

**HOPKINS CITY COUNCIL**

**AGENDA**

**Tuesday, May 2, 2023**

**6:30 pm**

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

**Schedule** HRA Regular Meeting, 6:30 p.m. – City Council Meeting immediately following meeting

**I. CALL TO ORDER**

**II. ADOPT AGENDA**

**III. PRESENTATIONS**

1. Proclamation for Asian/Pacific American Heritage Month; Imihy Bean
2. Update on the Green Line Extension Project; Jim Alexander
3. Beacon Presentation; Mayor Hanlon

**IV. CONSENT AGENDA**

1. Minutes of the April 18, 2023 City Council Regular Meeting Proceedings
2. Extension of On-Sale Liquor License for Pizza Luce VI, Inc. DBA Pizza Luce VI; Domeier
3. Ratify Checks Issued in April 2023; Bishop
4. Second Reading: Ordinance 2023-1188 Ordinance Temporarily Suspending Chapter 36 of the Hopkins City Code Regarding Maintenance of Vegetation; Imihy Bean

**V. PUBLIC HEARINGS**

**VI. OLD BUSINESS**

**VII. NEW BUSINESS**

1. Order Feasibility Report - 2024 Street and Utility Improvements, City Project 2023-10; Klingbeil

**VIII. PUBLIC COMMENT**

**IX. ANNOUNCEMENTS**

- Next City Council Regular Meetings: May 9 and 16 at 6:30 p.m.

**X. ADJOURN**



CITY OF HOPKINS

## City Council Report 2023-041

To: Honorable Mayor and Council Members  
Mike Mornson, City Manager

From: PeggySue Imihy Bean, Special Projects and Initiatives Manager

Date: May 2, 2023

Subject: Proclamation for Asian/Pacific American Heritage Month

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### **RECOMMENDED ACTION**

**MOTION TO** Adopt a Proclamation for Asian/Pacific American Heritage Month in Hopkins.

### **OVERVIEW**

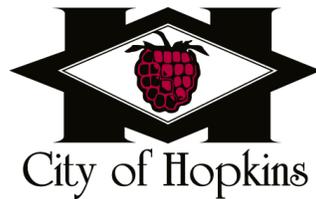
Asian/Pacific American Heritage month commemorates all Asian Americans and Pacific Island Americans in the United States. Asian/Pacific is a broad term encompassing all the Asian continent and the Pacific Islands of Melanesia, Micronesia, and Polynesia.

The month of May was chosen to commemorate the immigration of the first Japanese people to the United States on May 7, 1843, and to mark the anniversary of the completion of the transcontinental railroad on May 10, 1869. The majority of the workers who laid the tracks were Chinese immigrants.

Congress began recognizing various portions of May as Asian/Pacific Heritage Month as early as 1977. In 1992, Congress formally designated May as Asian/Pacific Heritage month.

### **SUPPORTING INFORMATION**

- Proclamation for Asian/Pacific American Heritage Month
- <https://www.asianpacificheritage.gov/about/>



## **A Proclamation Commemorating Asian/Pacific American Heritage Month**

**WHEREAS**, Asian/Pacific American Heritage Month, recognized during the Month of May, pays tribute to all Americans hailing from the Asian continent and the Pacific Islands of Melanesia, Micronesia, and Polynesia. Melanesia includes New Guinea, New Caledonia, Vanuatu, Fiji and the Solomon Islands. Micronesia includes the Marianas, Guam, Wake Island, Palau, Marshall Islands, Kiribati, Nauru, and the Federated States of Micronesia. Polynesia includes New Zealand, Hawaiian Islands, Rotuma, Midway Islands, Samoa, American Samoa, Tonga, Tuvalu, Cook Islands, French Polynesia, and Easter Island).

**WHEREAS**, Asian/Pacific Americans are the fastest growing ethnic minority group in the United States of American, and are recognized for their contributions to the United States of America, and to celebrate the culture and history of this ethnic minority group; and

**WHEREAS**, May was designated as Asian American and Pacific Islander Heritage Month because of the first documented arrival of Japanese immigrants to the United States on May 7, 1843, and the completion of the first transcontinental railroad on May 10, 1869, which was completed mostly by Chinese Immigrant laborers; and

**WHEREAS**, the first documented arrival of an Asian or Pacific Islander person to Minnesota occurred in Duluth, Minnesota in 1875, and Minnesota has provided asylum and relocation for many Asian refugees, from the Vietnamese, Laotians, Cambodians, and Hmong in the 1970's and 1980's and Tibetans and Karen peoples during the 1990's, while other Asian and Pacific Islanders have immigrated to Minnesota in their pursuit of opportunities and freedom; and

**WHEREAS**, Asian American and Pacific Islanders have been subjected to discriminatory treatment throughout their time in the United States, including the wrongful internment of Japanese Americans during World Ward II and recent irrational blame for the COVID-19 pandemic; and

**WHEREAS**, the City of Hopkins recognizes our Asian/Pacific American community members, City staff and local businesses, restaurants and cultural institutions including Hopkins Public School Chinese Immersion Program XinXing for their positive impact on the community; and

**WHEREAS**, Asian American and Pacific Islanders have made the United States and the City of Hopkins a better place through their hard work, initiative, creativity, and sharing of their cultural heritage, and deserve to be recognized for their achievements and participation in our civic life; and

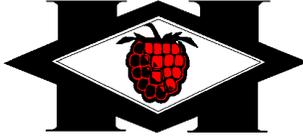
**NOW THEREFORE**, I, Patrick Hanlon, Mayor of the City of Hopkins in the State of Minnesota, along with my fellow Council Members, recognize, adopt, and proclaim the

month of May 2023, as Asian American and Pacific Islander Heritage Month in the City of Hopkins, and urge all residents to observe this month with appropriate programs, activities, and ceremonies, and to honor the contributions of Asian Americans and Pacific Islanders throughout the year.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Hopkins, Minnesota to be affixed this 2nd day of May, 2023.

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Patrick Hanlon, Mayor



**CITY OF HOPKINS**

**Planning & Economic  
Development**

## **Memorandum**

To: Honorable Mayor and Council Members  
Mike Mornson, City Manager

From: Kersten Elverum, Director of Planning & Development

Date: May 2, 2023

Subject: Update on the Green Line Extension Project

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### **PURPOSE**

Jim Alexander, Project Director for the Green Line Extension, will be at the May 2, 2023, City Council meeting to provide an update on the project.

### **INFORMATION**

Mr. Alexander will provide an overview of the LRT project as well as highlight elements unique to Hopkins including the proposed Rail Support Facility and future development opportunities at the Shady Oak Station.

### **FUTURE ACTION**

Presentation only.

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
APRIL 18, 2023**

**CALL TO ORDER**

Pursuant to due call and notice thereof a regular meeting of the Hopkins City Council was held on Tuesday, April 18, 2023, at 6:30 p.m. in the Council Chambers at City Hall, 1010 1<sup>st</sup> Street South.

Mayor Pro Tempore Hunke called the meeting to order with Council Members Balan, Beck and Garrido attending. Mayor Hanlon was absent. Others attending included City Manager Mornson, Assistant City Manager Lenz, Finance Director Bishop, Deputy City Clerk Vidoloff, and Special Projects and Initiatives Manager Imihy Bean.

**ADOPT AGENDA**

**Motion** by Balan. **Second** by Garrido.

**Motion** to Adopt the Agenda.

**Ayes: Balan, Beck, Garrido, Hunke**

**Nays: None. Absent Hanlon. Motion carried.**

**PRESENTATIONS**

**III.1. Update from Hopkins Westwind Concert Band**

Mike Anderson, Conductor, and Doug Martin, Band President, from Hopkins Westwind Concert Band provided information on the band's events over the past year and shared plans for the upcoming year. 2023 is the 40<sup>th</sup> anniversary of the Band and there are approximately seven charter members who still play with the band. Conductor Anderson requested the City Council issue a proclamation for June 4, the day of the Spring Concert, similar to one that was issued for the 20<sup>th</sup> anniversary. City Manager Mornson said staff would prepare that request for the City Council upon receiving the language for the proclamation from Conductor Anderson.

**III.2. Update from Hennepin County Commissioner Chris LaTondresse**

Chris LaTondresse, Hennepin County Commissioner for District 6, provided updates to the City Council. Mr. LaTondresse noted, among other things, the success of the embedded social work program and Elevate Hennepin, a no-cost business advising resource for entrepreneurs.

**III.3. Proclamation for Arbor Day; Imihy Bean**

Special Projects and Initiatives Manager Imihy Bean provided information about Arbor Day and the event scheduled for April 28. The event will be held at the Hopkins Pavilion at 1300 as the ground is not unfrozen enough to allow for tree planting.

**Motion** by Beck. **Second** by Balan.

**Motion** to Adopt a Proclamation for Arbor Day in Hopkins.

**Ayes: Balan, Beck, Garrido, Hunke**

**Nays: None. Absent Hanlon. Motion carried.**

**CONSENT AGENDA**

**Motion** by Balan. **Second** by Garrido.

**Motion** to Approve the Consent Agenda.

1. Minutes of the April 4, 2023 City Council Regular Meeting Proceedings; Domeier
2. Extension of On-Sale Liquor License and Approval of Temporary Liquor License for LTD Brewing LLC DBA LTD Brewing Co.; Domeier
3. Approval of Temporary Liquor License for Minnesota Food Truck Association; Domeier
4. Authorize Staff to Enter into an Agreement with Tier Mobility D/B/A Spin for Micromobility Sharing Operations; Imihy Bean
5. Approval of the 2023 Use Agreement between the City of Hopkins and the Hopkins Farmers Market; Elverum

**Ayes: Balan, Beck, Garrido, Hunke**

**Nays: None. Absent Hanlon. Motion carried.**

**NEW BUSINESS**

**VII.1. Adoption of Proclamation Commemorating No Mow May and First Reading of an Ordinance Temporarily Suspending Chapter 36 of the Hopkins City Code Regarding Maintenance of Vegetation; Imihy Bean**

Special Projects and Initiative Manager Imihy Bean summarized Council Report 2023-036. Ms. Imihy Bean shared the initiatives recognizing No Mow May.

**Motion** by Balan. **Second** by Garrido.

**Motion** to Adopt a Proclamation Commemorating No Mow May.

**Ayes: Balan, Beck, Garrido, Hunke**

**Nays: None. Absent Hanlon. Motion carried.**

**Motion** by Beck. **Second** by Balan.

**Motion** to Adopt First Reading of an Ordinance Temporarily Suspending Chapter 36 of the Hopkins City Code Regarding Maintenance of Vegetation.

**Ayes: Balan, Beck, Garrido, Hunke**

**Nays: None. Absent Hanlon. Motion carried.**

**VII.2. Fourth Quarter Financial Update; Bishop**

Finance Director Bishop presented the fourth quarter financial report and unaudited results. Member Balan asked about the role of allocated revenue. Director Bishop discussed how American Recovery Pandemic Act (ARPA) federal funding had been allocated to areas, such as the Arts Center, which was unable to earn its usual amount

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
APRIL 18, 2023**

of revenue due to the pandemic. Member Beck discussed using unallocated funds for the Arts Center that most directly benefits the residents of Hopkins.

**ANNOUNCEMENTS**

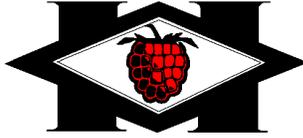
Mayor Pro Tempore Hunke reviewed the upcoming meeting schedule.

**ADJOURNMENT**

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

Respectfully Submitted,

  
Ann M. Vidoloff, Deputy City Clerk



CITY OF HOPKINS

Administration

## City Council Report 2023-040

To: Honorable Mayor and Council Members  
Mike Mornson, City Manager

From: Amy Domeier, City Clerk

Date: May 2, 2023

Subject: Extension of On-Sale Liquor License for Pizza Luce VI, Inc. DBA Pizza Luce VI

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### RECOMMENDED ACTION

**MOTION TO** Approve the Extension of On-Sale Liquor License to Pizza Luce VI, Inc. DBA Pizza Luce VI (Pizza Luce) for their events scheduled on May 6 and June 3, 2023.

### OVERVIEW

Pizza Luce has submitted a request to extend their on-sale liquor for events and liquor sales that will be located within their parking lot. Pizza Luce is required to submit a Certificate of Insurance that includes liquor sales in the parking lot for both events.

The extension is only valid for the following events, dates and times:

- Saturday, May 6 from Noon to closing for the Grand Fondo bike event.
- Saturday, June 3 from 8 a.m. to 8 p.m. for the Tour De Luce event (the event starts at 7:30 a.m. but State Statute does not allow for liquor sales to commence until 8 a.m.; and

### SUPPORTING INFORMATION

- The request and certificate of insurance are on file in the City Clerk's office.



CITY OF HOPKINS

Finance Department

## City Council Report 2023-043

To: Honorable Mayor and Council Members  
Mike Mornson, City Manager

From: Nicholas Bishop, Finance Director

Date: May 2, 2023

Subject: Ratify Checks Issued in April 2023

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### **RECOMMENDED ACTION**

**MOTION TO** Ratify Checks issued between March 31, 2023 and April 27, 2023 with numbers 130435 thru 130737 for total distribution of \$2,156,537.52.

### **OVERVIEW**

The checks issued, along with the purpose for those payments are attached for your review.

The check registers and detail of those checks can be reviewed at any time in the Finance Department.

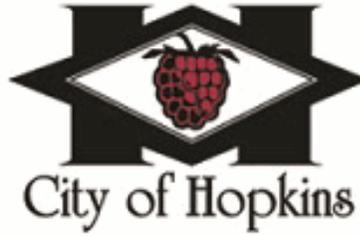
### **SUPPORTING INFORMATION**

- Check Register

# Accounts Payable

## Checks by Date - Summary by Check Date

User: cdahlstrom@hopkinsmn.com  
Printed: 4/27/2023 10:10 AM



1010 First Street South  
Hopkins, MN 55343

952-935-8474  
M-F, 8 am-4:30 pm  
[www.hopkinsmn.com](http://www.hopkinsmn.com)

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
130435	01328	AIRGAS USA	04/06/2023	0.00	391.28
130436	28602	APPLIED CONCEPTS INC	04/06/2023	0.00	10,900.00
130437	31463	BEL HOLDINGS LLC	04/06/2023	0.00	346.19
130438	27782	BOUND TREE MEDICAL LLC	04/06/2023	0.00	633.60
130439	03160	CENTERPOINT ENERGY MINNEGASCO	04/06/2023	0.00	26.06
130440	28981	CHESTNUT CAMBRONNE PA	04/06/2023	0.00	15,586.68
130441	30127	CINTAS CORPORATION NO. 2	04/06/2023	0.00	213.16
130442	27467	CITY OF ST PAUL	04/06/2023	0.00	400.00
130443	26951	COMCAST	04/06/2023	0.00	14.70
130444	26951	COMCAST	04/06/2023	0.00	69.95
130445	26951	COMCAST	04/06/2023	0.00	2.10
130446	26951	COMCAST	04/06/2023	0.00	10.50
130447	26951	COMCAST	04/06/2023	0.00	10.50
130448	26951	COMCAST	04/06/2023	0.00	69.95
130449	31412	CONWAY SHIELD INC	04/06/2023	0.00	1,739.20
130450	03640	CPT SERVICES, INC	04/06/2023	0.00	603.75
130451	03800	CULLIGAN - METRO	04/06/2023	0.00	613.11
130452	28747	CULLIGAN BOTTLED WATER CO	04/06/2023	0.00	569.30
130453	03808	CUMMINS SALES AND SERVICE	04/06/2023	0.00	615.71
130454	01523	EARL F. ANDERSEN, INC	04/06/2023	0.00	486.70
130455	29398	ENTERPRISE FLEET MANAGEMENT	04/06/2023	0.00	2,760.51
130456	30428	GALLAGHER BENEFIT SERVICES INC	04/06/2023	0.00	5,500.00
130457	07564	GOPHER STATE ONE-CALL, INC	04/06/2023	0.00	91.80
130458	07689	GRAFIX SHOPPE	04/06/2023	0.00	1,730.00
130459	07681	GRAINGER, INC	04/06/2023	0.00	26.69
130460	31143	SARA HALPERN	04/06/2023	0.00	215.00
130461	29060	HD SUPPLY INC	04/06/2023	0.00	637.36
130462	08166	HENNEPIN CTY TREASURER	04/06/2023	0.00	1,973.07
130463	27248	HENNEPIN CTY TREASURER	04/06/2023	0.00	1,252.00
130464	08576	HOPKINS F.D. RELIEF ASSOC	04/06/2023	0.00	1,230.00
130465	08620	HOPKINS ROTARY	04/06/2023	0.00	750.00
130466	09534	INTERSTATE BATTERY SYSTEM	04/06/2023	0.00	1,213.76
130467	30269	JANELLE JASPERS JONES	04/06/2023	0.00	280.00
130468	11013	KATH FUEL OIL SERVICE	04/06/2023	0.00	1,668.99
130469	29366	KAY PARK & RECREATION	04/06/2023	0.00	18,850.00
130470	11161	KENNEDY & GRAVEN, CHARTERED	04/06/2023	0.00	6,884.75
130471	11583	KONE INC	04/06/2023	0.00	5,882.39
130472	03369	LEAGUE OF MN CITIES	04/06/2023	0.00	1,060.00
130473	12200	LHB INC	04/06/2023	0.00	3,314.00
130474	12328	LITTLE FALLS MACHINE INC	04/06/2023	0.00	175.17
130475	30145	ZACH LUNDBERG	04/06/2023	0.00	550.00
130476	13012	MACQUEEN EQUIPMENT INC	04/06/2023	0.00	340,715.24
130477	30998	MASTER TECHNOLOGY GROUP INC	04/06/2023	0.00	12,428.55
130478	30277	SIAMA MATUZUNGIDI	04/06/2023	0.00	1,250.00
130479	31305	MARY MCCALLUM	04/06/2023	0.00	360.00
130480	29025	METERING & TECHNOLOGY SOLUTIC	04/06/2023	0.00	5,999.90
130481	28665	METRO ALARM & LOCK	04/06/2023	0.00	630.00

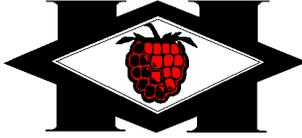
Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
130482	13172	METRO ELEVATOR, INC	04/06/2023	0.00	184.00
130483	13182	METROPOLITAN AREA MANAGERS A	04/06/2023	0.00	25.00
130484	13179	METROPOLITAN COUNCIL	04/06/2023	0.00	145,973.17
130485	31464	BRYAN MILLER	04/06/2023	0.00	120.00
130486	13354	MN BENEFIT ASSOCIATION	04/06/2023	0.00	84.18
130487	13412	MN TROPHIES	04/06/2023	0.00	6,978.90
130488	30300	NORDIC SOLAR HOLDCO LLC	04/06/2023	0.00	3,982.77
130489	26974	O'REILLY AUTO PARTS	04/06/2023	0.00	39.76
130490	31306	TERRI OSLAND	04/06/2023	0.00	192.00
130491	31434	PARRY PARASCHOU	04/06/2023	0.00	200.00
130492	27622	PERFORMANCE PLUS LLC	04/06/2023	0.00	36.00
130493	31460	PLAN IT SOFTWARE LLC	04/06/2023	0.00	1,200.00
130494	16440	PLASTIC BAGMART INC	04/06/2023	0.00	1,318.00
130495	30199	PULSE ELECTRIC	04/06/2023	0.00	2,050.00
130496	17806	QWEST CORP	04/06/2023	0.00	61.08
130497	31461	ANDREW SEGAL	04/06/2023	0.00	265.00
130498	29537	SMSC ENTERPRISES	04/06/2023	0.00	381.00
130499	19520	SNAP PRINT INC	04/06/2023	0.00	131.95
130500	19766	STAR TRIBUNE	04/06/2023	0.00	196.20
130501	19777	STREICHERS	04/06/2023	0.00	4,405.27
130502	19777	STREICHERS	04/06/2023	0.00	492.00
130503	29254	TARGETSOLUTIONS LEARNING LLC	04/06/2023	0.00	1,897.00
130504	29729	T-MOBILE USA, INC.	04/06/2023	0.00	25.00
130505	29795	TRANE	04/06/2023	0.00	481.58
130506	30093	TRANSUNION RISK AND ALTERNATIV	04/06/2023	0.00	294.00
130507	20687	TRI-STATE BOBCAT INC	04/06/2023	0.00	1,500.00
130508	20887	TWIN CITY WATER CLINIC	04/06/2023	0.00	1,360.00
130509	31462	UTILITY LOCATING LLC	04/06/2023	0.00	795.00
130510	29475	VERIZON WIRELESS	04/06/2023	0.00	105.03
130511	29490	VERIZON WIRELESS	04/06/2023	0.00	714.40
130512	30819	VERIZON WIRELESS	04/06/2023	0.00	470.50
130513	25080	XCEL ENERGY	04/06/2023	0.00	3,792.66
130514	25080	XCEL ENERGY	04/06/2023	0.00	526.37
130515	25080	XCEL ENERGY	04/06/2023	0.00	74.48
130516	25080	XCEL ENERGY	04/06/2023	0.00	40.50
130517	25080	XCEL ENERGY	04/06/2023	0.00	56.11
130518	25080	XCEL ENERGY	04/06/2023	0.00	1,093.20
130519	25080	XCEL ENERGY	04/06/2023	0.00	474.94
130520	25080	XCEL ENERGY	04/06/2023	0.00	522.73
130521	25080	XCEL ENERGY	04/06/2023	0.00	336.02
130522	25080	XCEL ENERGY	04/06/2023	0.00	692.81
130523	25080	XCEL ENERGY	04/06/2023	0.00	27.33
130524	25080	XCEL ENERGY	04/06/2023	0.00	35.26
Total for 4/6/2023:				0.00	634,362.82
130525	31465	RIYAN ABDI	04/13/2023	0.00	52.50
130526	30364	ABDO LLP	04/13/2023	0.00	27,000.00
130527	28600	APPLE VALLEY FORD LINCOLN	04/13/2023	0.00	10.96
130528	29817	GARY BINGER	04/13/2023	0.00	3,800.00
130529	31470	BLOOMINGTON HEATING & AIR	04/13/2023	0.00	15.00
130530	02563	BOLTON & MENK, INC	04/13/2023	0.00	16,644.32
130531	31400	BZDOK INSPECTIONS INC	04/13/2023	0.00	982.50
130532	29416	CDW GOVERNMENT	04/13/2023	0.00	820.66
130533	03160	CENTERPOINT ENERGY MINNEGASC	04/13/2023	0.00	19,147.30
130534	29854	CENTURY COLLEGE	04/13/2023	0.00	2,300.00
130535	28430	CENTURY LINK	04/13/2023	0.00	152.51

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
130536	30217	GWEN CHYNOWETH	04/13/2023	0.00	343.00
130537	30411	JAMES CLARK	04/13/2023	0.00	1,970.50
130538	31158	CLARK COMPANIES INCORPORATED	04/13/2023	0.00	18,225.14
130539	30560	COMPUTER INTEGRATION TECHNOLOG	04/13/2023	0.00	250.00
130540	30966	DELTA FIRE & SAFETY INC	04/13/2023	0.00	196.40
130541	31383	DETECTACHEM INC	04/13/2023	0.00	272.30
130542	05481	EMERGENCY APPARATUS MAINT INC	04/13/2023	0.00	1,630.49
130543	29006	ENTERPRISE FLEET MANAGEMENT	04/13/2023	0.00	3,735.00
130544	31076	FERGUSON US HOLDINGS INC	04/13/2023	0.00	3,902.20
130545	31468	ABBY FINIS	04/13/2023	0.00	4,231.50
130546	06567	FORCE AMERICA	04/13/2023	0.00	220.00
130547	07185	GENUINE PARTS	04/13/2023	0.00	1,052.43
130548	07681	GRAINGER, INC	04/13/2023	0.00	178.06
130549	29377	GRAINGER, INC	04/13/2023	0.00	839.48
130550	29820	GROUP HEALTH PLAN INC	04/13/2023	0.00	1,328.00
130551	30859	HENNEPIN COUNTY GOVERNMENT C	04/13/2023	0.00	20.00
130552	08186	HENNEPIN CTY TREASURER	04/13/2023	0.00	87.00
130553	08223	HENNEPIN CTY TREASURER	04/13/2023	0.00	10,615.50
130554	29818	HIAWATHA TREE SERVICE INC.	04/13/2023	0.00	9,000.00
130555	08336	HIRSHFIELDS	04/13/2023	0.00	83.96
130556	08576	HOPKINS F.D. RELIEF ASSOC	04/13/2023	0.00	120.00
130557	31441	HOWMEDICA OSTEONICS CORP	04/13/2023	0.00	180.96
130558	09578	INNOVATIVE OFFICE SOLUTIONS LLC	04/13/2023	0.00	2,040.50
130559	09534	INTERSTATE BATTERY SYSTEM	04/13/2023	0.00	694.80
130560	09002	I-STATE TRUCK CENTER	04/13/2023	0.00	310.36
130561	27456	JAZZ88 KBEM	04/13/2023	0.00	875.00
130562	03369	LEAGUE OF MN CITIES	04/13/2023	0.00	1,770.00
130563	29529	LEXISNEXIS RISK SOLUTIONS	04/13/2023	0.00	93.79
130564	13047	MARCO	04/13/2023	0.00	230.00
130565	13275	MICRO CENTER	04/13/2023	0.00	99.98
130566	30363	MINNEAPOLIS OXYGEN COMPANY	04/13/2023	0.00	94.12
130567	09085	MISSION SQUARE - ROTH IRA - 70626	04/13/2023	0.00	986.40
130568	28599	MN PUBLIC RADIO	04/13/2023	0.00	833.00
130569	31466	LAYLO MOHAMED	04/13/2023	0.00	52.50
130570	31467	SUMEYA OSMAN	04/13/2023	0.00	52.50
130571	27622	PERFORMANCE PLUS LLC	04/13/2023	0.00	297.00
130572	30199	PULSE ELECTRIC	04/13/2023	0.00	5,447.00
130573	31444	PURE PRAIRIE LEAGUE COMPANY	04/13/2023	0.00	1,622.00
130574	30452	RACO MANUFACTURING & ENGINEE	04/13/2023	0.00	1,350.00
130575	31469	RAFTELIS FINANCIAL CONSULTANTS	04/13/2023	0.00	11,775.00
130576	18121	RDO EQUIPMENT CO.	04/13/2023	0.00	60.33
130577	18164	RED WING BUSINESS ADVANTAGE AC	04/13/2023	0.00	202.49
130578	18327	REINDERS INC	04/13/2023	0.00	1,935.00
130579	31120	REPUBLIC SERVICES INC	04/13/2023	0.00	32,781.82
130580	09084	MISSION SQUARE RETIREMENT TRUS	04/13/2023	0.00	2,573.82
130581	31271	MARY ANN ROLLOFF	04/13/2023	0.00	353.50
130582	19004	SAMARITAN TIRE COMPANY	04/13/2023	0.00	1,170.04
130583	19520	SNAP PRINT INC	04/13/2023	0.00	268.42
130584	30495	SPEEDWAY LLC	04/13/2023	0.00	65.00
130585	29200	SPRINGBROOK SOFTWARE INC	04/13/2023	0.00	1,373.50
130586	28590	ST CLOUD STATE UNIV	04/13/2023	0.00	3,520.00
130587	29644	TRENCHERS PLUS	04/13/2023	0.00	478.50
130588	20687	TRI-STATE BOBCAT INC	04/13/2023	0.00	2,833.74
130589	29473	VERIZON WIRELESS	04/13/2023	0.00	416.37
130590	31361	VIQ SOLUTIONS INC	04/13/2023	0.00	76.88
130591	28123	WRAP CITY GRAPHICS INC	04/13/2023	0.00	190.00
130592	25080	XCEL ENERGY	04/13/2023	0.00	10,770.65

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
130593	26320	ZIEGLER, INC	04/13/2023	0.00	5,152.00
Total for 4/13/2023:				0.00	222,253.68
130594	30364	ABDO LLP	04/20/2023	0.00	11,800.00
130595	01125	ADT SECURITY SERVICES	04/20/2023	0.00	335.04
130596	01328	AIRGAS USA	04/20/2023	0.00	263.81
130597	28840	AUDIO LOGIC SYSTEMS	04/20/2023	0.00	285.00
130598	30481	BATTERIES PLUS BULBS #018	04/20/2023	0.00	160.40
130599	30899	BAUERS MINNOCO	04/20/2023	0.00	37.06
130600	31366	BH AGGREGATE SERVICES INC	04/20/2023	0.00	540.00
130601	02563	BOLTON & MENK, INC	04/20/2023	0.00	402.50
130602	27822	BRADS PRO AUDIO	04/20/2023	0.00	800.00
130603	30912	BRIN GLASS COMPANY	04/20/2023	0.00	561.00
130604	28974	CHASTITY ANNE BROWN	04/20/2023	0.00	4,000.00
130605	26976	BUCKEYE INTERNATIONAL INC	04/20/2023	0.00	51.24
130606	28430	CENTURY LINK	04/20/2023	0.00	687.51
130607	31267	CINTAS CORPORATION	04/20/2023	0.00	95.67
130608	30127	CINTAS CORPORATION NO. 2	04/20/2023	0.00	213.16
130609	03328	CITY OF MINNETONKA	04/20/2023	0.00	280,000.00
130610	26951	COMCAST	04/20/2023	0.00	404.74
130611	26951	COMCAST	04/20/2023	0.00	135.97
130612	26951	COMCAST	04/20/2023	0.00	152.80
130613	26951	COMCAST	04/20/2023	0.00	236.49
130614	26951	COMCAST	04/20/2023	0.00	142.39
130615	30560	COMPUTER INTEGRATION TECHNOLOG	04/20/2023	0.00	2,372.00
130616	31384	CONSOLIDATED COMMUNICATIONS I	04/20/2023	0.00	165.31
130617	31032	COVERALL NORTH AMERICA	04/20/2023	0.00	5,423.50
130618	03800	CULLIGAN - METRO	04/20/2023	0.00	315.00
130619	03808	CUMMINS SALES AND SERVICE	04/20/2023	0.00	2,878.28
130620	04168	DEM-CON LANDFILL, INC	04/20/2023	0.00	259.07
130621	04690	DRISKILLS FOODS	04/20/2023	0.00	143.10
130622	04690	DRISKILLS FOODS	04/20/2023	0.00	11.97
130623	01523	EARL F. ANDERSEN, INC	04/20/2023	0.00	300.30
130624	29520	ECOLAB	04/20/2023	0.00	466.00
130625	30431	EHLERS INVESTMENT PARTNERS LLC	04/20/2023	0.00	2,065.11
130626	05481	EMERGENCY APPARATUS MAINT INC	04/20/2023	0.00	1,814.02
130627	27569	EMERGENCY AUTOMOTIVE TECHNO	04/20/2023	0.00	6,623.12
130628	29398	ENTERPRISE FLEET MANAGEMENT	04/20/2023	0.00	5,940.36
130629	28971	EXCELSIOR MOTOR VEHICLE CENTE	04/20/2023	0.00	10,963.12
130630	31474	GRANITE TELECOMMUNICATIONS LI	04/20/2023	0.00	752.93
130631	08004	HANCE HARDWARE, INC	04/20/2023	0.00	632.71
130632	08038	HAWKINS, INC	04/20/2023	0.00	1,773.00
130633	29060	HD SUPPLY INC	04/20/2023	0.00	303.25
130634	29748	HENNEPIN COUNTY PUBLIC WORKS -	04/20/2023	0.00	10,322.61
130635	08179	HENNEPIN CTY TREASURER	04/20/2023	0.00	1,687.00
130636	30541	HENNEPIN HEALTHCARE SYSTEM IN	04/20/2023	0.00	550.00
130637	31472	HOMETOWN FIBER LLC	04/20/2023	0.00	2,495.75
130638	08571	HOPKINS BUSINESS & CIVIC ASSN	04/20/2023	0.00	375.00
130639	29345	IMPACT MAILING OF MN	04/20/2023	0.00	2,415.16
130640	31473	INVICTI SECURITY CORP	04/20/2023	0.00	4,500.00
130641	30320	KIESLERS POLICE SUPPLY INC	04/20/2023	0.00	111.90
130642	31471	MAXWELL MARS	04/20/2023	0.00	800.00
130643	30998	MASTER TECHNOLOGY GROUP INC	04/20/2023	0.00	2,132.00
130644	13167	MENARDS	04/20/2023	0.00	51.71
130645	13172	METRO ELEVATOR, INC	04/20/2023	0.00	184.00
130646	13179	METROPOLITAN COUNCIL	04/20/2023	0.00	610,117.20

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
130647	13275	MICRO CENTER	04/20/2023	0.00	59.97
130648	31362	MINNESOTA TRUCK AND TRAILER SC	04/20/2023	0.00	2,980.00
130649	13399	MN SAFETY COUNCIL, INC	04/20/2023	0.00	483.00
130650	29753	NOVACARE REHABILITATION	04/20/2023	0.00	120.00
130651	29317	OFFICE OF MN IT SERVICES	04/20/2023	0.00	136.50
130652	29452	OFFICE OF MN IT SERVICES	04/20/2023	0.00	293.43
130653	15441	OLSEN CHAIN AND CABLE CO INC	04/20/2023	0.00	75.14
130654	16337	PIRTEK PLYMOUTH	04/20/2023	0.00	409.75
130655	28862	PRAIRIE LAWN AND GARDEN INC	04/20/2023	0.00	113.36
130656	30125	PROJECT COMPANY FINCO PHASE III	04/20/2023	0.00	24,604.74
130657	19085	SCHINDLER ELEVATOR CORP	04/20/2023	0.00	402.45
130658	19681	SRF CONSULTING GROUP INC	04/20/2023	0.00	998.96
130659	28590	ST CLOUD STATE UNIV	04/20/2023	0.00	490.00
130660	19824	SUNSHINE CAR WASH	04/20/2023	0.00	32.26
130661	31349	LISA TABOR	04/20/2023	0.00	7,000.00
130662	20560	TOLL GAS & WELDING SUPPLY	04/20/2023	0.00	191.34
130663	29795	TRANE	04/20/2023	0.00	136.70
130664	29458	VERIZON WIRELESS	04/20/2023	0.00	2,837.86
130665	27900	WATER CONSERVATION SERVICES	04/20/2023	0.00	357.51
130666	26320	ZIEGLER, INC	04/20/2023	0.00	9,787.02
Total for 4/20/2023:				0.00	1,031,759.25
130667	01044	ABLE HOSE & RUBBER INC	04/27/2023	0.00	67.35
130668	31331	ACME ELECTRIC MOTOR INC	04/27/2023	0.00	1,321.99
130669	29535	ADVANCED ENGINEERING	04/27/2023	0.00	12,682.00
130670	28422	ADVANCED IMAGING SOLUTIONS	04/27/2023	0.00	1,098.42
130671	30728	AFSCME COUNCIL 5	04/27/2023	0.00	798.37
130672	30933	ANCHOR SOLAR INVESTMENTS LLC	04/27/2023	0.00	3,556.20
130673	01600	APACHE GROUP	04/27/2023	0.00	479.05
130674	28600	APPLE VALLEY FORD LINCOLN	04/27/2023	0.00	339.90
130675	30899	BAUERS MINNOCO	04/27/2023	0.00	169.99
130676	26976	BUCKEYE INTERNATIONAL INC	04/27/2023	0.00	97.31
130677	29416	CDW GOVERNMENT	04/27/2023	0.00	2,601.01
130678	26951	COMCAST	04/27/2023	0.00	286.85
130679	26951	COMCAST	04/27/2023	0.00	355.35
130680	26951	COMCAST	04/27/2023	0.00	355.35
130681	27060	CROWN MARKING INC	04/27/2023	0.00	137.76
130682	28898	ECM PUBLISHERS INC	04/27/2023	0.00	121.60
130683	05481	EMERGENCY APPARATUS MAINT INC	04/27/2023	0.00	12,732.09
130684	30601	FAE LSE 8 LLC	04/27/2023	0.00	6,097.76
130685	06008	FASTENAL CO	04/27/2023	0.00	28.44
130686	31076	FERGUSON US HOLDINGS INC	04/27/2023	0.00	324.95
130687	29491	FERGUSON WATERWORKS #2518	04/27/2023	0.00	3,846.59
130688	07689	GRAFIX SHOPPE	04/27/2023	0.00	285.00
130689	31476	VLAD GRUIN	04/27/2023	0.00	298.92
130690	08000	H & L MESABI	04/27/2023	0.00	2,215.16
130691	08001	HACH COMPANY	04/27/2023	0.00	394.30
130692	08038	HAWKINS, INC	04/27/2023	0.00	30.00
130693	30207	HEKA HEALTH, INC.	04/27/2023	0.00	500.00
130694	31342	HI-LINE ELECTRIC COMPANY INC	04/27/2023	0.00	213.29
130695	08627	HOME DEPOT CREDIT SERVICES	04/27/2023	0.00	305.70
130696	08625	HOPKINS POLICE ASSOCIATION	04/27/2023	0.00	1,260.00
130697	30941	HOPKINS POLICE CRIME FUND	04/27/2023	0.00	36.86
130698	09801	I.U.O.E. CENTRAL PENSION FUND	04/27/2023	0.00	1,760.00
130699	09002	I-STATE TRUCK CENTER	04/27/2023	0.00	764.54
130700	11161	KENNEDY & GRAVEN, CHARTERED	04/27/2023	0.00	21,447.38

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
130701	12012	LAW ENFORCEMENT LABOR SERVICE	04/27/2023	0.00	371.64
130702	30392	CIGNA LIFE INS COMP OF AMERICA -	04/27/2023	0.00	743.34
130703	30023	CIGNA LIFE INS COMP OF N AMERICA	04/27/2023	0.00	858.94
130704	30391	THE HARTFORD LTD	04/27/2023	0.00	2,315.14
130705	13167	MENARDS	04/27/2023	0.00	194.86
130706	13275	MICRO CENTER	04/27/2023	0.00	69.98
130707	13251	MINNEAPOLIS SAW INC	04/27/2023	0.00	995.29
130708	09085	MISSION SQUARE - ROTH IRA - 70626	04/27/2023	0.00	986.40
130709	27576	MN POLLUTION CONTROL AGENCY	04/27/2023	0.00	301.26
130710	27880	MORECOM INC	04/27/2023	0.00	12,442.00
130711	14582	NORTHWEST ASPHALT INC	04/27/2023	0.00	107,143.12
130712	15441	OLSEN CHAIN AND CABLE CO INC	04/27/2023	0.00	209.81
130713	15521	ON SITE COMPANIES	04/27/2023	0.00	521.00
130714	15521	ON SITE COMPANIES	04/27/2023	0.00	68.00
130715	15521	ON SITE COMPANIES	04/27/2023	0.00	799.71
130716	15880	OWENS SERVICE CORP- CHEMTEX	04/27/2023	0.00	631.00
130717	31477	PATRICK MILLER CONSTRUCTION IN	04/27/2023	0.00	13,000.00
130718	16565	POSTMASTER	04/27/2023	0.00	290.00
130719	31478	REGIONS HOSPITAL	04/27/2023	0.00	226.21
130720	08568	RESOURCE WEST	04/27/2023	0.00	18.98
130721	09084	MISSION SQUARE RETIREMENT TRUS	04/27/2023	0.00	2,572.61
130722	31461	ANDREW SEGAL	04/27/2023	0.00	337.50
130723	29143	SHRED IT USA	04/27/2023	0.00	74.37
130724	29384	SITEONE LANDSCAPE SUPPLY	04/27/2023	0.00	879.50
130725	19520	SNAP PRINT INC	04/27/2023	0.00	61.36
130726	19581	SOUTHWEST LOCK & KEY	04/27/2023	0.00	367.00
130727	30390	THE HARTFORD STD	04/27/2023	0.00	3,203.18
130728	19777	STREICHERS	04/27/2023	0.00	164.00
130729	20120	TDS METROCOM - MN	04/27/2023	0.00	99.10
130730	20687	TRI-STATE BOBCAT INC	04/27/2023	0.00	35,383.82
130731	21523	UNION LOCAL 49	04/27/2023	0.00	770.00
130732	21529	UNITED WAY	04/27/2023	0.00	38.46
130733	31479	USDN	04/27/2023	0.00	1,870.00
130734	29898	UTILITY LOGIC LLC	04/27/2023	0.00	256.25
130735	30017	VERIZON WIRELESS	04/27/2023	0.00	1,961.33
130736	22321	VIKING ELECTRIC SUPPLY INC	04/27/2023	0.00	104.13
130737	26320	ZIEGLER, INC	04/27/2023	0.00	823.00
Total for 4/27/2023:				0.00	268,161.77
Report Total (303 checks):				0.00	2,156,537.52



CITY OF HOPKINS

Administration

## City Council Report 2023-039

To: Honorable Mayor and Council Members  
Mike Mornson, City Manager

From: PeggySue Imihy Bean, Special Projects and Initiatives Manager

Date: May 2, 2023

Subject: Second Reading: Ordinance 2023-1188 Ordinance Temporarily  
Suspending Chapter 36 of the Hopkins City Code Regarding Maintenance  
of Vegetation

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### **RECOMMENDED ACTION**

**MOTION TO** Adopt Second Reading of Ordinance 2023-1188 Ordinance Temporarily  
Suspending Chapter 36 of the Hopkins City Code Regarding Maintenance of Vegetation

### **OVERVIEW**

The Staff offers a second reading of Ordinance 2023-1188 Ordinance Temporarily  
Suspending Chapter 36 of the Hopkins City Code Regarding Maintenance of Vegetation

### **SUPPORTING INFORMATION**

- Temporary Ordinance 2023-1188

**CITY OF HOPKINS  
COUNTY OF HENNEPIN**

**ORDINANCE NO. 2023-1188**

**ORDINANCE TEMPORARILY SUSPENDING CHAPTER 36 OF THE  
HOPKINS CITY CODE REGARDING MAINTENANCE OF VEGETATION**

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

**SECTION 1.** Section 36-176, Chapter 36, Article III of the Hopkins City Code is hereby temporarily suspended from May 1, 2023, to May 31, 2023.

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

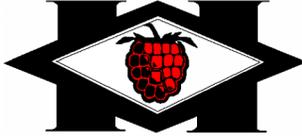
First Reading:	April 18, 2023
Second Reading:	May 2, 2023
Date of Publication:	May 11, 2023
Date Ordinance Takes Effect:	May 11, 2023

By:

\_\_\_\_\_  
Patrick Hanlon, Mayor

ATTEST:

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



Public Works Dept.

CITY OF HOPKINS

## City Council Report 2023-042

To: Honorable Mayor and Council Members  
Mike Mornson, City Manager

From: Eric Klingbeil, PE, City Engineer

Date: May 2, 2023

Subject: Order Feasibility Report - 2024 Street and Utility Improvements, City Project 2023-10

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### RECOMMENDED ACTION

**MOTION TO** Adopt Resolution 2023-016 ordering the preparation of a feasibility report for the 2024 Street and Utility Improvements and authorizing Mayor and City Manager to enter into an agreement with Bolton and Menk, Inc. to prepare the report.

### OVERVIEW

At the April 4, 2023 City Council meeting a pavement management plan update was provided, included in the discussion was the next project identified in the Capital Improvement Plan. At that meeting, staff was directed to prepare to begin to prepare to order a feasibility report to continue with street and utility improvements as identified in the Capital Improvement Plan.

Staff has worked with Bolton and Menk, Inc. to identify the most cost effective way to reconstruction the identified neighborhood. It was determined that separating the neighborhood into multiple discrete projects was the most efficient, cost effective, and least disruptive methodology. The attached project location map shows the proposed project sequencing. Based on current street and utility conditions, some segments that were not previously identified in the CIP have been added, while some segments have been reclassified to a street resurface project instead of a full reconstruction. An updated, high-level, cost estimate was also completed. This updated cost estimate reflects more up to date construction and interest costs, as well as the updated scope of construction and reconstruction. While costs for the year 2024 project have decreased slightly, overall the project cost, including street and utility reconstruction and street surface improvement areas, has increased from \$24,991,000 to \$29,240,000.

The first step in proceeding with the project is ordering a feasibility report. Staff has selected a qualified consultant to undertake topographic survey work, geotechnical evaluation, a benefit appraisal report, and the preliminary engineering report. The cost of these services is \$224,822. Final design and construction observation and administration services will be negotiated separately after the feasibility report phase and the councils ordering of the improvement project. Project areas identified as 2025 and 2026 are not included in the scope of this feasibility report.

By moving forward with feasibility for 2024, no commitment to future identified project areas is made. Ordering feasibility does not authorize the project. Conducting a public improvement hearing and ordering final plans will be Council action items at a future meeting.

#### **SUPPORTING INFORMATION**

- Consultant Proposal
- Project Location Map
- Resolution 2023-016

**CITY OF HOPKINS  
HENNEPIN COUNTY, MINNESOTA**

**RESOLUTION 2023-016**

**RESOLUTION ORDERING THE PREPARATION OF A FEASIBILITY REPORT FOR  
2024 STREET AND UTILITY IMPROVEMENTS  
CITY PROJECT 2023-10**

**WHEREAS**, the following streets are in need of reconstruction: 6<sup>th</sup> Avenue N from Mainstreet to 1<sup>st</sup> Street N, 7<sup>th</sup> Avenue N from the regional trail to Minnetonka Mills Road, 8<sup>th</sup> Avenue N from 2<sup>nd</sup> Street N to Minnetonka Mills Road, 1<sup>st</sup> Street N from 8<sup>th</sup> Avenue N to 5<sup>th</sup> Avenue N, 2<sup>nd</sup> Street N from 8<sup>th</sup> Avenue N to 5<sup>th</sup> Avenue N, and 3<sup>rd</sup> Street N from 8<sup>th</sup> Avenue N to 5<sup>th</sup> Street N; and

**WHEREAS**, City Staff is requesting that these streets be upgraded under the City's assessment policy even though no petition for the upgrade has been submitted; and

**WHEREAS**, The first step in the assessment procedure is the order of a feasibility report,

**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Hopkins hereby refers the proposed improvements to the firm Bolton and Menk, Inc. for study and that they be instructed to report to the Council with all convenient speed advising the Council in a primary way as to whether the proposed improvement is necessary, cost-effective, and feasible and as to whether it should best be made as proposed or in connection with some other improvement, and the estimated cost of the improvement as recommended.

Adopted by the City Council of the City of Hopkins this 2nd day of May, 2023.

By: \_\_\_\_\_  
Patrick Hanlon, Mayor

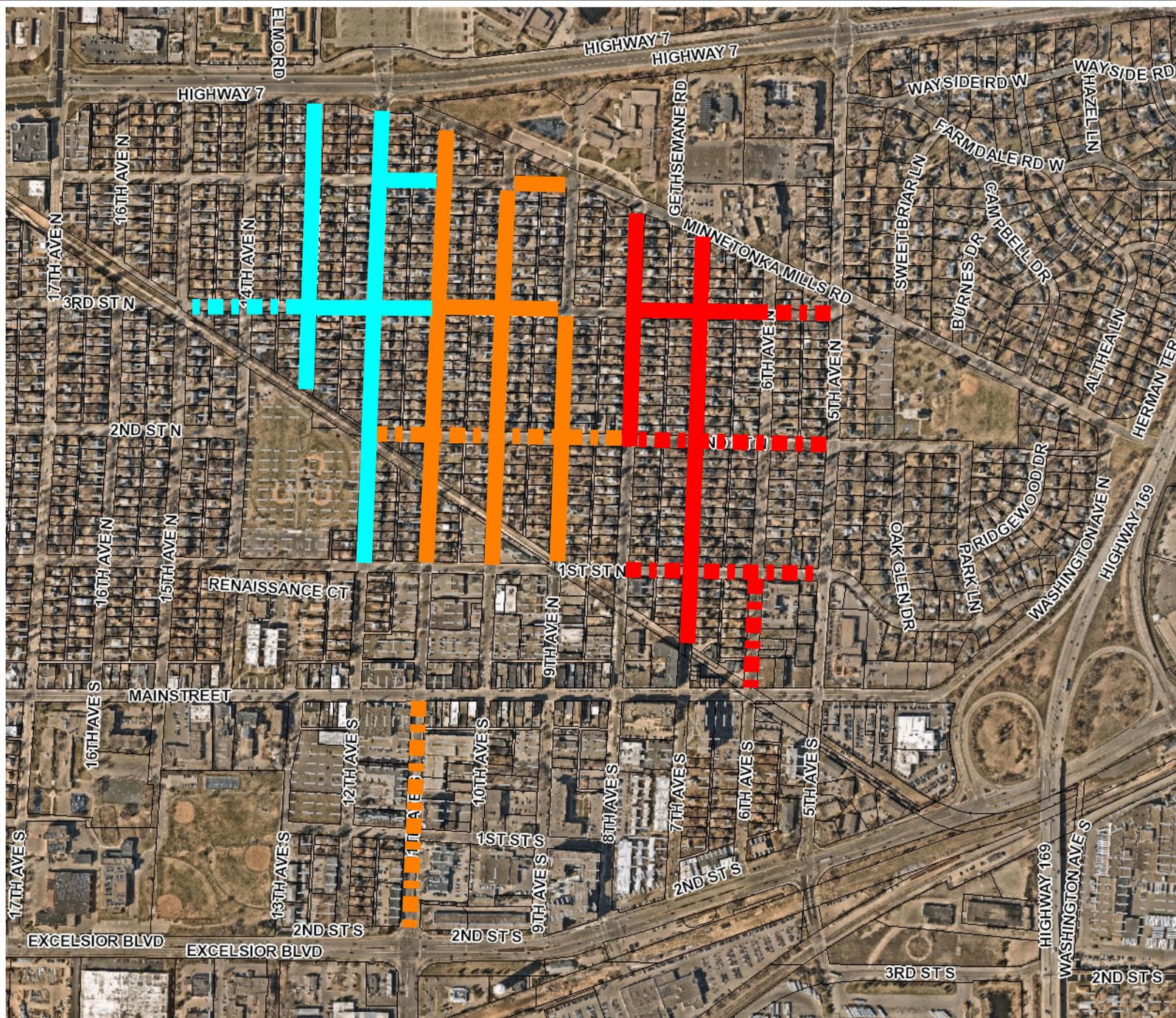
ATTEST:

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



### Legend

- City Limits
- Parcels 01/18/2023
- Lot Lines
  
- 2024 Recon
- 2024 Resurface
- 2025 Recon
- 2025 Resurface
- 2026 Recon
- 2026 Resurface



## 2024-2026 Improvements



### Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Hopkins is not responsible for any inaccuracies herein contained.

0 714 Feet





**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 25, 2023

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

Re: Proposal for Professional Engineering and Surveying Services  
Central Avenues Improvements – Phase 1: Topographic Survey & Feasibility Study  
City of Hopkins, Minnesota

Mr. Klingbeil:

We are pleased to offer you our proposal for professional engineering and surveying services for the feasibility phase of the City of Hopkins' Central Avenues Improvements – Phase 1. This proposal is based on our conversation and review of the project area, and our knowledge of the project needs based on past experience with similar infrastructure and recent projects within the City of Hopkins.

Our proposed fee for the topographic survey and feasibility phase of this project is \$224,822 for 1326 proposed hours of labor and efforts by specialized subconsultants. In addition to our standard topographic survey, preliminary design, feasibility report preparation, and public engagement, the proposed efforts include:

- Capital Improvement Plan Review
- Geotechnical Work by Braun Intertec

This proposal has been prepared in the form of our standard agreement consistent with past projects. In addition to the enclosed standard agreement, Exhibit I details the scope of work to be performed. The schedule presented in Exhibit I illustrates a streamlined schedule consistent with the approach followed by Hopkins on past projects, which is contingent upon the determined scope and schedule during the feasibility phase. If you have any questions regarding this proposal or would like to discuss any of its details, please do not hesitate to contact either of us.

We truly appreciate and value our continued working relationship with the City of Hopkins.

Sincerely,

**Bolton & Menk, Inc.**

Nicholas J. Amatuccio, P.E.  
Associate Project Manager

Michael J. Waltman, P.E.  
Principal Engineer  
Burnsville Office Manager

**AGREEMENT FOR PROFESSIONAL SERVICES**  
**PRELIMINARY DESIGN PHASE**  
**CENTRAL AVENUES IMPROVEMENTS – PHASE 1**  
**CITY OF HOPKINS, MINNESOTA**

This Agreement, made this 2<sup>nd</sup> day of May 2023, by and between CITY OF HOPKINS, 1010 1<sup>st</sup> St S, Hopkins, MN 55343, hereinafter referred to as CLIENT, and BOLTON & MENK, INC., 12224 Nicollet Avenue, Burnsville, MN 55337, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT requires professional services in conjunction with the CENTRAL AVENUES IMPROVEMENTS – PHASE 1 and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

**SECTION I - CONSULTANT'S SERVICES**

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit I.
- B. Upon mutual agreement of the parties hereto, Additional Services may be authorized as described in Exhibit I or as described in Paragraph IV.B.

**SECTION II - THE CLIENT'S RESPONSIBILITIES**

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all information related to the project in its custody at the disposal of the CONSULTANT for its use. Such information shall include but shall not be limited boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT. This obligation shall not include information that is classified as private or confidential under the Minnesota Government Data Practices Act (MGDPA), unless access to such information is essential to the CONSULTANT's scope of services, in which case the CLIENT shall establish in writing, and CONSULTANT shall comply with, any conditions governing access to and use of such private or confidential information.
- C. The CLIENT will guarantee access to and make all provisions for entry upon both public and private portions of the project and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.

- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.
- F. The CLIENT shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for completion of the consultant services described in this agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the project.
- H. The CLIENT will hire, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement.

### SECTION III - COMPENSATION FOR SERVICES

#### A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the following schedule of fees for the time spent in performance of Agreement services.

#### Schedule of Fees

<u>Classification</u>	<u>Hourly Rates</u>
Sr. Project Manager – Sr. Principal Engineer/Surveyor	\$155-280/Hour
Sr. Project Manager – Principal Engineer/Surveyor	\$150-225/Hour
Project Manager	\$135-195/Hour
Project/Design Engineer/Planner/Surveyor/Landscape Architect	\$120-190/Hour
Specialist (Nat. Resources; GIS; Traffic; Other)	\$90-150/Hour
Senior Technician (Inc. Survey <sup>1</sup> )	\$110-180/Hour
Technician (Inc. Survey <sup>1</sup> )	\$100-150/Hour
Administrative/Corporate Specialists	\$90-125/Hour
Structural/Electrical/Mechanical/Architect	\$120-\$150/Hour
<b>GPS/Robotic Survey Equipment</b>	<b>No Charge</b>
<b>CAD/Computer Usage</b>	<b>No Charge</b>
<b>Routine Photo Copying/Reproduction</b>	<b>No Charge</b>
<b>Routine Office Supplies</b>	<b>No Charge</b>
<b>Field Supplies/Survey Stakes &amp; Equipment</b>	<b>No Charge</b>
<b>Mileage</b>	<b>No Charge</b>

<sup>1</sup>No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for Survey Technicians.

2. Total cost for the services itemized under Exhibit I, Section A (Basic Services) is estimated to be \$224,822. Itemization of this cost is as shown in the attached DETAILED WORK PLAN and PROJECT FEES tables, attached hereto as Exhibit II.
3. In addition to the foregoing, CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for the following Direct Expenses when incurred in the performance of the work.
  - a. CLIENT approved outside (facilities not owned by CONSULTANT) computer services.
  - b. CLIENT approved outside professional and technical services.
  - c. Outside reproduction and reprographic charges.
  - d. Expendable field supplies and special field equipment rental.
  - e. Other costs for such additional items and services that the CLIENT may require the CONSULTANT to provide to fulfill the terms of this Agreement.
4. Additional services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.
5. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates. Itemized invoices identifying all work completed shall be submitted to the CLIENT by CONSULTANT and paid in the same manner as other claims made to the CLIENT.

## SECTION IV - GENERAL

### A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions. No warranty, express or implied, is made.

### B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope of the project from that described in Section I and/or the applicable addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. The CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such additional services and the CLIENT must approve an Additional Services in writing. The CLIENT may request an estimate of additional cost from the CONSULTANT, and upon receipt of the request, the CONSULTANT shall furnish such, prior to authorization of the changed scope of work.

### C. INDEPENDENT CONTRACTOR

The CONSULTANT shall at times be deemed an independent contractor. The CONSULTANT is not to be deemed an employee or agent of the CLIENT and has no authority to make any binding commitments or obligations on behalf of the CLIENT except to the extent expressly provided herein. All services provided by the CONSULTANT pursuant to this agreement shall be provide on an independent contractor basis not as an employee of the CLIENT for any purpose including, but not limited to, income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts, and eligibility for employee benefits.

### D. LIMITATION OF LIABILITY

CONSULTANT shall indemnify, defend, and hold harmless CLIENT and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CONSULTANT'S employees, agents, or subconsultants. In no event shall CLIENT be liable to CONSULTANT for consequential, incidental, indirect, special, or punitive damages.

CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CLIENT'S employees, agents, or consultants. In no event shall CONSULTANT be liable to CLIENT for consequential, incidental, indirect, special, or punitive damages.

Nothing contained in this Agreement shall be construed as a limitation on or waiver of any immunities or limitations on liability otherwise available to the CLIENT. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder. The CLIENT agrees to include a provision in all

contracts with contractors and other entities involved in this project to carry out the intent of the paragraph.

#### E. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability and excess umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the above liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. During the period of design and construction of the project, the CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this agreement. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. Prior to commencement of this Agreement, the CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days' prior written notice has been given to the CLIENT, and at least 10 days' prior written notice in the case of non-payment of premium.

#### F. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that

costs for project financing should be based upon contracted construction costs with appropriate contingencies.

#### G. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, schedules or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.

#### H. USE OF ELECTRONIC/DIGITAL DATA

Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of the PROJECT is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees). Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this AGREEMENT, unless such third party use and adaptation or distribution is explicitly authorized by this AGREEMENT.

#### I. DATA PRACTICES

All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of the CONSULTANT'S performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The Consultant agrees to abide by these statutes, rules and regulations and as they may be amended. In the event the CONSULTANT receives a request to release data, it shall notify CLIENT as soon as practical. The CLIENT will give instructions concerning release of data to requesting party and CONSULTANT will be reimbursed as Additional Services by CLIENT for its reasonable expenses in complying with the request.

J. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of two years or such other explicitly identified completion period, after which time the Agreement may be extended upon mutual agreement of both parties.

K. PAYMENTS

If CLIENT fails to make any payment due CONSULTANT for services and expenses within 60 days after date of the CONSULTANT'S itemized invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance. In addition after giving seven days' written notice to CLIENT, CONSULTANT may, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

L. TERMINATION

This Agreement may be terminated by the CLIENT for any reason or for convenience by the CLIENT upon seven (7) days written notice. The CONSULTANT may only terminate for non-payment by CLIENT upon CLIENT's failure to cure upon 30 days written notice.

M. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

**The CONSULTANT is an Equal Opportunity Employer** and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

O. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Minnesota.

P. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law.

Q. SURVIVAL

All obligations, representations and provisions made in or given in Section IV of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

R. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

S. AUDIT DISCLOSURE

The CONSULTANT must allow the CLIENT, or its duly authorized agents, and the state auditor or legislative auditor reasonable access to the CONSULTANT's books, records, documents, and accounting procedures and practices that are pertinent to all services provided under this Agreement for a minimum of six years from the termination of this Agreement.

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**SECTION V - SIGNATURES**

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Hopkins, Minnesota

CONSULTANT: Bolton & Menk, Inc.

\_\_\_\_\_



Mike Waltman, P.E., BMI Office Manager

\_\_\_\_\_

5/2/2023

Date

\_\_\_\_\_

Date

## EXHIBIT I

### SCOPE OF WORK: TOPOGRAPHIC SURVEY AND FEASIBILITY STUDY FOR CITY OF HOPKINS, MINNESOTA CENTRAL AVENUES IMPROVEMENTS – PHASE 1

#### A. BASIC SERVICES

In accordance with the City of Hopkins Capital Improvements Plan and discussions with City Staff, the City has designated the following streets for construction in either 2024 or 2025 (assumed 2024 construction for the purpose of this proposal and schedule):

##### Street and Utility Reconstruction:

- 7<sup>th</sup> Avenue N, Regional Trail to Minnetonka Mills Road
- 8<sup>th</sup> Avenue N, 2<sup>nd</sup> Street North to Minnetonka Mills Road
- 3<sup>rd</sup> Street N, 8<sup>th</sup> Avenue N to 6<sup>th</sup> Avenue N

##### Pavement Resurfacing:

- 6<sup>th</sup> Avenue N, Mainstreet to 1<sup>st</sup> Street N
- 1<sup>st</sup> Street N, 8<sup>th</sup> Avenue N to 5<sup>th</sup> Avenue N
- 2<sup>nd</sup> Street N, 8<sup>th</sup> Avenue N to 5<sup>th</sup> Avenue N
- 3<sup>rd</sup> Street N, 6<sup>th</sup> Avenue N to 5<sup>th</sup> Avenue N

A map of the project area is also attached for reference which includes projected streets anticipated to be reconstructed in future years beyond 2024 but adjacent to the 2024 project area and within the ‘Central Avenues’ neighborhood. Streets to be reconstructed in 2024 are shown in red on the attached project area map.

Bolton & Menk, Inc. will complete a topographic survey and feasibility study for proposed improvements within the project area. A description of our proposed services is detailed as follows:

#### **Task 1: Project Scoping**

##### Pavement Condition Rating & CIP Scoping Review

Bolton & Menk understands the City’s desire to reduce the financial burden on its residents and limit the amount of debt that the City accrues through funding of street and utility projects. It is understood the City wishes to delay project area improvements which are not needed at this time. With those goals in mind; Bolton & Menk has researched the existing conditions of the Central Avenues project areas and its underlying utilities. Based on our findings, we have recommended scope and project limit changes, including blocks to be reconstructed or modifying the type of construction to be proposed (i.e., mill & overlay or reclaim vs. full reconstruction), to the City Engineer and Public Works Director.

Through this review of the existing conditions of each street, some blocks are recommended to be delayed or eliminated from the City's CIP for the time being. This has helped reduce and define the project scope for the Central Avenues Improvements – Phase 1 and will result in less of a financial burden for the City and its residents in 2024.

Bolton & Menk will also explore any potential external funding opportunities to reduce costs that the City and its residents will be responsible for, although it is not anticipated that a project of this scope and size will qualify for any significant state, federal, or local watershed funding or grants.

### **Task 2: Topographic Survey and Mapping**

Bolton & Menk, Inc. will complete a full topographic survey of the existing conditions along all street segments designated for street and utility reconstruction. The survey will be completed within the right-of-way and will include all visible features such as, but not limited to, pavements, curb lines, manholes, catch basins, valves, sidewalks, turf areas, driveways, power poles, trees, gardens, mailboxes, retaining walls, etc. All underground utility information will be located and described per available as-builts, field markings, and private utility map information. Manhole reports will also be completed for located manholes and catch basins. Right-of-way will be illustrated based on found field monumentation and plat information.

A limited topographic survey will be completed along all street segments designated for pavement resurfacing. Bolton & Menk survey crews will collect existing curb lines, manhole locations, catch basin locations, valve locations, and pedestrian ramp/sidewalk layouts. Should addition of sidewalks be identified in the feasibility process, supplemental topographic survey efforts may be ordered for those areas during subsequent final design processes.

### **Task 3: Feasibility Study and Report**

In general, the feasibility report will include the assembly of existing conditions, discussion of needs for improvement, preliminary design recommendations and resulting proposed conditions, preliminary estimated costs, and a preliminary assessment roll. A more detailed description of the development of these items is as follows.

#### Preliminary Stormwater & Permitting Analysis

Efforts put forth under Task 3 will also include a pipe capacity analysis of the storm sewer within the project area, including further development of the City-wide storm sewer network model, to gauge the need for storm sewer improvements to be completed with the proposed street reconstruction. From these findings, preliminary design of recommended drainage improvements will be developed for the roadway corridors. The City's updated municipal storm water (MS4) permit requires that storm water management is implemented when the area of impervious surface being reconstructed surpasses a certain threshold, which is anticipated to occur for this project area. From the updated storm sewer network model and impervious surface calculations, preliminary sizing and types of permanent storm water management features will be determined with proposed locations in the project area.

### Collection and Review of Record Drawings, Preliminary Street/Utility Recommendations

Bolton & Menk, Inc. will collect record drawings from the City database and review the records for utility age and material. We will also request and utilize pavement maintenance reports, sewer videos and logs, and relevant utility maintenance reports to assist in making recommendations. After review of this information, Bolton & Menk will facilitate a meeting with the City of Hopkins Engineering and Public Works Staff to discuss the existing conditions and receive input from the City's Staff regarding their opinions of any necessary improvements and/or known utility problems. With this information, Bolton & Menk will make recommendations for proposed utility replacements. Recommended utility improvements will be drafted in plan view and documented in the feasibility report as proposed conditions. In consideration of necessary utility replacements, a geotechnical evaluation from Braun Intertec, and our own field review of pavement and curb conditions, Bolton & Menk will also make pavement reconstruction or rehabilitation recommendations based on geotechnical evaluation and underlying utility needs.

### Street Width Evaluation

The width of each road segment to be reconstructed will be evaluated with consideration given to the following criteria:

- Existing street widths
- City standard street width minimums
- Stormwater management requirements related to impervious areas
- The extension or widening of sidewalks in the project area
- Impacts to other features within the ROW including trees, fencing, retaining walls, and landscaping anticipated with varying street widths considered

### Preliminary Cost Estimating & Assessment Rolls

Bolton & Menk, Inc. will prepare itemized preliminary cost estimates for the proposed improvements throughout the project area. Preliminary estimates will be split by individual City funding sources and individual streets.

Preliminary estimates will be used along with any available plat information to prepare preliminary assessment rolls for the street and utility reconstruction project area based on the City assessment policy, including the following methods as applicable per policy:

- Front footage basis with applicable cap amounts for residential properties
- Benefit Appraisals for non-residential properties and apartment complexes
  - Not anticipated to be needed for this project area
- Unit basis for irregularly shaped lots, flag lots, and condos

Our efforts will include reviewing assessment practices on past projects to apply to some uniquely positioned properties within the project area. A figure will be developed and included in the feasibility report documenting the proposed properties to receive assessments and if easily communicable due to the presence of a consistent cap, assessment amounts shall be displayed on the figure.

Bolton & Menk, Inc. will coordinate with City Staff on all additional sub-project areas that may not be within the project area but will be included under the same construction

contract. Consistent with past City projects, the scope of work in these sub-project areas may include but are not limited to spot concrete sidewalk & alley repairs and sanitary sewer lining. Such improvements will be identified by City staff and subsequently included in the preliminary cost estimates.

No benefit appraisals are included as part of our scope of work at this time. Benefit appraisals may be separately ordered at a future date, if necessary, although it is not anticipated for this project area.

### Public Engagement & Meetings

As with all public improvement projects, public engagement is a valuable method for gathering information and opinions. Early in the project development process, Bolton & Menk will prepare and distribute a neighborhood questionnaire form. We will review the results of the questionnaires for discussion prior to the first neighborhood meeting and include the results in the feasibility report. Bolton & Menk will also distribute invitations to and facilitate two neighborhood meetings for discussion about the project during this project feasibility phase:

- The public meetings are anticipated to be held in-person with a virtual option. A presentation of the public meeting will also be posted to the City and/or Bolton & Menk's website for those that do not want to attend an in-person meeting.
- At the first neighborhood meeting (prior to distribution of individual preliminary assessment amounts), the intended focus of discussion will be:
  - Communicating the proposed improvements to residents
  - Collecting input from residents and business owners to consider as part of the scope of the project (i.e. drainage issues or other infrastructure deficiencies).
  - Communicating the assessment policy and how assessments are to be applied. At future meetings more detail will be provided on example assessment calculations and payment schedules, however at this meeting focus will more so be on collecting input on items affecting the scope of the improvements and communicating to attendees what to expect in terms of the preliminary proposed project scope.
- At the second neighborhood meeting (after distribution of individual preliminary assessment amounts), the intended focus of discussion will be:
  - Revisiting the proposed improvements, including an overview of elements that may have changed since the first neighborhood meeting based on public input or other rationale.
  - Revisiting the assessment policy and how assessments are to be applied.
  - Providing sample calculations of preliminary assessment amounts and communicating the influences that may impact the assessment amounts before final assessments are determined (as bid unit prices, benefit appraisals, etc.).
  - Fielding resident questions and concerns prior to and in preparation for the public improvement hearing at the City Council Meeting.

Bolton & Menk will prepare and deliver presentations on the proposed improvements and preliminary estimated assessments at the neighborhood meetings and at two City Council meetings upon request – including attendance at the meeting where the public improvement hearing is ordered and at the meeting where the hearing is conducted.

#### Feasibility Report Document

The results of the feasibility study including descriptions of the CIP review, existing infrastructure, proposed improvements, estimated costs, preliminary assessment roll, preliminary figures illustrating proposed improvements atop the underlying existing conditions, and proposed project schedule will be detailed in a written report in form and quality similar to the 2023 Street & Utility Improvements feasibility report.

#### **Task 4: Contracted Services By Others**

Soil boring reports and pavement cores prepared by the geotechnical consultant will serve as the basis of our pavement evaluation. Bolton & Menk has secured a geotechnical consultant (Braun Intertec) as part of Task 4 for investigation of site soils and determination of an assumed R-Value. From this geotechnical report, as discussed above in Task 3, Bolton & Menk will develop a preliminary pavement design and typical section. The evaluations of this report will be summarized for inclusion in the final feasibility study.

Upon future direction by the City, Bolton & Menk can contract with a qualified appraiser to quantify the estimated special benefit to unique properties within the project area. Special benefit appraisal work by others is not included in this proposed scope of work since it is not anticipated that special benefit appraisals will be needed for the 2024 project area.

**The following is a preliminary schedule for the Central Avenues Improvements – Phase 1:**

- Council Orders Preparation of Feasibility Report ..... May 2, 2023**
- Topographic Survey, Collect Existing Condition Data .....May 8 – June 30, 2023
- Geotechnical Evaluation .....May 22 – June 30, 2023
- 1<sup>st</sup> Meeting with City Staff – Discuss Existing Conditions .....July 17 – 21, 2023
- 2<sup>nd</sup> Meeting with City Staff – Review Proposed Imps.....August 21 – 25, 2023
- Neighborhood Meeting 1 ..... September 11 – 14, 2023
- Council Set Public Hearing Date/Present Feasibility Report .....October 3, 2023**
- Neighborhood Meeting 2 ..... October 23 – 26, 2023
- Present Feasibility Report / Conduct Public Hearing /  
Order Final Plans & Specifications .....November 6, 2023**

The following is a preliminary schedule for final design and construction which are not included in the scope of this proposal and subject to change based on outcomes of the feasibility phase:

- Preparation of Final Plans & Specifications .....November 7, 2023 – January 16, 2024
- Approve Final Plans & Specifications /  
Authorize Advertisement for Bids ..... January 16, 2024**
- Bid Opening ..... February 9, 2024
- Council Sets Public Assessment Hearing Date ..... February 20, 2024**
- Neighborhood Meeting 3 .....March 11 – 14, 2024
- Council Accepts Bids / Conduct Public Assessment Hearing /  
Adopt Assessment Roll / Award Bid ..... March 19, 2024**
- Construction ..... May – October 2024

**B. ADDITIONAL SERVICES**

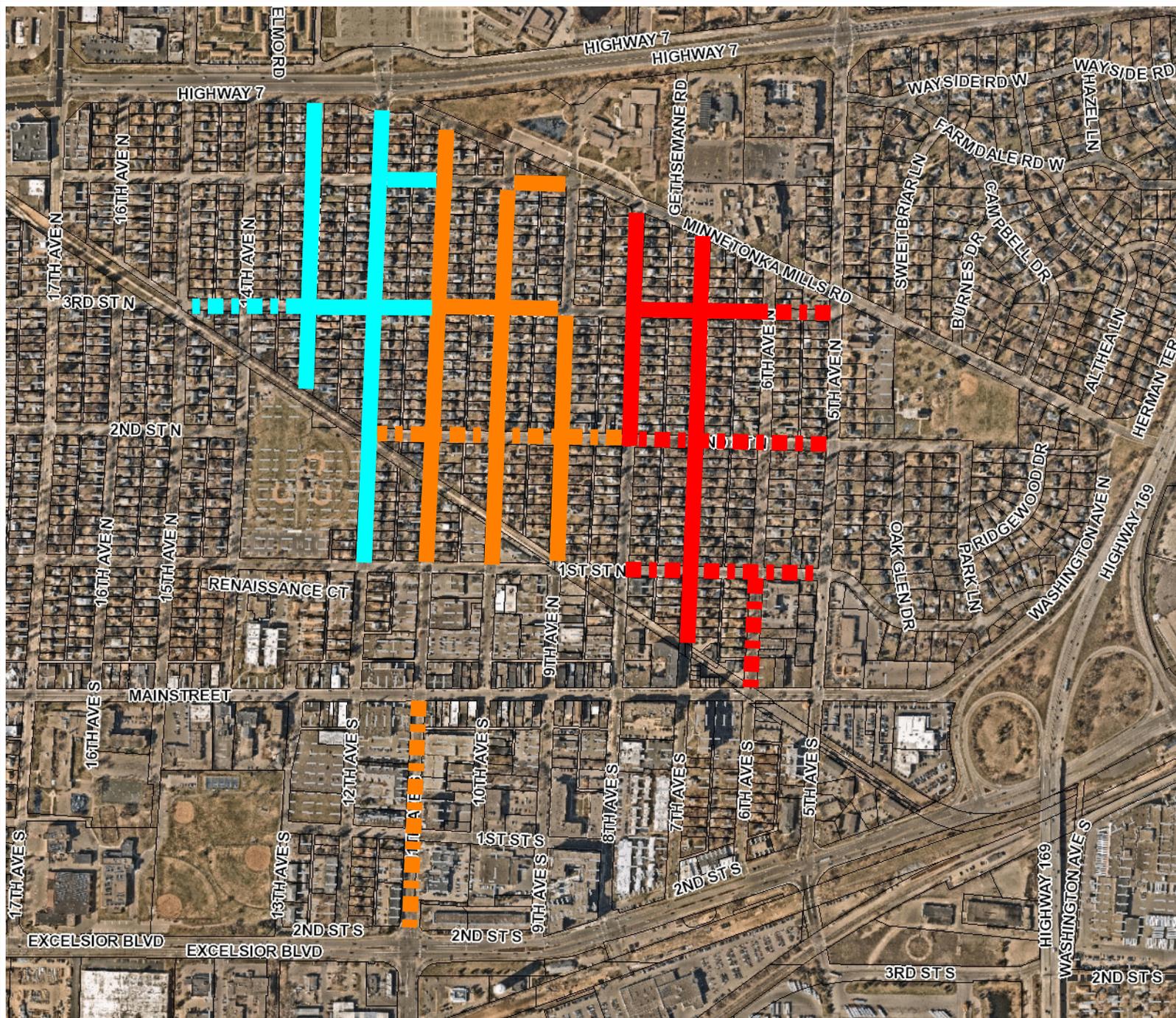
Consulting services performed other than those authorized under Section I.A. shall be considered not part of the Contract Services and may be authorized by the CLIENT as additional services. Additional Services consist of those services which are not generally considered to be Contract Services; or exceed the requirements of the Contract Services; or are not definable prior to the commencement of the project; or vary depending on the technique, procedures or schedule of the project contractor. Additional services may consist of the following:

1. Cost of postage for mass mailing (those with greater than 100 recipients).
2. Special benefit appraisals.
3. Topographic survey beyond the streets and scope identified herein.
4. All other services not specifically identified in Section A.



### Legend

- City Limits
- Parcels 01/18/2023
- Lot Lines
  
- 2024 Recon
- 2024 Resurface
- 2025 Recon
- 2025 Resurface
- 2026 Recon
- 2026 Resurface



## 2024-2026 Improvements



### Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Hopkins is not responsible for any inaccuracies herein contained.

0 714 Feet



**DETAILED WORK PLAN**  
**ESTIMATED PERSON-HOURS**  
**CENTRAL AVENUES IMPROVEMENTS - PHASE 1**  
**CITY OF HOPKINS, MINNESOTA**

4/25/2023

CLIENT: CITY OF HOPKINS, MINNESOTA PROJECT: CENTRAL AVENUES IMPROVEMENTS - PHASE 1 CONSULTANT: BOLTON & MENK, INC.		ESTIMATED PERSON-HOURS												
		Principal Engineer	Project Manager	Water Resources Project Manager	Water Resources Engineer	Project Engineer	Project Communications Specialist	Engineering Technician	Reality Capture Technician	GIS Specialist	Survey Manager /L.S.	Survey Technician	Survey Crew	Clerical
Task No.	Work Task Description													
<b>1.0</b>	<b>CAPITAL IMPROVEMENT PLAN REVIEW</b>													
1.1	Research & Map Existing Utilities by Age, Condition	4	4											8
1.2	Review Street PCI Ratings & Compare to Utility Needs	4	4											8
1.3	Develop Preliminary Construction Phasing and Constructibility	2	4											6
1.4	Explore Potential External Funding Opportunities	4	2											6
1.5	Meeting with City Staff & Finalize Project Recommendations Memo	2	2											4
	<b>SUBTOTAL HOURS: TASK 1</b>	16	16	0	0	0	0	0	0	0	0	0	0	32
<b>2.0</b>	<b>TOPOGRAPHIC SURVEY AND MAPPING</b>													
2.1	Plat Research, GSOC, Calculations/Preparation for Field								8	8	20		16	52
2.2	UAV Drone Flight							12						
2.3	Set Horizontal and Vertical Control									8	8	40		56
2.4	Topographic Survey - Reconstruction Area									16		150		166
2.5	Topographic Survey - Pavement Rehab Area									4		40		44
2.6	Manhole Inventories & Reports									4	8	30		42
2.7	Data Processing, Drafting, and Mapping								8	20	50			78
	<b>SUBTOTAL HOURS: TASK 2</b>	0	0	0	0	0	0	0	12	16	60	86	260	438
<b>3.0</b>	<b>FEASIBILITY STUDY AND REPORT</b>													
3.1	Review Geotechnical Report and Develop Recommendations	2	8											10
3.2	Complete Review of Existing Infrastructure Data (As-builts, Private Utilities, Sewer Videos, etc.)	4	12			8		24						48
3.3	Prepare/Mail Resident Questionnaire and Review Responses	2	12			8		12					8	42
3.4	Preliminary Pavement Design and Utility Replacement Recommendations	4	16			8								28
3.5	Preliminary Stormwater Analysis and Stormwater Management	16	16	60	120									212
3.6	Prepare Preliminary Cost Estimates	4	24			24		24						76
3.7	Prepare Preliminary Assessment Rolls	4	24							12				40
3.8	Prepare Written Feasibility Report & Figures	8	40			40		120		4			8	220
3.9	Develop and Manage Project Website		12				24							36
3.10	Prepare for and Attend Meetings*	36	36	12	12	12	16	12					8	144
	<b>SUBTOTAL HOURS: TASK 3</b>	80	200	72	132	100	40	192	0	16	0	0	0	856
	<b>TOTAL HOURS</b>	<b>96</b>	<b>216</b>	<b>72</b>	<b>132</b>	<b>100</b>	<b>40</b>	<b>192</b>	<b>12</b>	<b>32</b>	<b>60</b>	<b>86</b>	<b>260</b>	<b>1326</b>

\*Assumed meetings include: 2-project team/staff meetings, 2-neighborhood meetings, 2-City Council meetings

**ESTIMATE OF PROJECT FEES**  
**CENTRAL AVENUES IMPROVEMENTS - PHASE 1**  
**CITY OF HOPKINS, MINNESOTA**

4/25/2023

CLIENT: CITY OF HOPKINS, MINNESOTA PROJECT: CENTRAL AVENUES IMPROVEMENTS - PHASE 1 CONSULTANT: BOLTON & MENK, INC.		PROJECT FEES														
TASK	AVERAGE RATE:	Principal Engineer	Project Manager	Water Resources Project Manager	Water Resources Engineer	Project Engineer	Project Communications Specialist	Engineering Technician	Reality Capture Technician	GIS Specialist	Survey Manager / L.S.	Survey Technician	Survey Crew	Clerical	Contracted/ Specialty Services	Total
<b>1.0</b>	<b>CAPITAL IMPROVEMENT PLAN REVIEW</b>															
1.1	Research & Map Existing Utilities by Age, Condition	\$804.00	\$692.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,496.00
1.2	Review Street PCI Ratings & Compare to Utility Needs	\$804.00	\$692.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,496.00
1.3	Develop Preliminary Construction Phasing and Constructibility	\$402.00	\$692.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,094.00
1.4	Explore Potential External Funding Opportunities	\$804.00	\$346.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,150.00
1.5	Meeting with City Staff & Finalize Project Recommendations Memo	\$402.00	\$346.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$748.00
<b>SUBTOTAL FEES: TASK 1</b>		<b>\$3,216.00</b>	<b>\$2,768.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$5,984.00</b>
<b>2.0</b>	<b>TOPOGRAPHIC SURVEY AND MAPPING</b>															
2.1	Plat Research, GSOC, Calculations/Preparation for Field	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,104.00	\$1,544.00	\$2,540.00	\$0.00	\$1,648.00	\$0.00	\$6,836.00
2.2	UAV Drone Flight	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,656.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,656.00
2.3	Set Horizontal and Vertical Control	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,544.00	\$1,016.00	\$7,240.00	\$0.00	\$0.00	\$9,800.00
2.4	Topographic Survey - Reconstruction Area	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,088.00	\$0.00	\$27,150.00	\$0.00	\$0.00	\$30,238.00
2.5	Topographic Survey - Pavement Rehab Area	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$772.00	\$0.00	\$7,240.00	\$0.00	\$0.00	\$8,012.00
2.6	Manhole Inventories & Reports	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$772.00	\$1,016.00	\$5,430.00	\$0.00	\$0.00	\$7,218.00
2.7	Data Processing, Drafting, and Mapping	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,104.00	\$3,860.00	\$6,350.00	\$0.00	\$0.00	\$0.00	\$11,314.00
<b>SUBTOTAL FEES: TASK 2</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,656.00</b>	<b>\$2,208.00</b>	<b>\$11,580.00</b>	<b>\$10,922.00</b>	<b>\$47,060.00</b>	<b>\$1,648.00</b>	<b>\$0.00</b>	<b>\$75,074.00</b>
<b>3.0</b>	<b>FEASIBILITY STUDY AND REPORT</b>															
3.1	Review Geotechnical Report and Develop Recommendations	\$402.00	\$1,384.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,786.00
3.2	Complete Review of Existing Infrastructure Data (As-builts, Private Utilities, Sewer Videos, etc	\$804.00	\$2,076.00	\$0.00	\$0.00	\$1,240.00	\$0.00	\$3,144.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,264.00
3.3	Prepare/Mail Resident Questionnaire and Review Responses	\$402.00	\$2,076.00	\$0.00	\$0.00	\$1,240.00	\$0.00	\$1,572.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$824.00	\$0.00	\$6,114.00
3.4	Preliminary Pavement Design and Utility Replacement Recommendations	\$804.00	\$2,768.00	\$0.00	\$0.00	\$1,240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,812.00
3.5	Preliminary Stormwater Analysis and Stormwater Management	\$3,216.00	\$2,768.00	\$11,580.00	\$17,160.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,724.00
3.6	Prepare Preliminary Cost Estimates	\$804.00	\$4,152.00	\$0.00	\$0.00	\$3,720.00	\$0.00	\$3,144.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,820.00
3.7	Prepare Preliminary Assessment Rolls	\$804.00	\$4,152.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,656.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,612.00
3.8	Prepare Written Feasibility Report & Figures	\$1,608.00	\$6,920.00	\$0.00	\$0.00	\$6,200.00	\$0.00	\$15,720.00	\$0.00	\$552.00	\$0.00	\$0.00	\$0.00	\$824.00	\$0.00	\$31,824.00
3.9	Develop and Manage Project Website	\$0.00	\$2,076.00	\$0.00	\$0.00	\$0.00	\$2,808.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,884.00
3.10	Prepare for and Attend Meetings*	\$7,236.00	\$6,228.00	\$2,316.00	\$1,716.00	\$1,860.00	\$1,872.00	\$1,572.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$824.00	\$0.00	\$23,624.00
<b>SUBTOTAL FEES: TASK 3</b>		<b>\$16,080.00</b>	<b>\$34,600.00</b>	<b>\$13,896.00</b>	<b>\$18,876.00</b>	<b>\$15,500.00</b>	<b>\$4,680.00</b>	<b>\$25,152.00</b>	<b>\$0.00</b>	<b>\$2,208.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,472.00</b>	<b>\$0.00</b>	<b>\$133,464.00</b>
<b>4.0</b>	<b>CONTRACTED SERVICES BY OTHERS</b>															
4.1	Geotechnical Engineering by Braun Intertec														\$10,300.00	\$10,300.00
<b>SUBTOTAL FEES: TASK 4</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$10,300.00</b>	<b>\$10,300.00</b>
<b>TOTAL FEES</b>		<b>\$19,296.00</b>	<b>\$37,368.00</b>	<b>\$13,896.00</b>	<b>\$18,876.00</b>	<b>\$15,500.00</b>	<b>\$4,680.00</b>	<b>\$25,152.00</b>	<b>\$1,656.00</b>	<b>\$4,416.00</b>	<b>\$11,580.00</b>	<b>\$10,922.00</b>	<b>\$47,060.00</b>	<b>\$4,120.00</b>	<b>\$10,300.00</b>	<b>\$224,822.00</b>

\*Assumed meetings include: 2-project team/staff meetings, 2-neighborhood meetings, 2-City Council meetings

April 21, 2023

Proposal QTB157838

Nick Amatuccio, PE  
Bolton & Menk, Inc.  
12224 Nicollet Avenue  
Burnsville, MN 55337

Re: Proposal for a Geotechnical Evaluation  
City of Hopkins 2024 Street and Utility Improvement Project  
Hopkins, Minnesota

Dear Mr. Amatuccio:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the 2024 Street and Utility Improvement project for various streets in the City of Hopkins, Minnesota.

### Project Information

Per your email request, we understand the proposed project will include the reconstruction and reclamation of various streets and utilities in Hopkins, Minnesota. Figure 1 shows reconstruction (solid red) and rehabilitation areas (dashed red)

**Figure 1. Streets Proposed for Reconstruction in 2024 Street Improvement**

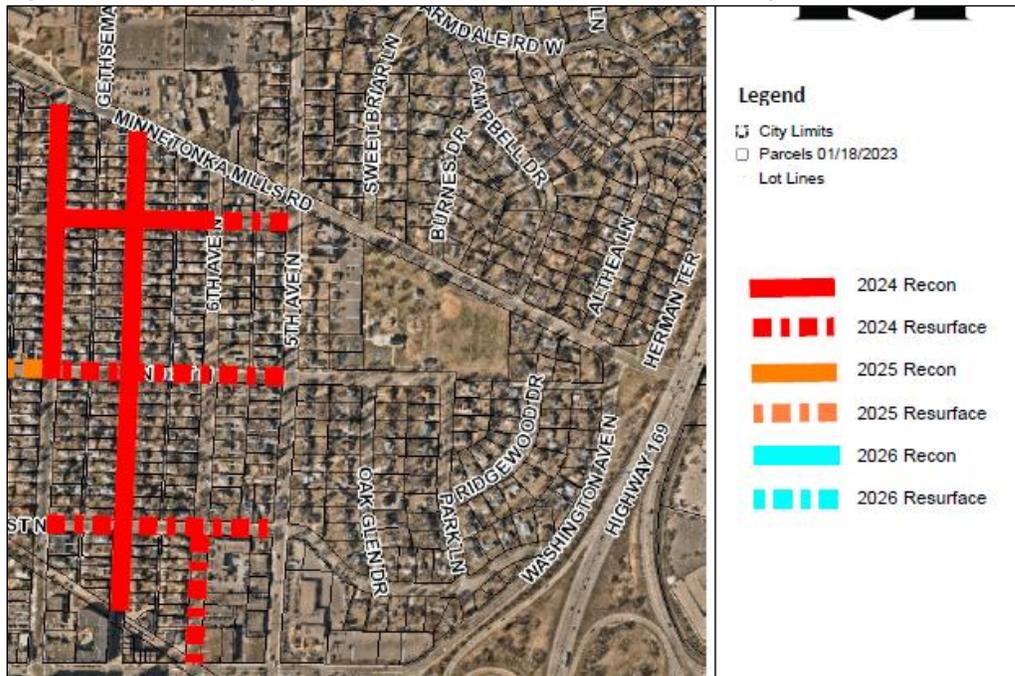


Figure 1 provided by Bolton & Menk, Inc. dated April 10, 2023

## **Purpose**

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of City of Hopkins 2024 Street and Utility Improvement Project.

## **Scope of Services**

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

### **Site Access**

The site is accessible to a truck-mounted drill rig. We assume there will be no cause for delays in accessing the exploration locations. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing.

Depending on access requirements or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

### **Staking**

We will stake prospective subsurface exploration locations and obtain surface elevations at those locations using GPS technology. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project.

### **Utility Clearance**

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

### **Traffic Control**

Based on the locations of the projects and apparent nature of the traffic, we have not budgeted for traffic control beyond warning signs for our work area. We will need to revise our proposal if more extensive traffic control measures appear to be required based on conditions encountered at the site.

### **Pavement Coring and Hand Auger Borings – Rehabilitation Areas**

We propose to extract six pavement cores at exploration locations selected by a Braun Intertec engineer after a review of pavement surface conditions. We will use the cores to help characterize the in-place pavement thicknesses and will examine them for any material deficiencies.

After extracting each pavement core, we propose to perform a hand auger boring. These 3-foot manual borings will help characterize the in-place aggregate base and subgrade materials for design and construction suitability of the recommended rehabilitation strategy.

### **Penetration Test Borings – Reconstruction Areas**

We propose to drill eight standard penetration test (SPT) borings (one per 500 feet of proposed reconstruct) for the project to depths of 14 1/2 feet each except for one boring on 7th Avenue N between 2nd and 3rd Streets N, which we will extend to 20 feet. We will perform standard penetration tests at 2 1/2-foot vertical intervals to a depth of about 15 feet, and at 5-foot intervals at greater depths.

At each boring location, we will record the thickness of the existing bituminous surfacing and aggregate base when visually observed. If groundwater is encountered in the boreholes, the depth where it is observed will be recorded on the boring logs.

### **MDH Sealing Record**

We are planning the deepest borings to be at least 15 feet and less than 25 feet. Therefore, the Minnesota Statutes require us to complete a Sealing Record after our completion of the borings. Our proposal includes the fees for the Minnesota Department of Health (MDH) Sealing Record.

In the event we extend our borings to a depth of 25 feet or greater, the MDH requires us to complete and submit a Sealing Notification Form for the project. The submission of the Sealing Notification Form will require a signature from the property owner (or agent).

### **Borehole/Core Abandonment**

We will backfill our exploration locations immediately after completing the drilling or pavement coring at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we will seal 20 linear feet of boring with grout.

Upon backfilling, we will fill holes in pavements with a temporary cold-mix bituminous patch.

Over time, subsidence of borehole or core backfill may occur, requiring releveling of surface grades or replacing bituminous or concrete patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

### **Sample Review and Laboratory Testing**

We will return recovered boring samples and cores to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing 10 moisture content tests, 4 mechanical analyses (through a #200 sieve only), and 1 organic content test. We will adjust the actual number and type of tests based on the results of our borings and cores.

### **Engineering Analyses**

We will use data obtained from the subsurface exploration and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to utility and pavement design and performance.

## Report

We will prepare a report including:

- A CAD sketch showing the exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact pavement design and performance.
- Discussion and recommendation on milling versus reclamation for the rehabilitation segments.
- Recommendations for preparing pavement and utility subgrades, and the selection, placement and compaction of excavation backfill and other fills, including potential subcuts.
- Recommendations of the pavement and utility design and reconstruction.

We will submit an electronic copy of our report to you.

## Schedule

We anticipate performing our work according to the following schedule:

- Drill rig mobilization – scheduled for May 24 and 25.
- Field exploration – anticipated 1-2 days on site to complete the work.
- Coring and pavement field evaluation – early June 2023.
- Classification and laboratory testing – within 1 week after completion of field exploration.
- Preliminary results – within 1 week after completion of field exploration.
- Draft report submittal – within about 2 weeks of field exploration; expected late June 2023.
- Final report submittal – within 1 week of receiving comments on the draft report.

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

## Fees

We will furnish the services described in this proposal for a lump sum fee of **\$10,300**. Table 1 provides a breakdown of the proposed fees.

**Table 1. Proposed Fee Breakdown**

Service	Fee
Staking and Utility Clearance	\$ 1,070
Drilling	4,030
Pavement Coring and Hand Auger Borings	1,480
Laboratory Testing	600
Coordination, Engineering Analysis, and Report	3,120
<b>Total</b>	<b>\$10,300</b>

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

## General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We will provide our services under the terms of the Master Subconsultant Agreement for Professional Services dated January 1, 2017 between Bolton & Menk, Inc. and Braun Intertec Corporation.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Neil Lund at 952.995.2284

Sincerely,

BRAUN INTERTEC CORPORATION



Brian J. Schreurs, PE  
Account Manager, Senior Engineer



Neil G. Lund, PE  
Technical Manager, Senior Engineer

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The proposal is accepted, and you are authorized to proceed.

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**Authorizer's Firm**

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**Authorizer's Signature**

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**Authorizer's Name (please print or type)**

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**Authorizer's Title**

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**Date**