



# Richfield City Council Agenda

February 10, 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. **Meeting Minutes from (1) City Council Work Session from January 27, 2026, and (2) Regular City Council Meeting from January 27, 2026.**
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](http://richfieldmn.gov/citycouncil)
6. **Proclamations and Presentations**
7. **Consent Calendar**

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

  - a. **Approve Disbursements/Claims**
  - b. **Consider a resolution authorizing the Mayor and City Manager to finalize and execute Hennepin County Cooperative Agreement No. PW 22-19-25 for the 2026-27 Nicollet Avenue Reconstruction Project.**
  - c. **Consider the approval of a resolution authorizing the lawful gambling premises permit by Richfield Lions Club, to conduct lawful gambling at Sandy's Tavern, 6612 Penn Avenue South.**
8. **Consideration of Items, if Any Removed From Consent Calendar**
9. **Public Hearings**
10. **Proposed Ordinances**
11. **Resolutions**
12. **Other Business**
13. **City Manager's Report**
14. **Council Discussion**
  - a. **Hats off to Hometown Hits**
  - b. **Council Liaison Reports**
15. **Adjournment**

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

Includes Materials - Materials relating to these agenda items can be found in the Council Chambers Agenda Packet book located by the entrance. The complete Council Agenda Packet is available electronically on the City of Richfield website.



# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## City Council Work Session

### January 27, 2026

<b>ITEM #1</b>	<b>CALL TO ORDER</b>
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Mayor Supple called the work session to order at 6:00 p.m. in the Bartholomew Room.

*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; Chris Link, Deputy Public Works Director; Karl Huemiller, Recreation Director; Andrew Spear, IT Manager; Rachel Lindholm, Sustainability Coordinator; and Michelle Friedrich, City Clerk.

*Guests:* None.

<b>ITEM #2</b>	<b>ITEM DISCUSSION</b>
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- a. Review and discuss the Fleet Electrification Analysis conducted by the fleet electrification consultant Sawatch Labs

Sustainability Coordinator Lindholm presented the results of the recent fleet analysis study, the purpose of the analysis study, and the findings of the study related to guidance of future EV fleet purchases, budget, and sustainability decisions. The study, conducted by Sewatch Labs from October 2024 through January 2025, evaluated 68 of the City's 254 vehicles, and focused on light-duty vehicles where viable electric options currently exist. Sustainability Coordinator Lindholm noted that based on total cost of ownership, vehicle use patterns, and charging feasibility, the study identified 24 light-duty vehicles as strong options for conversion to battery electric vehicles: estimating approximately \$140,000 in savings and significant greenhouse gas reductions. Sustainability Coordinator Lindholm reviewed the charging infrastructure needs identified in the study, and the study recommendation indicating Level 2 chargers at facilities such as Public Works and City Hall. Deputy Public Works Director Link emphasized a phased approach beginning with infrastructure installation before EV fleet vehicle acquisition.

Council and staff discussed budget impacts, leasing versus purchasing, the current practice of cascading police vehicles to other departments, and the importance of rightsizing both vehicle type and fleet size.

Mayor Supple adjourned the work session at 6:26 p.m.

Council and staff requested additional work session discussion.

Mayor Supple reconvened the work session at 6:27 p.m.

Deputy Public Works Director Link asked for Council feedback on EV fleet vehicles. Council discussed next steps following the fleet analysis and emphasized the need to conduct a separate study of police vehicles and to complete a detailed financial analysis before committing to a transition to electric vehicles. Council expressed general support for exploring EV fleet vehicles and discussed leasing versus purchasing. Council highlighted the importance of understanding long-term costs, maintenance implications, and budget impacts through a clear side-by-side financial comparison before moving forward. Council indicated interest in pursuing the EV fleet vehicle concept cautiously and methodically, with financial analysis as the first priority related to city budget constraints.

<b>ITEM #3</b>	<b>ADJOURNMENT</b>
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Mayor Supple adjourned the work session at 6:30 p.m.

Date Approved: February 10, 2026

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Mary B. Supple  
Mayor

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Michelle Friedrich  
City Clerk

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Katie Rodriguez  
City Manager



# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## Council Regular Meeting

### January 27, 2026

<b>ITEM #1</b>	<b>CALL TO ORDER</b>
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The meeting was called to order by Mayor Supple at 7:00 p.m. on January 27, 2026, 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; Jay Henthorne, Director of Public Safety; Joe Griffin, Deputy Director of Public Safety; Andrew Spear, IT Manager; Siobhan Tolar, Associate sitting in for Mary Tietjen, City Attorney; and Michelle Friedrich, City Clerk.

*Guests:* None

<b>ITEM #2</b>	<b>PLEDGE OF ALLEGIANCE</b>
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Mayor Supple led the Pledge of Allegiance. Mayor Supple noted there were many community members wishing to participate in Open Forum and reviewed acceptable meeting etiquette and requested that the audience listen respectfully, to not disrupt the speaker by clapping, cheering, or booing. Mayor Supple noted follow-up information from the last Council meeting in the City Manager’s report and invited residents to join the remainder of the meeting.

Mayor Supple asked for a moment of silence for Andrew Pretti.

<b>ITEM #3</b>	<b>APPROVAL OF AGENDA</b>
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**MOTION:** made by Council Member Hayford Oleary, seconded by Council Member Burk to add agenda item 11a, Resolution Ratifying Participation in Municipal Prosecutors’ Amicus Curiae Brief, and approve the 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

<b>ITEM #4</b>	<b>APPROVAL OF MINUTES</b>
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**MOTION:** made by Council Member Coleman-Woods, seconded by Council Member Hayford Oleary to approve the minutes of the (1) City Council Work Session from January 13, 2026, and (2) City Council Regular Meeting from January 13, 2026, and (3) Council Special Meeting from January 15, 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

<b>ITEM #5</b>	<b>OPEN FORUM</b>
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Mayor Supple noted the number of individuals wishing to speak during Open Forum and extending the Open Forum period from 30 minutes to 50 minutes. Staff noted an ADA accommodation request for a time limit extension. Mayor Supple noted the request was included within the extended period to 50 minutes and reviewed the three-minute time limit for public comments and explained the use of time warning cards to alert the speaker when their time is almost expired. Attendees were reminded to listen respectfully to all speakers. Instructions were given for speakers to state their name and city of residence before speaking.

**MOTION:** made by Council Member Coleman-Woods, seconded by Council Member Burk to extend the Open Forum period from 30 minutes to 50 minutes, extending the Open Forum period until 8:47 p.m.; and extending the three-minute time limit to a four-minute time limit for an ADA accommodation request.

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

Motion carried: 5-0

Seventeen residents addressed the Council during the Open Forum opportunity.

Besty Stark, Richfield resident, reflected on changes in the community over time, and identifies increased diversity as a positive development. Ms. Stark described immigrant families as contributing positively to neighborhood life and shared a personal example of neighborly assistance during a winter snowstorm. Ms. Stark expressed concern that some immigrant residents have recently limited their public presence due to fear related to immigration enforcement and noted community efforts to support affected neighbors, concluding with pride in the community's collective response.

Debbie Nordmarken, Richfield resident, raised concerns about a criminal case involving the removal of a 14-year-old student from a classroom by a non-teacher, noting limited public information and a lack of detailed communication from school district leadership. Ms. Nordmarken referenced recent court proceedings in which the defendant waived a jury trial and received a sentence that did not include jail time or sex-offender registration and expressed concern about the judicial decision and its implications. Ms. Nordmarken questioned school and judicial accountability, requested greater transparency, and urged the city to voice concerns to both the school board and the judicial system regarding student safety and sentencing outcomes.

Alicia Tackes, Richfield resident, submitted documents electronically to the council prior to the meeting. Council received the documents electronically immediately prior to the start of the meeting. Ms. Tackes summarized public comments from the January 13 meeting regarding concerns about increased Department of Homeland Security (DHS) and Immigration and Customs Enforcement (ICE) activity in the city. Ms. Tackes noted all comments expressing opposition to the current enforcement presence and requests for city action related to law enforcement practices, data-sharing technology, and housing stability. Ms. Tackes submitted document(s) including comment feedback, relevant city code references, and actions taken by neighboring cities. Ms. Tackes thanked Council for their consideration of the materials submitted.

Coral Thacker, Richfield resident, referenced a poem, and expressed the need for hope, civic action, and change in response to current political, social, and environmental challenges. Ms. Thacker emphasized human equality, concerns about authoritarianism and profit-driven systems, and encouraged consideration of alternative governance ideas and referenced democratic socialism, and society that is humanitarian, and closer to democracy to promote equity and long-term sustainability. Ms. Thacker opined on countries that practice democratic socialism successfully.

Ashley Daniels, Richfield resident, thanked the council for recent funding allocated to VEAP for rent assistance and expressed concern about broader state and federal actions affecting housing security and immigration enforcement. Ms. Davis urged the Council to support a resolution calling for a statewide eviction moratorium, emergency measures to prevent mass displacement, and prioritization of community well-being, and asked the council to consider how it can use its authority to respond to current conditions and support residents during this period.

Birgit Johnson, Richfield resident, emphasized the importance of civic participation, including staying informed, voting, and speaking out when concerns arise, even when doing so feels uncomfortable. Ms. Johnson highlighted the role of public engagement in holding those in power accountable and protecting community safety. Ms. Johnson expressed concern about national political trends she characterized as authoritarian and warned that such developments could have long-term consequences beyond the local level. Ms. Johnson encouraged individuals to question authority, speak openly about perceived injustices, and remain engaged rather than disengaging for convenience.

Travis Mord, Richfield resident, addressed concerns regarding federal ICE activity and its effects on children in the community. Mr. Moore noted that children directly impacted by these events may experience lasting stress and trauma, which can affect development and resilience. Mr. Moore expressed appreciation for recent reductions in ICE presence in Minnesota and encouraged the Council to take active steps to support children's sense of safety and trust. Mr. Moore suggested creating community spaces, partnerships with local providers, family forums, and ongoing events to help children and families recover, and offered to assist in these efforts.

Brianna Darling, Richfield resident, shared personal reflections on living in Richfield, appreciation for Richfield's community, expressed concern about ICE activity and its impact on families, and highlighted the contributions of the city's immigrant community, urging the Council to continue supporting and protecting residents.

Nicole Cleland, Richfield resident, whose family has deep roots in the community, shared concerns about ICE and Border Patrol activity in local parks and residential areas, describing personal experiences as a legal observer and the broader impact on residents and businesses. Ms. Cleland highlighted the community's efforts to support one another and expressed appreciation for the Council's leadership. Ms. Cleland requested information on the economic impact of ICE activity on the city and asked the Council to clarify what authority and measures the city can use to prevent

federal agencies from staging on city property, emphasizing the need to protect families, businesses, and community safety.

Patrick Jones, Richfield resident, expressed support for the city's collaboration with other municipalities to address issues such as preventing federal staging in public parks. Mr. Jones noted the importance of documenting impacts, including economic effects and lost school days, to help ensure these events are remembered and lessons are learned. Mr. Jones also referenced the January 23 statewide general strike and suggested that the city consider closure or participation in future similar events.

Geoff R, Richfield resident, acknowledged recent city efforts, including funding for eviction assistance through VEAP, but expressed concern that federal activity continues to impact neighborhoods. Geoff R opined on local law enforcement's response to reckless driving and federal enforcement presence and questioned the current police funding. Geoff R suggested reallocating resources to support community needs, including housing and basic services, to improve safety and well-being in the city.

Michael Fulton, Richfield resident, spoke in support of continued community engagement on current issues. Mr. Fulton expressed support for city actions that could limit ICE access to public spaces and for the removal of surveillance technologies such as Flock and opined on law enforcement limitations with federal agencies. Mr. Fulton also voiced support for ongoing advocacy for a statewide eviction moratorium and thanked the Council for its responsiveness to public comments and for the recent funding for VEAP.

Landon McKay, Richfield resident, spoke in support of the city's efforts to limit cooperation with ICE, including reconsidering the use of Flock cameras in the community. Mr. McKay commended Council for taking actionable steps within their authority and expressed support for continued advocacy and advocating for a statewide eviction moratorium by the governor. Mr. McKay highlighted ongoing community efforts to provide food and rent assistance and noted that local resources are limited, and additional support is needed to prevent evictions and protect residents.

Ben Brown, Richfield resident, shared concerns about ICE presence near local schools and daycare centers, citing a recent incident in a school pickup line. Mr. Brown emphasized the need for measures to keep ICE agents away from school areas and suggested that increased police presence could help. Mr. Brown also commented on broader concerns about authoritarian practices and the protection of certain groups under the law, urging action to ensure community safety around educational facilities.

Alicia Waters, Richfield resident, noted support of city's engagement with neighboring cities regarding federal agency presence and asking for information to be shared with residents about those efforts. Ms. Waters raised concerns about fear of ICE activity, including door-knocking and how dispatch and police respond to related calls. Ms. Waters encouraged long-term support for vulnerable community members, reiterated that challenges remain, and noted the upcoming caucuses as an opportunity for civic participation.

John Grabow, Richfield resident, described a specific case involving an immigrant community member who was reportedly issued a notice to appear for an ICE meeting and subsequently transported out of state, noting that a court order indicated the individual should not have been moved. Mr. Grabow explained the person was later returned to Minnesota and remains in custody. Mr. Grabow shared this account to illustrate that not all immigration enforcement actions occur in public and to highlight ongoing community concern about federal enforcement activities affecting residents.

Teresa Guthrie, Richfield resident, shared a personal account of encountering federal immigration agents near their home and described feeling frightened when the agents photographed them on private property. They expressed concern about the impact of ICE activities on the community, including the use of public funds and police resources to support federal enforcement. The resident suggested reallocating those resources to support local community programs and assist affected residents. They emphasized the need for accountability for federal agents and expressed gratitude for the efforts of community members working to help and protect one another.

Mayor Supple thanked residents for participating in the Open Forum public comment opportunity.

<b>ITEM #6</b>	<b>PROCLAMATIONS AND PRESENTATIONS</b>
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- a. Proclamation recognizing January 26–30 as Winter Salt Week 2026.

Mayor Supple read the proclamation recognizing January 26-30 as Winter Salt Week and presented the proclamation to Deputy Public Works Director Chris Link.

- b. Richfield Foundation Presentation of Grants.

Lindsay Crye, Chair of the Richfield Foundation, presented the grants on behalf of the volunteer-led nonprofit and its board of trustees. Chair Crye highlighted the Foundation’s nearly 40-year history of supporting local nonprofits and neighborhood projects, with a mission to connect resources to community efforts and a vision of a vibrant, connected Richfield. Chair Crye noted the Foundation’s programs and announced the 2025 grant recipients.

<b>ITEM #7</b>	<b>CONSENT CALENDAR</b>
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City Manager Rodriguez presented the consent calendar.

- a. Approve Disbursements/Claims

<b>U.S. BANK</b>	<b>1-16-2026</b>
A/P Checks/ETF's: (1/3/2026 thru 1/16/2026)	\$1,637,722.23
Payroll (1/16/2026)	\$1,152,448.11
<b>TOTAL</b>	<b>\$2,790,170.34</b>

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

**ORDINANCE NO. 2026-01**  
**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)**

**RESOLUTION NO. 12403  
APPROVING SUMMARY PUBLICATION OF ORDINANCE 2026-01**

**RESOLUTION NO. 12405  
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**

**RESOLUTION NO. 12406  
APPROVING A PRELIMINARY PLAT FOR MICC BULLDOG**

- c. Consider approval of the second reading and summary publication of an ordinance amending Section 300 and 310 of the Code of Ordinances to establish a Human Resources Department and create the position of Human Resources Director.

**ORDINANCE NO. 2026-02  
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**

**RESOLUTION NO. 10404  
APPROVING SUMMARY PUBLICATION OF ORDINANCE 2026-02**

**MOTION:** made by Council Member Hayford Oleary, seconded by Council Member Burk to approve the consent calendar items 7a-c.

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>ITEM #8</b>	<b>CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM CONSENT CALENDAR</b>
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None.

<b>ITEM #9</b>	<b>PUBLIC HEARINGS</b>
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None.

<b>ITEM #10</b>	<b>PROPOSED ORDINANCES</b>
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- a. Adoption of an emergency ordinance limiting the use of city-owned property for civil immigration enforcement staging purposes.

Council Member Coleman-Woods presented the staff report recommending an emergency ordinance prohibiting the use of city-owned property for civil immigration enforcement activities, except as required by law or judicial warrant. The measure responds to recent federal enforcement activity in Richfield, aims to address public safety and access concerns, and provides clear

guidance for staff and residents. The ordinance does not limit federal enforcement or lawful judicial actions and would take effect immediately.

**ORDINANCE NO. 2026-03  
ADOPTION OF AN EMERGENCY ORDINANCE LIMITING THE USE OF CITY-OWNED  
PROPERTY FOR CIVIL IMMIGRATION ENFORCEMENT STAGING PURPOSES**

Council and staff reviewed and clarified the ordinance applies only to city-owned off-street properties, such as parking lots, and cannot restrict access to on-street parking or public areas inside city buildings. Staff further added private city-controlled spaces can be marked to indicate restrictions, but public lobbies and similar areas remain accessible.

**MOTION:** made by Council Member Coleman-Woods, seconded by Council Member Burk adopt Emergency Ordinance Limiting the Use of City-Owned Property for Civil Immigration Enforcement Staging Purposes.

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>ITEM #11</b>	<b>RESOLUTIONS</b>
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- a. **ADDED ITEM:** Resolution Ratifying Participation in Municipal Prosecutors’ Amicus Curiae Brief.

Mayor Supple read the full Resolution Ratifying Participation in Municipal Prosecutors’ Amicus Curiae Brief.

**RESOLUTION 12407  
RATIFYING PARTICIPATION IN MUNICIPAL PROSECUTORS’ AMICUS CURIAE  
BRIEF**

City Manager Rodriguez thanked the Council, city staff, and prosecutors for their support. City Manager Rodriguez added that recent intercity meetings provided an opportunity that required quick vetting for the Council meeting and expressed gratitude for the Council’s prompt consideration and decision.

**MOTION:** made by Mayor Supple, seconded by Council Member Hayford Oleary to approve a resolution Ratifying Participation in Municipal Prosecutor’s Amicus Curiae Brief.

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>ITEM #12</b>	<b>OTHER BUSINESS</b>
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- a. Consider City Council's approval of the Mayor's appointment of a Housing and Redevelopment Authority Commissioner.

Council Member Hayford Oleary presented the staff report considering the appointment of a Housing and Redevelopment Authority (HRA) commissioner. Council Member Hayford Oleary

added the HRA, established by resolution in 2011, consists of two council-appointed members and three mayor-appointed citizens, who also serve on the Economic Development Authority. Council Member Hayford Oleary noted applications were accepted from November 15 to December 15, 2025, and five residents were interviewed by three HRA/EDA members on January 20, 2026. Following the interviews, the members recommended Brett Stursa for the commissioner position.

Mayor Supple clarified that, according to the Economic Development Authority (EDA) bylaws, EDA members are the same members as Housing and Redevelopment Authority (HRA) members. Therefore, the appointment of the HRA commissioner also applies to the EDA, but the official appointment is made through the HRA.

**MOTION:** made by Council Member Hayford Oleary, seconded by Council Member Coleman-Woods to approve the appointment of Brett Stursa to the Housing and Redevelopment Authority commissioner for a 5-year term beginning Marcy 1, 2026, and expiring February 28, 2031. Voting Aye: Mayor Supple, Council Member Burk, Council Member Hayford Oleary, Council Member Christensen (remote), and Council Member Coleman-Woods.  
Motion carried: 5-0

Council thanked Chair Erin Vrieze Daniels for her service to the Housing and Redevelopment Authority for her time on the commission.

<b>ITEM #13</b>	<b>CITY MANAGER’S REPORT</b>
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City Manager Rodriguez provided a detailed update on responses to community concerns raised at recent open forums, emphasizing staff appreciation for resident engagement and acknowledging the challenges faced by both staff and residents regarding federal immigration enforcement activities.

Key actions completed included:

- Posting summaries of Council statements condemning ICE actions, both on the Richfield Recap and social media, with Mayor Supple issuing a separate statement over the weekend.
- Allocating \$50,000 in emergency rental assistance funding through VEP to support residents facing housing instability, with information shared with local landlords and staff monitoring potential future needs.
- Adoption of an emergency ordinance restricting the use of city-owned property, including parking lots and vacant lots, for ICE staging or operational activities, with public signage to be installed by Public Works. Staff clarified the ordinance does not apply to on-street parking or public areas inside city buildings.

Other initiatives and ongoing work:

- Sharing “know your rights” information and directing residents to ACLU Minnesota and the Attorney General’s office to report ICE activity, while noting the City cannot maintain its own database due to privacy and logistical concerns.
- Monitoring traffic stops involving ICE vehicles; officers follow standard protocols, including issuing warnings, and prioritize 911 calls over traffic enforcement.
- Filing a friend-of-the-court brief in a federal lawsuit regarding ICE activities; options to formally join the lawsuit are still under review.
- Legal review found an eviction moratorium is not permitted; the city is examining options to extend eviction notice requirements.

Regarding public safety and technology:

- Flock camera systems were reviewed and confirmed secure, with no federal data sharing, license plate data retained for 30 days (compared to the 60-day industry standard), and no Condor video-enabled cameras in use.
- Police are providing additional patrols at schools during drop-off and pick-up times, while the community has organized volunteers to observe and support students. Richfield Public Schools and Partnership Academy have temporarily adjusted programming, including online learning and suspension of certain field trips. Staff are exploring additional support for daycare providers through local networks.

City Manager Rodriguez highlighted ongoing collaboration across city departments, community organizations, and legal counsel to address public safety, housing, and community concerns while maintaining resident privacy and public trust.

Council and staff discussed potential options for addressing housing instability and evictions, particularly for residents affected by loss of income related to immigration enforcement. It was noted that the City’s legislative priorities already include requests for state law changes to extend the notice period for nonpayment-of-rent evictions from 14 to 30 days and to prohibit discrimination against tenants who receive Section 8 housing assistance. Council members suggested exploring adoption of similar tenant protections at the local level, as other cities have done. Additionally, the possibility of creating a city ordinance establishing an affirmative defense in nonpayment eviction cases was raised, allowing tenants to assert loss of income due to direct ICE involvement as a defense in court. Staff were encouraged to research the legal feasibility and implications of these options for further consideration.

<b>ITEM #14</b>	<b>COUNCIL DISCUSSION</b>
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a. Hats off to Hometown Hits.

Council Member Burk expressed appreciation for community members who are supporting one another during a time of crisis, noting strong local solidarity and willingness to help neighbors and others in need. Council Member Burk emphasized the importance of community response in addressing concerns related to federal actions and thanked those engaged in mutual support efforts.

Council Member Hayford Oleary reiterated Council Member Burk’s comments and encouraged community participation in the upcoming precinct caucuses.

Council Member Coleman-Woods offered positive community acknowledgment, highlighting the success of the Richfield High School boys’ and girls’ basketball teams, encouraging residents to attend games and support local students, and noting the role of sports in bringing the community together.

Mayor Supple thanked all speakers and community members for their engagement and support and provided an update on ongoing coordination among West Metro mayors, city managers, and police chiefs, including representatives from Richfield. Mayor Supple noted the group is collaborating to align objectives, strengthen regional advocacy, and engage with state and federal processes, including legislative hearings and meetings associated with the U.S. Conference of Mayors. Mayor Supple noted that collective action among multiple cities increases impact, and that work is ongoing to formalize governance and communication, with a more formal announcement anticipated soon.

b. Council Liaison Reports; No reports presented.

<b>ITEM #15</b>	<b>ADJOURNMENT</b>
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**MOTION:** made by Council Member Burk, seconded by Council Member Coleman-Woods to adjourn the meeting at 8:42 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: February 10, 2026

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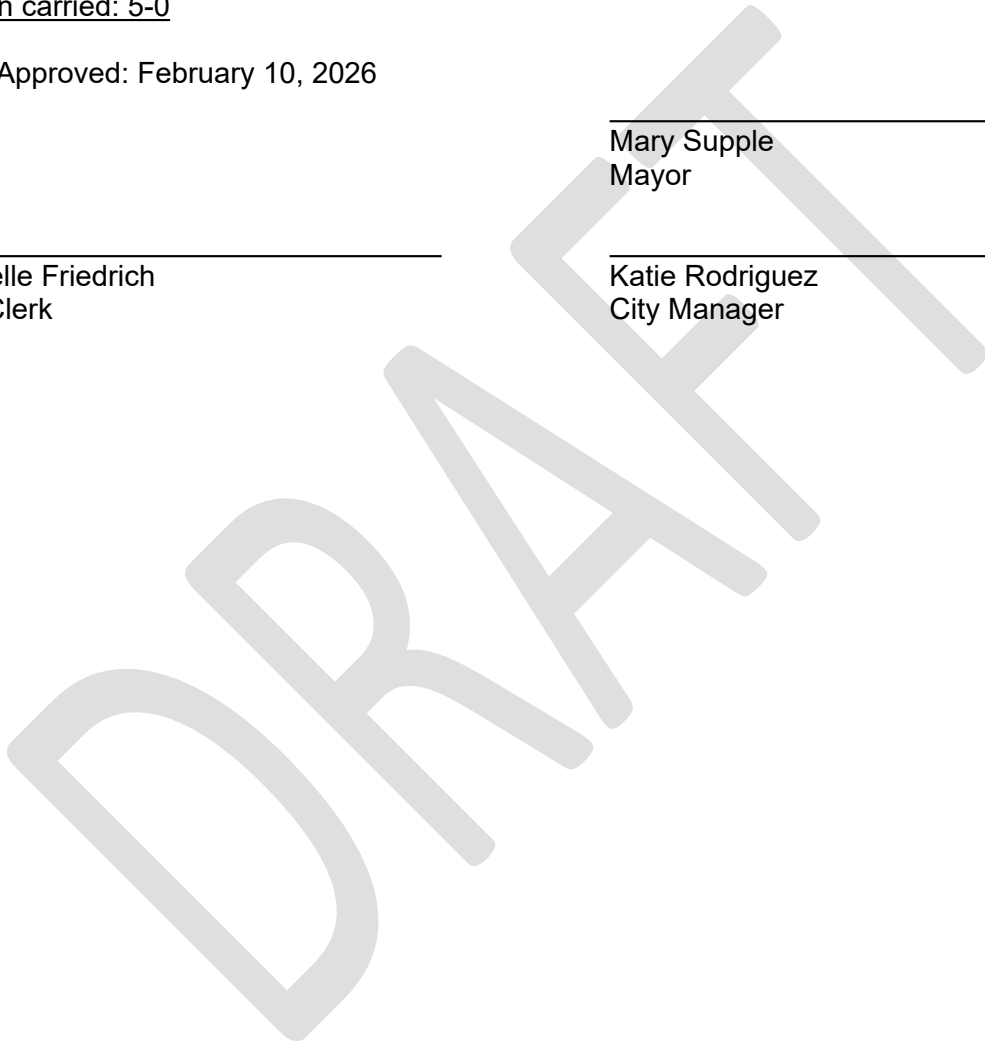
Mary Supple  
Mayor

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Michelle Friedrich  
City Clerk

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Katie Rodriguez  
City Manager





**OPEN FORUM  
REGISTRATION CARD**

Date \_\_\_\_\_

Name Bigit Johnson

Richfield Resident? YES / NO

Email 

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

Topic Children and ice

Comments

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

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



OPEN FORUM

REGISTRATION CARD

Date 2/10/2026

Name BETSY STARK

Richfield Resident? YES / NO

Email [REDACTED]

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

Topic ICE and documentation

**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

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OPEN FORUM  
REGISTRATION CARD

Date 2/10/26

Name Ava J T McKnight

Richfield Resident? YES / NO

Email [REDACTED]

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

Topic Immigrant Voice

Comments

attached

**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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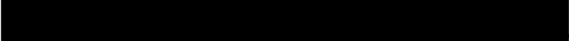


**OPEN FORUM  
REGISTRATION CARD**

Date 02-10-2026

Name Jacob Poppe (pronounced Paw-pea)

Richfield Resident?  YES / NO

Email 

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

Topic Automated License Plate Readers - Remove  
Flock

Comments As a citizen of Richfield I have concerns about the  
use of Flock cameras and other ALPR use in our community

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

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



**OPEN FORUM  
REGISTRATION CARD**

Date 2/10/26

Name Landon McKay

Richfield Resident? YES / NO

Email

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

Topic Flock

**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**

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**OPEN FORUM  
REGISTRATION CARD**

Date \_\_\_\_\_

Name Brianna Darling

Richfield Resident? YES / NO

Email \_\_\_\_\_

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

Topic Operation Metro Soccer

Comments Support for our neighbors

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

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



OPEN FORUM

REGISTRATION CARD

Date 2/10/26

Name John Lehnen

Richfield Resident?  YES / NO

Email \_\_\_\_\_

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

Topic \_\_\_\_\_

Comments Pressure Governor White to enact an evetran moratorium  
like to see more funds allocated to VEAP due to  
a draughtre increase in suburban pricing.

**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.



**Report Prepared By:**

Matt Hardegger, Transportation Engineer

**Department Director:**

Kristin Asher, Public Works Director

**Item for Consideration:**

**Consider a resolution authorizing the Mayor and City Manager to finalize and execute Hennepin County Cooperative Agreement No. PW 22-19-25 for the 2026-27 Nicollet Avenue Reconstruction Project.**

**EXECUTIVE SUMMARY**

Hennepin County has planned a full reconstruction of County State Aid Highway (CSAH) 52 (Nicollet Avenue) for 2026. Public engagement and outreach began in August of 2023 and consisted of four phases of engagement following Richfield's Public Engagement Policy for Public Works projects. The City Council adopted a resolution supporting the project layout at the October 8, 2024 City Council meeting.

Staff have been collaborating with Hennepin County and their consultants throughout the final design process to ensure that the final plans are in substantial compliance with the layout that was approved by the City Council in 2024. Staff have been negotiating the City's cost contribution, payment schedule, and maintenance responsibilities with County staff and have agreed upon the terms of this Cooperative Agreement.

**RECOMMENDED ACTION**

**By Motion: Approve the resolution authorizing the Mayor and City Manager to finalize and execute Hennepin County Cooperative Agreement No. PW 22-19-25 for the 2026-27 Nicollet Avenue Reconstruction Project.**

**HISTORICAL CONTEXT**

Project Background

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

Process

Hennepin County followed Richfield's Public Engagement Policy to develop the preliminary design for this project, with open houses in August 2023, October 2023,

February 2024, and July 2024. The layout was recommended for approval by the Transportation Commission at their September 2024 meeting, and a resolution supporting the preferred layout concept was adopted by the City Council at the October 8, 2024 regular meeting. Design plans have been provided to City staff for review and comment at the 30%, 60%, 90%, 95%, and 100% completion points.

## **EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS**

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

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

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

### Bicycle Master Plan (2012)

This project aims to achieve all 3 Key Objectives of the plan:

- Link Destinations
- Improve Safety
- Community Awareness

Nicollet Avenue is identified as a primary bikeway corridor.

### Pedestrian Master Plan (2018)

The proposed design incorporates nearly all of the best practices for pedestrian safety identified in the 2018 plan.

### Active Transportation Action Plan (2024)

Proposed design achieves goal of "Centering active transportation users in the Nicollet Avenue redesign, prioritizing people walking, rolling, biking, and using transit, followed by other vehicles in design decisions."

## **CRITICAL TIMING ISSUES**

An approved agreement is required for the County to advertise the project for construction bids. County staff have indicated that they would like to open bids as soon as feasible.

## **FINANCIAL IMPACT**

The estimated cost breakdown for the project is included as an attachment and has been developed per Hennepin County's Cost Participation Policy dated October 20, 2020. Richfield is responsible for approximately \$5.08 Million of shared roadway/storm sewer costs and approximately \$2.91 Million of City-owned utility costs. These totals include a 10% contingency, as well as standard-applied costs for Design Engineering (roadway and utilities) and Construction Administration (roadway only). The City anticipates hiring consultant staff to inspect the City utility work during construction.

The City's adopted 2026 Capital Improvement Budget allocates \$3.5 Million of general

obligation bonds and \$4 Million of utility bonds for this project, and an additional \$4 Million of general obligation bonds in the 2027 Capital Improvement Plan. The City will be responsible for a \$2 Million payment as of June 1, 2026, with the remainder of the project costs due on July 1, 2027. The City intends to sell the bonds in 2027.

The City has continued to request funding for the project in the City's 2026 Legislative platform via state bond funds. State funding could significantly reduce the financial impact on the debt levy and utility funds. Language has been included in the agreement to dictate the dispersal of any awarded bond funds.

**LEGAL CONSIDERATIONS**

The City Attorney has reviewed the agreement and will be available for any questions.

**ALTERNATIVE RECOMMENDATION(S)**

None

**ATTACHMENTS**

- 1. 2026-02-10 Nicollet Agreement Resolution
- 2. PW 22-19-25 Richfield CSAH 52 V2
- 3. PW 22-19-25 CSAH 52-Exhibit A
- 4. PW 22-19-25 CSAH 52-Exhibit B
- 5. PW 22-19-25 CSAH 52-Exhibit C
- 6. PW 22-19-25 CSAH 52-Exhibit D
- 7. PW 22-19-25 CSAH 52-Exhibit E

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING MAYOR AND CITY MANAGER TO FINALIZE AND EXECUTE HENNEPIN COUNTY AGREEMENT NO. PW 22-19-25, FOR CONSTRUCTION ON HENNEPIN COUNTY COUNTY STATE AID HIGHWAY 52 (NICOLLET AVENUE) IN RICHFIELD.**

**BE IT RESOLVED**, that the City of Richfield enter into Hennepin County Agreement No. PW 22-19-25 with Hennepin County for the following purposes:

To provide for construction and maintenance of County State Aid Highway (CSAH) 52 in Richfield, the limits of which are defined in said Agreement.

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

Adopted by the City Council of the City of Richfield, Minnesota this 10th day of February, 2026.

\_\_\_\_\_  
Mary B. Supple, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Friedrich, City Clerk

## **CONSTRUCTION COOPERATIVE AGREEMENT**

This Agreement is made between the **County of Hennepin**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the “County”, and the **City of Richfield**, a Minnesota home-rule charter city, under the laws of the State of Minnesota, hereinafter referred to as the “City.” The County and the City collectively are referred to as the “Parties.”

### **Recitals**

The following Recitals are incorporated into this Agreement.

1. The County and City desire to improve County State Aid Highway (CSAH) 52 (Nicollet Avenue) from 66<sup>th</sup> Street (CSAH 53) to 77<sup>th</sup> Street, which improvements include roadway reconstruction, ADA improvements, off-street bike lanes, roundabouts, street lighting, Rectangular Rapid Flashing Beacon (RRFB) and Accessible Pedestrian Signals (APS) installation, water main replacement, and other associated construction, as shown in County Project (CP) 2120800, which shall hereinafter be referred to as the “Road Project” and as further illustrated in the attached Project Plan Title Sheet marked Exhibit B.
2. The Project includes tree planting in the boulevard areas (“Boulevard Trees”) and tree plantings and perennial vegetation in the median areas (“Median Landscaping”) within existing County owned right of way along the Project corridor, as further illustrated in the attached Exhibit E (Landscaping Project), and which shall collectively be referred to as the “Landscaping Project”. The County will use its own forces to furnish and install the Boulevard Trees, and the City will be responsible to furnish and install the Median Landscaping.
3. The Parties have agreed to enter into this Agreement to memorialize the partnership and to outline each party’s ownership and financial responsibilities, maintenance responsibilities, and associated costs for the Road Project and Landscaping Project, and which shall hereinafter be referred to as the “Project”.
4. The County shall be the lead agency in Project designs, engineering, and construction administration, and be responsible for acquiring all necessary right of way and/or other governmental agencies-required permits needed for the Project.
5. The City has indicated its willingness to perform inspection and testing for the water main and

sanitary sewer work included in the Project.

6. The County Engineer has prepared an Engineer's Estimate of quantities and unit prices for the above described Project, and a copy of the Engineer's Estimate and an estimated Division of Cost Summary, marked Exhibit A, is attached hereto.
7. The Project will be carried out by the Parties under the provisions of Minnesota Statutes, section 162.17, subdivision 1, and section 471.59.

### **Agreement**

**NOW, THEREFORE**, the Parties agree as follows:

#### **1. Term of Agreement, Survival of Terms, and Exhibits.**

- 1.1. **Effective Date.** This Agreement is effective as of the date of the final signature.
- 1.2. **Expiration Date.** This Agreement will expire after the date in which all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: Maintenance Responsibilities, Records/Audits, Indemnification, Insurance, Worker Compensation Claims, Cancellation, Termination, and Minnesota Laws Govern.
- 1.4. **Exhibits.** All exhibits are attached and incorporated into this Agreement.
  - 1.4.1 **Exhibit A (Division of Cost Summary)**
  - 1.4.2 **Exhibit B (Project Plan Title Sheet)**
  - 1.4.3 **Exhibit C (Drainage Ownership and Maintenance Responsibilities)**
  - 1.4.4 **Exhibit D (Traffic Control Procedures for Stormwater Treatment Infrastructure Maintenance)**
  - 1.4.5 **Exhibit E (Landscaping Project)**

#### **2. Project Construction.**

- 2.1. **Contract Award and Administration.** The County or its agents shall prepare the necessary plans, specifications, and proposal; obtain approval of the plans and

specifications from the Minnesota Department of Transportation (MnDOT) and the City; advertise for bids for the work and construction; receive and open bids pursuant to the advertisement; enter into a contract with the successful bidder at the unit prices specified in the bid of such bidder; administer the contract; and perform the required engineering and inspection; all in accordance with the plans and specifications set forth below.

## **2.2. Project Plans and Specifications.**

**2.2.1 Project Design Work.** All design work performed by the County and its agents that is to be incorporated into the bidding documents for the Project shall be prepared and certified by a Professional Engineer licensed in the State of Minnesota. All designs which affect County facilities shall conform to MnDOT Design Standards applicable to County State Aid Highways and to the requirements of the Americans with Disabilities Act (ADA) standards and be approved by the County Engineer. The Project plans specify locations for the Landscaping Project to be performed by others. All designs which affect County facilities shall conform to Hennepin County Sustainable Landscape Guidelines, Hennepin County Streetscape Guidelines, MnDOT Specifications, City practices, and be approved by the County Engineer.

**2.2.2 Project Plan Numbers (S.A.P.#/S.P.#).** The plans and specifications are referenced and identified as S.A.P # 027-652-046 and S.A.P. # 157-020-034 and shall be approved by MnDOT before Project construction.

**2.2.3 Request for Copies of Plans.** At the request of the City, the County or its agents shall furnish the City with any working copies of any plans, designs or reports at any time during the Project design process.

**2.3. Construction Supervision and Inspection.** The County or its agents will administer the construction contract, and perform all necessary engineering, inspection and testing of all the contract work, except for the following: The City is responsible for the inspection of its water main and sanitary sewer work included in the Project. This includes but is not limited to shop drawing reviews, inspection of pit and trench excavation, proper pipe laying, bedding and backfilling, water main and sanitary sewer testing and all associated documentation necessary for compliance with the contract specifications.

All work for the Project shall be completed in compliance with the MnDOT and City approved plans and specifications. The City Engineer or a designated representative shall have the right, as the work progresses, to enter upon the job site to make any inspections deemed necessary and shall cooperate with the County Engineer and staff at their request to the extent necessary but will have no responsibility for the supervision of the work, notwithstanding the City's responsibility for inspection and testing of its water main and sanitary sewer work included in the Project.

The City's inspection and testing responsibilities shall not cause unnecessary delays to the County or its contractors. The City's inability to satisfactorily perform its

inspection and testing responsibilities shall be cause for the County to perform this work and to invoice the City of Construction Engineering Costs associated with the City's water main and sanitary sewer work in accordance with the provisions of Section 3.3.

#### **2.4. Plan Changes and Additional Construction.**

**2.4.1 Plan Changes.** The City agrees that the County may make changes in the plans or in the character of the contract construction that are reasonably necessary to cause the construction to be in all things performed and completed in a satisfactory manner. Notwithstanding the standards/requirements noted above in Subsection 2.2.1, the County agrees that the City may make changes in the plans or in the character of the Median Landscaping that are reasonably necessary to cause the construction to be in all things performed and completed in a satisfactory manner. It is further agreed by the City that the County may enter into any change orders or supplemental agreements with the County's contractor for the performance of any additional construction or construction occasioned by any necessary, advantageous or desirable changes in plans, within the original scope of the Project.

**2.4.2 Review Proposed Changes.** The Parties shall have the right to review any proposed changes to the plans and specifications as they relate to cost participation prior to the work being performed, except in emergencies, and in those instances where the proposed changes necessitate a re-engineering of the design and/or specifications, the Party requesting the change shall submit the re-engineered design and/or specifications to the reviewing Party. The reviewing Party's Engineer or designated representative shall respond to the request for approval to authorize the issuance of any change orders or supplemental agreements that affect the reviewing Party's share of the construction cost within a reasonable time frame to avoid delays or added costs to the Project. The reviewing Party's approval shall not be unreasonably withheld.

#### **2.5. Right of Way/Permit.**

**2.5.1 Right of Way Acquisition.** The County or its agents shall acquire all additional right of way, permits and/or easements required for the construction of the Project.

**2.5.2 Access Rights and Permits.** To the extent permitted by law, the City shall transfer, convey, permit, or otherwise allow the use of property rights controlled or maintained by the City, including but not limited to easements or access rights that may be required by the County for the Project, including future maintenance of the Project. The Parties understand that any such access rights shall be subject to the City council approval and will be granted at no cost to the County. Any and all permits required by the City for the Project shall be granted at no cost or expense to the County or its contractors. These permits include but are not limited to the following: obstruction permits, erosion and sediment control

permits, storm water management permits, after hours work permits, and permits related to City water and sanitary infrastructure. The City Engineer may waive the requirement to obtain certain City permits at his/her discretion. The County agrees that it will provide 7 calendar day notice to the City prior to accessing the improvements for maintenance on City right of way described in Subsection 8.5. The County shall also obtain, and comply with, any and all permits and approvals required from other governmental or regulatory agencies to accomplish the Project.

- 2.5.3 Right of Way Cost.** The City shall participate in the right of way cost for the Project as provided herein. The Parties understand and agree that the City's share of the Project right of way cost is fifty percent (50%) of the total Project right of way cost ("City's Right of Way Cost").

It is understood by the Parties that there is an existing surface water treatment best management practice pond located at Augsburg Park, which shall hereinafter be referred to as "Augsburg Pond." A portion of Augsburg Pond's volume receives and treats surface water runoff from CSAH 52. In recognition of contributing storm water flow from CSAH 52, the County will reduce the City's right of way cost participating share due the County by the City's Stormwater Quality Fee by the lump sum amount of \$218,000.00. The City's Stormwater Quality Fee, consistent with City standards, is calculated as \$0.75 for every square foot of impervious surface, totaling 290,546 square feet of surface water flow from County Highway right of way that is treated by Augsburg Pond.

As further described in Exhibit A, the City's Right of Way Cost is currently estimated to be \$632,375.00 which shall be paid to the County as a part of the City's total cost participation in the Project.

- 2.6. Traffic Signal.** The Project will revise one (1) traffic signal system on CSAH 52 at the intersection of 77<sup>th</sup> Street (System ID# 8044500), (the "Signal System").

- 2.6.1 Accessible Pedestrian Signal (APS).** The Project will require the relocation of two (2) Accessible Pedestrian Signal (APS) push button stations, as a part of the Project at the intersection of CSAH 52 and 77<sup>th</sup> Street. The County will integrate the components into the existing traffic signal system at the intersection as described in the construction plans.

- 2.6.2 Rectangular Rapid Flashing Beacons (RRFB).** The County will install nine (9) RRFBs and associated components at the intersections as described in the construction plans.

- 2.6.3 Electrical Power.** The City, at no cost to the County, shall: (1) install, cause the installation of, or perpetuate the existence of an adequate three wire, 120/240 volt, single phase, alternating current electrical power connection to the permanent traffic control signal systems and integral streetlights included in the Project; and (2) shall provide the electrical power for the operation of all

permanent and temporary traffic control signal systems and integral traffic signal pole mounted luminaires installed as a part of the Project.

- 2.7. **Street Lighting.** The County or its contractor will install streetlights per the construction plans. The City, at no cost to the County, shall provide the electrical energy for the operation of all the streetlights installed as a part of the Project.
- 2.8. **Asbestos.** The Project may include the removal of asbestos containing electrical conduit. Only firms licensed to conduct asbestos abatement shall be used for the safe removal of asbestos containing electrical conduit with proper shipping manifest prepared and submitted to the appropriate agency. The lead agency in the Project construction shall be responsible for the oversight of the removal of asbestos containing electrical conduit and compliance with the abovementioned specifications.
- 2.9. **Detours.** The Project may require limited detouring of traffic onto the City's streets. The Parties agree that there will be no compensation to the City for detours onto its streets required to construct the Project.
- 2.10. **Boulevard Trees.** The Project includes tree planting in the boulevard areas within the existing County owned right of way along the corridor, as shown in Exhibit E. The County intends to use its own forces, Hennepin County Foresters, under the supervision of the County's certified arborist ("County Forester"), to acquire, plant and maintain the Boulevard Trees at no cost to the City, as provided herein.
  - 2.10.1 **Boulevard Tree Installation.** Upon substantial completion of the County's Road Project construction work, the County shall furnish and install Boulevard Trees along the CSAH 52 corridor. The County Forester will coordinate its planting and maintenance activities with the County's Road Project construction contractor and shall obtain the County's construction project engineer's approval before starting any work within the Road Project limits. It is anticipated that the CSAH 52 corridor between 77th and 70th streets will be ready for planting activities in spring of the calendar year 2027. It is anticipated that the CSAH 52 corridor between 70th and 66th streets will be ready for planting activities in spring of the calendar year 2028.
  - 2.10.2 **Boulevard Tree Establishment Period.** The County shall be responsible for planting and maintaining the Boulevard Trees at its sole expense along the corridor in the boulevard areas for the establishment period of two years. The Establishment Period for Boulevard Trees between 77<sup>th</sup> and 70<sup>th</sup> streets is estimated to begin in Spring, 2027 and conclude in Spring, 2029, and the Establishment Period for Boulevard Trees between 70<sup>th</sup> and 66<sup>th</sup> streets is estimated to begin in Spring, 2028 and conclude in Spring, 2030 ("Establishment Period"). Prior to the conclusion of the Establishment Period, the City and County staff shall perform a site walkthrough to review the health and vitality of the Boulevard Trees, and the County will replace any dead or dying tree at no cost to the City. After the Establishment Period, the City agrees to accept from the County ownership and maintenance responsibilities of the Boulevard Trees.

**2.11. Median Landscaping.** The Median Landscaping will be administered by the City and includes the planting of trees, shrubs, perennials and ornamental grasses. The Parties understand and agree that the City will use its own forces and be responsible to acquire, plant, and maintain the Median Landscaping as provided herein.

**2.11.1 Median Landscaping Installation.** Upon substantial completion of the County's Road Project construction work and Boulevard Tree work, which is anticipated to be Summer 2028, the City will furnish and install the Median Landscaping in median areas along CSAH 52, as provided in Exhibit E. The City will coordinate its planting and maintenance activities with the County's Road Project construction contractor and shall obtain the County's construction project engineer's approval before starting any work within the Road Project limits.

**3. Cost Participation.** In addition to the City's cost participation in right of way for the Project as stated in Subsection 2.5.3, Median Landscaping, as stated in Subsection 3.4 below, and Stormwater Quality Fees, as stated in Subsection 3.5 below, the City shall participate in the Project contract construction costs ("Contract Construction Costs"), associated design engineering fees ("Design Engineering Costs"), and construction administration fees ("Construction Engineering Costs"), collectively ("City's Cost Participation") as provided herein.

It is recognized by the Parties that the City is seeking State Bonding Grant funds. It is understood by the Parties that should State Bonding Grant funds be awarded, those funds will be allocated in such a manner to reduce the City's share of Contract Construction Costs for the Project.

**3.1. Contract Construction Costs and Exhibit A Unit Prices.** The City's Cost Participation shall include the Contract Construction Costs for the Project as set forth in the estimated Division of Cost Summary shown in Exhibit A. For informational purposes only, the City's share in Contract Construction Costs is currently estimated to be \$5,718,783.00. The respective proportionate shares of the pro-rata pay items included in Exhibit A shall remain unchanged throughout the life of this Agreement. The Parties each understand and agree that the amount as shown in Exhibit A is an estimate of the Contract Construction Costs on the Project and the unit prices set forth in the contract with the successful bidder and the final quantities as measured by the County Engineer's designated representatives shall govern in computing and apportioning the Parties' total final Contract Construction Costs for the Project.

If during the life of this agreement City cost participation for Contract Construction Costs is projected to exceed 110% as described above, the County Engineer must seek written approval from the City Engineer before issuing changes to the City's share of the construction costs.

Following the contract award, the County shall provide the City a revised Exhibit A ("Revised Exhibit A") showing the successful bidder's unit prices and a Division of Cost Summary reflecting those prices. The Parties acknowledge that the Revised Exhibit A will be based on the plans and estimated quantities at the time of bid and

remains subject to plan changes and additional construction outlined in Section 2.4.

Upon completion of all contract construction and upon computation of the final amount due to the County's contractor, the County will prepare a final Exhibit A ("Final Exhibit A") and submit a copy to the City. The final quantities as measured by the County Engineer's designated representatives for contract pay items in which the City is participating shall be subject to review and approval by the City Engineer.

**3.2. Design Engineering.** The City's Cost Participation shall also include reimbursement to the County for the City's proportionate share of the Design Engineering Costs for the Project. The City's share of the Design Engineering Costs shall be equal to twelve percent (12%) of the total final amount of the City's share of the Contract Construction Costs for the Road Project. For informational purposes only, the City's share in Design Engineering Costs is currently estimated to be \$686,134.00. The Parties understand and agree that the City's proportionate shares of the Design Engineering as listed in Exhibit A are estimated, and the City's actual proportionate shares will be computed using the total final amount of the City's share of the Contract Construction Costs for the Road Project.

**3.3. Construction Engineering Costs.** The City's Cost Participation shall also include reimbursement to the County for the City's proportionate share of Construction Engineering Costs for the Project. The City's share of Construction Engineering Costs shall be equal to ten percent (10%) of the total amount of the City's share of Contract Construction Costs for the Road Project. For informational purposes only, the City's share in Construction Engineering Costs is currently estimated to be \$333,047.00. The Parties understand and agree that the City's proportionate shares of the Construction Engineering Costs as listed in Exhibit A are estimated, and the City's actual proportionate shares will be computed using the total final amount of the City's share of the Contract Construction Costs for the Road Project.

In recognition of the City's effort referenced in Subsection 2.3, the City's Cost Participation reimbursement to the County for the City's proportionate share of Construction Engineering Costs for the Project shall not include reimbursement for water main or sanitary sewer work.

**3.4. Median Landscaping Costs.** The County has agreed to participate in the cost of Median Landscaping. The County's Cost Participation for the Median Landscaping is estimated to be \$25,445.00, calculated as thirty-three percent (33%) of the total cost of the Median Landscaping. The City's estimated cost is \$50,890.00, calculated as sixty seven percent (67%) of the Median Landscaping Project, as shown in Exhibit A. The County will directly pay the City for the costs rather than applying its share as a credit against the City's proportionate share of the Project costs.

#### **4. Payment.**

**4.1. Amount Due.** The City agrees to pay the City's Cost Participation amount as described herein.

- 4.2. When to Invoice.** After an award by the County to the successful bidder on the Project, the County shall invoice the City according to the following schedule:

June 1, 2026: \$2,000,000.00

July 1, 2027: The remainder of the City's shares for the Project in an amount equal to ninety five percent (95%) of the City's Cost Participation

The City's Cost Participation shall be based on actual contract unit prices applied to the estimated quantities shown in the plans.

- 4.3. Pay to the Order of.** Payments shall be made to the County, in the name of the Hennepin County Treasurer, by the City for the full amount due stated on the invoices within forty-five (45) days of the invoice date.

- 4.4. Where to Send Payment.** The payment should include the date, the name of the County's project manager (Mr. Stan Lim, P.E.), project name and county project number (C.P. 2120800). Payment and supporting documentation should be mailed to the following address:

Hennepin County Accounts Receivable  
Mail Code 131  
300 South 6th St  
Minneapolis, MN 55487

- 4.5. Supplemental Agreement or Change Order.** In the event the County Engineer or the County's staff determines the need to amend the construction contract with a supplemental agreement or change order which results in an increase in the contract amount for the Project, the City hereby agrees to remit within forty-five (45) days of notification by the County of the change an amount equal to ninety five percent (95%) of the estimated City's shares as documented in the supplemental agreement or change order.

- 4.6. Final Amount Due.** The remainder of the City's shares in the engineering and contract construction costs of the Project, including additional costs resulting from supplemental agreements and change orders, will be due the County upon acceptance by the County's construction engineer of all the construction work performed by the County's construction contractor and submittal of the County Engineer's final estimate for the Project to the City.

- 4.7. Remaining Balance.** Upon final payment to the Project contractor by the County, any amount remaining as a balance in the deposit account will be returned to the City, within forty-five (45) days, on a proportionate basis based on the City's initial deposit amount and the City's final proportionate share of the Project costs. Likewise, any amount due the County from the City upon final payment by the County shall be paid by the City as its final payment for the construction and engineering costs of the Project within forty-five (45) days of receipt of an invoice from the County.

- 5. County Permit Issuance.** The County reserves the right not to issue any permits for a period

of five (5) years after completion of the Project for any service cuts in the roadway surfacing of the County Highways included in the Project for any installation of underground utilities which would be considered as new work. Service cuts shall be allowed for the maintenance and repair of any existing underground utilities.

## **6. No Parking.**

**6.1. No Parking and Its Enforcement.** As part of the Project, “No-Parking” signs shall be installed as represented in the plans. In addition to the City’s cost participation as provided elsewhere in this Agreement, the City, at its expense and according to its practices, shall provide the enforcement for the prohibition of on-street parking on those portions of county road constructed under this Project recognizing the concurrent jurisdiction of the Sheriff of Hennepin County.

**6.2. Parking Restriction Modification.** No modification of the above parking restrictions shall be made without first obtaining an approval from the County Highway Engineer permitting the modification and in accordance with the funding requirements of the Project. In addition to the City’s cost participation as provided elsewhere in this Agreement, the City shall, at its own expense, remove and replace city-owned signs that are within the construction limits of the Project if requested by the County's Project Engineer.

## **7. The City’s Maintenance Responsibilities.** Upon completion of the Project, the City shall provide year-round maintenance at its sole cost as outlined below.

**7.1. Roadways.** Maintenance of all City streets, reconstructed under the Project according to City practices at no cost to the County. Maintenance includes, but is not limited to sweeping, debris removal, resurfacing and seal coating, and any other maintenance activities according to accepted City maintenance practices.

### **7.2. Traffic Signals, Rectangular Rapid Flashing Beacons (RRFB), and Components.**

**7.2.1 Electrical Service Costs.** The City, at its sole expense, shall provide electrical energy for the operation of the Signal System and shall maintain fuses and wires to the load side of the meter socket of the traffic Signal System and integral streetlights/luminaires.

**7.2.2 Traffic Signal System Adjustment.** The City shall not revise by addition or deletion, nor alter or adjust any component, part, sequence, or timing of the Signal System, however, nothing herein shall prohibit prompt, prudent action by properly constituted authorities in situations where a part of such Signal System may be directly involved in an emergency.

**7.2.3 Signal Luminaires.** The City shall provide all required maintenance for the lamps on the luminaire extensions above the signals. Maintenance includes but is not limited to replacing burned out luminaire lamps, replacing fixtures, replacing other lighting components, and replacing fuse and wire from luminaire lamp to load side of meter socket of the Signal System.

- 7.2.4 Signal Cleaning.** The City shall be responsible for general cleaning and graffiti removal from the Signal System equipment and components.
- 7.2.5 Rectangular Rapid Flashing Beacons (RRFB).** The City shall own and maintain the RRFBs installed as part of the Project.
- 7.2.6 Blocking County Roadways.** When performing the Signal System maintenance work under this Agreement, the City may partially block affected County roadways within its corporate limits if needed. In cases of emergency, such County roadways may be wholly blocked and the passage of traffic thereon prevented by the City. At no time, however, shall the City continue to obstruct the free passage of traffic on the County roadways for a longer period of time than is reasonably required for making the necessary traffic signal repairs. The City shall not cause any portions of the County roadways on which traffic control signals are to be maintained to be closed to traffic for any reason other than those above without receiving prior written approval from Hennepin County and in no event for a longer time than shall be necessary. In the event of the total blocking or closing of any such County roadways, the City shall provide a suitable detour during such time.
- 7.2.7 Maintenance Materials and Equipment.** When performing the Signal System maintenance work under this Agreement, the City shall be responsible for proper signing, marking, barricading and such other warning devices as may be required to adequately protect the pedestrian and vehicular traffic. All materials used by the City in the performance of the maintenance work shall conform to the requirements of the current Edition of the MnDOT "Standard Specifications for Construction" and all amendments and supplements thereto. All traffic signs, pavement markings and warning devices shall comply with the current Minnesota Manual on Uniform Traffic Control Devices (MN MUTCD).
- 7.3. Street Lighting.** The City shall own and maintain the streetlights installed as part of the Project according to City practices at no cost to the County.
- 7.4. Sidewalks, Pedestrian Ramps, and Off-street Shared-use Paths/Trails/Bike Lanes.** The City shall own and maintain sidewalks, pedestrian ramps, off-street shared-use paths/trails/bike lanes constructed as part of the Project according to City practices at no cost to the County. Maintenance includes but is not limited to repairing faulted or broken panels or surfaces, vegetation control, and snow and ice removal in accordance with City standards.
- 7.5. Pedestrian Refuges.** The City shall maintain pedestrian refuges constructed/revised as part of the Project according to City practices at no cost to the County.
- 7.6. Green Bicycle Conflict Zone Markings.** The City shall assume maintenance according to City practices of the newly installed green bicycle conflict zone markings at no cost to the County.

- 7.7. City Road Pavement Striping, Crosswalk Markings, and Tabled Intersection Markings.** The City shall assume maintenance of all CSAH 52 (Nicollet Avenue) crosswalk markings and tabled intersection markings for roadway users installed as a part of the Project.
- 7.8. Storm Sewers.** The City shall own and maintain catch basins, manholes, and trunk lines serving areas beyond the County right of way constructed or reconstructed under the Project at no cost to the County. Maintenance includes but is not limited to repairs to structures, casting, and adjacent curb section repairs along with removal of sediments, vegetation, and ice. Storm sewers ownership and maintenance responsibilities are further illustrated in the attached Exhibit C.
- 7.9. Watermain.** The City shall own and maintain all watermain installed with the project.
- 7.10. Boulevard Trees.** Upon completion of the Boulevard Tree planting and after the Establishment Period, the City shall own and maintain the Boulevard Trees according to its own practices.
- 7.11. Median Landscaping.** The City shall own and maintain the Median Landscaping according to its own practices.
- 7.12. City Communication Lines.** The City shall be responsible for maintenance and repair of all city communication lines (primarily fiber optic lines). The City will be responsible for performing all underground location of city fiber optic lines and related equipment for the purpose of various design and construction projects or other projects which may be required through the Gopher State One Call system, and furnishing all labor, materials, supplies, tools and other necessary items without cost to the County.
- 8. The County's Maintenance Responsibilities.** Upon completion of the Project, the County shall provide year-round maintenance at its sole cost as outlined below.
- 8.1. Roadways.** Maintenance of CSAH 52 reconstructed under the Project. Maintenance includes, but is not limited to, sweeping, debris removal, resurfacing and seal coating, and any other maintenance activities according to accepted County maintenance practices.
- 8.2. Traffic Signals, Rectangular Rapid Flashing Beacons (RRFB), and Components.**
- 8.2.1 Locating Traffic Signal Electrical Power Service Drop Lines.** The County will be responsible for performing all underground location of electrical service drop from source of power (wood pole or other transformer location) to service cabinet of the Signal System for the purpose of various design and construction projects or other projects which may be required through the Gopher State One Call system, and furnishing all labor, materials, supplies, tools and other necessary items.
- 8.2.2 Locating Traffic Signal Cable.** The County will be responsible for performing all underground location of signal equipment, conduit, wiring and related

equipment for the purpose of various design and construction projects or other projects which may be required through the Gopher State One Call system, and furnishing all labor, materials, supplies, tools and other necessary items without cost to the City.

- 8.2.3 Locating County Traffic Signal Fiber Optic Lines.** The County will be responsible for performing all underground location of county fiber optic lines and related equipment for the purpose of various design and construction projects or other projects which may be required through the Gopher State One Call system, and furnishing all labor, materials, supplies, tools and other necessary items without cost to the City.
- 8.2.4 Traffic Signal Components.** The County shall be responsible for maintenance and repair of all traffic signal system components, including cabinets, controller, control equipment, conduit system and interconnect cable, signal poles, mast arms, pushbutton posts, wiring, detection, EVP, signal heads, pedestrian pushbuttons, Pan Tilt and Zoom (PTZ) cameras, and mast-arm mounted street signs.
- 8.2.5 Signal Head Indications.** The County shall provide all required maintenance for the signal head indications. Maintenance includes but is not limited to replacement of signal indications for vehicular and pedestrian signal indications.
- 8.2.6 Traffic Signal Interconnect.** The County shall be responsible for maintenance and repair of all communication lines (primarily fiber optic lines) between the Signal System, other infrastructure, and County's traffic management center.
- 8.2.7 Signal Timing and Coordination.** The County shall be responsible for signal timing and coordination. Timing and coordination include but are not limited to front page timing, coordination timing, EVP timing, pedestrian timing, and preemption timing.
- 8.2.8 Traffic Signal Component Knockdowns.** The County shall be responsible for responding to signal and its component knockdown calls and repairing or replacing associated components damaged as a result of minor or major knockdowns to ensure proper functioning of traffic signals.
- 8.2.9 Blocking City Roadways.** When performing the Signal System maintenance work under this Agreement, the County may partially block affected City roadways within its corporate limits if needed. In cases of emergency, such City roadways may be wholly blocked and the passage of traffic thereon prevented by the County. At no time, however, shall the County continue to obstruct the free passage of traffic on the City roadways for a longer period of time than is reasonably required for making the necessary traffic signal repairs. The County shall not cause any portions of the City roadways on which traffic control signals are to be maintained to be closed to traffic for any reason other than those above without receiving prior written approval from the City of Richfield and in no event for a longer time than shall be necessary. In the event of the total blocking

or closing of any such City roadways, the County shall provide a suitable detour during such time.

**8.2.10 Maintenance Materials and Equipment.** When performing the Signal System maintenance work under this Agreement, the County shall be responsible for proper signing, marking, barricading and such other warning devices as may be required to adequately protect the pedestrian and vehicular traffic. All materials used by the County in the performance of the maintenance work shall conform to the requirements of the current Edition of the MnDOT "Standard Specifications for Construction" and all amendments and supplements thereto. All traffic signs, pavement markings and warning devices shall comply with the current Minnesota Manual on Uniform Traffic Control Devices (MN MUTCD).

**8.3. County Road Pavement Striping.** The County shall thereafter maintain and repair pavement striping, excluding Crosswalk Markings, Tabled Intersection Markings, Green Bicycle Conflict Zone Markings, for CSAH 52 installed as a part of the Project at the expense of the County.

**8.4. Storm Sewers.** The County shall own and maintain culverts, catch basins and leads, manholes, trunk lines and all other components that serve only County right of way constructed or reconstructed under the Project at no cost to the City. Maintenance includes repairs to structures, casting, and adjacent curb section repairs along with removal of sediments, vegetation, and ice. Storm sewers ownership and maintenance responsibilities are further illustrated in the attached Exhibit C.

**8.5 Stormwater Treatment Infrastructure.**

**8.5.1 Maintenance.** The County shall own and maintain the newly installed/revised stormwater treatment infrastructure constructed as part of the Project according to County practices as further illustrated in the attached Exhibit C. Routine maintenance includes, but is not limited to, removal of litter, clearing ice, mowing, vegetation management, minor erosion repairs, and replacement of filter media and sediment removal. Non-routine maintenance, includes dredging and replacement of stormwater treatment structures. The County agrees that it will provide 7 calendar day notice to the City and 48-hour notice to adjacent private properties prior to accessing the improvements for maintenance on City right of way.

**8.4.1 Blocking City Roadways.** When performing the Stormwater Treatment Infrastructure maintenance work under this Agreement, the County may partially block affected City roadways within its corporate limits if needed. In cases of emergency, such City roadways may be wholly blocked and the passage of traffic thereon prevented by the County. At no time, however, shall the County continue to obstruct the free passage of traffic on the City roadways for a longer period of time than is reasonably required. The County shall not cause any portions of the City roadways on which Stormwater Treatment Infrastructure is to be maintained to be closed to traffic for any reason other than those above without receiving prior written approval from the City of

Richfield and in no event for a longer time than shall be necessary.

**8.4.2 Maintenance Materials and Equipment.** When performing the Stormwater Treatment Infrastructure maintenance work under this Agreement, the County shall be responsible for proper signing, marking, barricading and such other warning devices as may be required to adequately protect the pedestrian and vehicular traffic. All materials used by the County in the performance of the maintenance work shall conform to the requirements of the current Edition of the MnDOT "Standard Specifications for Construction" and all amendments and supplements thereto. All traffic signs, pavement markings and warning devices shall comply with the current Minnesota Manual on Uniform Traffic Control Devices (MN MUTCD). Traffic Control Procedures for Stormwater Treatment Infrastructure maintenance is further illustrated in the attached Exhibit D.

**9. Authorized Representatives.** In order to coordinate the services of the County with the activities of the City and vice versa so as to accomplish the purposes of this Agreement, the Hennepin County Highway Engineer or designated representative and the City Engineer or designated representatives shall manage this Agreement on behalf of the County and the City.

**County of Hennepin:**

Carla Stueve  
County Highway Engineer  
Hennepin County Public Works  
1600 Prairie Drive, Medina, MN 55340  
Office: 612-596-0356  
[Carla.Stueve@hennepin.us](mailto:Carla.Stueve@hennepin.us)

**City of Richfield:**

Joe Powers  
City Engineer  
1901 66<sup>th</sup> St East, Richfield MN 55423  
(612) 861-9791  
[jpowers@richfieldmn.gov](mailto:jpowers@richfieldmn.gov)

**10. Assignment, Amendments, Default, Waiver, Agreement Complete, Cancellation or Termination.**

**10.1. Assignment.** Except for routine maintenance performed under Paragraph 7 of this Agreement, the City shall not assign, subcontract, transfer or pledge this Agreement and/or the services to be performed hereunder, whether in whole or in part, without the prior written consent of the County.

**10.2. Amendments.** Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the Parties hereto.

**10.3. Default.**

**10.3.1 City Default.** If the City fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute a default. Unless the City's default is excused by the County, the County may, upon written notice, immediately cancel this Agreement in its entirety.

**10.3.2 County Default.** If the County fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute a default. Unless the County's default is excused by the City, the City may, upon written notice, immediately cancel this Agreement in its entirety.

**10.4. Waiver.** The County's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.

**10.5. Agreement Complete.** The entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

**10.6. Cancellation or Termination.** This Agreement may be terminated or cancelled by each party by mutual agreement with or without cause by either party upon thirty (30) day written notice. This Agreement shall be terminated or cancelled by any party upon a material breach by the other party. In the event of a termination or cancellation, the Parties will remain responsible for cost participation as provided in this Agreement for obligations incurred up through the effective date of the termination or cancellation, subject to any equitable adjustment that may be required to account for the effects of a breach.

## **11. Indemnification.**

**11.1. The City Indemnifies the County.** The City agrees to defend, indemnify and hold harmless the County, its officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of the City or the City's consultant or sub consultant, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of the City to perform fully, in any respect, all obligations under this Agreement. The City's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.

**11.2. The County Indemnifies the City.** The County agrees to defend, indemnify and hold harmless the City, its officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses,

including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of the County or the County's consultant or sub consultant, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of the County to perform fully, in any respect, all obligations under this Agreement. The County's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.

**11.3. Single Governmental Unit.** For purposes of determining total liability for damages under this Agreement, the City and County will be considered a single governmental unit pursuant to Minnesota Statutes, section 471.59, subd. 1a(b).

**12. Insurance.** The County and the City agree that any future contract let by the Parties for the performance of any of the work included hereunder shall include clauses that will: 1) Require the contractor to indemnify and hold the County and the City, their commissioners, officers, agents and employees harmless from any liability, claim, demand, judgments, expenses, action or cause of action of any kind or character arising out of any act or omission of the contractor, their officers, employees, agents or subcontractors; 2) Require the contractor to be an independent contractor for the purposes of completing the work provided for in this Agreement; and 3) Require the contractor to provide and maintain enough insurance so as to assure the performance of its indemnification and hold harmless obligation:

	<u>Limits</u>
(1) Commercial General Liability on an occurrence basis with contractual liability coverage:	
General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence - Combined Bodily Injury and Property Damage	\$1,500,000

**Hennepin County and the City of Richfield shall be named as additional insureds for the Commercial General Liability coverage with respect to operations covered under this Agreement.**

(2) Automobile Liability:

Combined Single limit each occurrence coverage or the equivalent covering owned, non-owned, and hired automobiles:	\$1,500,000
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(3) Workers' Compensation and employer's Liability:

Workers' Compensation:	Statutory
If the contractor is based outside the State of Minnesota coverage must apply to Minnesota laws.	

Employer's Liability. Bodily injury by:	
Accident – Each Accident	\$500,000
Disease – Policy Limit	\$500,000
Disease - Each Employee	\$500,000

(4) Professional Liability – Per Claim and Aggregate: \$2,000,000

The above listed Professional Liability insurance will not be required in any construction contract let by the City if the City's contractors are not required to perform design engineering as part of the construction contract.

An umbrella or excess policy over primary liability coverages is an acceptable method to provide the required insurance limits.

The above subparagraphs establish minimum insurance requirements. It is the sole responsibility of the City's contractors to determine the need for and to procure additional insurance which may be needed in connection with the Project.

All insurance policies shall be open to inspection by the County and the City. Copies of policies and certificates of insurance shall be submitted to the County and the City upon written request.

### **13. Worker Compensation Claims.**

**13.1. City's Employees.** Any and all employees of the City and all other persons engaged by the City in the performance of any work or services required or provided for herein to be performed by the City shall not be considered employees of the County, and any and all claims that may or might arise under the Workers' Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of the employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of the employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the County.

**13.2. County's Employees.** Any and all employees of the County and all other persons engaged by the County in the performance of any work or services required or provided for herein to be performed by the County shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of the employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of the employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the City.

**14. Records/Audits.** The City agrees that the County, the State Auditor or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records, etc., which are pertinent to the Project and

the accounting practices and procedures of the City which involve transactions relating to this Agreement. The applicable term of this provision is six years consistent with Minn. Stat 16C., subd. 5.

- 15. Nondiscrimination.** The provisions of Minnesota Statute Section 181.59 and of any applicable local ordinance relating to civil rights and discrimination and the Affirmative Action Policy statement of Hennepin County shall be considered a part of this Agreement as though fully set forth herein.
- 16. Counterparts/Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.
- 17. Minnesota Laws Govern.** The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the Parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the Parties will be in the appropriate federal court within the State of Minnesota.

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IN TESTIMONY WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers and agree to be bound by the provisions herein set forth.

**CITY OF RICHFIELD**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

And: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

**COUNTY OF HENNEPIN**

**ATTEST:**

By: \_\_\_\_\_  
Deputy/Clerk of the County Board

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chair of its County Board

Date: \_\_\_\_\_

And: \_\_\_\_\_  
County Administrator

Date: \_\_\_\_\_

**REVIEWED BY  
THE COUNTY ATTORNEY'S OFFICE:**

By: \_\_\_\_\_  
Assistant County Attorney

Date: \_\_\_\_\_

And: \_\_\_\_\_  
Assistant County Administrator, Public Works

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL**

By: \_\_\_\_\_  
County Highway Engineer

Date: \_\_\_\_\_

**REVIEWED:**  
By: \_\_\_\_\_  
County Administrative Clerk

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL**

By: \_\_\_\_\_  
Department Director, Transportation  
Operations

Date: \_\_\_\_\_

## EXHIBIT A

### Engineer's Estimate and Division of Cost Summary



CSAH 52 (NICOLLET AVENUE) - HENNEPIN COUNTY PROJ. NO.: 2120800 - (SAP 027-652-046, SAP 157-020-034)  
 EXHIBIT "A" - DIVISION OF COST SUMMARY

		TOTAL	Hennepin County	City of Richfield Roadway / Storm	City of Richfield Sanitary / Water
Construction Contract Total	(1) \$	19,083,181.60 \$	13,365,398.85 \$	3,330,469.75 \$	2,387,313.00
Design Engineering	(2) \$	686,133.93 \$	- \$	399,656.37 \$	286,477.56
Construction Administration	(2) \$	333,046.98 \$	- \$	333,046.98 \$	-
Right-of-Way	(3) \$	1,700,750.00 \$	1,068,375.00 \$	632,375.00 \$	-
Boulevard Trees	(4) \$	38,800.00 \$	38,800.00 \$	- \$	-
Median Landscaping	(5) \$	76,335.00 \$	25,445.00 \$	50,890.00 \$	-
Contingency	(6) \$	1,908,318.16 \$	1,336,539.89 \$	333,046.98 \$	238,731.30
<b>PROJECT TOTAL</b>		<b>\$ 23,826,565.67</b>	<b>\$ 15,834,558.74</b>	<b>\$ 5,079,485.07</b>	<b>\$ 2,912,521.86</b>

**NOTES:**

- (1) Based on Hennepin County Cost Participation Policy dated October 20, 2020.
- (2) 22% fee applied to City Construction Contract Totals (12% Design Engineering + 10% Construction Administration)
- (3) Right-of-Way costs split 50% (County) / 50% (City). City Stormwater Quality Fee of \$218,000.00 is applied to the County's share of Right-of-Way costs and reduces the City's share of Right-of-Way costs.
- (4) 100 boulevard trees based on \$388 per tree at 100% County cost to be installed by County Forestry staff.
- (5) Median Landscaping costs split 33% (County) / 67% (City).
- (6) 10% contingency applied to Construction Contract Total.

File Location: c:\bentley\pw\_working\_hcidms10419\2025V\_CSAH052\_2120800\_SEQ\_Estimate\_Final; WORKSHEET:(EE Summary) 1 of 1

Last Update: 1/21/2026

DRAFT

**EXHIBIT B**  
**Project Plan Title Sheet**

DRAFT- DO NOT SIGN

**EXHIBIT C**  
**Drainage Ownership and Maintenance Responsibilities**

DRAFT- DO NOT SIGN

**EXHIBIT D**  
**Traffic Control Procedures for Stormwater**  
**Treatment Infrastructure Maintenance**

DRAFT- DO NOT SIGN

**EXHIBIT E**  
**Landscaping Project**

DRAFT- DO NOT SIGN

# HENNEPIN COUNTY

## MINNESOTA

**CSAH 52 (NICOLLET AVENUE) - HENNEPIN COUNTY PROJ. NO.: 2120800 - (SAP 027-652-046, SAP 157-020-034)**

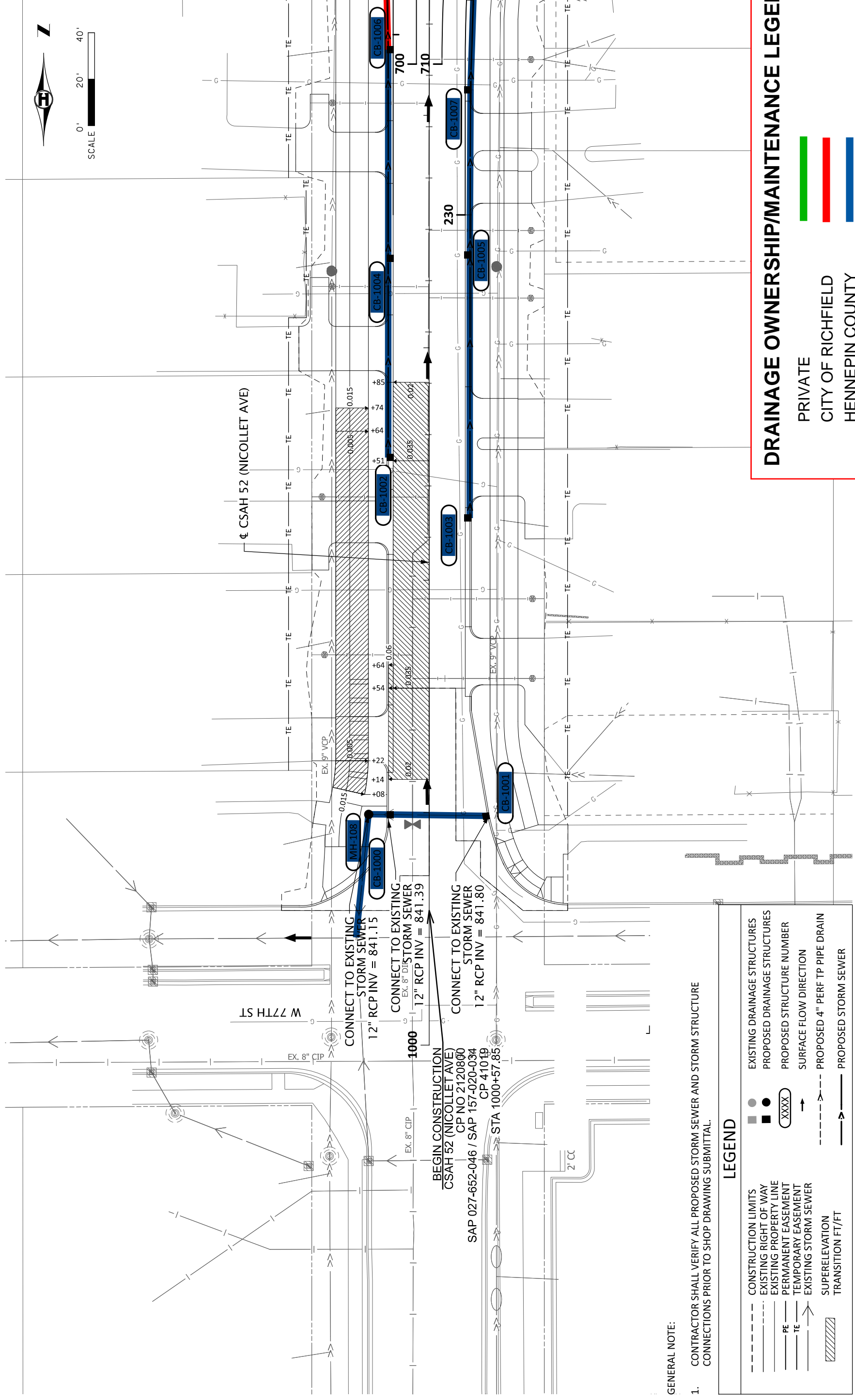
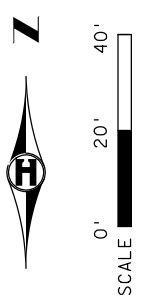
**EXHIBIT "A" - DIVISION OF COST SUMMARY**

		<b>TOTAL</b>		<b>Hennepin County</b>		<b>City of Richfield Roadway / Storm</b>		<b>City of Richfield Sanitary / Water</b>
Construction Contract Total	<b>(1)</b>	\$ 19,083,181.60	\$	13,365,398.85	\$	3,330,469.75	\$	2,387,313.00
Design Engineering	<b>(2)</b>	\$ 686,133.93	\$	-	\$	399,656.37	\$	286,477.56
Construction Administration	<b>(2)</b>	\$ 333,046.98	\$	-	\$	333,046.98	\$	-
Right-of-Way	<b>(3)</b>	\$ 1,700,750.00	\$	1,068,375.00	\$	632,375.00	\$	-
Boulevard Trees	<b>(4)</b>	\$ 38,800.00	\$	38,800.00	\$	-	\$	-
Median Landscaping	<b>(5)</b>	\$ 76,335.00	\$	25,445.00	\$	50,890.00	\$	-
Contingency	<b>(6)</b>	\$ 1,908,318.16	\$	1,336,539.89	\$	333,046.98	\$	238,731.30
<b>PROJECT TOTAL</b>		<b>\$ 23,826,565.67</b>	<b>\$</b>	<b>15,834,558.74</b>	<b>\$</b>	<b>5,079,485.07</b>	<b>\$</b>	<b>2,912,521.86</b>

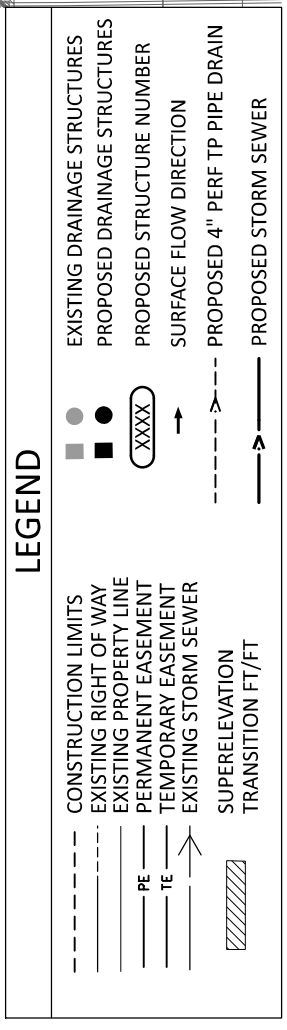
**NOTES:**

- (1)** Based on Hennepin County Cost Participation Policy dated October 20, 2020.
- (2)** 22% fee applied to City Construction Contract Totals  
(12% Design Engineering + 10% Construction Administration)
- (3)** Right-of-Way costs split 50% (County) / 50% (City). City Stormwater Quality Fee of \$218,000.00 is applied to the County's share of Right-of-Way costs and reduces the City's share of Right-of-Way costs.
- (4)** 100 boulevard trees based on \$388 per tree at 100% County cost to be installed by County Forestry staff.
- (5)** Median Landscaping costs split 33% (County) / 67% (City).
- (6)** 10% contingency applied to Construction Contract Total.





GENERAL NOTE:  
1. CONTRACTOR SHALL VERIFY ALL PROPOSED STORM SEWER AND STORM STRUCTURE CONNECTIONS PRIOR TO SHOP DRAWING SUBMITTAL.



### DRAINAGE OWNERSHIP/MAINTENANCE LEGEND



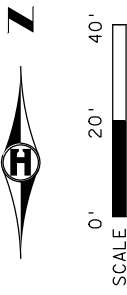
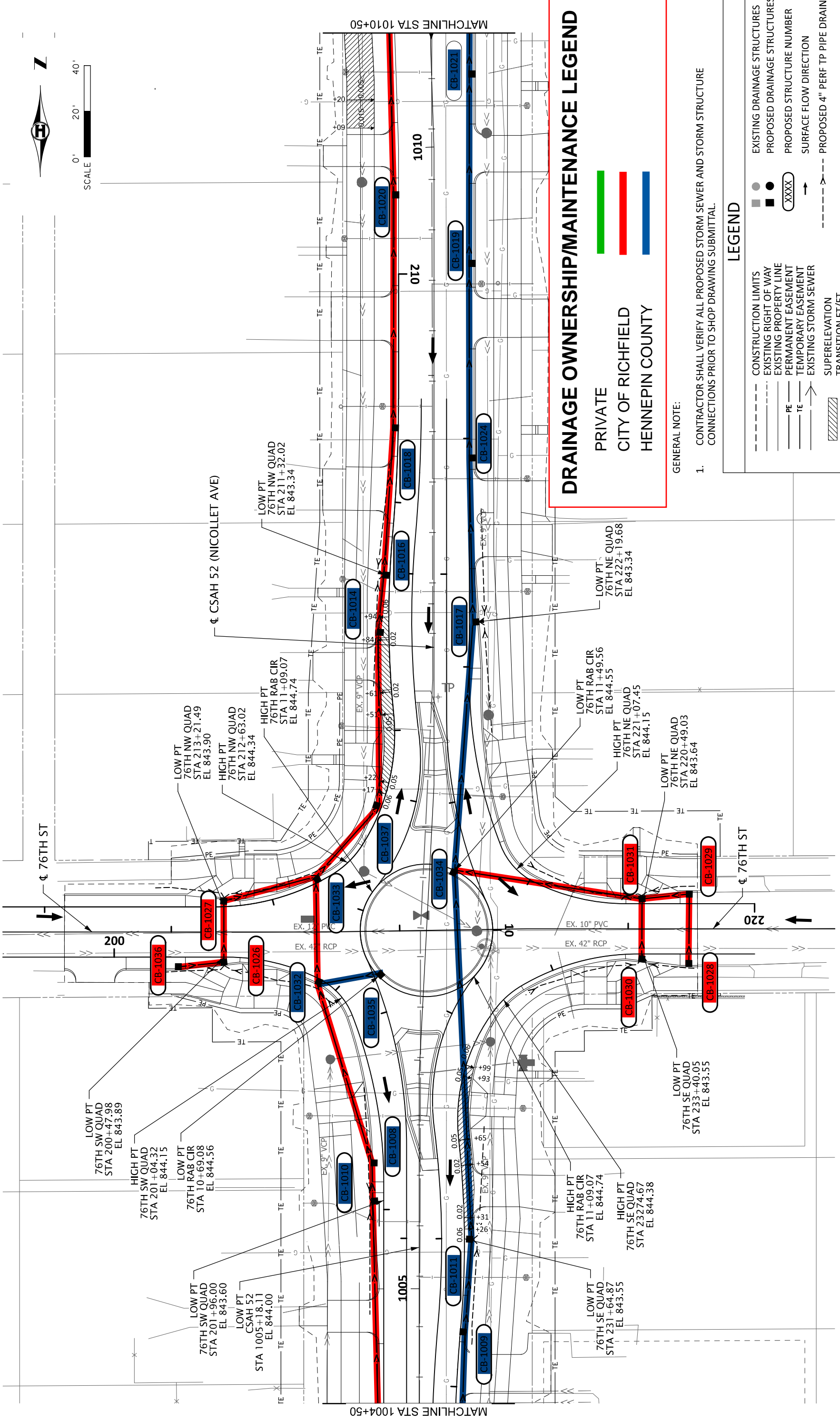
# EXHIBIT C

DESIGN BY: AB  
CAD BY: SSA  
CHECKED BY: JCLA  
LAST REVISION: --/--/----

**DRAINAGE & SUPERELEVATION PLAN**  
C.S.A.H. 52 (NICOLLET AVE)  
HENNEPIN COUNTY PROJECT 2120800  
SAP 027-652-046, SAP 157-020-034, CP 41019

SHEET 198 / 366

PLOT NAME: 052120800\_300dwp PATH & FILENAME: Projects\052\_2120800\Design\CADD\Plans\052120800\_300dwp.dgn PLOTTED/REVISED: 19-DEC-2025



### DRAINAGE OWNERSHIP/MAINTENANCE LEGEND

PRIVATE	CITY OF RICHFIELD	HENNEPIN COUNTY
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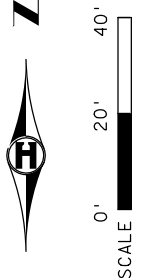
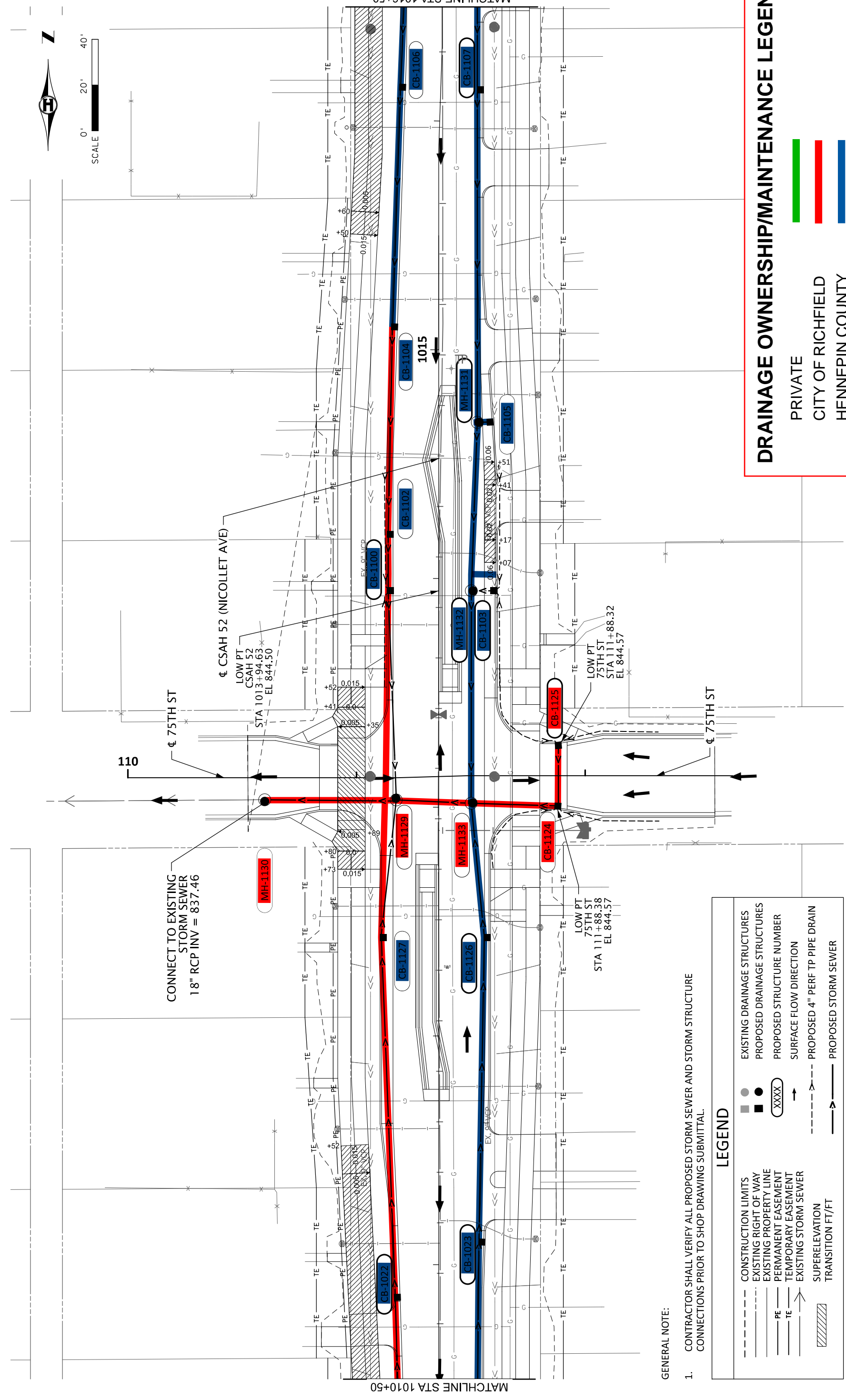
**GENERAL NOTE:**

- CONTRACTOR SHALL VERIFY ALL PROPOSED STORM SEWER AND STORM STRUCTURE CONNECTIONS PRIOR TO SHOP DRAWING SUBMITTAL.

**LEGEND**

<ul style="list-style-type: none"> <li> CONSTRUCTION LIMITS</li> <li> EXISTING RIGHT OF WAY</li> <li> EXISTING PROPERTY LINE</li> <li> PERMANENT EASEMENT</li> <li> TEMPORARY EASEMENT</li> <li> EXISTING STORM SEWER</li> <li> SUPERELEVATION</li> <li> TRANSITION FT/FT</li> </ul>	<ul style="list-style-type: none"> <li> EXISTING DRAINAGE STRUCTURES</li> <li> PROPOSED DRAINAGE STRUCTURES</li> <li> PROPOSED STRUCTURE NUMBER</li> <li> SURFACE FLOW DIRECTION</li> <li> PROPOSED 4" PERF TP PIPE DRAIN</li> <li> PROPOSED STORM SEWER</li> </ul>
--	---

HENNEPIN COUNTY PROJECT 2120800 SAP 027-652-046, SAP 157-020-034, CP 41019	<b>EXHIBIT C</b>	DESIGN BY: AB CAD BY: SSA CHECKED BY: JCLA LAST REVISION: --/--/----	<b>DRAINAGE &amp; SUPERELEVATION PLAN</b>
			SHEET 199 / 366



**DRAINAGE OWNERSHIP/MAINTENANCE LEGEND**

- PRIVATE (Green line)
- CITY OF RICHFIELD (Red line)
- HENNEPIN COUNTY (Blue line)

- LEGEND**
- CONSTRUCTION LIMITS
  - - - EXISTING RIGHT OF WAY
  - EXISTING PROPERTY LINE
  - PE PERMANENT EASEMENT
  - TE TEMPORARY EASEMENT
  - EXISTING STORM SEWER
  - ▨ SUPERELEVATION
  - > TRANSITION FT/FT
  - EXISTING DRAINAGE STRUCTURES
  - PROPOSED DRAINAGE STRUCTURES
  - XXXX PROPOSED STRUCTURE NUMBER
  - SURFACE FLOW DIRECTION
  - - - PROPOSED 4" PERF TP PIPE DRAIN
  - > PROPOSED STORM SEWER

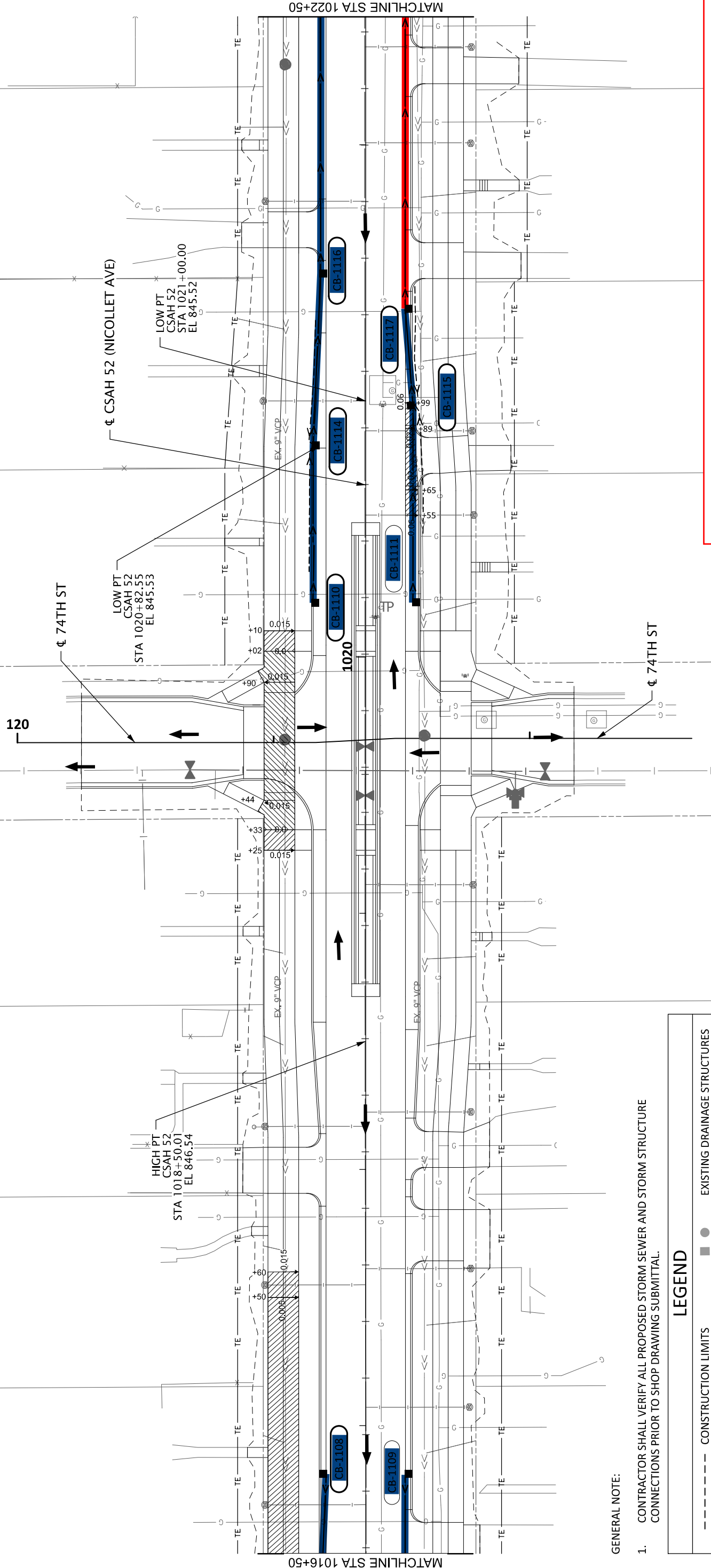
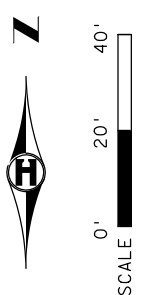
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**EXHIBIT C**

DESIGN BY: AB  
 CAD BY: SSA  
 CHECKED BY: JCLA  
 LAST REVISION: --/--/----

**DRAINAGE & SUPERELEVATION PLAN**  
 C.S.A.H. 52 (NICOLLET AVE)  
 HENNEPIN COUNTY PROJECT 2120800  
 SAP 027-652-046, SAP 157-020-034, CP 41019



**GENERAL NOTE:**

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**LEGEND**

	CONSTRUCTION LIMITS		EXISTING DRAINAGE STRUCTURES
	EXISTING RIGHT OF WAY		PROPOSED DRAINAGE STRUCTURES
	EXISTING PROPERTY LINE		PROPOSED STRUCTURE NUMBER
	PERMANENT EASEMENT		SURFACE FLOW DIRECTION
	TEMPORARY EASEMENT		PROPOSED 4" PERF TP PIPE DRAIN
	EXISTING STORM SEWER		PROPOSED STORM SEWER
	SUPERELEVATION		
	TRANSITION FT/FT		

**DRAINAGE OWNERSHIP/MAINTENANCE LEGEND**

- |  |                   |
|--|-------------------|
|  | PRIVATE           |
|  | CITY OF RICHFIELD |
|  | HENNEPIN COUNTY   |



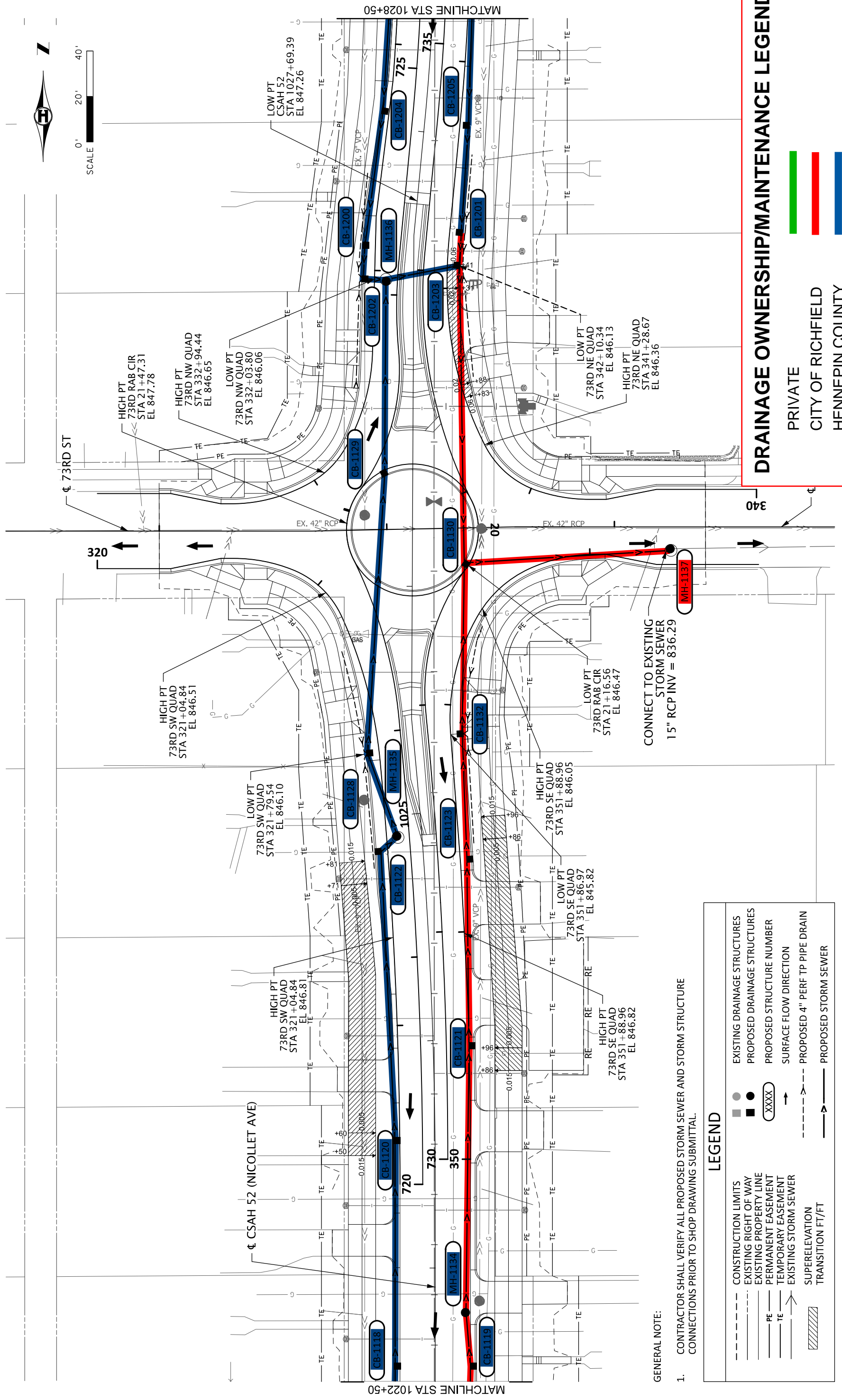
**EXHIBIT C**

DESIGN BY: AB  
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 CHECKED BY: JCLA  
 LAST REVISION: --/--/----

**DRAINAGE & SUPERELEVATION PLAN**  
 C.S.A.H. 52 (NICOLLET AVE)  
 HENNEPIN COUNTY PROJECT 2120800  
 SAP 027-652-046, SAP 157-020-034, CP 41019



SCALE 0' 20' 40'



GENERAL NOTE:

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**LEGEND**

--- (dashed line)	CONSTRUCTION LIMITS	● (solid circle)	EXISTING DRAINAGE STRUCTURES
--- (dotted line)	EXISTING RIGHT OF WAY	● (solid circle)	PROPOSED DRAINAGE STRUCTURES
--- (dash-dot line)	EXISTING PROPERTY LINE	XXXX (in circle)	PROPOSED STRUCTURE NUMBER
--- (solid line)	PERMANENT EASEMENT	→ (arrow)	SURFACE FLOW DIRECTION
--- (dashed line)	TEMPORARY EASEMENT	→ (arrow)	PROPOSED 4" PERF TP PIPE DRAIN
--- (solid line)	EXISTING STORM SEWER	→ (arrow)	PROPOSED STORM SEWER
--- (hatched area)	SUPERELEVATION	→ (arrow)	PROPOSED STORM SEWER
--- (dotted line)	TRANSITION FT/FT		

**DRAINAGE OWNERSHIP/MAINTENANCE LEGEND**

--- (green line)	PRIVATE
--- (red line)	CITY OF RICHFIELD
--- (blue line)	HENNEPIN COUNTY



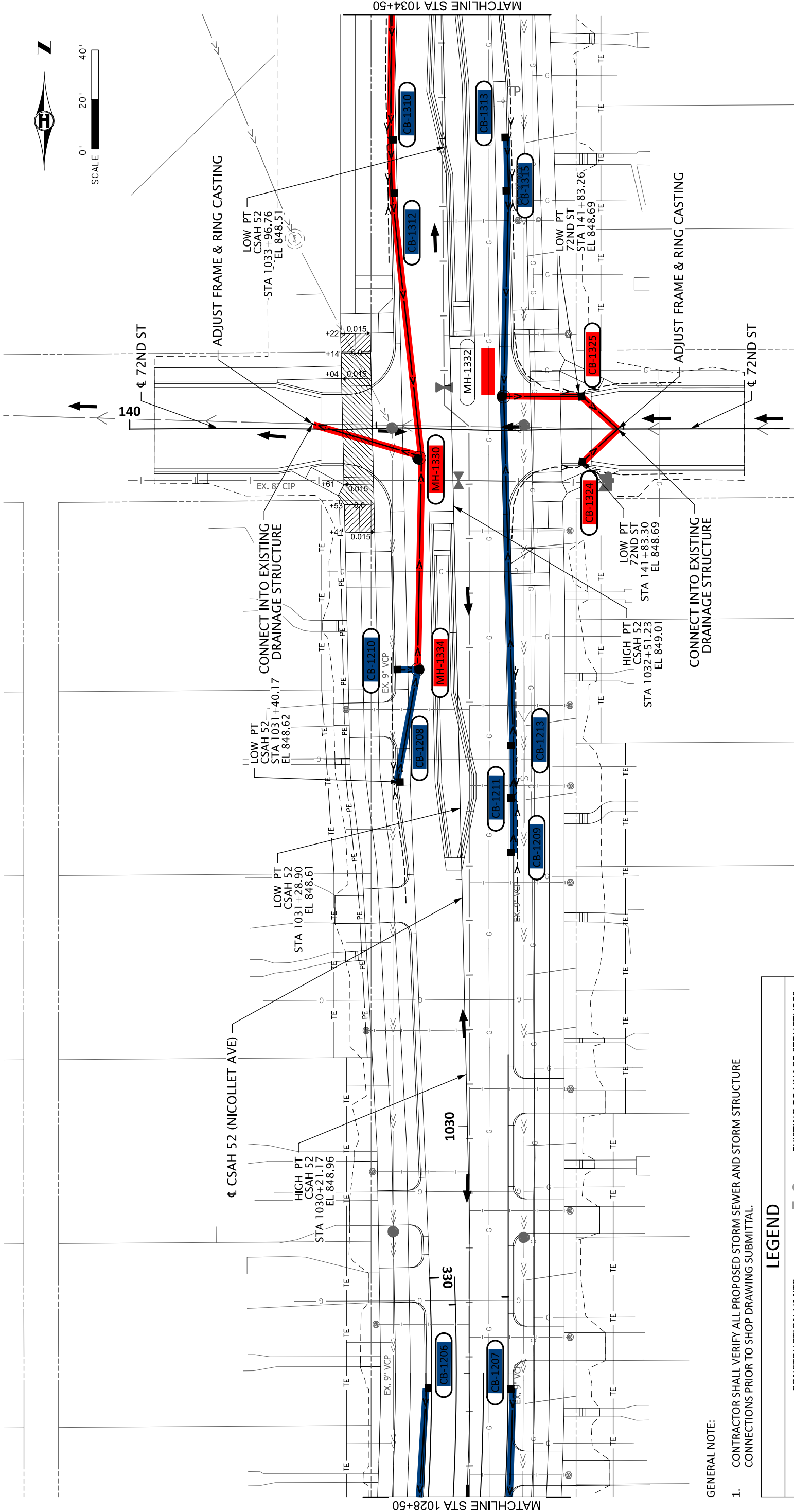
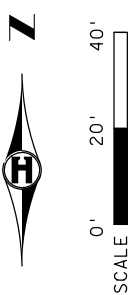
**EXHIBIT C**

DESIGN BY: AB  
 CAD BY: SSA  
 CHECKED BY: JCLA  
 LAST REVISION: --/--/----

**DRAINAGE & SUPERELEVATION PLAN**

C.S.A.H. 52 (NICOLLET AVE)  
 HENNEPIN COUNTY PROJECT 2120800  
 SAP 027-652-046, SAP 157-020-034, CP 41019

SHEET 202 / 366



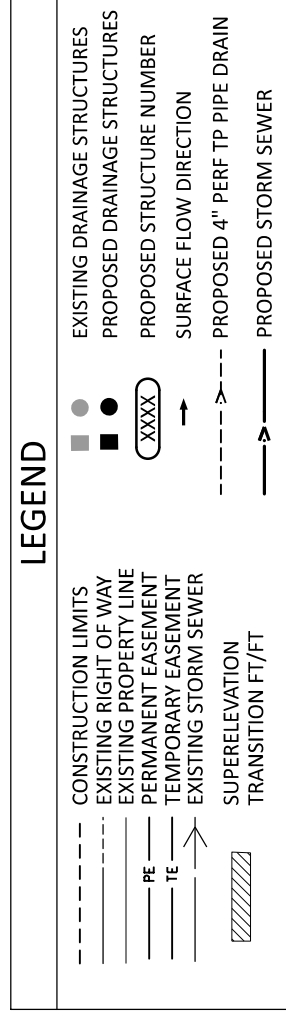
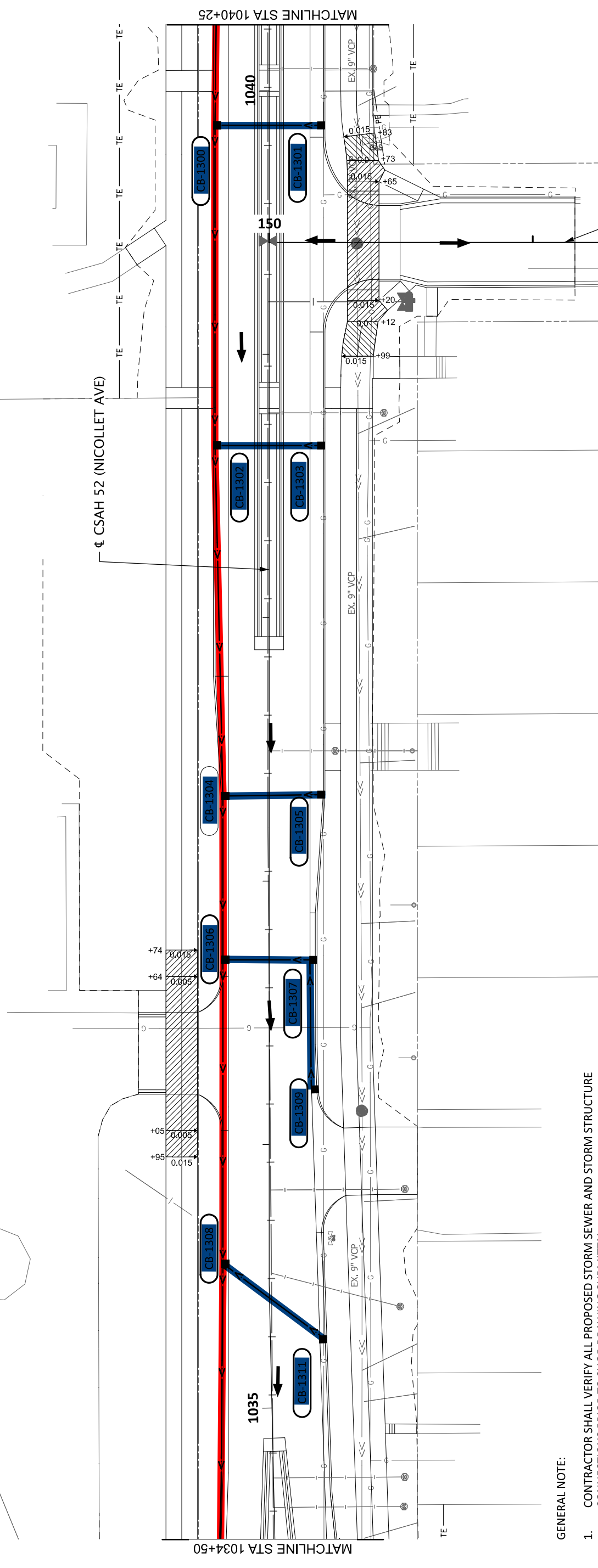
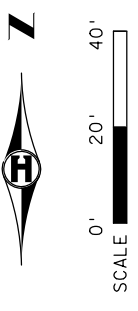
- PRIVATE █
- CITY OF RICHFIELD █
- HENNEPIN COUNTY █

**LEGEND**

	CONSTRUCTION LIMITS		EXISTING DRAINAGE STRUCTURES
	EXISTING RIGHT OF WAY		PROPOSED DRAINAGE STRUCTURES
	EXISTING PROPERTY LINE		PROPOSED STRUCTURE NUMBER
	PERMANENT EASEMENT		SURFACE FLOW DIRECTION
	TEMPORARY EASEMENT		PROPOSED 4" PERF TP PIPE DRAIN
	EXISTING STORM SEWER		PROPOSED STORM SEWER
	SUPERELEVATION		
	TRANSITION FT/FT		

GENERAL NOTE:  
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	<b>EXHIBIT C</b>	DESIGN BY: AB CAD BY: SSA CHECKED BY: JCLA LAST REVISION: --/--/----	<b>DRAINAGE &amp; SUPERELEVATION PLAN</b>	SHEET 203 / 366
	C.S.A.H. 52 (NICOLLET AVE) HENNEPIN COUNTY PROJECT 2120800 SAP 027-652-046, SAP 157-020-034, CP 41019			



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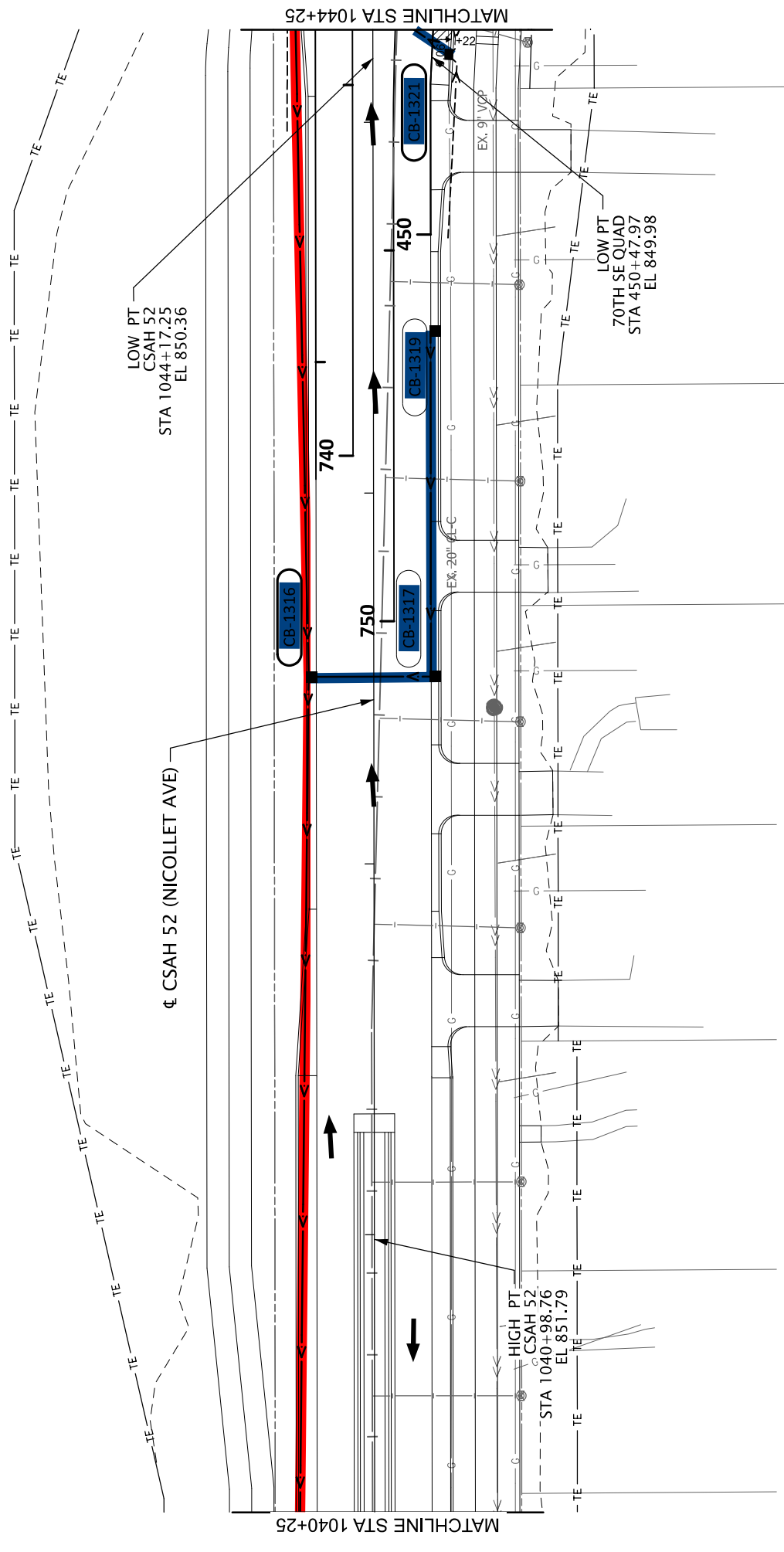
**DRAINAGE OWNERSHIP/MAINTENANCE LEGEND**



	<h1 style="color: red; margin: 0;">EXHIBIT C</h1>	DESIGN BY: AB CAD BY: SSA CHECKED BY: JCLA LAST REVISION: --/--/----	<b>DRAINAGE &amp; SUPERELEVATION PLAN</b>
C.S.A.H. 52 (NICOLLET AVE) HENNEPIN COUNTY PROJECT 2120800 SAP 027-652-046, SAP 157-020-034, CP 41019		SHEET 204 / 366	



SCALE  
0' 20' 40'



- CONTRACTOR SHALL VERIFY ALL PROPOSED STORM SEWER AND STORM STRUCTURE CONNECTIONS PRIOR TO SHOP DRAWING SUBMITTAL.

LEGEND	
--- (dashed line)	CONSTRUCTION LIMITS
--- (dotted line)	EXISTING RIGHT OF WAY
--- (solid line)	EXISTING PROPERTY LINE
--- (line with 'PE')	PERMANENT EASEMENT
--- (line with 'TE')	TEMPORARY EASEMENT
--- (line with arrow)	EXISTING STORM SEWER
--- (hatched area)	SUPERELEVATION
--- (line with arrow)	TRANSITION FT/FT
● (circle)	EXISTING DRAINAGE STRUCTURES
■ (square)	PROPOSED DRAINAGE STRUCTURES
XXXX (in circle)	PROPOSED STRUCTURE NUMBER
→ (arrow)	SURFACE FLOW DIRECTION
--- (dashed line with arrow)	PROPOSED 4" PERF TP PIPE DRAIN
--- (solid line with arrow)	PROPOSED STORM SEWER

**DRAINAGE OWNERSHIP/MAINTENANCE LEGEND**

- █ (green bar) PRIVATE
- █ (red bar) CITY OF RICHFIELD
- █ (blue bar) HENNEPIN COUNTY



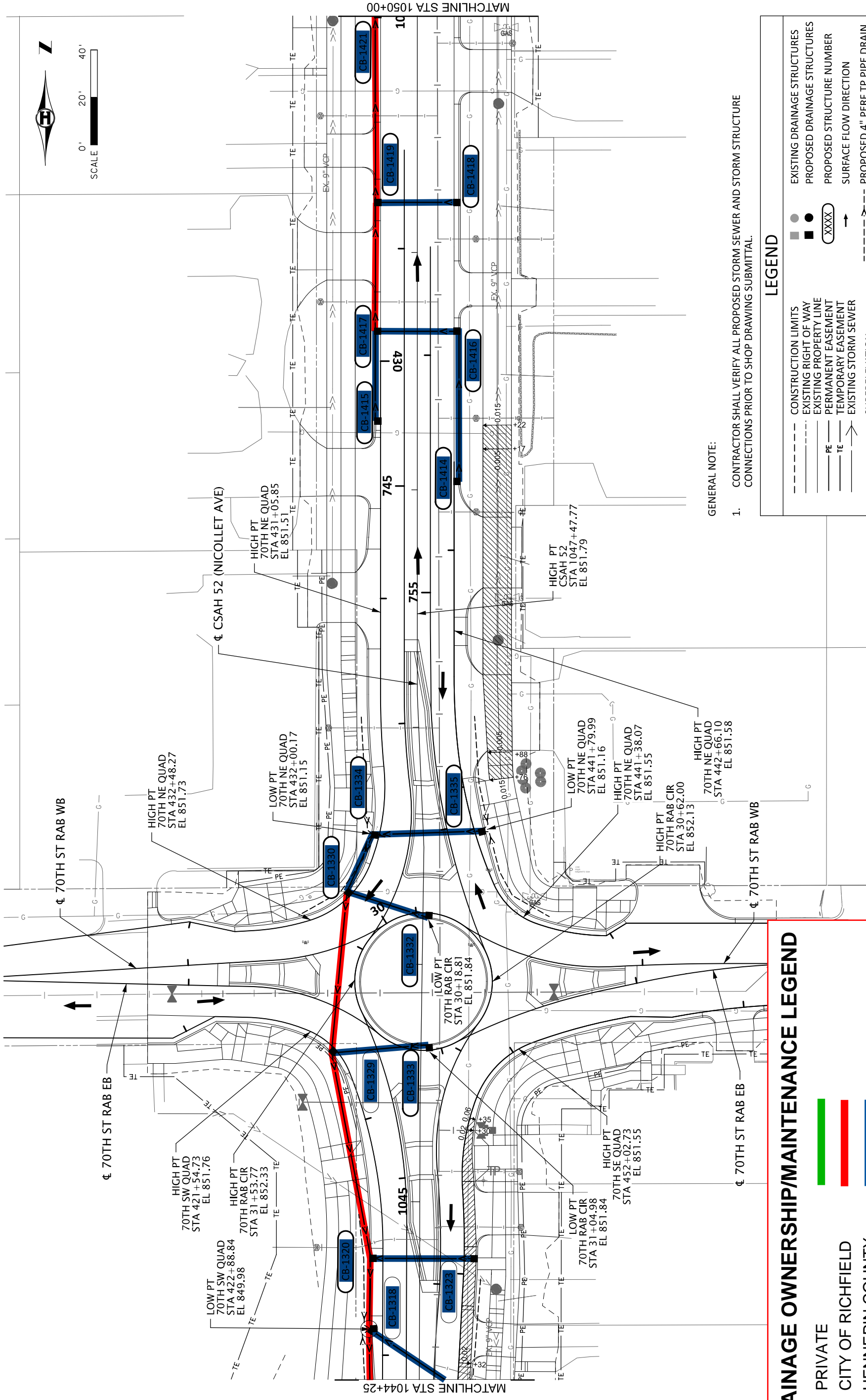
**EXHIBIT C**

DESIGN BY:  
CAD BY:  
CHECKED BY:  
LAST REVISION:

AB  
SSA  
JCLA  
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**DRAINAGE & SUPERELEVATION PLAN**  
  
C.S.A.H. 52 (NICOLLET AVE)  
HENNEPIN COUNTY PROJECT 2120800  
SAP 027-652-046, SAP 157-020-034, CP 41019

SHEET  
205 / 366



**DRAINAGE OWNERSHIP/MAINTENANCE LEGEND**

- PRIVATE
- CITY OF RICHFIELD
- HENNEPIN COUNTY

**LEGEND**

- CONSTRUCTION LIMITS
- EXISTING RIGHT OF WAY
- EXISTING PROPERTY LINE
- PERMANENT EASEMENT
- TEMPORARY EASEMENT
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- EXISTING DRAINAGE STRUCTURES
- PROPOSED DRAINAGE STRUCTURES
- PROPOSED STRUCTURE NUMBER
- SURFACE FLOW DIRECTION
- PROPOSED 4" PERF TP PIPE DRAIN
- PROPOSED STORM SEWER

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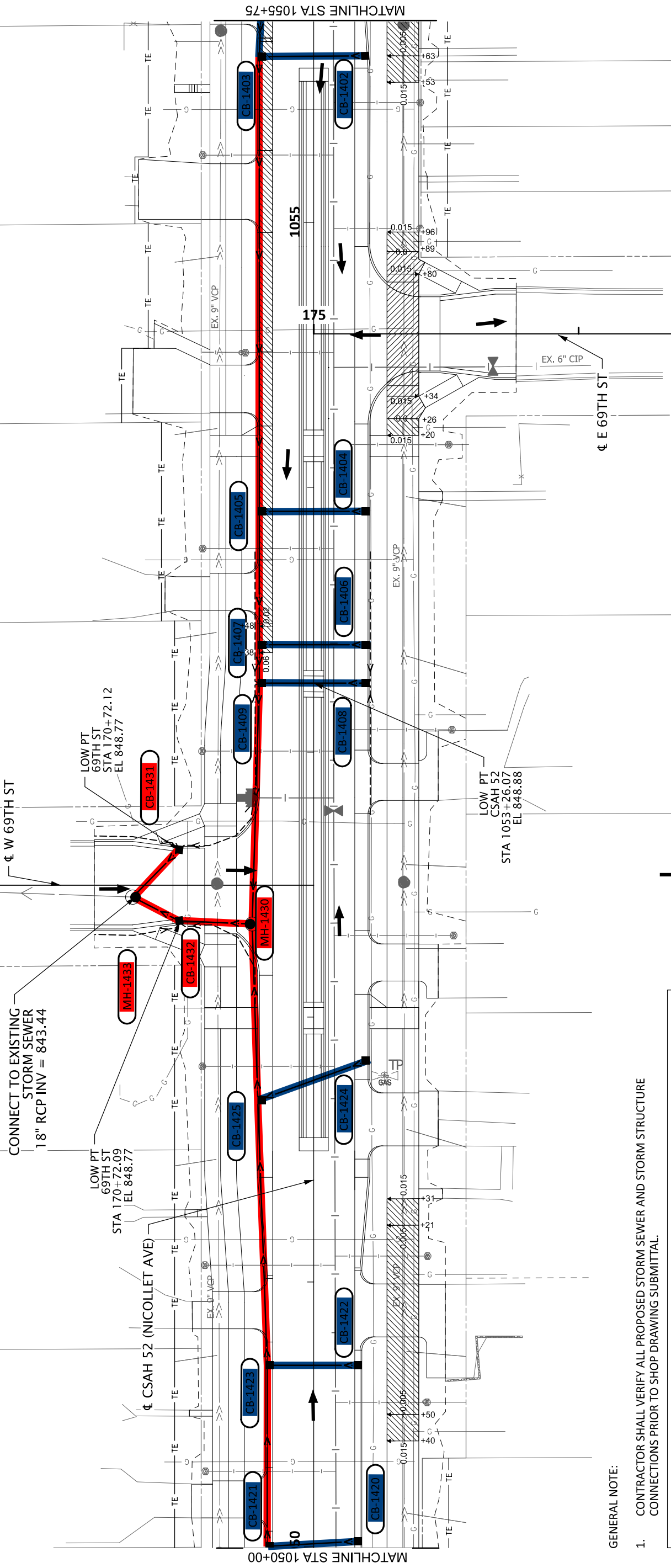
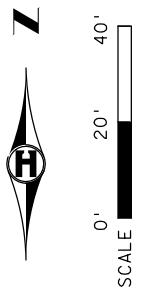


**EXHIBIT C**

DESIGN BY: LCH  
 CAD BY: SSA  
 CHECKED BY: JCLA  
 LAST REVISION: --/--/----

**DRAINAGE & SUPERELEVATION PLAN**  
 C.S.A.H. 52 (NICOLLET AVE)  
 HENNEPIN COUNTY PROJECT 2120800  
 SAP 027-652-046, SAP 157-020-034, CP 41019

SHEET 206 / 366



**DRAINAGE OWNERSHIP/MAINTENANCE LEGEND**

- PRIVATE
- CITY OF RICHFIELD
- HENNEPIN COUNTY

**LEGEND**

--- CONSTRUCTION LIMITS	● EXISTING DRAINAGE STRUCTURES
--- EXISTING RIGHT OF WAY	■ PROPOSED DRAINAGE STRUCTURES
--- EXISTING PROPERTY LINE	XXXX PROPOSED STRUCTURE NUMBER
--- PE PERMANENT EASEMENT	→ SURFACE FLOW DIRECTION
--- TE TEMPORARY EASEMENT	--- PROPOSED 4" PERF TP PIPE DRAIN
--- EXISTING STORM SEWER	--- PROPOSED STORM SEWER
/// SUPERELEVATION	
--- TRANSITION FT/FT	

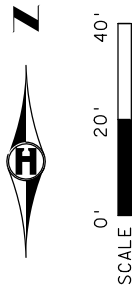
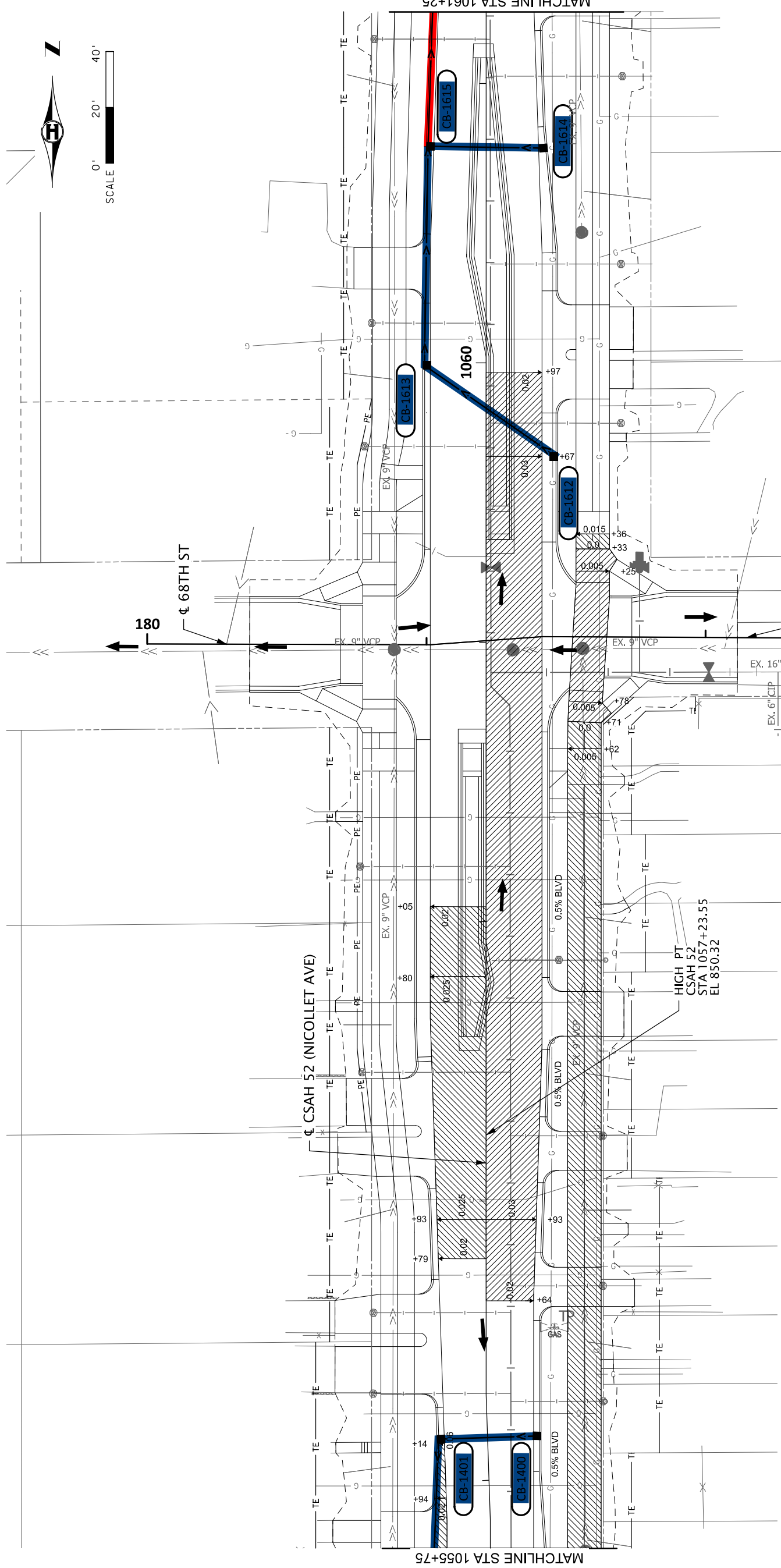
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**EXHIBIT C**

DESIGN BY: LCH  
 CAD BY: SSA  
 CHECKED BY: JCLA  
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**DRAINAGE & SUPERELEVATION PLAN**  
 C.S.A.H. 52 (NICOLLET AVE)  
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**GENERAL NOTE:**

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**LEGEND**

--- (dashed line)	CONSTRUCTION LIMITS	● (black circle)	EXISTING DRAINAGE STRUCTURES
--- (dotted line)	EXISTING RIGHT OF WAY	■ (black square)	PROPOSED DRAINAGE STRUCTURES
--- (solid line)	EXISTING PROPERTY LINE	XXXX (in circle)	PROPOSED STRUCTURE NUMBER
--- (solid line with PE)	PERMANENT EASEMENT	→ (solid arrow)	SURFACE FLOW DIRECTION
--- (solid line with TE)	TEMPORARY EASEMENT	→ (dashed arrow)	PROPOSED 4" PERF TP PIPE DRAIN
--- (solid line with arrow)	EXISTING STORM SEWER	→ (solid arrow)	PROPOSED STORM SEWER
--- (hatched area)	SUPERELEVATION TRANSITION FT/FT		

**DRAINAGE OWNERSHIP/MAINTENANCE LEGEND**

--- (green line)	PRIVATE
--- (red line)	CITY OF RICHFIELD
--- (blue line)	HENNEPIN COUNTY



**EXHIBIT C**

DESIGN BY: LCH  
 CAD BY: SSA  
 CHECKED BY: JCLA  
 LAST REVISION: --/--/----

**DRAINAGE & SUPERELEVATION PLAN**  
 C.S.A.H. 52 (NICOLLET AVE)  
 HENNEPIN COUNTY PROJECT 2120800  
 SAP 027-652-046, SAP 157-020-034, CP 41019

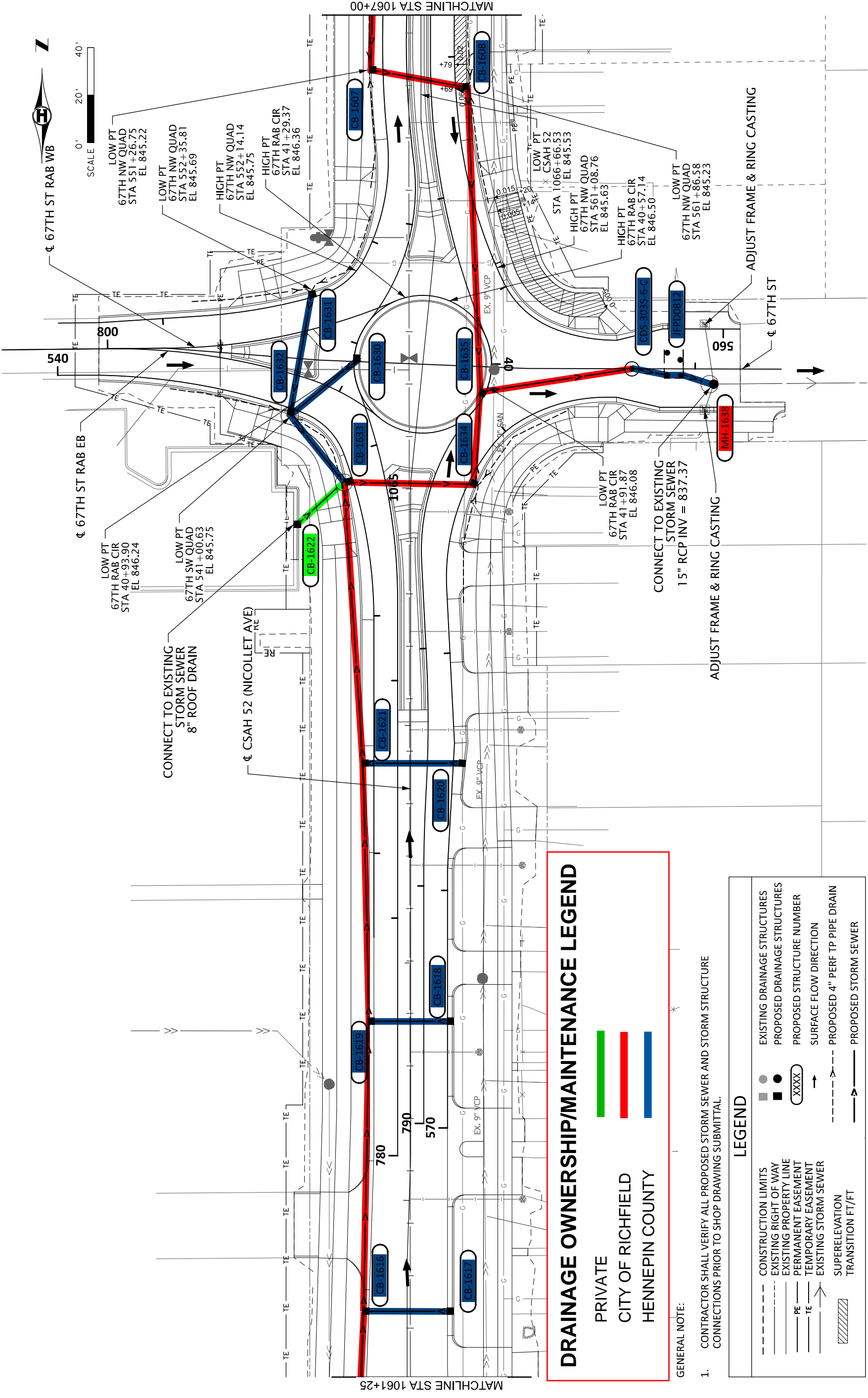


# EXHIBIT C

DESIGN BY: LCH  
 CAD BY: SSA  
 CHECKED BY: JCLA  
 LAST REVISION: --/--/----

**DRAINAGE & SUPERELEVATION PLAN**  
 C.S.A.H. 52 (NICOLLET AVE)  
 HENNEPIN COUNTY PROJECT 2120800  
 SAP 027-652-046, SAP 157-020-034, CP 41019

SHEET 209 / 366



### DRAINAGE OWNERSHIP/MAINTENANCE LEGEND

- PRIVATE (Green line)
- CITY OF RICHFIELD (Red line)
- HENNEPIN COUNTY (Blue line)

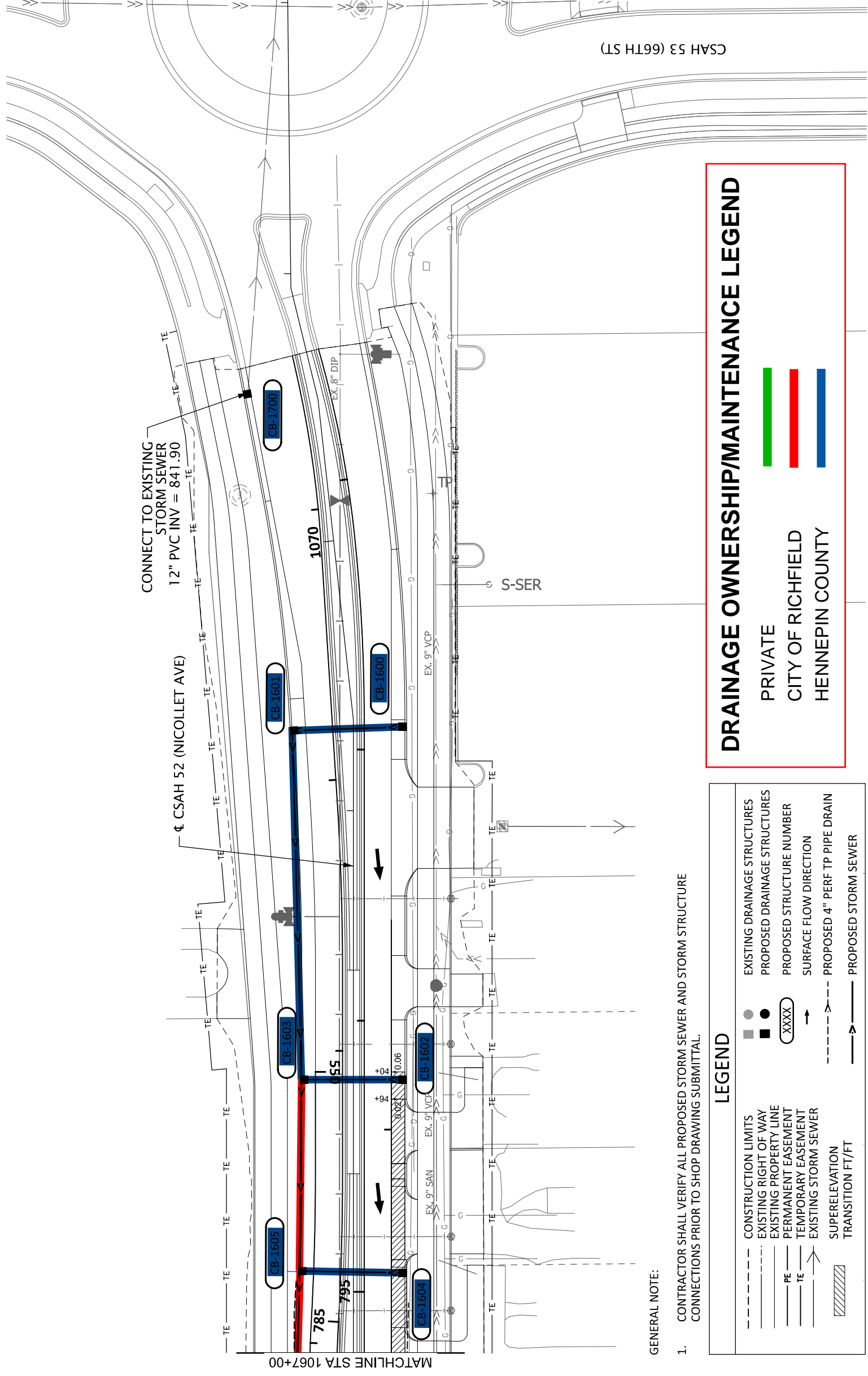
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### LEGEND

--- CONSTRUCTION LIMITS	● EXISTING DRAINAGE STRUCTURES
- - - EXISTING RIGHT OF WAY	■ PROPOSED DRAINAGE STRUCTURES
— EXISTING PROPERTY LINE	XXXX PROPOSED STRUCTURE NUMBER
— PE PERMANENT EASEMENT	→ SURFACE FLOW DIRECTION
— TE TEMPORARY EASEMENT	--- PROPOSED 4" PERF TP PIPE DRAIN
— EXISTING STORM SEWER	→ PROPOSED STORM SEWER
▨ SUPERELEVATION	
— TRANSITION FT/FT	



SCALE 0' 20' 40'



GENERAL NOTE:

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**LEGEND**

--- CONSTRUCTION LIMITS	● EXISTING DRAINAGE STRUCTURES
--- EXISTING RIGHT OF WAY	● PROPOSED DRAINAGE STRUCTURES
--- EXISTING PROPERTY LINE	XXXXX PROPOSED STRUCTURE NUMBER
--- PE PERMANENT EASEMENT	→ SURFACE FLOW DIRECTION
--- TE TEMPORARY EASEMENT	--- PROPOSED 4" PERF TP PIPE DRAIN
--- EXISTING STORM SEWER	→ PROPOSED STORM SEWER
/// SUPERELEVATION TRANSITION FT/FT	

**DRAINAGE OWNERSHIP/MAINTENANCE LEGEND**

█ PRIVATE
█ CITY OF RICHFIELD
█ HENNEPIN COUNTY



**EXHIBIT C**

DESIGN BY: LCH  
 CAD BY: SSA  
 CHECKED BY: JCLA  
 LAST REVISION: --/--/----

**DRAINAGE & SUPERELEVATION PLAN**  
 C.S.A.H. 52 (NICOLLET AVE)  
 HENNEPIN COUNTY PROJECT 2120800  
 SAP 027-652-046, SAP 157-020-034, CP 41019

SHEET 210 / 366

## Exhibit D - Traffic Control Procedures for Stormwater Treatment Infrastructure Maintenance



**GENERAL NOTES:**

- A. COUNTY TO NOTIFY CITY ENGINEER AT LEAST 7 CALENDAR DAYS IN ADVANCE OF STORM WATER TREATMENT INFRASTRUCTURE MAINTENANCE WORK.
- B. COUNTY SHALL PROVIDE A MINIMUM 48-HOUR WRITTEN NOTICE TO ALL AFFECTED PROPERTY OWNERS WITH DRIVEWAYS ON 67TH ST BETWEEN CSAH 52 (NICOLLET AVE) AND 1ST ST PRIOR TO PLACING TEMPORARY TRAFFIC CONTROL MEASURES.
- C. MAINTAIN ACCESS TO ALL RESIDENTIAL DRIVEWAYS.

**Disclaimer:** This map (i) is furnished "AS IS" with no representation as to completeness or accuracy; (ii) is furnished with no warranty of any kind; and (iii) is not suitable for legal, engineering or surveying purposes. Hennepin County shall not be liable for any damage, injury or loss resulting from this map.



PERMANENT TURF ESTABLISHMENT							
ROADWAY	STATION TO STATION		2571				
			DECIDUOUS TREE 1.5" CAL CONT	DECIDUOUS SHRUB NO 2 CONT	PERENNIAL NO 1 CONT	ORNAMENTAL GRASS NO 1 CONT	
			EACH	EACH	EACH	EACH	
			HENNEPIN COUNTY	CITY OF RICHFIELD	CITY OF RICHFIELD	CITY OF RICHFIELD	CITY OF RICHFIELD
CSAH 52	1000+73.08	TO 1074+00	100	11	252	1183	506
<b>TOTAL</b>			<b>111</b>		<b>252</b>	<b>1183</b>	<b>506</b>

**GENERAL LANDSCAPE NOTES**

CONTRACTOR SHALL INSPECT THE SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS RELATING TO THE NATURE AND SCOPE OF WORK. REFER TO CONSTRUCTION & PROFILES FOR ROADWAY INFORMATION, REFER TO EROSION AND SEDIMENT CONTROL PLANS FOR COORDINATION. SEE SPECIFICATIONS FOR APPROVED PLANTING SEASONS, INSTALLATION REQUIREMENTS, PLANT AND SEED MAINTENANCE, AND WARRANTY REQUIREMENTS. TREE LOCATIONS AND SPECIES TO BE STAKED BY CONTRACTOR FOR LANDSCAPE ARCHITECT APPROVAL PRIOR TO DIGGING HOLES. PLANT MATERIAL TO BE REVIEWED AND ACCEPTED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. REFER TO PLANTING DETAILS AND NOTES FOR MORE INFORMATION. LANDSCAPE CONTRACTOR SHALL COORDINATE THE PHASES OF CONSTRUCTION AND PLANTING INSTALLATION WITH OTHER CONTRACTORS WORKING ON SITE. NO PLANTS WILL BE PLANTED UNTIL FINAL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA. PLAN TAKES PRECEDENCE OVER PLANT SCHEDULE IF DISCREPANCIES IN QUANTITIES EXIST. ADJUSTMENTS IN LOCATIONS OF PROPOSED PLANT MATERIALS MAY BE REQUIRED IN THE FIELD. NOTIFY OWNER AND LANDSCAPE ARCHITECT PRIOR TO MAKING ADJUSTMENTS. CONTRACTOR SHALL CONTACT GOPHER STATE ONE (811) FOR LOCATION OF UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE IF DAMAGED DURING CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER. CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS NEEDED RELATING TO THE NATURE AND SCOPE OF WORK. REPAIR/REPLACE PAVEMENT, CURBING OR TURF DAMAGED BY CONSTRUCTION OPERATIONS IS INCIDENTAL. ALL CURB AND GUTTER

TREE SCHEDULE								
Hennepin County	City of Richfield	Scientific Name	Common Name	Genus	Family	Mature Height	Mature Width	Fall Color
Qty								
5		Quercus macrocarpa	Bur Oak	Quercus	Fagaceae	70-80	70-80	Golden-yellow
5		Quercus bicolor	Swamp White Oak	Quercus	Fagaceae	50-60	40-60	Yellow-bronze
6		Sorbus americana	American Mountain Ash	Sorbus	Rosaceae	20-40	20-30	Reddish-purple
6		Ginkgo biloba 'Autumn Gold'	Autumn Gold Maidenhair Tree	Ginkgo	Ginkgoaceae	40-50	25-35	Bright yellow
5		Tilia tomentosa	Silver Linden	Tilia	Malvaceae	50-70	25-40	Pale-Yellow
6		Gleditsia triacanthos 'Skycole'	Skyline Honey Locust	Gleditsia	Fabaceae	40-50	30-40	Golden-yellow
6		Gymnocladus dioicus 'Espresso'	Espresso Coffeetree	Gymnocladus	Fabaceae	50-70	30-50	Yellow-bronze
6		Celtis occidentalis	Common Hackberry	Celtis	Cannabaceae	40-60	40-60	Yellow
6		Nyssa sylvatica	Black Tupelo	Nyssa	Nyssaceae	30-50	20-30	Orange-red
5		Acer rubrum 'Autumn Radiance'	Autumn Radiance Maple	Acer	Sapindaceae	40-50	30-40	Bright red
5		Alnus x spaethii	Spaeth's Alder	Alnus	Betulaceae	40-50	25-30	Yellow-orange
6		Alnus hirsuta 'Harbin'	Prairie Horizon Alder	Alnus	Betulaceae	30-40	20-30	Yellow
6		Betula nigra	River Birch	Betula	Betulaceae	40-70	30-50	Yellow
6		Catalpa speciosa	Northern Catalpa	Catalpa	Bignoniaceae	40-70	20-50	Golden-yellow
5		Ginkgo biloba 'Princeton Sentry'	Princeton Sentry Maidenhair Tree	Ginkgo	Ginkgoaceae	40-50	20-25	Yellow
6		Platanus x acerifolia 'Morton Circle'	Exclamation London Plane Tree	Platanus	Platanaceae	50-60	35-45	Yellow-bronze
5		Acer x freemanii 'Sienna'	Freeman Maple	Acer	Sapindaceae	40-50	30-40	Red-orange
5		Tilia cordata 'Greenspire'	Greenspire Littleleaf Linden	Tilia	Malvaceae	40-50	30-35	Yellow
	6	Ulmus americana 'Jefferson'	Jefferson Elm	Ulmus	Ulmaceae	60-70	50-60	Yellow
	5	Ulmus americana 'Princeton'	Princeton Elm	Ulmus	Ulmaceae	60-70	40-50	Yellow
<b>100</b>	<b>11</b>	<b>TOTALS</b>						

**LANDSCAPING PROJECT LEGEND**

MEDIAN LANDSCAPING (CITY OF RICHFIELD)   
 BOULEVARD TREES (HENNEPIN COUNTY) 



800 WASHINGTON AVE N. #207  
 MINNEAPOLIS, MN 55401  
 www.hkgi.com

**EXHIBIT E**

**LANDSCAPING EXHIBITS**

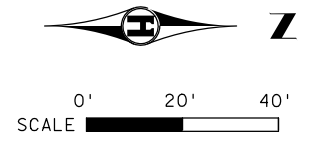
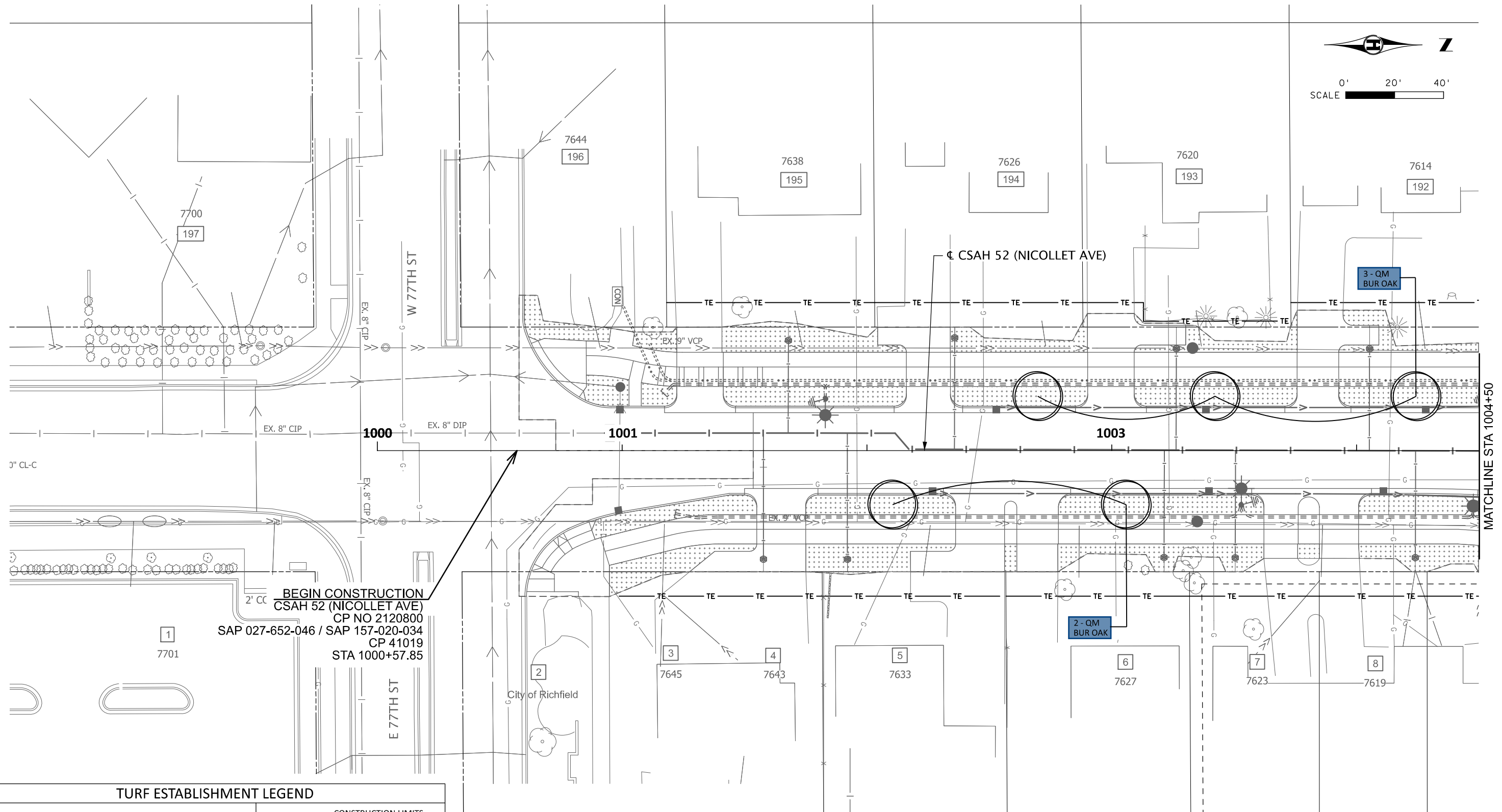
C.S.A.H. 52 (NICOLLET AVE)  
 HENNEPIN COUNTY PROJECT 2120800  
 CP 4 1019

**SHEET**

1 / 15

PLOTTED/REVISED: 15-JAN-2026

PLOT NAME: 0522120800\_350te\_01  
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**BEGIN CONSTRUCTION**  
 CSAH 52 (NICOLLET AVE)  
 CP NO 2120800  
 SAP 027-652-046 / SAP 157-020-034  
 CP 41019  
 STA 1000+57.85

TURF ESTABLISHMENT LEGEND	
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	MULCH MATERIAL TYPE 6 (BY OTHERS)
	CONSTRUCTION LIMITS
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	PERMANENT EASEMENT
	TEMPORARY EASEMENT

LANDSCAPING PROJECT LEGEND	
	MEDIAN LANDSCAPING (CITY OF RICHFIELD)
	BOULEVARD TREES (HENNEPIN COUNTY)

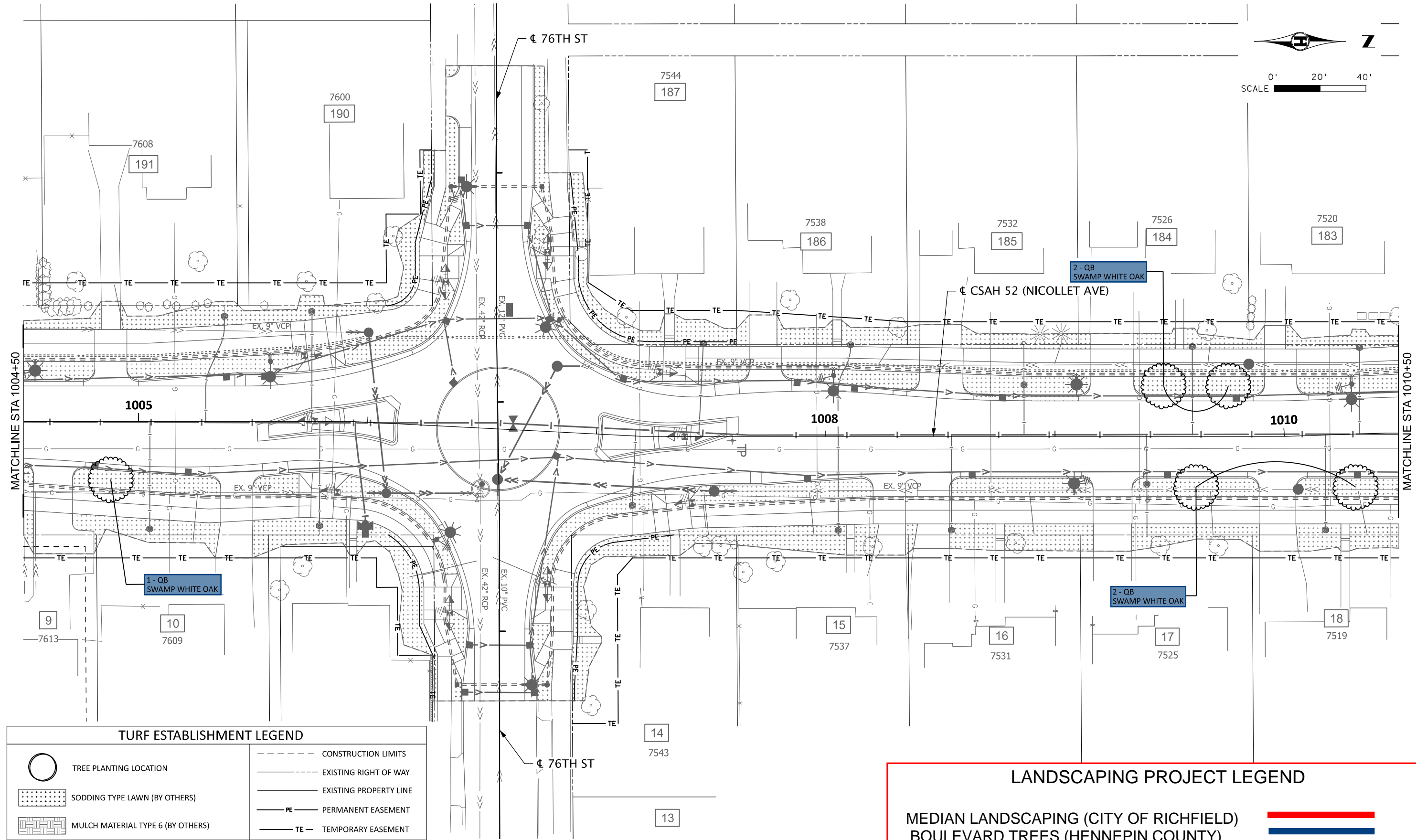
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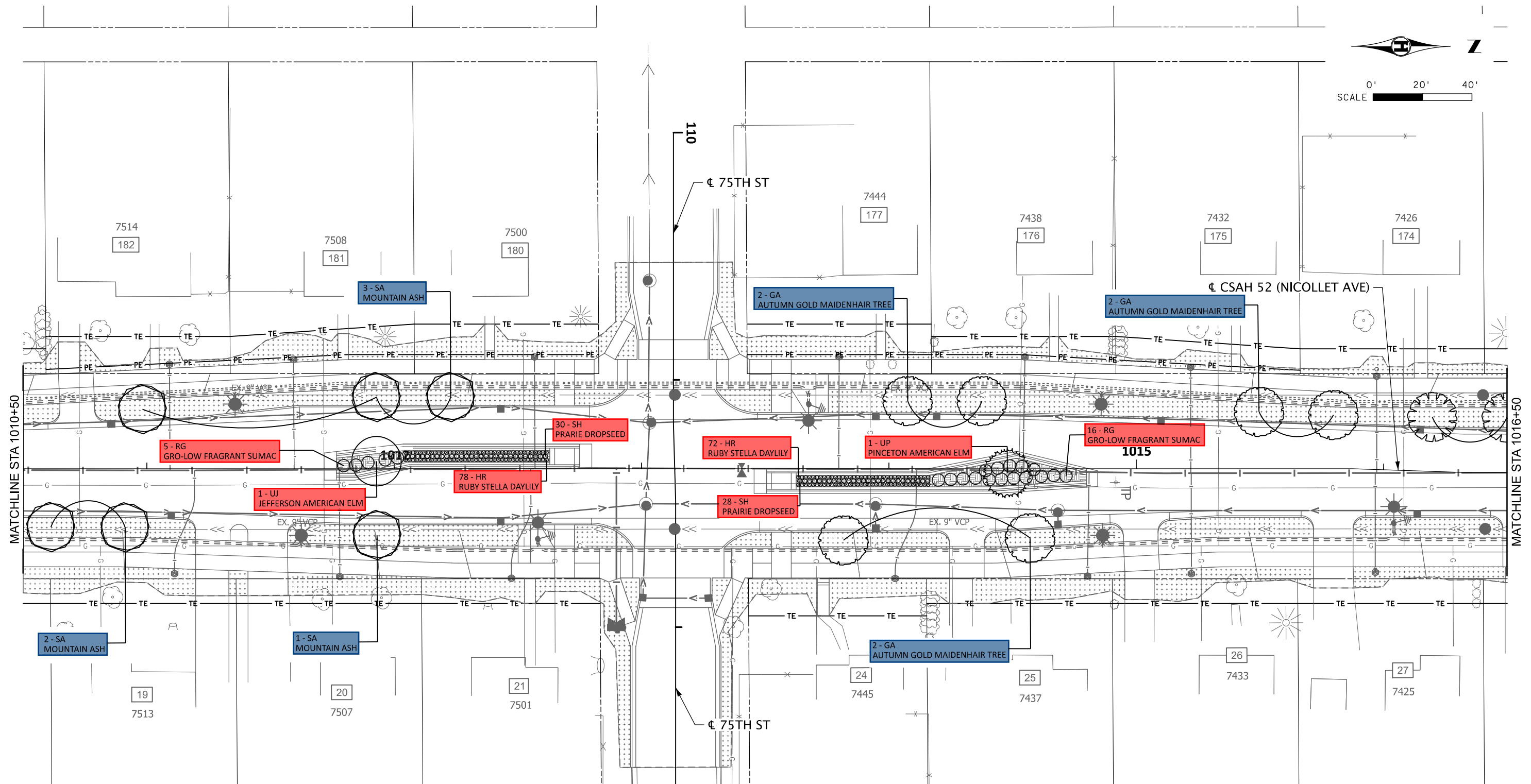
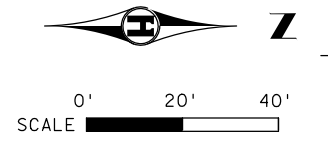
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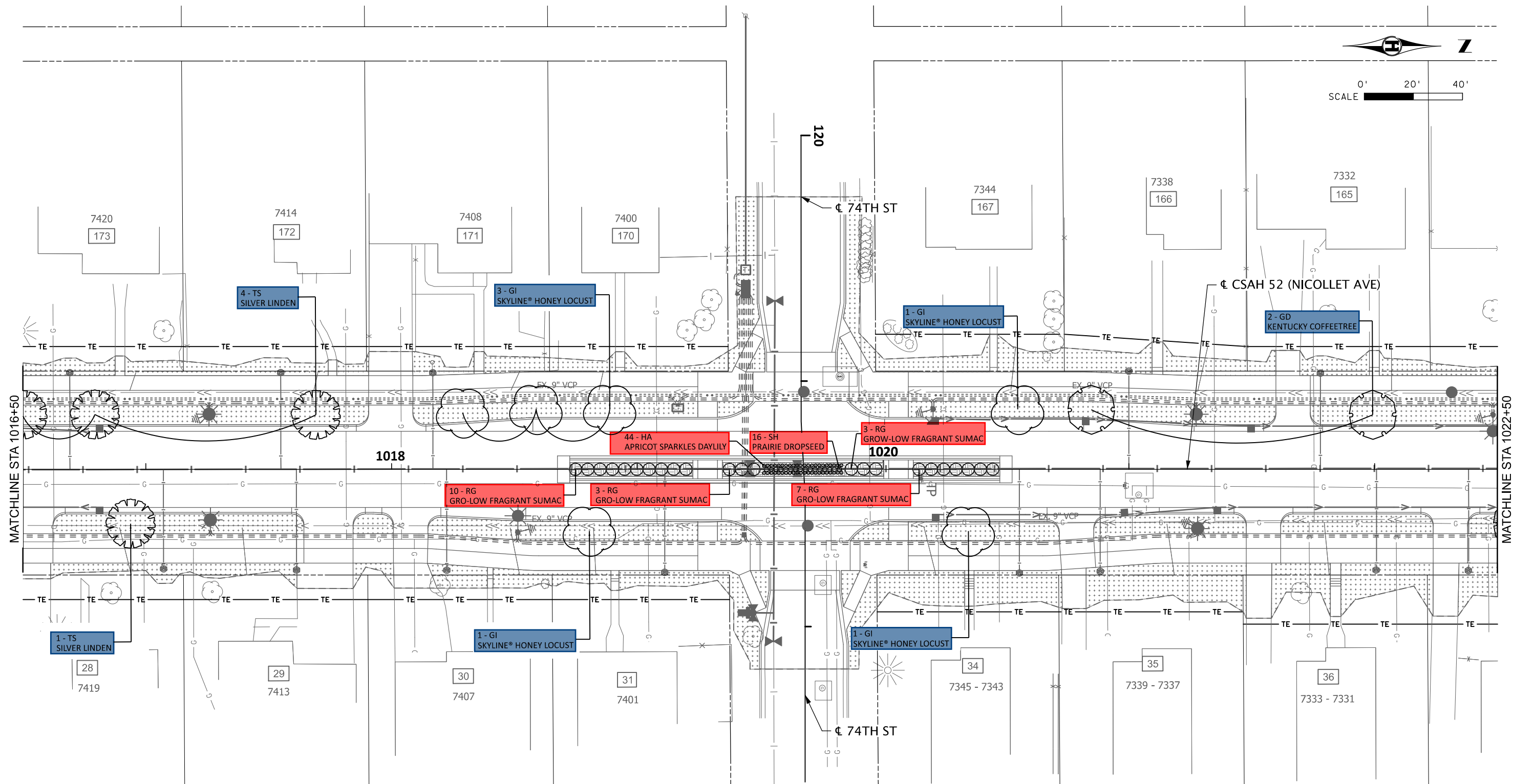
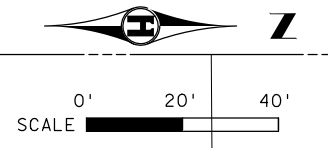
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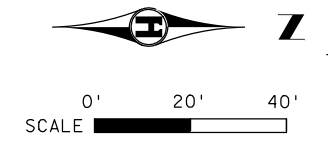
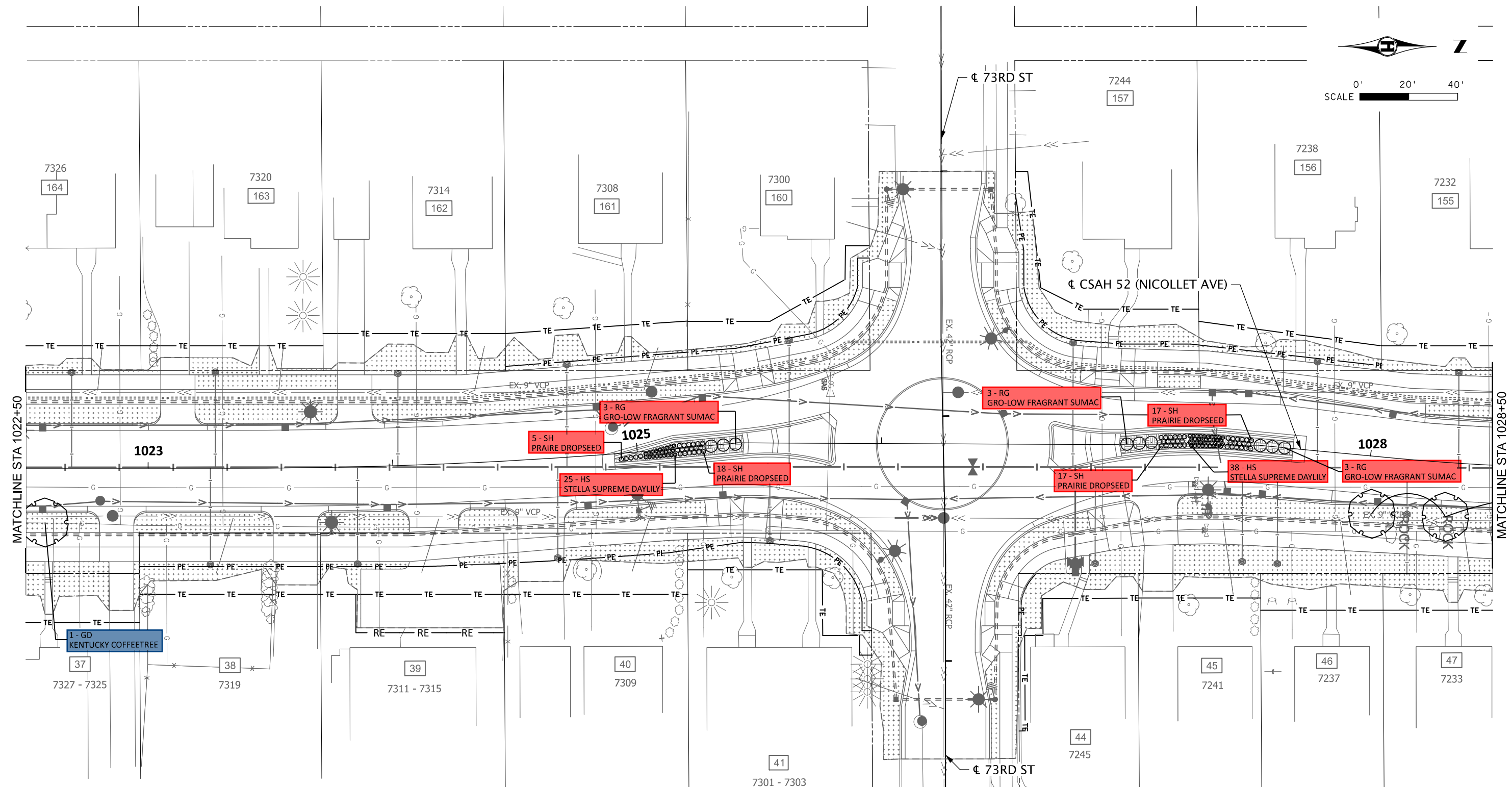
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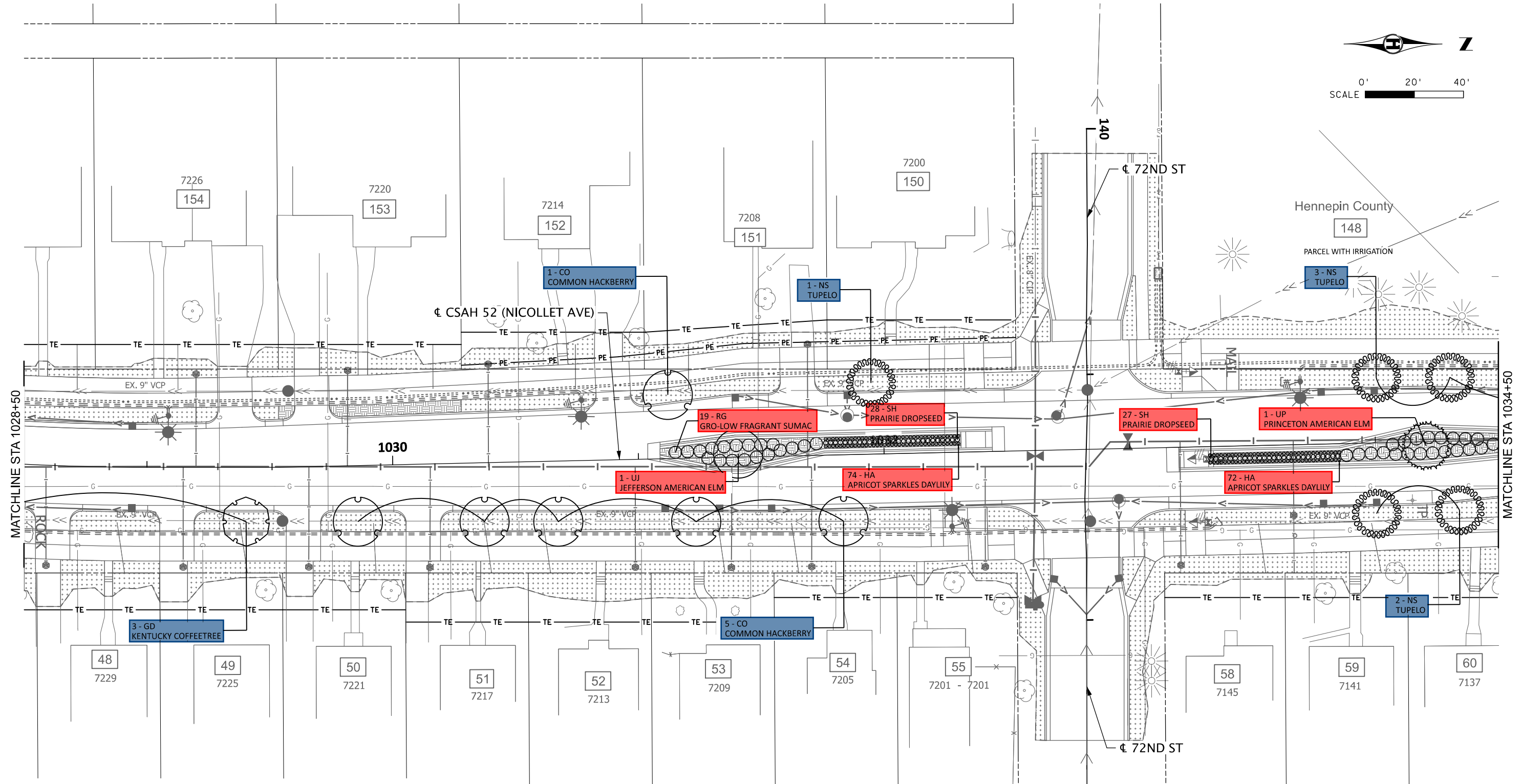
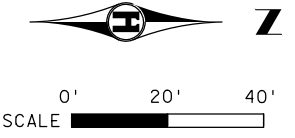
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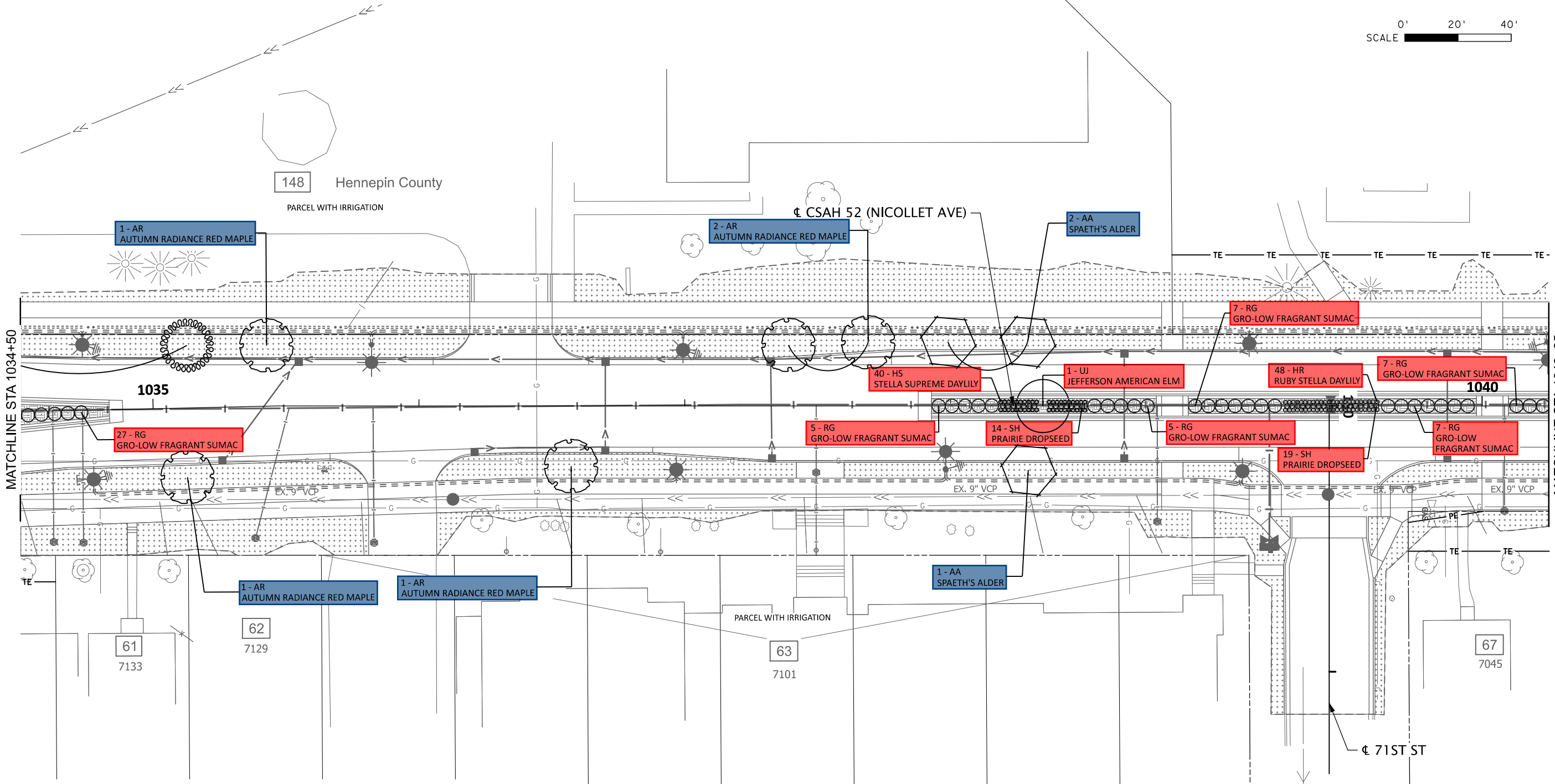
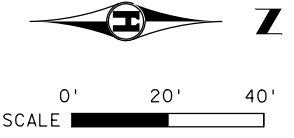
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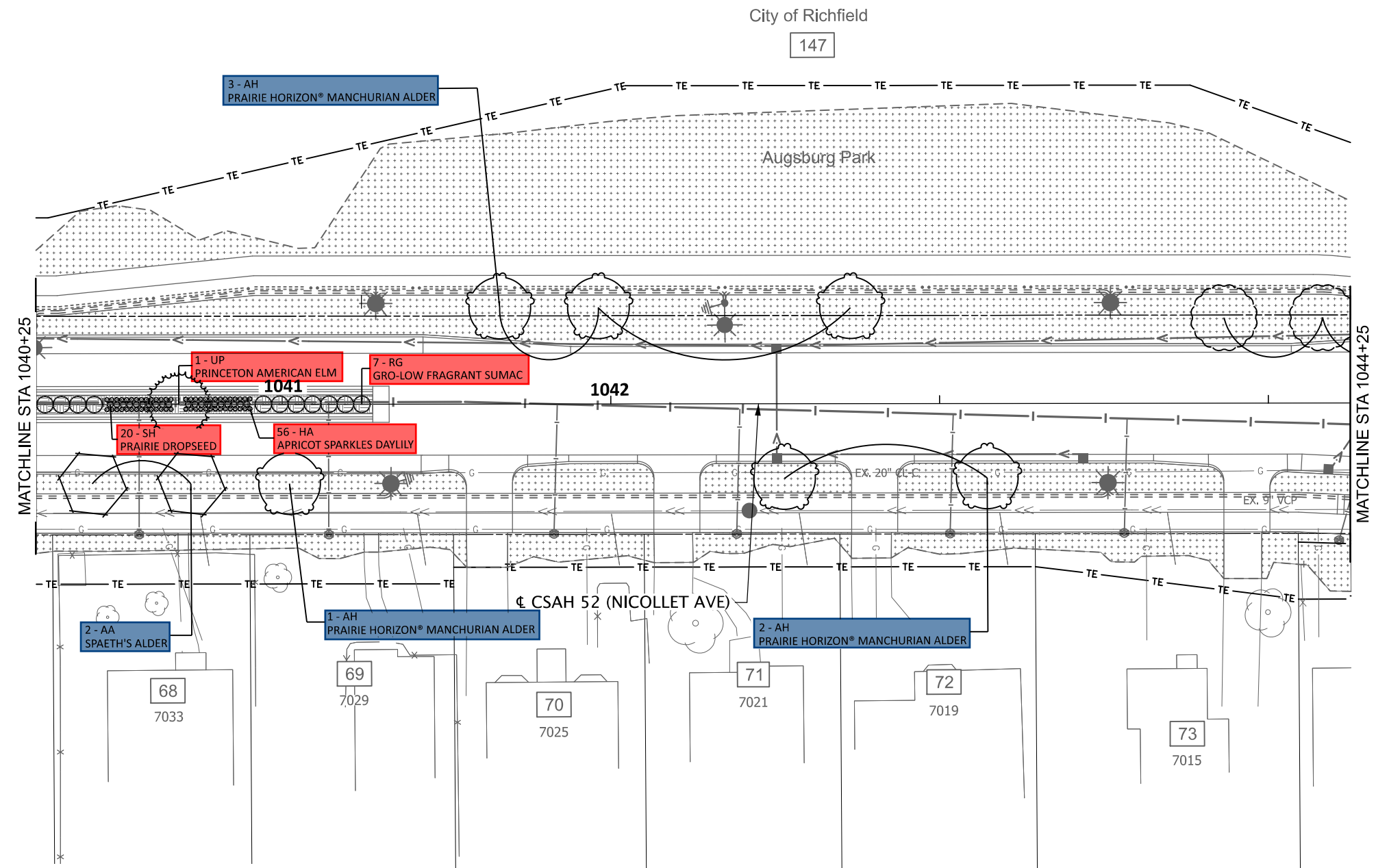
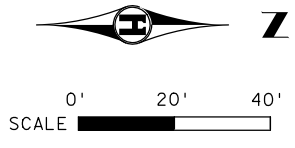
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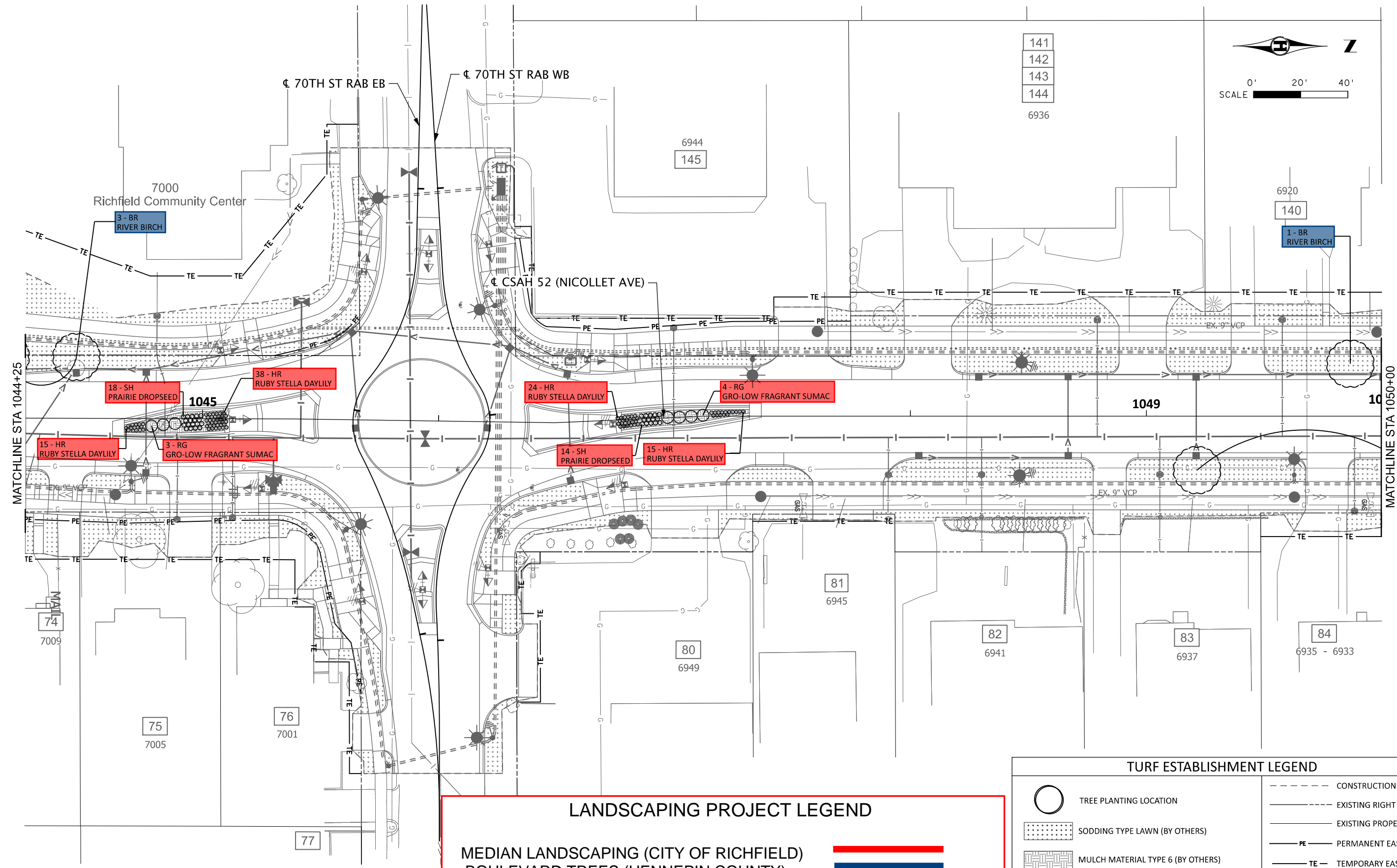
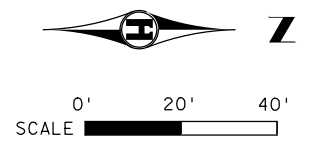
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**LANDSCAPING PROJECT LEGEND**

MEDIAN LANDSCAPING (CITY OF RICHFIELD)

BOULEVARD TREES (HENNEPIN COUNTY)

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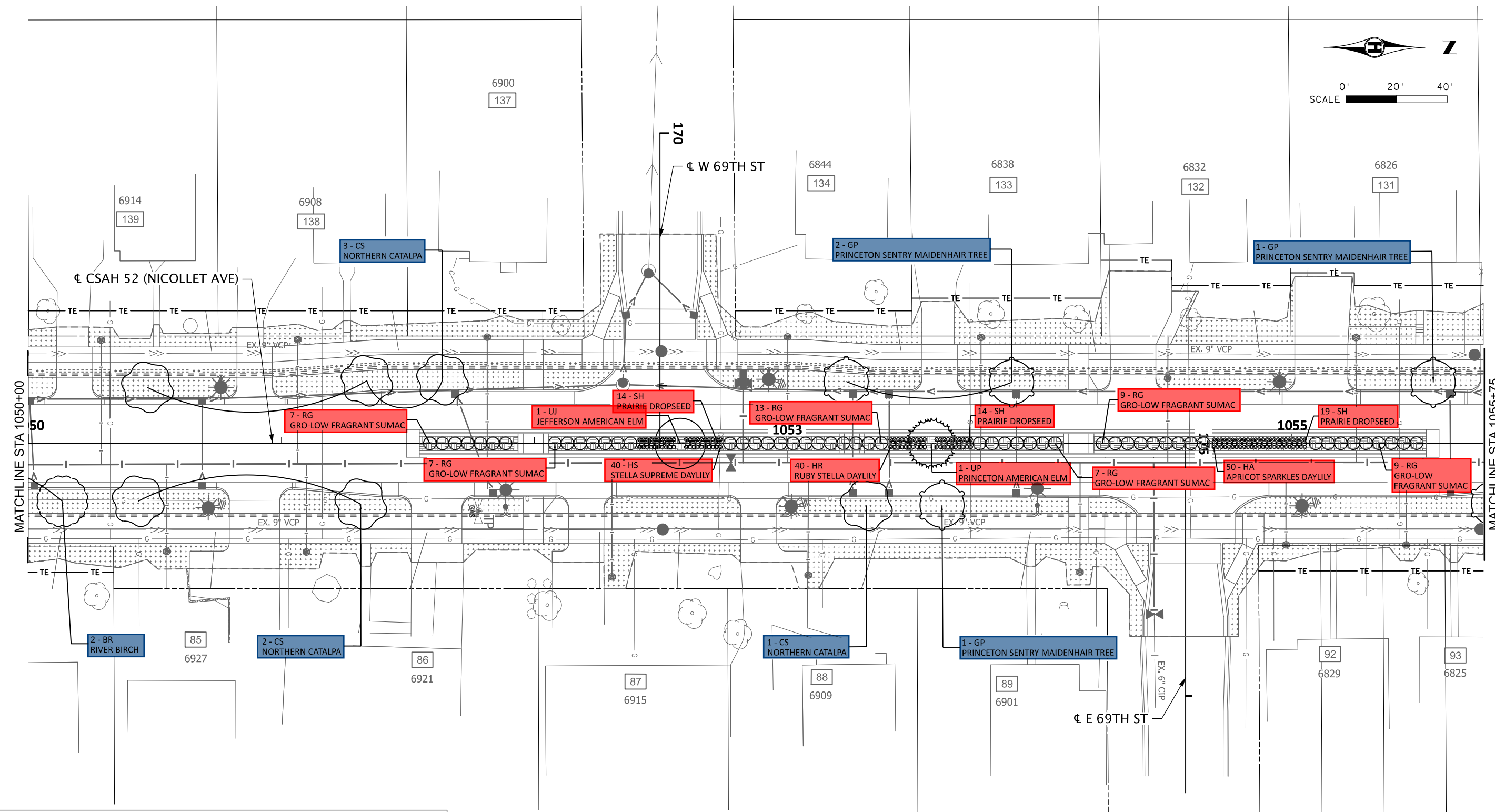
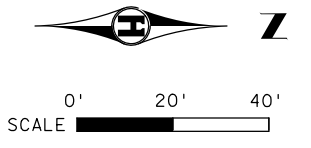
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<b>LANDSCAPING EXHIBITS</b> C.S.A.H. 52 (NICOLLET AVE) HENNEPIN COUNTY PROJECT 2120800 CP 4 1019	<b>SHEET</b>
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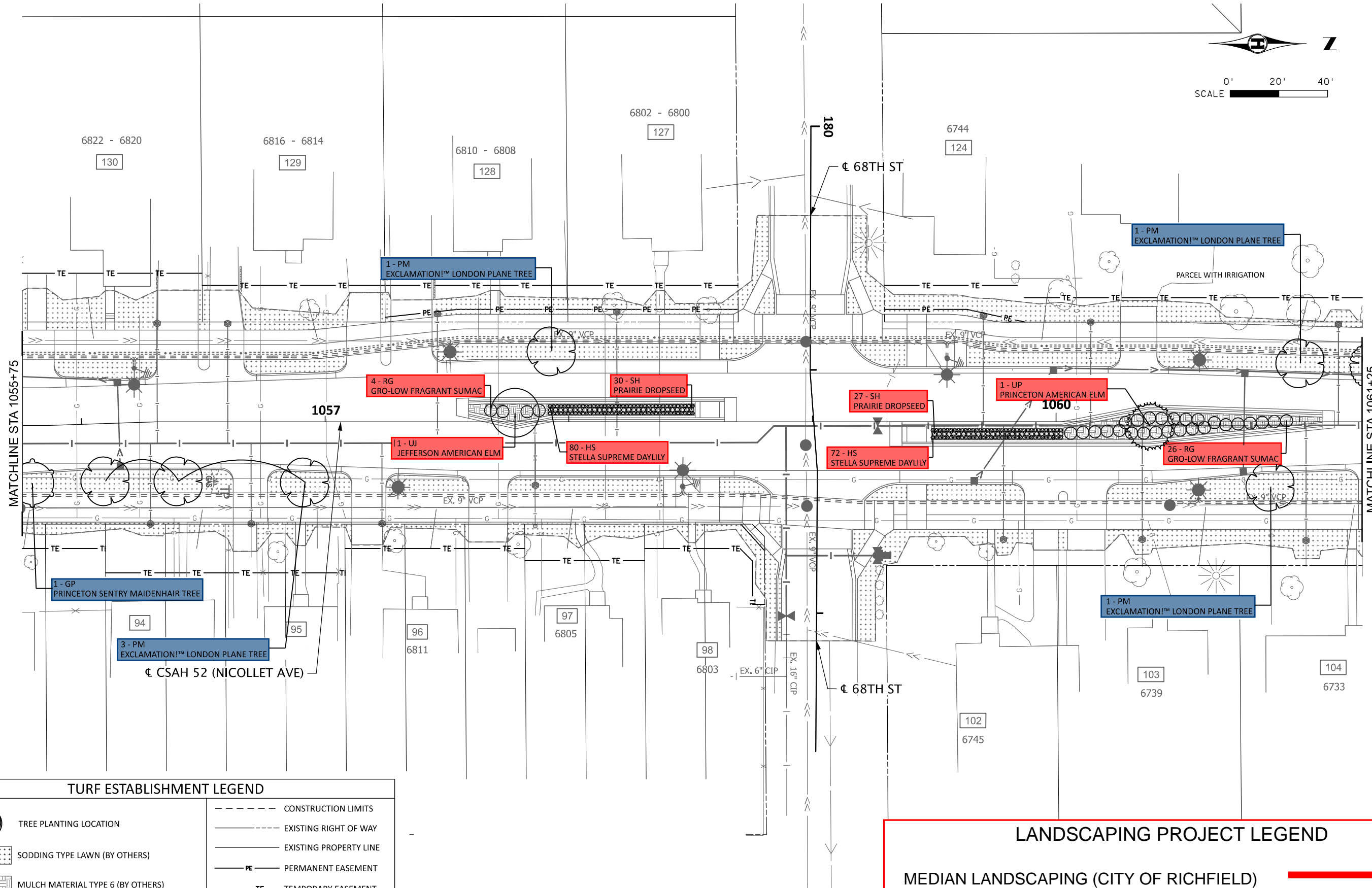
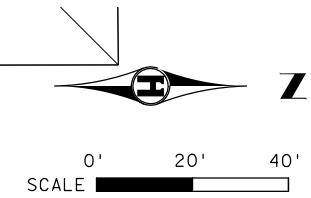
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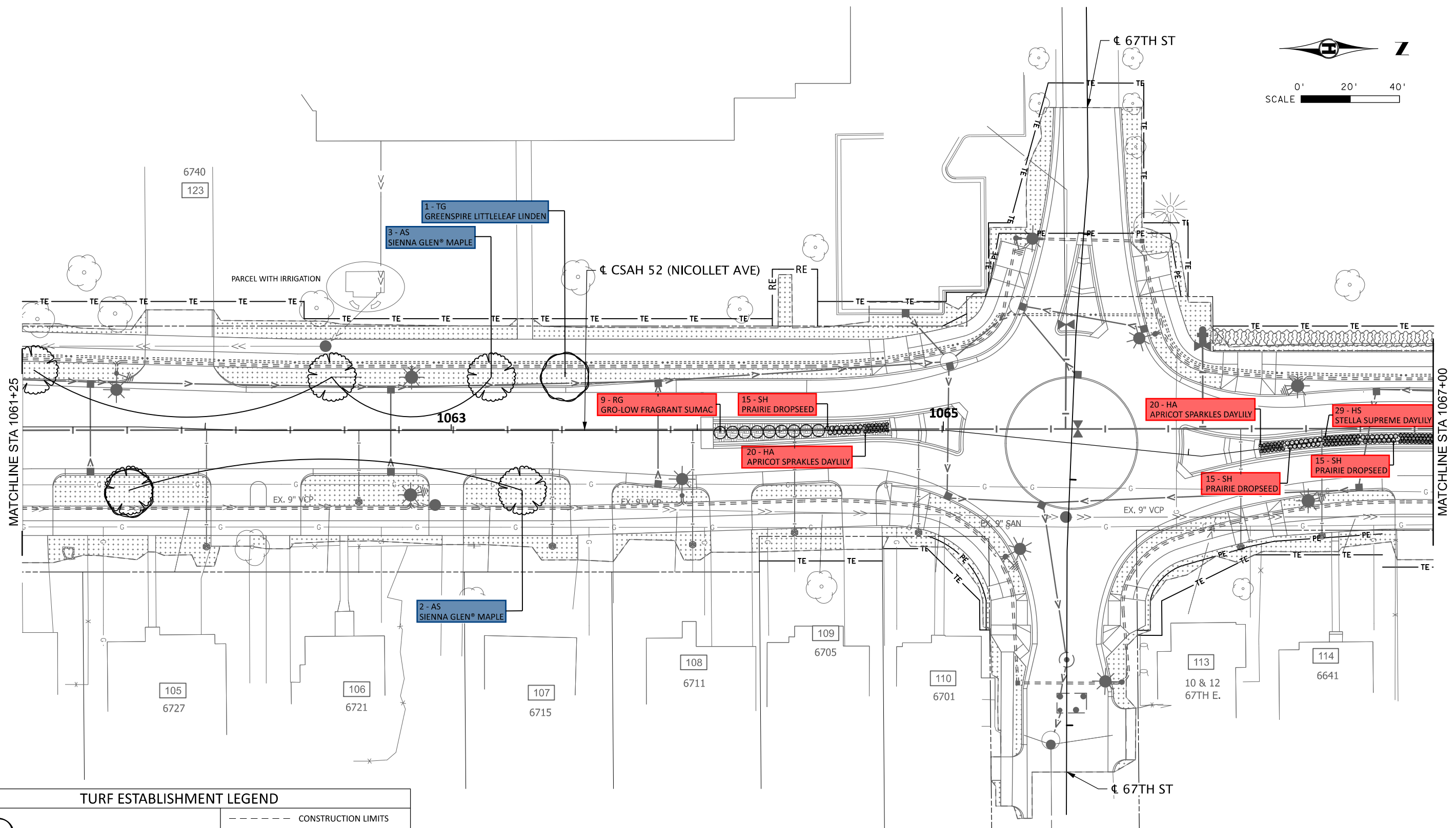
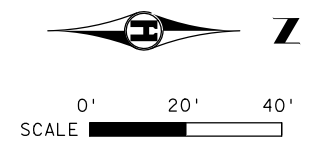
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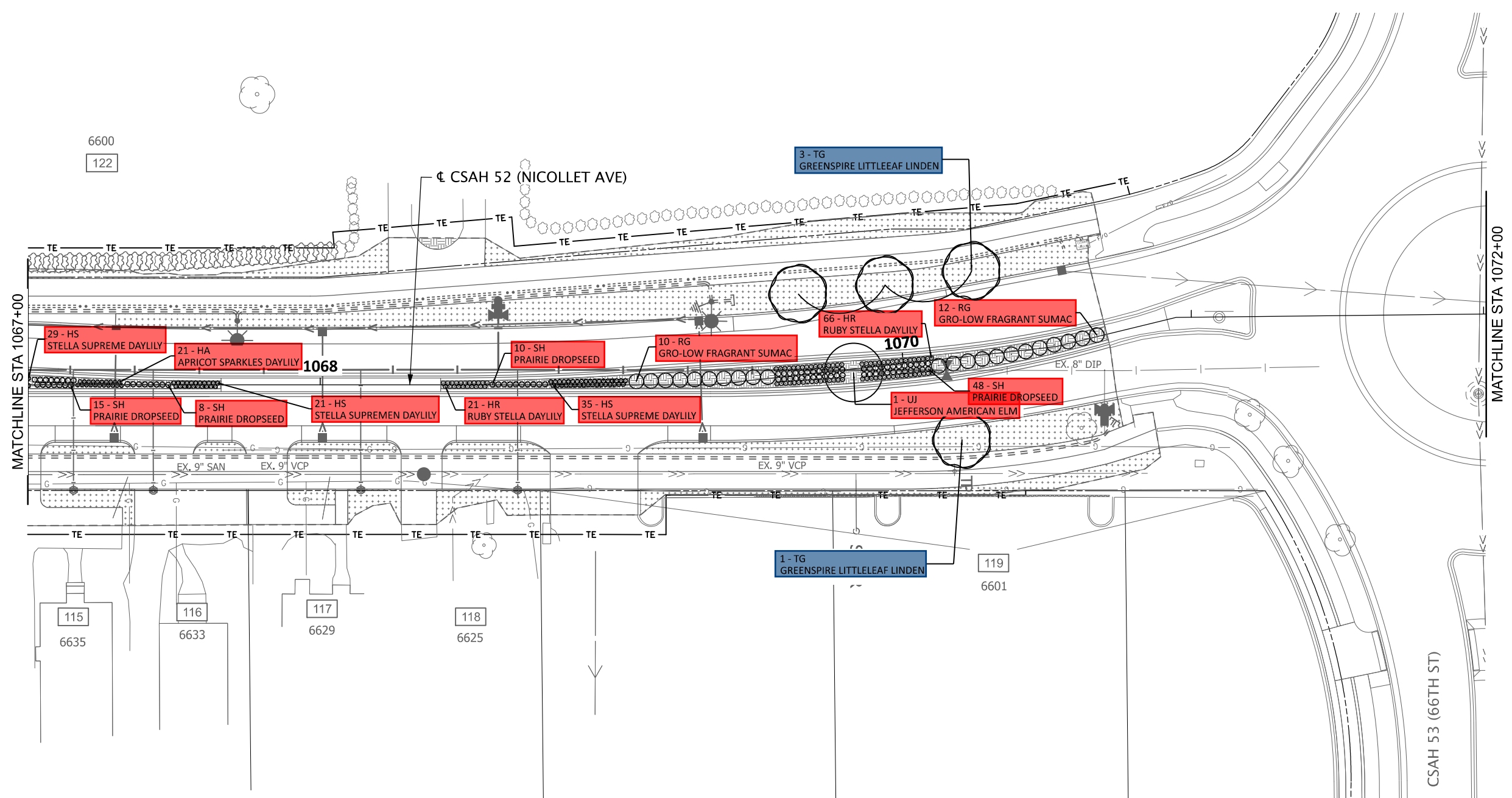
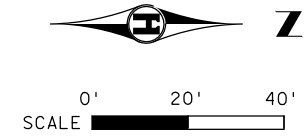
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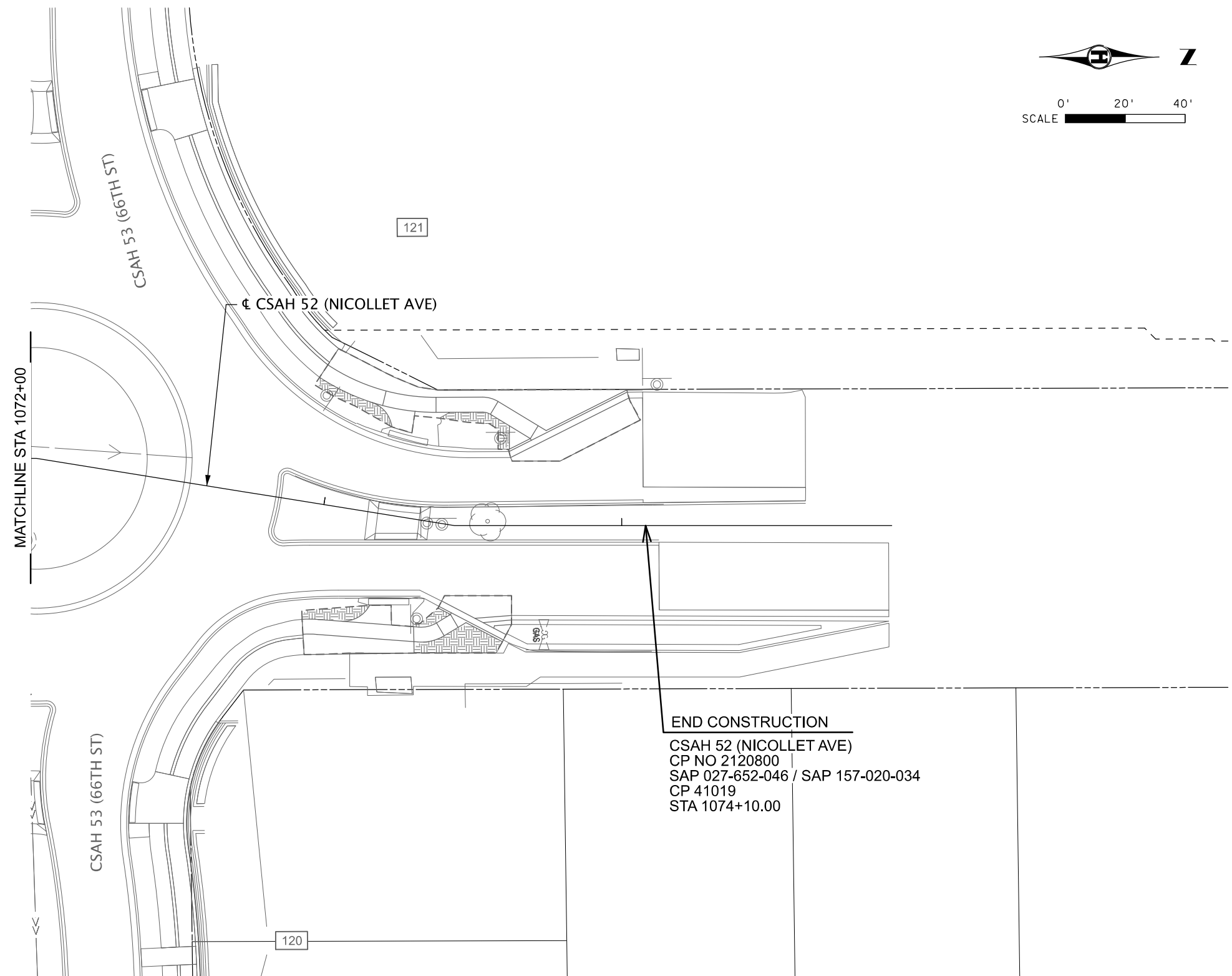
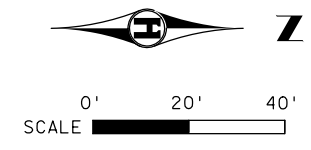
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**Report Prepared By:**

Jennifer Anderson, Support Services Manager

**Department Director:**

Jay Henthorne, Police Chief

**Item for Consideration:**

**Consider the approval of a resolution authorizing the lawful gambling premises permit by Richfield Lions Club, to conduct lawful gambling at Sandy's Tavern, 6612 Penn Avenue South.**

**EXECUTIVE SUMMARY**

On January 14, 2026, the City received an application for a premises permit to be submitted to the Minnesota State Gambling Control Board by the Richfield Lions Club, to conduct lawful gambling at Sandy's Tavern, 6612 Penn Avenue South.

Richfield Lions Club is a non-profit organization that provides funding to support community programs, empowering their service and addressing the needs of their communities both locally and globally.

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

**RECOMMENDED ACTION**

**By Motion: Adopt the resolution approving the lawful gambling premises permit application by the Richfield Lions Club, to conduct lawful gambling at Sandy's Tavern, 6612 Penn Avenue South.**

**HISTORICAL CONTEXT**

On January 14, 2026, the City received an application for a premises permit to be submitted to the Minnesota State Gambling Control Board by the Richfield Lions Club, to conduct lawful gambling at Sandy's Tavern, 6612 Penn Avenue South.

A Public Safety background investigation was completed. 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 license.

**EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS**

There are no such considerations.

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

Richfield City Code 1100.13 requires the Public Safety Department to review the request for the gambling license and make its review and recommendation to the City

Council.

**CRITICAL TIMING ISSUES**

The Minnesota Gambling Control Board approves permit applications at the beginning of each month. If the Council adopts the resolution at the meeting on February 10, 2026, Richfield Lions Club could potentially begin operation and management of the gambling activity at Sandy's Tavern in March of 2026.

**FINANCIAL IMPACT**

There is no financial impact.

**LEGAL CONSIDERATIONS**

There are no legal considerations.

**ALTERNATIVE RECOMMENDATION(S)**

The City Council could deny the request for the premises permit for the Richfield Lions Club. This would mean the applicant would not be able to conduct gambling activities at Sandy's Tavern.

**ATTACHMENTS**

1. Resolution Sandy's Tavern Bar Gambling

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION APPROVING THE LAWFUL GAMBLING PREMISES PERMIT APPLICATION FOR RICHFIELD LIONS CLUB TO CONDUCT LAWFUL GAMBLING AT SANDY'S TAVERN AT 6612 PENN AVENUE SOUTH**

**WHEREAS**, the Richfield Lions Club is submitting an application to the Minnesota Gambling Control Board for approval of a Premises Permit application to conduct lawful charitable gambling at Sandy's Tavern 6612 Penn Avenue South, Richfield, MN; and

**WHEREAS**, the gambling premises is located within the City limits of Richfield, Minnesota; and

**WHEREAS**, the Richfield Lions Club is a lawful gambling organization within the City; and

**WHEREAS**, the Richfield Lions Club will be responsible for operating and managing the lawful gambling activity at the Sandy's Tavern site and will comply with all applicable requirements of city code and state statutes.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Richfield, Minnesota that the City Council does hereby approve the issuance of a Premises Permit to the Richfield Lions Club to conduct lawful charitable gambling activities at Sandy's Tavern, 6612 Penn Avenue South, Richfield, Minnesota.

Adopted by the City Council of the City of Richfield, Minnesota this 10th day of February, 2026.

\_\_\_\_\_  
Mary Supple Mayor

ATTEST:

\_\_\_\_\_  
Michelle Friedrich, City Clerk