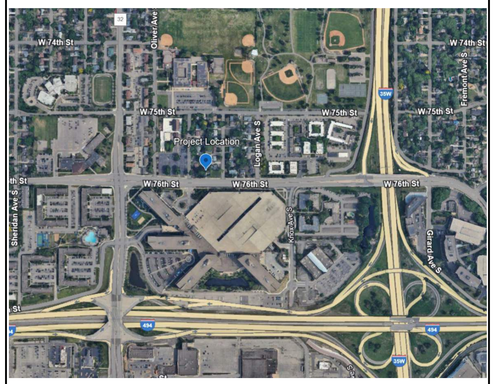


DOCUMENT PACKAGE

ISSUED: NOVEMBER 18, 2025

PACKAGE: LAND USE APPLICATION - REVISON 1

LOCATION MAP



KEY PLAN

PROJECT TEAM

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Curt Carlson, Project Captain

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Nicholas Adam, PE
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Minneapolis, MN 55401
Phone: 612.430.6655

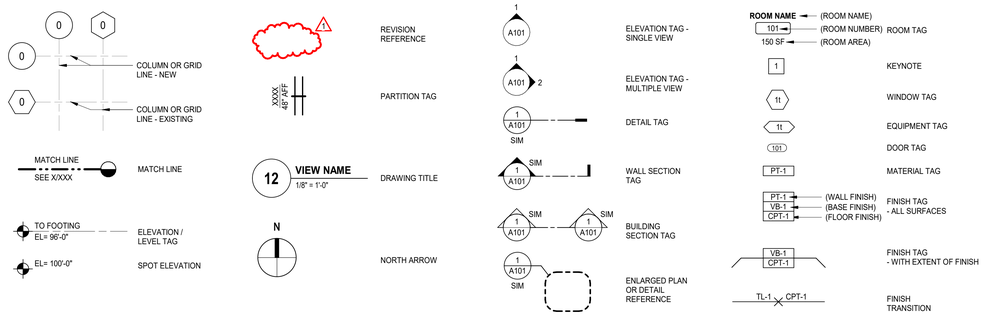
Bruce Chamberlain, FASLA
Email: bchamberlain@tlallicollaborative.com

CODE SUMMARY

SHEET INDEX

SHEET NO.	NAME	Land Use Application	Schematic Design-Pricing Package	Land Use Application Rev1							
	ISSUE KEY: 1 ISSUED (WITH SIGNATURE) 2 REVISED AND RE-ISSUED (WITH SIGNATURE) 3 NOT FOR CONSTRUCTION - REFERENCE ONLY 4 RE-ISSUED FROM A PRIOR BID PACK - NO REVISIONS										
00 General											
G000	COVER SHEET	3	3	3							
G001	GENERAL INFORMATION		3								
PR101	76TH & MORGAN	3		3							
PR102	76TH & NEWTON	3		3							
PR103	NORTH ENTRY PERSPECTIVE	3		3							
PR104	NORTH SIDEWALK PERSPECTIVE	3		3							
PR105	PARKING LOT PERSPECTIVE	3		3							
20 Civil											
C000	EXISTING SITE CONDITIONS	3	3	3							
C100	SITE DEMOLITION PLAN	3	3	3							
C200	SITE DIMENSION PLAN	3	3	3							
C300	GRADING, DRAINAGE & EROSION CONTROL PLAN	3	3	3							
C400	UTILITY PLAN	3	3	3							
C500	DETAILS	3	3	3							
C501	DETAILS	3	3	3							
C502	MNDOT DETAILS	3	3	3							
C600	SWPPP	3	3	3							
25 Landscape											
L000	GENERAL LANDSCAPE SHEET										
L100	OVERALL SITE MATERIAL PLAN										
40 Architectural											
A101	FIRST FLOOR PLAN	3	3	3							
A102	SECOND FLOOR PLAN	3	3	3							
A401	EXTERIOR ELEVATIONS	3	3	3							
A501	BUILDING SECTIONS		3								
A511	WALL SECTIONS		3								
A512	WALL SECTIONS		3								
A601	DETAILS		3								
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I101	FIRST FLOOR FINISH PLAN		3								
I102	SECOND FLOOR FINISH PLAN		3								
70 Structural											
S000	STRUCTURAL COVER SHEET		3								
S101	FIRST FLOOR FOUNDATION PLAN		3								
S102	SECOND FLOOR FRAMING PLAN		3								
S103	ROOF FRAMING PLAN		3								
75 Mechanical											
M000	MECHANICAL SYMBOLS AND ABBREVIATIONS		3								
M201	FIRST FLOOR MECHANICAL PLAN		3								
M202	SECOND FLOOR MECHANICAL PLAN		3								
M203	MECHANICAL ROOF PLAN		3								
85 Electrical											
E000	ELECTRICAL SYMBOLS AND ABBREVIATIONS		3								
E100	ELECTRICAL SITE PHOTOMETRIC PLAN	3	3	3							
E201	FIRST FLOOR ELECTRICAL PLAN		3								
E202	SECOND FLOOR ELECTRICAL PLAN		3								
E500	ELECTRICAL RISER DIAGRAM		3								
98 PRESENTATION											
P001	OVERALL SITE LAYOUT PLAN W/ PROOF OF HOUSING CONCEPT	3		3							

DRAWING SYMBOLS



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Minneapolis, MN
55413-1036
612.677.7100
rsparch.com

CONSULTANTS

CERTIFICATION

NOT FOR CONSTRUCTION 11-18-2025

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the state of Minnesota.

Name
License No.
Expiration Date
Date Signed

PROJECT FOR
MICC
LEARNING CENTER

Project No.	3233.001.02
Drawn By	CAC
Checked By	MF
Date	11/18/25

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ISSUES / REVISIONS

NO.	DATE	DESCRIPTION
	10/13/25	LAND USE APPLICATION
	10/29/25	SCHEMATIC DESIGN-PRICING PACKAGE
	11/18/25	LAND USE APPLICATION REV1

COVER SHEET

G000



RSP

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Minneapolis, MN
55413-1036

612.677.7100
rsparch.com

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ISSUES / REVISIONS

NO.	DATE	DESCRIPTION
	10/13/25	LAND USE APPLICATION
	11/18/25	LAND USE APPLICATION REV1

76TH & MORGAN

PR101



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Minneapolis, MN
55413-1036

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rsparch.com

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ISSUES / REVISIONS

NO.	DATE	DESCRIPTION
	10/13/25	LAND USE APPLICATION
	11/18/25	LAND USE APPLICATION REV1

76TH & NEWTON

PR102



RSP

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Minneapolis, MN
55413-1036

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rsparch.com

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PROJECT FOR

MICC
LEARNING CENTER

Project No.	3233.001.02
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Checked By	MF
Date	11/18/25

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ISSUES / REVISIONS

NO.	DATE	DESCRIPTION
	10/13/25	LAND USE APPLICATION
	11/18/25	LAND USE APPLICATION REV1

NORTH ENTRY PERSPECTIVE

PR103



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PROJECT FOR

MICC
LEARNING CENTER

Project No.	3233.001.02
Drawn By	CAC
Checked By	MF
Date	11/18/25

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NORTH SIDEWALK PERSPECTIVE

PR104



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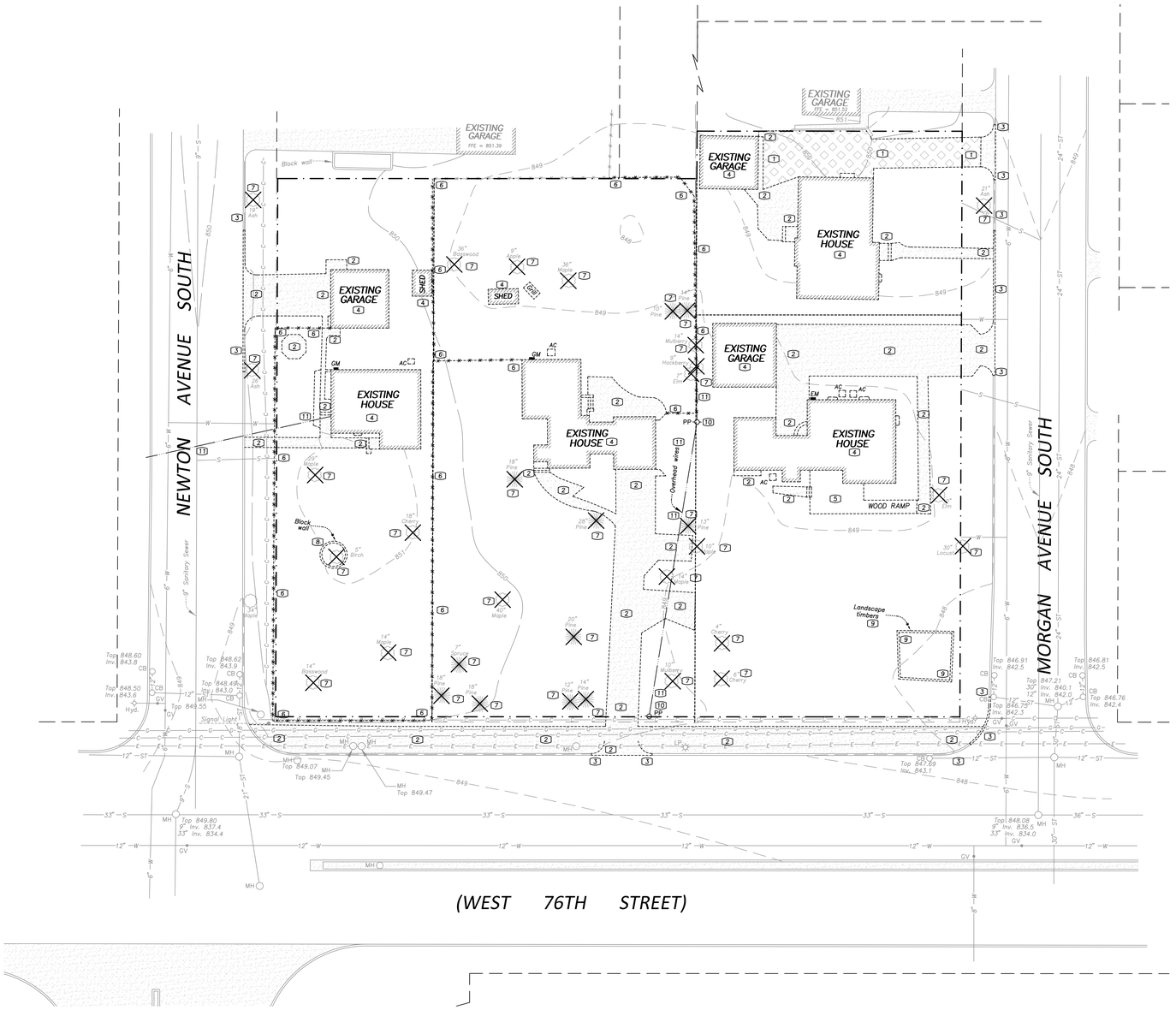
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PARKING LOT PERSPECTIVE

PR105



NOTE: CONTRACTOR TO COORDINATE REMOVAL/ABANDONMENT AND RELOCATION OF EXISTING POWER POLES, OVERHEAD ELECTRIC LINES, BURIED ELECTRIC LINES, BURIED COMMUNICATION LINES AND BURIED GAS LINES WITH THE APPROPRAITE UTILITY COMPANY.

NOTE: SEE ARCHITECTURAL FOR DEMOLITION OF EXISTING BUILDING

NOTE: SEE UTILITY PLAN FOR REMOVAL OF EXISTING UTILITY SERVICES

DEMOLITION NOTES

1 – Remove bituminous pavement
2 – Remove concrete pavement
3 – Remove curb & gutter
4 – Remove house/garage/shed
5 – Remove wood deck
6 – Remove fence
7 – Remove tree(s)
8 – Remove brick wall
9 – Remove landscape timbers
10 – Remove power pole (Coordinate with utility company)
11 – Remove utility line (Coordinate with utility company)

LEGEND

- EXISTING BITUMINOUS TO BE REMOVED
- EXISTING CONCRETE TO BE REMOVED
- BOUNDARY/ROW/BLOCK LINE
- W — EXISTING WATERMAIN
- S — EXISTING SANITARY SEWER
- ST — EXISTING STORM SEWER
- G — EXISTING BURIED GAS LINE
- E — EXISTING BURIED ELECTRIC LINE
- C — EXISTING BURIED COMMUNICATION LINE
- 980 — EXISTING CONTOUR
- x 995.50 EXISTING ELEVATION

N

0 10 20 40 60
Scale in Feet

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PROJECT FOR

MICC
LEARNING CENTER

Project No.	3233.001.02
Drawn By	BQ
Checked By	NPA
Date	11/18/2025

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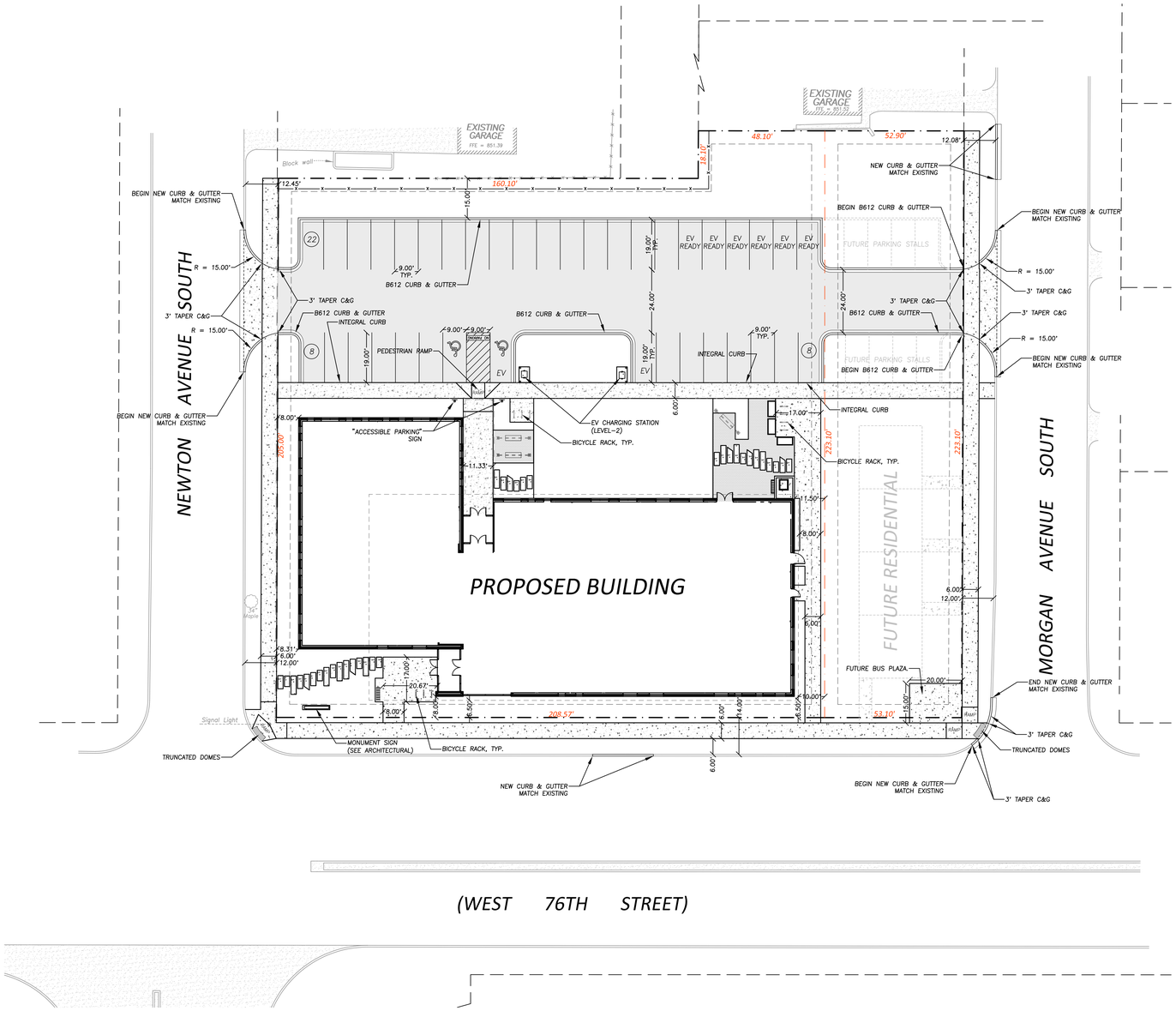
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	11/18/25	LAND USE APPLICATION REV1

SITE DEMOLITION PLAN

C100



CODE COMPLIANCE:

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2. NOTIFY THE OWNER'S ENGINEER OF DISCREPANCIES BETWEEN THE WORK AND APPLICABLE CODES. DO NOT WORK IN AN AFFECTED AREA UNTIL THE DISCREPANCY HAS BEEN RESOLVED.
3. VERIFY CODES IN EFFECT AT THE TIME OF THE NOTICE TO PROCEED AND STAY CURRENT WITH CODE CHANGES WHICH AFFECT THE WORK UNTIL SUBSTANTIAL COMPLETION.

SITE SUMMARY

SITE AREA = 1.27 ACRES
DISTURBED AREA = 1.57 ACRES
EXISTING IMPERVIOUS AREA = 0.32 ACRES
POST CONSTRUCTION IMPERVIOUS AREA = 0.77 ACRES
FUTURE IMPERVIOUS AREA = 0.13 ACRES

MICC SITE
SITE AREA = 43,554 SQ.FT.
POST CONSTRUCTION IMPERVIOUS AREA = 31,855 SQ.FT. (73.1%)
POST CONSTRUCTION BLDG COVERAGE = 15,108 SQ.FT. (34.7%)
POST CONSTRUCTION BLDG COVERAGE INCLUDING OVERHANG = 16,113 SQ.FT. (37.0%)

FURTURE RESIDENTIAL SITE
SITE AREA = 11,712 SQ.FT.
POST CONSTRUCTION IMPERVIOUS AREA = 1,907 SQ.FT. (16.3%)
FUTURE IMPERVIOUS AREA = 5,530 SQ.FT. (47.2%)
FUTURE BUILDING AREA = 2,400 SQ.FT. (20.5%)

PARKING STALLS & BICYCLE PARKING SUMMARY

MICC STAFF = 40
MICC STUDENTS = 200

STAFF PARKING STALLS REQUIRED = 1 PER STAFF = 40 STALLS
STUDENT PARKING STALLS REQUIRED = 1 PER 8 STUDENTS = 25 STALLS
STALLS REQUIRED (NO REDUCTIONS) = 65 STALLS
HIGH FREQUENCY TRANSIT ROUTE REDUCTION (10% REDUCTION) = 65 x 0.9 = 59 STALLS REQUIRED
TRANSIT PLAZA REDUCTION (10% REDUCTION) = 59 x 0.9 = 53 STALLS REQUIRED

TOTAL PARKING STALLS REQUIRED = 53 STALLS

PARKING STALLS PROVIDED = 38 STALLS (36 STANDARD + 2 ACCESSIBLE)
FUTURE PARKING STALLS PROVIDED = 10 STALLS

BICYCLE PARKING REQUIRED = 1 PER 10 STUDENTS
BICYCLE PARKING REQUIRED = 200/10 = 20
BICYCLE PARKING PROVIDED = 20 (10 HOOPS W/2 BICYCLES PER HOOP)

EV CHARGING STATIONS REQUIRED = 5% OF PARKING STALLS PROVIDED
EV CHARGING STATIONS REQUIRED = 5% X 38 = 2 CHARGING STATIONS
EV CHARGING STATIONS PROVIDED = 2 (LEVEL-2)

EV READY SPACES REQUIRED = 20% OF PARKING STALLS PROVIDED
EV READY SPACES REQUIRED = 20% X 38 = 8 EV READY SPACES
EV READY SPACES PROVIDED = 8 (7 LEVEL-2 + 1 LEVEL-3)

LEGEND

- BOUNDARY/ROW/BLOCK LINE
- PROPOSED LOT LINE
- EASEMENT
- PROPOSED CONCRETE
- PROPOSED BITUMINOUS
- PROPOSED PERMEABLE PAVEMENT

N

0 10 20 40 60
Scale in Feet

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PROJECT FOR
MICC
LEARNING CENTER

Project No.	3233.001.02
Drawn By	BQ
Checked By	NPA
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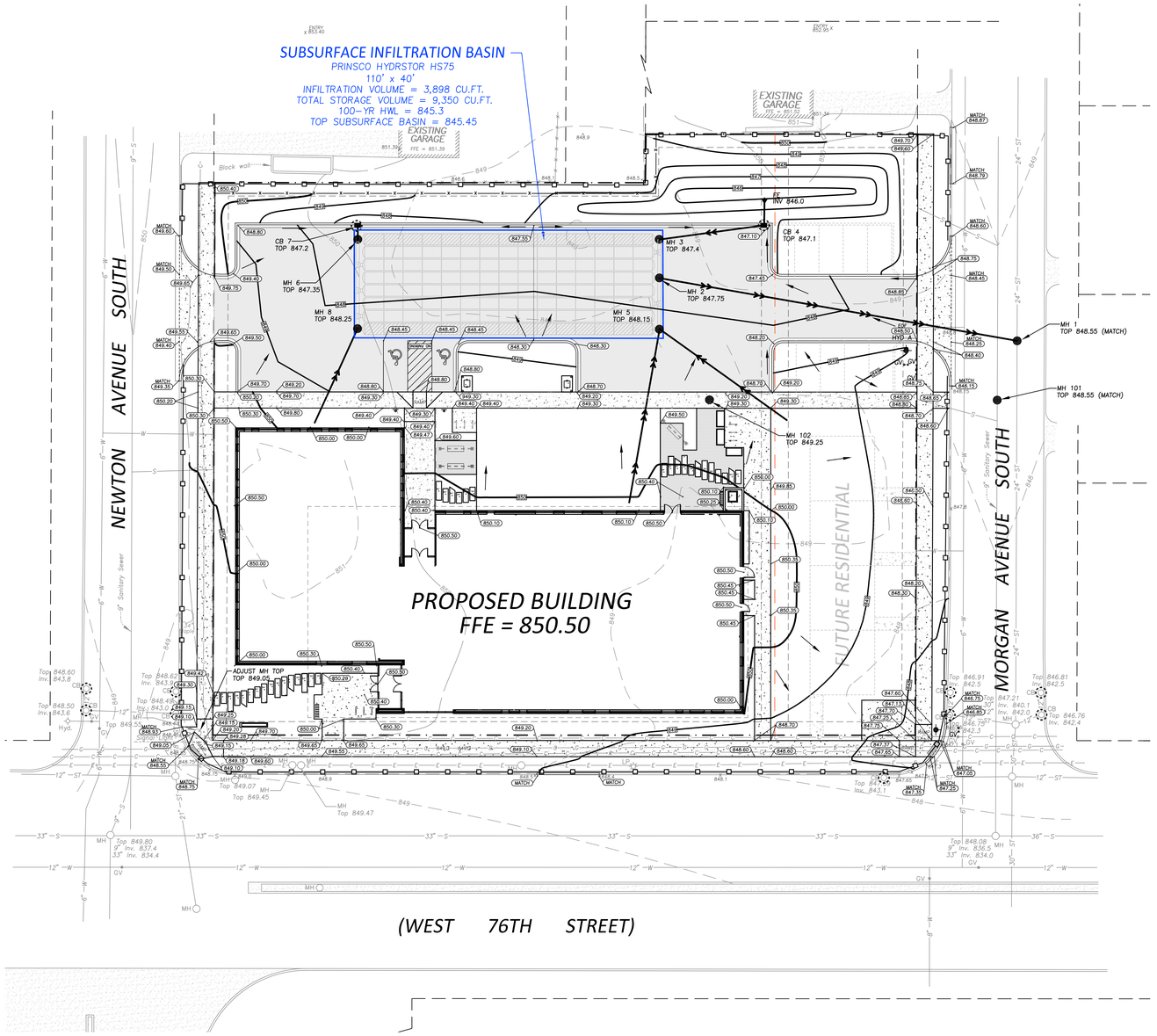
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ISSUES / REVISIONS

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SITE DIMENSION PLAN

C200



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CODE COMPLIANCE:

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3. VERIFY CODES IN EFFECT AT THE TIME OF THE NOTICE TO PROCEED AND STAY CURRENT WITH CODE CHANGES WHICH AFFECT THE WORK UNTIL SUBSTANTIAL COMPLETION.

GRADING NOTES

1 – All elevations shown are to final surfaces.
2 – Contractor is responsible for obtaining a National Pollutant Discharge Elimination System (NPDES) General Storm Water Permit for Construction Activity before construction begins.

EROSION CONTROL NOTES

1 – Contractor is responsible for all notifications and inspections required by General Storm Water Permit.
2 – All erosion control measures shown shall be installed prior to grading operations and maintained until all areas disturbed have been restored.
3 – Sweep paved public streets as necessary where construction sediment has been deposited.
4 – Each area disturbed by construction shall be restored per the specifications within 14 days after the construction activity in that portion of the site has temporarily or permanently ceased.
5 – Temporary soil stockpiles must have silt fence around them and cannot be placed in surface waters, including storm water conveyances such as curb and gutter systems, or conduits and ditches.
6 – Excess concrete/water from concrete trucks shall be disposed of in portable washout concrete basin or disposed of in a contained area.

INSPECTION AND MAINTENANCE

- The site must be inspected once every seven (7) days during active construction and within 24 hours after a rainfall event greater than 0.5 inches in 24 hours.
- All inspections and maintenance conducted must be recorded in writing and records retained with the SWPPP.
- Areas of the site that have undergone final stabilization, may have the inspection of these areas reduced to once per month.
- All silt fence must be repaired, replaced, or supplemented within 24 hours when they become nonfunctional or the sediment reaches 1/3 of the height of the fence.
- Construction site vehicle exit locations must have sediment removed from off-site paved surfaces within 24 hours of discovery.

POLLUTION PREVENTION MANAGEMENT

- All solid waste must be disposed of off-site per the MPCA disposal requirements.
- All hazardous waste must be properly stored with restricted access to storage areas to prevent vandalism. Storage and disposal of hazardous waste must be in compliance with MPCA Regulations.

LEGEND

- PROPOSED MANHOLE
- PROPOSED CATCH BASIN
- PROPOSED HYDRANT
- PROPOSED GATE VALVE
- PROPOSED STORM SEWER
- PROPOSED CONCRETE
- PROPOSED BITUMINOUS
- PROPOSED PERMEABLE PAVEMENT
- PROPOSED CONTOUR
- PROPOSED ELEVATION
- SILT FENCE
- INLET PROTECTION DEVICE
- BOUNDARY/ROW/BLOCK LINE
- PROPOSED LOT LINE
- EASEMENT
- DRAINAGE ARROW
- EXISTING WATERMAIN
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING BURIED GAS LINE
- EXISTING BURIED ELECTRIC LINE
- EXISTING BURIED COMMUNICATION LINE
- EXISTING CONTOUR
- EXISTING ELEVATION

N

0 10 20 40 60
Scale in Feet

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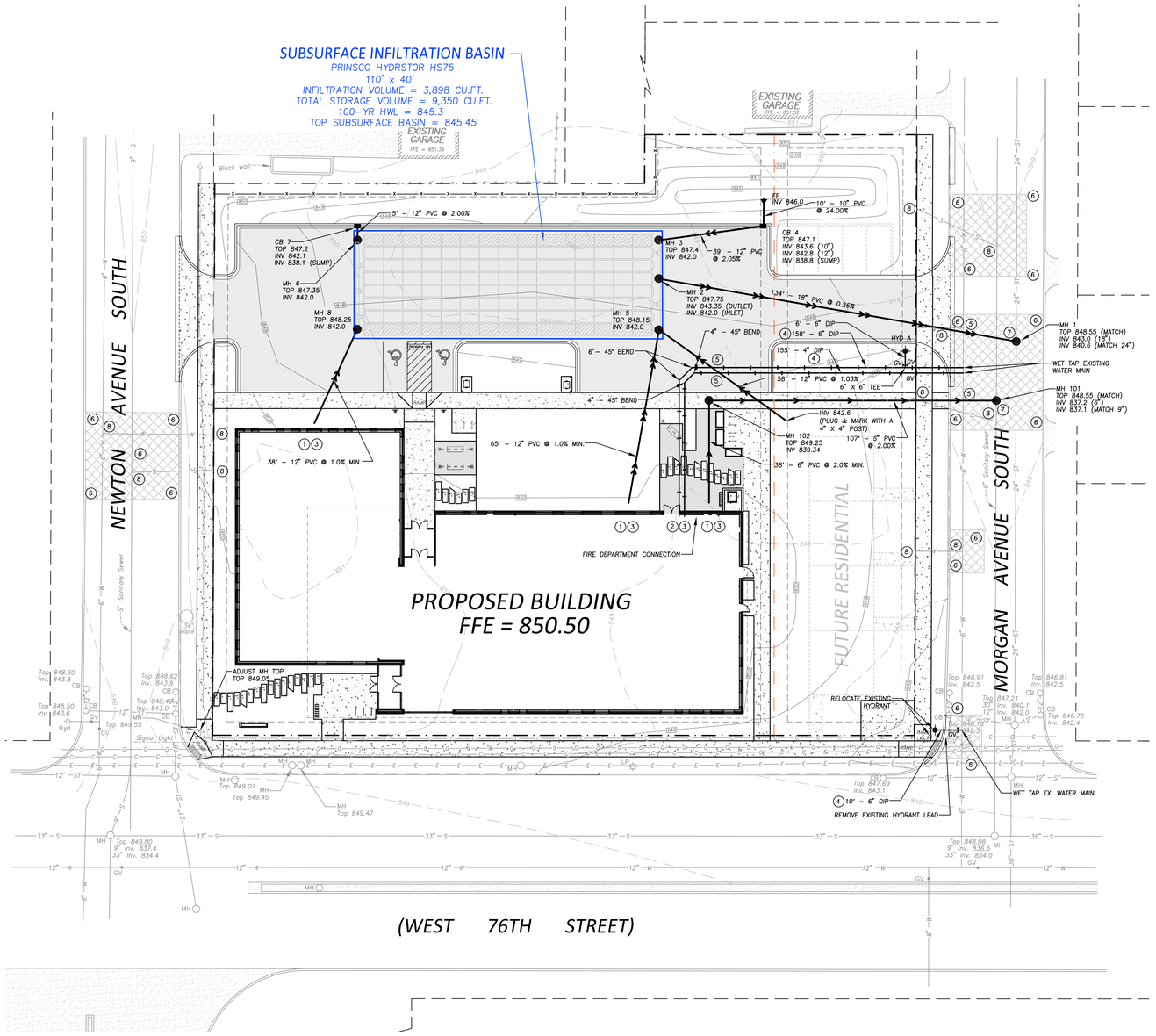
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ISSUES / REVISIONS

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GRADING, DRAINAGE & EROSION CONTROL PLAN

C300



CODE COMPLIANCE:

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UTILITY NOTES

1. All sewer services to extend to a point 5' from proposed building.
2. Bring water main into proposed building and cap at the floor.
3. Verify all service locations and inverts with mechanical engineer before construction.
4. All watermain to have a minimum of 7.5' of cover.
5. Maintain a minimum of 18" of vertical separation between watermain & sewer.
6. Remove & replace existing bituminous pavement and curb & gutter, match existing sections.
7. Construct proposed manhole over existing sewer.
8. Remove existing sanitary sewer and water service up to the main per City requirements.

CATCH BASIN/MANHOLE SCHEDULE

STRUCTURE NO.	BARREL SIZE	NEENAH CASTING NO.
MH 1	48"	R-1642B
MH 2	48"	R-1642B
MH 3	48"	R-1642B
CB 4	48"	R-3067V
MH 5	48"	R-1642B
MH 6	48"	R-1642B
CB 7	48"	R-3067V
MH 8	48"	R-1642B

HYDRANT SCHEDULE

HYDRANT NO.	BREAKOFF FLANGE
HYD A	849.2
RELOCATED HYD	847.7

LEGEND

- PROPOSED MANHOLE
- PROPOSED CATCH BASIN
- PROPOSED HYDRANT
- PROPOSED GATE VALVE
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN
- PROPOSED CONCRETE
- PROPOSED BITUMINOUS
- PROPOSED PERMEABLE PAVEMENT
- BOUNDARY/ROW/BLOCK LINE
- PROPOSED LOT LINE
- EASEMENT
- W — EXISTING WATERMAIN
- S — EXISTING SANITARY SEWER
- ST — EXISTING STORM SEWER
- G — EXISTING BURIED GAS LINE
- E — EXISTING BURIED ELECTRIC LINE
- C — EXISTING BURIED COMMUNICATION LINE

N

0 10 20 40 60
Scale in Feet

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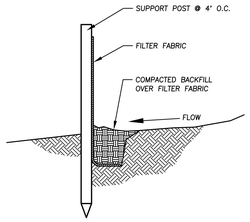
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ISSUES / REVISIONS

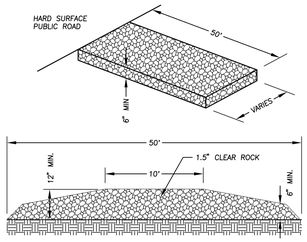
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UTILITY PLAN

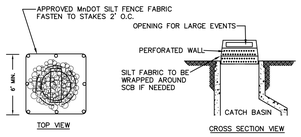
C400



1 C5 — SILT FENCE
NO SCALE

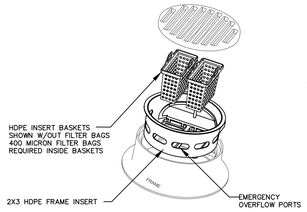


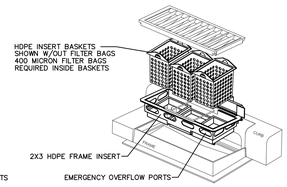
2 C5 — ROCK CONSTRUCTION ENTRANCE
NO SCALE



NOTE: USE THIS TYPE OF INLET PROTECTION BEFORE THE CASTING IS INSTALLED.

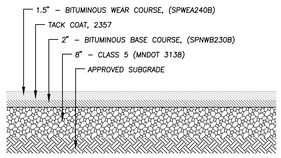
3 C5 — INLET PROTECTION (INFRASAFE OR EQUAL)
NO SCALE





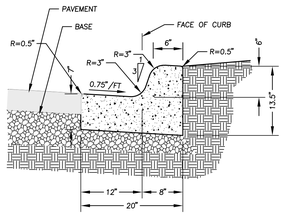
NOTE: USE THIS TYPE OF INLET PROTECTION AFTER THE CASTING IS INSTALLED.

4 C5 — INLET PROTECTION (INFRASAFE OR EQUAL)
NO SCALE



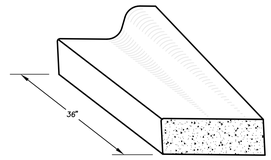
NOTE: VERIFY ADEQUACY OF PAVEMENT SECTION WITH ENGINEER AFTER SUBGRADE SOILS ARE EXPOSED AND BEFORE BITUMINOUS PAVEMENT IS PLACED.

5 C5 — PAVEMENT SECTION
NO SCALE



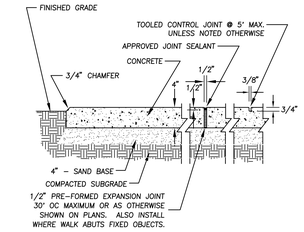
Note: Where contours indicate, ignore 0.75"/ft slope indicated above and match adjoining pavement slope to prevent gutter from "ponding".

6 C5 — B612 CONCRETE CURB & GUTTER
NO SCALE

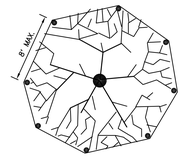


Note: Curb type B612 shown; similar for other curb types.

7 C5 — CURB & GUTTER BEAVERTAIL
NO SCALE

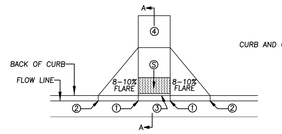


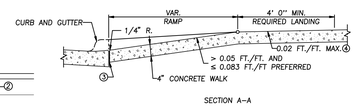
8 C5 — CONCRETE SIDEWALK
NO SCALE



4' SNOW FENCE WITH POST 8' ON CENTER TO BE PLACED AROUND TREE AT THE DRIP LINE OF THE OUTER MOST BRANCHES.

9 C5 — TREE PROTECTION
NO SCALE

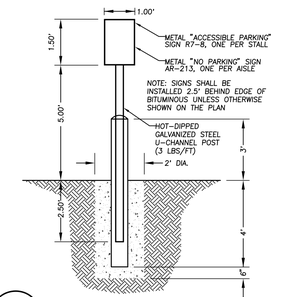




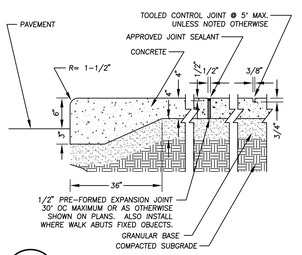
SECTION A–A

① 0" CURB HEIGHT.
② FULL CURB HEIGHT.
③ 1/2" PREFORMED JOINT FILLER MATERIAL AASHTO M 213. JOINT FILLER SHALL BE PLACED FLUSH WITH THE BACK OF CURB AND ADJACENT SIDEWALK. JOINT SHALL BE FREE OF DEBRIS. RECTANGULAR DETECTABLE WARNINGS SHALL BE SETBACK 3" FROM THE BACK OF CURB. RADIAL DETECTABLE WARNINGS SHALL BE SETBACK 3" MINIMUM TO 6" MAXIMUM FROM THE BACK OF CURB.
④ 4' BY 4' MIN. LANDING WITH MAX. 2.0% SLOPE IN ALL DIRECTIONS.
⑤ IF LONGITUDINAL SLOPE IS GREATER THAN 5.0%, 4' X 4' MIN. LANDING WITH MAX 2.0% SLOPE IN ALL DIRECTIONS REQUIRED.
⑥ INDICATES PEDESTRIAN RAMP – SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%

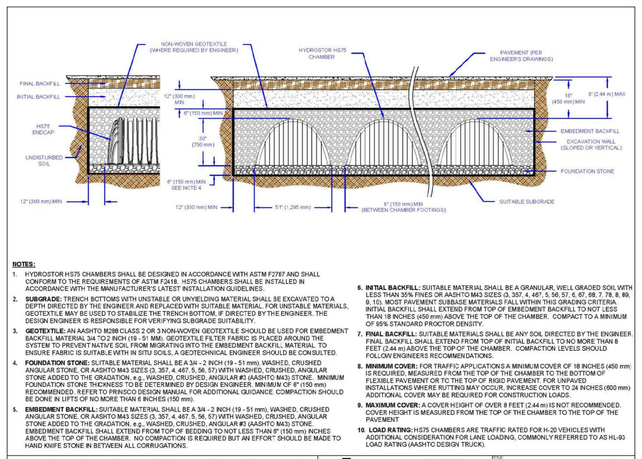
7 C1 — PEDESTRIAN RAMP
NO SCALE



11 C5 — ACCESSIBLE PARKING SIGN AND POST
NO SCALE



12 C5 — SIDEWALK/INTEGRAL CURB
NO SCALE



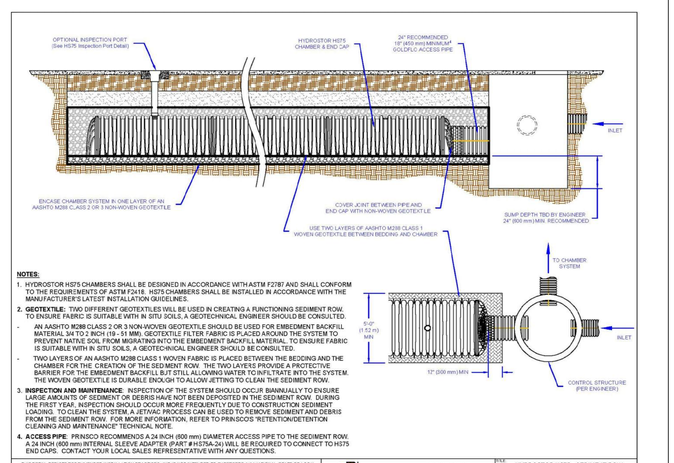
NOTES:

1. HYDROSTOR HS75 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 AND SHALL CONFORM TO THE REQUIREMENTS OF ASTM F2418. HS75 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S LATEST INSTALLATION GUIDELINES.
2. **SUBGRADE:** TRENCH BOTTOMS WITH UNSTABLE OR UNYIELDING MATERIAL SHALL BE EXCAVATED TO A DEPTH DIRECTED BY THE ENGINEER AND REPLACED WITH SUITABLE MATERIAL. FOR UNSTABLE MATERIALS, GEOTEXTILE MAY BE USED TO STABILIZE THE TRENCH BOTTOM, IF DIRECTED BY THE ENGINEER. THE DESIGN ENGINEER IS RESPONSIBLE FOR VERIFYING SUBGRADE SUITABILITY.
3. **GEOTEXTILE:** AN AASHTO M288 CLASS 2 OR 3 NON-WOVEN GEOTEXTILE SHOULD BE USED FOR EMBEDMENT BACKFILL MATERIAL 3/4 "TO 2 INCH (19 - 51 MM). GEOTEXTILE FILTER FABRIC IS PLACED AROUND THE SYSTEM TO PREVENT NATIVE SOIL FROM MIGRATING INTO THE EMBEDMENT BACKFILL MATERIAL. TO ENSURE FABRIC IS SUITABLE WITH IN SITU SOILS, A GEOTECHNICAL ENGINEER SHOULD BE CONSULTED.
4. **FOUNDATION STONE:** SUITABLE MATERIAL SHALL BE A 3/4 - 2 INCH (19 - 51 mm). WASHED, CRUSHED ANGULAR STONE OR AASHTO M43 SIZES (3, 357, 4, 467, 5, 56, 57) WITH WASHED, CRUSHED, ANGULAR STONE ADDED TO THE GRADATION. e.g., WASHED, CRUSHED, ANGULAR #3 (AASHTO M43) STONE. MINIMUM FOUNDATION STONE THICKNESS TO BE DETERMINED BY DESIGN ENGINEER. MINIMUM OF 6" (150 mm) RECOMMENDED. REFER TO PRINSCO DESIGN MANUAL FOR ADDITIONAL GUIDANCE. COMPACTION SHOULD BE DONE IN LIFTS OF NO MORE THAN 6 INCHES (150 mm).
5. **EMBEDMENT BACKFILL:** SUITABLE MATERIAL SHALL BE A 3/4 -2 INCH (19 - 51 mm). WASHED, CRUSHED ANGULAR STONE OR AASHTO M43 SIZES (3, 357, 4, 467, 5, 56, 57) WITH WASHED, CRUSHED, ANGULAR STONE ADDED TO THE GRADATION. e.g., WASHED, CRUSHED, ANGULAR #3 (AASHTO M43) STONE. EMBEDMENT BACKFILL SHALL EXTEND FROM TOP OF BEDDING TO NOT LESS THAN 6" (150 mm) INCHES ABOVE THE TOP OF THE CHAMBER. NO COMPACTION IS REQUIRED BUT AN EFFORT SHOULD BE MADE TO HAND KNIFE STONE IN BETWEEN ALL CORRUGATIONS.
6. **INITIAL BACKFILL:** SUITABLE MATERIAL SHALL BE A GRANULAR, WELL GRADED SOIL WITH LESS THAN 35% FINES OR AASHTO M43 SIZES (3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10). MOST PAVEMENT SUBBASE MATERIALS FALL WITHIN THIS GRADING CRITERIA. INITIAL BACKFILL SHALL EXTEND FROM TOP OF EMBEDMENT BACKFILL TO NOT LESS THAN 18 INCHES (450 mm) ABOVE THE TOP OF THE CHAMBER. COMPACT TO A MINIMUM OF 95% STANDARD PROCTOR DENSITY.
7. **FINAL BACKFILL:** SUITABLE MATERIALS SHALL BE ANY SOIL DIRECTED BY THE ENGINEER. FINAL BACKFILL SHALL EXTEND FROM TOP OF INITIAL BACKFILL TO NO MORE THAN 8 FEET (2.44 m) ABOVE THE TOP OF THE CHAMBER. COMPACTION LEVELS SHOULD FOLLOW ENGINEERS RECOMMENDATIONS.
8. **MINIMUM COVER:** FOR TRAFFIC APPLICATIONS A MINIMUM COVER OF 18 INCHES (450 mm) IS REQUIRED, MEASURED FROM THE TOP OF THE CHAMBER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR TO THE TOP OF RIGID PAVEMENT. FOR UNPAVED INSTALLATIONS WHERE RUTTING MAY OCCUR, INCREASE COVER TO 24 INCHES (600 mm) ADDITIONAL COVER MAY BE REQUIRED FOR CONSTRUCTION LOADS.
9. **MAXIMUM COVER:** A COVER HEIGHT OF OVER 8 FEET (2.44 m) IS NOT RECOMMENDED. COVER HEIGHT IS MEASURED FROM THE TOP OF THE CHAMBER TO THE TOP OF THE PAVEMENT
10. **LOAD RATING:** HS75 CHAMBERS ARE TRAFFIC RATED FOR H-20 VEHICLES WITH ADDITIONAL CONSIDERATION FOR LANE LOADING, COMMONLY REFERRED TO AS HL-93 LOAD RATING (AASHTO DESIGN TRUCK).

THIS DETAIL DEPICTS RECOMMENDED INSTALLATION PRACTICES AND IS NOT INTENDED TO SUPERSEDE ANY NATIONAL, STATE OR LOCAL CODES OR REGULATIONS. IN ADDITION TO THE REQUIREMENTS SHOWN ON THIS DETAIL, THE ENGINEER OF RECORD SHALL REVIEW THESE DETAILS PRIOR TO CONSTRUCTION TO VERIFY SUITABILITY. © PRINSCO, INC.

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TITLE	HYDROSTOR HS75 - CROSS SECTION				
ENGINEER	CJO	DATE	05-Aug-25	DRAWING NUMBER	
SCALE	NTS	SHEET	1 OF 1		D-7-300A



NOTES:

1. HYDROSTOR HS75 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 AND SHALL CONFORM TO THE REQUIREMENTS OF ASTM F2418. HS75 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S LATEST INSTALLATION GUIDELINES.
2. **GEOTEXTILE:** TWO DIFFERENT GEOTEXTILES WILL BE USED IN CREATING A FUNCTIONING SEDIMENT ROW. TO ENSURE FABRIC IS SUITABLE WITH IN SITU SOILS, A GEOTECHNICAL ENGINEER SHOULD BE CONSULTED.
   - AN AASHTO M288 CLASS 2 OR 3 NON-WOVEN GEOTEXTILE SHOULD BE USED FOR EMBEDMENT BACKFILL MATERIAL 3/4 TO 2 INCH (19 - 51 MM). GEOTEXTILE FILTER FABRIC IS PLACED AROUND THE SYSTEM TO PREVENT NATIVE SOIL FROM MIGRATING INTO THE EMBEDMENT BACKFILL MATERIAL. TO ENSURE FABRIC IS SUITABLE WITH IN SITU SOILS, A GEOTECHNICAL ENGINEER SHOULD BE CONSULTED.
   - TWO LAYERS OF AN AASHTO M288 CLASS 1 WOVEN FABRIC IS PLACED BETWEEN THE BEDDING AND THE CHAMBER FOR THE CREATION OF THE SEDIMENT ROW. THE TWO LAYERS PROVIDE A PROTECTIVE BARRIER FOR THE EMBEDMENT BACKFILL BUT STILL ALLOWING WATER TO INFILTRATE INTO THE SYSTEM. THE WOVEN GEOTEXTILE IS DURABLE ENOUGH TO ALLOW JETTING TO CLEAN THE SEDIMENT ROW.
3. **INSPECTION AND MAINTENANCE**: INSPECTION OF THE SYSTEM SHOULD OCCUR BIANNUALLY TO ENSURE LARGE AMOUNTS OF SEDIMENT OR DEBRIS HAVE NOT BEEN DEPOSITED IN THE SEDIMENT ROW. DURING THE FIRST YEAR, INSPECTION SHOULD OCCUR MORE FREQUENTLY DUE TO CONSTRUCTION SEDIMENT LOADING. TO CLEAN THE SYSTEM, A JET/VAC PROCESS CAN BE USED TO REMOVE SEDIMENT AND DEBRIS FROM THE SEDIMENT ROW. FOR MORE INFORMATION, REFER TO PRINSCOS "RETENTION/DETENTION CLEANING AND MAINTENANCE" TECHNICAL NOTE.
4. **ACCESS PIPE**: PRINSCO RECOMMENDS A 24-INCH (600 mm) DIAMETER ACCESS PIPE TO THE SEDIMENT ROW. A 24 INCH (600 mm) INTERNAL SLEEVE ADAPTER (PART #HS75A-24) WILL BE REQUIRED TO CONNECT TO HS75 END CAPS. CONTACT YOUR LOCAL SALES REPRESENTATIVE WITH ANY QUESTIONS.

THIS DETAIL DEPICTS RECOMMENDED INSTALLATION PRACTICES AND IS NOT INTENDED TO SUPERSEDE ANY NATIONAL, STATE OR LOCAL CODES OR REGULATIONS. IN ADDITION TO THE REQUIREMENTS SHOWN ON THIS DETAIL, THE ENGINEER OF RECORD SHALL REVIEW THESE DETAILS PRIOR TO CONSTRUCTION TO VERIFY SUITABILITY. © PRINSCO, INC.

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TITLE	HYDROSTOR HS75 - SEDIMENT ROW				
ENGINEER	CJO	DATE	05-Aug-25	DRAWING NUMBER	
SCALE	NTS	SHEET	1 OF 1		D-7-302

RSP

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Telephone: 651-452-5051
www.rehder.com
Project No.: 221-0591.343

CERTIFICATION

NOT FOR CONSTRUCTION 11-18-2025

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.

Name
License No.
Expiration Date
Date Signed

PROJECT FOR

MICC
LEARNING CENTER

Project No.	3233.001.02
Drawn By	BQ
Checked By	NPA
Date	11/18/2025

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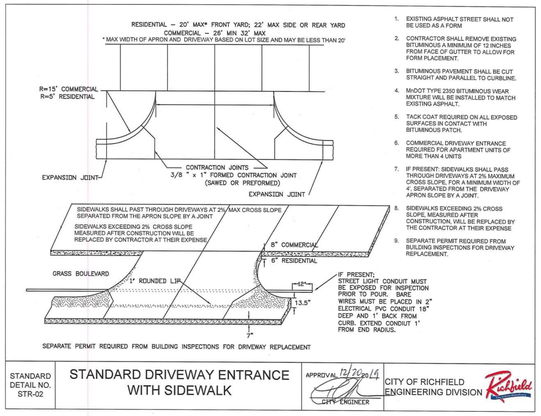
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ISSUES / REVISIONS

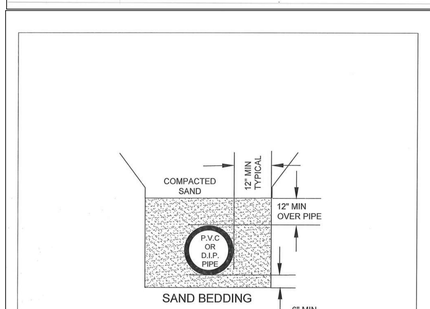
NO.	DATE	DESCRIPTION
	10/13/25	LAND USE APPLICATION
	10/29/25	SCHEMATIC DESIGN-PRICING PACKAGE
	11/18/25	LAND USE APPLICATION REV1

DETAILS

C500

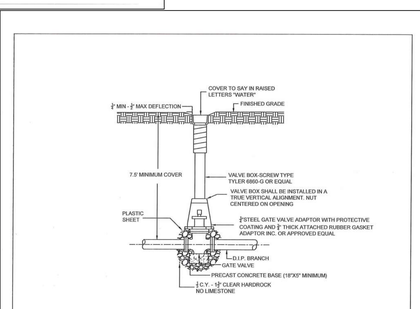


STANDARD DETAIL NO. STR-02	STANDARD DRIVEWAY ENTRANCE WITH SIDEWALK	APPROVAL 12/20/04 CITY ENGINEER	CITY OF RICHFIELD ENGINEERING DIVISION



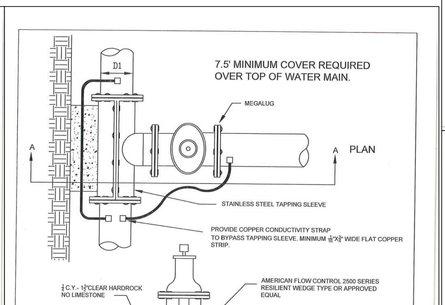
NOTES: 1. BEDDING SHALL BE CONSIDERED INCIDENTAL TO THE PIPE UNLESS MODIFIED IN THE CONTRACT DOCUMENTS.
2. BEDDING REQUIRED FOR ALL MAINS AND SERVICES.

STANDARD DETAIL NO. STM-14	STORM SEWER BEDDING	APPROVAL 12/7 20 17 CITY ENGINEER	CITY OF RICHFIELD ENGINEERING DIVISION



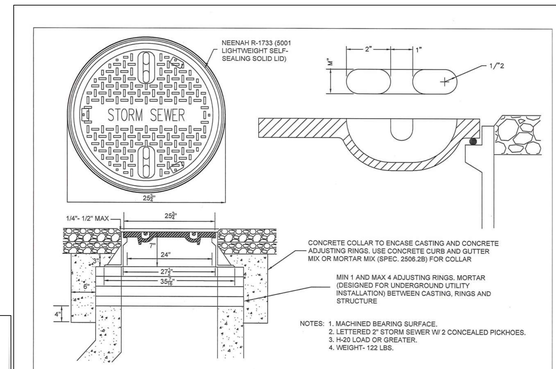
NOTES: 1. HYDRANT, STUB & SERVICE VALVES SHALL BE RODDED TO THE MAIN AND MEGALUG ON ALL FITTINGS.
2. AMERICAN FLOW CONTROL 2500 SERIES RESILIENT WEDGE TYPE OR APPROVED EQUAL.
3. TIE RODS AND MEGALUG FROM VALVE TO HYDRANT.
4. TIE RODS TO BE 3/4" DIAMETER THREADED (316) STAINLESS STEEL SEE DETAIL WTR-11..
5. ALL WATERMAIN BOLTS SHALL BE COR-BLUE OR APPROVED EQUAL.
6. NO INSIDE ADJUSTMENT SECTIONS ALLOWED (I.E. NO INSERTS).
7. CONTRACTOR TO PROVIDE A FENCE T-POST AND SHALL BE INSTALLED BY THE CONTRACTOR AT ALL GATE VALVES LOCATED OUTSIDE OF STREET SECTIONS. PAINT BLUE.
8. ALL COMPONENTS OF PIPE FITTINGS, VALVES, HYDRANTS, ETC. SHALL BE CERTIFIED AS LEAD-FREE AS PER SECTION 1417 OF THE FEDERAL SAFE DRINKING WATER ACT.

STANDARD DETAIL NO. WTR-04	VALVE BOX INSTALLATION	APPROVAL 12/6 20 17 CITY ENGINEER	CITY OF RICHFIELD ENGINEERING DIVISION



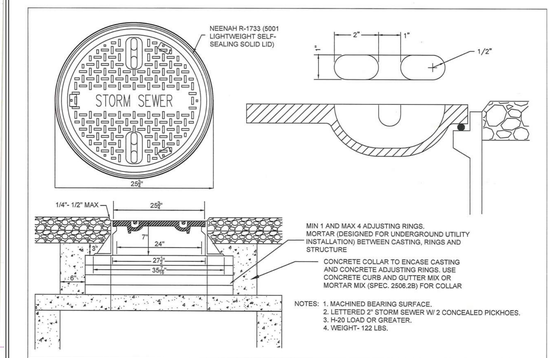
NOTES: ALL COMPONENTS OF PIPE FITTINGS, VALVES, HYDRANTS, ETC. SHALL BE CERTIFIED AS LEAD-FREE AS PER SECTION 1417 OF THE FEDERAL SAFE DRINKING WATER ACT.

STANDARD DETAIL NO. WTR-08	WATER MAIN WET TAP	APPROVAL 12/6 20 17 CITY ENGINEER	CITY OF RICHFIELD ENGINEERING DIVISION



NOTES: 1. MACHINED BEARING SURFACE.
2. LETTERED 2" STORM SEWER W/ 2 CONCEALED PICKHOES.
3. H-20 LOAD OR GREATER.
4. WEIGHT- 122 LBS.

STANDARD DETAIL NO. STM-10A	R-1733 SERIES MANHOLE WITH CONCEALED LID (CONE SECTION)	APPROVAL 12/6 20 17 CITY ENGINEER	CITY OF RICHFIELD ENGINEERING DIVISION



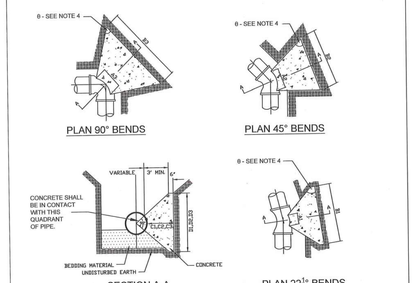
NOTES: 1. MACHINED BEARING SURFACE.
2. LETTERED 2" STORM SEWER W/ 2 CONCEALED PICKHOES.
3. H-20 LOAD OR GREATER.
4. WEIGHT- 122 LBS.

STANDARD DETAIL NO. STM-10B	R-1733 SERIES MANHOLE WITH CONCEALED LID (TOP SLAB)	APPROVAL 12/6 20 17 CITY ENGINEER	CITY OF RICHFIELD ENGINEERING DIVISION

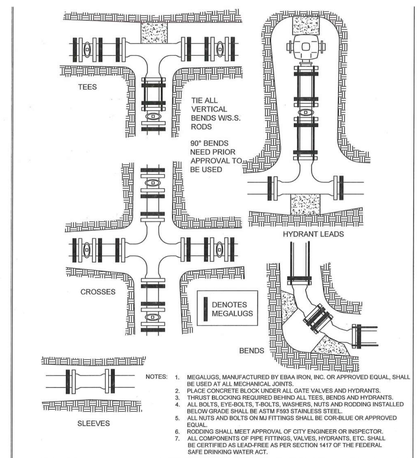
NOTES:
1. SHAPE OF BACK OF BUTTRESS MAY VARY AS LONG AS POURED AGAINST FIRM UNDISTURBED EARTH.
2. DIMENSION C1, C2, C3 SHOULD BE LARGE ENOUGH TO MAKE ANGLE θ EQUAL TO OR LARGER THAN 45°.
3. DIMENSION A1, A2, A3 SHOULD BE AS LARGE AS POSSIBLE WITHOUT INTERFERING WITH MJ BOLTS.
4. θ = 45° MINIMUM.
5. PLACE POLYETHYLENE BETWEEN CONCRETE AND PIPE.

BUTTRESS DIMENSIONS

PIPE SIZE	22½° BEND		45° BEND		90° BEND	
	B_1	D_1	B_2	D_2	B_3	D_3
6"	1'-5"	1'-5"	1'-5"	1'-5"	2'-1"	1'-5"
8"	1'-5"	1'-5"	2'-1"	1'-6"	2'-8"	2'-0"
12"	1'-10"	1'-10"	3'-4"	2'-0"	4'-0"	2'-6"
16"	3'-0"	2'-0"	3'-10"	3'-0"	6'-2"	3'-8"
20"	3'-6"	2'-8"	5'-6"	3'-4"	8'-4"	4'-0"
24"	4'-4"	3'-0"	6'-10"	3'-10"	9'-8"	5'-0"
30"	-----	-----	9'-3"	6'-0"	17'-0"	6'-0"

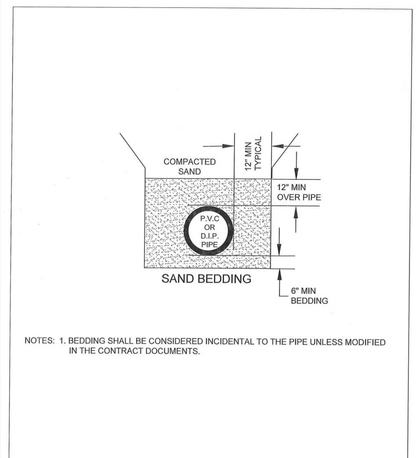


STANDARD DETAIL NO. WTR-09	CONCRETE THRUST BLOCK	APPROVAL 12/6 20 17 CITY ENGINEER	CITY OF RICHFIELD ENGINEERING DIVISION



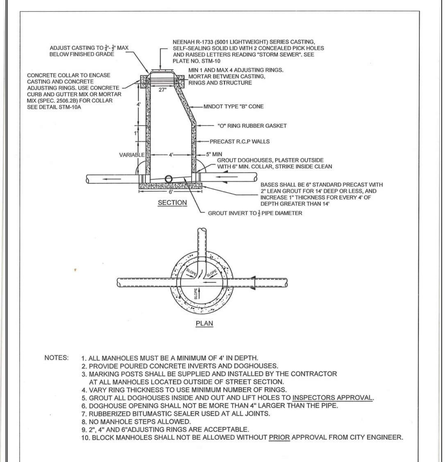
NOTES:
1. MEGALUGS, MANUFACTURED BY EBAA IRON, INC. OR APPROVED EQUAL, SHALL BE USED AT ALL MECHANICAL JOINTS.
2. PLACE CONCRETE BLOCK UNDER ALL GATE VALVES AND HYDRANTS.
3. THRUST BLOCKING REQUIRED BEHIND ALL TEES, BENDS AND HYDRANTS.
4. ALL BOLTS, EYE-BOLTS, T-BOLTS, WASHERS, NUTS AND RODDING INSTALLED BELOW GRADE SHALL BE ASTM F593 STAINLESS STEEL.
5. ALL NUTS AND BOLTS ON MJ FITTINGS SHALL BE COR-BLUE OR APPROVED EQUAL.
6. RODDING SHALL MEET APPROVAL OF CITY ENGINEER OR INSPECTOR.
7. ALL COMPONENTS OF PIPE FITTINGS, VALVES, HYDRANTS, ETC. SHALL BE CERTIFIED AS LEAD-FREE AS PER SECTION 1417 OF THE FEDERAL SAFE DRINKING WATER ACT.

STANDARD DETAIL NO. WTR-11	TYPICAL MEGALUG/ ROD LOCATIONS	APPROVAL 12/6 20 17 CITY ENGINEER	CITY OF RICHFIELD ENGINEERING DIVISION



NOTES: 1. BEDDING SHALL BE CONSIDERED INCIDENTAL TO THE PIPE UNLESS MODIFIED IN THE CONTRACT DOCUMENTS.

STANDARD DETAIL NO. WTR-12	WATERMAIN BEDDING	APPROVAL 12/7 20 17 CITY ENGINEER	CITY OF RICHFIELD ENGINEERING DIVISION



NOTES:
1. ALL MANHOLES MUST BE A MINIMUM OF 4' IN DEPTH.
2. PROVIDE POURED CONCRETE INVERTS AND DOGHOUSES.
3. MARKING POSTS SHALL BE SUPPLIED AND INSTALLED BY THE CONTRACTOR AT ALL MANHOLES LOCATED OUTSIDE OF STREET SECTION.
4. VARY RING THICKNESS TO USE MINIMUM NUMBER OF RINGS.
5. GROUT ALL DOGHOUSES INSIDE AND OUT AND LIFT HOLES TO INSPECTORS APPROVAL.
6. DOGHOUSE OPENING SHALL NOT BE MORE THAN 4" LARGER THAN THE PIPE.
7. RUBBERIZED BITUMASTIC SEALER USED AT ALL JOINTS.
8. NO MANHOLE STEPS ALLOWED.
9. 2", 4" AND 6"ADJUSTING RINGS ARE ACCEPTABLE.
10. BLOCK MANHOLES SHALL NOT BE ALLOWED WITHOUT PRIOR APPROVAL FROM CITY ENGINEER.

STANDARD DETAIL NO. STM-01	STORM STANDARD MANHOLE	APPROVAL 12/7 20 17 CITY ENGINEER	CITY OF RICHFIELD ENGINEERING DIVISION

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Project No.: 221-0591.343

CERTIFICATION

NOT FOR CONSTRUCTION 11-18-2025

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.

Name
License No.
Expiration Date
Date Signed

PROJECT FOR
MICC
LEARNING CENTER

Project No.	3233.001.02
Drawn By	BQ
Checked By	NPA
Date	11/18/2025

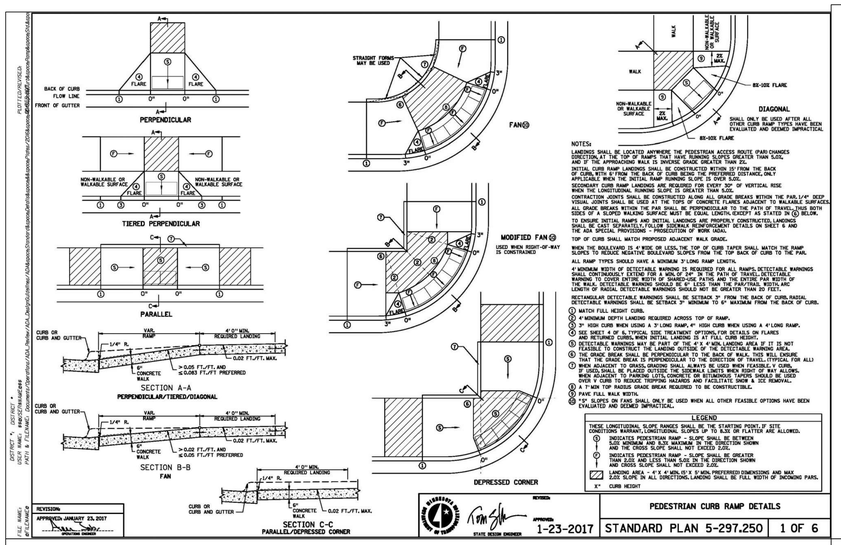
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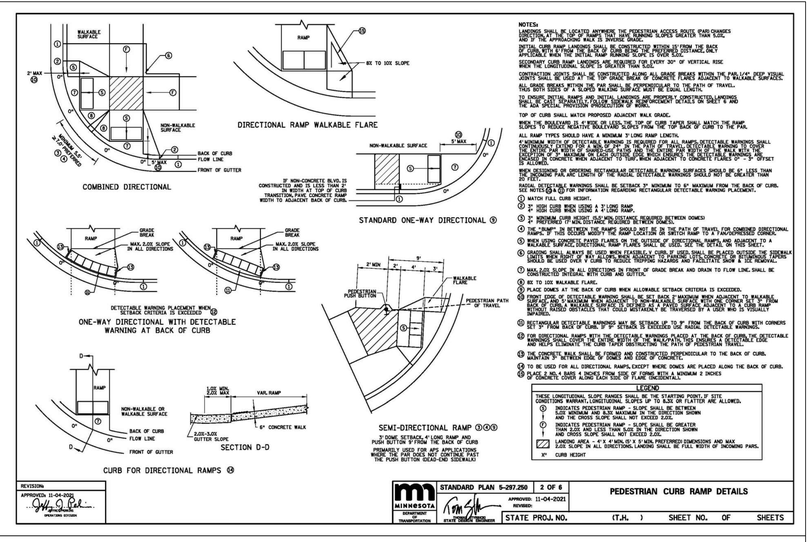
ISSUES / REVISIONS

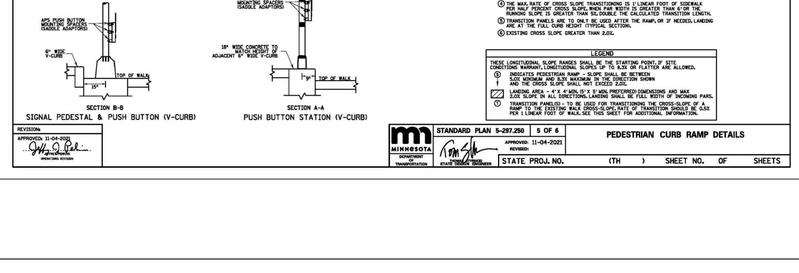
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	10/29/25	SCHEMATIC DESIGN-PRICING PACKAGE
	11/18/25	LAND USE APPLICATION REV1

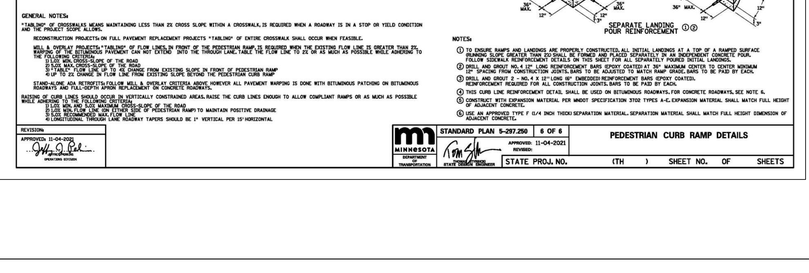
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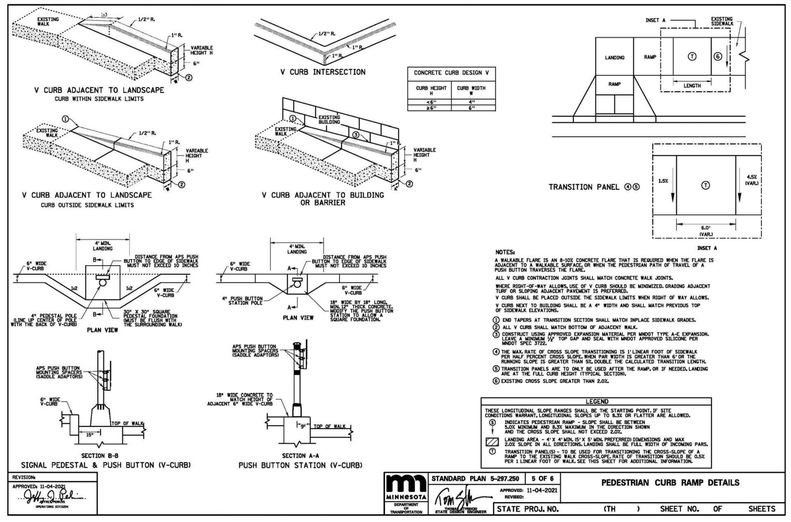
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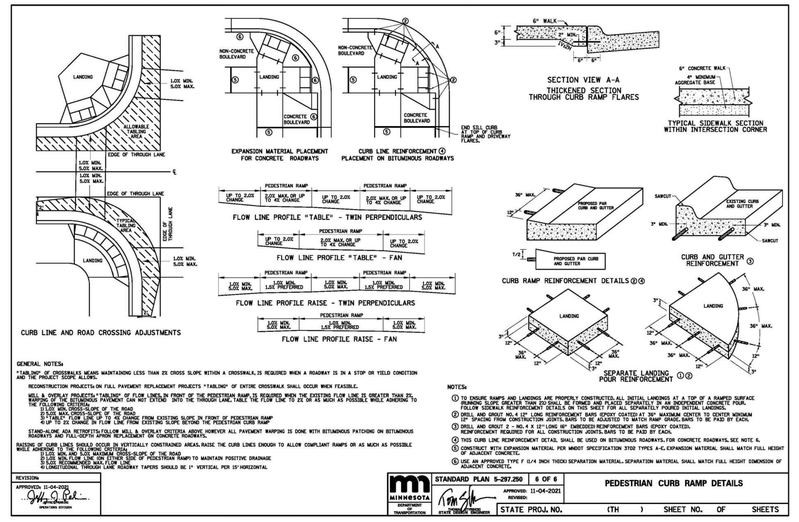












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CERTIFICATION

NOT FOR CONSTRUCTION 11-18-2025

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.

Name
License No.
Expiration Date
Date Signed

PROJECT FOR
MICC
LEARNING CENTER

Project No.	3233.001.02
Drawn By	BQ
Checked By	NPA
Date	11/18/2025

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ISSUES / REVISIONS

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MNDOT DETAILS

C502

SWPPP NOTES

1. THE NATURE OF THIS PROJECT WILL CONSIST OF CONSTRUCTING A NEW 15,000 SQUARE FOOT BUILDING, SUBSURFACE INFILTRATION BASIN, NEW BITUMINOUS PARKING LOT, PREPARING THE SITE FOR A FUTURE RESIDENTIAL BUILDING, AND OTHER ASSOCIATED SITE IMPROVEMENTS.

2. THE INTENDED SEQUENCING OF MAJOR CONSTRUCTION ACTIVITIES ARE AS FOLLOWS:
   - 2.1. INSTALL VEHICLE TRACKING BMP.
   - 2.2. INSTALL SILT FENCE & INLET PROTECTION AROUND SITE.
   - 2.3. CLEAR AND GRUB SITE.
   - 2.4. STRIP AND STOCKPILE TOPSOIL.
   - 2.5. REMOVE PAVEMENTS AND UTILITIES.
   - 2.6. ROUGH GRADE SITE.
   - 2.7. IMPORT CLEAN FILL OR EXPORT CUT FOR SITE BALANCE.
   - 2.8. INSTALL UTILITIES.
   - 2.9. INSTALL BUILDING FOUNDATIONS (AS REQUIRED).
   - 2.10. INSTALL CURB AND GUTTER (AS REQUIRED).
   - 2.11. INSTALL PAVEMENTS AND WALKS (AS REQUIRED).
   - 2.12. FINAL GRADE SITE.
   - 2.13. SEED AND MULCH.
   - 2.14. INSTALL BIO-ROLLS OR SILT FENCE AT BACK OF CURB OR PAVEMENT, AS NECESSARY THROUGH BUILDING CONSTRUCTION PROCESS.
   - 2.15. WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND THE SITE IS STABILIZED, REMOVE SILT FENCE AND RESEED ANY AREAS DISTURBED BY THE REMOVAL.
   - 2.16. ENSURE FINAL STABILIZATION MEASURE ARE COMPLETE.
   - 2.17. PROVIDE DIGITAL COPY OF ALL FIELD SWPPP DOCUMENTATION INCLUDING INSPECTION REPORTS AND SWPPP REVISIONS TO THE OWNER.
   - 2.18. SUBMIT NOTICE OF TERMINATION TO MPCA. NOTE: THE NOTICE OF TERMINATION MUST BE SUBMITTED TO MPCA BEFORE FINAL STABILIZATION IS CONSIDERED COMPLETE.

3. SITE DATA:

3.1.	SITE ADDRESS:	NORTHEAST CORNER OF MORGAN AVENUE & 76TH STREET, 1.27 ACRES
3.2.	SITE AREA:	1.27 ACRES
3.3.	AREA OF DISTURBANCE:	1.57 ACRES
3.4.	PRE-CONSTRUCTION IMPERVIOUS AREA:	0.32 ACRES
3.5.	POST-CONSTRUCTION IMPERVIOUS AREA:	0.77 ACRES
3.6.	PLANNED CONSTRUCTION START DATE:	TBD
3.7.	ESTIMATED CONSTRUCTION COMPLETION DATE:	TBD

   GENERAL SOIL TYPE: POORLY GRADED SANDS (SP), SILTY SANDS (SM), AND POORLY GRADED SANDS WITH SILT (SP-SM) PER SOIL BORINGS

4. THE LOCATION OF AREAS NOT TO BE DISTURBED MUST BE IDENTIFIED WITH FLAGS, STAKES, SIGNS, SILT FENCE, ETC. BEFORE CONSTRUCTION BEGINS.

5. NO DRAINAGE AREA TO BE MORE THAN FIVE (5) ACRES OF RUNOFF CAUSING THE NEED FOR A TEMPORARY SEDIMENT BASIN.

6. THE LOCATION OF INFILTRATION SYSTEMS SHALL BE CLEARLY MARKED ON SITE AND COMPACTION OF UNDERLYING SOILS SHALL BE AVOIDED. HEAVY EQUIPMENT, CONSTRUCTION TRAFFIC, CONSTRUCTION STAGING, AND ANY OTHER ACTIVITY RESULTING IN COMPACTION SHALL BE KEPT OUT OF THE INFILTRATION PRACTICE. HEAVY EQUIPMENT SHALL NOT BE USED TO EXCAVATE INFILTRATION SYSTEMS UNLESS WORK IS COMPLETED FROM OUTSIDE OF THE INFILTRATION PRACTICE.

7. ALL DISTURBED GROUND LEFT INACTIVE FOR SEVEN (7) OR MORE DAYS SHALL BE STABILIZED BY SEEDING OR SODDING (ONLY AVAILABLE PRIOR TO SEPTEMBER 15) OR BY MULCHING OR COVERING OR OTHER EQUIVALENT CONTROL MEASURE.

8. ON SLOPES 3:1 OR GREATER, MAINTAIN SHEET FLOW AND MINIMIZE RILLS AND/OR GULLIES. SLOPE LENGTHS SHALL BE NO GREATER THAN 75 FEET.

9. ALL STORM DRAINS AND INLETS MUST BE PROTECTED UNTIL ALL SOURCES OF POTENTIAL DISCHARGE ARE STABILIZED.

10. TEMPORARY SOIL STOCKPILES MUST HAVE EFFECTIVE SEDIMENT CONTROL AND CAN NOT BE PLACED IN SURFACE WATERS OR STORM WATER CONVEYANCE SYSTEMS. TEMPORARY STOCKPILES WITHOUT SIGNIFICANT AMOUNT OF SILT, CLAY, OR ORGANIC COMPOUNDS ARE EXEMPT EX: CLEAN AGGREGATE STOCKPILES, DEMOLITION CONCRETE STOCKPILES, SAND STOCKPILES.

11. SEDIMENT LADEN WATER MUST BE DISCHARGED TO A SEDIMENTATION BASIN WHENEVER POSSIBLE. IF NOT POSSIBLE, IT MUST BE TREATED WITH THE APPROPRIATE BMP'S.

12. SOLID WASTES MUST BE STORED, COLLECTED AND DISPOSED OF PROPERLY PER MPCA STANDARDS.

13. EXTERNAL WASHING OF CONSTRUCTION VEHICLES MUST BE LIMITED TO A DEFINED AREA OF THE SITE. RUNOFF MUST BE PROPERLY CONTAINED.

14. NO ENGINE DEGREASING IS ALLOWED ON SITE.

15. IN THE EVENT OF ENCOUNTERING A WELL OR SPRING DURING CONSTRUCTION, CONTRACTOR TO CEASE CONSTRUCTION ACTIVITY AND NOTIFY ENGINEER.

16. THE OWNER WHO SIGNS THE NPDES PERMIT APPLICATION IS A PERMITTEE AND IS RESPONSIBLE FOR COMPLIANCE WITH ALL TERMS AND CONDITIONS OF THE PERMIT. THE OPERATOR (CONTRACTOR) WHO SIGNS THE NPDES PERMIT APPLICATION IS A PERMITTEE FOR PARTS 2.8-2.7, PART 5, PART 6, AND APPLICABLE CONSTRUCTION ACTIVITY REQUIREMENTS FOUND IN APPENDIX A, PART C OF THE NPDES PERMIT AND IS JOINTLY RESPONSIBLE WITH THE OWNER FOR COMPLIANCE WITH THOSE PORTIONS OF THE PERMIT.

17. DOCUMENT RETENTION: PERMITTEE(S) MUST MAKE THE SWPPP, INCLUDING ALL INSPECTION REPORTS, MAINTENANCE RECORDS, TRAINING RECORDS AND OTHER INFORMATION REQUIRED BY THIS PERMIT, AVAILABLE TO FEDERAL, STATE, AND LOCAL OFFICIALS WITHIN THREE (3) DAYS UPON REQUEST FOR THE DURATION OF THE PERMIT AND FOR THREE (3) YEARS FOLLOWING THE NOTICE OF TERMINATION.

18. SWPPP AMENDMENTS AND SUBMITTALS:
   - 18.1. CONTRACTOR MUST PREPARE AND SUBMIT TO THE ENGINEER A SWPPP AMENDMENT AS NECESSARY TO INCLUDE ADDITIONAL BEST MANAGEMENT PRACTICES (BMP'S) TO CORRECT PROBLEMS IDENTIFIED OR ADDRESS THE FOLLOWING SITUATIONS:
     - 18.1.1. UPDATE CONTRACT INFORMATION AND TRAINING DOCUMENTATION FOR CONSTRUCTION SWPPP MANAGER AND BMP INSTALLER.
     - 18.1.2. THERE IS A CHANGE IN CONSTRUCTION METHOD OF PHASING, OPERATION, MAINTENANCE, WEATHER OR SEASONAL CONDITIONS NOT ANTICIPATED DURING THE DESIGN OF THE SWPPP INCLUDING BUT NOT LIMITED TO:
       - 18.1.2.1. TYPES AND/OR LOCATION OF BMP'S
       - 18.1.2.2. MATERIAL STORAGE AND SPILL RESPONSE
       - 18.1.2.3. FUELING PLANS
       - 18.1.2.4. LOCATION FOR STOCKPILES, CONCRETE WASHOUT, AND SANITATION FACILITIES
       - 18.1.2.5. PROJECT PHASING
     - 18.1.3. IT IS DETERMINED THAT THE SWPPP IS NOT ACHIEVING OBJECTIVES OF MINIMIZING POLLUTANTS IN STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES.
     - 18.1.4. THE SWPPP IS NOT CONSISTENT WITH THE TERMS AND CONDITIONS OF THE PERMIT.
     - 18.1.5. THERE IS A CHANGE IN DESIGN, OPERATION, MAINTENANCE, WEATHER OR SEASONAL CONDITIONS THAT HAS A SIGNIFICANT EFFECT ON DISCHARGE.
   - 18.2. THE CONTRACTOR MAY IMPLEMENT SWPPP AMENDMENTS IMMEDIATELY AND IS NOT REQUIRED TO WITH FOR ENGINEER REVIEW OF THE SUBMITTAL. THE RESPONSIBILITY FOR COMPLETENESS OF SWPPP AMENDMENTS AND COMPLIANCE WITH THE PERMIT LIES WITH THE CONTRACTOR. REVIEW, COMMENT, OR LACK OF COMMENT BY THE ENGINEER ON A SWPPP AMENDMENT SHALL NOT ABSOLVE THE RESPONSIBILITIES OF THE CONTRACTOR IN ANY WAY.
   - 18.3. IF A CHANGE ORDER IS ISSUED FOR A DESIGN CHANGE THE SWPPP AMENDMENT WILL BE PREPARED BY THE ENGINEER AND INCLUDED IN THE CHANGE ORDER.
   - 18.4. IN ADDITION TO SWPPP AMENDMENTS, THE CONTRACT SHALL SUBMIT TO THE ENGINEER WEEKLY EROSION AND SEDIMENT CONTROL SCHEDULE MEETING THE REQUIREMENTS OF MNDOT 1717.
   - 18.5. THE CONTRACTOR SHALL KEEP COPIES OF ALL SWPPP AMENDMENTS, WEEKLY EROSION AND SEDIMENT CONTROL SCHEDULES, INSPECTION LOGS, AND MAINTENANCE LOGS WITH THE FILED COPY OF THE SWPPP. A PDF COP OF THESE DOCUMENTS WILL BE PROVIDED ALONG WITH A COPY OF THE FINAL FIELD COPY OF THE SWPPP TO THE ENGINEER ALONG WITH THE SIGNED NOTICE OF TERMINATION WHEN FINAL STABILIZATION IS COMPLETE.

19. INSPECTION & MAINTENANCE
   - 19.1. A TRAINED PERSON SHALL ROUTINELY INSPECT THE ENTIRE SITE AT THE TIME INTERVAL INDICATED ON THIS SHEET OF THE SWPPP DURING ACTIVE CONSTRUCTION AND WITHIN 24-HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS.
   - 19.2. ALL INSPECTIONS AND MAINTENANCE CONDUCTED DURING CONSTRUCTION MUST BE RECORDED ON THE DAY IT IS COMPLETED AND RETAINED WITH THE SWPPP. INSPECTION REPORT FORMS WILL BE PROVIDED BY THE CONTRACTOR BUT A TEMPLATE CAN BE PROVIDED BY THE ENGINEER UPON REQUEST.
   - 19.3. THE CONTRACTOR MAY REQUEST A CHANGE IN INSPECTION SCHEDULE FOR THE FOLLOWING CONDITIONS:
     - 19.3.1. INSPECTION OF AREAS WITH PERMANENT COVER TO BE REDUCED TO ONCE PER MONTH,
     - 19.3.2. INSPECTION OF AREAS THAT HAVE PERMANENT COVER AND HAVE NO CONSTRUCTION ACTIVITY FOR 12 MONTHS TO BE SUSPENDED UNTIL CONSTRUCTION RESUMES,
     - 19.3.3. INSPECTION OF AREAS WHERE CONSTRUCTION IS SUSPENDED DUE TO FROZEN GROUND CONDITIONS, INSPECTION TO BE SUSPENDED UNTIL THE EARLIER OF WITHIN 24 HOURS OF RUNOFF OCCURRING, OR UPON RESUMING CONSTRUCTION.
   - 19.4. NO CHANGE IN INSPECTION SCHEDULE SHALL OCCUR UNTIL AUTHORIZED BY THE ENGINEER
   - 19.5. INSPECTIONS MUST INCLUDE:
     - 19.5.1. ALL EROSION PREVENTION AND SEDIMENT CONTROL BMP'S AND POLLUTION MANAGEMENT MEASURES TO ENSURE INTEGRITY AND EFFECTIVENESS.
     - 19.5.2. SURFACE WATERS, INCLUDING DRAINAGE DITCHES AND CONVEYANCE SYSTEMS FOR EVIDENCE OF EROSION AND SEDIMENT DEPOSITION.
     - 19.5.3. CONSTRUCTION SITE VEHICLE EXIT LOCATIONS, STREETS AND CURB AND GUTTER SYSTEMS WITHIN AND ADJACENT TO THE PROJECT FOR SEDIMENTATION FROM EROSION OR TRACKED SEDIMENT FROM VEHICLES.
     - 19.5.4. INFILTRATION AREAS TO ENSURE THAT NO SEDIMENT FROM ONGOING CONSTRUCTION ACTIVITY IS REACHING THE INFILTRATION AREA AND THAT EQUIPMENT IS NOT BEING DRIVEN ACROSS THE INFILTRATION AREA.
   - 19.6. PERMITTEES MUST OBTAIN RAINFALL AMOUNTS BY EITHER A PROPERLY MAINTAINED RAIN GUAGE INSTALLED ONSITE, A WEATHER STATION THAT IS WITHIN ONE (1) MILE OF THE SITE LOCATION, OR A WEATHER REPORTING SYSTEM THAT PROVIDES SITE SPECIFIC RAINFALL DATA FROM RADAR SUMMARIES.
   - 19.7. ALL NON-FUNCTIONING BMP'S AND THOSE BMP'S WHERE SEDIMENT REACHES ONE-HALF (1/2) OF THE DEPTH OF THE BMP, OR IN THE CASE OF SEDIMENT BASINS ONE-HALF (1/2) OF THE STORAGE VOLUME, MUST BE REPAIRED, REPLACED, OR SUPPLEMENTED BY THE END OF THE NEXT BUSINESS DAY AFTER DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW.
   - 19.8. PERMITTEES MUST REPAIR, REPLACE OR SUPPLEMENT ALL NONFUNCTIONAL BMP'S WITH FUNCTIONAL BMP'S BY THE END OF THE NEXT BUSINESS DAY AFTER DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW.
   - 19.9. ANY SEDIMENT THAT ESCAPES THE SITE MUST BE REMOVED AND THE AREA STABILIZED WITHIN 7 CALENDAR DAYS OF DISCOVERY UNLESS PRECLUDED BY LEGAL, REGULATORY, OR PHYSICAL ACCESS IN WHICH CASE THE WORK SHALL BE COMPLETED WITHIN 7 CALENDAR DAYS OF AUTHORIZATION. PAVED SURFACES SUCH AS STREETS SHALL HAVE ANY ESCAPED OR TRACKED SEDIMENT REMOVED BY THE END OF THE DAY THAT IT IS DISCOVERED. SEDIMENT RELEASE, OTHER THAN PAVED SURFACES THAT CAN BE CLEANED UP WITH STREET SWEEPING SHALL BE REPORTED IMMEDIATELY UPON DISCOVERY TO THE ENGINEER.
   - 19.10. SILT FENCE TO BE REPAIRED, REPLACED, SUPPLEMENTED WHEN NONFUNCTIONAL, OR 1/3 FULL, WITHIN 24 HOURS.

20. CONCRETE WASHOUT AREA:
   - 20.1. CONTRACTOR TO PROVIDE PORTABLE OR PREFABRICATED CONCRETE WASH-OUT CONTAINER WITH RAIN PROTECTION.
   - 20.2. CONCRETE WASH-OUT TO BE IDENTIFIED WITH SIGNAGE STATING "CONCRETE WASHOUT AREA DO NOT OVERFILL".
   - 20.3. CONCRETE WASH-OUT WATER NEEDS TO BE PUMPED WITHIN 24 HOURS OF STANDING WATER IN WASH-OUT AREA.

21. POLLUTION PREVENTION AND OTHER BMP'S:
   - 21.1. PESTICIDES, HERBICIDES, FERTILIZERS, TREATMENT CHEMICALS, ETC. MUST BE UNDER COVER.
   - 21.2. HAZARDOUS MATERIALS (OIL, GAS, PAINT, ETC.) MUST BE PROPERLY STORED IN SEALED CONTAINERS AND MEET STATE SECONDARY CONTAINMENT REQUIREMENTS.
   - 21.3. PORTABLE TOILETS MUST BE SECURED.
   - 21.4. ADEQUATE SPILL RESPONSE KIT AND DISPOSAL PLAN ON-SITE. SPILLS MUST BE CLEANED UP IMMEDIATELY.
   - 21.5. ALL MPCA LIQUID AND SOLID WASTE (CONCRETE, STUCCO, PAINT, CURES, ETC) WASHOUT REQUIREMENTS MUST BE MET ON SITE.

22. EROSION PREVENTION PRACTICES:
   - 22.1. STORM WATER CONVEYANCE CHANNELS SHALL BE ROUTED AROUND UNSTABILIZED AREAS. EROSION CONTROLS AND VELOCITY DISSIPATION DEVICES SHALL BE USED AT OUTLETS WITHIN AND ALONG THE LENGTH OF ANY CONSTRUCTED CONVEYANCE CHANNEL.
   - 22.2. THE NORMAL WETTED PERIMETER OF ALL DITCHES OR SWALES, INCLUDING STORM WATER MANAGEMENT POND SLOPES, THAT DRAIN WATERS FROM THE SITE MUST BE STABILIZED WITHIN 200' OF ANY PROPERTY EDGE OR DISCHARGE POINT, INCLUDING STORM SEWER INLETS, WITHIN 24 HOURS OF CONNECTION.
   - 22.3. TEMPORARY OR PERMANENT DITCHES OR SWALES USED AS SEDIMENT CONTAINMENT DURING CONSTRUCTION DO NOT NEED TO BE STABILIZED DURING TEMPORARY PERIOD OF USE AND SHALL BE STABILIZED WITHIN 24 HOURS AFTER NO LONGER USED AS SEDIMENT CONTAINMENT.
   - 22.4. MULCH, HYDROMULCH, TACKIFIER, OR OTHER SIMILAR PRACTICE SHALL NOT BE USED IN ANY PORTION OF THE WETTED PERIMETER OF A TEMPORARY OR PERMANENT DRAINAGE DITCH OR SWALE SECTION WITH A CONTINUOUS SLOPE OF GREATER THAN 2 PERCENT.
   - 22.5. ENERGY DISSIPATION SHALL BE INSTALLED AT ALL TEMPORARY OR PERMANENT PIPE OUTLETS WITHIN 24 HOURS OF CONNECTION TO A SURFACE WATER OR PERMANENT STORM WATER TREATMENT SYSTEM.
   - 22.6. THE CONTRACTOR SHALL PHASE CONSTRUCTION AND USE CONSTRUCTION METHODS TO THE EXTENT PRACTICAL TO MINIMIZE EXPOSED SOILS. THE PROJECT PHASING SHALL BE DOCUMENTED IN THE WEEKLY EROSION AND SEDIMENT CONTROL SCHEDULE.

23. SEDIMENT CONTROL PRACTICES:
   - 23.1. DOWN GRADIENT BMP'S, INCLUDING PERIMETER BMP'S, MUST BE IN PLACE BEFORE UP GRADIENT LAND-DISTURBING ACTIVITIES BEGIN AND SHALL REMAIN IN PLACE UNTIL FINAL STABILIZATION.
   - 23.2. ALL BMP'S THAT HAVE BEEN ADJUSTED OR REMOVED TO ACCOMMODATE SHORT-TERM ACTIVITIES SHALL BE REINSTALLED OR REPLACED THE EARLIER OF THE END OF THE WORK DAY OR BEFORE THE NEXT PRECIPITATION EVENT, EVEN IF THE ACTIVITY IS NOT COMPLETE.
   - 23.3. INLET BMP'S MAY BE REMOVED FOR SPECIFIC SAFETY CONCERNS. THE BMP'S SHALL BE REPLACED AS SOON AS THE SAFETY CONCERN IS RESOLVED. THE REMOVAL SHALL BE DOCUMENTED IN THE SWPPP AS A SWPPP AMENDMENT.
   - 23.4. TEMPORARY STOCKPILES MUST HAVE SEDIMENT CONTROL BMP'S. THE CONTRACTOR SHALL PREPARE AND SUBMIT TO THE ENGINEER A SWPPP AMENDMENT SHOWING THE LOCATION OF TEMPORARY STOCKPILES AND THE BMP'S FOR EACH STOCKPILE. THE SWPPP AMENDMENT MUSH MEET THE MINIMUM REQUIREMENTS OF SECTION 9 OF THE PERMIT.
   - 23.5. SOIL COMPACTION SHALL BE MINIMIZED AND TOPSOIL SHALL BE PRESERVED, UNLESS INFEASIBLE OR IF CONSTRUCTION ACTIVITIES DICTATE SOIL COMPACTION OR TOPSOIL STRIPPING.
   - 23.6. THE USE OF POLYMERS, FLOCCULANTS, OR OTHER SEDIMENTATION TREATMENT CHEMICALS ARE NOT PROPOSED AS PART OF THIS SWPPP AS DESIGNED BY THE ENGINEER. IF METHODS OR PHASING OF CONSTRUCTION REQUIRE THE USE OF ANY OF THESE CHEMICALS, THE CONTRACTOR SHALL PREPARE AND SUBMIT TO THE ENGINEER A SWPPP AMENDMENT THAT MEETS THE MINIMUM REQUIREMENTS OF SECTION 09 OF THE PERMIT.

24. TEMPORARY SEDIMENTATION BASIN:
   - 24.1. A TEMPORARY SEDIMENTATION BASIN HAS NOT BEEN INCLUDED IN THIS SWPPP AS DESIGNED BY THE ENGINEER. IF A BASIN IS LATER DETERMINED TO BE DESIRABLE OR NECESSARY, THE CONTRACTOR SHALL PREPARE AND SUBMIT TO THE ENGINEER A SWPPP AMENDMENT. TEMPORARY SEDIMENTATION BASINS SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS OF SECTION 14 OF THE PERMIT AND SHALL INCLUDE A BASIN DRAINING PLAN MEEDING OR EXCEEDING THE MINIMUM REQUIREMENTS OF SECTION 10 OF THE PERMIT. WHERE THE SITE DISCHARGES TO SPECIAL AND/OR IMPAIRED WATERS, THE SWPPP AMENDMENT SHALL ALSO MEET OR EXCEED THE MINIMUM REQUIREMENTS OF SECTION 23 OF THE PERMIT.

25. DEWATERING:
   - 25.1. A DEWATERING PLAN HAS NOT BEEN INCLUDED IN THIS SWPPP AS DESIGNED BY THE ENGINEER. IF DEWATERING IS REQUIRED FOR THIS PROJECT, THE CONTRACTOR SHALL PREPARE AND SUBMIT TO THE ENGINEER A SWPPP AMENDMENT. ALL DEWATERING SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS OF SECTION 10 OF THE PERMIT.

26. FINAL STABILIZATION:
   - 26.1. FINAL STABILIZATION IS NOT COMPLETE UNTIL ALL THE FOLLOWING REQUIREMENTS HAVE BEEN MET:
     - 26.1.1. SUBSTANTIAL COMPLETION HAS BEEN REACHED AND NO GROUND DISTURBING ACTIVITIES ARE ANTICIPATED.
     - 26.1.2. PERMANENT COVER HAS BEEN INSTALLED WITH AN ESTABLISHED MINIMUM UNIFORM PERENNIAL VEGETATION DENSITY OF 70 PERCENT OF ITS EXPECTED FINAL GROWTH. VEGETATION IS NOT REQUIRED IN AREAS WHERE NO VEGETATION IS PROPOSED BY THIS PROJECT SUCH AS IMPERVIOUS SURFACES OR THE BASE OF A SAND FILTER.
     - 26.1.3. ACCUMULATED SEDIMENT HAS BEEN REMOVED FROM ALL PERMANENT STORM WATER TREATMENT SYSTEMS AS NECESSARY TO ENSURE THE SYSTEM IS OPERATING AS DESIGNED.
     - 26.1.4. ALL SEDIMENT HAS BEEN REMOVED FROM CONVEYANCE SYSTEMS.
     - 26.1.5. ALL TEMPORARY SYNTHETIC EROSION PREVENTION AND SEDIMENT CONTROL BMP'S HAVE BEEN REMOVED. BMP'S DESIGNATED ON THE SWPPP TO REMAIN TO DECOMPOSE ON-SITE MAY REMAIN.
     - 26.1.6. FOR RESIDENTIAL CONSTRUCTION ONLY, PERMIT COVERAGE TERMINATES ON INDIVIDUAL LOTS IF THE STRUCTURES ARE FINISHED AND TEMPORARY EROSION PREVENTION AND DOWNGRADIENT PERIMETER CONTROL IS COMPLETE, THE RESIDENCE SELLS TO THE HOMEOWNER, AND THE PERMITTEE DISTRIBUTES THE MPCA'S "HOMEOWNER FACT SHEET" TO THE HOMEOWNER.
     - 26.1.7. FOR AGRICULTURAL LAND ONLY (E.G., PIPELINES ACROSS CROPLAND), THE DISTURBED LAND MUST BE RETURNED TO ITS PRE-CONSTRUCTION AGRICULTURAL USE PRIOR TO SUBMITTING THE NOTICE OF TERMINATION.

27. TERMINATION OF COVERAGE:
   - 27.1. PERMITTEE(S) WISHING TO TERMINATE COVERAGE MUST SUBMIT A NOTICE OF TERMINATION TO THE MPCA. ALL PERMITTEE(S) MUST SUBMIT A NOTICE OF TERMINATION WITHIN 30 DAYS AFTER ONE OR MORE OF THE FOLLOWING CONDITIONS HAVE BEEN MET:
     - 27.1.1. FINAL STABILIZATION, PER SECTION 9 OF THE PERMIT HAS BEEN ACHIEVED ON ALL PORTIONS OF THE SITE FOR WHICH THE PERMITTEE IS RESPONSIBLE.
     - 27.1.2. TRANSFER OF OWNERSHIP AS DESCRIBED IN THE PERMIT.

RESPONSIBLE PARTIES

THE CONTRACTOR AND OWNER WILL BE JOINT APPLICANTS UNDER THE MPCA'S GENERAL STORMWATER PERMIT FOR CONSTRUCTION ACTIVITY AS REQUIRED BY THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PHASE II PROGRAM.

THE CONTRACTOR SHALL PROVIDE ONE OR MORE TRAINED CONSTRUCTION SWPPP MANAGER(S) KNOWLEGEABLE AND EXPERIENCED IN THE APPLICATION OF EROSION PREVENTION AND SEDIMENT CONTROL BMP'S THAT WILL OVERSEE THE IMPLEMENTATION OF THE SWPPP, AND THE INSTALLATION, INSPECTION AND MAINTENANCE OF THE EROSION PREVENTION AND SEDIMENT CONTROL BMP'S.

A CONSTRUCTION SWPPP MANAGER MUST BE AVAILABLE FOR AN ON-SITE INSPECTION WITHIN 72 HOURS UPON REQUEST BY THE MPCA.

THE SWPPP DESIGNER, CONSTRUCTION SWPPP MANAGER, AND BMP INSTALLER MUST HAVE APPROPRIATE TRAINING. DOCUMENTATION SHOWING TRAINING COMMENSURATE WITH THE JOB DUTIES AND RESPONSIBILITIES IS REQUIRED TO BE INCLUDED IN THE SWPPP PRIOR TO ANY WORK BEGINNING ON THE SITE. TRAINING DOCUMENTATION FOR THE SWPPP DESIGNER IS INCLUDED BELOW. THE CONTRACTOR SHALL ATTACH TRAINING DOCUMENTATION TO THIS SWPPP FOR THE CONSTRUCTION SWPPP MANAGER AND BMP INSTALLER PRIOR TO THE START OF CONSTRUCTION. THIS INFORMATION SHALL BE KEPT UP TO DATE UNTIL THE PROJECT NOTICE OF TERMINATION IS FILED.

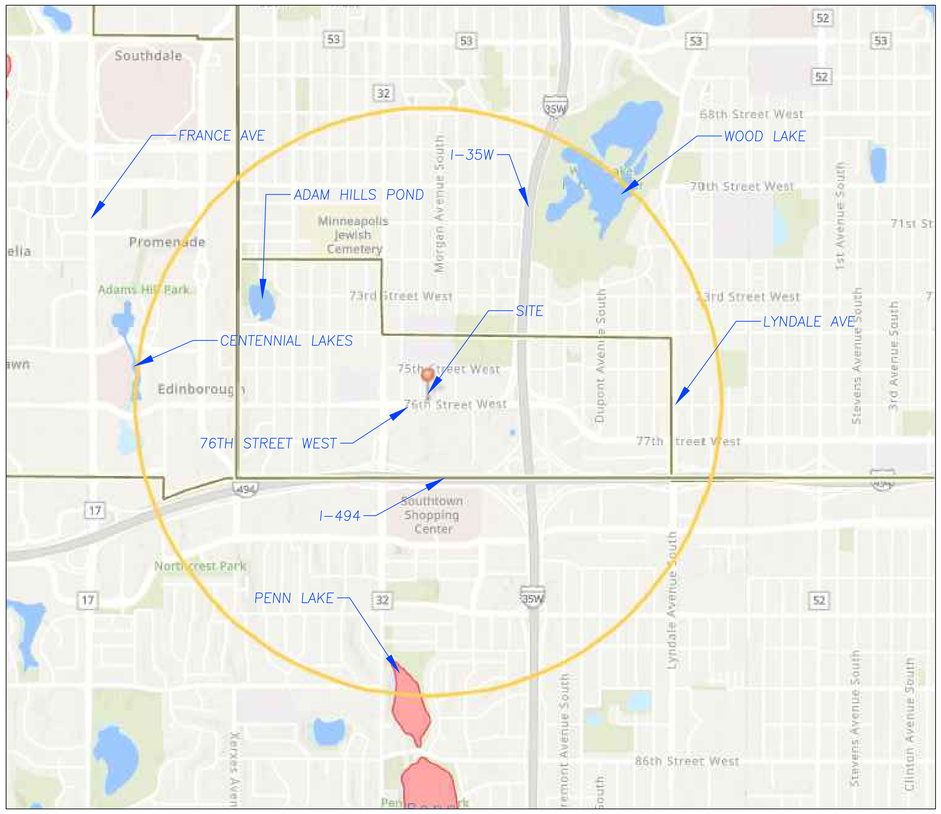
OWNER:
BY: XXXXXXXXXXXX
NAME: XXXXXXXXXXXX
TITLE: XXXXXXXXXXXX
PHONE: XXXXXXXXXXXX
EMAIL: XXXXXXXXXXXX

SWPPP DESIGNER:
BY: REHDER & ASSOCAITES, INC.
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TITLE: PROJECT ENGINEER
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UNIVERSITY OF MINNESOTA
Nick Adam
Design of Construction SWPPP (May 31 2028)

CONTRACTOR:
BY: TBD
NAME: TBD
TITLE: TBD
PHONE: TBD
EMAIL: TBD

SURFACE WATERS WITHIN 1-MILE OF SITE



RECEIVING WATERS

NAME OF WATER BODY	TYPE OF WATER BODY	SPECIAL WATER	IMPAIRED WATER
PENN LAKE	LAKE	NO	NO
WOOD LAKE	LAKE	NO	YES

MPCA COVERAGE LETTER (PROVIDED AT A LATER DATE)

PERMANENT STORMWATER MANAGEMENT SYSTEM

X	INFILTRATION/FILTRATION
	WET SEDIMENTATION BASIN
	REGIONAL PONDING
	X
	PERMANENT STORMWATER MANAGEMENT NOT REQUIRED

ESTIMATED BMP QUANTITIES

DESCRIPTION	QUANTITY	UNIT
ROCK CONSTRUCTION ENTRANCE (1" - 2" WASHED ROCK)	50	TONS
SILT FENCE	975	L.F.
INLET PROTECTION (PRE-CASTING)	2	EACH
INLET PROTECTION (POST-CASTING)	11	EACH
X		

SITE STABILIZATION COMPLETION:
STABILIZATION OF EXPOSED SOILS SHALL BEGIN IMMEDIATELY AND SHALL BE COMPLETED AFTER THE CONSTRUCTION ACTIVITY HAS TEMPORARILY OR PERMANENTLY CEASED NO LATER THAN: 7 DAYS

SITE INSPECTION INTERVAL:
A TRAINED PERSON SHALL ROUTINELY INSPECT THE ENTIRE CONSTRUCTION SITE DURING ACTIVE CONSTRUCTION AT AN INTERVAL OF NO MORE THAN: 7 DAYS

RSP Architects
1220 Marshall St NE
Minneapolis, MN
55413-1036
612.677.7100
rsparch.com

CONSULTANTS

REHDER & ASSOCIATES, INC.
Civil Engineers & Land Surveyors
3440 Federal Drive, Suite 110
Eagan, MN 55122
Telephone: 651-452-5051
www.rehder.com
Project No.: 221-0591.343

CERTIFICATION

NOT FOR CONSTRUCTION 11-18-2025

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.

Name
License No.
Expiration Date
Date Signed

PROJECT FOR
MICC LEARNING CENTER

Project No.	3233.001.02
Drawn By	BQ
Checked By	NPA
Date	11/18/2025

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ISSUES / REVISIONS

NO.	DATE	DESCRIPTION
	10/13/25	LAND USE APPLICATION
	10/29/25	SCHEMATIC DESIGN-PRICING PACKAGE
	11/18/25	LAND USE APPLICATION REV1

SWPPP

C600

ADJACENT PROPERTY

EXISTING GARAGE

ADJACENT PROPERTY

Block wall

PRIVACY FENCE, 1' OFF PROPERTY LINE

LANDSCAPE BUFFER

EV READY EV READY EV READY EV READY EV READY EV READY EV READY EV READY

22

PARKING

POLLINATOR GARDEN

INTERIOR PARKING LOT ISLAND
(5.5% OF PARKING LOT AREA)

8

3

EV

EV

EV CHARGING

LANDSCAPE PLANTING

BIKE HOOPS
6 SPACES

SWINGS

PERMEABLE SURFACE

LAWN

ENTRY PATH

SWING

RAISED GARDEN BEDS

BIKE HOOPS
8 SPACES

PERMEABLE SURFACE

PATIO

TRANSFORMER PAD
W/ SCREEN WALL / GATE

NEWTON AVE S

MORGAN AVE S

PUBLIC SIDEWALK

PUBLIC SIDEWALK

LOBBY ENTRY

PROPOSED MICC BUILDING

FUTURE DEVELOPMENT SITE

LAWN

EXISTING MAPLE

ENTRY PLAZA

LOBBY ENTRY

POLLINATOR GARDEN

TRANSIT PLAZA
(300 SF)

LANDSCAPE PLANTING

EXISTING SIGNAL POLE

MONUMENT SIGN

BIKE HOOPS
6 SPACES

SALT TOLERANT TURF TO BE USED IN BOULEVARDS

WEST 76TH ST

CREATION OF 6 FT. BLVD. FROM EXISTING SIDEWALK ZONE

0 5' 10' 20'

N

RSP

TLÂL-LI collaborative

ILLUSTRATIVE SITE PLAN

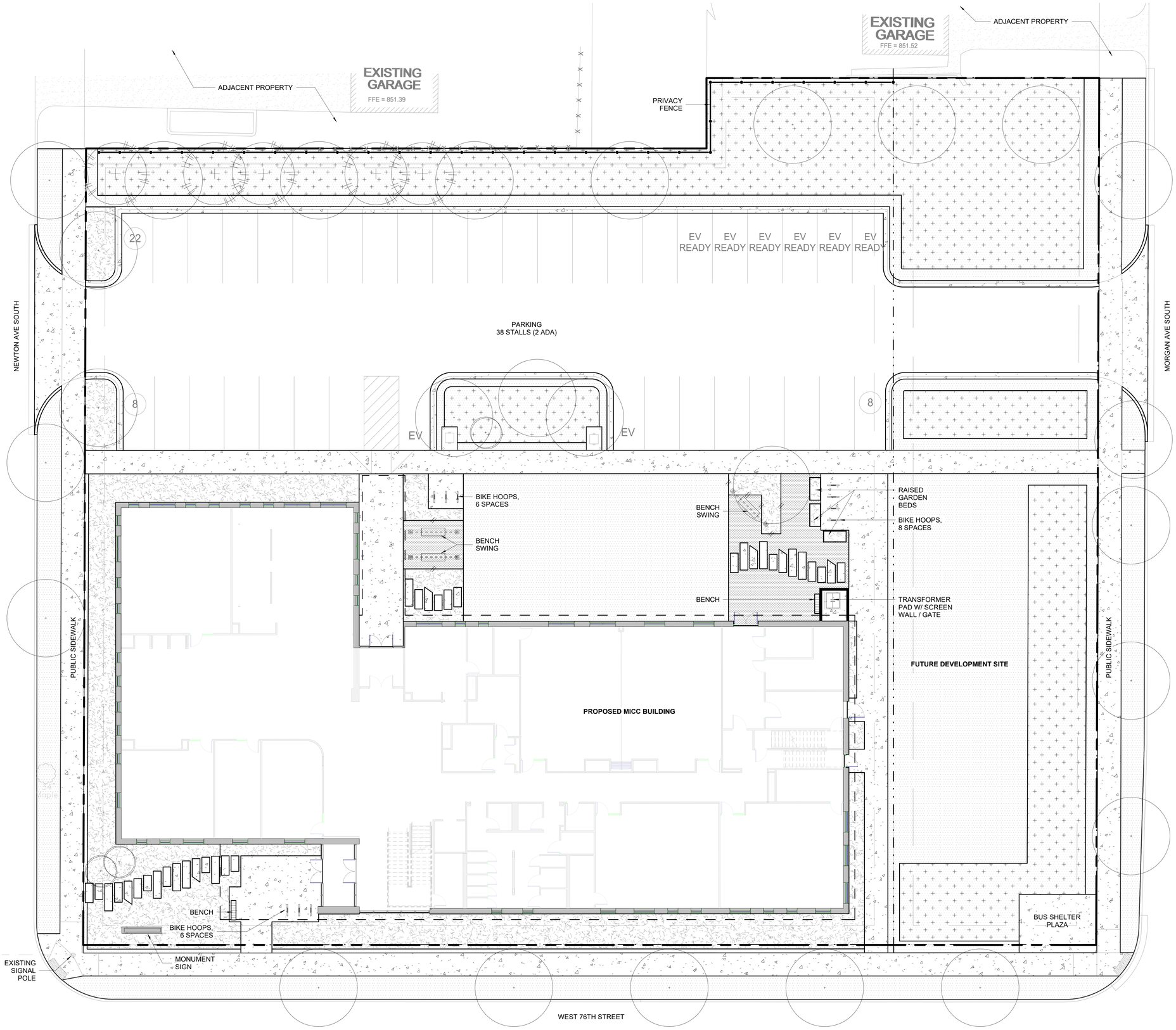
11.18.2025

NOTES:

- **PARKING LOT VEGETATED ISLANDS:**
  CODE REQUIREMENT:
  5% OF PAVED AREA
  PROPOSED:
  PAVED AREA: 14,618 SF
  VEG. ISLANDS: 800 SF (5.5%)

- **TREES:**
  CODE REQUIREMENT
  23 OVERSTORY
  20% (5) 4.5" CAL.
  20% (5) 3.5" CAL.
  60% (13) 2.5" CAL.
  ORNAMENTAL - 1.5" CAL.
  PROPOSED:
  40 OVERSTORY
  (26 ON PROP. 14 IN R.O.W.)
  TREES WILL MEET SIZING REQ'S.

- **BIKE PARKING:**
  CODE REQUIREMENT:
  20 SPACES FOR PARKING BONUS
  PROPOSED:
  20 SPACES
  LOCATED AT BUILDING ENTRANCES AND ALONG CIRCULATION ROUTES.



1 SITE PLAN
1" = 10'-0"

GENERAL NOTES

- CONTRACTOR SHALL ASSURE COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS GOVERNING THE WORK AND/OR MATERIALS SUPPLIED.
- CONTRACTOR MUST COORDINATE ALL PHASES OF CONSTRUCTION WORK INCLUDING ITEMS DONE BY OTHERS THAT MAY IMPACT CONSTRUCTION INCLUDED IN CONTRACT.
- CONTRACTOR SHALL INSPECT THE SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS RELATING TO THE NATURE AND SCOPE OF WORK.
- ALL EXISTING CONDITIONS SHOWN IN THE LANDSCAPE DRAWINGS ARE BASED ON INFORMATION SUPPLIED TO LANDSCAPE ARCHITECT BY OTHERS. TLALLI COLLABORATIVE, LLC OFFERS NO GUARANTEE, EITHER EXPRESSED OR IMPLIED, FOR THE ACCURACY OR RELIABILITY OF THE INDICATED EXISTING CONDITIONS.
- CONTRACTOR SHALL FIELD VERIFY ALL CRITICAL EXISTING CONDITIONS INCLUDING, BUT NOT LIMITED TO, EXISTING BUILDING LOCATIONS, UTILITY LOCATIONS AND INVERT ELEVATIONS, AND EXISTING SITE GRADES PRIOR TO THE START OF WORK.
- CONTRACTOR SHALL VERIFY ALIGNMENT AND LOCATION OF UNDERGROUND AND ABOVE GRADE UTILITIES AND PROVIDE THE NECESSARY PROTECTION FOR SAME BEFORE CONSTRUCTION / MATERIAL INSTALLATION BEGINS
- CONTRACTOR SHALL VERIFY PLAN LAYOUT AND DIMENSIONS SHOWN IN THE PLANS AND BRING TO THE ATTENTION OF THE LANDSCAPE ARCHITECT DISCREPANCIES WHICH MAY COMPROMISE THE DESIGN AND/OR INTENT OF THE PROJECT'S LAYOUT. ANY OBSERVED DEVIATIONS FROM CONDITIONS INDICATED IN THE DRAWINGS SHALL BE BROUGHT TO THE ARCHITECT OR LANDSCAPE ARCHITECTS ATTENTION IMMEDIATELY UPON DISCOVERY. NO WORK SHALL PROCEED IN THE AREAS OF ANY DISCOVERED DEVIATIONS UNTIL THE DIFFERENCES ARE RESOLVED.
- CONTRACTOR TO CONTAIN OPERATIONS WITHIN LIMITS OF WORK AT ALL TIMES. WORK OUTSIDE OF THESE LIMITS WILL BE DONE AT CONTRACTOR'S EXPENSE UNLESS DIRECTED BY THE PROJECT MANAGER OR OWNER IN WRITING. LIMITS OF WORK SHOWN ON PLAN(S) MAY BE ADJUSTED IN FIELD BY THE PROJECT MANAGER IF DEEMED NECESSARY.
- CONTRACTOR MUST DAILY MONITOR FOR PUBLIC SAFETY AND STAY WITHIN LIMITS OF WORK, KEEP AREA CLEAN OF DEBRIS AND ANY OTHER CONSIDERATIONS AS DIRECTED BY THE PROJECT MANAGER.
- ANY DISTURBANCE CREATED BY CONSTRUCTION STAGING MUST BE REMOVED AND RESTORED TO ORIGINAL CONDITIONS.
- REFER TO CIVIL FOR DRAINAGE, EROSION AND SEDIMENTATION CONTROL MEASURES AND REQUIREMENTS.
- REFER TO CIVIL DRAWINGS FOR SPOT ELEVATIONS AND SLOPES INDICATING FINISH GRADES, UNLESS NOTED ON LANDSCAPE DRAWINGS.
- ELEVATIONS TO BE FIELD-VERIFIED. ADJUST AS NEEDED TO MATCH FINISH GRADES AND DRAINAGE SLOPES.
- ALIGNMENT AND GRADES OF PROPOSED WALKS, TRAILS AND/OR ROADWAYS ARE SUBJECT TO FIELD ADJUSTMENT REQUIRED TO CONFORM TO LOCALIZED TOPOGRAPHIC CONDITIONS AND TO MINIMIZE TREE REMOVAL AND GRADING. CHANGES IN THE ALIGNMENT AND GRADES MUST BE APPROVED BY THE LANDSCAPE ARCHITECT.
- CONTRACTOR TO COORDINATE ALL DRAINAGE, SLEEVING AND CONDUIT PLACEMENT OF ALL TRADES ON PROJECT.
- CONTRACTOR SHALL PROTECT EXISTING ROADS, CURBS/GUTTERS, TRAILS, TREES, LAWNS AND SITE ELEMENTS DURING CONSTRUCTION OPERATIONS. DAMAGE TO SAME SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE OWNER.
- SEE LIGHTING PLANS FOR SPECIFIC LIGHTING LAYOUT AND OTHER ELECTRICAL COMPONENTS.
- CONTRACTOR TO SUBMIT SHOP DRAWINGS AS STATED IN THE SPECIFICATIONS FOR ALL ELEMENTS AS SHOWN IN THE DRAWINGS AND GET APPROVAL FROM THE LANDSCAPE ARCHITECT PRIOR TO CONDUCTING ANY WORK.
- SIDEWALK AND STEPS/STAIR LOCATIONS TO BE STAKED BY CONTRACTOR FOR REVIEW BY PROJECT MANAGER AND/OR LANDSCAPE ARCHITECT.
- CONTRACTOR TO SCORE CAST IN PLACE CONCRETE PAVING AS SHOWN IN PLANS. ANY CHANGES TO THE SCORING LAYOUT MUST BE APPROVED BY LANDSCAPE ARCHITECT AND/OR PROJECT MANAGER.

MATERIAL LEGEND

- CONCRETE
- PERMEABLE SURFACE
- LAWN - 8,531 SF
- POLLINATOR PLANTING - 6,131 SF
- SHRUB AND PERENNIAL BED - 13,117 SF
- ORNAMENTAL FENCE - 176 FEET
- STEEL EDGING
- SHADE TREE - QTY. 21
- ORNAMENTAL TREE - QTY. 3
- CONIFEROUS TREE - QTY. 19

NOTES:

PARKING LOT VEGETATED ISLANDS:
CODE REQUIREMENT:
5% OF PAVED AREA
PROPOSED:
PAVED AREA: 14,618 SF
VEG. ISLANDS: 800 SF (5.5%)

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CONSULTANTS

TLÂL-LI collaborative

CERTIFICATION

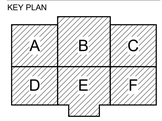
NOT FOR CONSTRUCTION 11-18-2025

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the state of Minnesota.

Name
License No.
Expiration Date
Date Signed

PROJECT FOR

KEY PLAN



Project No.	
Drawn By	AH
Checked By	BC
Date	10/18/25

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OVERALL SITE MATERIAL PLAN

L100

GENERAL NOTES - FLOOR PLAN

A. PARTITIONS TO BE TYPE A3A, UNLESS NOTED OTHERWISE.
B. PLAN DIMENSIONS LOCATING INTERIOR PARTITIONS ARE TO:
   1. FACE OF CONCRETE BLOCK, UNLESS NOTED OTHERWISE.
   2. FACE OF GYPSUM BOARD PARTITION, UNLESS NOTED OTHERWISE.
C. PLAN DIMENSIONS LOCATING EXTERIOR WALLS ARE TO:
   1. EXTERIOR FACE OF MASONRY, CAST IN PLACE CONCRETE OR CONCRETE WALL PANEL, UNLESS NOTED OTHERWISE.
   2. EXTERIOR FACE OF ALUMINUM FRAMES AT ALL AREAS OF CURTAINWALL, UNLESS NOTED OTHERWISE.
   3. EXTERIOR FACE OF SHEATHING AT ALL AREAS OF SHEATHING, UNLESS NOTED OTHERWISE.
D. PLAN DIMENSIONS LOCATING STRUCTURAL ELEMENTS ARE TO CENTERLINE OF COLUMNS AND BEAMS, UNLESS NOTED OTHERWISE.
E. PLAN DIMENSIONS LOCATING DOOR AND WINDOW OPENINGS IN EXTERIOR WALL SYSTEMS ARE ROUGH OPENING DIMENSIONS.
F. CONTRACTOR SHALL NOT ADJUST ANY DIMENSIONS MARKED "CLEAR" OR "CLR" WITHOUT WRITTEN INSTRUCTION FROM THE ARCHITECT AND/OR OWNER.
G. DOORS TO BE WOOD WITH HOLLOW METAL FRAMES, 8'-0" UNO.

KEYNOTES - FLOOR PLAN

NOTE: ALL KEYNOTES MAY NOT BE USED ON THIS SHEET

NO.	DESCRIPTION
1	PLASTIC LAMINATE LOWER CABINETS / DRAWERS WITH QUARTZ COUNTERTOP.
2	FULL HEIGHT PLASTIC LAMINATE CABINETS WITH ADJUSTABLE SHELVING.
3	ADJUSTABLE PLASTIC LAMINATE SHELVING, STANDARD AND BRACKET FULL HEIGHT.
4	PLASTIC LAMINATE LOWER CABINETS / DRAWERS WITH STAINLESS STEEL COUNTERTOP.
5	PLASTIC LAMINATE FLOATING SHELVES WITH IN WALL BRACKET.
6	WALL MOUNTED, DUAL BASIN STAINLESS STEEL UTILITY SINK.
7	KITCHEN MILLWORK: PLASTIC LAMINATE LOWER CABINETS / DRAWERS WITH QUARTZ COUNTERTOP. TO INCLUDE FULL SIZE COMMERCIAL REFRIGERATOR (3), DISHWASHER (2), SINK/ FAUCET (2), AND WATER LINE FOR COFFEE MAKER.
8	KITCHEN ISLAND MILLWORK: PLASTIC LAMINATE LOWER CABINETS / DRAWERS WITH QUARTZ COUNTERTOP AND BAR HEIGHT PERCH COUNTERTOP. TO INCLUDE MICROWAVE (1), FREESTANDING ELECTRIC RANGE, AND EXHAUST HOOD.
9	RECEPTION DESK: PLASTIC LAMINATE INTERIOR AND DRAWERS WITH QUARTZ COUNTERTOP. DESK TO BE WRAPPED IN (WD-1) TAMBOUR PANELS. DESK TO BE ADA COMPLIANT.
10	UPHOLSTERED (UPH-1) BANQUETTE WITH 1'-2" H UPHOLSTERED BACK AND 4" H PAINT GRADE WOOD BASE.
11	UPHOLSTERED (UPH-1) BANQUETTE WITH 7'-5" H UPHOLSTERED BACK AND 4" H PAINT GRADE WOOD BASE. 3" THICK UPHOLSTERED (UPH-1) PANEL ON SIDES AND CEILING OF OPENING.
12	UPHOLSTERED (UPH-1) BANQUETTE WITH 7'-5" UPHOLSTERED BACK AND 4" H PAINT GRADE WOOD BASE. PLASTIC LAMINATE WALL MOUNTED WORKSURFACE. 3" THICK UPHOLSTERED (UPH-1) PANEL ON SIDE, BACK AND CEILING OF OPENING.
13	3" W X 4" D WOOD TRIM AROUND TOP AND SIDES OF OPENING.
14	3" W X 4" D 10'W X 6' H WOOD TRIM FOR WALL MOUNTED TV.
15	UPHOLSTERED (UPH-1) BANQUETTE WITH FULL HEIGHT BACK AND 4" H PAINT GRADE WOOD BASE.
16	UPHOLSTERED BUILT IN NOOK. SIDES, BACK, TOP AND BOTTOM TO BE 3" THICK UPHOLSTERED PANEL (UPH-1).
17	OWNER PROVIDED DONOR WALL. GC TO PROVIDE IN-WALL BLOCKING.
19	DEMOUNTABLE WALL SYSTEM: BASE BID: TEKNION TEK VUE DEMOUNTABLE WALL SYSTEM WITH GLASS DOOR 9'-0" H. ALT ZONA LYNX TELESCOPING GLASS WALL WITH INTEGRATED SWING GLASS DOOR, 9'-0" H.
20	PROVIDE MODERNFOLD OPERABLE PARTITION, ACOUSTI-SEAL PAIRED PANEL SYSTEM.
21	INTERACTIVE SCREE: REFER TO ELECTRICAL CONSULTANT SPECIFICATIONS. GC TO PROVIDE BACKING AND NECESSARY SUPPORT.
22	RESTROOMS: PROVIDE DRINKING FOUNTAIN WITH BOTTLE FILLER, TOILETS, QUARTZ VANITY AND APRON WITH UNDERMOUNT SINKS, FAUCET AND SOAP DISPENSOR. PROVIDE RESTROOMS ACCESSORIES: GRAB BARS, RECESSED PAPER TOWEL DISPENSOR/TRASH, TOILET PAPER DISPENSOR, SANITARY DISPOSAL, ROBE HOOK, AND WOOD FRAMED MIRROR.
23	MOTHERS ROOM: PROVIDE PLASTIC LAMINATE LOWER CABINETS / DRAWERS WITH QUARTZ COUNTERTOP. PROVIDE UNDERMOUNT SINK, FAUCET AND UNDER COUNTER REF.
24	JANITOR: PROVIDE SINK AND FAUCET.
25	OWNER PROVIDED TV. GC TO PROVIDE IN-WALL BLOCKING.
26	WALL MOUNTED PLASTIC LAMINATE 3" THICK BENCH.
27	TEKNION TEK VUE DEMOUNTABLE WALL SYSTEM WITH WOOD DOORS, 9'-0" H. SEE PLAN FOR WIDTH.
28	BUDGET $50,000 FOR STAIR.
29	STAFF KITCHEN MILLWORK: PLASTIC LAMINATE LOWER CABINETS / DRAWERS WITH QUARTZ COUNTERTOP. TO INCLUDE FULL SIZE COMMERCIAL REFRIGERATOR (2), DISHWASHER, MICROWAVE (2), SINK / FAUCET, AND WATER LINE FOR COFFEE MAKER.

1 FIRST FLOOR PLAN
1/8" = 1'-0"

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CONSULTANTS

CERTIFICATION

NOT FOR CONSTRUCTION 11-18-2025

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Name
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Expiration Date
Date Signed

PROJECT FOR

MICC
LEARNING CENTER

Project No.	3233.001.02
Drawn By	CAC
Checked By	MF
Date	11/18/25

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ISSUES / REVISIONS

NO.	DATE	DESCRIPTION
	10/13/25	LAND USE APPLICATION
	10/29/25	SCHEMATIC DESIGN-PRICING PACKAGE
	11/18/25	LAND USE APPLICATION REV1

FIRST FLOOR PLAN

A101



1 **SECOND FLOOR PLAN**
1/8" = 1'-0"

GENERAL NOTES - FLOOR PLAN

A. PARTITIONS TO BE TYPE A3A, UNLESS NOTED OTHERWISE.
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KEYNOTES - FLOOR PLAN

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28	BUDGET $50,000 FOR STAIR.
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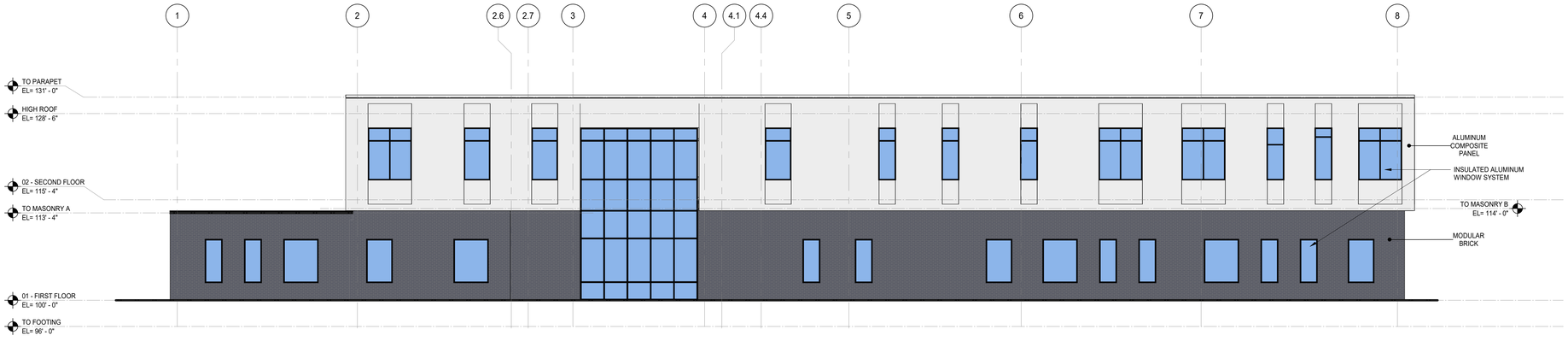
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	11/18/25	LAND USE APPLICATION REV1

SECOND FLOOR PLAN

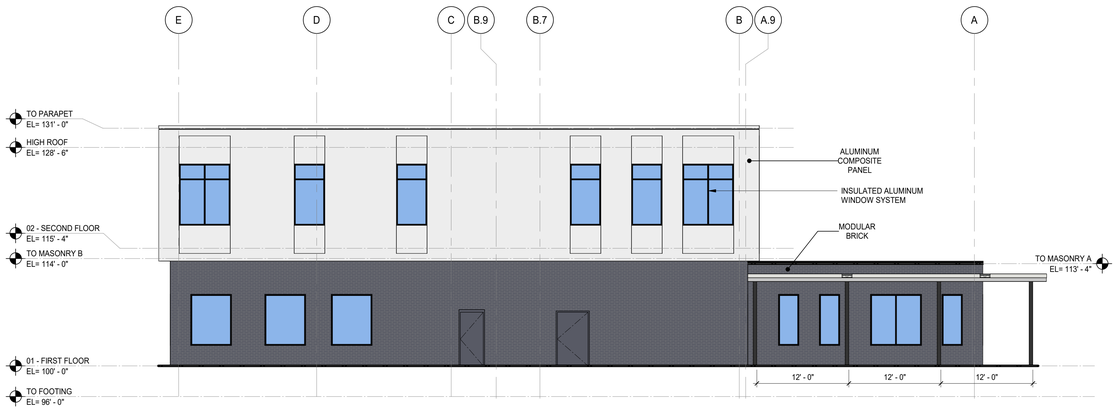
A102



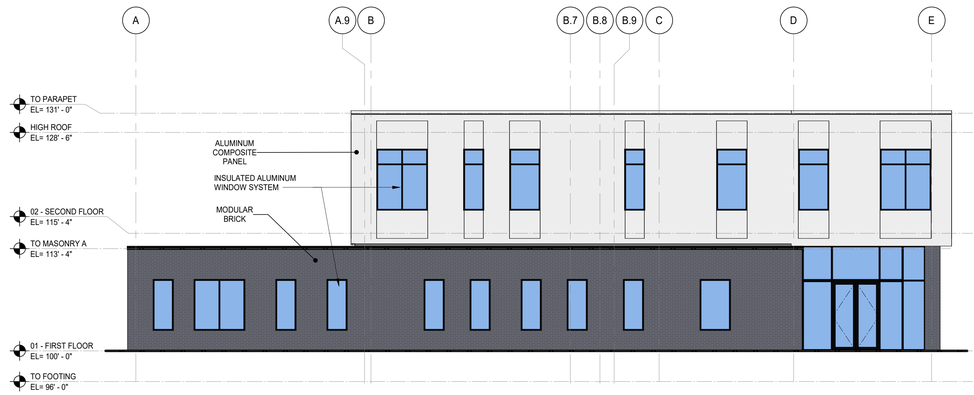
1 **ELEVATION - SOUTH**
1/8" = 1'-0"



2 **ELEVATION - NORTH**
1/8" = 1'-0"



3 **ELEVATION - EAST**
1/8" = 1'-0"



4 **ELEVATION - WEST**
1/8" = 1'-0"

GENERAL NOTES - EXTERIOR ELEVATIONS

A. REFER TO A65x SERIES SHEETS FOR ALUMINUM FRAME AND CURTAINWALL TYPES.

KEYNOTES - EXTERIOR ELEVATION

NOTE: ALL KEYNOTES MAY NOT BE USED ON THIS SHEET

NO.	DESCRIPTION

RSP Architects
1220 Marshall St NE
Minneapolis, MN
55413-1036
612.677.7100
rsparch.com

CONSULTANTS

CERTIFICATION

NOT FOR CONSTRUCTION 11-18-2025

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the state of Minnesota.

Name
License No.
Expiration Date
Date Signed

PROJECT FOR

MICC
LEARNING CENTER

Project No.	3233.001.02
Drawn By	CAC
Checked By	MF
Date	11/18/25

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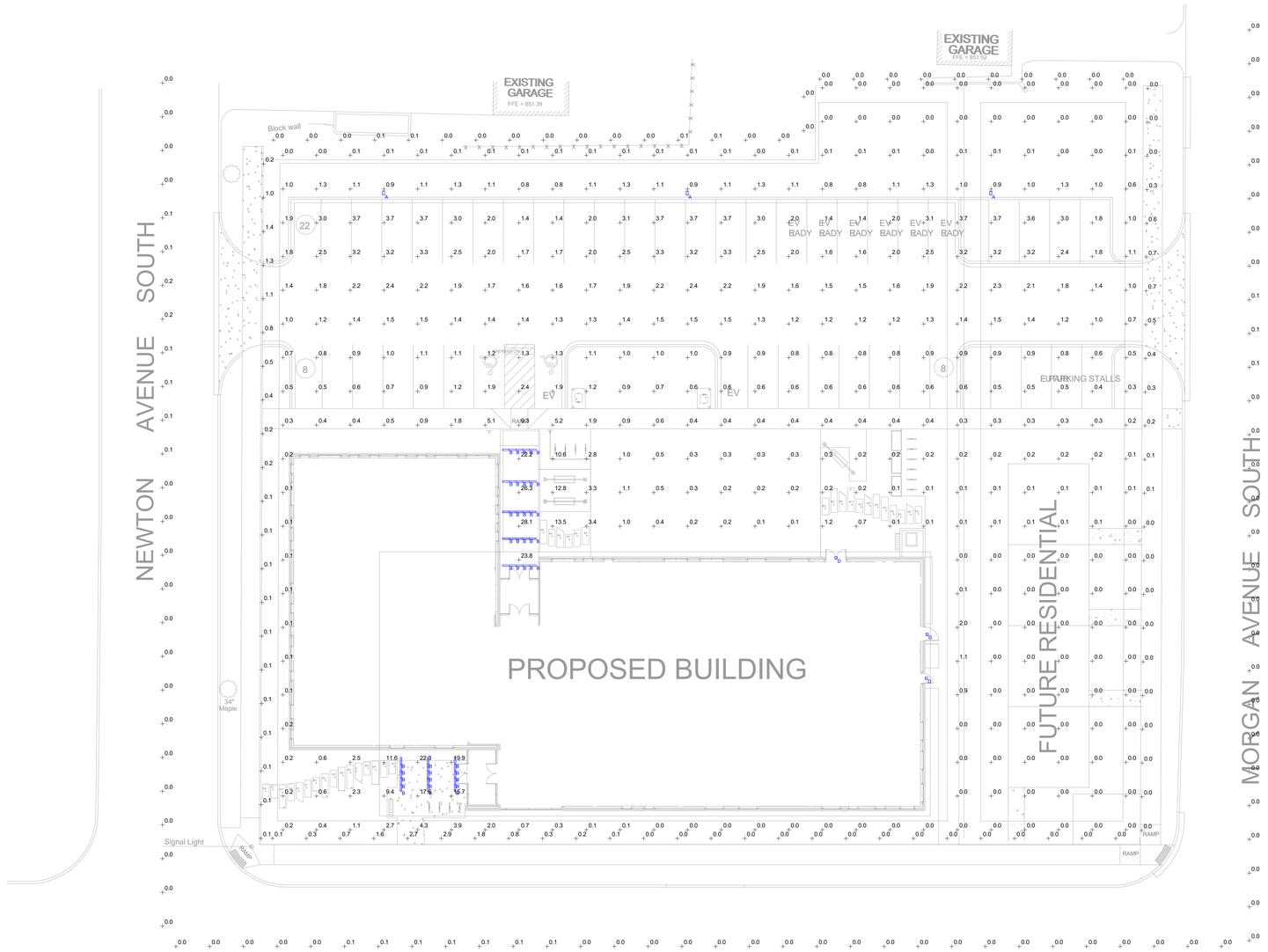
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EXTERIOR ELEVATIONS

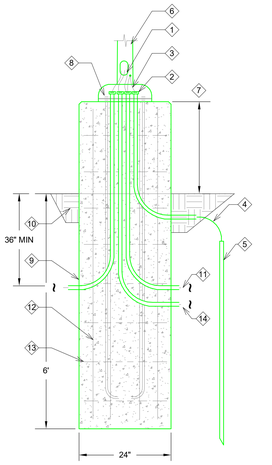
A401

Schedule									
Symbol	Label	QTY	Manufacturer	Catalog	Description	Number Lamps	Lamp Output	LLF	Input Power
	A	3	SIGNIFY CANADA LTD	OPF-S-A04-740-BLC	OptiForm - Small, 40 LED's, 4000K CCT, TYPE BLC OPTIC, 70CRI	1	10663	1	90.68
	B	40	ALW USA	LP3.5RWL-2FT-LOW-DIRECT-4000-80-EXT-F (with EXT Flush Lens)	Covers LP3.5 Trimmed with Flush Lens (LP3.5RT), Trimless, Mud-In Flush Lens (LP3.5RMUD), Perimeter, Flush-Mount (LP3.5RPF), Recessed (LP3.5R), Wet Location (LP3.5WL), Recessed Wet Location (LP3.5RWL), with EXT Flush Lens. NOTE: THIS .IES FILE IS FOR EXT FLUSH LENSES ONLY. IT DOES NOT APPLY TO LP3.5 MODELS WITH REGRESSED LENSES OR REVEAL LENSES.	1	1206	1	10.6
	D	3	Lithonia Lighting	LDN8SQ 35/50 LS8AR LD	8IN SQUARE LDN, 3500K, 5,000LM, MATTE DIFFUSE FINISH	1	4118	1	59.5

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Property Area	+	1.5 fc	28.1 fc	0.0 fc	N/A	N/A
Property Line	+	0.2 fc	2.9 fc	0.0 fc	N/A	N/A
Middle of Road	+	0.0 fc	0.2 fc	0.0 fc	N/A	N/A



1 SITE LIGHTING PHOTOMETRICS
1/16" = 1'-0"



DETAIL NOTES

1. #12 WIRE TO FIXTURE(S) OR AS INDICATED. PROVIDE IN-LINE FUSE AND FUSE HOLDER WITH BREAKAWAY CAPABILITY, FERRAZ SHAWMUT FEY, COOPER HEB SERIES, (4)(20)(XX) AMPERE BUSSMAN TYPE KTK OR PRE-APPROVED EQUAL.
2. PROVIDED BUSHED RIGID CONDUITS. CONDUIT STUBBED UP ADJACENT TO HANDHOLE; NUMBER AND SIZE AS REQUIRED. CAP SPARE CONDUITS.
3. COPPER EQUIPMENT GROUNDING CONDUCTOR - ATTACH TO INTERNAL LUG WELDED TO INTERIOR OF POLE. CONDUCTOR TO BE SAME SIZE AND TYPE AS SUPPLY PHASE CONDUCTOR.
4. INSULATED COPPER GROUNDING CONDUCTOR ATTACHED TO INTERNAL LUG WELDED TO INTERIOR OF POLE. SIZE PER NFPA 70. EXOTHERMIC WELD TO DRIVEN GROUND ROD.
5. 3/4"x10' COPPER GROUND ROD (MIN 6" BELOW GRADE).
6. FIXTURE POLE - REFER TO SITE LIGHTING FIXTURE SCHEDULE AND LIGHTING STANDARD DETAILS.
7. SET TOP OF CONCRETE FOUNDATION ABOVE GRADE AS INDICATED ON SITE LIGHTING FIXTURE SCHEDULE.
8. PROVIDE DOUBLE ANCHOR BOLT NUTS ABOVE AND BELOW POLE BASE. ADJUST TO PLUMB POLE. ANCHOR BOLT ASSEMBLY SHALL BE PROVIDED BY POLE MFG. INSTALL ACCORDING TO MFG TEMPLATE. USE SHRINK PROOF GROUT ON BASE. FURNISH BASE COVER FOR POLES.
9. REINFORCED ROUND CONCRETE FOUNDATION BASE. CONCRETE 5-7% AIR ENTRAINED 4000 PSI MINIMUM. 3 INCH MINIMUM CONCRETE COVER ON BARS AND TIES. FINISH CONCRETE ABOVE GRADE LEVEL AND BEVEL EDGE 45 DEGREES. FOOTING SHALL BE FORMED WHERE SOIL CONDITIONS REQUIRE. CHAMFER ALL EDGES OF CONCRETE BASE 1/2". TREAT EXPOSED CONCRETE WITH PROSOCO SALT-GUARD WATER-BASED OR PRE-APPROVED EQUAL.
10. FULLY COMPACTED BACKFILL.
11. CIRCUIT CONDUCTORS AND CONDUIT TO POWER SOURCE OR NEXT POLE.
12. #4 BARS VERTICAL AT 6" EACH FACE (UNLESS NOTED OTHERWISE ON SITE LIGHTING FIXTURE SCHEDULE).
13. #3 BARS AT 12" ON CENTER HORIZONTALLY (UNLESS NOTED OTHERWISE ON SITE LIGHTING FIXTURE SCHEDULE).
14. PROVIDE A MINIMUM ONE INCH RACEWAY FOR SECURITY DEVICES (AND CCTV CAMERAS). RACEWAY SHALL EXTEND TO SECURITY SYSTEM HEAD END UNLESS NOTED OTHERWISE.

2 POLE MOUNTING DETAIL WITH GROUNDING
12" = 1'-0"

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CONSULTANTS

CERTIFICATION

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I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the state of Minnesota.

Name
License No.
Expiration Date
Date Signed

PROJECT FOR

MICC
LEARNING CENTER

Project No.	3233.001.02
Drawn By	AB
Checked By	MMF
Date	10/13/2025

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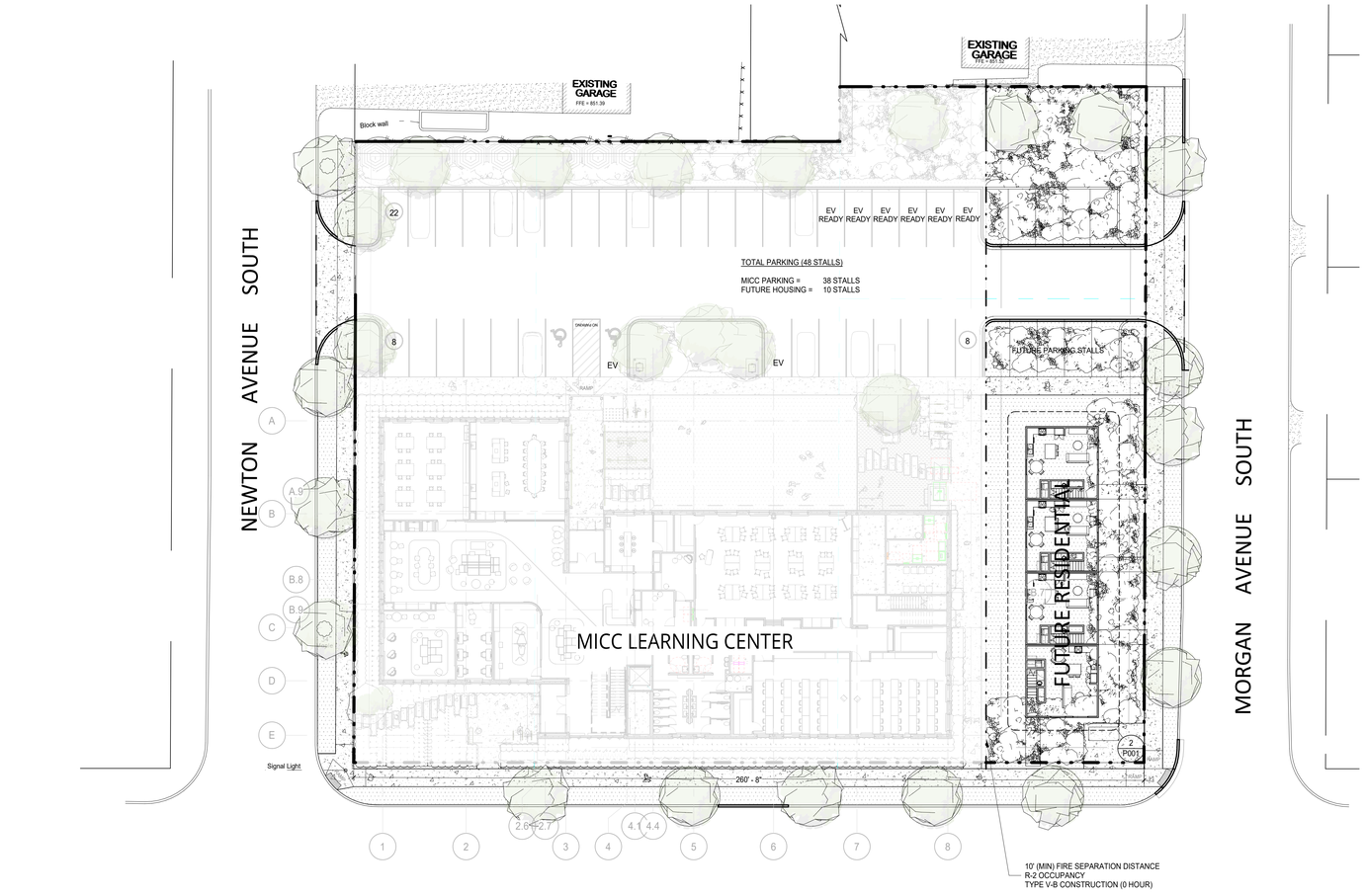
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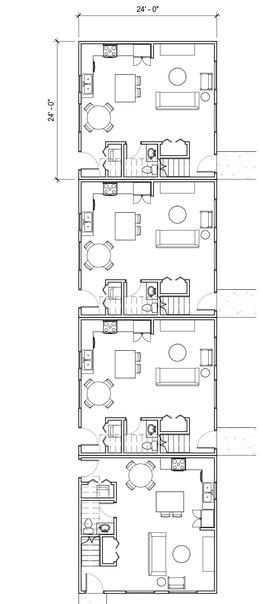
NO.	DATE	DESCRIPTION
	10/13/25	LAND USE APPLICATION
	10/29/25	SCHEMATIC DESIGN-PRICING PACKAGE
	11/18/25	LAND USE APPLICATION REV1

ELECTRICAL SITE PHOTOMETRIC PLAN

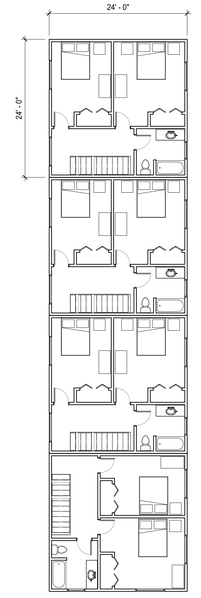
E100



1 **ARCHITECTURAL SITE PLAN Option B**
1" = 20'-0"



2 **FIRST FLOOR PLAN - RESIDENTIAL UNIT B**
3/32" = 1'-0"



3 **SECOND FLOOR PLAN - RESIDENTIAL UNIT B**
3/32" = 1'-0"

NOTES

A. DRAWING REPRESENTS PROOF OF CONCEPT FOR FUTURE RESIDENTIAL PROJECT. RESIDENTIAL DEVELOPMENT ON SITE IS NOT IN SCOPE.

MR-2

LOT SIZE (MIN): 6,000 SF
LOT AREA: 11,712 SF
LOT WIDTH (MIN): 50'
LOT WIDTH: 52.1'
COVERAGE (MAX): 45%
PROPOSED BUILDING COVERAGE: 2,400 SF = 20%

HEIGHT (MAX): 3 STORIES / 36'
SETBACKS (MIN):
FRONT = 15'
SIDE (INTERIOR) = 5'
SIDE (STREET) = 15'
ADJACENT TO PARKING = 15'
PROPOSED SETBACKS:
FRONT = 15'
SIDE (STREET) = 15'
IMPERVIOUS SURFACE (MAX): 70%
PROPOSED IMPERVIOUS AREA: (64%) 7500 SF

PARKING (MIN): 1.25 UNIT
=5 STALLS
PROPOSED PROOF OF PARKING
=10 STALLS

POTENTIAL FUTURE HOUSING

UNITS (24'x24') = 1,152 SF
(4) 2-LEVEL WALK-UP UNITS
(100'x24') = 2,400 SF

RSP

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PROJECT FOR

MICC
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OVERALL SITE LAYOUT PLAN W/ PROOF OF HOUSING CONCEPT

P001

Department	Monday				Tuesday				Wednesday				Thursday				Friday				Saturday				Sunday			
	8am-12pm	12pm-4pm	4pm-8pm	8pm-12am	8am-12pm	12pm-4pm	4pm-8pm	8pm-12am	8am-12pm	12pm-4pm	4pm-8pm	8pm-12am	8am-12pm	12pm-4pm	4pm-8pm	8pm-12am	8am-12pm	12pm-4pm	4pm-8pm	8pm-12am	8am-12pm	12pm-4pm	4pm-8pm	8pm-12am	8am-12pm	12pm-4pm	4pm-8pm	8pm-12am
Admin Department Parking Usage	4	4	2	0	8	8	2	0	12	12	2	0	5	5	3	0	2	2	0	0	0	0	0	0	0	0	0	0
College Program Parking Usage	16	16	1	1	17	18	1	1	17	18	1	1	17	18	1	1	13	15	2	1	1	2	1	1	2	2	1	1
Community Program Parking Usage	6	7	3	0	7	8	5	0	8	9	6	0	7	7	5	0	5	5	3	0	1	1	1	0	0	3	3	0
Careers Program Parking Usage	9	9	0	0	9	9	0	0	9	9	0	0	9	9	0	0	8	8	0	0	0	0	0	0	0	0	0	0
Social Program Parking Usage	0	3	6	4	1	5	6	4	1	5	6	4	0	5	6	4	0	2	5	5	0	0	0	0	0	2	2	1
Total	**35**	**39**	**12**	**5**	**42**	**48**	**14**	**5**	**47**	**53**	**15**	**5**	**38**	**44**	**15**	**5**	**28**	**32**	**10**	**6**	**2**	**3**	**2**	**1**	**2**	**7**	**6**	**2**

REPORT

To: Amy Gudmestad, Chief Executive Officer
Minnesota Independence College and Community (MICC)

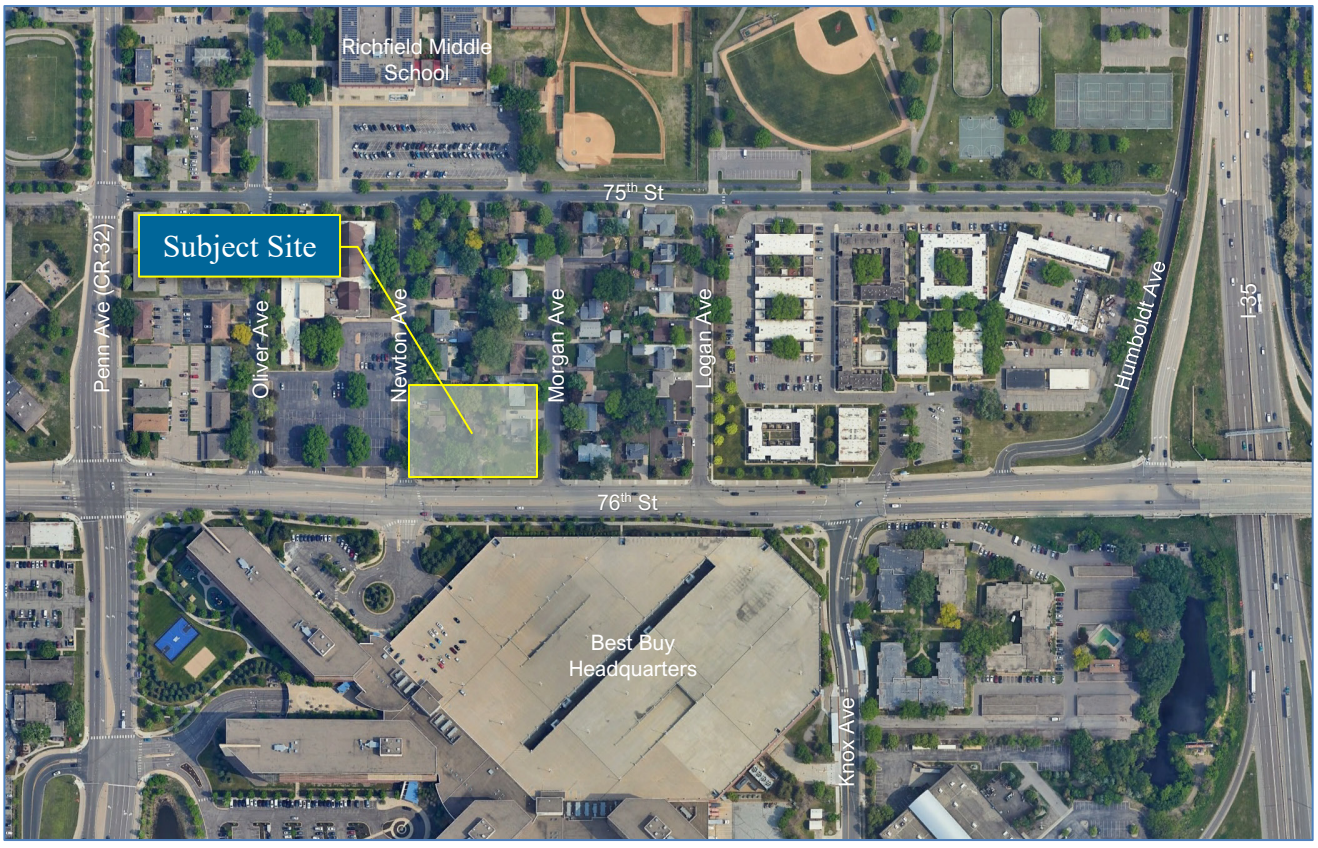
From: Matt Pacyna, PE, Principal
Transportation Collaborative & Consultants, LLC

Date: October 23, 2025

Subject: MICC Learning Center Development Traffic Review

INTRODUCTION

TC2 conducted a traffic review of the proposed Minnesota Independence College and Community (MICC) learning center development in the City of Richfield. The site under consideration is generally north of 76th Street between Newton Avenue and Morgan Avenue. The proposed development would replace four (4) single-family properties with a 27,000 square foot learning center and organization headquarters. The purpose of the traffic review is to document the site changes with respect to trip generation, site operations, and overall traffic impact to the area, as well as identify any improvements or considerations to ensure safe and efficient operations for all users. The following information provides an overview of the traffic review findings.



PROJECT DETAILS

MICC provides specialized vocational and life skills training programs to foster independence for autistic and neurodivergent adults. Existing MICC rented spaces in Richfield are at the Colony Apartments and Woodlake Lutheran Church, which are adjacent to the proposed development site. The current facilities serve approximately 50 students each year in the college program, while also providing a community program for access to social activities and services for about 100 MICC graduates that live nearby.

The proposed development would centralize MICC services, programing, and operations into a new 27,000 square foot building. The college program is not anticipated to expand, however the community program could increase to serve up to a total capacity of approximately 150 MICC graduates. However, it should be noted that the community program is more individualized, and not all users would be at the facility at any given time. Employment is expected to continue to stay at about 40 employees.

As noted earlier, the proposed development would replace four (4) single-family properties, one of which is currently used by MICC for administrative purposes. Access to the proposed development is planned in two locations, with one access to both Newton Avenue and Morgan Avenue approximately 150 feet north of 76th Street. A total of 38 parking spaces are planned, with the potential for up to 10 additional parking spaces (if needed); approximately 20 bicycle parking spaces are planned.

TRIP GENERATION

To quantify the expected trip generation of the proposed development, an estimate was developed using the *ITE Trip Generation Manual, 12th Edition,* which includes trips for typical weekday a.m. and p.m. peak hours, as well as daily. Trip generation estimates for the existing single-family homes and MICC were also developed to illustrate the change in site trips as compared to the proposed land use. Note that given the MICC is a relatively unique land use, a combination of ITE categories (i.e., Private High School, Junior / Community College, School District Office, and General Office Building) were reviewed. The trip generation estimate shown for the MICC represents the average of these categories.

The trip generation summary, shown in Table 1, indicates that the proposed MICC development is expected to generate 45 a.m. peak hour (32 in / 13 out), 27 p.m. peak hour (7 in / 20 out), and 254 daily trips (127 in / 127 out). When considering the change in MICC trips to the overall area, the increase in trip generation is estimated to be approximately 10 peak hour trips or less and fewer than 100 additional daily trips. Further discussion regarding traffic impacts is outlined in the following section.

Table 1 Trip Generation Summary

Land Use Type *(ITE Code)*	Size	AM Peak Hour		PM Peak Hour		Daily
		In	Out	In	Out	
Existing – Single-Family Homes *(210)*	4 Homes*	1	2	2	2	26
Existing – MICC	40-emp / 150 Students	25	10	5	15	200
Proposed – MICC	40-emp / 200 Students	32	13	7	20	254
Change in MICC Trips (+ / -)		**+ 7**	**+ 3**	**+ 2**	**+ 5**	**+ 54**

* *Trip generation is based on three (3) homes since the MICC currently utilizes one (1) of the homes.*

TRAFFIC IMPACTS

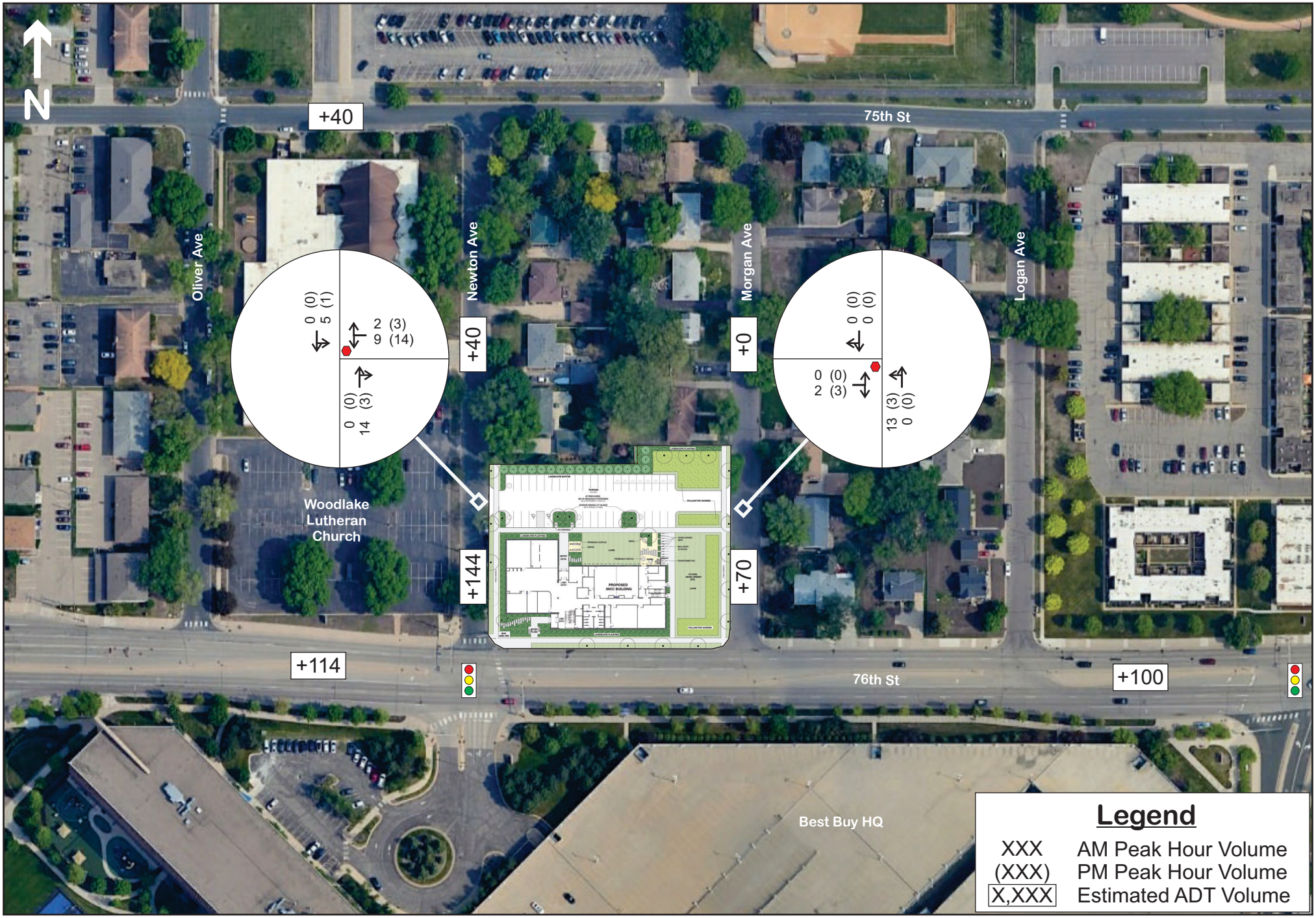
Since the proposed MICC development is already operating within the area and the change in trips represents up to 10 additional peak hour trips and less than 100 new daily trips to the overall transportation network, the resultant impact to area roadway capacity is expected to be negligible. Note that with the consolidation of MICC services, there will be more traffic into / out of the proposed development site when compared to the existing single-family homes / MICC administration office. However, this increase is partially offset by the fact that a portion of the existing MICC traffic utilizes Woodlake Lutheran Church, which is directly across Newton Avenue from the proposed development. The anticipated site generated trips are shown in Figure 1.

Most traffic (i.e. ~75%) to / from the proposed development is expected to utilize Newton Avenue, while about 25% would utilize Morgan Avenue. This is primarily related to the signalized full-access at the 76th Street / Newton Avenue intersection as opposed to the right-in / right-out access at the 76th Street/ Morgan Avenue intersection. Existing traffic volumes along Newton Avenue and Morgan Avenue are generally 400 vehicles per day or less. These 2-lane local roadways have a planning level roadway capacity of about 8,000 vehicles per day and thus there is adequate capacity to support the proposed development with minimal impacts to the adjacent transportation system. In addition, the change in traffic at the 76th Street / Newton Avenue intersection is not expected to significantly change the intersection level of service or queuing.

SITE PLAN REVIEW

A preliminary review of the proposed site plan does not indicate any significant issues with respect to access, circulation, or parking. However, the following items are offered for consideration:

1) Review proposed signage and landscaping to avoid creating any sight distance issues.
2) Confirm truck (i.e., garbage / recycling, delivery, and emergency services) maneuverability to ensure adequate circulation is provided.
3) Collaborate with the City and Metro Transit to locate the bus shelter / transit stop in the northeast quadrant of the 76th Street / Newton Avenue intersection.



Site Generated Trips

MICC Learning Center Development Traffic Review

Figure 1

Required Findings – MICC
CUP, Variances & Preliminary Plat - 2000 76th Street West

Part 1 – Conditional Use Permit: The findings necessary to issue a Conditional Use Permit (CUP) are as follows (547.09, Subd. 6):

1. *The proposed use is consistent with the goals, policies, and objectives of the City's Comprehensive Plan.*
   The proposed use of the property as a learning institution similar to a high school is consistent with the guiding "Medium Density Residential" designation. Further, the project advances the following goals of the Comprehensive Plan:
   » Establish a land use pattern and supporting infrastructure that preserves and enhances the ability of residents to make personal connections in their neighborhoods.
   » Encourage a mix of uses that serve surrounding local neighborhoods (many of MICC students live in the immediate neighborhood)
   » Focuses development along major transportation thoroughfares.
   » Provides pedestrian friendly building and site design
   » Encourage development of areas where vehicle use is minimized.

2. *The proposed use is consistent with the purposes of the Zoning Code and the purposes of the zoning district in which the applicant intends to locate the proposed use.*
   The purpose of the Zoning Code in general is to protect and promote the public health, safety, aesthetics, economic viability, and general welfare of the City. To comply with the medium density residential guiding the property will be rezoned to MR-2 (Multifamily Residential). While not explicitly stated, it is the intent of the MR-2 district to provide space for semi-public facilities and institutions that support and complement urban residential area. With the recommended conditions of approval, the proposal does just that.

3. *The proposed use is consistent with any officially adopted redevelopment plans or urban design guidelines.*
   There are no officially adopted redevelopment plans or urban design guidelines for this area.

4. *The proposed use is or will be in compliance with the performance standards specified in Section 544 of this code.*
   Except for the setback, lot cover and parking variances requested, the proposal complies with all other performance standards of the Code.

5. *The proposed use will not have undue adverse impacts on governmental facilities, utilities, services, or existing or proposed improvements.*
   The City's Public Works and Engineering Departments have reviewed the proposal and do not anticipate any issues.

6. *The use will not have undue adverse impacts on the public health, safety, or welfare.*

The proposed two-story classroom/office building and associated parking does not pose any threats to public health, safety and welfare. It is believed that adequate provisions already are, or will be, in place to protect public health, safety and welfare.

7. *There is a public need for such use at the proposed location.*
   MICC has been outgrowing their current locations in the immediate area; see applicant's narrative.

8. *The proposed use meets or will meet all the specific conditions set by this code for the granting of such conditional use permit.*
   Section 525.07, Subd.4, has five requirements that are all being met.

Part 2 - Variances

The applicant is requesting three setback variances, a lot cover variance, and a parking variance as follows:

Per Code Section 525.15, Subd. 1:

- A 22 foot variance from the 30 foot setback required long the front/west side (Newton Avenue).
- A 23.5 foot variance from the 30 foot setback required along the side abutting a public right-of-way (76th Street).
- A 15 foot variance from the 25 foot setback required along the rear/east side (new interior lot line)

Also per Code Section 525.15, Subd. 1:

- A variance to allow 37% coverage when 30% is the maximum

Per Code Section 544.13, Subd.6:

- A 15 stall variance from the 52 stall parking requirement for a "high school" in order to provide 38 parking spaces.

In evaluating a variance, the Planning Commission and City Council shall consider the following (Subsection 547.11):

a) *There are unusual or unique circumstances that apply to the property which were not created by the applicant and do not apply generally to other properties in the same zone or vicinity.*

   Setbacks: The property is somewhat unique in that it is situated across the street from the Best Buy campus. The City recently amended the residential portion of the multifamily development regulations to reduce setback requirements. The City may want to consider whether or not it is also appropriate to amend the non-residential portion of the multifamily development regulations as well, as thirty foot setbacks from all sides are contrary to the desired urban massing and form, particularly along higher volume arterial roadways. The desire for reduced

setbacks was expressed by both the City and the applicant during work session discussions. Pushing the building towards the southwest corner of the site both increases the setback to the residential properties to the north, and creates a better streetscape along 76th Street West. Also, at least two of the three setback variances would not be needed if the second parcel were not being reserved for future development.

Lot Cover: The City's lot cover requirement is set rather low for a non-residential use and could maybe be studied in the future. Regardless, it has long been a desire of both the City and the applicant to incorporate housing into this project. While not a viable component at this time, a separate parcel is being platted with the intention of future development. This is relevant because the proposal could be designed to meet the lot cover limit if it did not reserve space for potential future housing.

Parking: The proposal is unique in that MICC's clientele are a very low-driving population. The code allows Council approved parking reductions for low-driving populations, but only in relation to residential projects; the provision does not apply to non-residential projects. Therefore, a variance is needed. The parking variance would not likely be appropriate for typical post-secondary schools and staff has included a condition of approval related to this unique characteristic.

b) *There are "practical difficulties" that prevent the property owner from using the property in a reasonable manner.*

The practical difficulty is the usual circumstance explained in (a) above.

c) *The variance would not alter the character of the neighborhood or the locality.*

Setbacks: The setback variances increase the distance between the proposed building and the residential homes to the north, helping to maintain the same light and air that they currently enjoy. Also, it appears that there are portions of the Best Buy building that are closer than 30 feet to the property line. Consequently, the variances are serving to preserve existing character.

Lot Cover: The lot cover is similar in proportion to the Busy Buy building directly across the street. Therefore, the variance is in keeping with the character of the neighborhood.

Parking: Whenever possible, minimizing the amount of parking constructed is pedestrian-friendly building and site design, which serves to preserve the walkable, urban hometown character of the community.

Negative impacts related to the granting of these variances are not anticipated.

d) *The variance is the minimum necessary to alleviate the practical difficulty.*

Setbacks: It would be easier to provide greater setbacks if the project was not carving out space for a future development lot. According to the applicant, the variances are the minimum necessary to alleviate the practical difficulty.

Lot Cover: At 52 feet wide, the proposed Lot 2, reserved for future development (either housing or facility expansion) is just slightly over the code requirement of 50 feet. If the reservation of space for future housing is still a priority for both the City and the applicant then – except for the creation of a flag lot which is highly discouraged - the variance is the minimum necessary.

Parking: The applicant has analyzed their existing parking usage and has provided documentation supporting the rationale behind the request. Staff agrees that the variance is the minimum necessary to alleviate the practical difficulty.

e) *The variance is in harmony with the general purpose and intent of the ordinance and consistent with the Comprehensive Plan.*

The proposed development generally follows principles of good site design. The requested variances are not anticipated to adversely impact the aesthetics of the community or its health, safety and welfare, the preservation of which are the principal objectives of the zoning code. In relation to the Comprehensive Plan, see item 1 in part 1, above.

Part 3 – Preliminary Plat the City Council, as a basis for their approval, must make the following findings prior to approval of a preliminary plat (500.15, Subd.7):

(a) The subdivision is in conformance with this Section and the applicable regulations of the Zoning Ordinance;
- Both lots comply with the design standards of Section 500.21 and meet the size and width requirements of the MR-2 zoning district.

(b) The subdivision does not conflict with any goals or policies of the Comprehensive Plan or other sub-area plan; the Capital Improvements Program; or any other City policy or regulation.
- There are no sub-area plans that apply to the subject site. The plat complies with both the Comp Plan and the CIP.

(c) The subdivision can be economically served with public facilities and services.
- The lots are already served by public facilities and services and any increase in service can be accommodated.

(d) The subdivision design mitigates potential substantial and irreversible negative impacts on the environment, including, but not limited to: topography; steep slopes; trees; vegetation; naturally occurring lakes, ponds, rivers and streams; susceptibility of the site to erosion, sedimentation or flooding; drainage; and storm water storage needs;

- There are no steep slopes, naturally occurring lakes, ponds, rivers or streams. The site is pretty flat. There are quite a few mature trees that will be lost with the redevelopment of the site, but the proposal meets the City's planting requirements, as well as the stormwater retention and filtration requirements.

(e) The subdivision will not be detrimental to the public health, safety or welfare.

- Staff finds that the platting of the property will not be detrimental to the public health, safety or welfare.

Samantha Crosby

From: Deb Glennen <debrah.glennen@gmail.com>
Sent: Monday, December 8, 2025 8:11 PM
To: Samantha Crosby
Cc: Don Miller
Subject: rezoning request by MICC

Dear Sam,
We own property at 7501 Newton Ave S in the area that is influenced by the rezoning request. We were unable to join the meeting, but would like to give input. I, Deb Glennen and my spouse Donald Miller fully support the rezoning requested by MICC to make it possible to construct a new 2 story learning institution on the north side of 76th Street between Morgan and Newton Avenues. This development is a needed enhancement allowing MICC to expand its incredibly impactful program.
Thank you.
Deb Glennen
Donald Miller

Samantha Crosby

From: mj crosby <mc@mjcrosby.com>
Sent: Wednesday, December 10, 2025 2:40 PM
To: Samantha Crosby
Subject: MICC proposal

Dear Mr. Crosby,

Ironic, we bear the same last name. I am the legal guardian and son of Pamela Krzyzaniak. We live at 1920 W. 76th St. Directly adjacent to the proposed MICC project. The project will have a significant impact on our lives if it moves forward. Pamela is 99 years old and has lived at the same address since 1959! No other family has resided in said household all these decades. Pamela endured the Best Buy fiasco but of course was a much younger person then and was able to cope better.

Now, at 99, Pamela is mostly bed ridden. Her bedroom is directly across from the huge project proposal. The construction noise will be incessant and ongoing for many months. She will not be able to get her much needed sleep which entails about 20 hours out of each day and night. It would seem a resident who has lived in Richfield at the same address for eight decades would be given some consideration. This is wrong in our estimation. Constantly rezoning to something other than the original intended use as residential property is reprehensible.

Richfield has become notorious for stepping on residential properties such as Pamela's. She is not capable of voicing her concern and objection in the manner she once could and it seems unfair a legal team would have to be brought in to fight this. I have discussed this at length with Pamela. I have suggested maybe it would be better to accept the fact Richfield is at it again. Just like Best Buy. But at least in that case all the affected properties were purchased. It would seem an above the market purchase price would be offered here. Not sure she would accept it. But it seems very unfair that Pamela would be punished in such outrageous fashion without so much as a phone call from Planning or Council.

Consider this a first attempt to reach some sort of settlement and ultimate purchase of 1920. Pamela is in no position mentally or physically to hire an agent and conduct open house type showings. Pamela has been through a great deal in her life and as a former British citizen grew up in London during the World War II bombings by Nazi Germany. She is no stranger to battles and at 99 years old she still has plenty of fight left. She is extremely upset and deserves some much deserved and earned consideration. I hope you will convey her concerns and suggest a solution of some sort.

Thank you.

MJ Crosby
1920 W. 76th St.
mc@mjcrosby.com
612-475-2890

City Council Meeting 1/13/2026
Agenda Section:
Proposed Ordinances

Agenda Item: 10.b.

Report Prepared By:
Katie Rodriguez, City Manager

Department Director:
Katie Rodriguez, City Manager

Item for Consideration:
Consider approval of the first reading of an ordinance amending Section 300 and 310 of the Code of Ordinances to establish a Human Resources Department and add a Director of Human Resources position.

EXECUTIVE SUMMARY

The department structure of the City of Richfield has been modified periodically to fit the needs of the organization and to adjust to external conditions. Most recently, the City changed the Liquor Department to the Liquor Division in 2022 and in 2018 the Finance Department was reestablished.

Since 2020, the human resources functions of the City have grown in importance and complexity. In addition, human resources (HR) staff and supporting staff have had to respond to a sharp increase in demand for their services. Much of this increased challenge is due to external circumstances like adjusting to the pandemic, the tight labor market and new state and federal mandates. The City has had turnover in the Human Resources Manager role, due to the increasing complexity and the historically tight market for HR professionals with public sector experience. In researching comparably sized cities, about half have HR director roles and two cities upgraded the position recently. Further, we have been advised by experienced HR professionals, including League of Minnesota Cities staff that recruiting for a director level role is more likely to result in an experienced and skilled candidate pool.

The recommendation is to change the Human Resources Division, which is currently part of the Administrative Services Department, to a Human Resources (HR) Department. The HR Department would be led by the newly created Human Resources Director and report directly to the City Manager. In addition, the Equity Coordinator position would move to Human Resources from the Executive Department. Since the equity program is internally focused, this allows for more seamless progress in many equity priorities that are focused on HR functions.

Recruiting and retaining talent is critical to the City's success, and upgrading the function to a department and the lead role to a director position will better align with the importance and challenge of managing a human resources program.

RECOMMENDED ACTION

By motion: Approve the first reading of an ordinance amending Section 300 and 310 of the Code of Ordinances to establish a Human Resources Department and

add a Director of Human Resources position.

HISTORICAL CONTEXT

The HR Manager position has experienced turnover since 2020 and is currently open. Two of the former managers left to join other cities as directors.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

The recommended Human Resources Department would include the Equity Coordinator role. Many of the Equity Plan priorities are focused on improving HR processes to create and maintain an inclusive workplace.

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

City Ordinance Section 300 of the City Code governs the establishment of departments in the City and must be amended to initiate a change.

CRITICAL TIMING ISSUES

The Human Resources Manager position is currently open. It is important to fill the role as soon as possible. The Council must approve the new Human Resources Director position in order to begin the recruitment process. A job description for the new position is attached to the staff report.

FINANCIAL IMPACT

The proposed position would be at pay grade 19 with a range of $135,678-$177,968. The HR Manager position is at grade 17, $123,074-$161,429. The specific budget impact will depend on the starting salary for the new Director.

LEGAL CONSIDERATIONS

The City Attorney has reviewed the proposed ordinance changes.

ALTERNATIVE RECOMMENDATION(S)

The City Council could decline approval of the proposed establishment of the Human Resources Department and Human Resources Director position. The City would then recruit for the currently vacant Human Resources Manager position.

ATTACHMENTS

1. DOCSOPEN-#1070233-v2-01-13_Bill_2026-XX
2. Human Resources Director Draft 1.9.26

BILL NO. 2026-XX

Motion by:
Seconded by:

AN ORDINANCE AMENDING SECTION 300 AND SECTION 310 OF THE CODE OF ORDINANCES RELATING TO THE CREATION OF THE HUMAN RESOURCES DEPARTMENT AND HUMAN RESOURCES DIRECTOR POSITION WITHIN THE CITY ORGANIZATION

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Subsection 300.03 of the Richfield City Code is amended as follows:

300.03. – Departmental and divisional organization.

The administrative service of the City is divided into the following departments and heads thereof:

Executive Department	City Manager
Administrative Services Department	Director of Administrative Services
Fire Department	Fire Chief
Public Safety Department	Director of Public Safety
Public Works Department	Director of Public Works
Recreation Services Department	Director of Recreation Services
Community Development Department	Director of Community Development
Legal Department	City Attorney
Finance Department	Finance Director
<u>Human Resources Department</u>	<u>Human Resources Director</u>

Section 2. Subsection 300.22 is added to the Richfield City Code to read as follows:

<u>300.22 Human Resources Department: duties of director.</u>

<u>The Human Resources Director is responsible to the Manager for the organization, planning, administration and coordination of the human resources functions of the City. The Human</u>

BILL NO. 2026-XX

Resources Director shall perform the duties described in the job description for the position and any additional duties assigned by the City Manager.

Section 3. Subsection 310.03 of the Richfield City Code is amended to repeal the following subdivision as follows with the remaining subdivisions renumbered accordingly:

~~**Subd. 16.** "Human resources Manager" means a person appointed by the Manager and charged with the administration of this Section. The human resources Manager shall perform the functions of the personnel Manager.~~

Section ~~3~~ 4. Subsection 310.07 of the Richfield City Code is amended as follows:

Subd. 5. Background investigations

(c) Maintenance of Data. In conducting criminal history background investigations under this subdivision, the Public Safety Department is authorized to access data maintained in the state Bureau of Criminal Apprehension (BCA) computerized criminal history information system in accordance with BCA policy. Any data that is accessed and acquired must be maintained within the department under the care and custody of the Public Safety Director, or his or her designee. A summary of the results of the computerized criminal history data may be released by the Public Safety Department to the hiring authority, including the City Council, City Manager, Assistant City Manager~~/~~, Human Resources ~~Manager~~ Director, or other City staff involved in the hiring process.

(d) Consent Required. Before the investigation is undertaken the finalist, volunteer, or contractor must give authorization to the Public Safety Department in writing to undertake the investigation and to release the information to the Human Resources ~~Manager~~ Director and other appropriate City staff. The written consent must fully comply with the provisions of applicable data privacy statutes regarding the collection, maintenance and use of the information.

Subd. 6. Disqualification due to background investigation. Except for the positions set forth in Minn. Stat. § 364.09, no person shall be disqualified from employment with the City solely or in part because of a prior conviction of a crime or crimes—unless the crime or crimes for which convicted directly relate to the position of employment sought and the conviction is for a felony, gross misdemeanor, or misdemeanor with a jail sentence. In determining if a conviction directly related to the position of public employment sought, the hiring authority shall consider the requirements of Minnesota Statutes Chapter 364. Should the City reject the finalist's request for employment due, partially or solely, to the applicant's prior conviction of a crime, the Human Resources ~~Manager~~ Director shall notify the finalist in writing of the following:

a. The grounds and reasons for the denial;

b. The applicable complaint and grievance procedure set forth in Minnesota Statutes Section 364.06;

c. The earliest date the applicant may reapply for employment; and

BILL NO. 2026-XX

d. That all competent evidence of rehabilitation will be considered upon reapplication.

Section 5. This Ordinance will be effective in accordance with Section 3.09 of the City Charter.

Adopted by the City of Richfield, Minnesota, this 27h day of January, 2026.

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

_____
Mary B. Supple, Mayor

ATTEST:

_____
Michelle Friedrich, City Clerk

DRAFT

THE CITY OF RICHFIELD, MINNESOTA
HUMAN RESOURCES DIRECTOR
Human Resources Department

Status	Job Code	Grade	FLSA	EEO-4	WC
FT	HRDIR	19	Exempt	A - Officials and Administrators	8810

Salary Range: $135,678.40-$177,964.80 plus full City benefits.

HOURS
Standard business hours (Monday-Friday, 8:00 AM - 4:30 PM) some evenings required. Hours may vary. Flexible work schedule option available.

SUPERVISION RECEIVED AND EXERCISED
Work is performed independently with guidance and direction from the City Manager. Provides general supervision staff in Human Resources, including Equity Coordinator and two Generalists.

NATURE OF WORK
This position is responsible for directing all aspects of the human resources and Labor Relations function for the city, including recruitment and selection, succession planning and retention, equity and inclusion, employee and labor relations, job classification and compensation, benefits and leave administration, workers' compensation, performance management, personnel policy development, training and organizational development, personnel recordkeeping, and drug testing program management, and worksite wellness programs. This position is a member of the Leadership Team for the City.

ESSENTIAL DUTIES

- Provides executive level leadership and direction of the Human Resource and Labor Relations functions for the City.
- Ensures policies, priorities, and organizational and operational objectives keep pace with changing human resources and public employment environment; interprets and administers City policies; prepares and updates policies for City Manager approval. Communicates and approved policy or procedure changes to affected employees.
- Oversees and coordinates efforts to ensure the City is an equitable, inclusive, and respectful organization and supports the City's mission, vision, and core values. Provides consultation to departments on equity strategies and initiatives related to human resources and shares best practices.
- Provides day-to-day performance management guidance on employment matters to all levels of management and employees including but not limited to coaching, counseling, career development, progressive discipline and disciplinary actions up to and including separation of employment. Provides recommendations for employee disciplinary issues.
- Directly supervises the staff in the Human Resources Department.
- As chief negotiator for the City's labor contracts, sets negotiation strategy and serves as lead negotiator during contract negotiations, provides arbitration support and serves as primary contract interpreter for City and oversees and participates in labor-management committees.
- Provides consultation to employees and management on complex employee issues including but not limited to allegations of misconduct, reasonable suspicion drug and alcohol testing, fitness for duty examinations, ADA accommodation requests, leave of absence inquiries, investigative procedures, identifying legal risks associated with actions or non-action, etc.

- Leads investigations into allegations of misconduct and/or policy violations and provides recommendations to the Assistant City Manager and City Manager.
- Plans, develops, evaluates and recommends employee insurance and benefit providers and insurance agents; oversees benefit renewal and adoption of new benefit programs and oversees the day-to-day benefit administration and the overall annual open enrollment process.
- Administers and prepares the annual operating budget for the Human Resources Department, the City's wellness program, the employee recognition program and assists others in related areas as needed.
- Partners with other City department heads to support city goals and initiatives.
- Provides executive staff support to the Civil Service Commission including preparation of draft agendas, providing reports and meeting materials and guiding the commission on hiring processes.
- Develops and oversees succession planning and retention programs, that corresponds to the city's overall goals and objectives.
- Develops and maintains the compensation program, including pay equity analysis.
- Leads and oversees innovative recruitment and retention strategies, including the on-boarding and off-boarding process of all positions in order to attract, retain, lead and manage the City's increasingly diverse workforce; conducts the executive recruitment process for upper management.
- Oversees the administration of all leave management programs of the City including in accordance with all laws and regulations.
- Oversees the city's comprehensive employee wellness program.
- Oversees the administration of the city's performance appraisal program.
- Manages the city's worker's compensation program, handling complex claims and disputed cases, authorizing independent medical exams, negotiating settlements, and monitoring quality of service provided by the third-party administrators.
- Acts as main point of contact for City employment lawsuits, grievances, or other disputes.
- Oversees major projects including personnel/medical file digitization, RFP's for HR services, performance management development and facilitation, exit interview process and employee onboarding and retention.
- Oversees management of the Drugfree Workplace act, DOT drug testing and Police Drug testing.
- Oversees the City's Safety Program and OSHA compliance, ensures all required training is completed an inspections and recordkeeping are in place.
- Monitors legislation that may affect employment, safety and labor relations and determines the impact on the City and the need for adjustments in policies or procedures.
- Develops or oversees training and development activities for the city related to supervision, employee development, policy and benefit changes and other statutorily required or recommended topics; oversees City education program and tuition reimbursement approval.
- Oversees the handling of all unemployment claims, to include participation in administrative hearings for disputed claims.
- Directs and leads labor management relations to maintain sound relationships with organized employees.
- Provides consultation to employees and management on complex employee issues including but not limited to allegations of misconduct, reasonable suspicion drug and alcohol testing, fitness for duty examinations, ADA accommodation requests, leave of absence inquiries, investigative procedures, identifying legal risks associated with actions or non-action and monitors compliance and applies best practices in human resource policy and practices.
- Acts as final approver for position review, determines the appropriate classification and compensation, subject to City Manager approval and oversees the administration of preparing and maintaining job descriptions.
- Oversees records retention for Human Resources and Labor Relations-related files to include records retention and data requests.
- Performs all other duties as assigned.

COMPETENCIES

- Demonstrates thorough knowledge of applicable state and federal laws, rules and regulations related to labor relations, and PELRA, FLSA, COBRA, FMLA, ADA, HIPPA, MN PFML, ESST,etc.
- Demonstrates considerable knowledge of public sector human resources principles, practices, standards and methodology and the ability to apply them.
- Demonstrates considerable knowledge of labor relations, including negotiations, mediation, contract management and labor-management relations.
- Demonstrates knowledge of risk management, including various types of insurance coverage. Demonstrates knowledge of municipal government and the budget process.
- Demonstrates knowledge of public sector employee fringe benefits and their administration.
- Demonstrates ability to accurately comprehend, interpret, analyze and explain complex information.
- Demonstrates ability to establish and maintain effective working relationships with others.
- Demonstrates ability to communicate effectively both orally and in writing.
- Demonstrates ability to exercise sound judgment to objectively define, investigate, and resolve problems/conflicts.
- Demonstrates ability to negotiate and administer labor agreements and effectively manage and respond to grievances.
- Demonstrates ability to investigate complaints, evaluates performance and misconduct concerns and advise appropriately.
- Demonstrates ability to respect and maintain confidentiality of sensitive information, issues, and projects; maintain compliance with the Data Practices Act.
- Demonstrates ability to understand and respect the diversity of customers and co-workers, effectively communicating with individuals whose first language may be one other than English.
- Demonstrates proficiency using Microsoft Office and HRIS systems.

CERTIFICATION AND LICENSURE

- Must possess a valid Class D driver's license.

MINIMUM QUALIFICATIONS

- Bachelor's degree in human resource management, public administration, business administration, organizational development, Psychology or closely related field.
- Must have at least seven years of progressively responsible professional human resource experience including staffing, performance management, employee relations, compensation, benefits, training and project management.

PREFERRED QUALIFICATIONS

- Master's degree in public administration, public policy, organizational development, or closely related field.
- Labor Relations experience.
- Public sector experience.
- HRIS experience.
- Supervisory experience.
- Fluency in Spanish, Somali, Vietnamese or other non-English language prevalent in the City of Richfield

PHYSICAL DEMANDS

The physical demands that are described herein are representative of those that must be met by an employee to successfully perform the essential functions of the job. Office environment primarily.

Must have the ability to:

- Ability to sit, talk and listen for extended periods of time.
- Ability to bend, stoop, reach, manipulate doors, drawers and locks
- Specific vision abilities required include close vision and the ability to adjust focus.

AN AFFIRMATIVE ACTION/EQUAL/EQUITABLE OPPORTUNITY EMPLOYER/MFD

The City of Richfield is an equal opportunity employer and does not discriminate against any employee, job applicant, or contractor on the basis of race, color, creed, religion, national origin, ancestry, sex, sexual orientation, gender identity or expression, disability, age, marital status, genetics, status with regard to public assistance, veteran status, familial status, or membership on a local human rights commission.

This statement applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

City Council Meeting 1/13/2026
Agenda Section:
Resolutions

Agenda Item: 11.a.

Report Prepared By:
Matt Hardegger, Transportation Engineer

Department Director:
Kristin Asher, Public Works Director

Item for Consideration:
Consider a resolution approving the project layout and providing Municipal Consent for Phase 2 of the I-494 Corridor Vision Project.

EXECUTIVE SUMMARY

The Minnesota Department of Transportation (MnDOT) has requested municipal consent from the City of Richfield for a highway project on I-494. State statute requires cities who have been asked for municipal consent to hold a public hearing within 60 days of the request; the City held the public hearing on October 28th, 2025. The City must then vote on approval or disapproval of the project's layout within 90 days of the public hearing.

While considering Municipal Consent, Councilmembers may only consider elements of the project that are within the limits of Richfield, and conditions may not be imposed based on project elements in other cities or jurisdictions.

Project 2 of the I-494 Corridor Vision would:

- Construct an E-ZPass lane on I-494 between I-35W and 24th Avenue
- Reconstruct pavement on I-35W between American Boulevard and 75th Street
- Reconstruct the railroad bridge at Pleasant Avenue
- Reconstruct 78th Street east of 12th Avenue
- Reconstruct the I-494/Highway 77 interchange
- Perform bridge deck rehabilitation on the Lyndale Avenue bridge over I-494.

Other work in the project's scope outside of Richfield includes E-ZPass extension on I-494 between West Bush Lake Road and Highway 100 and reconstruction of the I-35W/82nd Street interchange in Bloomington.

RECOMMENDED ACTION

By Motion: Adopt the resolution approving the project layout and providing municipal consent for Project 2 of the I-494 Corridor Vision.

HISTORICAL CONTEXT

MnDOT is in the process of completing the approved I-494 Corridor Vision ("Vision"), which was developed in consultation with the adjacent communities along the corridor through a Project Advisory Committee of local and state elected officials. The Vision

was originally broken into 4 individual projects, with projects expected to be advanced as funding became available.

Project 1 was given municipal consent by the Richfield City Council in February 2022 and began construction in 2023, with a bid price of approximately $377 Million. Project 1 included significant ramp reconfigurations at the I-35W/I-494 interchange and the I-494/Penn Avenue interchange, construction of an additional E-ZPass lane between Highway 100 and I-35W, construction of a new pedestrian bridge at Chicago Avenue, and access reconfiguration at Nicollet Avenue/Portland Avenue/12th Avenue resulting in access removal at Nicollet Avenue and 12th Avenue and a widened full-access interchange at Portland Avenue. This work also included partial trail construction parallel to I-494 along 78th Street, reconstruction of the Portland Avenue/77th Street intersection, and reconstruction of portions of 78th Street. Richfield's cost participation on this project was approximately $3 Million.

Project 2 is a combination of the three remaining Vision projects. The project is estimated at $297 Million in the 2026-29 Draft State Transportation Improvement Program, including a $138 Million INFRA Grant from the USDOT in October 2024, and the remaining portion of a $134 Million 2018 Corridors of Commerce grant for the E-ZPass Lanes. The grant funding, along with other MnDOT funds, are expected to cover nearly all the costs of Project 2.

MnDOT requested municipal consent from the City on Friday, August 29th, 2025. A public hearing was held at the Regular City Council Meeting on Tuesday, October 28th, 2025.

A staff analysis of the City Council's Regional Project Evaluation Framework has been included in this packet, along with the current project layout.

EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

<u>Full Vision</u>

Equity: The full buildout is expected to reduce congestion in south Richfield, decrease traffic along Nicollet Avenue and 12th Avenue, calm traffic on 78th Street between Chicago Avenue and 12th Avenue by removing through access to Portland Avenue, create improved pedestrian facilities on reconstructed freeway bridges for Nicollet Avenue, Portland Avenue, and 12th Avenue, and create a new pedestrian connection over I-494 at Chicago Avenue. The project, taken as a whole, is expected to improve both motorized and non-motorized transportation options in the City, which should result in reduced transportation-related delay and costs.

Strategic Goals: The full Vision partially supports *City infrastructure supports service needs* and *Climate resilience is a priority* goals with the construction of the new non-motorized bridge over I-494 at Chicago Avenue, new ped/bike facilities along 78th Street and across I-494, reduced traffic on 12th Avenue, and the City not taking ownership of the reconstructed or new bridges over I-494. This new infrastructure does require additional maintenance, which may not support the *service needs* goal. The expanded freeway is expected to generate more traffic, which will increase greenhouse gas emissions in the corridor, which would not support the *climate resilience* goal.

<u>Project 2</u>

Equity: Project 2, taken alone, is expected to increase tailpipe emissions and tire-wear particulate matter, worsening air quality in the short term in the two historically disadvantaged Census tracts of the City. While MnDOT does expect that technological innovations will drastically reduce particulate matter along freeways by 2050, these reductions would not be due to the construction project. There is expected to be a short term reduction in travel times along the I-494 corridor as a result of the project, which may lead to less time delay for residents traveling along the corridor and reduce other emission types.

Strategic Goals: Project 2 supports *City infrastructure supports service needs* and *sustainable infrastructure financing*. The project does not require significant City cost participation, and is expected to reduce congestion in the short term on roads in Richfield. Project 2 does not support *Climate resilience is a priority*, since an expanded I-494 is expected to attract more vehicles, which will create more greenhouse gas emissions in the short term. Additionally, Project 2 (and the full Vision) do not address stormwater capacity and flooding concerns in southeast Richfield, which would require upsizing of pipes within the I-494 corridor to meaningfully address.

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

- The Municipal Consent process is defined in Minnesota Statutes, sections 161.162 to 161.167.
- The City Council created the Regional Project Evaluation Framework in 2023 to evaluate the impacts of projects like this on the community. An analysis of each category is included as an attachment.

CRITICAL TIMING ISSUES

A vote must be held to approve or disapprove of the project prior to January 27th, 2026 to comply with Minnesota Statutes, section 161.164.

FINANCIAL IMPACT

- Richfield's expected cost participation in Project 2 is approximately $9,000.
- Additional costs may be incurred to construct elective items, such as local utility improvements or local lighting features.

LEGAL CONSIDERATIONS

A Public Hearing was held on October 28th, 2025. Legal notice of the Public Hearing was published in the Sun Current newspaper on September 25th, 2025 and October 23rd, 2025.

ALTERNATIVE RECOMMENDATION(S)

ATTACHMENTS

1. 2025-01-13 DRAFT Resolution I-494 MC (v2)
2. 2785-462 City of Richfield MC Letter-v2 082925
3. SAL-SAP_SP 2785-465 I494_1C_SIGNED
4. 26cm01

5. 2026-01-13 Municipal Consent 101_City Council Briefing January 2026

RESOLUTION NO.

RESOLUTION PROVIDING MUNICIPAL CONSENT TO THE MINNESOTA DEPARTMENT OF TRANSPORTATION FOR THE I-494 CORRIDOR VISION PROJECT 2 PROPOSED FINAL LAYOUT (SP 2785-462)

WHEREAS, the City Council of the City of Richfield is the official governing body of the City of Richfield, Minnesota; and

WHEREAS, the Minnesota Department of Transportation ("MnDOT") is developing a project (the "Project") to construct Project 2 of the I-494 Corridor Vision. Project 2 of the I-494 Corridor Vision will construct an E-ZPass lane on I-494 between I-35W and 24th Avenue, reconstruct pavement on I-35W between American Boulevard and 75th Street, reconstruct the railroad bridge at Pleasant Avenue, reconstruct 78th Street east of 12th Avenue, reconstruct the I-494/Highway 77 interchange, and perform bridge deck rehabilitation on the Lyndale Avenue bridge over I-494, construct ADA improvements on the impacted local system, construct drainage system improvements, and construct utility relocations; and

WHEREAS, Minnesota Statutes Section 161.164 provides, "Before proceeding with the construction, reconstruction, or improvement of any route on the trunk highway system lying within any municipality, the commissioner [of transportation] shall submit to its governing body a final layout and project report covering the purpose, route location, and proposed design of the highway... [which] must include a good-faith cost estimate of all the costs in which the governing body is expected to participate... The governing body shall, within 60 days of receiving a final layout from the commissioner, conduct a public hearing at which the Department of Transportation shall present the final layout for the project... Within 90 days from the date of the public hearing, the governing body shall approve or disapprove the final layout in writing…"; and

WHEREAS, the Project will deliver the remaining elements of the I-494 Corridor Vision so the whole benefits of the project can be fully realized: A) reduce traffic congestion and improve reliability of average rush hour trip, B) improve safety for all modes, C) provide a transit advantage to increase the number of people who can be efficiently moved through the area, D) restore pavement to preserve infrastructure and provide a smoother ride, E) preserve existing bridges, F) improve drainage systems to reduce localized flooding and reduce run-off into the Minnesota River, and G) improve connectivity for pedestrians and bicyclists crossing I-494; and

WHEREAS, on August 29, 2025, MnDOT submitted the proposed Final Layout and other supportive materials and data to the City and requested the City's consent to and approval of the proposed Final Layout pursuant to the provisions of Minnesota Statutes Section 161.164; and

WHEREAS, the Project is proposed to be administered by MnDOT via the design-build project delivery method, with the contract anticipated to be let in October 2026; and

WHEREAS, pursuant to the provisions of Minnesota Statutes Section 161.164, the City scheduled a public hearing, conducted a public hearing, provided at least 30-days'

notice of the public hearing and has 90 days from the date of the public hearing to approve or disapprove the proposed Final Layout by resolution; and

WHEREAS, at said public hearing, officials of the Minnesota Department of Transportation presented plans for review and responded to questions, and the City Council received comments regarding these plans from the public and City staff and considered all the materials and testimony which had been presented.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Richfield approves the plans and proposed Final Layout submitted by the Minnesota Department of Transportation on August 29, 2025 and presented at the October 28, 2025 public hearing, and will cooperate with MnDOT for the successful construction of this Project.

Adopted by the City Council of the City of Richfield, Minnesota this 13th day of January, 2026.

_____
Mary B. Supple, Mayor

ATTEST:

_____
Michelle Friedrich, City Clerk

DEPARTMENT OF TRANSPORTATION

Metropolitan District
1500 West County Road B2
Roseville, MN 55113

August 29, 2025

Kristin Asher, P.E.
City of Richfield – Public Works Director
6700 Portland Ave
Richfield, MN 55423

Dear Ms. Asher,

MnDOT is in the process of developing Project 2 of the I-494 Corridor Vision, which will complete the construction of the corridor vision. Project 2 is being developed for letting in October 2026, as a design-build project.

The scope of project 2 is listed below.

- Add EZ Pass lanes on I 494 (from Hwy 77 to I-35W, and TH 100 to TH 169) to improve the safety and flow of traffic.
- Reconstruct the 82nd St. interchange, add a new bridge braid from SB I-35W to 82nd St.
- Reconstruct ramp from EB I-494 to SB I-35W.
- ADA improvements, construct and/or reconstruct pedestrian/multimodal facilities along 81st Ave, 82nd Ave, 83rd Ave, Girard Ave, frontage roads west of I-35W, and north and south frontage roads on I 494 between 12th Ave and Hwy 77.
- Drainage system improvements on I-35W and I-494.
- Construct cul-de-sacs on 81st Ave, 83rd Ave and Girard Ave.
- Watermain relocation due to new construction along I35W.

The whole benefits to the region, of the corridor vision, that will now be fully realized with the completion of Project 2 are:

- Reduce traffic congestion and improve reliability of the average rush-hour trip
- Improve safety for all modes

- Provide a transit advantage to increase the number of people who can be efficiently moved through the area
- Restore pavement to preserve infrastructure and provide a smoother ride
- Preserve existing bridges
- Improve drainage systems to reduce localized flooding and reduce run-off into the Minnesota River
- Improve connectivity for pedestrians and bicyclists crossing I-494

Municipal consent for MnDOT projects is described in Minnesota Statutes 161.162 through 161.167. This stature applies to projects that create changes in access, traffic capacity changes, or acquisition of permanent right-of-way.

The deadlines (per MN Statute 161.164) for the City's responsibilities regarding municipal consent of the attached layout are as follows:

- Within 15 days of receiving the final layout, schedule a public hearing.
- Within 60 days of receiving the final layout, conduct the public hearing.
- Provide at least 30 days' notice of the public hearing.
- Within 90 days of the public hearing, approve or disapprove the layout by resolution.

At this point, the total participation required by the city is estimated to be approximately $8,528.

If any, cost participation and identified maintenance responsibilities will be handled as part of a cooperative construction agreement developed between MnDOT and the City. I would be happy to work with you as we traverse our way through this process.

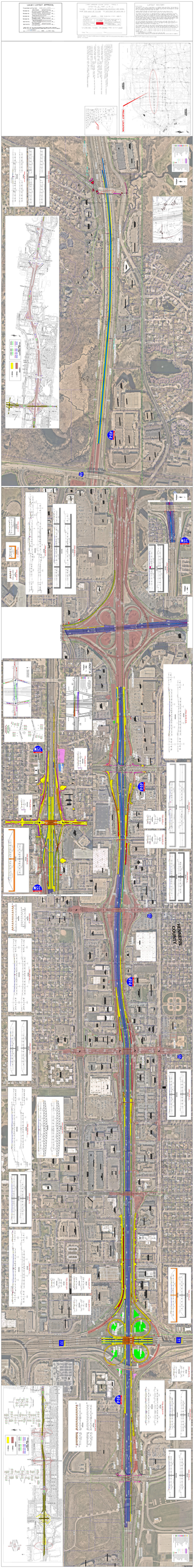
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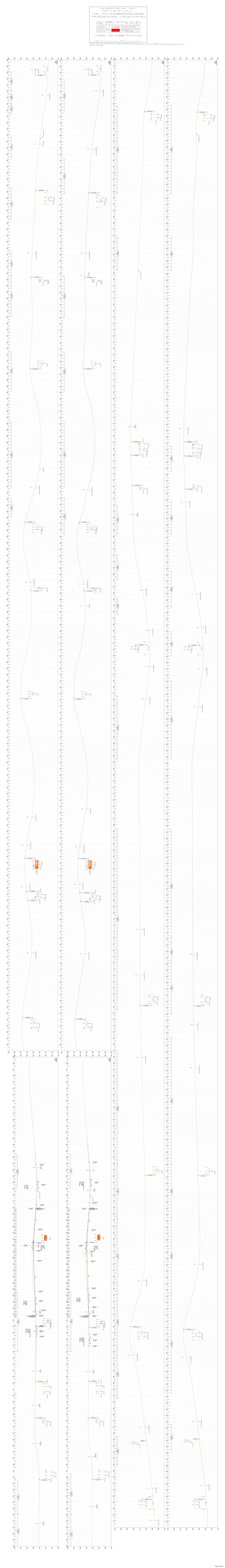
Andrew Lutaya Digitally signed by Andrew Lutaya
Date: 2025.08.29 12:13:28 -05'00'

Andrew Lutaya, P.E.
MnDOT Metro District

CC: Ryan Wilson MnDOT West Area Manager
file

Equal Opportunity Employer





Page 001 of 001

I-494 CORRIDOR VISION LAYOUT - PHASE 2

PROFILE No. 1B PART 2 OF 2

TH 494 VICINITY OF BLOOMINGTON, RICHFIELD AND EDINA

FROM 1500' EAST OF TH 169 TO 670' EAST OF 24TH AVE S

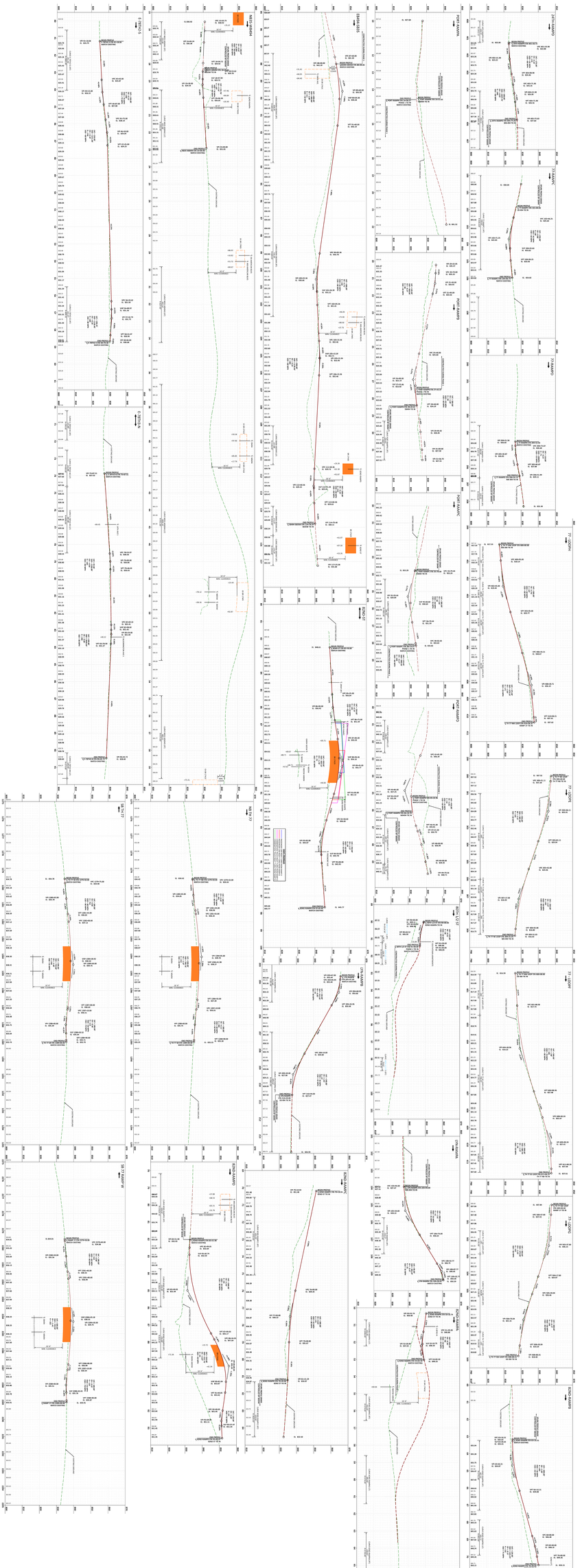
Prepared DECEMBER 2024 Scales Hor. 1 Inch = 100 Ft.
By MSB Ver. 1 Inch = 10 Ft.

The alignment and grades shown on this map are tentative and subject to change without notice.	Staff Approval Date 01/2025	The traffic volumes shown are estimates for year 2045. From: Kittelson to Mjdwy 169 Memorandum dated: To and Technical Memorandum dated: Prepared April 8, 2025

S.P. 2785-465 TH 494 JOB 19AGB63 PPMS Activity 6233

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City Council Memorandum

Date: January 8, 2026 Item No. **1**

To: The Honorable Mayor and Members of the City Council

From: Katie Rodriguez, City Manager

CC: Kristin Asher, Public Works Director

Subject: I-494 Project 2 – Regional Framework Items Staff Evaluation

Purpose

Staff are providing this memo to summarize staffs' evaluation of the Regional Project Framework criteria for I-494 Vision Project 2, in advance of the Council vote on a municipal consent resolution.

The Framework was developed to guide decision-making processes for regional projects. This analysis is intended to demonstrate tradeoffs between different targets, as some projects may have targets that conflict with each other.

This memo is information dense – Public Works Director Kristin Asher is available to answer any questions prior to the Council meeting on Tuesday, January 13th.

Municipal Consent Reminder

The Richfield City Council review is limited to project elements that are within the city limits of Richfield. In this case, MnDOT is seeking municipal approval to expand I-494 in the form of E-ZPass lanes between I-35W and Hwy 77.

Memo Structure

Each section of this memo uses the following structure to summarize analysis of the Regional Project Framework by both MnDOT and City Staff:

MnDOT Framework Evaluation of Full Vision: This section presents MnDOT's statement on each framework criteria as of the October 25, 2025 City Council Work Session. These statements are short summaries that were intended to fit on a slide and were part of a larger, more detailed discussion during the work session.

Staff Conclusion: This section provides a summarized conclusion of City staff's analysis of the data provided by MnDOT.

Discussion: This section provides an analysis by City staff of the data provided by MnDOT.

Staff Recommendation

Staff will be recommending that the Council approve MnDOT's layout for Project 2 and provide Municipal Consent.

Richfield Framework Evaluation:

Air Quality Improvements

Framework Target: *Air quality is improved for Richfield residents in close proximity to the project.*

MnDOT Framework Evaluation of Full Vision (Oct. 25): "*Minimal differences between No Build and Build condition."*

Staff conclusion: This project will not improve air quality for the region. Air quality may be improved in the area with fleet improvements such as electric vehicle adoption or improved internal emission capture technologies, but these are independent of the construction project impacts.

Discussion: MnDOT's analysis is limited to regional effects and cannot calculate local effects. This is a limitation of the regional modeling, and more geographically specific impacts cannot be reasonably expected from this model. The modeled changes in emissions satisfy NEPA and MEPA (National and Minnesota Environmental Protection Agencies) guidelines.

While the modeling shows increases in several emissions categories (listed below), MnDOT considers the low percentage changes to be minimal (October 2025 work session memo).

With MnDOT's analysis of Build (Project 1 + Project 2) vs No Build (Project 1 only) scenarios, 2050 projections include:

- Net reductions in total PM 2.5 and PM 10 particles
- Carbon monoxide, sulfur dioxide, exhaust related PM 2.5 and PM 10, tirewear PM 2.5 and PM 10 particles, Naphthalene, diesel particulate matter, and polycyclic organic matter all increase by more than 0.5%.
- Volatile Organic Compounds, Benzene, Acrolein, Ethyl Benzene stay level or increase by less than 0.5%.
- Nitrogen Oxide, Formaldehyde, and Acetaldehyde decrease by less than 0.5%.
- Brakewear particulate matter is projected to decrease by approximately 2%, which creates the net reductions in PM 2.5 and PM 10, if congestion reduction projections come to fruition.

The only comparison provided was 2050 projections to 2018 levels, which exhibit 50-90% decreases in all emissions except tirewear. While an intermediate analysis is not a requirement of NEPA and MEPA guidelines and MnDOT is not required to complete this analysis, city staff do not think this allows for a fair comparison between build and no build scenarios. By only comparing the 2050 projections, this analysis appears to be reliant largely on technological advances to demonstrate that a roadway expansion

project that is expected to increase vehicle miles travelled (VMT) will improve air quality for the region.

MnDOT analysis also states that these minor increases in Mobile Source Air Toxics are negligible and that nothing in the Build scenario will exceed the National Ambient Air Quality Standards (NAAQS), which satisfies NEPA requirements.

If congestion reduction goals are met, PM 10 and PM 2.5 may decrease due to decreases in brake usage through the city. Since MnDOT's analysis appears to rely on fleet improvements (electric vehicles become prevalent) for the majority of the air quality improvements, and the Build scenario (Project 2) increases some types of emissions over the No Build (Project 1 only) projections, city staff feel that the project is not directly responsible for the increases in air quality that MnDOT is projecting.

Cost-Effectiveness

Framework Target: *The project is a cost-effective solution that provides safety, congestion, and mobility benefits*

MnDOT Framework Evaluation of Full Vision (Oct. 25): "*Benefit-Cost Analysis (BCA) reported at 1.7 for the full vision and 1.2 independently for Project 2, confirming it to be cost effective."*

Staff conclusion: Project 2 (and the full Vision) are cost-effective, based on MnDOT and FHWA methods of calculation.

Discussion: During the grant applications for Project 1, the BCA was judged to be a 4.0 factor, meaning the financial benefit of the project was estimated to be 4x the construction cost. This benefit is realized through reduced congestion, reduced crashes, and increased freight throughput.

The full vision buildout was deemed to have a cost-benefit of 1.7. For Project 2, the BCA is 1.2.

Fills a Gap or Need

Framework Target: *The project fills a gap or documented need outlined in (1) local and (2) regional planning documents*

MnDOT Framework Evaluation of Full Vision (Oct. 25): *"Improvements to the local Richfield system include ped access, trail gaps, street lighting"*

Staff conclusion: Project 2 fills gaps and needs identified in the I-494 Vision process that was developed and agreed to by city, county, state, and federal partners to address congestion on I-494. The full vision fills gaps and needs in the city's Bicycle Master Plan.

Discussion: The I-494 Vision identified 9 project elements to complete the full vision. Project 1 completed 4 of these elements, and Project 2 is comprised of the remaining 5.

The Richfield Bicycle Master Plan includes east-west bikeways that connect Xerxes Ave to Knox Ave and Pleasant Ave to Bloomington Ave. Project 1 constructed portions of the bikeway between Xerxes and Knox, including the full portion between Penn and Knox. Project 1 also constructed the Pleasant Ave to 12th Ave portion of the route. Project 2 will construct the eastern portion of this bikeway between 12th Ave and Bloomington Ave. There are remaining gaps in this bikeway—that were outside of either the frontage road reconstruction limits or MnDOT right-of-way—between Xerxes and Thomas Aves, and between the apartment driveway and Penn Ave, as well as north-south connections at minor roads, that would be the city's responsibility to fill in the future.

Funding

Framework Target: *The project aligns with known funding opportunities (e.g. grants). The type of funding may influence when a project is built – shifting its priority*

MnDOT Framework Evaluation of Full Vision (Oct. 25): *"Project 2 total funding: Federal: $133M, State bonds: $129M; Richfield Project 2 total funding: $9k"*

Staff conclusion: Project 2 is adequately funded, Richfield does not have a significant cost share, and there is limited risk of additional costs of the city.

Discussion: The estimated cost of Project 2 is $330-360 million, of which Richfield is estimated to share approximately $9,000. Project 2 is largely funded by federal INFRA grant money ($133.4 million) and state Corridors of Commerce grant money ($129 million).

Project 1 had a bid price of approximately $377 million at contract letting, which included $60 million of federal INFRA funds and $215 million of state Corridors of Commerce funds. Richfield's cost share of Project 1 has been approximately $3.3 million.

Local Congestion/Mobility Improvements

Framework Target: *The project will provide congestion relief to the local system*

MnDOT Framework Evaluation of Full Vision (Oct. 25): "*I-494 improvements attract vehicles from local system and improve freight mobility. Signal removals, reconstructions, or modifications on Nicollet, Portland & 12th Aves. Portland re-designed."*

Staff conclusion: Project 2 may reduce east-west congestion on parallel routes in Richfield. The Full Vision is expected to create mixed changes to local congestion on both east-west and north-south routes in the city, with some improving and some getting more congested (especially within the "box" created by 76th Street, Penn Ave, Lyndale Ave, and 82nd Street).

Discussion:

Project 1

The access removals at 12th Avenue and Nicollet Avenue should reduce traffic on both roads north of 494. Neither of these roads currently experiences significant congestion north of 77th Street, but access removal should reduce congestion between 494 and 77th Street on these roads.

The access reconfiguration at Portland Avenue will likely increase traffic on Portland Avenue and increase congestion between 494 and 77th Street. With access to 494 available via the 77th Street underpass and 24th Avenue interchange, some traffic may divert to that interchange, limiting the increase in traffic at Portland.

As expected, the access removal to Penn Avenue from I-35W using I-494 will increase traffic using the "box" – 76th/77th Street, Lyndale Avenue, 82nd Street, and Penn Avenue. Congestion on the stretch of 76th Street between Penn and I-35W may increase due to this access reconfiguration.

In the final configuration, portions of 76th/77th that are not part of the "box" may experience less traffic, while portions within the "box" may see increased traffic. The segments of 77th Street between Portland and 12th Avenue and between Portland and Nicollet Avenue will also likely see some increase in traffic, due to the closure of those accesses to/from 494.

Project 2

The second project does not appear to significantly alter local congestion/mobility in Richfield. Construction of the E-ZPass lanes east of I-35W may attract some parallel 77th Street traffic to the freeway. The E-ZPass expansion is projected to provide some minor reduction in traffic on both 66th Street and Highway 62 in 2050 vs without the expansion, but in both scenarios the expected traffic growth on these routes is expected to create more traffic in 2050 than is currently present.

North-south traffic is not expected to change as a result of this project.

Local Safety Benefits

Framework Target: *The project will help mitigate safety issues and conflicts between users on the local system*

MnDOT Framework Evaluation of Full Vision (Oct. 25): "*New and improved ped/bike infrastructure including ped bridge, sidewalk, and trails. Reduce local system crash rates. Improved safety on Nicollet and 12th via access consolidation"*

Staff Conclusion: Project 1 and Project 2 safety improvements are largely on the freeway system. Project 1 provided likely local vehicle safety improvements along Nicollet and 12th Avenues and for pedestrians and bicyclists crossing I-494 and along 78th Street. Project 1 also will increase the vehicle throughput at the 77th Street/Portland Avenue and SB I-35W/76th Street intersections, which could have a negative effect on safety at those locations. Project 2 does not alter local roadways for safety considerations, but reduced congestion should improve safety.

Discussion:

Project 1

The main local safety benefit from Project 1 is the removal of the freeway ramps at Nicollet Avenue and 12th Avenue. 2.5% of the total non-freeway crashes in Richfield from 2020-Q3 2025 occurred at these two intersections. The addition of improved bicycle and pedestrian facilities on the Portland Avenue, Nicollet Avenue, and 12th Avenue bridges, as well as the new Chicago Avenue pedestrian bridge also are all real safety improvements for the Richfield community. Additional I-494 capacity attracting traffic away from 77th Street should also have a safety benefit with fewer vehicles on the local system.

Bicyclist and pedestrian safety will be improved on 78th Street with the addition of several miles of shared use path. However, there are still portions of the system, especially at endpoints, that remain disconnected with gaps that require pedestrians and cyclists to use the street to begin or finish their trip. MnDOT did not construct bikeways outside of MnDOT ROW, and only constructed bikeways next to frontage roads that were reconstructed as part of the 494 projects, which is why some of the independent segments do not connect to the larger network or end at termini that do not appear logical. The remaining gaps are the responsibility of the city to fill.

The tradeoff of safety benefits elsewhere on the project is the potential for increased safety issues elsewhere in the project area. Reconfiguring access from Nicollet and 12th to Portland will drastically increase the total number of vehicles going through the Portland Ave/77th Street intersection. While safety measures have been implemented to limit crashes in this area, the sheer number of cars expected here will likely increase the gross number of crashes at the intersection compared to pre-expansion. Second, with the Penn Avenue interchange reconfiguration that will no longer allow I-35W traffic to access Penn Avenue via 494, traffic will increase at the southbound I-35W ramp to 76th Street. This intersection has frequently been identified as a safety hazard by the community, and no additional safety measures have been proposed here as part of the full vision build out.

Project 2

Most safety benefits for Project 2 are limited to the freeway and local roads in Bloomington. Project 2 offers some limited opportunities to add local lighting to improve visibility along 78th Street east of 12th Avenue, near the Pleasant Avenue railroad tracks, and near Lyndale Avenue.

Ownership and Major Maintenance

Framework Target: *The City will not take on ownership or major maintenance of regional infrastructure components*

MnDOT Framework Evaluation of Full Vision (Oct. 25): "*MnDOT to own all additional major infrastructure"*

Staff conclusion: The city is not expected to own or maintain any additional major infrastructure as a result of Project 2.

Discussion: Project 1 did include the cities of Richfield and Bloomington sharing major maintenance responsibility for the Chicago Avenue pedestrian bridge.

MnDOT is also planning to turn back portions of 78th Street that are within MnDOT right-of-way to the city following the completion of the Full Vision, with terms to be determined at the time of turnback. This includes large stormwater pipes constructed under 78th Street to better separate stormwater which falls on Richfield from stormwater that falls on the interstate.

Project Support

Framework Target: *The project has received community support (e.g. municipal consent) and/or approval from local, regional, and state agencies*

MnDOT Framework Evaluation of Full Vision (Oct. 25): "*PAC Support for corridor vision from Edina, Bloomington, Richfield, Hennepin County, Met Council, FHWA"*

Staff conclusion: Project 2 has the support of local, regional, and state agencies.

Discussion: Project 2 has received municipal consent from the cities of Bloomington and Edina.

The full vision was developed and supported by the Policy Advisory Committee, which was comprised of state, county, and local elected officials (including Richfield) in addition to MnDOT. Project 1 received municipal consent from the City of Richfield.

The project has successfully received competitive grant funding from the state and federal governments.

Promotes Multimodal Transportation Options

Framework Target: *The project helps enhance multimodal transportation options*

MnDOT Framework Evaluation of Full Vision (Oct. 25): "*E-ZPass provides carpool and future transit advantage. New and improved bike and ped facilities. Accommodates D-line and adds new/reconstructed bus shelters"*

Staff Conclusion: Project 2 includes minor trail connections along 78th Street that will create better multimodal connections. The bulk of the multimodal enhancements were included in Project 1, including the new bridges at Nicollet Ave, Portland Ave, Chicago Ave, and 12th Ave.

Discussion:

Project 1

Project 1 improved multimodal access across 494, with improvements to bike and ped infrastructure at Nicollet and Portland Avenues, as well as the retention of the bike crossing at 12th Avenue, and a new pedestrian/bicycle bridge over 494 at Chicago Avenue.

Project 1 also begins to fill gaps along 78th Street in the city's Bicycle Master Plan. Full trails will be built between Penn Ave and Knox Ave and between Pleasant Ave and 12th Ave. Partial trails will be built between Thomas Ave and just west of Penn and a small segment east of 12th Ave. MnDOT did not construct bikeways outside of MnDOT ROW,

and only constructed bikeways next to frontage roads that were reconstructed as part of the 494 projects, which is why some of the independent segments do not connect to the larger network or end at termini that do not appear logical. The remaining gaps are the responsibility of the city to fill.

The access removal to Penn Avenue in Project 1 will also likely send more traffic on and off I-35W via the 76th Street ramps. These ramps have been identified as pedestrian and bicycle safety hazards by the community. These hazards will only get worse with increased traffic.

Project 2

Project 2 extends a bicycle trail from 12th Avenue to Bloomington Avenue, which is an identified route in the city's Bicycle Master Plan. Project 2 also will replace the sidewalks on the Lyndale Avenue bridge over I-494.

Reduce Inequities

Framework Target: *The project will help improve the quality of life for underrepresented populations*

MnDOT Framework Evaluation of Full Vision (Oct. 25): "*New and improved access in areas of low income. Reduce in hours of congestion on highway and local streets. Noise mitigation with proposed noise walls"*

Staff conclusion: The full vision buildout is expected to reduce inequities. The project elements expected to most benefit residents who live near the freeway were constructed in Project 1.

Discussion: MnDOT's analysis for their environmental documentation has not identified any negative impacts to underrepresented communities, based on NEPA and MEPA guidelines.

Project 1 contained several elements which benefitted underrepresented populations in Richfield. Improved pedestrian connections along and across I-494 improve access to daily needs, especially for residents without access to a vehicle. Noise walls are also being constructed near several multi-unit residential complexes. MnDOT's noise wall voting process did lead to the exclusion of a noise wall west of Penn Avenue that was desired by residents but not desired by the owner of a multi-unit property.

Expected congestion mitigation due to the E-ZPass expansion in Project 2 will benefit residents by lowering the amount of time spent in vehicle traffic, and could potentially lower traffic on 77th Street, creating safer conditions for pedestrians and motorists. However, regional air quality is not expected to improve, which may lead to continued worse health outcomes for residents in Richfield, including the underrepresented populations which live closest to the freeway.

While temporary and necessary for construction and not part of the NEPA/MEPA analysis, renters near 494 have also experienced the brunt of the construction impacts from Project 1 and will continue to experience the brunt of construction impacts from Project 2.

Reduce Greenhouse Gas Emissions

Framework Target: *The project will provide a net decrease in ongoing greenhouse gas emissions*

MnDOT Framework Evaluation of Full Vision (Oct. 25): "*Minimal differences between No Build and Build."*

Staff conclusion: Project 2 will result in an increase in regional carbon dioxide (CO2) emissions.

Discussion: MnDOT's analysis states that the baseline 2018 CO2 emissions are 716,402 Metric Tons (MT) per year, with the No Build alternative (Project 1) having 2050 emissions of 345,082 MT and the Build alternative (Project 2) having 349,332 MT. This is a 1.2% increase between the Build and No Build alternative, with a claim of a 52% decrease from the existing figure. Since the state and federal governments have not set thresholds to require mitigation, MnDOT does not have required minimum mitigation steps to meet with Project 2.

Project 1 did include investments in active infrastructure and transit infrastructure, which were strategies outlined in MN Statutes 161.178 to mitigate projects with increased GHG emissions. This law was passed in 2023, but implementation has been delayed, and it does not directly apply to this project. There are also not currently accurate ways to model the impact of these mitigation factors.

Project 2's mitigation strategies include the active transportation components of the project (the trail connection from 12th Ave to Bloomington Ave and the ADA work on Lyndale Ave), and $2.1 million from MnDOT and the Met Council to fund Transportation Demand Management strategies in the corridor before, during, and after construction of Phase 2. A steering committee is currently meeting regularly to determine how to allocate that money.

Similar to the Air Quality analysis, MnDOT's projected reduction includes significant fleet technological changes that reduce GHG emissions.

According to MnDOT's data, the difference in annual CO2 emissions between the Build and No Build scenarios is an additional 4250 MT of CO2 per year in 2050. According to the EPA's calculator, this additional CO2 is equivalent to the annual energy use of 571 households per year.

According to the Met Council's 2023 Transportation System Performance Evaluation, passenger vehicles were the leading source of regional GHG emissions in 2018, and transportation accounted for 56% of regional GHG emissions.

This analysis does consider the additional GHGs produced by construction.

Property Impacts

Framework Target: *The project uses flexible design practices to eliminate (ideally) or minimize any property impacts, including public park properties.*

MnDOT Framework Evaluation of Full Vision (Oct. 25): "*Project 1: acquisitions along Portland Ave. Project 2: temporary easements"*

Staff conclusion: Project 2 does not require additional property impacts in Richfield.

Discussion: The full vision required significant property impacts and acquisitions in the 77th Street & Portland Ave intersection area.

- Three parcels were permanently acquired by MnDOT
  - 7700 Portland Ave, 7730 Portland Ave, and 616 E 78th Street
- Two parcels had buildings demolished while the owner kept the land
  - 500 E 78th Street, 7731 4th Ave
- Portions of the east side of Roosevelt Park were impacted to accommodate a wider Portland Ave.

Other temporary and permanent easements were acquired throughout the project, but did not result in building demolition or property acquisition.

I-494 Corridor Vision

Project 2 Municipal Consent

Request for Municipal Consent

On August 29, 2025, MnDOT requested Municipal Consent (MC) for Project 2 of the I-494 Vision as approved by the Policy Advisory Committee. The submittal of their MC package triggers the MC statute requiring local agencies to either approve or disapprove the project by Monday, January 26th, 2026.

Statutory Trigger for Municipal Consent

Minnesota Statutes, sections 161.162 through 161.167 governs the MC process for MnDOT projects that involve the construction, reconstruction, or improvement of any route on the trunk highway system lying within any municipality which alter access, increase or reduce traffic capacity, or require acquisition of permanent rights-of-way.

The proposed I-494 Corridor Vision Project 2 triggers the statutory MC process because it adds additional capacity.

Minnesota Statutes, section 161.164 describes the City's responsibilities and timeline for action for a project that triggers the MC statute:

1. The Municipality receives the final project layout and other required items from MnDOT;
2. Within 15 days of receiving the final layout, schedule a public hearing;
3. Provide at least 30 days' notice of the public hearing;
4. Within 60 days of receiving the final layout, conduct the public hearing; and
5. Within 90 days of the public hearing, approve or disapprove the layout by resolution (must be complete on or by day 150 from the receipt of final layout—January 26th, 2026).

Role of City Council

The role of the City Council is to thoroughly vet the project with the interests of their Ward, the City, and the Region in mind. While the opportunity for public input and changes to most of the detailed project elements has passed, the City Council is now tasked with approving or disapproving the larger project as a whole on behalf of these stakeholders.

If the City Council approves the final layout or does not disapprove the final layout via resolution within 90 days from the date of the public hearing (item 5 above), the final layout is deemed approved and MnDOT may continue with project development.

If the City Council disapproves the final layout via resolution, the city may request specific changes to the project layout within the city limits. MnDOT may make changes

requested by the City, decide to not proceed with the project, or appeal the final layout rejection via an appeal board. This appeal board process is described at length in Minnesota Statutes section 161.164, subdivision 2 & 3, & section 161.165.

The review of the City Council is limited to project elements located within the city limits. For instance, the Council may not disapprove the layout to request changes to the project in Bloomington or Edina.

Actions Following Disapproval

Disapproval of the project would almost certainly result in MnDOT referring the final layout to the Appeal Board laid out in Minnesota Statutes, section 161.165 which would trigger a hearing within 30 days of referral. The Appeal Board would consist of one member appointed by MnDOT, one member appointed by the City, and one member appointed by mutual agreement of the City and MnDOT. In short, the Appeal Board could recommend:

1. Approval of the final layout and MnDOT would proceed with project development;
2. Approval of the final layout with changes and MnDOT could:
    I. agree to the changes;
    II. decide not proceed with the project; or
    III. decide to move forward with the final layout and explain why to the City and Appeal Board in a report stating fully the reasons for doing so; or
3. Disapproval of the final layout and MnDOT could:
    I. decide not to proceed with the project; or
    II. decide to move forward with the final layout and explain why to the City and Appeal Board in a report stating fully the reasons for doing so.

If at any time in the Appeal Board process MnDOT agrees to layout changes that affect highway access, traffic capacity, or require additional acquisition of permanent rights-of-way, the final layout would be required to restart the entire Municipal Consent process described in the section titled “Statutory Trigger for Municipal Consent” above.

Considerations

It is important that the City Council recognize the regional, State, and Federal significance of this project when considering authorizing MC. Staff is confident that after years of work towards the larger “I-494 Vision”, including many benefits to the city that were constructed in Project 1, that MnDOT has been responsive to Richfield’s concerns and that the final layout for Project 2 is agreeable to the future of our City. The collaborative nature of the intergovernmental I-494 Technical Advisory Committee (TAC) and Policy Advisory Committee (PAC) has resulted in a Vision that is beneficial to all involved but perfect for none.