

HOPKINS CITY COUNCIL

AGENDA

Tuesday, May 16, 2023

6:30 pm

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

I. CALL TO ORDER

II. ADOPT AGENDA

III. PRESENTATIONS

1. Proclamation for LGBTQIA+ Pride Month (Pride Month); Imihy Bean
2. Update on Park System Master Plan; Imihy Bean

IV. CONSENT AGENDA

1. Minutes of the May 9, 2023 City Council Regular Meeting Proceedings
2. Approval of Liquor License Renewals for the term of July 1, 2023 to June 30, 2024; Domeier
3. Approval of Business License Renewals for the term of July 1, 2023 to June 30, 2024; Domeier
4. Second Reading of an Ordinance Amending Appendix A of the Hopkins City Code to Establish a Tree Replacement Fee; Krzos
5. Approval of First Amendment to Temporary Easement Agreement between the City of Hopkins and the Metropolitan Council; Elverum

V. PUBLIC HEARINGS

VI. OLD BUSINESS

VII. NEW BUSINESS

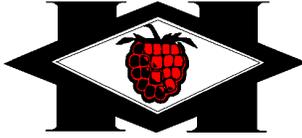
1. Enter into an Operations and Maintenance Agreement and Cottageville Park Cooperative Agreement with the Minnehaha Watershed District; Imihy Bean
2. Update on Alatus Development at 325 Blake Road; Elverum
3. Resolution Establishing Legislative Policy 7-H Inclusionary Housing Policy; Elverum
4. Commercial Façade Loan Program; Elverum
5. Discussion of Historic Items for Mainstreet; Autio
6. Approval of Amendment to the 2023-2027 Capital Improvement Plan; Bishop/Klingbeil

VIII. PUBLIC COMMENT

IX. ANNOUNCEMENTS

- Next City Council Regular Meetings: June 6, 13 and 20 at 6:30 p.m.

X. ADJOURN



Administration

CITY OF HOPKINS

City Council Report 2023-046

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

From: PeggySue Imihy Bean, Special Projects and Initiatives Manager

Date: May 16, 2023

Subject: Proclamation for LGBTQIA+ Pride Month (Pride Month)

RECOMMENDED ACTION

MOTION TO Adopt a Proclamation for LGBTQIA+ Pride Month (Pride Month) in Hopkins, and to hang Pride flags from every other flagpole along Mainstreet.

OVERVIEW

LGBTQIA+ Pride Month (Pride Month) is a celebration affirms equality, dignity, and visibility of all sexual and gender identities and is a positive stance against discrimination and violence towards individuals who identify as lesbian, gay, bisexual, transgender, queer, intersex, asexual, and many other terms (such as non-binary, pansexual, and two spirit) (generally known as LGBTQIA+).

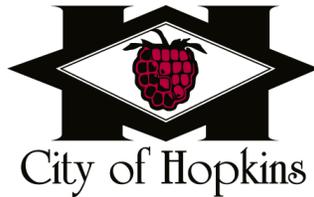
Pride Month is held in June to recognize the 1969 Stonewall Uprising, where the New York City queer community stood up against discrimination. This event is now recognized as a major catalyst for the civil rights of this community. Today, Pride month marks an important celebration of the LGBTQIA+ community members who call Hopkins home and of our LGBTQIA+ staff in the City of Hopkins.

In addition to this proclamation, Staff recommends hanging Progress Pride flags along Mainstreet. Different from last year, it is recommended that these flags alternated with the American flag.

For community members looking to celebrate Pride in June, local residents have organized an inaugural Pride festival which will take place on June 17, 2023, adjacent to LTD Brewing.

SUPPORTING INFORMATION

- Proclamation for LGBTQIA+ Pride Month (Pride Month)



A Proclamation Commemorating LGBTQIA+ Pride Month (Pride Month)

WHEREAS, LGBTQIA+ Pride Month (Pride Month) is a positive stance against discrimination and violence towards individuals who identify as lesbian, gay, bisexual, transgender, queer, intersex, asexual, and many other terms (such as non-binary, pansexual, and two spirit) (generally known as LGBTQIA+) and celebrates sexual and gender identities; and

WHEREAS, The Hopkins City Council and Staff identified that creating a spirit of community where all people feel safe and respected, and diversity is celebrated, furthers our City's vision; and

WHEREAS, the month of June was selected to celebrate Pride Month in recognition of the 1969 Stonewall Uprising, an event that is now considered a tipping point for the LGBTQIA+ Movement for civil rights in the United States; and

WHEREAS, although the LGBTQIA+ civil rights movement has achieved great progress, gaps in safety and respect of communities require yet more progress; and

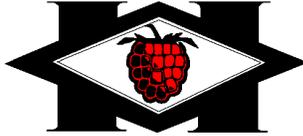
WHEREAS, LGBTQIA+ people have made, and continue to make, great and lasting contributions to the United States and the City of Hopkins, and

WHEREAS, the City of Hopkins recognizes and celebrates our LGBTQIA+ community members, City staff and volunteers, local businesses, and community organizations, such as the Hopkins Pride organization, host of the inaugural Hopkins Pride Celebration on June 17, 2023, for their diversity in our community; 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 June 2023, as LGBTQIA+ Pride Month (Pride Month) in the City of Hopkins, and urge all residents to observe this month with appropriate programs, activities, and ceremonies, and to recognize, honor and welcome members of the LGBTQIA+ community 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 16th day of May 2023.

Patrick Hanlon, Mayor



CITY OF HOPKINS

Administration

Memorandum

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

From: PeggySue Imihy Bean, Special Projects and Initiatives Manger

Date: May 16, 2023

Subject: Update on Park System Master Plan

PURPOSE

To provide the City Council with an update on the Park System Master Plan

INFORMATION

In 2022, the City began working with local consulting firm, Confluence, on the development of the City's first Park System Master Plan (PSMP). Over the last year, staff and the consultant team have done significant engagement on both sentiment and values of residents towards the park system as well as direct feedback on the physical development and infrastructure of the parks.

In the next stage of the PSMP, the Park Board, City Council and residents will get the opportunity to review and offer feedback on high-level master plans for some of the parks in the system including Downtown, Central and Valley Park.

These plans were first reviewed at a special meeting of the Park Board last night, May 15, 2023, and will be rolled out to the community in the next weeks for their input. Tonight, Staff will walk the Council through the plans at a high level and be able to answer any questions about the plans or the PSMP process.

FUTURE ACTION

The City Council is encouraged to participate in the upcoming engagement process of the PSMP and share this opportunity with residents.

**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
MAY 9, 2023**

CALL TO ORDER

Pursuant to due call and notice thereof a regular meeting of the Hopkins City Council was held on Tuesday, May 9, 2023 at 6:30 p.m. in the Council Chambers at City Hall, 1010 1st Street South.

Mayor Hanlon called the meeting to order with Council Members Balan, Beck, Garrido and Hunke attending. Others attending included City Manager Mornson, Assistant City Manager Lenz, City Clerk Domeier, Director of Planning and Development Elverum, City Planner Krzos, Finance Director Bishop, City Attorney Cruz-Jennings and Special Projects and Initiatives Manager Imihy Bean.

ADOPT AGENDA

Motion by Balan. **Second** by Hunke.

Motion to Adopt the Agenda.

Ayes: Balan, Beck, Garrido, Hanlon, Hunke

Nays: None. Motion carried.

PRESENTATIONS

III.1. Sustainability Update; Imihy Bean

Special Projects and Initiatives Manager Imihy Bean provided an update on sustainability initiatives and accomplishments across departments. The presentation included a general update on on-going sustainability programming and recognition programs; an overview of the Hopkins Heat Vulnerability Study; and a discussion on the Hopkins Climate Solutions Fund.

CONSENT AGENDA

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

Motion to Approve the Consent Agenda.

1. Minutes of the May 2, 2023 City Council Regular Meeting Proceedings

Ayes: Balan, Beck, Garrido, Hanlon, Hunke

Nays: None. Motion carried.

PUBLIC HEARING

V.1. First Reading of an Ordinance Amending Appendix A of the Hopkins City Code to Establish a Tree Replacement Fee; Krzos

City Planner Krzos summarized Council Report 2023-044. The City's updated Zoning Code established new provisions related to tree protection and promotion of the City's tree canopy. More specifically the code requires that if a development site has existing trees, the developer/applicant either has to retain them in place or replace the trees elsewhere. If replacing elsewhere, the code gives the option to pay a fee in lieu of actual plantings.

Mayor Hanlon opened the Public Hearing at 7:09 p.m.

**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
MAY 9, 2023**

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

Motion to Close the Public Hearing.

Ayes: Balan, Beck, Garrido, Hanlon, Hunke

Nays: None. Motion carried. The Public Hearing was closed at 7:10 p.m.

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

Motion to Approve a First Reading of an Ordinance Amending Appendix A of the Hopkins City Code to Establish a Tree Replacement Fee.

Ayes: Balan, Beck, Garrido, Hanlon, Hunke

Nays: None. Motion carried.

NEW BUSINESS

VII.1. 1428 Preston Lane Rezoning and Conditional Use Permit; Krzos

City Planner Krzos stated Agape Christi Academy has run into funding hurdles and no longer wants to pursue the project. The existing church is interested in pursuing the applications. Due to the change, Mr. Krzos recommended the Council take more time to obtain information from the church before moving forward with the project.

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

Motion to direct staff to change the deadline to July 25.

Ayes: Balan, Beck, Garrido, Hanlon, Hunke

Nays: None. Motion carried.

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

Motion to table the discussion of the issue to June 6.

Ayes: Balan, Beck, Garrido, Hanlon, Hunke

Nays: None. Motion carried.

VII.2. Gas and Electric Franchise Fee Update; Bishop

Finance Director Bishop provided information about franchise fees and requested feedback on renewing or increasing franchise fees beginning on January 1, 2024. Brief discussion was held about the length of the ordinance and fee structure. The consensus was to increase the fees for a five-year terms. Staff will also research options for using the funds.

ANNOUNCEMENTS

Mayor Hanlon reviewed the upcoming meeting schedule. Ms. Imihy Bean provided information on a Park Board Special Meeting scheduled for May 15.

**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
MAY 9, 2023**

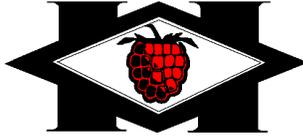
ADJOURNMENT

There being no further business to come before the City Council, and upon a motion by Balan, second by Hunke, the meeting was unanimously adjourned at 7:36 p.m.

Respectfully Submitted,



Amy Domeier, City Clerk



Administration

CITY OF HOPKINS

City Council Report 2023-047

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

From: Amy Domeier, City Clerk

Date: May 16, 2023

Subject: Approval of Liquor License Renewals for the term of July 1, 2023 to June 30, 2024

RECOMMENDED ACTION

MOTION TO Approve the submitted list of liquor license renewals for the term of July 1, 2023 to June 30, 2024 subject to licensees returning renewal application materials and fees.

OVERVIEW

Liquor licenses are required to be renewed annually and subject to the same conditions as the originally issued license. Renewal applications must include a completed license application, certificates of workers compensation insurance, liquor liability insurance, state renewal forms and license fees.

Liquor license renewals were due to the City Clerk's office on May 12. Most businesses have submitted their renewals; however, the remaining businesses will need to submit all their paperwork in accordance with the City's licensing ordinances to avoid double renewal fees, the inability to serve alcohol or denial of license.

SUPPORTING INFORMATION

- List of renewals by category
- Renewal applications are available in the City Clerk's office

Off-Sale Liquor (\$200):

Ace Wine & Spirits*
Hopkins Liquor
Jim's Liquor*
Mac's Liquor*
MGM Liquor Warehouse*
Paul's Wine & Spirits*
Pub 819
Richard's Liquor
The Vine Shop

Off-Sale Brewer Malt Liquor/Sunday Sales (\$200):

Bear Cave Brewing
LTD Brewing Co.

On-Sale 3.2 % Malt Liquor/On-Sale Wine (\$1,400):

B-Dubs Express*
Chipotle Mexican Grill #593*
Cream and Amber*
Nachos Mexican Grill, LLC*
The Vine Room

On-Sale 3.2 % Malt Liquor (\$600)

Minneapolis Park Board/Meadowbrook Golf Course*

On-Sale Brewer Taproom/Sunday Sales (\$700):

LTD Brewing Co.

On-Sale Liquor/Sunday Sales (\$7,700):

El Lorito*
K'Kinaco
Mainstreet Bar & Grill
Pizza Luce VI
Pub 819
Thirty Bales
Tuttles Hopkins Bowl
Wild Boar

On-Sale Liquor on Public Premise (\$350):

Cream and Amber*
Mainstreet Bar & Grill
Thirty Bales
Wild Boar

On-Sale Alcohol Extended Hours (\$1,300):

Mainstreet Bar & Grill
Pizza Luce VI

Exclusive On-Sale Liquor License (\$3,000):

The Mess Hall

Club Sales/Sunday Sales (Fee based on membership):

George R. Wolff VFW Post 425
Hopkins Elks Lodge #2221*
John Wilbur Moore Post*
Oak Ridge Country Club

**Renewal incomplete or missing*



CITY OF HOPKINS

Administration

City Council Report 2023-046

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

From: Amy Domeier, City Clerk

Date: May 16, 2023

Subject: Approval of Business License Renewals for the term of July 1, 2023 to June 30, 2024

RECOMMENDED ACTION

MOTION TO Approve the submitted list of business license renewals for the term of July 1, 2023 to June 30, 2024 subject to licensees returning renewal application materials and fees.

OVERVIEW

Business licenses are required to be renewed annually and subject to the same conditions as the originally issued license. Renewal applications must include a completed license application, certificates of workers compensation insurance, and license fees. Additional renewal materials may be required dependent upon the type of license requested.

Business license renewals were due to the City Clerk's office on May 12. Most businesses have submitted their renewals; however, the remaining businesses will need to submit all their paperwork in accordance with the City's licensing ordinances to avoid double renewal fees or denial of license.

SUPPORTING INFORMATION

- List of renewals by category
- Renewal applications are available in the City Clerk's office

Tobacco Licenses (\$200):

Backdoor Smoke Shop
Casablanca Market*
Driskill's Downtown Market
Holiday Station Store #261 and #413
Hopkins Express
Hopkins Express Inc.
Hopkins Liquor
Hopkins Vaping Studio*
Jim's Liquor*
Mac's Liquor*
MGM Liquor Warehouse*
Midnite Market
Oak Ridge Country Club
Paul's Wine & Spirits
Richard's Liquor
US Grocery and Tobacco
Walgreens #6730 and #4260*

Tobacco Establishment License (\$100):

Hopkins Vaping Studio*

Refuse Collectors (\$75)/Refuse Vehicles (\$25 ea.):

Aspen Waste Services, Inc.
Dick's Sanitation
Republic Services*
Walters Recycling and Refuse
Waste Management of MN, Inc. – Blaine
Waste Management of MN, Inc. – Burnsville*

Motor Vehicle Sales (\$400) :

Bellmobile, Inc.
Luther
Metro Motor Car Inc.
Omega Auto Group
Swedish Motor Sales*
Walser Chrysler-Plymouth, Inc.

Car Wash (\$100):

Hopkins Express*
Sunshine Car Wash*
Wash Me Car Wash

Bus Bench (\$45 ea.):

U.S. Bench Corporation

Bulk Petroleum Storage (\$100):

Walser Chrysler-Plymouth, Inc.

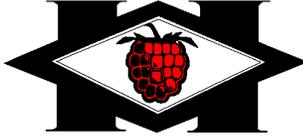
Gasoline Station (\$75)/Add'l Pumps (\$12 ea.):

Holiday Station Store #261
Holiday Station Store #413
Hopkins Express*
Midnite Market

**Renewal incomplete or missing*

Amusement Devices (\$15)/Add'l Devices (\$15 ea.):

John Wilbur Moore Post*
Mainstreet Bar & Grill
Oakridge Apartments
SS Billiards
Tuttles Hopkins Bowl



CITY OF HOPKINS

Planning & Development

City Council Report 2023-050

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

From: Ryan Krzos, City Planner

Date: May 16, 2023

Subject: Second Reading of an Ordinance Amending Appendix A of the Hopkins City Code to Establish a Tree Replacement Fee.

RECOMMENDED ACTION

MOTION TO Approve a Second Reading of an Ordinance Amending Appendix A of the Hopkins City Code to Establish a Tree Replacement Fee

OVERVIEW

No changes have been made to the proposed ordinance since the first reading on May 9, 2023. The proposed ordinance would set Hopkins' tree replacement fee at \$200 per diameter inch. The fee is collected in lieu of actual replacement plantings when it is impractical to plant on a development site or an approved off-site alternative.

SUPPORTING INFORMATION

- Proposed Ordinance 2023-1189 an Ordinance Amending Appendix A of the Hopkins City Code to Establish a Tree Replacement Fee

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

ORIDNANCE 2023-1189

**AN ORDINANCE AMENDING APPENDIX A IN THE HOPKINS CITY CODE TO
ESTABLISH A TREE REPLACEMENT FEE**

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

SECTION 1. Hopkins City Code, Appendix A, is hereby amended by adding the double-underlined language as follows:

Planning and Zoning			
	Base Fee	Escrow*	
Concept review	\$350.00		As per ordinance
Site plan review	\$500.00		As per ordinance
Conditional use permit	\$800.00	\$1,000.00	As per ordinance
Conditional use permit for fences, signs and other uses:	\$150.00		As per ordinance
Variance	\$500.00		As per ordinance
Vacate street or alley	\$500.00		As per ordinance
Rezoning or text amendment	\$1,000.00	\$3,000.00	As per ordinance
Administrative subdivision	\$300.00		As per ordinance
Subdivision approval, preliminary	\$1,000.00	\$1,500.00	As per ordinance
Subdivision approval, final	\$1,000.00	\$1,500.00	As per ordinance
Subdivision, combined application	\$1,800.00	\$3,000.00	As per ordinance
Planned unit development	\$2,500.00	\$5,000.00	As per ordinance
Comprehensive plan amendment	\$2,000.00	\$3,000.00	As per ordinance

Park dedication fee per residential unit	\$5,000.00		Per unit
<u>Tree Replacement Fee</u>	<u>\$200.00 Per diameter inch of tree not replaced</u>		<u>As per ordinance</u>
Environmental review	\$1,000.00	\$10,000.00 based estimate or on	As per ordinance
Traffic/travel demand management study	\$500.00	\$5,000.00 based estimate or on	As per ordinance
Zoning verification letter	\$100.00 per parcel		As per ordinance
Extension of approvals	\$250.00		As per ordinance
Application for city financial assistance	\$2,000.00	\$25,000.00 based estimate or on	As per ordinance
Zoning appeal	\$350.00		As per ordinance
Interim use permit		\$10,000.00 based estimate or on	As per ordinance
*Escrow may be adjusted as needed dependent on project size and scope at staff discretion.			

SECTION 2. In accordance with Section 3.03 of the City Charter and Minn. Stat. § 412.191, subd. 4, due to the significant length of this Ordinance, City staff shall have the following summary printed in the official City newspaper in lieu of the complete ordinance:

On May 16, 2023, the Hopkins City Council adopted Ordinance 2023-1189 an Ordinance Amending Appendix A of the Hopkins City Code to establish a tree replacement fee of \$200.00 per diameter inch of tree not replaced.

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

SECTION 3. The effective date of this ordinance shall be May 25, 2023.

First Reading:	May 9, 2023
Second Reading:	May 16, 2023
Date of Publication:	May 25, 2023
Date Ordinance Takes Effect:	May 25, 2023

By: _____
Patrick Hanlon, Mayor

ATTEST:

Amy Domeier, City Clerk



CITY OF HOPKINS

Planning & Development

City Council Report 2023-051

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

From: Kersten Elverum, Director of Planning & Development

Date: May 16, 2023

Subject: Temporary Construction Easement Amendment

RECOMMENDED ACTION

MOTION TO approve First Amendment to Temporary Easement Agreement between the City of Hopkins and the Metropolitan Council.

OVERVIEW

The City of Hopkins granted the Metropolitan Council a temporary construction easement to facilitate construction of the Green Line Extension Project on December 6, 2018. The easement involves several properties. The majority of the construction activity will be completed by the dates identified in the agreement with the exception of a new traffic signal at Excelsior Boulevard and 17th Avenue South. The Metropolitan Council has requested an amendment to the TCE for Parcel P4000, the Public Works property, that will extend the term to December 31, 2024.

Public Works Director, Chuck Autio, and the City Attorney have both reviewed and approve the proposed amendment.

SUPPORTING INFORMATION

- First Amendment To Temporary Easement Agreement Parcels P4000, P5000, P5001, and P5002
- Map of Parcel P4000 and Easement Boundaries

PARCELS P4000, P5000, P5001, AND P5002
FIRST AMENDMENT TO
TEMPORARY EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO TEMPORARY EASEMENT AGREEMENT (“*Amendment*”) is made and entered into this _____ day of _____, 2023, by and between the City of Hopkins, a Minnesota municipal corporation, (“*Grantor*”) and the Metropolitan Council, a public corporation and political subdivision under the law of the State of Minnesota (“*Grantee*”). The Amendment sometimes refers to Grantor and Grantee individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, Grantor owns the real property legally described on the attached Exhibit A (the “*Property*”).

WHEREAS, Grantor and Grantee entered into a Temporary Easement Agreement, dated December 6, 2018 (“Temporary Easement Agreement”).

WHEREAS, Grantee has extended the term of the Temporary Easement Agreement for Parcels P5000, P5001, and P5002 utilizing the option term set forth in Section 3 of the Temporary Easement Agreement.

WHEREAS, Grantee requires a term extension for Parcel P4000 that is longer than that contemplated by the option term in Section 3 of the Temporary Easement Agreement.

WHEREAS, the parties agree to extend the term of the Temporary Easement Agreement for Parcel P4000 through this Amendment to accommodate the construction schedule for the Council’s Green Line Extension Project (“Project”).

NOW THEREFORE, in consideration for the mutual promises made herein, the parties agree as follows:

1. **Amendment to Section 2 of Temporary Easement Agreement.** Section 2 of the Temporary Easement Agreement is hereby deleted in its entirety and replaced with the following new Section 2 as follows:

2. **Term of Temporary Easement.** With respect to Parcels P5000, P5001, and P5002, this Temporary Construction Easement defined above shall commence on August 31, 2018 or the date signed whichever is later and expire on December 2, 2023. With respect to Parcel P4000, this Temporary Construction Easement defined above shall commence on August 31, 2018 or the date signed whichever is later and expire on December 31, 2024.

2. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and the counterparts together shall constitute one and the same Amendment. A copy, facsimile copy or electronic copy of this Amendment, including its signature pages, will be binding and deemed to be an original.

3. The Temporary Easement Agreement remains in full force and effect is not modified except as expressly provided herein.

IN WITNESS WHEREOF, the said parties have caused this instrument to be executed the day and year first above written.

[The remainder of this page is intentionally left blank.]

**CITY OF HOPKINS
SIGNATURE PAGE**

GRANTOR:
City of Hopkins

By: _____
Patrick Hanlon
Mayor

Date: _____

By: _____
Michael Mornson
City Manager

Date: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Patrick Hanlon and Michael Mornson, the Mayor and City Manager, respectively, of City of Hopkins, a Minnesota municipal corporation.

Notary Public

EXHIBIT A

[*See attached.*]

COLOR LEGEND

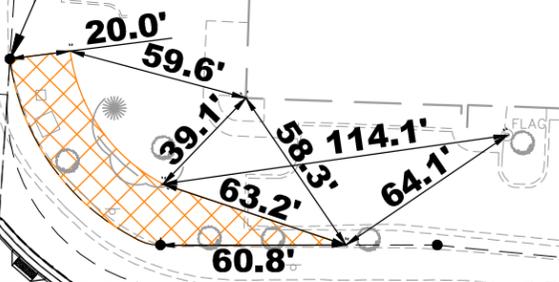
- PERMANENT TRANSIT EASEMENT - MET COUNCIL
- PERMANENT TRANSPORTATION EASEMENT
- TEMPORARY EASEMENT

17th 17TH AVES

P4000

HOPKINS PUBLIC WORKS BUILDING

PROPERTY CORNER



PLAYGROUND

SIGNS

BLEACH

SIGN

EXCELSIOR BLVD

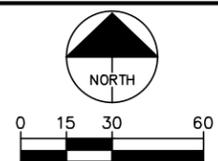
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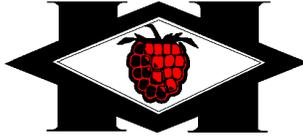
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SOUTHWEST LIGHT RAIL
PUBLIC PARCELS
PARCEL P4000

Rev 0
05/01/2018





CITY OF HOPKINS

City Council Report 2023-049

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

From: PeggySue Imihy Bean, Special Projects and Initiatives Manager

Date: May 16, 2023

Subject: Operations and Maintenance Agreement and Cottageville Park Agreement with Minnehaha Watershed District

RECOMMENDED ACTION

MOTION TO enter into an Operations and Maintenance Agreement and Cottageville Park Cooperative Agreement with the Minnehaha Watershed District.

OVERVIEW

Since 2010, the City and Minnehaha Creek Watershed District (MCWD) have had a cooperative agreement for the land where Cottageville Park is located. This agreement outlines the responsibilities associated with the development of the park, and those associated with future development of what was referred to as Cottageville Phase II, a triangular portion of land at the intersection of Lake Street and Blake Road.

As part of the development occurring at 325 Blake Road, MCWD has begun planning for Cottageville Phase II and associated improvements south of Lake Street. In discussions between staff, and as a result of MCWD offer to pay for the improvements changes were required of the existing cooperative agreement. Rather than continue to further amend an agreement that was amended several times previously, this new document incorporates all previous agreements as one new agreement.

At their regularly scheduled meeting on February 27, 2023, the Park Board reviewed the proposed plans and amendments to the agreements and recommended them to the City Council for approval.

Tonight, staff from MCWD will present plans for these improvements, in addition to the proposed new cooperative agreement and the updated operation and maintenance agreement which incorporates the new parcels.

SUPPORTING INFORMATION

- Cottageville Park Cooperative Agreement with the Minnehaha Creek Watershed District

**Project Agreement for
Cottageville Park Improvement and Maintenance**

City of Hopkins & Minnehaha Creek Watershed District

This Project Agreement for Cottageville Park Improvement and Maintenance (“Project Agreement”) is made between the Minnehaha Creek Watershed District (“MCWD”), a watershed district and political subdivision with powers at Minnesota Statutes Chapters 103B and 103D, and the City of Hopkins (“Hopkins”), a home rule charter city of the State of Minnesota (together, the “parties”).

Recitals

WHEREAS, on September 10, 2010, MCWD and Hopkins entered into a cooperative agreement to design and construct the Cottageville Park Stormwater Management and Park Improvement Project (“CPSMPIP”). Pursuant to the cooperative agreement, the First Amendment to Cooperative Agreement, executed April 10, 2014, and the Second Amendment to Cooperative Agreement, executed October 9, 2014 (together, the “Cottageville Park Agreement”), the parties constructed the CPSMPIP in 2016, consisting of park facilities, areas of native vegetation and protected buffer adjacent to Minnehaha Creek, and a subsurface iron-enhanced sand filter to manage and provide water quality treatment for both on- and off-site stormwater flows.

WHEREAS, as depicted on the site sketch incorporated and attached as **Exhibit A** hereto, the CPSMPIP occupies six parcels of land east of Blake Road North, northeast of Minnehaha Creek, and northwest of Lake Street NE. Three parcels are owned by Hopkins and three parcels are owned by MCWD. The parties wish to expand Cottageville Park by means of further improvements constructed on four additional parcels of land south of the present park property.

WHEREAS, the improvements are designated as the “Gateway Element” and “Nature Play Element” (together, the “Gateway and Nature Play Elements”). As depicted on **Exhibit A**, the Gateway Element will occupy the MCWD-owned parcel north of the intersection of Blake Road North and Lake Street NE. The Nature Play Element will occupy three contiguous parcels south of Lake Street NE and directly east of the Lake Street NE crossing of Minnehaha Creek.

WHEREAS, the purpose of this Project Agreement is to set forth the parties’ roles and responsibilities for the design, construction and maintenance of the Gateway and Nature Play Elements. In addition, the Cottageville Park Agreement sets forth terms for land acquisition, design, construction and maintenance of the CPSMPIP. Much of that agreement concerns actions that have been completed, but the parties intend to maintain in effect terms regarding ongoing management and maintenance (the “Prior Maintenance Obligations”). The parties have explicitly incorporated those Prior Maintenance Obligations into this Project Agreement without change, so as to consolidate all arrangements for the parties’ cooperative management of Cottageville Park into one document.

THEREFORE, the parties hereby enter into this Project Agreement, and concur that it is legally binding.

Terms

A. Cottageville Park Agreement and CPSMPIP Maintenance

1. This Project Agreement supersedes the Cottageville Park Agreement, which is no longer in effect. All Prior Maintenance Obligations are incorporated into this Project Agreement.
2. Each party retains its CPSMPIP inspection, maintenance and replacement obligations as set forth in Section D, below.
3. Hopkins may undertake further recreational, park or other improvements on its real property within the CPSMPIP, except within those areas of native vegetation or buffer zone subject to MCWD maintenance. Hopkins will inform MCWD of intended improvements, and consult with MCWD as to any such improvements that may have an impact on water resources. Any improvements will be subject to MCWD permit requirements, as applicable, without permit review costs, fee or financial assurance.
4. The parties will collaborate with respect to signage and other public information within the CPSMPIP. Each party retains the right to install and maintain signage or otherwise engage in any public informational effort with respect to its property, but will consult with the other party. Any public materials will acknowledge the cooperation of the parties in improving and maintaining Cottageville Park.
5. Under the Cottageville Park Agreement, the MCWD Board of Managers determined the pollutant load reduction resulting from the CPSMPIP. On the basis of relative contributions to the costs of stormwater management improvements as reviewed by the parties, the MCWD received credit for 68 percent, and Hopkins received credit for 32 percent, of the pollutant load reduction for the purpose of meeting load allocations in MCWD's watershed plan as well as any other water quality-related purpose. This allocation, and any remaining credits, are affirmed.

B. Design: Gateway and Nature Play Elements

1. The consulting designer retained by MCWD has prepared a 100 percent design for the Gateway and Nature Play Elements, titled "325 Blake Road Regional Stormwater and Greenway Project" (March 2023). The Nature Play Element includes a pedestrian bridge from the easternmost Nature Play parcel over Minnehaha Creek to the south. The MCWD Board of Managers approved the design on May 11, 2023 and the Hopkins City Council provided concurrence on May 16, 2023. The Hopkins Park Board provided concurrence on 90 percent design on February 27, 2023, with which the 100 percent design is consistent.
2. The final design will include signage, and other public information content, design, size, materials and location, which may be further adjusted during the construction period. Signage and other public information will be subject to the Hopkins City Engineer's approval referenced above, not to be unreasonably withheld.
3. Each party may install and maintain public art on the property that it owns. The Gateway Element will be designed to allow for the installation of public art in the future, possibly through the PLACES initiative. If both Hopkins and the MCWD agree that public art is desirable at this location, the parties will work together to identify the process, budget, and maintenance responsibilities of the public art.

Any other public art installation, temporary or permanent, will be approved by both Hopkins and MCWD by amendment to this Project Agreement.

4. Hopkins will coordinate with MCWD with respect to any permits or approvals that Hopkins requires and timely process MCWD applications without permit review costs, fee or financial assurance, and will timely communicate any local requirements regarding traffic, disturbance or occupation of public ways; subsurface utilities or structures on Hopkins real property; and any other matters. Hopkins, in its capacity as property owner, will cooperate with respect to any permits or approvals required by other units of government, however MCWD will bear all associated fees. Hopkins will allow for ingress/egress and occupation of its real property as necessary or convenient for the MCWD contractor to construct the Gateway and Nature Play Elements on the combined parcels.

5. The MCWD design contract will provide that the design warranty, and the hold harmless and indemnification terms associated with it, will run to the benefit of both MCWD and Hopkins.

C. Construction: Gateway and Nature Play Elements

1. MCWD will solicit bids for construction and select a contractor in accordance with applicable law. MCWD will share the bid tabulation with Hopkins and the parties will consult before the MCWD Board of Managers decides on bid alternates, if any, and awards a contract. On the basis of excessive bids or other circumstances contrary to price or schedule expectations, the MCWD Board of Managers, in its discretion and after the parties' consultation, may reject all bids or take any other lawful action with respect to the solicitation.

2. The construction contract will include the following provisions:

a. That contractor's warranties, hold harmless, and indemnification terms will run to the benefit of both MCWD and Hopkins.

b. The contractor must name Hopkins as an additional insured for commercial general liability (ongoing and completed operations), automobile liability, and any associated umbrella or excess policy up to \$2 million per event/annual aggregate, with such coverage being primary and non-contributory.

c. The contractor must obtain and conform to all applicable Hopkins approvals and requirements.

3. MCWD, through its consulting designer, will oversee construction. MCWD will timely notify Hopkins of construction meetings, which Hopkins may attend.

4. MCWD may issue change orders and work change directives, subject to Hopkins' City Engineer's concurrence in any change that may materially affect the layout of the Gateway Element or Nature Play Element, the design or maintenance of a specific feature, or its durability. For such a change, MCWD will notify the Hopkins City Engineer and provide the Hopkins City Engineer at least three full business days to review and respond. If a proposed change order or work change directive requires MCWD Board of Managers approval, MCWD will notify the Hopkins City Engineer at least two business days before board consideration. Hopkins may have additional time, if its concurrence requires specific engineering review. In such a case, the Hopkins City Engineer will exercise good faith and diligence to respond as quickly as possible in recognition of the need to avoid contract delay. Change order and work change directive

concurrence may also be exercised by the City Manager on behalf of Hopkins. Any contract delay cost resulting from Hopkins' contract change review will be shared equally by the parties.

5. MCWD will give the Hopkins City Engineer a notice of substantial completion and notice of completion. Within 15 days of each receipt of notice, the Hopkins City Engineer will concur, or will advise MCWD specifically of its concern regarding the work or its deviation from the approved design. If the work deviates from the contract or approved design, the parties will consult promptly and in good faith to resolve the matter.

6. Before the Gateway Element or Nature Play Element is opened to public use, MCWD will deliver the designer's certification of completion and record drawings to the Hopkins City Engineer. On delivery of the certification and record drawings: (a) Ownership of the improvements encompassed by the Gateway and Nature Play Elements will vest in Hopkins; and (b) Hopkins will hold harmless and release MCWD from all claims with respect to the design and construction of the Gateway and Nature Play Elements, and assume the obligation to defend and indemnify MCWD with respect to all liabilities, damages and costs resulting from any third-party claim arising from the design, construction or use of the Gateway or Nature Play Element, except as set forth in paragraph F below.

D. Cottageville Park Maintenance

1. MCWD has the following inspection, maintenance and replacement obligations:

a. MCWD will maintain native vegetation and buffer zone improvements, as generally demarcated on the Maintenance Site Plan attached as **Exhibit B** hereto and incorporated herein, within the property encompassed by the Cottageville Park Agreement and the Gateway and Nature Play Elements (all together, "Cottageville Park").

b. MCWD will retain ownership of, and be responsible to inspect and maintain the structural integrity of, the pedestrian bridge associated with the Nature Play Element. MCWD is responsible for any repair or replacement of the bridge should it become necessary.

c. If necessary due to structural condition or breakage, MCWD will repair or replace: (i) the watershed map engraving to be installed as a part of the Gateway Element; and (ii) Cottageville Park signage mutually installed. Each party will be responsible to repair or replace signage that it chooses to install unilaterally pursuant to paragraph A.4, above.

d. MCWD is responsible for capital replacement of improvements on that real property encompassed by the Cottageville Park Agreement that the MCWD owns.

2. Hopkins has the following inspection, maintenance and replacement obligations:

a. Hopkins is responsible for day-to-day inspection and maintenance of Cottageville Park, including but not limited to sanitation, inspection for and addressing hazards resulting from events such as severe weather, and public safety. Hopkins will prioritize inspection and maintenance consistent with the parties' shared recognition that the site is locally and regionally visible.

b. Hopkins is responsible for inspecting and maintaining signage and other public information, except for the watershed map referenced in paragraph D.1.c above. Hopkins promptly will

notify MCWD if signage or public information may require replacement due to structural concerns. Each party is responsible for maintaining any public art installation pursuant to paragraph B.3 above.

c. Hopkins is responsible for inspecting and maintaining the subsurface stormwater management system installed as a part of the CPSMPIP in accordance with the operation and maintenance (O&M) plan attached as **Exhibit C** and incorporated herein, and applicable requirements of its NPDES municipal stormwater system (MS4) permit. The parties will act promptly to execute and file for recording the perpetual easement attached hereto as **Exhibit D**, and incorporated herein, with any non-material changes, to afford Hopkins the rights necessary to perform its inspection and maintenance obligations on and beneath MCWD real property.

d. With the exception of those responsibilities allocated to MCWD under subsection D.1, above, Hopkins is responsible for inspection and capital replacement of all Cottageville Park improvements.

3. When construction of the Gateway and Nature Play Elements is complete, each party will deliver to the other an easement for filing in county land records affording the other party all rights necessary for it to meet its inspection, maintenance and replacement obligations under this Section D ("Easements"). The Easements may contain reasonable conditions to protect water resources, native vegetation, buffer areas and existing improvements.

4. The parties will collaborate with respect to adjustments to signage and other public information within the Gateway and Nature Play Elements. Any public materials, including but not limited to signage, will acknowledge the collaboration of the parties in improving and maintaining Cottageville Park and meet any grant agreement requirements for grantor acknowledgement.

5. If the MCWD Board of Managers finds that Hopkins is not meeting an obligation under paragraph D.2.c, above, MCWD will advise Hopkins in writing and the parties will meet promptly and in good faith to review the concern. Thereafter, if MCWD affirms the deficiency in writing and Hopkins fails to cure the deficiency within 30 days after notice or such other time as the parties may agree, MCWD may assume responsibility for the maintenance, with reimbursement by Hopkins for contract costs incurred. If MCWD does not exercise this right, Hopkins' maintenance responsibility and its responsibility for maintenance costs will remain undiminished.

6. If, during the period that this Project Agreement is in effect, either party becomes concerned that, due to poor design or durability, a feature of the Cottageville Park improvements may merit alteration that deviates materially from the design, it will notify the other party, and the parties will consult in good faith to seek concurrence on an adjustment. The parties must agree to any such alteration in writing.

7. Responsibilities under this section D extend for a minimum of 20 years, unless terminated early by agreement of the parties, from the date that the MCWD designer has certified completion of the Gateway and Nature Play Elements. At any time thereafter, either party may notify the other, in writing, of an intent to terminate this Project Agreement as to the Gateway and Nature Play Elements, and the date at which termination will take effect, which must be at least one year after notice. On notice, the parties will consult and consider a mutual course of action, which may include extending the present use

of the real property and the Project Agreement, repurposing the real property by means of a revised agreement, or pursuing separate courses. If the parties do not agree on a course of action, then on the date of termination each party will assume ownership of all improvements encompassing the Gateway and Nature Play Elements on the real property that it owns, and as to each other, all responsibility for the design and condition of those improvements, and each party may repurpose its real property as it chooses.

8. The parties will perform all responsibilities set forth in this section D in accordance with the O&M plan attached hereto as **Exhibit C**.

E. Allocation of Costs

1. MCWD will bear the costs to design and construct the Gateway and Nature Play Elements.
2. Except as explicitly stated in this Project Agreement, each party will bear all other costs it incurs to fulfill its inspection, maintenance, repair, replacement, and other obligations under this Project Agreement.
3. Each party will bear its own administrative costs to implement this Project Agreement.

F. Additional Terms

1. This Project Agreement coordinates the independent activities of the parties to achieve the combined set of municipal and watershed goals. The Project Agreement is not a joint powers agreement. The governing body of each party will retain its authority to direct the activities for which that party is responsible. Neither party is responsible for the acts or omissions of the other within the meaning of Minnesota Statutes 471.59, subdivision 1a(a).
2. Except as explicitly stated in this Project Agreement, only contractual remedies are available for the failure of a party to fulfill the terms of this Project Agreement.
3. Hopkins will hold the MCWD, its board members and employees harmless, and indemnify them, from any and all actions, costs (including reasonable attorney fees), damages and liabilities to the degree they are the result of any action or inaction by Hopkins or its contractor that is the basis for the liability of Hopkins or its contractor in law or equity, including but not limited to ordinary negligence. MCWD will hold Hopkins, its council members and employees, harmless, and indemnify them, from any and all actions, costs (including reasonable attorney fees), damages and liabilities to the degree they are the result of any action or inaction by MCWD or its contractor that is the basis for the liability of MCWD or its contractor in law or equity, including but not limited to ordinary negligence. Notwithstanding the foregoing or any other term of this Project Agreement, neither MCWD nor Hopkins waives immunity in tort. This Project Agreement creates no right in and waives no immunity, defense or liability limit with respect to any third party.
4. Except as explicitly stated in this Project Agreement, the Parties do not intend to confer on any third party any rights under this Agreement.
5. Any notices permitted or required by this Project Agreement shall be deemed given when in writing, explicitly referenced to this Project Agreement, and received by the following representative of the receiving party:

Josh Wolf, Project and Land Program Manager
Minnehaha Creek Watershed District
15320 Minnetonka Boulevard
Minnetonka, MN 55345
952-641-4588
jwolf@minnehahacreek.org

PeggySue Imihy Bean, Special Projects and Initiatives Manager
City of Hopkins
1010 1st Street South
Hopkins, MN 55343
952-548-6344
pimihy@hopkinsmn.com

A party may change its representative by written notice to the other party.

6. Data provided, produced or obtained under this Project Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The parties will immediately report to each other any requests from third parties for information relating to this Project Agreement. The parties agree to promptly respond to inquiries from each other concerning data requests.

7. This Project Agreement shall be governed by and construed in accordance with the laws of Minnesota. Any disputes, controversies, or claims arising under this Project Agreement shall be heard in the state or federal courts of Minnesota.

8. This Project Agreement may not be assigned by either party without the written consent of the other party.

9. The parties agree not to discriminate in providing products and services under this Project Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion.

10. The provisions of this Project Agreement are severable and, if any portion of this Project Agreement is for any reason held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Project Agreement.

11. Any waiver by either party of a breach of any provision of this Project Agreement will not affect, in any respect, the validity of the remainder of this Project Agreement.

12. The parties will comply with applicable federal, state, and local laws, statutes, rules, ordinances, and regulations in effect as of the date of this Project Agreement.

13. Notwithstanding any other provision to the contrary, this Project Agreement may be terminated by mutual written agreement at any time.

14. Each of the parties recognizes and acknowledges that a breach by it of any covenants contained in this Project Agreement will cause the other party to sustain damages for which it would not have an adequate remedy at law for money damages, and therefore each of the parties agrees that in the event

of any such breach the aggrieved party shall be entitled to the remedy of specific performance of such covenants and agreements and injunctive and other equitable relief to which it may be entitled, at law or in equity.

15. This Project Agreement shall constitute the entire agreement between the parties. This Project Agreement supersedes any other written or oral agreements between the parties. This Project Agreement may only be modified in writing signed by the parties.

[Signature page to follow]

DRAFT

THE CITY OF HOPKINS:

**THE MINNEHAHA CREEK WATERSHED
DISTRICT:**

By: _____

By: _____

Its: Mayor

Its: _____

Date: _____

Date: _____

By: _____

By: _____

Its: City Manager

Its: _____

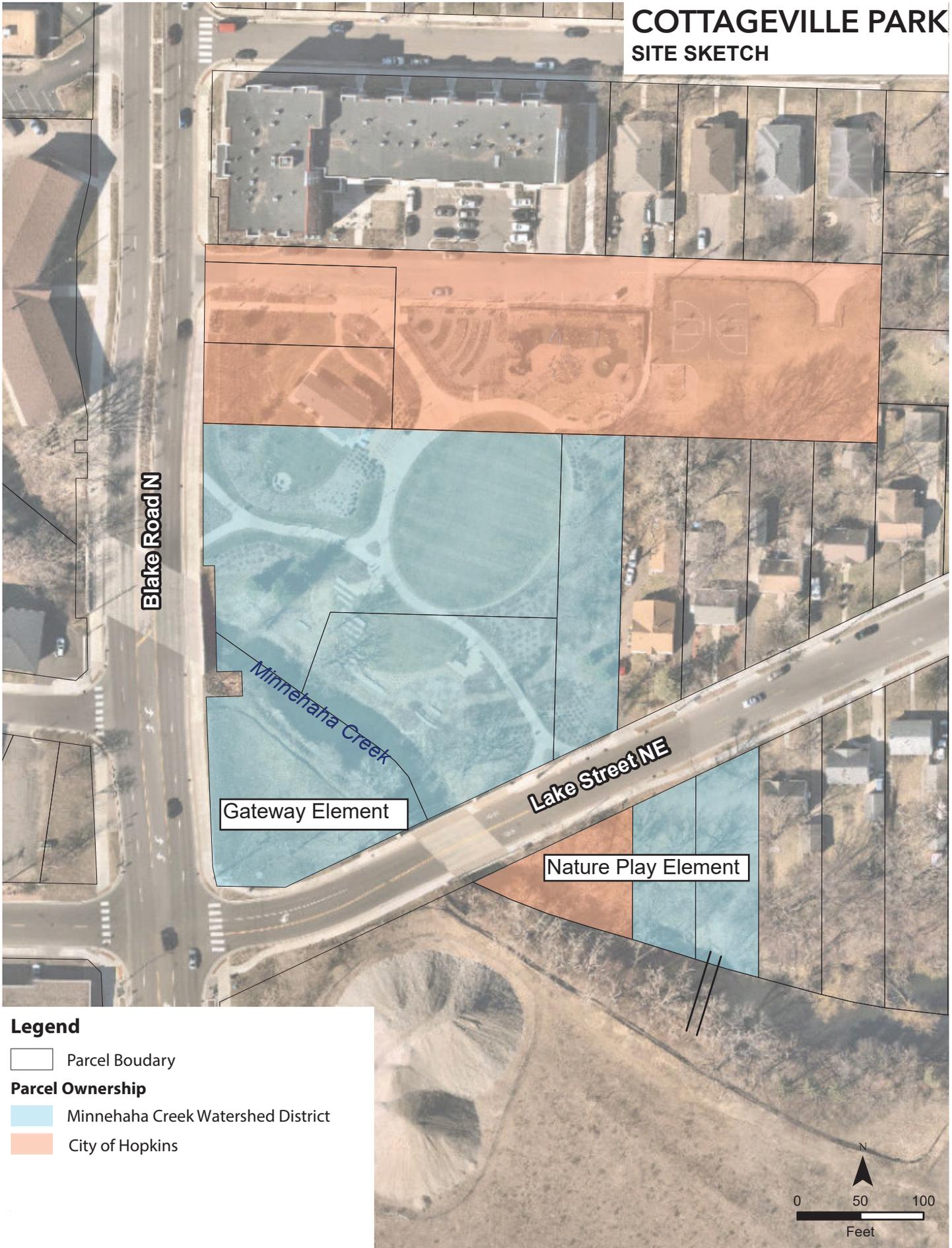
Date: _____

Date: _____

DRAFT

Exhibit A

COTTAGEVILLE PARK SITE SKETCH



Legend

 Parcel Boundary

Parcel Ownership

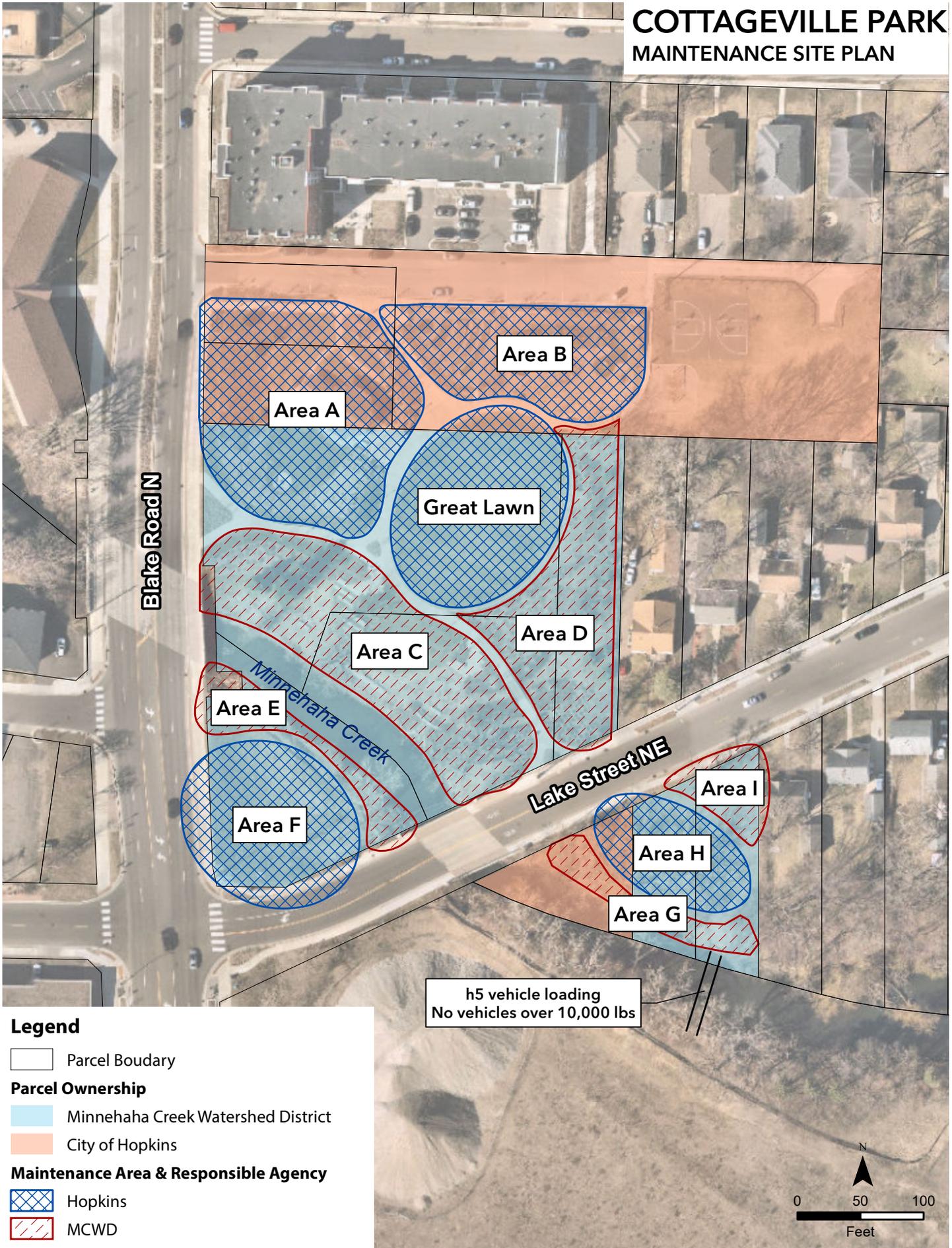
 Minnehaha Creek Watershed District

 City of Hopkins



Exhibit B

COTTAGEVILLE PARK MAINTENANCE SITE PLAN



Legend

Parcel Boundary

Parcel Ownership

Minnehaha Creek Watershed District

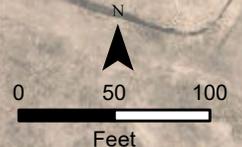
City of Hopkins

Maintenance Area & Responsible Agency

Hopkins

MCWD

h5 vehicle loading
No vehicles over 10,000 lbs





Cottageville Park Restoration Project

Operations and Maintenance Plan

April 2023



Photo Courtesy of Erdahl Photos

EXECUTIVE SUMMARY

Constructed in 2015 through a partnership between the Minnehaha Creek Watershed District (MCWD or District) and the City of Hopkins, the Cottageville Park project transformed a formerly hidden park into a community amenity that created nearly 5 acres of new park space which includes a new play area, community garden, trails, seating, lighting, educational signage, and a pavilion. The park lies on adjacent tracts of land owned by MCWD and the City of Hopkins. This project is part of the Minnehaha Creek Greenway, which is a stretch of more than 109 acres of continuous green space constructed or planned for construction along Minnehaha Creek in Hopkins and St. Louis Park.

The space below the park features an underground filtration system which treats polluted stormwater runoff from 22 acres of land area that previously flowed untreated into Minnehaha Creek. This stormwater system keeps approximately 26 pounds of phosphorus and 2.8 tons of sediment from entering Minnehaha Creek annually. The park also features native plantings throughout the park and along the 400 feet of Minnehaha Creek frontage, which reduces erosion during high flow events, filters stormwater, and improves habitat for fish and wildlife.

In 2021 and 2022, MCWD designed improvements for the remaining parcels slated to become part of Cottageville Park. These improvements include the Gateway to Greenway on the parcel across Minnehaha Creek from the existing park (designated as Phase II), and the Nature Play area on the parcels located across Lake St from the existing park (designated as Phase III). The Nature Play area includes nature-based play equipment, an extension of the Minnehaha Creek Greenway trail, and a pedestrian bridge that connects Cottageville Park to the 325 Blake Rd restoration and redevelopment across Minnehaha Creek. The Gateway to Greenway features a pergola and native plantings.

To ensure that maintenance roles and responsibilities for Cottageville Park are clearly communicated between the project partners, this Operations and Maintenance (O&M) plan has been prepared as a cooperative effort by MCWD and the City of Hopkins. To fulfill the conditions of the Project Agreement for Cottageville Park Improvement and Maintenance (“Project Agreement”), and to further the mutual goals of the District and the City, this O&M plan outlines specific roles and responsibilities to maintain the Cottageville Park project.

This O&M Plan is organized into the following sections:

- I. Introduction
- II. Site Boundaries and Key Areas of Inspection and Maintenance
- III. Project Elements Requiring Maintenance
- IV. Site Protection and Safety
- V. Conclusion

I. Introduction

A Cooperative Agreement between MCWD and the City of Hopkins (Hopkins) was executed on September 10, 2010, and was amended twice. It described roles and responsibilities to design,

construct and maintain the Cottageville Park Stormwater Management and Park Improvement Project (Project). The Cooperative Agreement stated that the City of Hopkins would maintain the vegetation and stormwater management facilities in accordance with a facility and vegetation management plan approved by MCWD. In 2023, the superseding Project Agreement was executed by the parties to update and establish the terms for ongoing Project maintenance, incorporating construction and maintenance of the Gateway to Greenway and Nature Play parcels and improvements with ongoing Project maintenance terms from the Cooperative Agreement. This O&M plan was drafted to implement the Project Agreement and is attached to and incorporated into it.

Under the Project Agreement, MCWD may inspect the facilities and vegetation to confirm that Hopkins' maintenance is meeting the requirements of this O&M Plan. If MCWD finds that the maintenance is not meeting the requirements, MCWD may provide Hopkins a written notification describing the deficiency, and Hopkins has 30 days (or another agreed upon timeframe) to correct the issues. If corrections are not promptly made, MCWD may perform maintenance and be reimbursed by Hopkins for its costs.

The Project Agreement also states generally that MCWD and Hopkins together will design, install and maintain project signage and that the sign materials will acknowledge the shared participation of the parties in the project.

This O&M plan lists specific maintenance needs, frequency of maintenance activities, the responsible party, and any coordination that the maintenance involves. All maintenance and other activities will reasonably minimize impact to the surrounding natural environment and to any prior-constructed improvements. Each party is responsible for any damage its activity causes to the facilities owned by the other party.

Under this O&M plan, each party will perform certain inspection, maintenance and replacement activities on the real property of the other party. The parties have conveyed cross-easements to allow for this work to occur. The easement is an exhibit to the Project Agreement. Each party will perform all work under this plan in accordance with the easement terms.

Regular inspections and indicated maintenance of project facilities will reduce the risk of safety hazards, support facility longevity, and allow for timely work to maintain the integrity of the facilities and the project as a whole. Documentation of inspection and maintenance work is important for proper facility management, and also to protect the parties in the event of an injury or other occurrence that may prompt a liability claim. Annually, the City of Hopkins and MCWD will share their respective inspection, monitoring and maintenance records for the activities identified in Table 2 (City of Hopkins and MCWD Stormwater System Inspections, Operations, and Maintenance Tasks), including any follow-up maintenance that was required.

II. Site Boundaries and Key Areas of Inspection and Maintenance

Attachment A, Maintenance Site Plan, details property boundaries, the project area subject to this Maintenance Plan, and key areas of inspection and maintenance identified in Tables 1-4.

III. Project Elements Requiring Maintenance

Tables 1-4 specify the facilities that require routine inspection and maintenance, potential issues with those facilities, frequency at which inspection and/or maintenance is to occur, and the party responsible for inspection and/or maintenance. The inspection frequency for items listed below is based on a consideration of potential hazards, public use patterns, the benefits of early identification of maintenance and repair needs, and staff/contractor costs. The attached Maintenance Site Plan (Attachment A) identifies location(s) of indicated facilities. Each responsible party will seek to inform the other promptly of observed maintenance needs and, at times other than those indicated in the tables, respond to information received about site conditions.

Maintenance activities in Tables 1-4 with more detailed descriptions or instructions are listed below.

Table 1: City of Hopkins Cottageville Park Inspection, Operations, and Maintenance Tasks

All Park Areas – Areas A, B, C, D, E, F, G, H, I & Great Lawn			
Facility to be Maintained or Inspected; Maintenance Activity	Description	Frequency	Comments/ Responsible Party
Pavilion	Inspect bathrooms General maintenance	Daily: in season Weekly	Hopkins inspects and maintains
Trash receptacles maintenance	Removal of trash from receptacles	Weekly	Hopkins maintains
Litter and debris removal	Remove trash, debris, and litter from site areas, and accessible site components. No structure entry anticipated. Sweep ground and surfaces clear of sediment, litter, and organic debris – bagging and removing as necessary. Excessive organic debris should be removed when it is near drainage structures, in vegetated areas that may impede the proper growth of desirable vegetation, or otherwise impacts site function. Woody debris should be removed when it is accumulated in an area that inhibits site function or poses an aesthetic or	Weekly or as required	Hopkins maintains

	safety issue, or may be relocated when it is found in a vegetated area. Sweep loose aggregate / mulch onto proper surface.		
Mulched natural surface trails	Litter & debris removal, flow path clearing, weed control, groundcover refreshing	Weekly: litter & debris removal. Monthly: flow path clearing. Monthly during growing season: weed control. Seasonally: groundcover refreshing	Hopkins inspects and maintains
Turf maintenance	Mowing, weed treatment, fertilization, and adjustment of irrigation	As needed throughout growing season	Hopkins maintains
Trail Mowing	Mow a 3-foot-wide strip along pedestrian areas. String trimming permitted in difficult to reach areas.	Monthly during growing season	Hopkins maintains
Irrigation system use and maintenance	Irrigation system will need spring "start-up" and fall "shut-down" as well as periodic adjustments throughout the growing season; Hopkins to consider a soil moisture sensor to automatically adjust irrigation. Repair leaking irrigation or damaged emitters.	Spring: start-up. Growing season: adjustment and maintenance. Fall: Blow out irrigation lines and winterize system	Hopkins operates, inspects, and maintains. Contact irrigation contractor for repairs if necessary. MCWD to contact Hopkins if irrigation levels are not appropriate for landscape plantings.
Removal of trees/limbs capable of falling	Evaluation/ removal of unhealthy or dead trees and limbs	Twice annually in spring and fall and after major storms	Hopkins inspects and maintains. Where the work involves specimen oaks along the streambank, absent immediate hazard, Hopkins will contact the MCWD before tree or limb removal.
Benches maintenance	Materials can degrade over time; benches may be vandalized	Twice annually in spring and fall	Hopkins inspects and maintains
Drinking fountain maintenance	Drinking fountain will need periodic inspection for repair needs related to regular use; will need to be winterized annually	Twice annually in spring and fall	Hopkins inspects and maintains
Bicycle rack maintenance	Racks will need periodic inspection for repair needs related to regular use	Twice annually in spring and fall	Hopkins inspects and maintains

Electrical utility and lighting (poles and fixtures) maintenance	Utilities will need periodic inspection for repair needs related to regular use; replacement of lighting components will be required	Twice annually in spring and fall	Hopkins inspects and maintains
Interpretive signage	Develop, locate, and maintain informational and interpretive signs	Twice annually in spring and fall	MCWD and Hopkins jointly maintain
Wayfinding/directional signage	Develop, locate, and maintain wayfinding and directional signs	Twice annually in spring and fall	MCWD and Hopkins jointly maintain
Erosion on path edges/slopes	Unstable slopes adjacent to path erodes	Annually in spring; as needed after storm events	Hopkins inspects and maintains
Debris on paths	Leaves, sticks, dirt accumulate on trail	Annually in spring	Hopkins inspects and maintains with blower/sweeper
Settling around storm pipes under concrete trail	Trail settles on either side of storm pipe causing uneven trail	Annually in spring	Hopkins inspects and maintains
Concrete paths, steppers, and pavers	Freeze/thaw or tree roots cause concrete to heave	Annually in spring	Hopkins inspects and maintains
Timber walk sections maintenance	Timbers can degrade over time	Annually in spring	Hopkins inspects and maintains
Steel edging maintenance	May become damaged from turf mowing and snow removal	Annually in spring	Hopkins inspects and maintains
Timber walk abutments	Frost and water cause path and timber walk abutment to become askew	Annually in spring	Hopkins inspects and maintains
Furnishing Refreshing	Remove and sand jagged surfaces and protrusions. Oil wooden benches and surfaces based on aesthetic desired. Power wash solid stone and wood surfaces. Remove graffiti and repaint. Replace and restore loose aggregate areas.	Annually in spring	Hopkins inspects and maintains
Aggregate Refreshing	Replace and restore loose aggregate areas.	Annually in spring	Hopkins inspects and maintains
Pruning	Prune woody vegetation within 5 feet of pedestrian areas for proper structure, removal of dead limbs, and provide 14-foot vertical clearance.	Annually in late Fall	Hopkins inspects and maintains
Snow removal	Snow and ice accumulation during the winter months, including pedestrian bridge	As needed throughout winter season	Hopkins inspects and maintains

Inspect for bee/wasp nests	Railings, timber walks, and benches may be locations for bee/wasp nests	As needed	Hopkins inspects and maintains
Graffiti control	Remove graffiti, re-paint surfaces	As needed	Hopkins inspects and maintains
Wildlife control	Wildlife abatement	As needed	Hopkins addresses on as-needed basis
Minor Concrete/Masonry Repair	Repair spalling, cracking, or displaced/loose concrete or masonry site components. Repair damage with parging, patching, or replacement of missing components. Major repairs may need to be professionally contracted.	As needed	Hopkins inspects and maintains
Metal Structure Repair	Paint chips, flaking, or corrosion. On painted metal structures, remove excess rust through mechanical means (wire brush or sanding), and apply touch-up paint to cover chips. On galvanized steel structures, remove excess rust through mechanical means (wire brush or sanding), and apply cold galvanize to the affected area.	As needed	Hopkins inspects and maintains

Playground & Community Garden – Area B

Facility to be Maintained or Inspected	Description	Frequency	Comments/Responsible Party
Playground Area	Equipment safety inspection General maintenance	Monthly Weekly	Hopkins inspects and maintains
Community garden fence maintenance	Fence will need periodic inspection for repair needs related to regular use	Twice annually in spring and fall	Hopkins inspects and maintains

Gateway – Area F

Facility to be Maintained or Inspected	Description	Frequency	Comments/Responsible Party
Gateway Pergola	Litter & debris removal, wipe down surfaces, and furnishing refreshing.	Weekly: litter & debris removal. Monthly: wipe down surfaces. Seasonally: furnishing refreshing	Hopkins inspects and maintains
Decorative concrete	Litter & debris removal, flow path clearing, weed control,	Weekly: litter & debris removal. Monthly: flow path clearing.	Hopkins inspects and conducts weekly, monthly, and seasonal

	groundcover refreshing, minor concrete repair	Monthly during growing season: weed control. Seasonally: groundcover refreshing. As needed based on inspection: minor concrete repair	maintenance. MCWD repairs and replaces damaged portions.
Wooden benches	Litter & debris removal, wipe down surfaces, furnishing refreshing. Replace broken or carved (vandalized) slats. Minor split or checked slats should be sanded to reduce the chance of splinters. Follow the manufacturer’s recommendation on finishing bench tops with oil depending on desired aesthetic.	Weekly: litter & debris removal. Monthly: wipe down surfaces. Seasonally: furnishing refreshing and winterization	Hopkins inspects and maintains
Swing benches	Litter & debris removal, wipe down surfaces, furnishing refreshing	Weekly: litter & debris removal. Monthly: wipe down surfaces. Seasonally: furnishing refreshing and winterization	Hopkins inspects and maintains
Interpretive features	TBD	TBD	TBD
Picnic tables	Litter & debris removal, wipe down surfaces, furnishing refreshing	Weekly: litter & debris removal. Monthly: wipe down. Seasonally: furnishing refreshing and winterization	Hopkins inspects and maintains
Natural stone seat wall and step units	Stone block seating and stone step units. Litter & debris removal, flow path clearing, groundcover & furnishing refreshing, minor concrete/masonry repair, stain removal through power washing with hot water.	Weekly: litter & debris removal. Monthly: flow path clearing. Seasonally: groundcover & furnishing refreshing. As needed based on inspection: minor concrete/masonry repair, stain removal	Hopkins inspects and maintains
Nature Play – Area H			
Facility to be Maintained or Inspected	Description	Frequency	Comments/ Responsible Party
Nature Play Area play equipment and surfacing	Consists of engineered wood fiber, synthetic turf mounds, precast acorns, nature-based	Weekly: litter & debris removal. Monthly: flow path clearing and	Hopkins inspects and maintains

	<p>play features. Litter & debris removal, flow path clearing, wipe down surfaces, groundcover & furnishing refreshing. When engineered wood fiber depth is inconsistent, rake to consistent depth, supplementing with additional fiber as needed to maintain a 9-inch depth within a six-foot fall radius around play structures. When loose hardware, sharp edges, or split wood is present, loose fasteners should be tightened and sharp edges should be sanded. Power wash acorns if staining occurs, and contact precast supplier for patching material and instructions for any chipping.</p>	<p>wipe down surfaces. Seasonally: groundcover & furnishing refreshing</p>	
Nature Play Area wood post barrier fence	<p>If wood splits or checking, degraded rope, or loose hardware is present, tighten loose fasteners, sand sharp edges created by wood checks, and tighten or replace rope as needed.</p>	<p>Inspect twice annually or as needed</p>	<p>Hopkins inspects and maintains</p>
Crushed aggregate surfacing	<p>Litter & debris removal, flow path clearing, weed control, groundcover refreshing when settled or bare areas of crushed aggregate are present through filling low areas with material specified in construction drawings and compacting in place.</p>	<p>Weekly: litter & debris removal. Monthly: flow path clearing. Monthly during growing season: weed control. Seasonally: groundcover refreshing</p>	<p>Hopkins inspects and maintains</p>
Mulched natural surface trails	<p>Litter & debris removal, flow path clearing, weed control, groundcover refreshing</p>	<p>Weekly: litter & debris removal. Monthly: flow path clearing. Monthly during growing season: weed control. Seasonally: groundcover refreshing</p>	<p>Hopkins inspects and maintains</p>
Wooden benches	<p>Litter & debris removal, wipe down surfaces, furnishing refreshing. Replace broken or carved (vandalized) slats. Minor</p>	<p>Weekly: litter & debris removal. Monthly: wipe down surfaces. Seasonally: furnishing</p>	<p>Hopkins inspects and maintains</p>

	split or checked slats should be sanded to reduce the chance of splinters. Follow the manufacturer’s recommendation on finishing bench tops with oil depending on desired aesthetic.	refreshing and winterization	
Picnic tables	Litter & debris removal, wipe down surfaces, furnishing refreshing	Weekly: litter & debris removal. Monthly: wipe down. Seasonally: furnishing refreshing and winterization	Hopkins inspects and maintains
Pedestrian Bridge	Litter & debris removal, wipe down surfaces, and furnishing refreshing. Check for chipped paint, loose guardrail cables, and erosion around bridge abutments. On galvanized steel structures, remove excess rust through mechanical means (wire brush or sanding), and apply cold galvanize to the affected area. If guardrail cables are loose, first attempt to tighten cable at turnbuckle. If unsuccessful contact manufacturer for replacement cable and installation instructions. Erosion around bridge abutments should be corrected to prevent undermining of foundations.	Weekly: litter & debris removal. Monthly: wipe down surfaces. Seasonally: winterization; snow removal; furnishing refreshing Inspect twice annually or as needed.	Hopkins conducts weekly maintenance and snow and ice removal. MCWD inspects and maintains bridge structure and components for structural integrity and long-term condition.

Table 2: City of Hopkins and MCWD Stormwater System Inspection, Operations, and Maintenance Tasks

Stormwater System – Areas C, D & Great Lawn			
Maintenance or Inspection Activity	Description	Frequency	Comments/Responsible Party
Drainage Structure Clearing	Clear structures and grates to facilitate proper function of drainage structures	Monthly	Hopkins inspects and maintains
Flow Path Clearing	Remove obstructions and debris to promote proper overland flow	Monthly	Hopkins inspects and maintains

Storm sewer and Filtration system monitoring	MCWD monitors for performance: samples stormwater at system inlet and system outlet to determine phosphorous removal concentrations	Monitor April through October, after precipitation events	MCWD performs stormwater sampling and monitoring
Stormwater facilities, sewer pipes and pre-treatment system	Remove sediment, trash, and debris. Cleanout storm sewer pipes and manholes 1, 2, 3, and 5 which contain baffled sumps. Sediment removal requires a vacuum truck which will be located only on Hopkins property. Hoses will be utilized as necessary on MCWD property.	Inspect and clean annually in late summer or fall	Hopkins inspects and maintains
Replace filter media	Remove and replace filter media with fresh sand, iron filings (5%) and coarse aggregate	Replacement occurs when MCWD stormwater monitoring data indicate filter media is not removing phosphorous per project design (typically each 6-8 years)	Hopkins performs system maintenance to remove and replace filter media
Maintenance Records	Documentation of inspections, data, and maintenance activities performed	As actions are performed	MCWD and Hopkins document actions for activities indicated in this table and provide inspection and maintenance information as requested

Table 3: City of Hopkins Vegetation Management Inspection, Operations, and Maintenance Tasks and Responsibilities

Pavilion and Playground – Areas A & B			
Maintenance or Inspection Activity	Description	Frequency	Comments/Responsible Party
Landscape vegetation management within the pavilion area (Area A) and playground area (Area B)	Weed treatment (herbicide application, spot mowing or hand weeding), plant replacement, pruning, and monitoring	Weed treatment 3 times during growing season at minimum; plant replacement and pruning once	Hopkins inspects and maintains

		annually or as needed	
Hardwood mulch maintenance within the pavilion area (Area A) and playground area (Area B)	Replace shredded hardwood mulch throughout Area A and Area B	Once annually in spring	Hopkins has shredded hardwood mulch for park use. Hopkins installs in spring as necessary (approx. every other year)
Re-Planting	Replant bare areas (missing more than approximately 30 square feet of vegetation) with native plantings based on the original planting plan	As needed based on inspection	Hopkins inspects and maintains
Gateway & Nature Play – Areas F & H			
Facility to be Maintained or Inspected; Maintenance Activity	Description	Frequency	Comments/ Responsible Party
Landscape vegetation within the Gateway and Nature Play areas	These areas are highly visible to the public and maintenance activities are performed more frequently. Shrub and tree pruning, refresh mulch, weeding, cutting back previous seasonal growth, trunk protection. Review snow removal plan & storage areas with MCWD maintenance staff. Bare areas should be replanted/reseeded based on the original planting plan.	Monthly June through September: weeding. Annually: Shrub and tree pruning, refresh mulch. Annually in late May: Cut back previous season seedheads & grasses (cut perennials back to 4-6", cut grasses back to top of clump mass). Prune flopping/ drooping material for aesthetics (leaf litter in beds may be used as protective mulch over winter). Late October: Install trunk protection on trees as needed to prevent damage from wildlife	Hopkins inspects and maintains
Re-Planting	Replant bare areas (missing more than approximately 30 square feet of vegetation) with native plantings based on the original planting plan	As needed based on inspection	Hopkins inspects and maintains

Table 4: MCWD Vegetation Management Inspection, Operations, and Maintenance Tasks and Responsibilities

Streambank and Landscape Area to the southeast of the Great Lawn - Areas C & D			
Maintenance or Inspection Activity; Maintenance Activity	Description	Frequency	Comments/Responsible Party
Landscape vegetation management within the area adjacent to the creek (Area C) and areas south and east of the oval lawn (Area D) including trees; does not include turf	Weed treatment (herbicide application, spot mowing, or hand weeding), plant replacement, pruning, and monitoring	Weed treatment 3 times during growing season at minimum; plant replacement and pruning once annually or as needed	MCWD inspects and maintains
Streambank/floodplain vegetation management and erosion control prevention	Weed treatment (herbicide application or hand weeding), plant replacement, pruning, application of erosion control practices	Weed treatment 3 times during growing season at minimum; plant replacement and pruning once annually or as needed; determine need for erosion control once annually	MCWD inspects and maintains
Hardwood mulch maintenance within the area adjacent to the creek (Area C) and areas south and east of the oval lawn (Area D) including trees	Replace shredded hardwood mulch throughout Area C and Area D	Once annually in spring	Hopkins has shredded hardwood mulch for park use. MCWD Contractor installs in spring as necessary (approx. every other year)
Pruning	Prune woody vegetation within 5 feet of pedestrian areas for proper structure, removal of dead limbs, and provide 14-foot vertical clearance	Annually in late Fall	MCWD inspects and maintains
Planting & Mulching	Replant bare areas (missing more than approximately 30 square feet of vegetation) with native plantings based on the original planting plan. Refresh shredded hardwood mulch approximately every 2-3 years in plant beds.	As needed based on inspection	MCWD inspects and maintains
Gateway & Nature Play – Areas E, G, & I			

Maintenance or Inspection Activity; Maintenance Activity	Description	Frequency	Comments/Responsible Party
Landscape vegetation within the Gateway and Nature Play areas	Weeding, shrub and tree pruning, trunk protection. Bare areas should be replanted/reseeded based on the original planting plan.	Monthly during the first three years from June through September: weeding. Every two to five years: Shrub and tree pruning. Late October: Install trunk protection on trees as needed to prevent damage from wildlife. As needed: to ensure a safe, functional, and clean site	MCWD inspects and maintains
Rain Gardens	Rain gardens at Gateway and Nature Play consist of vegetated areas, drainage structures, and subdrains. Litter & debris removal, drainage structure and flow path clearing, weed control, pruning, winterization, drainage structure maintenance, pipe maintenance, erosion repair, minor concrete/masonry repair, planting and mulching.	Weekly: litter & debris removal. Monthly: drainage structure and flow path clearing. Monthly during growing season: weed control. Seasonally: pruning and winterization. As needed based on inspection: Drainage structure, pipe, erosion, minor concrete/masonry maintenance and repair. Planting and mulching.	MCWD inspects and maintains

IV. Site Protection and Safety

The City of Hopkins is responsible to maintain the entire park, including the pedestrian bridge, on a day-to-day basis for purposes of sanitation, snow and ice management, and public safety.

The City of Hopkins will set ordinances and other terms for public use of the park. The City will prohibit the operation of motorized vehicles within the park, except as required under the Americans with

Disabilities Act or other legal requirements. The City's use of motorized vehicles or equipment on MCWD property will be in accordance with the easement referenced in section I, above.

MCWD will coordinate with the City of Hopkins to designate location names for various areas of Cottageville Park to aid emergency personnel in locating park users in need of assistance.

Hopkins will trim vegetation to maintain adequate sight lines and visibility for crime prevention purposes, except that MCWD will be responsible for native vegetation management as set forth in the Project Agreement. The City of Hopkins and MCWD will coordinate to identify areas that require open sight lines, and the City and MCWD each will prune and trim within its area of management as indicated in Tables 1-4, above.

The City of Hopkins regulates the removal of graffiti by City ordinance (City Code Section 405). Certain areas of the park are problem areas for litter. Large garbage bins are located at the park entrances, near the playground, and at the Nature Play area and are maintained by the City of Hopkins.

V. Conclusion

The City of Hopkins and MCWD accept perpetual maintenance responsibility for the project elements detailed within this Operations and Maintenance Plan but will work to coordinate specific maintenance tasks determined to be necessary. The parties will work together in good faith to protect the condition of the facilities as a whole.

This Operation & Maintenance Plan sets forth the maintenance responsibilities as provided for in the Project Agreement.

IN WITNESS WHEREOF, the parties execute this Operations & Maintenance Plan by their authorized officers.

CITY OF HOPKINS

By _____ Date: _____

Its City Manager

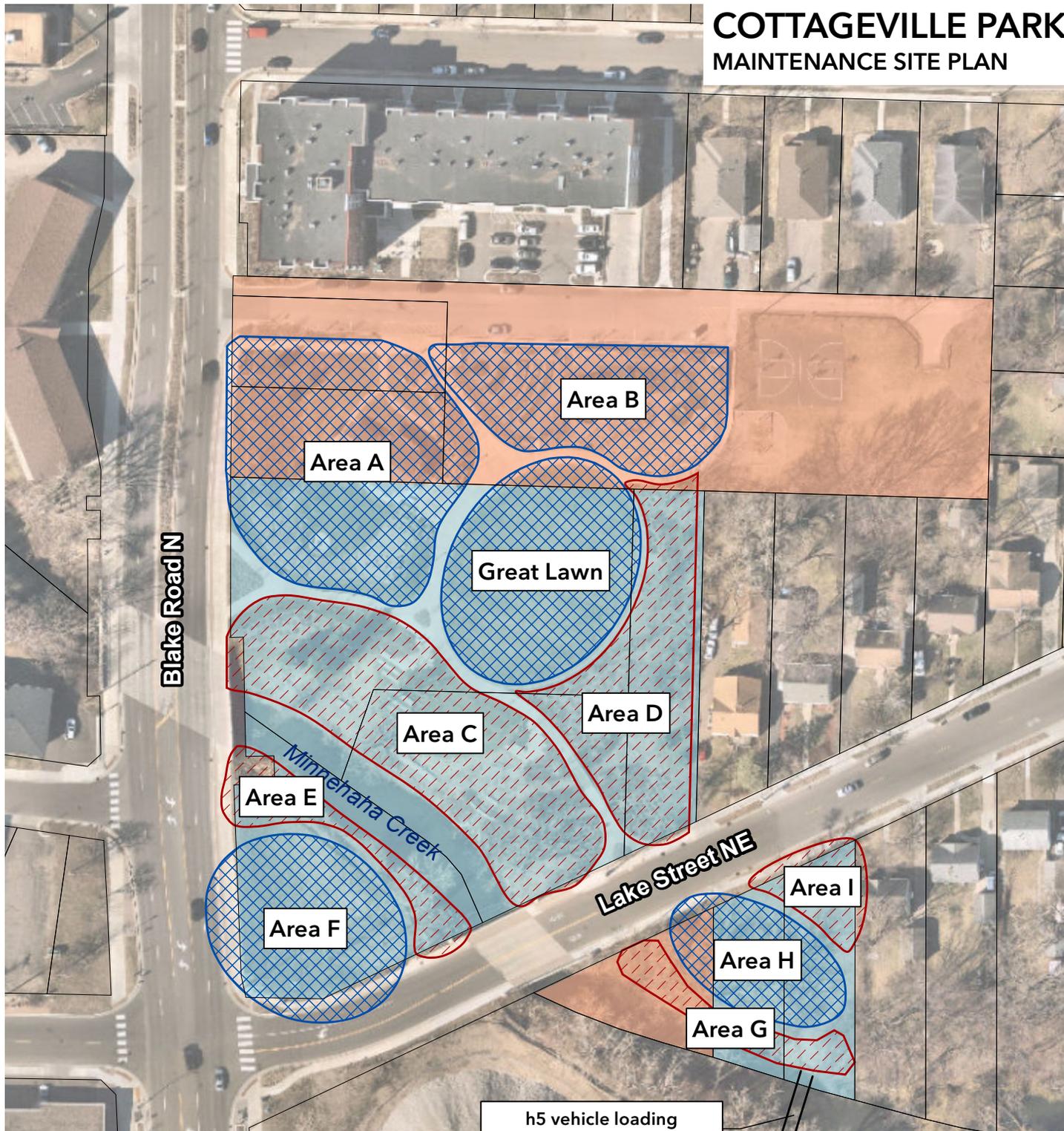
MINNEHAHA CREEK WATERSHED DISTRICT

By _____ Date: _____

Its Administrator

DRAFT

COTTAGEVILLE PARK MAINTENANCE SITE PLAN



Legend

Parcel Boudary

Parcel Ownership

Minnehaha Creek Watershed District

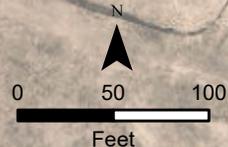
City of Hopkins

Maintenance Area & Responsible Agency

Hopkins

MCWD

h5 vehicle loading
No vehicles over 10,000 lbs



EASEMENT

On the Property of the Minnehaha Creek Watershed District Hennepin County, Minnesota

Legal description of Burdened Property:

See Attachment A

THIS EASEMENT is entered into between the Minnehaha Creek Watershed District, a special-purpose governmental body with authorities specified at Minnesota Statutes Chapters 103B and 103D (“Grantor”), and the City of Hopkins, a home rule charter city of the State of Minnesota (“Grantee”) (together, the “Parties”).

RECITALS

A. Grantor owns the Burdened Property in fee, which is adjacent to a parcel owned by Grantee in fee. The Parties partnered to design and construct public park improvements on the two adjacent parcels. As a part of these improvements, the Parties constructed a stormwater management facility to treat stormwater runoff from the contributing developed subwatershed (“Facility”). The Facility consists of four sump/baffle manholes, an underground pipe gallery, a chamber containing an iron-enhanced sand filter medium, tile to collect and convey stormwater passing through the chamber, an outlet structure with stone veneer discharging into Minnehaha Creek, and associated appurtenances. The Facility is located in part under each of the twoparcels.

B. By agreement of the Parties, Grantor is responsible to maintain native vegetation, creek buffer zone improvements and signage on the Burdened Property, and Grantee is responsible to: (1) provide day-to-day maintenance of the remainder of the public space on the Burdened Property, including but not limited to sanitation, inspection for and addressing hazards resulting from events such as severe weather, and public safety; and (2) maintain the Facility.

C. Grantor conveys this Easement to Grantee so as to allow Grantee to fulfill its maintenance obligations on and under the Burdened Property as described in Recital B, and set forth more fully in one or more agreements between the Parties.

TERMS

1. Grantee may enter on and beneath the Burdened Property on foot and may use hand-operated motorized and non-motorized equipment, and self-propelled mowing equipment, to perform inspection and maintenance activities described at Recital B, above. Grantee may operate other small self-propelled motorized equipment to facilitate maintenance activity but will restrict such equipment to paved areas. When a vacuum truck or similar vehicle is used to maintain elements of the Facility, it may be operated on the Burdened Property, but will be restricted to paved areas.
2. Notwithstanding section 1, Grantee may occupy the Burdened Property in a more extensive manner as necessary or convenient to remove and replace iron-sand medium and otherwise to perform unscheduled maintenance or repair work of a more substantial nature. In this case, the Parties will consult in advance and determine reasonable terms for Grantee's occupation that avoid damage or interference of use unacceptable to Grantor. Notwithstanding the previous sentence, if Grantee determines it must occupy the Burdened Property immediately to prevent injury, environmental harm or material property damage, it will take reasonable steps to notify Grantor before entering the Burdened Property and, in any event, will notify Grantor by the next businessday.
3. In exercising its easement rights, Grantee will avoid damage to any tree or root system, native vegetation, improvements and signage, and will avoid actions that foster erosion of the creek bank. Grantee will remove all trash and debris and will repair any damage to soils, vegetation, paved or installed surfaces or other surface or subsurface improvements resulting from its activity on the Burdened Property.
4. In exercising its easement rights, Grantee is acting on its own behalf and not in any respect as agent or representative of Grantor. Grantor and Grantee each remains solely responsible to maintain liability and other insurance as each deems appropriate for its actions on and authority over the Burdened Property.
5. The above recitals are incorporated into this Easement as terms hereof. The Parties may amend this Easement only by a duly executed writing. This Easement will run with the land in perpetuity and bind and benefit the parties and their respective representatives, heirs, successors, assigns and all others who exercise any right by or through them. Grantee, at its cost, may file and refile this Easement in the Hennepin County land records.

MINNEHAHA CREEK WATERSHED DISTRICT, Grantor

Sherry Davis White, President

Date:

STATE OF MINNESOTA
COUNTY OF HENNEPIN

This instrument was acknowledged before me this ___ day of _____, 2023, by Sherry Davis White as President of the Minnehaha Creek Watershed District.

Notary Public

ACCEPTED:

CITY of HOPKINS, Grantee

By: Patrick Hanlon, Mayor

Date:

STATE OF MINNESOTA
COUNTY OF HENNEPIN

This instrument was acknowledged before me this ___ day of _____, 2023, by Patrick Hanlon, as Mayor, City of Hopkins.

Notary Public

By: Amy Domeier, Clerk

Date:

STATE OF MINNESOTA
COUNTY OF HENNEPIN

This instrument was acknowledged before me this ____ day of _____, 2023, by Amy Domeier as Clerk, City of Hopkins.

Notary Public

This document prepared by:
Smith Partners P.L.L.P.
400 Second Avenue South, Suite 1200
Minneapolis MN 55401

Attachment A

LEGAL DESCRIPTION

Parcel 1 (415 Blake Road):

That part of Lot 70, Auditor's Subdivision Number 239, Hennepin County, Minnesota, lying Southwesterly of Minnehaha Creek, except that portion conveyed to Hennepin County for highway purposes.

Parcel 2 (1303 Lake):

That part of Lot 70, Auditor's Subdivision Number 239, Hennepin County, Minnesota, bounded by a line described as follows: Beginning at the Northeast corner of said Lot 70; thence West to the Northwest corner of said Lot 70; thence South along the West line of said Lot 70 a distance of 240 feet; thence East parallel with the North line of said Lot 70 a distance of 335.6 feet; thence South parallel with the East line of said Lot 70 a distance of 175 feet to the actual point of beginning of the land to be described; thence deflecting to the right at an angle of 108 degrees a distance of 180 feet; thence deflecting to the left at an angle of 90 degrees a distance of 103 feet more or less to the center line of Minnehaha Creek; thence Southeasterly along the center line of said creek to its intersection with the Northerly line of Lake Street; thence Northeasterly along the Northerly line of Lake Street a distance of 100 feet more or less to its intersection with a line drawn parallel with and 250 feet Westerly from the East line of said Lot 70; thence Northerly along said parallel line to the point of beginning,

EXCEPTING therefrom that part of Lot 70, Auditor's Subdivision Number 239, described as follows: Commencing at a point in the West line of said Lot, distant 240 feet South of the Northwest corner thereof; thence East parallel with the North line of said lot, 335.6 feet; thence South parallel with the East line of said lot a distance of 146.5 feet; thence at a right angle West 87.71 feet to the actual point of beginning of the tract of land to be described; thence continuing West along the last described course 92.3 feet; thence Northeasterly deflecting to the right 108 degrees a distance of 28.52 feet; thence at a right angle Southeasterly 87.78 feet to the actual point of beginning.

ALSO:

That part of Lot 70, Auditor's Subdivision Number 239, described as follows: Commencing at a point in the West line of said lot, distant 240 feet South of the Northwest corner thereof; thence East parallel with the North line of said lot, 335.6 feet; thence South parallel with the East line of said lot a distance of 175 feet to the actual point of beginning of the tract of land to be described; thence North along the last described course 28.5 feet; thence at a right angle West 87.71 feet; thence Southeasterly 92.22 feet to the actual point of beginning.

Parcel 3 (1305 Lake):

All that part of Lot 70, Auditor's¹ Subdivision Number 239, Hennepin County, Minnesota,

described as follows: Beginning at the Northeast corner of said Lot; thence West along the North line thereof a distance of 590.6 feet, more or less, to the Northwest corner of said lot, said point being on the West line of the Northeast 1/4 of the Northeast 1/4 of Section 19, Township 117, Range 21, West of the Fifth Principal Meridian; thence South along the West line of said Lot 70, a distance of 240.0 feet; thence East parallel to the North line of said Lot 70, 335.6 feet to the actual point of beginning of the land to be described; thence continuing East on last described line 50 feet; thence South parallel to the East line of said Lot 70, 236.6 feet to the Northerly line of Lake Street, said point being 225.2 feet Southwesterly from its intersection with the East line of said Lot 70; thence Southwesterly along the Northerly line of Lake Street 56.3 feet; thence North parallel to the East line of said Lot 70, 262.2 feet more or less, to the actual point of beginning.

(Abstract Property)

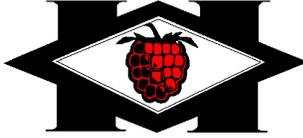
Parcel 4 (427 Blake)

Real property in the County of Hennepin, State of Minnesota, described as follows:

That part of Lot 70, Auditor's Subdivision Number 239, Hennepin County, Minnesota, described as beginning at a point in the West line of said Lot 70 distant 240 feet South of the Northwest corner thereof; thence East parallel to the North line of said Lot 70, 335.6 feet; thence South parallel to the East line of said Lot 70, 146.50; thence deflecting to the right at an angle of 90 degrees for a distance of 180.01 feet; thence deflecting to the left at an angle of 72 degrees to the center line of Minnehaha Creek; thence Northwesterly along the center line of said Creek to the West line of said Lot 70; thence North along the West line of said Lot 70 to the point of beginning; except the West 33 feet and except that part designated and delineated as Parcel 30B, Hennepin County Right of Way Map No. 2.

Together with an easement over a ten (10) foot strip of land running from the South line of the above described tract to the Northerly line of Lake Street, the East line of said strip being the Southerly extension of the East line of the above described tract.

(Abstract Property)



CITY OF HOPKINS

Planning & Development

Memorandum

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

From: Kersten Elverum, Director of Planning & Development

Date: May 16, 2023

Subject: Update on Alatus Development at 325 Blake Road

PURPOSE

Representatives from Alatus will be at the May 16, 2023, meeting to provide an update on the redevelopment of 325 Blake Road.

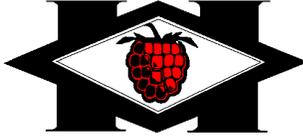
INFORMATION

In December 2021, the Hopkins City Council approved the Planned Unit Development (PUD) for the redevelopment of 325 Blake Road. Since that time, the first building on the site, referred to as Building A, broke ground and is currently under construction. The remaining development parcels within the site have not progressed to that stage but continue to evolve as more becomes known about the market and potential for the development.

Representatives from Alatus will share both the progress and obstacles of this impactful and significant redevelopment project and answer any questions the City Council may have.

FUTURE ACTION

This is a discussion-only item.



CITY OF HOPKINS

City Council Report 2023-048

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

From: Kersten Elverum, Director of Planning & Development

Date: May 16, 2023

Subject: Inclusionary Housing Policy

RECOMMENDED ACTION

MOTION TO adopt Resolution 2023-018 establishing Legislative Policy 7-H Inclusionary Housing Policy.

OVERVIEW

Historically, the City of Hopkins has been meeting the need for affordable housing on a case-by-case basis, without mandates for the inclusion of affordable housing units within a development. The Hopkins City Council has expressed an interest in an Inclusionary Housing Policy that would set clear expectations to the development community around the need for housing units affordable at a variety of incomes, including low and moderate incomes.

The draft policy attempts to reflect the direction of the Hopkins City Council, provided through previous discussions, with the overall goals of flexibility and a moderate approach. Many of the terms mirror those in other Hennepin County cities, while variations do exist within the reviewed policies. The City Council may elect to amend any of these terms of the proposed policy including required percentages, income maximums, term of affordability and size/type of housing development subject to the requirements of the policy.

The following are the key points of the proposed policy:

- The policy applies to any market-rate residential rental project that adds or creates twenty (20) or more residential units and that receives:

Discretionary land use approvals including a comprehensive plan amendment, zoning code text or map amendment or approval pursuant to a planned unit development (PUD); or

Financial assistance from the City or Housing and Redevelopment Authority (HRA)

- The minimum number of affordable dwelling units required will be determined based on the affordability standard chosen by the developer according to the following chart:

Options (choose one)	Minimum Number of affordable units required	Minimum affordability standard
1	At least 5% of total project units	Affordable for households at 50% Area Median Income (AMI)
2	At least 10% of total project units	Affordable for households at 60% AMI

- The policy is applicable for all new or significantly-renovated rental homes, but does not apply to owner-occupied housing units.
- All affordable dwelling units must remain affordable for at least twenty five (25) years.
- All affordable dwelling units must be located within the development that is seeking City approvals and must be reasonably spread among market-rate dwelling units throughout the property.
- The exterior and interior materials and design of affordable dwelling units must be indistinguishable in style and quality from comparable market-rate units in the same development.
- In cases where a developer can demonstrate, in the sole judgment of the City Council, that the requirements represent an undue burden, the City Council may grant a full or partial exemption from or otherwise alter the requirements of this Policy.
- The owner or operator of the residential project must not decline to rent to, or otherwise discriminate against, potential tenants of affordable dwelling units who would pay their rent with rental assistance, rent supplements, and housing choice vouchers.

If approved, the Inclusionary Housing Policy will have an effective date of May 16, 2023, and will apply to all multi-family projects seeking discretionary land use approvals or City financial assistance, including those that have gone through a concept review process prior to this date.

SUPPORTING INFORMATION

- Resolution 2023-018 Approving Inclusionary Housing Policy 7-H
- Inclusionary Housing Policy 7-H

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2023-018

INCLUSIONARY HOUSING POLICY

WHEREAS, The purpose of this Inclusionary Housing Policy (Policy) is to meet the City of Hopkins' (City) goal of preserving and promoting economically-diverse housing options in our community by creating high quality housing for households of various income levels, ages, and sizes; and

WHEREAS, The City recognizes that developing and maintaining a healthy mix of affordable housing options fosters a diverse, resilient community by bringing workers and residents closer to their jobs, schools, and necessary services. Providing a range of housing affordability allows people across income levels to benefit from the opportunities of living in Hopkins; and

WHEREAS, The City is adopting this Policy to encourage development of housing units that are affordable to low and moderate income households. The requirements set forth in this Policy further the housing goals in the City's 2040 Comprehensive Plan—Cultivate Hopkins to:

- Maintain an inventory of housing that is affordable to low and moderate income households.
- Maintain neighborhoods with a choice of quality housing options, including those meeting the needs of a variety of household types and life stages; and

WHEREAS, These requirements are intended to provide a structure for participation by both the public and private sectors in the production of affordable housing.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Hopkins hereby adopts the establishment of Legislative Policy 7-H Inclusionary Housing Policy as proposed in City Council report 2023-048.

Adopted by the City Council of the City of Hopkins this 16th day of May, 2023.

By: _____
Patrick Hanlon, Mayor

ATTEST:

Amy Domeier, City Clerk

**POLICY 7-H
INCLUSIONARY HOUSING POLICY**

1. PURPOSE

- 1.01 The purpose of this Inclusionary Housing Policy (Policy) is to meet the City of Hopkins' (City) goal of preserving and promoting economically-diverse housing options in our community by creating high quality housing for households of various income levels, ages, and sizes.

2. INCLUSIONARY HOUSING POLICY STATEMENT

- 2.01 The City recognizes that developing and maintaining a healthy mix of affordable housing options fosters a diverse and resilient community by bringing workers and residents closer to their jobs, schools, and necessary services. Providing a range of housing affordability allows people across income levels to benefit from the opportunities of living in Hopkins.

The City is adopting this Policy to encourage development of housing units that are affordable to low and moderate income households. The requirements set forth in this Policy further the housing goals stated in the City's 2040 Comprehensive Plan, Cultivate Hopkins, to:

- Maintain an inventory of housing that is affordable to low and moderate income households.
- Maintain neighborhoods with a choice of quality housing options, including those meeting the needs of a variety of household types and life stages.

These requirements are intended to provide a structure for participation by both the public and private sectors in the production of affordable housing.

3. DEFINITIONS

- 3.01 Affordable Dwelling Unit: A dwelling unit within a residential project subject to this Policy that meets the applicable affordability standards in Table 1.
- 3.02 Financial Assistance: Funds derived from the City or HRA, including but is not limited to funds from the following sources:
1. The City of Hopkins
 2. Community Development Block Grant(CDBG)
 3. Tax Increment Financing (TIF) & Tax Abatement
 4. Housing and Redevelopment Authority (HRA) Funds
 5. Land Write-downs
 6. Other Government Housing Development Sources

4. APPLICABILITY AND MINIMUM PROJECT SIZE

- 4.01 This Policy applies to any new or existing residential project that meets one or more of the

following criteria:

1. A market-rate residential rental project that adds or creates twenty (20) or more residential units and that receives:
 - Discretionary land use approvals including a comprehensive plan amendment, zoning code text or map amendment or approval pursuant to a planned unit development (PUD); or
 - Financial assistance from the City or Housing and Redevelopment Authority (HRA)
2. Any residential development for which the developer voluntarily chooses to provide affordable dwelling units pursuant to this Policy.

5. AFFORDABLE DWELLING UNITS

- 5.01 General Requirement. A development that is subject to this Policy must include affordable dwelling units. The minimum number of affordable dwelling units required will be determined based on the affordability standard chosen by the developer according to the following criteria:

Table 1

Options (choose one)	Minimum Number of affordable units required	Minimum affordability standard
1	At least 5% of total project units	Affordable for households at 50% Area Median Income (AMI)
2	At least 10% of total project units	Affordable for households at 60% AMI

- 5.02 Calculation of Units Required: The number of affordable dwelling units required will be based on the total number of dwelling units approved by the City. If an occupied property with existing dwelling units is expanded by at least 20 units, the number of required affordable dwelling units will be based on the total number of units following completion of expansion.
- 5.03 Calculation of Rent: The maximum monthly rental price for affordable dwelling units will be based on the applicable AMI for the metropolitan area that includes Hopkins, adjusted for bedroom size, as calculated by the U.S. Department of Housing and Urban Development and published annually by the Minnesota Housing Finance Agency.
- 5.04 Tenant Income: Affordable dwelling units shall be rented only to income-eligible households during the period of affordability. For purposes of this Policy, Area Median Income means the Area Median Income calculated annually by the Minnesota Housing Finance Agency for establishing rent limits for the Housing Tax Credit Program.

- 5.05 Period of Affordability: All affordable dwelling units must remain affordable for at least twenty five (25) years.
- 5.06 Location of Affordable Dwelling Units: All affordable dwelling units must be located within the development that is seeking City approvals and must be reasonably spread among market-rate dwelling units throughout the property. The affordable dwelling units may “float” within the property provided that the minimum number of units per bedroom size is maintained and the units are reasonably spread throughout the property. If the developer is proposing the units to float, a detailed management plan is required to track the affordable units and assure the minimum number and type of affordable units are met at any given time during the period of affordability.

6. STANDARDS FOR AFFORDABLE DWELLING UNITS

- 6.01 Size and Design: The size and design of the affordable dwelling units must at all times be consistent with and comparable to market rate units in the same development and must be approved by the City.
- 6.02 Exterior/Interior Appearance of Affordable Dwelling Units: The exterior and interior materials and design of affordable dwelling units must be the same in style and quality as comparable market-rate units in the same development.

7. INTEGRATION OF AFFORDABLE DWELLING UNITS

- 7.01 Distribution of Affordable Housing Unit: Affordable dwelling units shall be incorporated into the overall project and shall not be separated from market rate units.

8. NON-DISCRIMINATION BASED ON RENT SUBSIDIES

- 8.01 The owner or operator of the residential project must not decline to rent to, or otherwise discriminate against, potential tenants of affordable dwelling units who would pay their rent with federal, state, or local public assistance, or tenant-based federal, state, or local subsidies, including, but not limited to rental assistance, rent supplements, and housing choice vouchers.

9. DEVELOPMENT AGREEMENT, CONDITIONS AND RESTRICTIONS

- 9.01 The requirements of this Policy will be incorporated into a Development Agreement or other agreement between the City and the developer as applicable to their specific project. The agreement must be recorded against the property. The agreement shall include the following:

- A. the location, number, type, and size of affordable housing units to be constructed;
- B. sales and/or rental terms of the units;
- C. occupancy requirements of the units;
- D. a timetable for completion of the units;
- E. any restrictions to be placed on the units to ensure their affordability; and

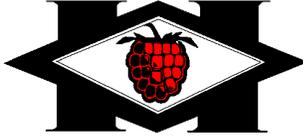
F. any additional terms the City may require, including any third party monitoring and reporting requirements.

9.02 The applicant shall execute any and all documents deemed necessary by the City, including but without limitation, restrictive covenants and other related instruments as required to ensure the affordability of the Affordable Dwelling Units in accordance with this Policy. The applicant shall prepare and record all documents, restrictions, easements, covenants, and/or agreements that are specified by the City as conditions of approval of the application prior to issuance of a Building Permit for any development subject to this Policy.

10. EXEMPTIONS

10.01 The City acknowledges that not every development is alike and that, in some circumstances, it may prove difficult for a developer to meet the standards set forth in this Policy. In cases where a developer can demonstrate, in the sole judgment of the City Council, that the requirements represent an undue burden to their project, the City Council may grant a full or partial exemption from this Policy or may otherwise alter the requirements of this Policy.

DRAFT



CITY OF HOPKINS

Planning & Development

Memorandum

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

From: Kersten Elverum, Director of Planning & Development

Date: May 16, 2023

Subject: Commercial Façade Loan Program

PURPOSE

Staff will provide an overview of the Commercial Façade Loan Program at the May 16, 2023, City Council meeting.

INFORMATION

Background

The commercial Façade Loan Program was established in 2015. The purpose of the program is to strengthen the vitality of Mainstreet by improving the pedestrian experience, increasing building transparency, and beautifying buildings through façade revitalization efforts which will have a lasting impact on downtown Hopkins. The program provides property and business owners with technical and financial assistance (up to \$25,000) to help improve commercial building facades.

The Façade Improvement Program loans are structured as a 10-year loan with no payments, with 10% of the original loan amount being forgiven each year for 10 years. If the building is sold before 10 years, the balance of the loan must be repaid by the property owner.

It has been offered approximately every other year, in 2015, 2017, 2019 and 2022. To date the City has participated in 16 improvement projects that have had a significant impact on downtown Hopkins. Attached is a table showing all past projects.

The following is the criteria that applications are reviewed against:

- Impact to the vitality of downtown Hopkins (15 points)
 - Project is pedestrian oriented and enhances the pedestrian experience by providing a design that is inviting and on a human scale
 - Project increases pedestrian traffic and activity
 - Project helps preserve the small-town, unique character of downtown

- Impact to the aesthetic character of downtown Hopkins (15 points)
 - Project preserves and enhances or complements the historically significant architecture of downtown
 - Project increases the curb appeal of the property
 - Project creates visual significance by improving highly visual elements of the building
- Economic impact (5 points)
 - Extent to which the project leverages private investment in the building
- Readiness (5 points)
 - Applicant has required matching funds and can start the project in a timely manner

Projects must score a minimum of 25 points to move forward in the selection process. Projects will be selected based on their point ranking and the availability of funding.

2022 Funding

Last fall, the City offered the program again after taking a 3-year break due to the impacts of Covid on businesses. There were 10 applications received and 6 were funded. The applications were scored by members of a committee. As mentioned, under current program guidelines, projects scoring less than 25 points are ineligible for funding. The remaining projects were evaluated and several of the awards decreased in order to stay within the \$100,000 budget. The 2022/2023 projects are in various stages of development.

At the May 16, 2023, City Council meeting, staff will provide more detail about the program, this year's awards and ask for feedback on how to improve the program.

FUTURE ACTION

There is no action on this item but City Council direction may require future action.

2015	Summary	
	Applications received	14
	Applications Selected	4
	Total Funds Requested	\$ 290,000.00
	Total City Match Amount	\$ 94,000.00
	Leveraged Funds	\$ 163,000.00
	Leveraged/City Match	173%

Business/Property Owner	Address	Requested Funds	Awarded Funds	Total Project Cost
Olson Block Building	906 Mainstreet	\$ 30,000.00	\$ 19,000.00	\$ 90,000.00
LTD and Family Resource Center	715 Mainstreet	\$ 30,000.00	\$ 30,000.00	\$ 60,000.00
Jack Yee Restaurant	1016 Mainstreet	\$ 30,000.00	\$ 25,000.00	\$ 75,000.00
Mainstreet Bar & Grill	814 Mainstreet	\$ 12,954.00	\$ 15,000.00	\$ 32,000.00
				\$ 257,000.00

2017	Summary	
	Applications received	9
	Applications Selected	3
	Total Funds Requested	\$ 147,885.33
	Total City Match Amount	\$ 75,000.00
	Leveraged Funds	\$ 174,974.00
	Leveraged/City Match	233%

Business/Property Owner	Address	Requested Funds	Awarded Funds	Total Project Cost
Hopkins Center Drug	913 Hopkins Center	\$ 25,000.00	\$ 25,000.00	\$ 87,487.00
Hopkins Carpet One	907 Hopkins Center	\$ 25,000.00	\$ 25,000.00	\$ 87,487.00
Hopkins Professional Clinic	29 9th Ave N	\$ 25,000.00	\$ 25,000.00	\$ 75,000.00
				\$ 249,974.00

2019	Summary	
	Applications received	9
	Applications Selected	3
	Total Funds Requested	\$ 230,000.00
	Total City Match Amount	\$ 75,000.00
	Leveraged Funds	\$ 130,057.67
	Leveraged/City Match	173%

Business/Property Owner	Address	Requested Funds	Awarded Funds	Total Project Cost
Kiddywampus	1023 Mainstreet	\$ 25,000.00	\$ 25,000.00	\$ 63,830.00
Wild Board	1022 Mainstreet	\$ 25,000.00	\$ 25,000.00	\$ 89,843.94
Hopkins Dance Company etc.	821-823 Mainstreet	\$ 25,000.00	\$ 25,000.00	\$ 51,383.73
				\$ 205,057.67

2022	Summary	
	Applications received	10
	Applications Selected	6
	Total Funds Requested	\$ 169,412.68
	Total City Match Amount	\$ 100,000.00
	Leveraged Funds	\$ 154,185.97
	Leveraged/City Match	154%

Business/Property Owner	Address	Requested Funds	Awarded Funds	Total Project Cost
Open Circle	34 10th Ave S	\$ 9,217.13	\$ 9,000.00	\$ 18,434.25
Total Wealth Advisors	809 Mainstreet	\$ 21,042.91	\$ 20,000.00	\$ 42,085.82
PACT Institute	1014 Mainstreet	\$ 25,000.00	\$ 25,000.00	\$ 100,000.00
English Rose	1200-1208 Mainstreet	25000	\$ 25,000.00	\$ 50,000.00
Olson Block Building	906 Mainstreet	\$ 9,550.00	\$ 9,000.00	\$ 19,100.00
Munkabeans	1206 Mainstreet	12282.95	\$ 12,000.00	\$ 24,565.90
				\$ 254,185.97



CITY OF HOPKINS

Memorandum

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

From: Chuck Autio, Public Works Director

Date: May 16, 2023

Subject: Discussion of Historic Items for Mainstreet

PURPOSE

Council Member Beck requested for Staff to review the possibility of Historic Signage on Mainstreet/the Historic District.

INFORMATION

Staff reviewed options for the Historical Signage and Historical Designation on Mainstreet. Signs would be attached with a clip on top of current signage (see image one), staff recommends brown to indicate historic area.

IMAGE 1: HISTORIC SIGNS STACKED EXAMPLE



Staff's recommendation is to have the signs say "Historic Mainstreet" or "Historic District" if we did the district verbiage we would limit it to the actual historic registry area. Staff would like to get input from Council on their preference for Historic Mainstreet or Historic District.

Cost for signage is less than \$1,000.

Staff is also working with MNDOT and the County on signage on Highway 7 and Excelsior Blvd. Staff is estimating these signs to cost less than \$500 each. The Historic Signs in the Historic District are a requirement for these larger signs.

Additionally, Staff has also discussed having two bronze markers added to the sidewalk to mark the historic district (see image two), cost estimate is around \$2,000 for the placards and concrete work.

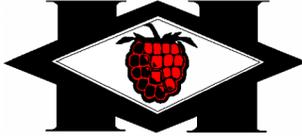
IMAGE 2: BRONZE PLACARDS



Based on the small cost, Staff can change this into the current budget.

FUTURE ACTION

Council direction to move forward with the proposed items and for Council to give feedback on whether signage should be for all of Mainstreet or just the Historic District.



CITY OF HOPKINS

Finance Department
Public Work Department

City Council Report 2023-052

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

From: Nick Bishop, Finance Director
Eric Klingbeil, City Engineer

Date: May 16, 2023

Subject: Amend 2023-2027 Capital Improvement Plan

RECOMMENDED ACTION

MOTION TO approve an amendment to the 2023-2027 Capital Improvement Plan increasing the cost of the Street Rehabilitation Improvements by \$70,000.

OVERVIEW

The City Council approved the 2023-2027 Capital Improvement Plan (CIP) on September 6, 2022. The approved CIP included mill and overlay projects at an estimated cost of \$425,000. Second Street North from 15th Ave to 17th Avenue has degraded since the adoption of the CIP, and residents in the area have approached staff and council with interest in having improvements made to the street segment. Staff has worked with Bolton and Menk, Inc. and Northwest Asphalt to investigate the feasibility of making improvements to the street. After reviewing the street and curb/gutter conditions, and with the absence of City owned utilities in the corridor it has been determined that a 2" mill and overlay on the street segment would be an appropriate course of action. A mill and overlay is expected to extend the life of the pavement in the are 15 to 25 years before additional rehabilitation is expected.

Staff has worked with Northwest Asphalt on timing and pricing. The work could be added to the current contract as a change order not to exceed \$70,000 and would be performed in conjunction with similar work in the project. Milling would occur in the week of May 22nd, with paving to follow shortly after.

The City issued \$7,335,000 General Obligation Temporary Bonds, Series 2023A on February 21, 2023. The bonds include \$450,000 for the 2024 Street Rehabilitation Improvement project. These funds can be used for the increased cost in 2023.

SUPPORTING INFORMATION

- Project Detail for 16-CIP-S041 (as amended)
- Project Location Map

CAPITAL IMPROVEMENT PLAN

2023 *thru* 2027

Department Public Works: Streets/Traffic

City of Hopkins, MN - CIP

Contact Public Works Director

Project #	16-CIP-S041
Project Name	Street Rehabilitation Improvements

Type Improvement

Useful Life

Category Trans: Streets

Priority n/a

Future

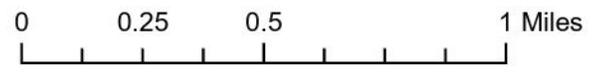
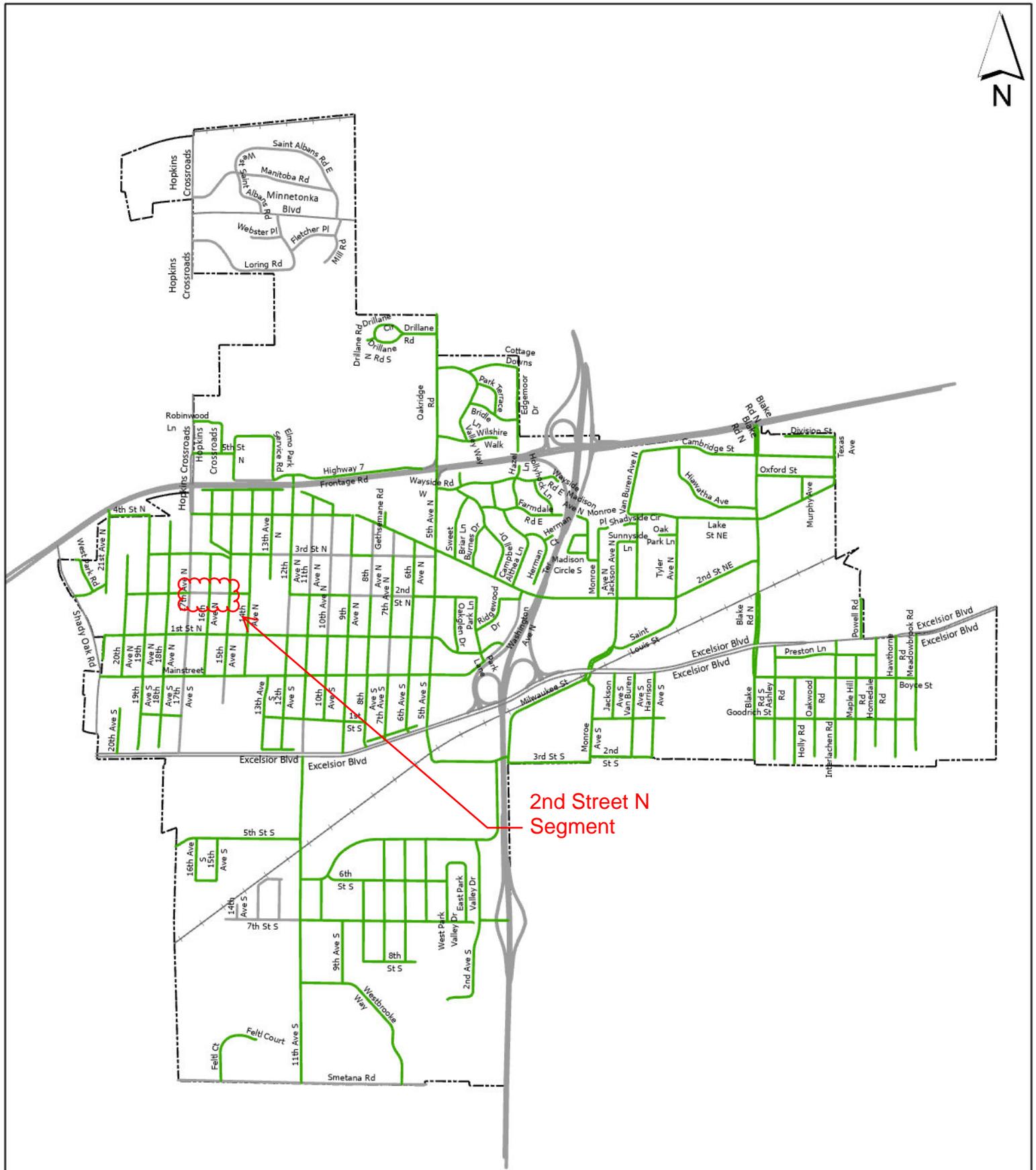
Description	Total Project Cost: \$5,095,000
<p>Location to be determined based on Pavement Management Program. Program includes mill and overlay of deteriorated pavements to extend the useful life of the street. Streets for this method of rehabilitation have usually been rehabilitated or reconstructed within the last 20 years.</p> <p>2023: 11th Ave S, Lot 700 2024: 1st St S, South Central Business District Avenues 2025: Robbinwood Ln. Hwy 7 Service Drive, 5th St N 2026: Washington Ave N, Jackson Ave N, St Louis St 2027: 12th, 13th, 15th, 16th Ave S</p>	

Justification
<p>Properly timed mill and overlay projects can significantly extend the life of a street and delay the need for reconstruction. Mill and overlay projects also require less disturbance and are shorter in duration than reconstruction, which results in less impact of the traveling public.</p>

Expenditures	2023	2024	2025	2026	2027	Total
Construction/Maintenance	495,000	450,000	475,000	500,000	550,000	2,470,000
Total	495,000	450,000	475,000	500,000	550,000	2,470,000

Funding Sources	2023	2024	2025	2026	2027	Total
PI - PIR/General Obligation Bonds	495,000	450,000	475,000	500,000	550,000	2,470,000
Total	495,000	450,000	475,000	500,000	550,000	2,470,000

Budget Impact/Other
<p>Increased 2023 amount by \$70,000 from original 2023-2027 CIP. Amendment considered by City Council on May 16, 2023.</p>



Street Improvements Since 1985 Including 2023 Projects

4/3/2023

