

**HOPKINS CITY COUNCIL**

**AGENDA**

**Tuesday, April 20, 2021**

**5:30 pm**

**THIS AGENDA IS SUBJECT TO CHANGE  
UNTIL THE START OF THE CITY COUNCIL MEETING**

**I. CALL TO ORDER**

**II. ADOPT AGENDA**

**III. PRESENTATIONS**

**IV. CONSENT AGENDA**

1. Minutes of the April 6, 2021 City Council Regular Meeting Proceedings
2. Minutes of the April 13, 2021 City Council Work Session Proceedings
3. Second Reading of Ordinance 2021-1166; Domeier
4. Accept Bids and Award of Contract – 2021 Street Surface Improvements, City Project 2021-004; Klingbeil
5. 425 Madison Avenue North - Second reading of Ordinance 2021-1167, Planned Unit Development Agreement and Final Plat; Lindahl

**V. PUBLIC HEARING**

**VI. OLD BUSINESS**

**VII. NEW BUSINESS**

1. Resolution Approving a Brew Pub Off-Sale License and a Brew Pub On-Sale Intoxicating Liquor License with Sunday Sales for Bear Cave Brewing, LLC; Domeier
2. First Reading: Ordinance Amending Chapter 8 Article VI of the Hopkins City Code; Kearney

**VIII. PUBLIC COMMENT**

**IX. ANNOUNCEMENTS**

- Free Yard Waste Pick Up ends Thurs., April 29. Yard waste must be bagged at normal refuse collection site.
- Bulk Item Drop Off at Public Works: Fri., April 23 from 3 p.m. to 7 p.m. and Sat., April 24 from 9 a.m. to 4 p.m.
- Next Regular City Council Meeting: Tuesday, May 4 at 7:00 p.m.
- Next City Council Work Session: Tuesday, May 11 at 6:30 p.m.

**X. ADJOURN**

**DUE TO THE COVID-19 HEALTH PANDEMIC, THE CITY COUNCIL'S REGULAR MEETING PLACE IS NOT AVAILABLE TO THE PUBLIC WITHOUT RESERVATIONS IN ADVANCE. MEMBERS OF THE PUBLIC WHO DESIRE TO MONITOR THE MEETING REMOTELY, GIIVE INPUT OR TESTIMONY DURING THE MEETING CAN FIND INSTRUCTIONS AT [www.hopkinsmn.com/virtualmeetings](http://www.hopkinsmn.com/virtualmeetings) OR BY CALLING CITY HALL AT 952-548-6302 (DURING NORMAL BUSINESS HOURS 8 AM TO 4:30 PM.)**

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
APRIL 6, 2021**

**CALL TO ORDER**

Pursuant to due call and notice thereof a regular meeting of the Hopkins City Council was held on Tuesday, April 6, 2021 at 7:03 p.m. in the Council Chambers at City Hall, 1010 1<sup>st</sup> Street South.

Mayor Gadd called the meeting to order with Council Members Beck, Brausen, Halverson and Hunke attending. Others attending included City Manager Mornson, Assistant City Manager Lenz, Director of Public Works Stadler, Finance Director Bishop, Director of Planning and Development Elverum, Planner Lindahl, City Clerk Domeier, Community Development Coordinator Youngquist, and City Attorney Riggs.

Mayor Gadd provided information on the meeting format and other opening remarks.

**ADOPT AGENDA**

**Motion** by Brausen. **Second** by Hunke.

**Motion** to Adopt the Agenda.

**Ayes: Beck, Brausen, Halverson, Hunke, Gadd.**

**Nays: None. Motion carried.**

**CONSENT AGENDA**

Mayor Gadd asked Planning Director Elverum to provide information about the Farmer's Market and Director of Public Works Stadler to highlight the curbside recycling service changes.

**Motion** by Beck. **Second** by Brausen.

**Motion** to Approve the Consent Agenda.

1. Minutes of the March 16, 2021 City Council Regular Meeting Proceedings
2. Ratify Checks Issued in March 2021; Bishop
3. Overpass Skate Park Operational Agreement With Action Sports of Minnesota, Inc. dba The Third Lair; Olson
4. Use Agreement – The Farmer's Market; Elverum
5. Approval of Tobacco License Application for Oak Ridge Country Club Inc. dba Oak Ridge Country Club located at 700 Oak Ridge Road; Domeier
6. Approve Special Assessment of Diseased Tree Removal on Private Property; Bishop
7. Approve Amendment Residential Curbside Recycling Service Contract; Stadler

**Ayes: Beck, Brausen, Halverson, Hunke, Gadd**

**Nays: None. Motion carried.**

**NEW BUSINESS**

**VII.1. Hopkins Apartments (formerly Cinema Flats) Concept Plan Review; Lindahl** City Planner Lindahl provided a summary of Council Report 2021-042. The applicant, Momentum Design Group, LLC on behalf of the Beard Group, LLC, requested concept plan review for the Hopkins Apartments development (formally Hopkins Cinema Flats).

Council Member Beck questioned the number of variances required per the Council Report. Mr. Lindahl responded that information is part of the applicant's narrative and do not meet the current zoning standards. Mr. Beck requested a couple scenarios where a variance on building height would be a practical difficulty. Mr. Lindahl explained the variance standards set by state law. City Attorney Riggs provided more information on the practical difficulty definition and provided the reasoning to move forward with a PUD instead of a variance. Council Member Halverson questioned the drawbacks to moving forward with a PUD. Mr. Lindahl responded that staff does not see a downside to using a PUD because it provides options. Council Member Hunke commented on the density standards between the zoning code and comprehensive plan.

Bill Beard, President of Beard Group Inc. provided history on the location and tenants along with future plans for the proposed site. He also provided the reasoning for a variance request as outlined in the packet and the proposed name of Harley. Jeff Wrede from Momentum Design Group provided information on the exterior materials and renderings. Mr. Beard commented on the exterior elevations and touched on the improvements to the Thirty Bales outdoor seating.

Mayor Gadd questioned if there were any options for saving or repurposing the theatre. Mr. Beard has not any theatre group express interest in the location. Council Member Beck expressed his concern about the variance issues and preferred moving forward with a PUD. He would like to see the option for a restaurant to locate within the space. Council Member Halverson questioned if the building could be a 55+ building. Mr. Beard replied no and described it will be renters by choice.

Mayor Gadd commented on the footprint of the buildings and suggested reducing the density to three levels for the neighbors to the south. Council Member Hunke preferred to see more two and three bedroom units for density purposes. Mr. Beard stated that three bedroom apartments are difficult to lease. Council Member Brausen questioned the space on Mainstreet and 12<sup>th</sup> Avenue to include a conference space. Mr. Beard explained the space would cater to the tenants that work from home. Mr. Brausen was sensitive to the Citigables concerns and that the conversations will be very important. He requested more discussion on the concept. Mr. Beard recognized the need to continue communications with Citigables residents. Council Member Hunke supported the inclusion of a walkway through the project. Mr. Beard commented that the Citigables residents did not support the walkway option.

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
APRIL 6, 2021**

Council Member Hunke preferred to move forward with a PUD option. While he liked the Mainstreet elevation he had concerns over the generic building materials on the side of the building. He suggested removing white composite siding and replacing it with brick but did not have concerns about the building height. He also encouraged Mr. Beard to reach out to local realtors and HBCA members about potential uses for the commercial space to ensure it is designed for use. Per Mr. Hunke's request, Mr. Beard shared more information about the condo market.

Mr. Beard preferred to let the legal teams determine the best route between a variance and a PUD. Brief discussion was held about a subdivision option. Council Member Hunke liked the garage feature and suggested having the balconies recessed on the 12<sup>th</sup> Avenue elevation similar to Marketplace and Main.

Mr. Lindahl followed-up on Council Member Brausen's request for more discussion. Mr. Brausen stated it would depend on the attorney's discussion and changes to the plan. He suggested meeting again to ensure that residents are heard at a work session level before a decision is made at a regular meeting.

**VII.2. 425 Madison Avenue Rezoning and Subdivision; Lindahl**

City Planner Lindahl provided a summary of Council Report 2021-041. The applicant, Xijing Zhang, requests rezoning and subdivision (preliminary and final plat) approvals for the Yang Addition.

Elaine Yang was available to answer any questions. Mayor Gadd questioned the change from three lots to only two lots as part of the subdivision. Ms. Yang stated it was because they intend to stay on their current property and concerns over builders, construction noise and access.

**Motion** by Beck. **Second** by Hunke.

**Motion** to adopt Resolution 2021-017 approving the first reading of Ordinance 2021-1167 rezoning the subject property (PID 19-117-21-22-0034) from R-1-C, Single Family Medium Density to R-1-C, Single Family Medium Density with a Planned Unit Development (PUD), subject to conditions.

**Ayes: Beck, Brausen, Halverson, Hunke, Gadd.**

**Nays: None. Motion carried.**

**Motion** by Halverson. **Second** by Brausen.

**Motion** to adopt Resolution 2021-018 approving the preliminary plat for the Yang Addition, subject to the conditions.

**Ayes: Beck, Brausen, Halverson, Hunke, Gadd.**

**Nays: None. Motion carried.**

**VII.3. Providing Preliminary Approval for the Issuance of Housing Revenue Bonds for the Benefit of Trellis Co.; Bishop**

Finance Director Bishop provided a summary of Council Report 2021-035. The proposed resolution provides preliminary approval to issue an additional \$1.5 million of housing revenue bonds. Approval of Resolution 2021-014 will authorize the submittal of an application to Minnesota Management and Budget for up to \$1.5 million of bonding allocation. Gina Fiorini with Kennedy & Graven clarified the definition of conduit revenue bonds.

**Motion** by Brausen. **Second** by Halverson.

**Motion** to Adopt Resolution 2021-014: Providing Preliminary Approval for the Issuance of Housing Revenue Bonds.

**Ayes: Beck, Brausen, Halverson, Hunke, Gadd.**

**Nays: None. Motion carried.**

**VII.4. First Reading: Ordinance Amending Chapter 4 of the Hopkins City Code Regarding Self-Serve Draught Malt Liquor Dispensers, On-Sale Brewpub and Off-Sale Brewpub Liquor License Fees, and On-Sale Liquor License Renewal Fees for 2021-2022 Licenses**

City Clerk Domeier provided a summary of Council Report 2021-034. The proposed ordinance will add regulations for self-serve draught malt liquor dispensers, set fees for on-sale and off-sale brew pub licenses, which are not presently contained in the City's fee schedule, and reduce the fees for all on-sale liquor licenses by fifty percent for the license year July 1, 2021 to June 30, 2022.

**Motion** by Beck. **Second** by Hunke.

**Motion** to adopt for First Reading Ordinance 2021-1166, An Ordinance Amending Chapter 4 of the Hopkins City Code Regarding Self-Serve Draught Malt Liquor Dispensers, On-Sale Brewpub and Off-Sale Brewpub Liquor License Fees, and On-Sale Liquor License Renewal Fees for 2021-2022 Licenses.

**Ayes: Beck, Brausen, Halverson, Hunke, Gadd.**

**Nays: None. Motion carried.**

**ANNOUNCEMENTS**

City Manager Mornson provided possible upcoming agenda items. Mayor Gadd provided the upcoming meeting schedule.

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
APRIL 6, 2021**

**ADJOURNMENT**

There being no further information to come before the City Council and upon a motion by Hunke, second by Brausen, the meeting was unanimously adjourned at 9:46 p.m.

Respectfully Submitted,  
Amy Domeier, City Clerk

ATTEST:

---

Jason Gadd, Mayor

---

Amy Domeier, City Clerk

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
APRIL 6, 2021**

**CALL TO ORDER**

Pursuant to due call and notice thereof a regular meeting of the Hopkins City Council was held on Tuesday, April 13, 2021 at 6:30 p.m. in the Council Chambers at City Hall, 1010 1<sup>st</sup> Street South.

Mayor Gadd called the meeting to order with Council Members Beck, Brausen, Halverson and Hunke attending. Others attending included City Manager Mornson, Assistant City Manager Lenz, City Planner Lindahl, City Clerk Domeier and City Engineer Stanley.

Mayor Gadd provided information on the meeting format and other opening remarks.

**REVIEW OF CODE REQUIREMENTS FOR MASSAGE THERAPY  
ESTABLISHMENTS; DOMEIER/LINDAHL**

City Clerk Domeier provided a summary of the staff memorandum and requested feedback on the proposed ordinance amending Chapter 10. City Planner Lindahl further explained the zoning requirements noting this change is being considered during the middle of the zoning code update.

Council Member Brausen favored moving forward because a current resident is looking to open a business. He was concerned about the restrictions on Mainstreet but supported the proposed signage requirements.

Council Member Hunke requested history on the changes that occurred in 2013. City Planner Lindahl explained that the changes were adopted due to illegal activity.

Council Member Beck supported opening it to the B-2 and B-3 districts and reducing the license limit to three. Council Member Hunke concurred with Mr. Beck and suggested adding a limitation on hours of operation.

Mayor Gadd supported business growth and recalled being on the Council during 2013. He supported including Mainstreet, B-2, regulating hours of operation and signage.

City Clerk Domeier questioned changes to fees. The City Council supported having fees in place to cover the costs to administer the licenses and conduct background checks.

Staff will revise the ordinance based upon Council's suggested changes to zoning, hours, limit on establishment licenses, signage and fees. A public hearing is required for the zoning change at the Planning Commission level before it returns to the City Council for consideration.

**2022 PROJECTS AND RECONSTRUCTION PROGRAM UPDATE; STANLEY**

City Engineer Stanley provided a summary of projects scheduled for 2022 construction in the CIP and the streets left to reconstruct under the pavement management program.

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
APRIL 6, 2021**

Council Member Brausen questioned the timeline for the 2022 Street and Utility Project. The traffic on 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> has changed since the installation of the Artery. He was sensitive to the traffic on 6<sup>th</sup> and encouraged coordination with neighborhood residents. He supported moving forward with a feasibility report. Council Member Hunke questioned the sidewalk and streetlight replacement. Mr. Stanley provided information on replacement and upgrades. Further discussion was held about potential speed along 6<sup>th</sup> Avenue. Mr. Stanley will bring an item to order the study to an upcoming City Council meeting.

Discussion was held on the trunk water main rehab. Mr. Stanley explained how temporary lines are trenched in and used during the process. Based upon the assessment of the project a timeline can be predicted.

Mr. Stanley also provided information on the status of pavement reconstruction noting the focus will be largely in the Avenues.

Council Member Halverson requested that Mr. Stanley provide an update on the Blake Road and Excelsior Boulevard road closures.

**OTHER**

None.

**ADJOURNMENT**

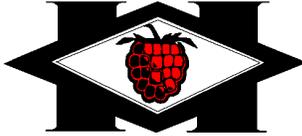
There being no further information to come before the City Council and upon a motion by Beck, second by Brausen, the meeting was unanimously adjourned at 7:38 p.m.

Respectfully Submitted,  
Amy Domeier, City Clerk

ATTEST:

\_\_\_\_\_  
Jason Gadd, Mayor

\_\_\_\_\_  
Amy Domeier, City Clerk



**CITY OF HOPKINS**

## **Memorandum**

To: Honorable Mayor and Council Members  
From: Amy Domeier, City Clerk  
Copy: Mike Mornson, City Manager  
Date: April 20, 2021  
Subject: Second Reading of Ordinance 2021-1166

---

Staff recommends that the Council approve the following motion: Move to adopt for First Reading Ordinance 2021-1166 An Ordinance Amending Chapter 4 of the Hopkins City Code Regarding Self-Serve Draught Malt Liquor Dispensers, On-Sale Brewpub and Off-Sale Brewpub Liquor License Fees, and On-Sale Liquor License Renewal Fees for 2021-2022 Licenses

No changes have been made to the ordinance since the April 6 first reading.

Attachment:  
Ordinance 2021-1166

**CITY OF HOPKINS  
COUNTY OF HENNEPIN**

**ORDINANCE NO. 2021-1166**

**AN ORDINANCE AMENDING CHAPTER 4 OF THE HOPKINS CITY CODE  
REGARDING SELF-SERVE DRAUGHT MALT LIQUOR DISPENSERS, ON-SALE  
BREW PUB AND OFF-SALE BREWPUB LIQUOR LICENSE FEES, AND ON-SALE  
LIQUOR LICENSE RENEWAL FEES FOR 2021-2022 LICENSES**

**THE CITY COUNCIL OF THE CITY OF HOPKINS HEREBY ORDAINS AS  
FOLLOWS:**

**SECTION 1.** Section 4-108 of the Hopkins City Code is hereby created to add the double-underlined language as follows:

**Sec. 4-108. – Self-serve draught malt liquor dispenser.**

An establishment holding an on-sale license that allows for the sale of malt liquor may provide and make a self-serve draught malt liquor dispenser available to a patron for service of malt liquor, provided the following requirements are met:

- (a) Only malt liquor may be dispensed from the self-serve draught malt liquor dispenser; no other liquor may be dispensed.
- (b) Like all other liquor sold pursuant to the establishment's on-sale license, all malt liquor dispensed must be consumed on the licensed premises.
- (c) The self-serve draught malt liquor dispenser shall require access controlled by the licensee as to the method and amount of the malt liquor accessible to the patron. Controlled access may be by any technology or device so long as the malt liquor cannot be drawn or obtained by a patron without being first approved for access to the dispenser by the licensee (or its designated employees) and each approved access restricts the amount of malt liquor that may be dispensed by the patron as required under this section. Each access transaction provided by the licensee to the patron shall be deemed as and constitutes a sale or the service of liquor to the patron as is otherwise regulated in this chapter.
- (d) Each access transaction for a patron to the self-serve draught malt liquor dispenser shall limit the patron access to no more than 32 fluid ounces of malt liquor. No patron shall have or be provided at any one time with access to more than the restricted amount stated herein.
- (e) Prior to approving or reapproving any dispenser transaction, the patron's age shall be verified to ensure the patron is age 21 or older.
- (f) No person under the age of 21 shall be provided access to the self-serve draught malt liquor dispenser.
- (g) No person under the age of 21 shall consume or possess a malt liquor beverage dispensed from the self-serve draught malt liquor dispenser.

- (h) All access transaction authorizations shall terminate or be disabled prior to the patron leaving the licensed premises.
- (i) No patron shall transfer any access transaction device or passcode to another person or remove the access device from the licensed premises.

Any violation of the foregoing requirements is unlawful and shall be deemed a violation of this chapter and any license issued under this chapter.

**SECTION 2.** Appendix A of the Hopkins City Code is hereby amended to add the double-underlined language and delete the ~~stricken~~ language as follows:

<b>Intoxicating alcohol</b>		
Club license		
Membership: under 200	\$300.00	Per year
Between 201 and 500	\$500.00	
Between 501 and 1,000	\$650.00	
Between 1,001 and 2,000	\$800.00	
Between 2,001 and 4,000	\$1,000.00	
Between 4,001 and 6,000	\$2,000.00	
More than 6,001	\$3,000.00	
Off-sale	\$200.00	Per year
Off-sale investigation	\$500.00	Per investigation
Off-sale brewer malt/ <u>brew pub</u>	\$200.00	<u>Per year</u>
Off-sale investigation	\$500.00	Per investigation
On-sale <u>intoxicating</u>	\$7,500.00	Per year
On-sale exclusive liquor store	\$3,000.00	Per year
On-sale ( <u>all types</u> ) investigation	\$500.00	Per investigation
On-sale brewer taproom/ <u>brew pub</u>	\$500.00	<u>Per year</u>
<del>On-sale investigation</del>	<del>\$500.00</del>	<del>Per investigation</del>
Sunday sale	\$200.00	Per year
Set-ups, commissioners permit	\$300.00	Per year

Wine, on-sale or theater	\$800.00	Per year
Wine, on-sale investigation	\$500.00	Per investigation
Temporary liquor license	\$50.00	Per event
On-sale alcohol extended hours	\$1,300.00	Per year
On-sale wine extended hours	\$200.00	Per year
On-sale 3.2 beer extended hours	\$150.00	Per year
On-sale, theater	\$5,000.00	Per year
On-sale, theater investigation	\$500.00	Per investigation
On-sale on public premises	\$350.00	<u>Per year</u>

**SECTION 3.** For the license year July 1, 2021 to June 30, 2022, the license fees for on-sale licenses, except for temporary on-sale licenses and on-sale public premises licenses, shall be reduced by 50 percent of the fee established in the fee schedule. This reduction is temporary in nature for on-sale license fees but does not include temporary on-sale licenses, on-sale public premise licenses or background investigation fees.

**SECTION 4.** In accordance with Section 3.03 of the City Charter and Minn. Stat. § 412.191, subd. 4, due to the significant length of this Ordinance, City staff shall have the following summary printed in the official City newspaper in lieu of the complete ordinance:

On April 20, 2021, the Hopkins City Council adopted Ordinance 2021-1166 An Ordinance Amending Chapter 4 of the Hopkins City Code Regarding Self-Serve Draught Malt Liquor Dispensers, On-Sale Brewpub and Off-Sale Brewpub Liquor License Fees, and On-Sale Liquor License Renewal Fees for 2021-2022 Licenses.

A printed copy of the ordinance is available for inspection during regular business hours at Hopkins City Hall and is available online at the City's web site located at [www.hopkinsmn.com](http://www.hopkinsmn.com).

**SECTION 5.** The effective date of this ordinance shall be the date of publication.

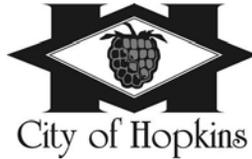
First Reading:	April 6, 2021
Second Reading:	April 20, 2021
Date of Publication:	April 29, 2021
Date Ordinance Takes Effect:	April 29, 2021

Approved by the City Council of the City of Hopkins on this 20th day of April, 2021.

By: \_\_\_\_\_  
Jason Gadd, Mayor

ATTEST:

\_\_\_\_\_  
Amy Domeier, City Clerk



April 20, 2021

Council Report 2021-045

**ACCEPT BIDS AND AWARD OF CONTRACT  
2021 STREET SURFACE IMPROVEMENTS  
CITY PROJECT 2021-004**

**Proposed Action**

Staff recommends the following motion: Adopt Resolution 2021-020 Awarding the Contract, 2021 Street Surface Improvements, City Project 2021-004.

**Overview**

The bid opening for the 2021 Street Surface Improvements was held on April 9, 2021. This project includes a combination of mill and overlay and pavement reclamation including minor utility repair and replacement and all necessary appurtenances on Cottage Downs, Valley Way, Park Terrace, Edgemoor Drive, Bridal Lane, and Wilshire Walk.

The low bid was \$471,067.14 submitted by Northwest Asphalt. A total of six (6) bids were received. This contractor is also the contractor for the 2020-2021 Street and Utility Improvement project, and has a good reputation with previous similar projects in Hopkins and the metro area. Staff is recommending award of the project contract to Northwest Asphalt.

**Primary Issues to Consider**

- Bid Results and Analysis
- Project Schedule

**Supporting Information**

- Tabulation and Abstract of Bids
- Plan Set Coversheet
- Resolution 2021-020

Eric Klingbeil, P.E., Assistant City Engineer

Financial Impact: \$471,067.14 Budgeted: Y/N Yes Source: PIR  
Related Documents (CIP, ERP, etc.): CIP  
Notes: \_\_\_\_\_

**ANALYSIS OF ISSUES**

• **Project Overview**

As bid, Cottage Downs, Valley Way, Park Terrace, Edgemoor Drive, Bridal Lane, and Wilshire Walk will receive a mixture of pavement reclamation and mill and overlay depending on existing conditions. Targeted utility replacement and repair will also be included in the project.

• **Bid Results and Analysis**

Full bid results can be found in the attached tables.

Northwest Asphalt	\$471,067.14
GMH Asphalt Corp.	\$544,881.15
ASTECH Corp.	\$546,738.53
Bituminous Roadways Inc.	\$606,414.00
Valley Paving, Inc.	\$613,613.00
Park Construction Company	\$615,679.54

All bids were submitted with required bid security made by qualified contractors. Northwest Asphalt is a reputable contractor who has completed similar projects in Hopkins and the metro area.

Bids received were lower than the Engineer’s Estimate, the project will stay within the CIP Budget.

• **Project Schedule**

Award Contract	April 20, 2021
Begin Construction	Late May/Early June 2021
Construction Complete	September 3, 2021

**CITY OF HOPKINS  
HENNEPIN COUNTY, MINNESOTA**

**RESOLUTION NO. 2021-020**

**RESOLUTION FOR AWARD OF CONTRACT  
2021 STREET SURFACE IMPROVEMENTS  
CITY PROJECT 2021-004**

**BE IT RESOLVED BY THE CITY COUNCIL OF HOPKINS, MINNESOTA**, that the lowest bid of Northwest Asphalt in the amount of \$471,067.14 is the lowest responsible bid for the 2021 Street Surface Improvements, City Project 2021-04, and the Mayor and City Manager are hereby authorized and directed to enter into a contract with said bidder for and on behalf of the City.

Adopted by the City Council of the City of Hopkins, Minnesota, this 20<sup>th</sup> day of April, 2021.

By \_\_\_\_\_  
Jason Gadd, Mayor

ATTEST:

\_\_\_\_\_  
Amy Domeier, City Clerk



**BOLTON  
& MENK**

Real People. Real Solutions.

12224 Nicollet Avenue  
Burnsville, MN 55337-1649

Ph: (952) 890-0509  
Fax: (952) 890-8065  
Bolton-Menk.com

April 9, 2021

Mr. Eric Klingbeil, P.E., Assistant City Engineer  
City of Hopkins  
1010 1<sup>st</sup> St S  
Hopkins, MN 55343

RE: 2021 Street Surface Improvements  
City of Hopkins, Minnesota  
City Project No. 2021-004  
Project No.: 0T1.123774

Dear Mr. Klingbeil,

Bids on the above-referenced project were opened at 11:00 a.m. on April 9, 2021. There were six bidders for the project and a detailed bid abstract is enclosed. The low bidder on the project is Northwest Asphalt, Inc. with a bid of \$471,067.14. Northwest Asphalt, Inc. has previous experience on projects of this size and complexity in the City of Hopkins and elsewhere. They are also currently working on the Interlachen Street & Utility Improvements project.

Based on Northwest Asphalt's experience, acceptable bid prices, and the competitive bids the City received, we recommend the City of Hopkins award the project to Northwest Asphalt, Inc.

If you have any questions regarding this award recommendation, please contact me at your convenience.

Sincerely,

**Bolton & Menk, Inc.**

**Nicholas J. Amatuuccio, P.E.**  
Senior Project Engineer

Section Title	Line Item	Item Code	Item Description	UoFM	Quantity	1		2		3		4		5		6			
						Engineer Estimate		Northwest		GMH Asphalt Corporation		Asphalt Surface Technologies Corp.		Bituminous Roadways Inc.		Valley Paving, Inc		Park Construction Company	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
BASE BID																			
	1	0	MOBILIZATION	LUMP SUM	1	\$25,000.00	\$25,000.00	\$23,690.00	\$23,690.00	\$32,200.00	\$32,200.00	\$36,000.00	\$36,000.00	\$32,000.00	\$32,000.00	\$18,414.00	\$18,414.00	\$46,600.00	\$46,600.00
	2	0	TRAFFIC CONTROL	LUMP SUM	1	\$10,000.00	\$10,000.00	\$5,200.00	\$5,200.00	\$1,590.00	\$1,590.00	\$1,650.00	\$1,650.00	\$1,550.00	\$1,550.00	\$4,500.00	\$4,500.00	\$1,530.00	\$1,530.00
	3	0	REMOVE CURB & GUTTER	LIN FT	1500	\$6.00	\$9,000.00	\$9.50	\$14,250.00	\$6.85	\$10,275.00	\$5.50	\$8,250.00	\$6.00	\$9,000.00	\$8.50	\$12,750.00	\$11.40	\$17,100.00
	4	0	REMOVE BITUMINOUS PAVEMENT	SQ YD	5468	\$4.00	\$21,872.00	\$1.25	\$6,835.00	\$1.95	\$10,662.60	\$1.38	\$7,545.84	\$4.00	\$21,872.00	\$4.25	\$23,239.00	\$2.70	\$14,763.60
	5	0	SALVAGE SIGN	EACH	1	\$50.00	\$50.00	\$50.00	\$50.00	\$42.00	\$42.00	\$44.00	\$44.00	\$41.00	\$41.00	\$50.00	\$50.00	\$40.80	\$40.80
	6	0	MILL BITUMINOUS SURFACE (1.5 INCH DEPTH)	SQ YD	7790	\$2.50	\$19,475.00	\$0.92	\$7,166.80	\$1.20	\$9,348.00	\$1.20	\$9,348.00	\$1.85	\$14,411.50	\$1.50	\$11,685.00	\$1.40	\$10,906.00
	7	0	SAWING BITUMINOUS PAVEMENT (FULL-DEPTH)	LIN FT	352	\$3.00	\$1,056.00	\$3.00	\$1,056.00	\$3.15	\$1,108.80	\$3.00	\$1,056.00	\$2.50	\$880.00	\$2.25	\$792.00	\$2.00	\$704.00
	8	0	SUBGRADE EXCAVATION	CU YD	700	\$22.00	\$15,400.00	\$24.15	\$16,905.00	\$20.30	\$14,210.00	\$12.60	\$8,820.00	\$30.00	\$21,000.00	\$41.00	\$28,700.00	\$21.20	\$14,840.00
	9	0	SUBGRADE PREPARATION	SQ YD	5468	\$2.50	\$13,670.00	\$0.65	\$3,554.20	\$1.50	\$8,202.00	\$1.60	\$8,748.80	\$1.50	\$8,202.00	\$1.50	\$8,202.00	\$0.83	\$4,538.44
	10	0	JOINT ADHESIVE (MASTIC)	LIN FT	12680	\$0.75	\$9,510.00	\$0.45	\$5,706.00	\$0.52	\$6,593.60	\$0.50	\$6,340.00	\$0.75	\$9,510.00	\$0.50	\$6,340.00	\$0.46	\$5,832.80
	11	0	BITUMINOUS MATERIAL FOR TACK COAT	GAL	900	\$3.50	\$3,150.00	\$4.50	\$4,050.00	\$3.50	\$3,150.00	\$2.75	\$2,475.00	\$3.50	\$3,150.00	\$2.00	\$1,800.00	\$3.05	\$2,745.00
	12	0	BITUMINOUS NON WEARING COURSE (SPNWB230C)	TON	662	\$68.00	\$45,016.00	\$68.15	\$45,115.30	\$86.50	\$57,263.00	\$71.82	\$47,544.84	\$85.00	\$56,270.00	\$89.00	\$58,918.00	\$88.10	\$58,322.20
	13	0	BITUMINOUS WEARING COURSE (SPWEA240C)	TON	1202	\$70.00	\$84,140.00	\$65.90	\$79,211.80	\$76.70	\$92,193.40	\$72.75	\$87,445.50	\$90.00	\$108,180.00	\$77.00	\$92,554.00	\$80.50	\$96,761.00
	14	0	2" BITUMINOUS STREET PATCH (SPWEA240C)	SQ YD	780	\$25.00	\$19,500.00	\$11.50	\$8,970.00	\$17.75	\$13,845.00	\$18.26	\$14,242.80	\$17.00	\$13,260.00	\$18.00	\$14,040.00	\$16.30	\$12,714.00
	15	0	CLASS 5 AGGREGATE BASE	TON	1425	\$16.00	\$22,800.00	\$12.85	\$18,311.25	\$10.00	\$14,250.00	\$18.70	\$26,647.50	\$22.50	\$32,062.50	\$26.00	\$37,050.00	\$26.40	\$37,620.00
	16	0	CONCRETE CURB & GUTTER DESIGN MOUNTABLE	LIN FT	1525	\$24.00	\$36,600.00	\$24.80	\$37,820.00	\$27.50	\$41,937.50	\$27.17	\$41,434.25	\$28.00	\$42,700.00	\$28.00	\$42,700.00	\$25.40	\$38,735.00
	17	0	LINING SEWER PIPE 8"	LIN FT	2645	\$25.00	\$66,125.00	\$29.25	\$77,366.25	\$30.95	\$81,862.75	\$31.42	\$83,105.90	\$30.00	\$79,350.00	\$31.40	\$83,053.00	\$30.40	\$80,408.00
	18	0	TRIM PROTRUDING TAP	EACH	1	\$500.00	\$500.00	\$450.00	\$450.00	\$480.00	\$480.00	\$550.00	\$550.00	\$460.00	\$460.00	\$500.00	\$500.00	\$468.00	\$468.00
	19	0	REPAIR SANITARY MANHOLE	EACH	3	\$2,000.00	\$6,000.00	\$825.00	\$2,475.00	\$505.00	\$1,515.00	\$880.00	\$2,640.00	\$1,050.00	\$3,150.00	\$1,450.00	\$4,350.00	\$179.00	\$537.00
	20	0	SANITARY SEWER POINT REPAIR	EACH	2	\$5,000.00	\$10,000.00	\$950.00	\$1,900.00	\$5,795.00	\$11,590.00	\$4,320.00	\$8,640.00	\$5,900.00	\$11,800.00	\$6,200.00	\$12,400.00	\$5,890.00	\$11,780.00
	21	0	HYDRANT	EACH	6	\$4,500.00	\$27,000.00	\$6,105.25	\$36,631.50	\$7,125.00	\$42,750.00	\$6,048.00	\$36,288.00	\$7,700.00	\$46,200.00	\$6,750.00	\$40,500.00	\$7,680.00	\$46,080.00
	22	0	6" DIP CL 52 WATERMAIN	LIN FT	77	\$50.00	\$3,850.00	\$78.36	\$6,033.72	\$60.00	\$4,620.00	\$52.80	\$4,065.60	\$80.00	\$6,160.00	\$88.00	\$6,776.00	\$79.60	\$6,129.20
	23	0	6" GATE VALVE & BOX	EACH	6	\$2,000.00	\$12,000.00	\$3,054.72	\$18,328.32	\$1,885.00	\$11,310.00	\$1,650.00	\$9,900.00	\$2,100.00	\$12,600.00	\$3,025.00	\$18,150.00	\$486.00	\$2,916.00
	24	0	CONNECT TO EXISTING WATERMAIN	EACH	6	\$1,500.00	\$9,000.00	\$850.00	\$5,100.00	\$2,065.00	\$12,390.00	\$1,080.00	\$6,480.00	\$1,100.00	\$6,600.00	\$1,000.00	\$6,000.00	\$1,080.00	\$6,480.00
	25	0	REPAIR GATE VALVE (REPLACE BOLTS)	EACH	10	\$1,800.00	\$18,000.00	\$1,825.35	\$18,253.50	\$1,725.00	\$17,250.00	\$3,024.00	\$30,240.00	\$3,400.00	\$34,000.00	\$3,225.00	\$32,250.00	\$3,340.00	\$33,400.00
	26	0	DIP FITTINGS	POUND	200	\$10.00	\$2,000.00	\$4.90	\$980.00	\$2.65	\$530.00	\$11.00	\$2,200.00	\$10.20	\$2,040.00	\$10.00	\$2,000.00	\$10.20	\$2,040.00
	27	0	ADJUST VALVE BOX	EACH	10	\$350.00	\$3,500.00	\$315.00	\$3,150.00	\$295.00	\$2,950.00	\$550.00	\$5,500.00	\$230.00	\$2,300.00	\$550.00	\$5,500.00	\$539.00	\$5,390.00
	28	0	ADJUST CASTING	EACH	12	\$450.00	\$5,400.00	\$485.00	\$5,820.00	\$1,225.00	\$14,700.00	\$1,100.00	\$13,200.00	\$650.00	\$7,800.00	\$1,000.00	\$12,000.00	\$1,020.00	\$12,240.00
	29	0	RANDOM RIPRAP CLASS III	TON	50	\$85.00	\$4,250.00	\$65.00	\$3,250.00	\$70.00	\$3,500.00	\$99.00	\$4,950.00	\$60.00	\$3,000.00	\$91.00	\$4,550.00	\$124.00	\$6,200.00
	30	0	HYDROMULCH & SEED MIX 25-151	SQ YD	425	\$3.00	\$1,275.00	\$2.50	\$1,062.50	\$7.00	\$2,975.00	\$3.58	\$1,521.50	\$6.00	\$2,550.00	\$2.60	\$1,105.00	\$6.30	\$2,677.50
	31	0	TOPSOIL BORROW (SPECIAL)	CU YD	70	\$35.00	\$2,450.00	\$28.00	\$1,960.00	\$43.75	\$3,062.50	\$46.20	\$3,234.00	\$52.00	\$3,640.00	\$63.00	\$4,410.00	\$48.10	\$3,367.00
	32	0	REINSTALL SIGN	EACH	1	\$150.00	\$150.00	\$100.00	\$100.00	\$225.00	\$225.00	\$231.00	\$231.00	\$215.00	\$215.00	\$225.00	\$225.00	\$214.00	\$214.00
	33	0	STORM DRAIN INLET PROTECTION	EACH	33	\$250.00	\$8,250.00	\$150.00	\$4,950.00	\$100.00	\$3,300.00	\$200.00	\$6,600.00	\$220.00	\$7,260.00	\$170.00	\$5,610.00	\$200.00	\$6,600.00
	34	0	DITCH GRADING	LUMP SUM	1	\$25,000.00	\$25,000.00	\$5,365.00	\$5,365.00	\$13,000.00	\$13,000.00	\$19,800.00	\$19,800.00	\$3,200.00	\$3,200.00	\$12,500.00	\$12,500.00	\$25,000.00	\$25,000.00
Base Bid Total:							\$540,989.00		\$471,067.14		\$544,881.15		\$546,738.53		\$606,414.00		\$613,613.00		\$615,679.54

# BID FORM FOR CONSTRUCTION CONTRACT

2021 Street Surface Improvements  
OT1.123774

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

## ARTICLE 1 —OWNER AND BIDDER

- 1.01 This Bid is submitted to: City of Hopkins, 1010 1st Street South, Hopkins, MN 55343. Refer to the Advertisement for Bids for submittal location, format, and deadline for consideration.
- 1.02 This bid form is provided for Bidders reference. The Bid must be submitted to City of Hopkins electronically through QuestCDN.
- 1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2 —ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. Section C-415 Responsible Contractor – Proposal Attachment (2 Pages) of this Project Manual.

## ARTICLE 3 —BASIS OF BID

- 3.01 Unit Price Bids
  - A. Bidder will perform the Work listed in the Bid Schedule at the indicated unit prices.
  - B. Bidder acknowledges that:
    1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
    2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 4 —TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder agrees that the Work shall be substantially complete on or before August 20, 2021. And will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before September 3, 2021.

**ARTICLE 5 —BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

- 5.01 Bid Acceptance Period
  - A. This Bid will remain subject to acceptance for 61 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 Instructions to Bidders
  - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 Receipt of Addenda
  - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	3 - 31 - 2021

**ARTICLE 6 —BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

- 6.01 Bidder’s Representations
  - A. In submitting this Bid, Bidder represents the following:
    1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
    2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
    3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
    4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 Bidder's Certifications

##### A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices

at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Northwest

(typed or printed name of organization)

By:

Noah Hendrickson

(individual's signature)

Name:

Noah Hendrickson

(typed or printed)

Title:

Estimator

(typed or printed)

Date:

04-09-2021

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

[Signature]

(individual's signature)

Name:

Keat Stenseng

(typed or printed)

Title:

Corporate Sec

(typed or printed)

Date:

04-09-2021

(typed or printed)

Address for giving notices:

1451 Staygreen Road

Shakopee, MN 55379

Bidder's Contact:

Name:

Noah Hendrickson

(typed or printed)

Title:

Estimator

(typed or printed)

Phone:

507 491 3113

Email:

nhendrickson@nwasphalt.net

Address:

Northwest

1451 Staygreen Road

Shakopee, MN 55379

Bidder's Contractor License No.: (if applicable) \_\_\_\_\_

# CITY OF HOPKINS CONSTRUCTION PLANS FOR 2021 STREET SURFACE IMPROVEMENTS

CITY PROJECT NO. 2021-004  
MARCH, 2021

RESOURCE LIST  
CENTERPOINT ENERGY  
700 WEST LINDEN AVENUE  
MR. AMIR FAZLOVIC  
612-321-5086

CENTURYLINK  
TERRA TECHNOLOGIES, LLC  
MR. RJ ALLISON  
612-388-1284

COMCAST  
9705 DATA PARK  
MINNETONKA, MN 55343  
MR. RICHARD MISKE  
512-369-1284

XCELL ENERGY  
5309 WEST 70TH STREET  
EDINA, MN 55439  
MR. KOMLA AMEDODJI  
651-265-7036  
MR. JACOB MOCK  
952-380-2637

CITY OF HOPKINS  
PUBLIC WORKS  
11100 EXCELSIOR BOULEVARD  
HOPKINS, MN 55343

PUBLIC WORKS DIRECTOR  
MR. STEVE STADLER, P.E.

CITY ENGINEER  
MR. NATE STANLEY, P.E.

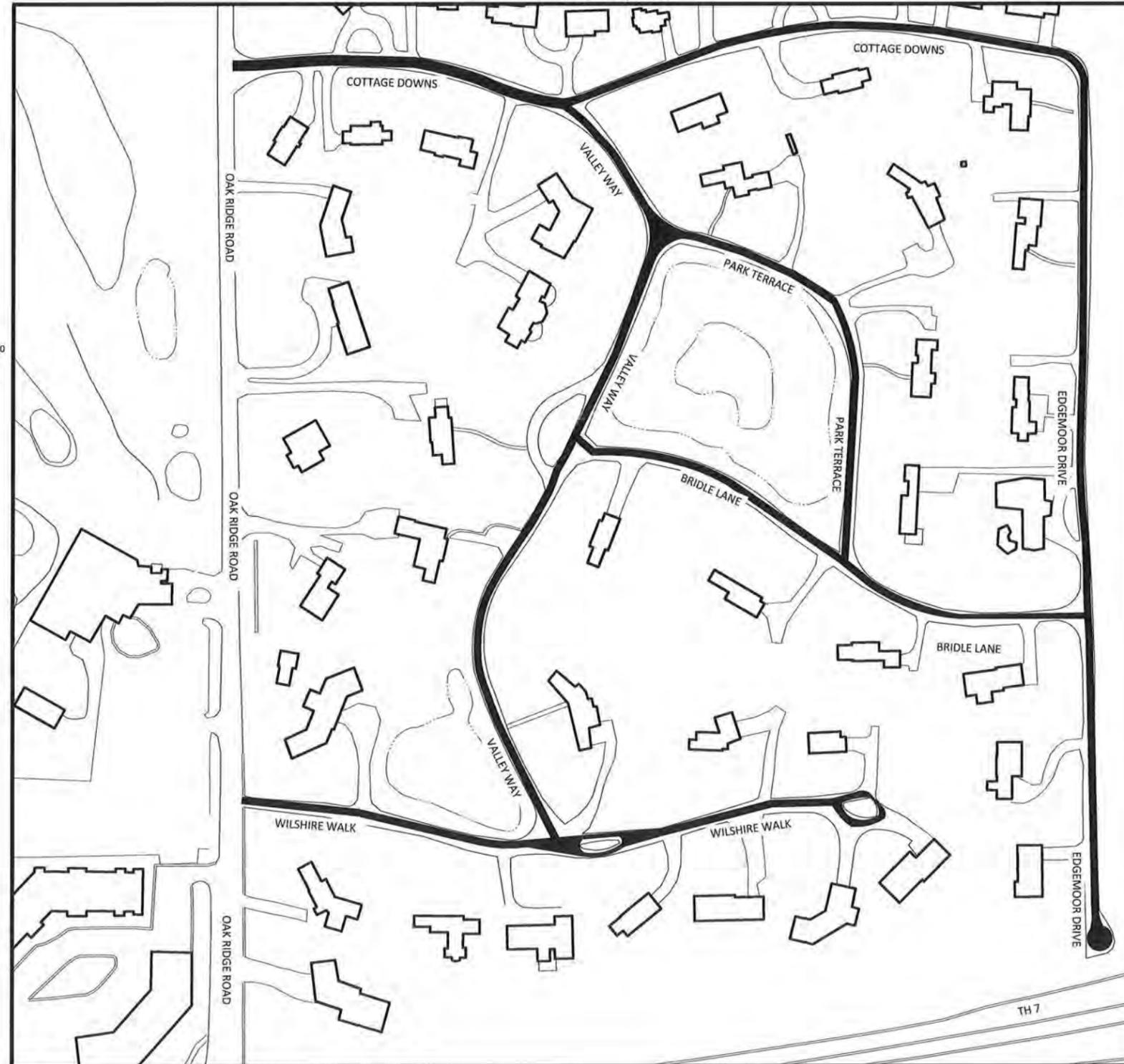
ASSISTANT CITY ENGINEER  
MT. ERIC KLINGBEIL, P.E.

STREETS & PARKS SUPERINTENDENT  
MR. JAY STRACHOTA

WATER & SEWER SUPERINTENDENT  
MR. CHUCK AUTIO

CONSULTING ENGINEER  
BOLTON & MENK, INC.  
12224 NICOLLET AVENUE  
BURNSVILLE, MN 55337

MAP OF THE  
CITY OF HOPKINS  
HENNEPIN COUNTY, MN



SHEET NUMBER	SHEET TITLE
GENERAL	
G0.01 - G0.03	TITLE SHEET, LEGEND, GENERAL NOTES
CIVIL	
C0.01 - C0.06	EXISTING CONDITIONS, REMOVAL PLAN
C1.01 - C1.02	DETAILS, TYPICAL SECTIONS
C6.01 - C6.07	CONSTRUCTION PLAN

THIS PLAN SET CONTAINS 18 SHEETS.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

*Nick Amatuoc*  
NICHOLAS J. AMATUCCIO, P.E. LIC. NO. 53639 DATE: 3/25/2021

REVIEWED & APPROVED BY:  
*Eric Klingbeil*  
ERIC KLINGBEIL, P.E. LIC. NO. 49826 DATE: 3/25/2021  
HOPKINS ASSISTANT CITY ENGINEER

© Bolton & Menk, Inc. 2021. All Rights Reserved. H:\WORK\01123774\CAD\CSD\123774\_G001\_TITLE SHEET.dwg 3/22/2021 11:21:18Z AM



12224 NICOLLET AVENUE  
BURNSVILLE, MINNESOTA 55337  
Phone: (952) 890-0509  
Email: BurnsVille@bolton-menk.com  
www.bolton-menk.com



DATE	BY	REVISION
	CJW	DESIGNED
	CJW	DRAWN
	NA	CHECKED
		CLIENT PROJ. NO. 011.123774

HOPKINS, MINNESOTA  
2021 STREET SURFACE IMPROVEMENTS  
TITLE SHEET

SHEET  
G0.01



# MEMO

To: Honorable Mayor and City Council  
From: Jason Lindahl, City Planner  
Date: April 20, 2021  
Subject: 425 Madison Avenue North - Second reading of Ordinance 2021-1167,  
Planned Unit Development Agreement and Final Plat

---

## **Proposed Action**

Staff recommends the City Council approve the following motions:

- Move to adopt Resolution 2021-021 approving the second reading of Ordinance 2021-1167 rezoning the subject property (PID 19-117-21-22-0034) from R-1-C, Single Family Medium Density to R-1-C, Single Family Medium Density with a Planned Unit Development (PUD), subject to conditions.
- Move to approve the Yang Addition Planned Unit Development (PUD) Agreement and authorize the Mayor and City Manager to enter into this agreement.
- Move to adopt Resolution 2021-019 approving the final plat for the Yang Addition, subject to the conditions.

## **Overview**

The applicant, Xijing Zhang, requests approval of the second reading of Ordinance 2021-1167, the corresponding planned unit development agreement and final plat for Yang Addition. The subject property is located at 425 Madison Avenue North, just east of Highway 169 between Highway 7 and 2nd Street Northeast. These applications would finalize the subdivision of the existing 1.48 acre single family property into two single family lots and rezone the new properties from R-1-C, Single Family Medium Density to R-1-C, Single Family Medium Density with a Planned Unit Development (PUD). The proposal would keep the existing single family home on one property and create another parcel for future single family development.

The City Council approved the first reading of this rezoning ordinance and preliminary plat on April 6, 2021. Prior to that action, the Planning & Zoning Commission held a public hearing to review these items and recommended approval by the City Council on March 23, 2021.

Should the City Council approve the second reading of this ordinance, the planned unit development agreement and the final plat for Yang Addition it would finalize the subdivision,

rezone the new properties to R-1-C, Single Family Medium Density with a Planned Unit Development (PUD) and authorize Mayor and City Manager to enter into this agreement.

**Supporting Documents**

- Site Location Map
- Resolution 2021-021 Rezoning Second Reading
- Ordinance 2021-1167
- Yang Addition Planned Unit Development Agreement
- Resolution 2021-18 Preliminary Plat - Signed
- Resolution 2021-19 Final Plat
- Plat Opinion for Yang Addition
- Preliminary Plat
- Final Plat

# Site Location Map for 425 Madison Avenue North



**CITY OF HOPKINS**  
**Hennepin County, Minnesota**

**RESOLUTION 2021-021**

**A RESOLUTION APPROVING THE SECOND READING OF ORDINANCE 2021-1167  
REZONING THE PROPERTY AT 425 MADISON AVENUE NORTH WITH PID 19-117-21-22-  
0034 FROM R-1-C, SINGLE FAMILY MEDIUM DENSITY TO R-1-C, SINGLE FAMILY  
MEDIUM DENSITY WITH A PLANNED UNIT DEVELOPMENT (PUD), SUBJECT TO  
CONDITIONS**

**WHEREAS**, the applicant, Xijing Zhang, initiated an application requesting to rezone the property at 425 Madison Avenue North with PID 19-117-21-22-0034 from R-1-C, Single Family Medium Density to R-1-C, Single Family Medium Density with a Planned Unit Development (PUD), subject to conditions, and

**WHEREAS**, this property is legally described as follows:

OUTLOT NO 1 CAMPBELL THIRD ADDITION AND BEG AT A PT ON S LINE OF N 1/2 OF NW 1/4 DIST 1214.03 FT W FROM SE COR THOF TH N AT R/AS 200 FT TH W AT R/AS TO E LINE OF GN RR R/W TH SWLY ALONG SAID R/W LINE TO S LINE OF N 1/2 OF NW 1/4 TH E TO BEG EX ROAD

**WHEREAS**, the procedural history of the application is as follows:

1. That the above stated application was initiated by the applicant on February 19, 2021; and,
2. That the Hopkins Planning & Zoning Commission, pursuant to published and mailed notice, held a public hearing on the application and reviewed such application on March 23, 2021 and all persons present were given an opportunity to be heard; and,
3. That written comments and analysis of City staff were considered; and,
4. That the Hopkins Planning & Zoning Commission reviewed this application during their March 23, 2021 meeting and recommended approval by the City Council, subject to conditions; and
5. That the Hopkins City Council reviewed this application during their April 6, 2021 meeting, and, during said meeting, adopted Resolution 2021-019 approving the First Reading of Ordinance 2021-1167.

**WHEREAS**, staff recommended approval of the above stated application based on the findings outlined in the staff report dated April 6, 2021.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hopkins hereby approves the second reading of Ordinance 2021-1167 rezoning the property at 425 Madison Avenue North with PID 19-117-21-22-0034 from R-1-C, Single Family Medium Density to R-1-C, Single Family Medium Density with a Planned Unit Development (PUD), subject to the conditions listed below.

1. Execution of a Planned Unit Development Agreement in a form acceptable to the City Attorney.
2. Approval of the associated preliminary plat and conformance with all related conditions.
3. Approval of the associated final plat and conformance with all related conditions.

4. Approval of the development by the Minnehaha Creek Watershed District and conformance with all related conditions.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the City Council of the City of Hopkins that upon each of the aforementioned conditions being satisfied, City staff shall publish Ordinance 2021-1167 so that it takes effect and updates the City's official zoning map to reflect the rezoning of the Property memorialized therein.

Adopted by the City Council of the City of Hopkins this 20<sup>th</sup> day of April, 2021.

By: \_\_\_\_\_  
Jason Gadd, Mayor

ATTEST:

\_\_\_\_\_  
Amy Domeier, City Clerk

**CITY OF HOPKINS**  
**Hennepin County, Minnesota**

**ORDINANCE NO. 2021-1167**

**AN ORDINANCE REZONING THE PROPERTY AT 425 MADISON AVENUE NORTH WITH PID 19-117-21-22-0034 FROM R-1-C, SINGLE FAMILY MEDIUM DENSITY TO R-1-C, SINGLE FAMILY MEDIUM DENSITY WITH A PLANNED UNIT DEVELOPMENT (PUD)**

THE COUNCIL OF THE CITY OF HOPKINS DOES HEREBY ORDAIN AS FOLLOWS:

1. That the present zoning classification of R-1-C, Single Family Medium Density, upon the following described premises is hereby repealed, and in lieu thereof, said premises is hereby zoned to R-1-C, Single Family Medium Density with a Planned Unit Development (PUD).
2. The legal description of the property to be rezoned is as follows:

OUTLOT NO 1 CAMPBELL THIRD ADDITION AND BEG AT A PT ON S LINE OF N 1/2 OF NW 1/4 DIST 1214.03 FT W FROM SE COR THOF TH N AT R/AS 200 FT TH W AT R/AS TO E LINE OF GN RR R/W TH SWLY ALONG SAID R/W LINE TO S LINE OF N 1/2 OF NW 1/4 TH E TO BEG EX ROAD

First Reading:	April 6, 2021
Second Reading:	April 20, 2021
Date of Publication:	April 29, 2021
Date Ordinance Takes Effect:	April 29, 2021

\_\_\_\_\_  
Jason Gadd, Mayor

ATTEST:

\_\_\_\_\_  
Amy Domeier, City Clerk

**YANG ADDITION  
PLANNED UNIT DEVELOPMENT AGREEMENT**

THIS PLANNED UNIT DEVELOPMENT AGREEMENT (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF HOPKINS, a Minnesota municipal corporation (the “City”), and Junhui Yang and Xijing Zhang, married to each other (collectively, the “Developer”).

**Recitals**

A. The Developer is fee owner of certain real estate located in the City of Hopkins, Hennepin County, Minnesota, legally described as

*(See EXHIBIT A)*

(the “Property”).

B. On April 20, 2021, to facilitate additional single-family residential development in the City and pursuant to a request by the Developer, the City approved a rezoning of the Property to R-1-C/Planned Unit Development, per Ordinance 2021-\_\_\_\_ (the “Rezoning Ordinance”).

C. The City has also approved both preliminary plat and final plat of YANG ADDITION (the “Plat”) to facilitate such development, pursuant to City Council Resolution 2021-\_\_\_\_, adopted on April 6, 2021, and Resolution 2021-\_\_\_\_, adopted on April 20, 2021 (collectively, the “Plat Resolutions”).

D. The Rezoning Ordinance and the Plat Resolution shall be collectively referred to herein as the “City Approvals.”

E. As a condition of the City Approvals, and to secure the benefits of the requested planned unit development (“PUD”), the City required the Developer to enter into this Agreement, and the parties hereto desire and are willing to subject the Property to the terms and conditions provided herein.

**Agreement**

In consideration of each party's promises as set forth in this Agreement, it is mutually agreed as follows:

**ARTICLE ONE  
REPRESENTATIONS AND WARRANTIES**

**1.01. City Representations and Warranties.** The City makes the following representations as the basis for the undertakings on its part contained herein:

A. The City is a municipal corporation under the laws of Minnesota.

B. The City has the right, power, and authority to execute, deliver, and perform its obligations under this Agreement.

**1.02. Developer Representations and Warranties.** The Developer makes the following representations as the basis for the undertakings on its part contained herein:

A. The Developer, as fee owner of the Property, has the right, power, and authority to execute, deliver, and perform its obligations under this Agreement and to otherwise subject the Property to the terms and conditions contained herein.

B. The Developer is not in default under any lease, contract, or agreement to which it is a party or by which it is bound which would affect its performance under this Agreement. The Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment, or decree which would prohibit the execution or performance of this Agreement by the Developer or prohibit any of the transactions provided for in this Agreement.

C. The Developer has complied with and will continue to comply with all applicable federal, state and local statutes, laws, ordinances, and regulations including, without limitation, any permits, licenses, and applicable zoning, environmental, or other laws, ordinances, or regulations affecting the Property. The Developer is not aware of any pending or threatened claim of any such violation. Without limitation of the foregoing, the Developer expressly acknowledges and agrees that it has and shall at all times comply with each and every provision of the City's subdivision, zoning, and other related municipal code regulations.

D. There is no suit, action, arbitration, or legal, administrative, or other proceeding, or governmental investigation pending or threatened against or affecting the Developer or the Property. The Developer is not in default with respect to any order, writ, injunction, or decree of any federal, state, local or foreign court, department, agency, or instrumentality.

E. None of the representations and warranties made by the Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by the Developer or on its behalf contains or will contain any untrue statement of material fact or omits any material fact, the omission of which would be misleading.

**ARTICLE TWO  
ADDITIONAL PROVISIONS**

**2.01. Private Improvements.** The Plat, upon recordation, will create two single-family residential lots, one of which already contains a single-family home and another which will be vacant. The Developer has no immediate plans for constructing additional private improvements on the Property but has indicated a willingness to further subdivide the vacant parcel in the future and understands that any future subdivision shall be processed in accordance with any and all then-current rules, laws, ordinances, and regulations and there is no guarantee that any such future subdivision will be approved.

A. Permits/Approvals. When any private improvements are to be constructed on the Property, the Developer shall be obligated to obtain any approvals from the City or third parties with jurisdiction that are otherwise necessary, including, but not necessarily limited to, building permits and right-of-way excavation permits. All utilities to serve new construction shall be installed in accordance with plans prepared by a licensed engineer, which shall be subject to review and approval by the City's engineering department, and all privately owned utility connections shall be located entirely on the individual lot served unless proof that appropriate easements are provided to the City, approved by the city attorney, and recorded against the respective lots.

B. Access; Driveway Relocation. Once platted, the driveway that currently provides access to the existing single-family home on what will be Lot 2, Block 1, YANG ADDITION ("Lot 2"), will be partially located on Lot 1, Block 1, YANG ADDITION ("Lot 1"). Prior to conveying any portion of the Property to third parties or constructing any additional private improvements on the Property, the Developer agrees to relocate the driveway and curb cut providing access to Lot 2 so that it is entirely located on Lot 2. The Developer agrees and acknowledges that no building permits may be issued for any improvements on the Property until the completion of said driveway relocation.

C. Easements. At the time of any future improvements on the Property, the City may require the Developer to dedicate any private easements necessary for access, utilities, or otherwise, consistent with the requirements contained in this section 2.01. The Developer shall comply with said requirements to ensure that all lots on the Property have perpetual rights for access and privately owned utility services.

**2.02. Platting Requirements.** The Developer shall plat the Property as YANG ADDITION consistent with the City Approvals, the Hopkins City Code, state statutes, and this Agreement. The Developer shall cause the final plat of YANG ADDITION to be recorded with the Hennepin County Recorder/Registrar of Titles and provide the City with a reproducible Mylar copy of said Plat.

**2.03. Title Work/Consent/Attorney Review.** Prior to recording the Plat with Hennepin County, the Developer shall provide an updated and certified Abstract of Title and/or Registered Property Abstract as required by Minn. Stat. § 505.03 or, in the alternative, the Developer must provide a Commitment for a Title Insurance Policy for the Property naming the City as the proposed insured. The above-referenced title work shall identify any other entity with a legal interest in the Property,

including but not limited to any entity with a mortgage interest, easement interest, etc. Prior to recording the Plat with Hennepin County, the Developer agrees to provide the City with a signed consent from any other entity with a legal interest in the Property, including but not limited to any entity with a mortgage interest.

The above-mentioned evidence of title shall also be subject to the review and approval of the city attorney to determine what entities must execute the Plat and other documents to be recorded against the Property. In the event the Developer provides the City with a Commitment for a Title Insurance Policy, the Developer shall cause a Title Insurance Policy to be issued consistent with the Commitment for a Title Insurance Policy provided by the Developer and the requirements of the city attorney and with an effective date on which the Plat is recorded (the City will not issue any building permits or certificates of occupancy until it is provided with said Title Insurance Policy). Further, the Developer shall provide the City with evidence, which sufficiency shall be determined by the City, in its sole discretion, that all documents required to be recorded pursuant to this Agreement and by the city attorney are recorded and all conditions for release of the Plat have been met prior to the City processing or approving any building permits or other permits applicable to the development of the Property.

The City Council's approval of the Plat contemplated by the Plat Resolutions and this Agreement is subject to the Developer's compliance with this section.

**2.04. Plat Clean-up.** The parties acknowledge that various potential clean-up issues associated with the Plat may need to occur. The Developer agrees to undertake, assist with and resolve such issues as directed by the City. The Developer agrees to cooperate regarding any reasonable requests made subsequent to the execution of this Agreement to revise or correct any errors in the Plat and to provide any and all additional documentation deemed necessary by either party to effectuate such revisions or corrections to the Plat.

**2.05. Additional Requirements.** The Developer shall satisfy, complete and abide by all requirements set forth in the City Approvals, the city attorney's plat opinion, and any other adopted City ordinances and resolutions affecting the Property, all of which are incorporated herein by reference as if fully set forth in this Agreement. In addition, the Developer shall adequately address all items as may be directed by the city attorney, the city engineering department, or others with review and approval authority for the City.

**2.06. Zoning/PUD.** Pursuant to the Rezoning Ordinance, the Property was rezoned to R-1-C/Planned Unit Development, which was necessary to allow for certain deviations to the City's zoning regulations. Specifically, those deviations include the ability to create two lots which do not meet R-1-C requirements for lot frontage and lot width, along with the resulting detached garage on Lot 2 that will be located in the lots front yard. In order to secure the benefits and advantages of the approved PUD, the Developer and its successors and assigns are required to adhere to all requirements contained in this Agreement, which shall be recorded against the Property and will run with the land.

**2.07. Permits.** The Developer shall obtain any and all permits and approvals from third parties which may be necessary before proceeding with construction of any private improvements on the

Property. Said third parties may include the Minnehaha Creek Watershed District, the Minnesota Pollution Control Agency, the Minnesota Department of Natural Resources, the Minnesota Department of Health, the Minnesota Department of Transportation, and any other agency having jurisdiction over the Property.

**2.08. Property Monumentation.** The Developer further agrees to install permanent subdivision monumentation within one year from the date of recording of the Plat. At the end of the one-year period, the Developer shall submit to the City written verification by a registered land surveyor that the required monuments have been installed throughout the Plat.

**2.09. Park Dedication Fees/Dedications.** Without limitation of any other obligation of the Developer contained in this Agreement or set forth in federal, state, or local law, and in accordance with the PUD, the Developer agrees to provide the City with a payment in lieu of a park dedication in the amount of \$2,000, to be paid prior to the City's execution and release of the Plat for recording.

**2.10. Payment of City Costs.** The Developer agrees to reimburse the City its actual costs regarding: (i) preparing and administering this Agreement and all other documents, permits, and applications related thereto; and (ii) processing the Plat of YANG ADDITION and all land use approvals relating to the Property. In addition to and without limitation of the foregoing, the costs to be reimbursed by the Developer to the City shall include, but not be limited to, attorneys' fees, engineering fees, inspection fees, and the costs and fees of other technical and professional assistance (including but not limited to the cost of City staff time) incurred or expended by the City on activities arising out of this Agreement, and other undertakings related thereto. The Developer shall, upon execution of this Agreement, deposit with the City the amount of \$2,500 to be applied to payment of the costs described in this section 2.10, provided that if such costs exceed this amount, the Developer shall, upon demand by the City, pay such additional costs to the City within 10 days of such demand, and provided further that the amount by which this deposit exceeds the City's actual costs, if any, shall be returned to the Developer. All costs to date shall be reimbursed prior to the City's execution and release of the Plat for recording.

In the event the City does not recover its costs under the provisions of this section 2.10, as an additional remedy, the City may, at its option, assess the Property in the manner provided by Minnesota Statutes, Chapter 429, and Developer hereby consents to the levy of such special assessments without notice or hearing and waives its rights to appeal such assessments pursuant to Minnesota Statutes, section 429.081, provided the amount levied, together with the funds deposited with the City under this section, does not exceed the expenses actually incurred by the City. Further, the City may, at its option, as an additional remedy, recover expenses actually incurred by the City, in the manner provided by Minnesota Statutes, section 415.01, 366.011 and 366.012, and the Developer hereby consents to the levy of such assessments without notice or hearing and waives its rights to appeal such assessments pursuant to such Minnesota Statutes, provided the amount levied, together with the funds deposited with the City under section 2.10, does not exceed the expenses actually incurred by the City pursuant to this Agreement.

This section 2.10 shall survive any termination of this Agreement and shall be binding on the Developer regardless of the enforceability of any other provision of this Agreement.

**2.11. Agreement to Run with Land.** This Agreement shall be recorded among the land records of Hennepin County, Minnesota. The provisions of this Agreement shall run with the Property and be binding upon the Developer and its assigns or successors in interest. Notwithstanding the foregoing, no conveyance of the Property or any part thereof shall relieve the Developer or its successors or assigns of their liability for full performance of this Agreement unless the City expressly so releases the Developer in writing. Any reference in this Agreement to the Developer shall also apply to the Developer's successors or assigns which may come into title to the Property through conveyance or otherwise.

**2.12. Representatives Not Individually Liable.** No official, agent, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City on any obligation or term of this Agreement.

**2.13. Notices and Demands.** Any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

(a) as to the Developer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) as to the City: City of Hopkins  
1010 1<sup>st</sup> Street South  
Hopkins, MN 55343  
Attn: City Manager

with a copy to: Scott J. Riggs, City Attorney  
Kennedy & Graven, Chartered  
700 Fifth Street Towers  
150 South Fifth Street  
Minneapolis, MN 55402

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section 2.13.

**2.14. Disclaimer of Relationships.** The Developer acknowledges that nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by the Developer or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer.

**2.15. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

**2.16. Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to

this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

**2.17. Indemnification.** The City, its officials, agents, and employees shall not be liable or responsible in any manner to the Developer, the Developer's successors or assigns, the Developer's contractors or subcontractors, material suppliers, laborers, or to any other person or persons for any claim, demand, damage, or cause of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance of this Agreement. The Developer, and the Developer's successors or assigns, agree to protect, defend and save the City, and its officials, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys' fees, consulting engineering services, and other technical, administrative, or professional assistance. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466 or otherwise.

This section 2.17 shall survive any future termination of this Agreement and shall be binding on the Developer regardless of the enforceability of any other provision of this Agreement.

**2.18. Developer's Default.** In the event of default by the Developer as to any work or undertaking required by this Agreement, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek an order from any court for permission to enter the Property for such purposes. If the City does any such work, the City may, in addition to its other remedies, levy special assessments against the lots within the Plat to recover the costs thereof. For this purpose, the Developer, for itself and its successors and assigns, expressly waives any and all procedural and substantive objections to the special assessments, including, but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the land so assessed. The Developer, for itself and its successors and assigns, also waives any appeal rights otherwise available pursuant to Minnesota Statutes, section 429.081.

**2.19. Compliance with Existing Laws.** The Developer warrants that all work performed pursuant to this Agreement shall be in compliance with existing laws, ordinances, pertinent regulations, standards, and specifications of the City.

**2.20. Building Permits.** All City approvals regarding the Property do not include express or implied approval of a building permit for any structures on the Property. The Developer must submit and the City must approve building plans prior to an application for a building permit for a structure on any lot within the Plat, and the issuance of said permits shall be subject to adherence to the terms contained herein. The Developer or the parties applying for the building permit shall be responsible for payment of the customary fees associated with the building permits and other deferred fees as specified in this Agreement.

**2.21. City's Access.** The Developer hereby grants the City, its agents, employees, officers and contractors a non-revocable license to enter the Property to perform any work and inspections deemed appropriate by the City related to this Agreement or any rights afforded to the City herein.

## **2.22. Miscellaneous Provisions.**

A. The Developer represents to the City that the development of the Property and the Plat will comply with all city, county, state, and federal laws and regulations including, but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the City determines that the subdivision, Plat, or the development of the Property does not comply, the City may, at its option, refuse to allow construction or development work on the Property until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

B. Third parties shall have no recourse against the City under this Agreement.

C. Breach of any term of this Agreement by the Developer shall be grounds for denial of building permits, including on lots that have been sold to third parties.

D. Wherever possible, each provision of this Agreement and each related document shall be interpreted so that it is valid under applicable law. If any provision of this Agreement or any related document is to any extent found invalid by a court or other governmental entity of competent jurisdiction, that provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other related document.

E. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of any other covenant, agreement, term, or condition, nor does it imply that such covenant, agreement, term, or condition may be waived again. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing and signed by the parties. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

F. Each right, power, or remedy herein conferred upon the City is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereafter arising, available to the City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so exciting may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.

G. This Agreement, together with the recitals and exhibits hereto, which are incorporated by reference, constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to this Agreement, superseding all prior or contemporaneous proposals, communications, and understandings, whether oral or written, pertaining to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by both parties.

H. No official, agent, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City on any

obligation or term of this Agreement.

I. Data provided to the Developer or received from the Developer under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

J. The recitals set forth in the preamble to this Agreement and the exhibits attached to this Agreement are incorporated into this Agreement as if fully set forth herein.

*[The remainder of this page to remain intentionally blank].*

IN WITNESS OF THE ABOVE, the parties have caused this Agreement to be executed on the date and year written above.

**THE CITY:**

By: \_\_\_\_\_  
Jason Gadd  
Mayor

By: \_\_\_\_\_  
Michael Mornson  
City Manager

STATE OF MINNESOTA    )  
                                          ) SS.  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by Jason Gadd and Michael Mornson, the Mayor and City Manager, respectively, of the City of Hopkins, a Minnesota municipal corporation, on behalf of the City.

\_\_\_\_\_  
Notary Public

**THE DEVELOPER:**

By: \_\_\_\_\_  
Junhui Yang

By: \_\_\_\_\_  
Xijing Zhang

STATE OF MINNESOTA    )  
                                          ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2021, by Junhui Yang and Xijing Zhang, married to each other.

\_\_\_\_\_  
Notary Public

This document drafted by:

KENNEDY & GRAVEN, CHARTERED  
700 Fifth Street Towers  
150 South Fifth Street  
Minneapolis, MN 55402  
(612) 337-9300



## **EXHIBIT A**

### **LEGAL DESCRIPTION OF THE PROPERTY**

The land to which this Agreement applies is legally described as follows:

Par 1: That part of the North Half of the Northwest Quarter of Section 19, Township 117, Range 21, described as follows: Commencing at the intersection of the South line of said North Half of the Northwest Quarter and the Easterly line of right of way of the Great Northern Railway; thence East along said South line of the North Half of the Northwest Quarter of Section 19, a distance of 353 feet to a point, at which point there is an iron stake and which point is distant 1214.3 feet West of the Southeast corner of the Northeast Quarter of the Northwest Quarter of said Section 19; thence at right angles North a distance of 200 feet; thence at right angles West a distance of 277.25 feet more or less to the Easterly right of way line of the Great Northern Railway; thence Southwesterly along said Easterly right of way line to the point of beginning; except that part thereof embraced within the plat of Campbell Third Addition.

Par 2: That part of Madison Avenue North as shown and dedicated in the plat of Campbell Third Addition, embraced within the North Half of the Northwest Quarter of Section 19, Township 117, Range 21.

Par 3: Outlot 1, Campbell Third Addition.

Property is Torrens  
Torrens Certificate No. 1454765  
PID: 19-117-21-22-0034

[To be platted as Lots 1 and 2, Block 1, Yang Addition, Hennepin County, Minnesota)

**CITY OF HOPKINS**  
**Hennepin County, Minnesota**

**RESOLUTION 2021-018**

**A RESOLUTION APPROVING THE PRELIMINARY PLAT FOR YANG ADDTION**

**WHEREAS**, the applicant, Xijing Zhang, initiated preliminary plat application to subdivide the property at 425 Madison Avenue North with PID 19-117-21-22-0034, subject to conditions, and

**WHEREAS**, this property is legally described as follows:

OUTLOT NO 1 CAMPBELL THIRD ADDITION AND BEG AT A PT ON S LINE OF N 1/2 OF NW 1/4 DIST 1214.03 FT W FROM SE COR THOF TH N AT R/AS 200 FT TH W AT R/AS TO E LINE OF GN RR R/W TH SWLY ALONG SAID R/W LINE TO S LINE OF N 1/2 OF NW 1/4 TH E TO BEG EX ROAD

**WHEREAS**, the procedural history of the application is as follows:

1. That the above stated application was initiated by the applicant on February 19, 2021; and,
2. That the Hopkins Planning & Zoning Commission, pursuant to published and mailed notice, held a public hearing on the application and reviewed such application on March 23, 2021 and all persons present were given an opportunity to be heard; and,
3. That written comments and analysis of City staff were considered; and,
4. That the Hopkins Planning & Zoning Commission reviewed this application during their March 23, 2021 meeting and recommended approval by the City Council, subject to conditions; and
5. That the Hopkins City Council reviewed this application during their April 6, 2021 meeting and agreed with the findings of the Planning & Zoning Commission.

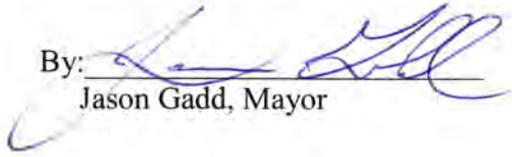
**WHEREAS**, staff recommended approval of the above stated application based on the findings outlined in the staff report dated April 6, 2021.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hopkins hereby approves the Yang Addition preliminary plat to subdivide the property at 425 Madison Avenue North with PID 19-117-21-22-0034, subject to the conditions listed below.

1. Submission and review of a title commitment by the City Attorney and adherence to conditions.
2. Access to the two proposed lots shall be provided through two separate curb cuts. The existing curb cut shall be used to provide access to Lot 1. A new access shall be constructed on Lot 2 to provide access to Lot 2.
3. Construction of the new access on Lot 2 to provide access to Lot 2 shall be constructed prior issuance of any building permits for Lot 1.
4. Additional easements shall be recorded as required by the City Attorney.
5. Approval of the associated rezoning and conformance with all related conditions.
6. Execution of a Planned Unit Development Agreement in a form acceptable to the City Attorney.
7. Approval of the associated final plat and conformance with all related conditions.

8. Payment of all applicable development fees including, but not limited to, attorney's fees and park dedication prior to release of the plat.
9. Any future subdivision or development of Lot 1 shall require separate approvals from the City applicable to the proposed development.
10. Conformance with all requirements of the City Engineer.
11. Approval of the development by the Minnehaha Creek Watershed District and conformance with all related conditions.

Adopted by the City Council of the City of Hopkins this 6<sup>th</sup> day of April, 2021.

By:   
Jason Gadd, Mayor

ATTEST:

  
\_\_\_\_\_  
Amy Domeier, City Clerk

**CITY OF HOPKINS**  
**Hennepin County, Minnesota**

**RESOLUTION 2021-019**

**A RESOLUTION APPROVING THE FINAL PLAT FOR YANG ADDITION**

**WHEREAS**, the applicant, Xijing Zhang, initiated final plat application to subdivide the property at 425 Madison Avenue North with PID 19-117-21-22-0034, subject to conditions, and

**WHEREAS**, this property is legally described as follows:

OUTLOT NO 1 CAMPBELL THIRD ADDITION AND BEG AT A PT ON S LINE OF N 1/2 OF NW 1/4 DIST 1214.03 FT W FROM SE COR THOF TH N AT R/AS 200 FT TH W AT R/AS TO E LINE OF GN RR R/W TH SWLY ALONG SAID R/W LINE TO S LINE OF N 1/2 OF NW 1/4 TH E TO BEG EX ROAD

**WHEREAS**, the procedural history of the application is as follows:

1. That the above stated application was initiated by the applicant on February 19, 2021; and,
2. That the Hopkins Planning & Zoning Commission, pursuant to published and mailed notice, held a public hearing on the application and reviewed such application on March 23, 2021 and all persons present were given an opportunity to be heard; and,
3. That written comments and analysis of City staff were considered; and,
4. That the Hopkins Planning & Zoning Commission reviewed this application during their March 23, 2021 meeting and recommended approval by the City Council, subject to conditions; and
5. That the Hopkins City Council reviewed this application during their April 20, 2021 meeting and agreed with the findings of the Planning & Zoning Commission.

**WHEREAS**, staff recommended approval of the above stated application based on the findings outlined in the staff report dated April 6, 2021.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hopkins hereby approve the Yang Addition final plat to subdivide the property at 425 Madison Avenue North with PID 19-117-21-22-0034, subject to the conditions listed below.

1. Approval of the associated preliminary plat and conformance with all related conditions.
2. Approval of the associated rezoning and conformance with all related conditions.
3. Execution of a Planned Unit Development Agreement in a form acceptable to the City Attorney.

Adopted by the City Council of the City of Hopkins this 20<sup>th</sup> day of April, 2021.

By \_\_\_\_\_  
Jason Gadd, Mayor

ATTEST:

\_\_\_\_\_  
Amy Domeier, City Clerk



Fifth Street Towers  
150 South Fifth Street, Suite 700  
Minneapolis MN 55402-1458  
  
(612) 337-9300 telephone  
(612) 337-9310 fax  
<http://www.kennedy-graven.com>  
Affirmative Action, Equal Opportunity Employer

**Nick P. Valle**

Attorney at Law  
Direct Dial: (612) 337-9235  
Email: [nvalle@kennedy-graven.com](mailto:nvalle@kennedy-graven.com)

April 14, 2021

Mr. Jason Lindahl  
City Planner  
City of Hopkins  
1010 – 1<sup>st</sup> Street South  
Hopkins, MN 55343

**VIA EMAIL ONLY**

**RE: *Plat Opinion for YANG ADDITION  
Our File No. HP145-74***

Jason:

I have reviewed the title commitment from Watermark Title Agency, as issuing agent for Old Republic National Title Insurance Company with an effective date of March 8, 2021 (the “**Commitment**”). I have also reviewed a final plat, prepared by EDS, Inc. which is titled **YANG ADDITION** (the “**Plat**”).

The Commitment purports to cover the following legal descriptions:

Parcel 1:

That part of the North Half of the Northwest Quarter of Section 19, Township 117, Range 21, Hennepin County, Minnesota, described as follows: Commencing at the intersection of the South line of said North Half of the Northwest Quarter and the Easterly line of right of way of the Great Northern Railway; thence East along said South line of the North Half of the Northwest Quarter of Section 19, a distance of 353 feet to a point, at which point there is an iron stake and which point is distant 1214.3 feet West of the Southeast corner of the Northeast Quarter of the Northwest Quarter of said Section 19; thence at right angles North a distance of 200 feet; thence at right angles West a distance of 277.25 feet more or less to the Easterly right of way line of the Great Northern Railway; thence Southwesterly along said Easterly right of way line to the point of beginning; except that part thereof embraced within the plat of Campbell Third Addition.

Parcel 2:

That part of Madison Avenue North as shown and dedicated in the plat of Campbell Third Addition, embraced within the North Half of the Northwest Quarter of Section 19, Township 117, Range 21, Hennepin County, Minnesota.

Parcel 3:

Outlot 1, Campbell Third Addition, Hennepin County, Minnesota.

Torrens Property - Certificate of Title No. 1454765

(the “**Property**”).

Based on my review of the Commitment and the Plat, I have the following comments relative to the proposed Plat:

1. **Plat Execution.** The names and signatures of the following parties in interest must appear on the Plat:
  - a. The fee owners, as identified by the Commitment include Junhui Yang and Xijing Zhang, as joint tenants. *The Plat must be executed with all the formalities of a deed of title.*
  - b. The mortgagee, as identified by the Commitment, includes U.S. Bank National Association under that certain mortgage document dated September 23, 2019, and recorded November 15, 2019, as Document No. 5662681. *In lieu of signing the Plat, a consent to plat may be signed by the mortgagee referencing the mortgage or a satisfaction or release of the mortgage may be provided. I require review of these instruments prior to recording.*
  
2. **Plat Corrections.**
  - a. Pursuant to the state of Minnesota plat manual, the dedication portion of the Plat should be placed on sheet 1 whenever practicable. As such, the Plat should be revised to reverse the order of the sheets in order to make the dedication section sheet 1 of 2.
  - b. As required by the Minnesota plat manual, all underlying legal descriptions should be made within the drawing of the Plat including those references to what has been marked as Parcels 2 and 3 within the Commitment.
  - c. In the sixth line of the legal description for Parcel 1 within the Plat the word “if” should be removed and replaced with “of” so that the line reads “. . . a distance of 277.25 feet more or less . . .”
  - d. There should be a period after the word “Minnesota” in the legal description of Parcel 3.
  - e. The comma after “YANG ADDITION” within the registrar of titles section of the Plat should be removed and the paragraph should be moved up to sit on the same line.

- f. The second signature line within the registrar of titles section of the Plat should be removed.

3. **Title Commitment Exceptions:**

- a. Mortgage in favor of U.S. Bank National Association under that certain mortgage document dated September 23, 2019, and recorded November 15, 2019, as Document No. 5662681. *As stated above, the mortgagee must either sign the Plat, provide a consent to plat, or provide a satisfaction of mortgage prior to the recording of the Plat.*
- b. Minerals of whatsoever kind, subsurface and surface substances, including, but not limited to, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel in, on, under, and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions, or reservations of interests that are not listed. *No further action required.*
- c. Any claim based on the assertion that any fence currently located on the property represents the boundary line of subject premises or possible encroachment by said fence(s) onto adjoining properties. *No further action required.*
- d. Easements for drainage and utilities as shown on the recorded plat, if any. *The relevant plat includes the Plat of Campbell Third Addition which affects that portion of the Property labeled as Parcel 2 and 3 within the Commitment. Based on my review of the Campbell Third Addition a 25' perimeter drainage and utility easement encumbers the Property along the northern edge of Parcel 3. This should be added to the Plat. Additionally, it should be noted that a part of what is platted as Madison Avenue North encroaches and makes up the south east corner of the Property and described as "Parcel 2" within the Commitment. The City should determine whether or not to require this roadway to be dedicated within the Plat based on the existing location of the roadway.*

- 4. **Property taxes and assessments.** All real estate taxes payable in the year the Plat is recorded (including delinquent taxes and any deferred Green Acres taxes) must be paid prior to recording the Plat. Any special assessments against any part of the Property can be reapportioned among the new lots as provided in Minnesota Statutes Section 429.071(3).

PIN 19-117-21-22-0034 (Unpaid)  
2021 Base Taxes = \$6,612.04 (Unpaid)  
2021 Special Assessments = \$0.00 (Paid in Full)

Mr. Jason Lindahl  
April 14, 2021  
Page 4

This letter does not purport to set forth every matter relevant to a determination of whether title to the property is marketable, and no one should rely upon it for that purpose. The sole purpose of this letter is to identify required signatories to the plat and related issues of interest to the City in connection with platting, as evidenced by the Commitment.

**This opinion is conditioned upon the issuance of a title policy in favor of the City of Hopkins, insuring the City's interests as they appear in the plat of YANG ADDITION.**

Very truly yours,

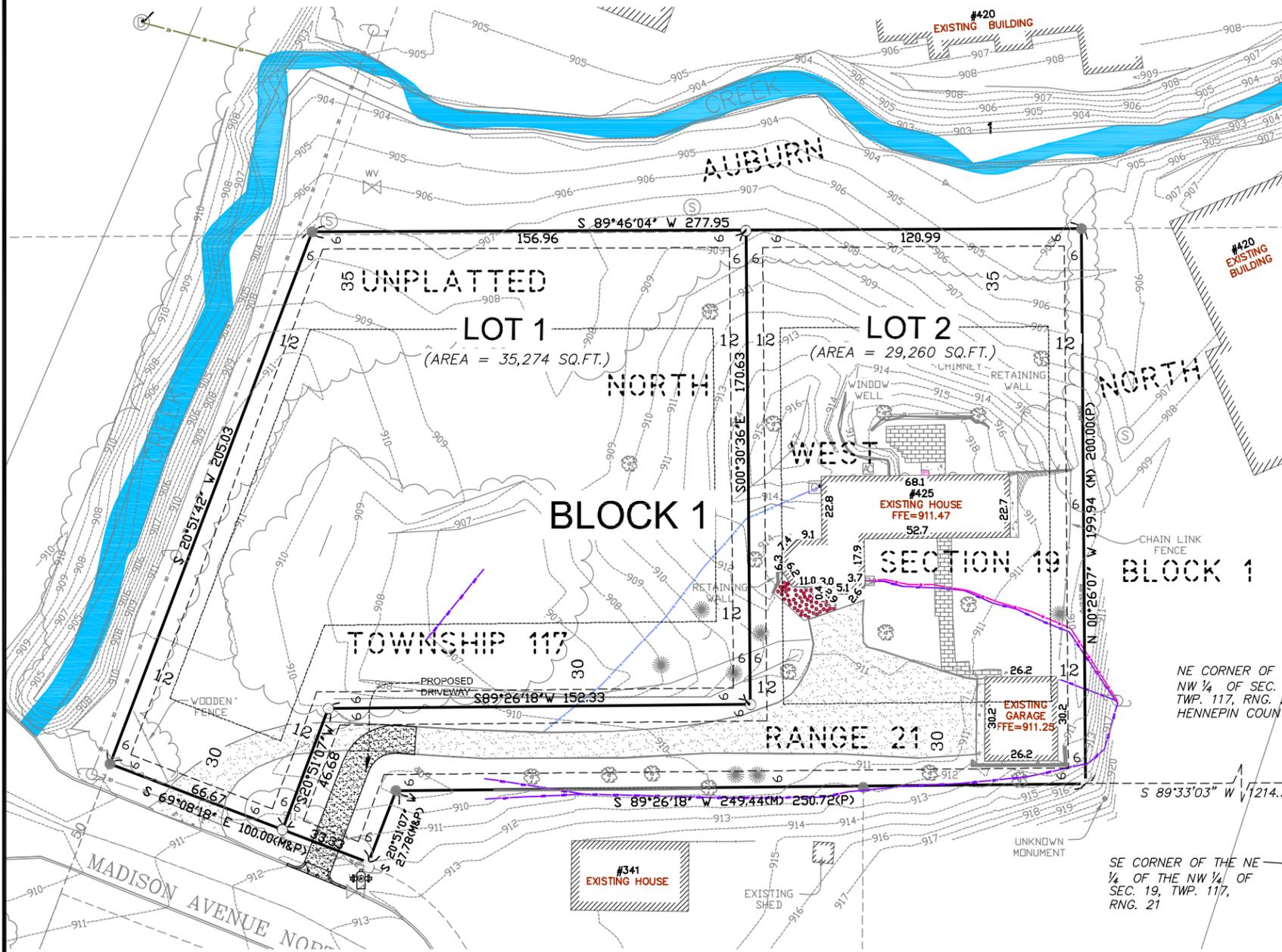
*/s/ Nick P. Valle*

Nick P. Valle

cc: Scott J. Riggs (City Attorney) (via [sriggs@Kennedy-Graven.com](mailto:sriggs@Kennedy-Graven.com))  
David T. Anderson (via ([danderson@Kennedy-Graven.com](mailto:danderson@Kennedy-Graven.com))  
Vladimir Sivriver (Surveyor) (via [info@edsmn.com](mailto:info@edsmn.com))

# PRELIMINARY PLAT

Call 48 Hours before digging  
**GOPHER STATE ONE CALL**  
 Twin Cities Area 651-454-0002  
 MN. Toll Free 1-800-252-1166



### PROPOSED LEGAL DESCRIPTION OF LOT 1

Lot 1, Block 1, YANG ADDITION, Hennepin County, Minnesota, according to the recorded plat thereof.

### PROPOSED LEGAL DESCRIPTION OF LOT 2

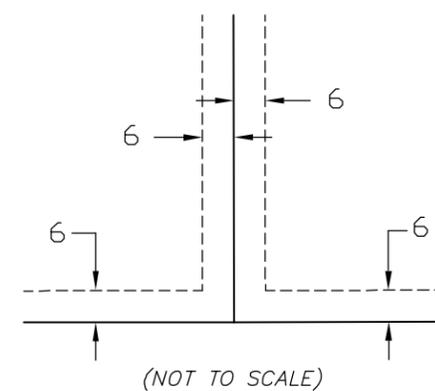
Lot 2, Block 1, YANG ADDITION, Hennepin County, Minnesota, according to the recorded plat thereof.



### LEGEND

- DENOTES FOUND PROPERTY IRON
- DENOTES SET 1/2" X 18" REBAR WITH PLASTIC CAP "PLS 25105"
- DENOTES BOUNDARY LINE
- - - DENOTES LOT LINE
- · - · - DENOTES SETBACK LINE
- x999.99 DENOTES EXISTING SPOT ELEVATION
- DENOTES CONCRETE SURFACE
- 999 DENOTES EXISTING CONTOUR LINE
- FFE DENOTES FINISH FLOOR ELEVATION
- DENOTES BITUMINOUS SURFACE
- DENOTES DECIDUOUS TREE
- DENOTES WHITE PVC FENCE
- DENOTES SANITARY MANHOLE
- DENOTES LIGHT POLE
- DENOTES ELECTRIC CABINET /GENERATOR
- DENOTES GAS METER
- DENOTES WATER VALVE
- DENOTES STORM CATCH BASIN
- DENOTES STORM MANHOLE
- DENOTES STORM PIPE END
- DENOTES ELECTRIC OUTLET
- DENOTES HYDRANT

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 6 FEET IN WIDTH, AND ADJOINING LOT LINES UNLESS OTHERWISE SHOWN, AND 6 FEET IN WIDTH, AND ADJOINING RIGHT OF WAY LINES, UNLESS OTHERWISE SHOWN ON THE PLAT

### BUILDING SETBACKS

ZONING: R-1-C = SINGLE-FAMILY MEDIUM DENSITY  
 HOUSE: FRONT = 30 FT  
 REAR = 35 FT  
 SIDE = 12 FT (2 - STORY)

### REFERENCE BENCHMARK

ELEVATION = 901.84 (NGVD 29) MNDOT DISK "SONYA".

FOR THE PURPOSE OF THIS PLAT THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 117, RANGE 21, HENNEPIN COUNTY, MINNESOTA ASSUMED TO BEAR NORTH 01°02'57" EAST







April 20, 2021

Council Report 2021-015

**Resolution Approving a Brew Pub Off-Sale License and a  
Brew Pub On-Sale Intoxicating Liquor License with Sunday Sales  
for Bear Cave Brewing, LLC**

**Proposed Action**

Staff recommends adoption of the following motion: Move to adopt Resolution 2021-015, entitled “Approving a Brew Pub Off-Sale License and an On-Sale Intoxicating Liquor License with Sunday Sales for Bear Cave Brewing, LLC.”

**Overview**

Nathan and W. Jillian Bergeland, on behalf of Bear Cave, submitted an application for a brew pub off-sale license and a brew pub on-sale intoxicating liquor license with Sunday sales at Bear Cave Brewing, LLC (“Bear Cave”), a new brew pub and restaurant to be located at 1201 Mainstreet. The licensed premise includes the interior space, rooftop patio and plaza area at 1201 Mainstreet. The applicants plan to open Bear Cave after July 1. Pursuant to Minnesota Statutes, section 340A.24 and subsections 4-36(f) and 4-37(c) of the Hopkins City Code, a brew pub is eligible for an off-sale license to sell malt liquor produced and packaged on site for off-site consumption, and an on-sale intoxicating liquor license when a restaurant is operated in the place of manufacture.

The Police Department reviewed the application for the liquor licenses requested and conducted a background investigation as required by state and local law. The Police Department has no reservations in approving the licenses based upon the results of the investigation. As a liquor license holder, Bear Caving representatives will be required to attend liquor control training and will be subject to alcohol compliance checks.

Upon City Council approval of the liquor licenses requested, the State application will be sent to the Minnesota Department of Public Safety, Alcohol and Gambling Enforcement Division, for certification and approval. The liquor licenses will become effective upon all conditions being met in Resolution 2021-015 and will expire on June 30, 2022, subject to any subsequent renewals.

**Supporting Information**

- Resolution 2021-015
- The complete application is on file in the City Clerk’s office.

*Amy Domeier*

Amy Domeier, City Clerk

Financial Impact: _____ Budgeted: Y/N <u>N</u> Source: _____ Related Documents (CIP, ERP, etc.): _____ Notes:
---------------------------------------------------------------------------------------------------------------------

**CITY OF HOPKINS  
HENNEPIN COUNTY, MINNESOTA**

**RESOLUTION 2021-015**

**APPROVING A BREW PUB OFF-SALE LICENSE AND AN ON-SALE  
INTOXICATING LIQUOR LICENSE WITH SUNDAY SALES FOR  
BEAR CAVE BREWING, LLC, WITH CONDITIONS**

**WHEREAS**, Nathan and W. Jillian Bergeland, on behalf of Bear Cave Brewing, LLC, submitted an application for a brew pub off-sale license and a brew pub on-sale intoxicating liquor license with Sunday sales for Bear Cave Brewing, to be located at 1201 Mainstreet, Hopkins; and

**WHEREAS**, the City Council has reviewed the application as it is on file with the City Clerk; and

**WHEREAS**, the Hopkins Police Department has reviewed the application as it is on file with the City Clerk and has no reservations about the licensers being issued.

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

1. The council approves a brew pub off-sale license and a brew pub on-sale intoxicating liquor license with Sunday sales for Bear Cave Brewing, LLC, for the premise located at 1201 Mainstreet.
2. The licenses are conditioned on the applicant's ongoing compliance with its application that is on file with the City Clerk, and is further subject to the following:
  - A. All terms and conditions of the City Code Chapter 4, Alcoholic Beverages, and Minnesota Statutes, Chapter 340A. This includes, but is certainly not limited to, adherence to the retail sales limitations and packaging requirements set forth in Minnesota Statutes, sections 340A.24 and 340A.285, respectively.
  - B. Final inspection by the City Building Official.
  - C. Final inspection by the City Fire Marshal.
  - D. Final inspection by the City Planner.
  - E. Final inspection by the Hennepin County Health Inspector.
3. The on-sale intoxicating license issued herein is further conditioned on the existence and operation of a restaurant, as that term is defined in Hopkins City Code, section 4-1(b), within the licensed premises.
4. Upon adherence with the contingencies set forth herein, the Mayor and City Clerk are hereby authorized to execute said licenses.

5. The licenses shall expire at 11:59 p.m. on June 30, 2022, subject to subsequent renewals.

Adopted by the City Council of the City of Hopkins this 20th day of April, 2021.

---

Jason Gadd, Mayor

ATTEST:

---

Amy Domeier, City Clerk



CITY OF HOPKINS  
Hennepin County, Minnesota

ORDINANCE 2021-1164

AN ORDINANCE AMENDING CHAPTER 8 ARTICLE VI OF THE HOPKINS CITY CODE

The City Council of the City of Hopkins does hereby ordain:

Section 1. The Hopkins City Code, Chapter 8, Article VI, section 8-280 is hereby amended by adding the underlined language and deleting the ~~stricken~~ language as follows:

**Sec. 8-280. International code adopted; local amendments; conflicts.**

(a) The International Property Maintenance Code (IPMC), ~~2006~~ 2018 edition, published by the International Code Council, Inc., is adopted by reference as though fully set forth in this section, subject to the following local amendments:

Section 101.1. Insert the name "City of Hopkins."

Section 102.3. In the first sentence, delete the terms: "International Building Code, International Plumbing Code, International Fuel Gas Code, International Mechanical Code, International Fire Code, International Residential Code, International Fire Code, and International Existing Building Code. " and replace with "Minnesota State Building Code, as defined in Minn. Admin. Rules 1300.0020." and in the second sentence delete the term: "International Zoning Code" and insert "Hopkins Zoning Code, as defined by Hopkins Ordinance No. 515.01"

Section 102.7. Revise the paragraph as follows: "The codes and standards referenced in this Code shall be those that are listed in the state building code and considered part of the requirements of this Code to the prescribed extent of each such reference. Where differences occur between provisions of this Code and the state building code, the Minnesota building code shall apply.

Section 102.7.1, 102.7.2 Delete in their entirety

Section 103. Delete sections 103.1, 103.2, 103.3, and 103.5 in their entirety.

Section 106.2. Delete the term "Section 107" and insert "~~Section 355 or Section 405.05~~" "Section 2-152 or Section 8-281 (c) of the Hopkins City Code."

Section 106.3. Delete the term "Section 107" and insert "~~Section 355 or Section 405.05~~" "Section 2-152 or Section 8-281 (c) of the Hopkins City Code."

~~Section 106.4. Delete in its entirety.~~

Section 107. Delete in its entirety.

Section 108.3. Delete the references to "Section 107.3" and "Section 107.2" and insert "~~Section 355~~"

~~or Section 405.05~~ Section 2-152 or Section 8-281(c) of the Hopkins City Code."

Section 109. Delete in its entirety.

Section 110.1. In the first sentence delete the term "shall" and replace with the term "may."

Section 110.2. Delete the term "Section 107" and insert ~~the term "Section 355 or~~ ~~Section~~  
~~405.05~~ "Section 2-152 or Section 8-281(c) of the Hopkins City Code."

Section 201.3. Delete the terms International Building Code, International Existing Building Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Residential Code, International Zoning Code" and insert "Minnesota State Building Code, as defined in Minn. Admin. Rules 1300.0020, Minnesota state fire code, as defined in Minn. Admin. Rules Ch. 7511, and the Hopkins Zoning Code, as defined by Hopkins Ordinance No. 515.01."

Section 202. Amend as follows "Code Official. The official who is charged with the administration and enforcement of this code, or any duly authorized representative. For the purposes of this code, the code official shall be the Building Official of the city."

Section 302.4. Delete in its entirety.

Section 302.8. Delete in its entirety.

~~Section 302.9. Delete in its entirety.~~

Section 303. ~~3~~ Delete in its entirety.

Section 304.1.1 Amend by replacing the term "International Building Code" with "Minnesota State Building Code, as defined in Minn. Admin. Rules 1300.0020." Amend by replacing the term "International Existing Building Code" with "Minnesota Conservation Code for Existing Buildings, as defined in Minn. Admin. Rules 1300.0020."

~~Section 304.3. Delete in its entirety.~~

Section 304.6. Amend by deleting the entire provision and inserting the following language: "Exterior Walls. All exterior walls shall be free from holes, breaks, loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration. Without limiting the generality of this section, a protective surface of a building shall be deemed to be out of repair if:

- a. The protective surface is paint which is blistered or peeling to an extent of more than 25 percent of the area of any plane or wall or other area including window trim, cornice members, porch railings and other such areas;
- b. More than 25 percent of the finish coat of a stucco wall is worn through or chipped

away."

Section 304.14. Amend by inserting the following dates "May 1" and October 1."

~~Section 304.18.1. Delete in its entirety.~~

Section 304.18.3. Delete in its entirety.

~~Section 306.1. Insert "existing" at the start of the second sentence before the word handrails. Add the following after the exceptions: "Any new guardrail or handrail added shall be installed to meet the requirements in the current state building code."~~

Section 306.1.1 In the first sentence delete the phrase "International Building Code or the International Existing Building Code" and replace with "Minnesota State Building Code, as defined in Minn. Admin. Rules 1300.0020."

Section 307.1. Insert "existing" at the start of the second sentence before the word handrails. Add the following after the exceptions: "Any new guardrail or handrail added shall be installed to meet the requirements in the current state building code."

Section ~~307.~~ 308. Delete in its entirety.

Section 401.3. Delete the term "International Building Code" and insert the term "Minnesota State Building Code, as defined in Minn. Admin. Rules 1300.0020."

Section 403.3. Edit second exception as follows: "For the purposes of this section, devices such as coffee pots, microwave ovens, hot air popcorn poppers, slow cookers, toasters and similar appliances shall not be considered as cooking appliances. Hot plates, electric fry pans, and similar appliances are not permitted."

Section 404.2. Replace the dimension "three feet" with "30 inches."

Section 502.4. Delete in its entirety.

Section 502.4.1. Delete in its entirety

Section 503.3. Delete in its entirety.

Section 505.1. Delete the term "International Plumbing Code" and insert the term "Minnesota State Plumbing Code, as set forth in Minn. Admin. Rules chapter 4715."

Section 602.2. Amend the first sentence by ~~deleting the number "20" and inserting the number "19" and~~ deleting everything after the phrase "toilet rooms based on" and insert "a winter outdoor design temperature of minus 12 degrees Fahrenheit." Delete the exception.

Section 602.3. Amend the first sentence by inserting the following dates in the brackets: October 1, May 15, ~~and by deleting the number "20" and inserting the numbers "68" and "19."~~ Delete both Exceptions.

~~Section 602.3. Amend the exception by deleting the words "the winter outdoor design~~

~~temperature for the locality" and inserting "minus 12 degrees Fahrenheit" and by deleting the last sentence. Delete Exception Number 2.~~

Section 602.4. Amend the first sentence by inserting the following dates in the brackets: October 1 May 15 and delete 65 and ~~19~~ 18 and replace with 68c and 20c.

Section 604.2. Amend by deleting the term "~~ICC Electrical Code~~" NFPA 70 in the first sentence and insert "Minnesota State Electrical Code, as set forth in Minn. Admin. Rules 1315.0200."

Section 604.3.1.1. Amend by deleting the term "International Building Code" in the first sentence and insert "Minnesota State Electrical Code, as set forth in Minn. Admin. Rules 1315.0200."

Section 604.3.2.1. Amend by deleting the term "International Building Code" in the first sentence and insert "Minnesota State Electrical Code, as set forth in Minn. Admin. Rules 1315.0200."

Section 606.1. Amend by deleting the term "ASME A17.1" in the first and third sentences and insert "Minnesota State Building Code, as defined in Minn. Admin. Rules 1300.0020." Delete everything in the last sentence starting with "Appendix N."

Section 702.1 and 702.2. Amend by deleting the term "International Fire Code" and inserting the term "Minnesota state fire code, as defined in Minn. Admin. Rules chapter 7511."

Section 702.3. Amend by deleting the term "International building code" and inserting the term "state building code, as defined in Minn. Admin. Rules 1300.0020."

Section 703.2. Amend by deleting the phrases "Section 111.1.1 of the International Fire Code" and "Section 111.2 of the International Fire Code" and replacing both with the term "Minnesota State Fire Code, as defined in Minn. Admin. Rules chapter 7511."

Section 703.7. Delete in its entirety.

Section 704.1. Amend by deleting the term "International Fire Code" and inserting the term "Minnesota State Fire Code, as defined in Minn. Admin. Rules chapter 7511," ~~and "state building code, as defined in Minn. Admin. Rules 1300.0020."~~

Section 704.1.2. Amend by deleting the phrase "International Fire Code or the International Building Code" and inserting the phrase "Minnesota State Fire Code, as defined in Minn. Admin. Rules chapter 7511 or the Minnesota State Building Code, as defined in Minn. Admin. Rules 1300.0020."

Section 704.1.3. Amend by deleting the term "the following International Fire Code requirements" and replacing with the term "requirements of the Minnesota State Fire Code, as defined in Minn. Admin. Rules chapter 7511." Delete numbers 1 through 16 in their entirety.

~~Section 704.2. Amend by deleting the term "International Fire Code" and inserting the term~~

~~"Minnesota state fire code, as defined in Minn. Admin. Rules chapter 7511." and deleting numbers 2, in each room used for sleeping purposes."~~

~~Section 704.3. Amend the exception by deleting everything starting with the word "unless."~~  
"Amend by deleting "Section 901 of the International Fire Code" and inserting the term "Minnesota State Fire Code, as defined in Minn. Admin. Rules chapter 7511."

Section 704.3.1. Amend by deleting "Section 901.7.4 of the International Fire Code" and inserting the term "Minnesota State Fire Code, as defined in Minn. Admin. Rules chapter 7511."

~~Section 704.4. Amend exception number two by deleting everything starting with the word "unless."~~

Section 704.4.2(1). Amend by deleting "International Fire Code" and inserting the term "Minnesota State Fire Code, as defined in Minn. Admin. Rules chapter 7511."

Section 704.4.3. Amend by deleting "International Fire Code" and inserting the term "Minnesota State Fire Code, as defined in Minn. Admin. Rules chapter 7511."

Section 704.5.1. Amend the exception by deleting "Section 912.5 of the International Fire Code" and inserting the term "Minnesota State Fire Code, as defined in Minn. Admin. Rules chapter 7511."

Section 704.6.1.3. Delete in its entirety.

Section 704.6.1.4. Delete in its entirety.

Section 704.6.4(1). Amend by deleting "Section 907 of the International Fire Code" and inserting the term "Minnesota State Fire Code, as defined in Minn. Admin. Rules chapter 7511."

Section 704.6.4(2). Amend by deleting "Section 907.2 of the International Fire Code" and inserting "Minnesota State Fire Code, as defined in Minn. Admin. Rules chapter 7511."

Section 704.6.4(3). Amend by deleting "Section 907.6.6 of the International Fire Code" and inserting "Minnesota State Fire Code, as defined in Minn. Admin. Rules chapter 7511."

Section 705.1. Amend by deleting the phrase "Section 1103.9 of the International Fire Code" and replacing with the phrase "Section 915 of the Minnesota State Fire Code, as defined in Minn. Admin. Rules chapter 7511." Amend by deleting the phrase "International Residential Code" and replacing with the phrase "Minnesota State Building Code, as defined in Minn. Admin. Rules 1300.0020." Amend by deleting the phrase "Section R315 of."

(b) In the event of conflict between the provisions of the IPMC and any other applicable code or ordinance enforced by or in the city, the more restrictive provisions shall apply.

(c) Nothing in the IPMC adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any causes of action acquired or existing, under

any other code or ordinance enforced by or in the city, nor shall any just or legal right or remedy of any character be lost, impaired or affected.

Section 2. The effective date of this ordinance shall be the date of publication.

First Reading: April 20, 2021

Second Reading: May 4, 2021

Date of Publication: May 13, 2021

Date Ordinance Takes Effect: May 13, 2021

---

Jason Gadd, Mayor

---

Date

ATTEST:

---

Amy Domeier, City Clerk