

**HOPKINS CITY COUNCIL**  
**AGENDA**  
**Tuesday, January 21, 2025**  
**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. Update from Hennepin County Commissioner Edelson; Hanlon
2. Craft and Crew Update on Pub 819 Operations; Hanlon
3. Hopkins Center for the Arts Update; Anderson

**IV. CONSENT AGENDA**

1. Minutes of the January 7, 2025, Regular Meeting Proceedings
2. Minutes of the January 14, 2025, Work Session Proceedings
3. Minutes of the January 14, 2025, Closed Session Proceedings
4. Approval of Cooperative Agreement with the City of Minnetonka for Joint Recreation Services; Imihy
5. Approval of the Pay Equity Compliance Report; Casella

**V. PUBLIC HEARINGS**

1. First Reading: Ordinance Amending Chapter 2 of the Hopkins Charter (Mayor's term); Domeier
2. First Reading: Ordinance Amending Chapter 4 of the Hopkins Charter (Municipal Elections); Domeier
3. First Reading: Ordinance Amending Chapter 4 of the Hopkins Charter (Candidate Filing); Domeier
4. First Reading: Ordinance Amending Chapter 4 of the Hopkins Charter (Write-in Candidates); Domeier

**VI. OLD BUSINESS**

**VII. NEW BUSINESS**

**VIII. PUBLIC COMMENT**

**IX. ANNOUNCEMENTS**

- Next City Council Regular Meetings: Tuesday, February 4 and 18 at 6:30 p.m.

**X. ADJOURN**



**CITY OF HOPKINS**

**Administration**

## **Memorandum**

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

From: Mike Mornson, City Manager

Date: January 21, 2025

Subject: Update from Hennepin County Commissioner Edelson

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### **PURPOSE**

Heather Edelson, Hennepin County Commissioner for District 6, will be in attendance to provide updates to the City Council.

### **FUTURE ACTION**

N/A



# Office of Commissioner Heather Edelson -

D6  
Hennepin County Board of Commissioners



# Hennepin County District 6

[heather.edelson@hennepin.us](mailto:heather.edelson@hennepin.us)

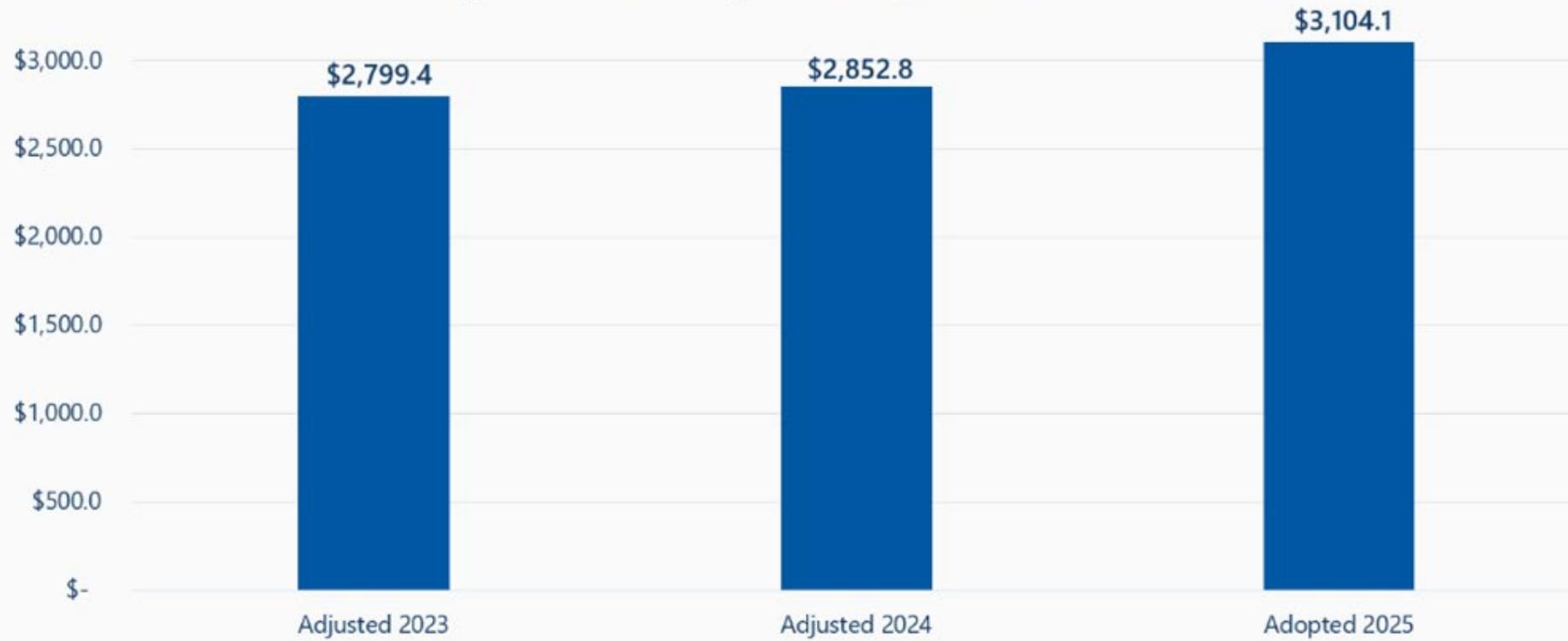
# Our commitment to providing quality services

Through policies, services and programs we will drive disparity reduction and work to benefit people's lives in the areas of:

-  Health
-  Income
-  Justice
-  Education
-  Employment
-  Housing
-  Connectivity



# Hennepin County Budget (in Millions)

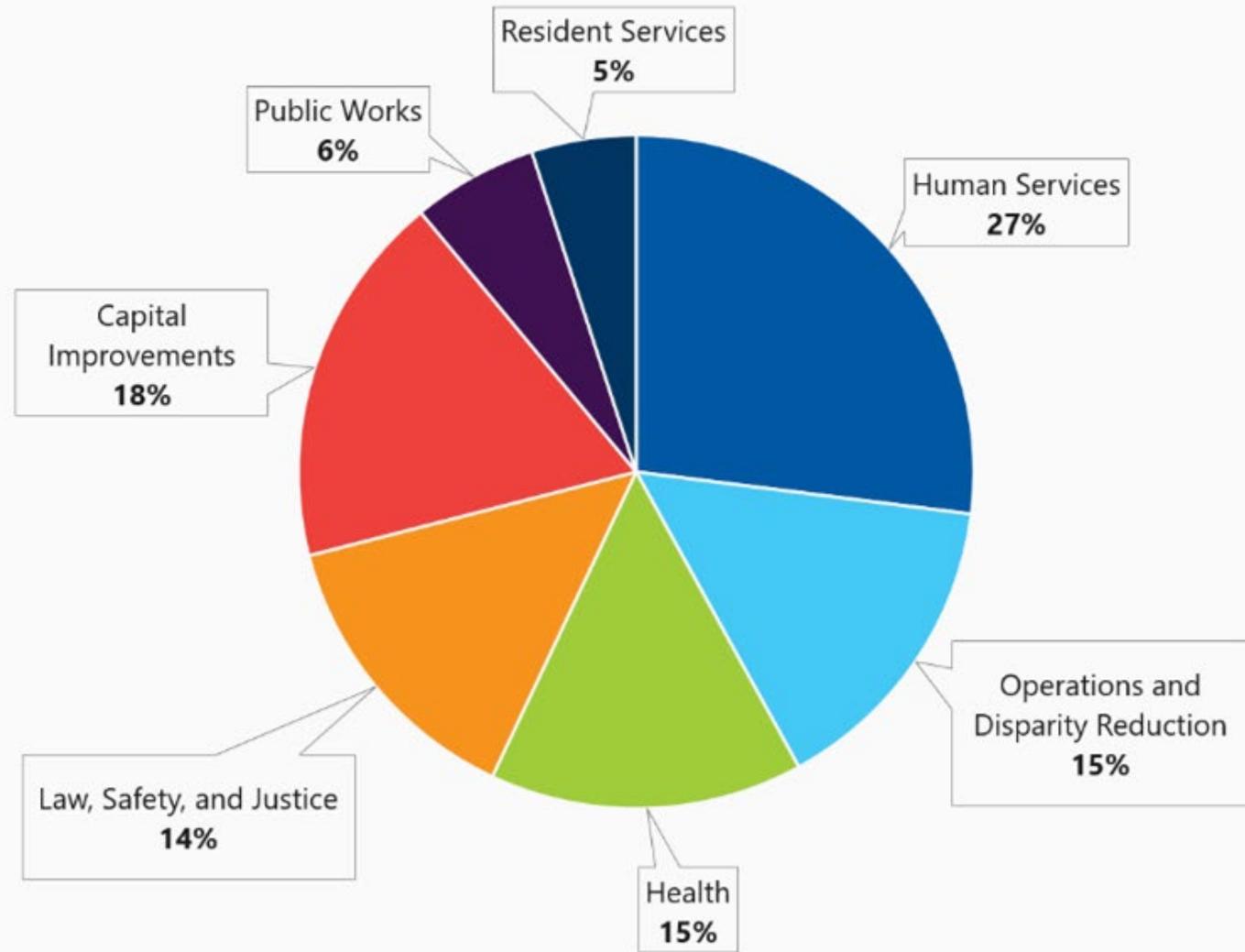


Hennepin County Truth in Taxation Meeting,  
December 3, 2024



# 2025 adopted expenditures

Total Expenditures:  
\$3,104,114,764



# Human Services

## Access, Aging & Disability Services

- Staff ready to connect residents to services on housing, health services, transportation
- Waiver services

## Mental Health and Substance use services

- Cope staff ready to respond to mental health crisis for youth and adults 24/7
- Access to care networks

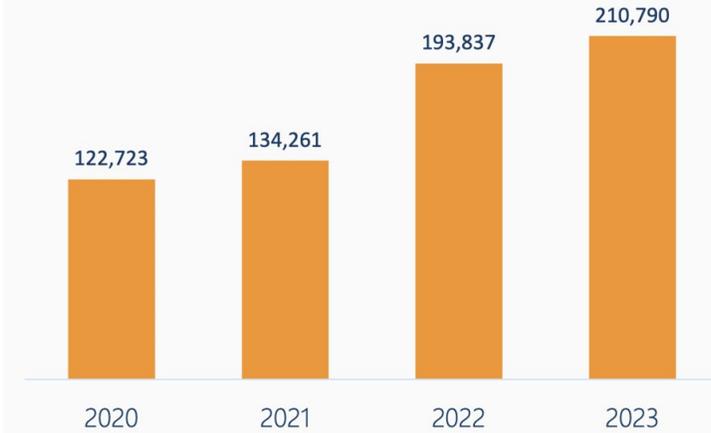
## Reports of vulnerable adults & child abuse

- Investigation departments
- Case managers to work to ensure safety of residents

## Economic Supports, Child Support and Well-being

- Access to food and cash supports

Applications received, 2020-2023\*



\* Cash, SNAP and health care for aged, blind and disabled residents



# Hennepin County Public Safety

## Supporting County Growing Mental Health Needs

- Embedded Social Workers
- Cope, 24/7 county mobile crisis service
- Youth & Family mobile response through partnership Nexus

## County Liaisons (10 cities including Edina, Hopkins and Minnetonka)

- Enhance relationships with local law enforcement and cultural communities

## Radio Communication - new location in Plymouth

- PSAP: Handles over 600k emergency calls each year for over 50 law enforcement agencies, fire departments, and EMS providers

## Department of Community Corrections and Rehabilitation (DOCCR)

- Probation (adult & youth)
- Jails, Adult Correctional Facility and Juvenile Detention Center
- Supervises ~22K adults and juveniles



# Public Safety – Sheriff & County Attorney



HENNEPIN COUNTY  
**SHERIFF**  
DAWANNA S. WITT



## Partnership with local law enforcement

- Joint Community Police Partnership
- Water Patrol

## Sheriff's Hennepin Crime Lab

- 1 of 4 crime labs in MN that provide support to 35 law enforcement agencies

## Violent Crime Reduction

- Special Assignments Unit to focus on auto theft, human trafficking, and financial crimes
- HCSO Violent Offender Task Force named 'Task Force of the Year'

## Be@School Program

- Working to intervene early with truancy

## Auto Theft Early Intervention Pilot

- Creation of an early intervention pathway to offer voluntary services and resources outside of the justice system

## Victim Services

- Assists victims of crimes to fully and safely participate in the adjudication process

# Housing

## Housing Stability

- Shelter All Policy - Hennepin County county is proud of the policy that no child sleeps outside
- Operating Hennepin Shelter Hotline
- Rapid Rehousing Programming
- Employing housing case managers to guide residents to stable housing solutions

\*53,090 households in Hennepin County make below 30% of the area median income, but there are only 18,705 housing units affordable to them.

## Repair + Grow Program

- \$14 million in one-time funds to affordable housing owners-developers
- Funded by Metro Sales & Use Tax stabilizing 7,959 affordable housing units



# Hennepin County Health Highlights

## Hennepin County Medical Center

- EMS working Group
- Ball Park Sales Tax Extension
- Uncompensated care growing

## World-class Medical Examiner's Office (Located in Minnetonka)

- Serves Hennepin, Dakota, and Scott Counties
- Perform death investigative services and forensic autopsy services for all residents that pass away from other than natural causes

## Hennepin Opioid Response

- Hennepin has adopted a four-part framework focused on Prevention, Response, Treatment and Recovery, and Eliminating Disparities

## Mental Health Response

- Crisis mobile response for youth and adults
- \$15M Youth Crisis Stabilization Center (10-15 beds - opening in 2025)



# Education



## Home

Holistic support for individuals and families  
Family home visiting programs  
Family and youth housing stability services

## School

School-based health, mental health and social services  
Academic enrichment, navigation, tutoring and advocacy  
School partnerships and service coordination

## Community

After-school and summer programs  
Partnerships with community organizations  
Career support and training



# Resident Services Highlights

## Libraries

- 41 libraries, 10 libraries in District 6
- 2 new D6 Libraries include Edina Southdale and Westonka

## Service Centers (drivers licenses/ID, tabs)

- 7 total with Ridgedale and Southdale among the largest

## Elections

- Works with Local, State and Federal partners to support voting services for over one million residents

## Assessment Services

- Hennepin County now directly assessing for all municipalities with populations under 30,000 & meeting to expand to all 45 cities
- To learn about assessment, including appeal processes, go to [www.hennepin.us/residents/property/assessment](http://www.hennepin.us/residents/property/assessment)



# Public Works & Transportation

## Transit & Mobility

- Integrated network of roads, bridges, bikeways, sidewalks

## Energy & Environment

- Hennepin Energy Recovery Center (HERC) board voted to close between 2028-2040
- Goals to improve recycling, composting and waste reduction
- Partnership with all school districts on composting and recycling

## Transportation - Operations & Project Delivery

- Plans, designs & constructs
- Maintains county road infrastructure

## Climate & Resiliency

- Zero waste goals – leads climate action plan
- Planted more than 348,000 trees since 2020 to meet our one million tree goal by 2030

Track Current Road Projects:

<https://www.hennepin.us/en/residents/transportation/construction-projects>



# Hennepin County Community Grants

## Tree Canopies

### Eligible Projects:

- Collecting data with tree inventories and developing tree management plans
- Holding tree planting events and maintaining newly planted trees
- Removing and replacing ash trees
- Conducting tree-related education

## Youth Activities

### Eligible Projects:

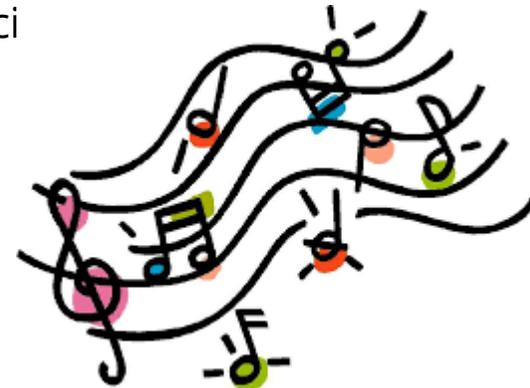
- Water safety: grants to support free and reduced cost swim lessons as well as lifeguard service
- Sports: grants available for sports equipment, play spaces and sports facilities
- Arts and Music: funding for art and music education and programming.

## Business Recycling

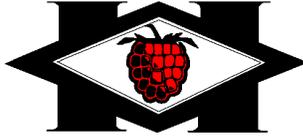
### Eligible Projects:

- Recycling containers
- Organics recycling setup and supplies
- Reusable food service supplies and other waste-reduction efforts

Additional economic development grants for businesses, cities, and developers can be found [here](#).



# Questions & Discussion



**CITY OF HOPKINS**

**Administration Department**

## **Memorandum**

To: Honorable Mayor and Council Members  
From: Mike Mornson, City Manager  
Amy Domeier, City Clerk  
Date: January 7, 2025  
Subject: Craft and Crew Update on Pub 819 Operations

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### **PURPOSE**

Receive update from Craft and Crew on the progress at Pub 819 since fire.

### **INFORMATION**

Pub 819 located at 819 Mainstreet has been temporarily closed since a fire broke out in their kitchen on November 25. Luke Derheim will be in attendance to share more about the rebuilding plans at Pub 819.

### **FUTURE ACTION**

N/A



Hopkins Center For the Arts

**CITY OF HOPKINS**

## **Memorandum**

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

From: Lynn Anderson, Hopkins Activity Center & Arts Center Director

Date: January 21, 2025

Subject: Hopkins Center for the Arts Update

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### **PURPOSE**

Receive an annual update on the Hopkins Center for the Arts and anchor tenant Stages Theatre Company.

### **INFORMATION**

For over 25 years, the Hopkins Center of the Arts has built community through the arts by fostering creative expression and providing artistic and educational opportunities for people of all ages. It is an important focal point for community activity, pride and involvement. The Center truly is an arts-based community gathering place and over the course of a year welcomes over a quarter million visitors.

### **THE ARTS CENTER**

2024 at the Hopkins Center for the Arts was a great success! Ongoing programming was well attended, new initiatives are off to a great start and the Center is in sound financial position.

The Center presented 17 concerts in 2024, including mainstage concerts, After Dark concerts in the JC Studio, and The Sunset Series (free summer concerts on Thursdays in Downtown Park from mid-June to Mid-August). Kelly Blau, Concert Coordinator, and the Center team are committed to bringing diverse talent to the stage, and galleries. In 2024, nearly half of the concerts represented BIPOC communities and highlighted a broad array of music genres, including contemporary Native American rock, Modern Ethiopian, Latin/Dance, and Afropop. Mainstage concerts averaged 500 tickets sold per performance.

Two and one-half years ago, the Center took on managing our box office services, having previously contracted through Stages Theatre Company. This transition is a valuable tool for building membership, cross marketing to patrons who may attend a concert but are not aware of other arts center offerings. Prior to the concert, ticket holders receive an email reminding them of the concert, important details and an invitation to arrive early to enjoy art exhibitions, and social time. Due to this, there has been an increased interest in pre-concert viewing.

Open seven days most weeks, Hopkins Center for the Arts is accessible for more hours than most art centers throughout the metro area. Community members and visitors from across the state and beyond can enjoy a myriad of free art exhibitions that represent works by artists from Minnesota, throughout the United States and Canada, and in the case of Arts North International as far away as Bangladesh and Japan.

**Art Exhibitions** are selected through a competitive proposal review process. In 2024, 45 proposals were received for approximately 14 available slots. The Arts Center presented 21 exhibitions in the three main galleries including annual shows like Arts North International, Member exhibitions, Reveal – the Community Education students and instructors exhibit, and Hopkins Schools Youth Art Month Exhibit (every other year).

Recent art exhibitions and concerts showcased traditionally under-represented artists and/or genres, including: the Twin Cities Iranian Culture Collective exhibition, the largest collection of work by contemporary Iranian-Americans in Minnesota; multiple exhibitions highlighting cognitive, physical, or invisible disabilities by artists such as Loretta Bebeau, Gail Wallinga, and members of Open Circle Adult Day Center; Interfaith Artist Circle presented art reflecting on spiritual themes including prayer, the soul, mysticism, creation, and mortality from different culture perspectives. In addition, works by 23 Member Artists were showcased through our Member Spotlight program at the Arts Center, and various other locations including Cream & Amber, Hopkins Activity Center, and most recently The Hopkins Depot.

**Artist Talks** are coordinated to enhance most exhibitions, free to those who wish to attend and videotaped for viewing on the website and YouTube channel. Artist Talks present educational opportunities in a multitude of ways – through the presentation experience by the artist, and to the audience - allowing better understanding of art, the artists' work and creative processes. Hundreds of people watch these videos each year. The videos are also shared with the exhibiting artists so that they may be used for their own marketing purposes.

**ArtStreet** – public art sculpture program that changes annually based on submission review. This year there are eight sculptures on view including a new location next to Ovation. The sculptures will be on display through May 2025.

**Studio West Art Tour**, a juried arts tour held in September. The second year included twelve host locations showcasing works for sale by 33 artists including jewelry, ceramics, paintings sculpture and wearable art. Mark your calendar for September 13 and 14, 2025.

**MN State Arts Board Grant:** We received a grant of \$89,127 for the 2024/2025 programming season, a 16% increase from the previous year. Jim Clark, Visual Arts Manager, does a great job telling the Center's story for grant applications, and the improved financial status has played an important role in increased support. We are grateful for the increases we have seen in comparison to past awards: 2020: \$33,146, 2019: \$37,301, 2018: \$29,404.

**Friends of Hopkins Center for the Arts:** The non-profit partner of the Center. Each year, The Friends contribute a percentage of funds raised through membership, exhibition programs, and fundraising to the Center. In 2023, the Friends donated an additional \$40,000 to help eliminate the deficit.

Memberships are at an all-time high. The Friends continue to educate patrons about Membership and the importance of support. In addition to expanded email and social media engagement, Friends' Board Members are at concerts, exhibitions and other events to answer questions and promote membership and support. They have also added a pre-concert video to engage audience members highlighting upcoming events and the importance of support. Partnering with the Activity Center, they also introduced a Dual membership that seems to be growing in popularity.

Facility rental income has rebounded from Covid times, and the Center continues to receive many inquiries. Roxie Wolfe, Rental and Event Manager, does an incredible job of navigating all the details involved. In addition to the Center – Roxie also handles all rental inquiries for Downtown Park and now The Depot!

Jim Clark and I meet with Community Development throughout the year to discuss Hopkins' public art programs. In addition to his role at the Center, Jim Clark is also an integral part of the Mainstreet banner program, mural program, and LRT creative placemaking strategies.

We have partnered with a new photo group called The Ongoing Moment. This group meets monthly to discuss photographers, peer work, and we look forward to building this partnership as an added benefit to members.

**Finally**, staff is excited to share that the Center exceeded the 2024 Budget forecast and has eliminated the long-standing deficit. Thank you to all for the support of the Arts Center.

### **HCA patron and artist feedback from surveys, reviews and interviews:**

- “This organization has us so proud & grateful to live in Hopkins! Thank you”
- “My first experience was the Lanois concert. We loved the galleries and viewing all the artwork. We will certainly be back!”
- “I was amazed that Hopkins could bring in a world class talent like Daniel Lanois.”
- “It is a real service to present the Art Talks Series. [I’ve] learned so much about current, modern, and local artists and their processes.”
- “Visiting the HCA galleries is always so inspirational. I look for [an art center] like this everywhere we move or visit and there aren’t any that do it as well as you all.”
- “We’ve had nothing but positive feedback about the event and the location. Thanks so much for all your efforts. It was a pleasure working with you all.”

### **FUTURE ACTION**

N/A

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
JANUARY 7, 2025**

**CALL TO ORDER**

Pursuant to due call and notice thereof a regular meeting of the Hopkins City Council was held on Tuesday, January 7, 2025, at 6:41 p.m. in the Council Chambers at City Hall, 1010 1<sup>st</sup> Street South.

Mayor Hanlon called the meeting to order with Council Members Garrido, Goodlund, Hunke and Kuznia attending. Others attending included City Manager Mornson, Assistant City Manager Casella, City Clerk Domeier, Police Chief Johnson, Fire Chief Specken, Finance Director Bishop and City Attorney Riggs.

**ADOPT AGENDA**

Item III.1. Craft and Crew Update on Pub 819 Operations was removed from the agenda and rescheduled for January 21, 2025.

**Motion** by Kuznia. **Second** by Hunke.

**Motion** to Adopt the Agenda.

**Ayes: Garrido, Goodlund, Hanlon, Hunke, Kuznia**

**Nays: None. Motion carried.**

**PRESENTATIONS**

**III.2. Police Department Staff and Capacity Assessment Update from the Axtell Group; Johnson**

Police Chief Johnson along with Todd Axtell and Rob Thomas with the Axtell Group provided an update on the Police Department Staff and Capacity Assessment.

Brief discussion was held about ways to leverage resources through grant and collaboration with other police departments opportunities. Mr. Axtell commented on the Hopkins Police Department culture and how it helps retain police officers and make them feel valued. Additional discussion was held regarding the potential service levels needed with the impending opening of the southwest light rail knowing that the Metro Transit police are experiencing the same staffing level concerns.

**CONSENT AGENDA**

**Motion** by Hunke. **Second** by Kuznia.

**Motion** to Approve the Consent Agenda.

1. Minutes of the December 17, 2024, Regular Meeting Proceedings
2. Appointment of Mayor Pro Tempore for 2025; Domeier
3. Designation of the Official Newspaper for 2025; Domeier
4. Designation of Official Depositories for 2025; Bishop
5. Authorization Out-of-State Travel; Domeier
6. Resolution Amending Legislative Policy Manual; Domeier
7. Resolution Approving the Charitable Gambling Premise Permit for Hopkins Raspberry Festival at Bear Cave Brewing located at 1201 Mainstreet, Hopkins; Domeier
8. Ratify Checks Issued in November and December, 2024; Bishop

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
JANUARY 7, 2025**

**Ayes: Garrido, Goodlund, Hanlon, Hunke, Kuznia  
Nays: None. Motion carried.**

**ANNOUNCEMENTS**

Mayor Hanlon shared the City Council meeting schedule.

**ADJOURNMENT**

There being no further business to come before the City Council, and upon a motion by Garrido, second by Hunke, the meeting was unanimously adjourned at 7:25 p.m.

Respectfully Submitted,



Amy Domeier, City Clerk

**HOPKINS CITY COUNCIL  
WORK SESSION PROCEEDINGS  
JANUARY 14, 2025**

**CALL TO ORDER**

Pursuant to due call and notice thereof a regular work session of the Hopkins City Council was held on Tuesday, January 14, 2025, at 6:30 p.m. in the Raspberry Room at City Hall, 1010 1<sup>st</sup> Street South.

Mayor Hanlon called the meeting to order with Council Members Garrido, Goodlund, Hunke and Kuznia attending. Others attending included City Manager Mornson, Assistant City Manager Casella, City Clerk Domeier, Special Projects and Initiatives Manager Imihy, Director of Planning and Development Elverum, Community Development Manager Needham, Planner Krzos, Finance Director Bishop and City Attorney Sathe.

**PRESENTATIONS**

**III.1. Housing Improvement Area Discussion; Needham**

Community Development Manager Needham anticipated an application soon for the establishment of a Housing Improvement Area (HIA) for the Summit on 7 condos. In advance of this application, staff wanted to review HIAs with Council and answer any questions. Doug Standness, Administrator of Summit on 7 shared more about their request for HIA financing, the project and community engagement. Brief discussion was held amongst the group about the process and questions with the proposed project. It is anticipated that the request will be considered by the City Council in February.

**III.2. 2026 Budget Kickoff; Bishop**

Finance Director Bishop requested feedback on the proposed 2026 budget calendar and discussed the financial projections. A first draft of the 2026 Budget and Tax Levy will be provided to the City Council in July.

*Budget Calendar*

The consensus was to move forward with the proposed budget calendar and continue the August community event.

*2026 Financial Projections*

Mr. Bishop shared the financial projections for the 2026 budget. There were no comments on the proposed requests at this time.

*City Council Budget*

Mr. Bishop spoke to the City Council salaries based on the last ordinance approved in July 2023. The ordinance requires that staff review again for potential salaries in January 2026. The City Council supported pausing the salary increases for one year and until the next election. Discussion was held about having a consistent salary increase.

Mr. Bishop also shared the travel, training and conference portion of the budget and possible reduction to the 2026 budget. The proposal was to limit City Council members to one national conference in a year and the LMC conference. Discussion was held about possible cost savings including early bird savings, service on NLC committees, hotel rates and deadlines on conference registrations. The general consensus was to do the limit of one national conference in a year.

**HOPKINS CITY COUNCIL  
WORK SESSION PROCEEDINGS  
JANUARY 14, 2025**

*Next Steps*

Mr. Bishop shared the next steps in the budget process with the draft budget coming to City Council in July.

Council Member Goodlund requested researching a zero to four percent request. Mr. Bishop cautioned the effect that could have on employee retention and satisfaction. He anticipated that positions would need to be cut in 2026. Council Member Hunke shared the budget includes the staffing results, facility improvements and infrastructure projects. Council Member Kuznia shared his concerns about only having a COLA adjustment and how that will affect customer service and service levels. Mayor Hanlon and Council Member Goodlund supported a four, six and eight percent tax increase with prioritization by staff for City Council consideration.

**ADJOURNMENT**

There being no further business to come before the City Council, and upon a motion by Kuznia, second by Hunke, the meeting was unanimously adjourned at 7:47 p.m.

Respectfully Submitted,



Amy Domeier, City Clerk

**HOPKINS CITY COUNCIL  
CLOSED MEETING PROCEEDINGS  
JANUARY 14, 2025**

**CALL TO ORDER**

Pursuant to due call and notice thereof a closed session of the Hopkins City Council was held on Tuesday, January 14, 2025, at 7:53 p.m. in the Raspberry Room at City Hall, 1010 1<sup>st</sup> Street South.

Mayor Hanlon called the meeting to order with Council Members Garrido, Goodlund, Hunke and Kuznia attending. Others attending included City Manager Mornson, Assistant City Manager Casella, City Clerk Domeier, Special Projects and Initiatives Manager Imihy, Director of Planning and Development Elverum, Community Development Manager Needham, Planner Krzos, Finance Director Bishop and City Attorney Sathe.

**Motion** by Kuznia. **Second** by Hunke.

**Motion** to go into closed session pursuant to Minnesota Statutes, Sections 13D.05, subd. 3(c) and 13.44, subd. 3, to conduct a closed council meeting concerning the properties identified as (PID's and location): 102 10<sup>th</sup> Avenue North (PID No. 2411722310095; PID No. 2411722310094; PID No. 2411722310002); 501 Mainstreet (PID No. 2411722420009); 525 Main Street (PID No. 2411722420166); 15 6<sup>th</sup> Avenue North (PID No. 2411722420017) (hereinafter collectively referred to as the "Properties") and to consider strategies and to develop or consider offers or counteroffers for the purchase or sale of the Properties and to review confidential appraisal information for the Properties. The need for confidentiality outweighs the purposes of the open meeting law because the City Council, City staff and City Attorney intend to candidly discuss the City's options and potential strategies related to these Properties.

**Ayes: Garrido, Goodlund, Hanlon, Hunke, Kuznia**  
**Nays: None. Motion carried.**

**Motion** by Kuznia. **Second** by Hunke.

**Motion** to go out of closed session.

**Ayes: Garrido, Goodlund, Hanlon, Hunke, Kuznia**  
**Nays: None. Motion carried.**

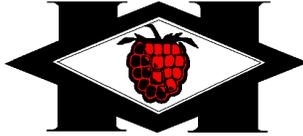
**ADJOURNMENT**

There being no further business to come before the City Council, and upon a motion by Hunke, second by Garrido, the meeting was unanimously adjourned at 8:57 p.m.

Respectfully Submitted,



Amy Domeier, City Clerk



Administration

CITY OF HOPKINS

## City Council Report 2025-013

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

From: Laila Imihy, AICP, Special Projects and Initiatives Manager

Date: January 21, 2025

Subject: Cooperative Agreement with the City of Minnetonka for Joint Recreation Services

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### RECOMMENDED ACTION

**MOTION TO** approve the cooperative agreement for joint recreation services.

### OVERVIEW

Since 1986, the of Hopkins and Minnetonka have jointly operated a recreation program which provides the residents of both cities with high quality recreational programming appropriate to a wide range of ages, abilities, and interests. This agreement, which is attached, expired in 1986, however both cities have continued to operate the program under similar terms to the original agreement.

In late 2024, staff and the city attorney for both communities began the process of updating the agreement. Changes to the agreement reflect current practices by both cities as they relate to joint recreation and extends the length of the contract for another 30 years. Revisions made from the 1986 Agreement are generally minor and do not change the cooperative relationship in any significant way.

The Hopkins Park Board reviewed the proposed agreement at their December 2024 meeting and recommended approval of the contract. The city of Minnetonka is set to approve the agreement at their upcoming City Council meeting on January 27, 2025.

### SUPPORTING INFORMATION

- 1986 Joint Powers Agreement
- Cooperative Agreement with the City of Minnetonka
- MOU for Joint Recreation Agreement

A G R E E M E N T

AN AGREEMENT BETWEEN THE CITY OF MINNETONKA  
AND THE CITY OF HOPKINS TO PROVIDE A  
JOINT RECREATION PROGRAM

This Agreement, entered into this 1st day of July, 1986 by and between the City of Minnetonka, party of the first part, hereinafter referred to as "Minnetonka," and the City of Hopkins, party of the second part, hereinafter referred to as "Hopkins," being both municipal corporations organized and existing by virtue of the laws of the State of Minnesota.

Witnesseth, that the parties hereto in consideration of the mutual agreements herein contained agree to cooperate in providing for their respective community's joint recreation program pursuant to the authority granted by Minnesota Statute Sections 471.15 to 471.19 and all other applicable statutes and powers express or implied and in accordance with the following provisions:

SECTION 1. MEMBERSHIP

A Joint Recreation Board consisting of nine (9) members shall be established. Each party to this Agreement shall be entitled to appoint a specified number of members to the Joint Recreation Board, with said number being determined by the proportionate participation of residents in each community in joint recreation program activities as identified in the most recent Joint Recreation Department Annual Participation Study.

Members must be residents of the community for which they are appointed. This proportion shall be determined by totaling the combined participation totals for Minnetonka and Hopkins and dividing the individual totals for each community by the combined total. That proportion shall be multiplied by nine to determine the number of Board members for each community. All fractions of five-tenths (.5) or greater will be rounded up and all fractions of less than five-tenths (.5) will be rounded down for purposes of determining whole number of the appointments for each community. On this basis, Minnetonka shall be entitled, beginning the 1st day of July, 1986, to appoint six (6) members and Hopkins three (3) members. At least one Minnetonka appointee shall be a resident of the Hopkins School District, at least one appointee shall be a resident of the Minnetonka School District, and at least one appointee shall be a resident of the Wayzata School District. At least one Hopkins appointee shall be a resident of the Hopkins School District. Further, one appointee from each community shall be the Chairperson of its respective Park Board, or a designated representative thereof. At the request of either party, the number of appointees for each community may be re-examined and changed by mutual agreement, based on the participation formula used herein. Changes in the number of appointees, shall be reviewed for conformance to the formula every other year. Upon completion of such review, any necessary adjustments shall be made.

SECTION 2. POWERS AND DUTIES

The Joint Recreation Board shall plan and recommend a joint recreation program for the parties and recommend and submit an annual budget to the respective city managers. The Recreation Director shall administer the program established by the City Councils. The Director shall prepare an annual budget and submit the same for consideration by the Board. Upon recommendation by the Board, the budget shall then be submitted to the City Manager of each city. All costs, except the Recreation Director's salary, including the salaries of staff, office expense and supplies shall be split between the parties on the same basis that representation on the Board is determined. Based on present representation, Minnetonka shall pay 66-2/3% and Hopkins shall pay 33-1/3% of all administrative costs, except the Director's salary. These respective contributions shall remain in effect as long as the Board remains constituted by six (6) Minnetonka and three (3) Hopkins appointees. It is recognized that the Recreation Director also serves as the Park Director for the City of Hopkins. In consideration of these additional duties, effective January 1, 1986, each party shall pay 50% of the Director's salary.

SECTION 3. JOINT COUNCIL MEETINGS

Upon budget recommendation by the Board and submission to the Minnetonka and Hopkins city managers, a joint meeting of the Minnetonka and Hopkins City Council may be scheduled for the purpose of jointly reviewing the Recreation budget and discussing any other policy considerations related to the

operation of the recreation program. If it is desired by either City Council to give policy guidance to the Board, a joint meeting of the Minnetonka and Hopkins City Councils may be scheduled upon 15 days written notice.

SECTION 4. PROPERTY RETENTION

Land, playground equipment and supplies provided by either party shall remain the property of the party so furnishing or supplying the same, except that nothing herein shall be construed as to prohibit the purchase of recreation supplies or equipment with the use of joint funds if agreed to by the parties.

SECTION 5. PROGRAM ADMINISTRATION

The Director and his immediate staff shall be considered employees of Minnetonka for payroll, health insurance, and other purposes and under the direct supervision of the City Manager of Minnetonka. The department office will be located in Minnetonka; sign-ups and permits will be available at a Hopkins site. It is mutually understood that the selection of the Director is a matter of joint concern between the Cities. In the event of a vacancy in the position of Director, the city managers will review applications and interview several qualified candidates. The final applicant or applicants will be referred to the Joint Recreation Board for interview and advisory recommendation. Final selection will be by the Minnetonka City Manager, only with the written concurrence of the Hopkins City Manager. Termination of the Director, if necessary, would be by the Minnetonka City Manager, only with

the written concurrence of the Hopkins City Manager. All other Joint Recreation Department employees may be hired or terminated in a manner consistent with the procedure then applicable to other similar employees of Minnetonka.

SECTION 6. PROPORTIONATE LIABILITY

The parties agree that they shall proportionately share all claims, losses, damages, and expenses, including attorneys' fees, which one or both incurs or for which one or both becomes liable because of personal injury, death, and/or property damage resulting from the operation of the joint Recreation Department and programs. Each party's share shall be the same proportion as each party's proportional representation on the Joint Recreation Board calculated according to Section 1. of this Agreement.

SECTION 7. PROGRAM FUNDING

All programs offered by the recreation program insofar as it is possible shall have fee structures which cause them to be self-supporting. Program costs not covered by program fees shall be apportioned as defined in Section 2.

SECTION 8. PROVISION OF FACILITIES

It shall be the goal of both parties to provide recreational and park facilities in proportion to the needs of their respective populations. Whenever the Joint Recreation Board discerns from program statistics that there is a

significant disparity between program participation and facilities provided, the Board may recommend corrective action through the established planning and budgetary process of the respective party.

SECTION 9. NON-EXCLUSIVITY

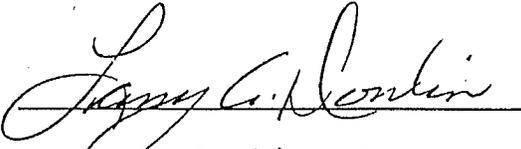
The Joint Recreation Board shall extend services to Hopkins-Minnetonka citizens regardless of school district, directly or by cooperation with recreation departments of those areas but recognizing this is a non-exclusive contract and nothing contained herein should be construed as prohibiting either party from contracting with other municipalities or other school districts to provide recreational services to their citizens.

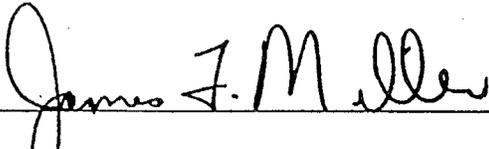
SECTION 10. TERMINATION

This Agreement may be terminated by either party hereto by written notice to the other party at least one year prior to the date of the desired termination. However, in the final year of this Agreement, notice by either party prior to July 1, shall be acceptable. This Agreement shall continue in effect until such notice is given or it is amended by agreement of both parties. In the event of a termination, an accounting shall be had between the parties as to jointly purchased supplies, equipment, administrative office equipment or liabilities and a settling of such accounting shall be had in a manner mutually satisfactory to the parties. This Agreement shall be in effect for the period of July 1, 1986 through December 31, 1989.

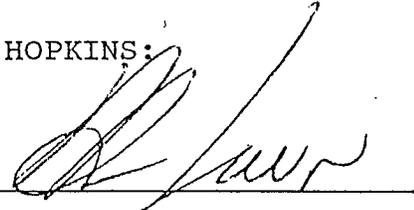
In witness whereof, the parties have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

CITY OF MINNETONKA:

by:   
Larry A. Donlin, Mayor

by:   
James F. Miller, City Manager

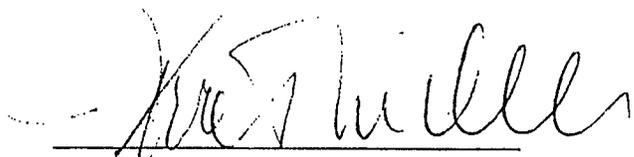
CITY OF HOPKINS:

by:   
Ellen Lavin, Mayor

by:   
Craig Rapp, City Manager

Approved as to form and legality:

\_\_\_\_\_  
Desyl Peterson  
Minnetonka City Attorney

  
Jerre Miller  
Hopkins City Attorney

**COOPERATIVE AGREEMENT  
RELATING TO JOINT RECREATIONAL PROGRAM**

This Agreement is made as of \_\_\_\_\_, 2025 by and between CITY OF MINNETONKA, a Minnesota municipal corporation (“Minnetonka”), and CITY OF HOPKINS, a Minnesota municipal corporation (“Hopkins”).

Recitals

- A. Under Minn. Stat. § 471.15, Minnetonka and Hopkins are each authorized to operate a program of public recreation. Under Minn. Stat. §§ 471.16 and 471.59, the parties are authorized to cooperate in the operation of a joint program of public recreation.
- B. Minnetonka and Hopkins are parties to an agreement dated July 1, 1986 and titled “An Agreement between the City of Minnetonka and the City of Hopkins to Provide a Joint Recreational Program” (the “1986 Agreement”). The 1986 Agreement formally expired Dec. 31, 1986, but the parties have continued to operate a joint recreation program based on the fundamental concepts of the 1986 Agreement.
- C. For nearly 40 years, the parties have operated a joint recreation program that has served the residents of both cities with high quality recreational programming appropriate to a wide range of ages, abilities, and interests.
- D. The parties appreciate the success of the joint recreation program and desire that it continue according to the terms of this Agreement.

Terms

ARTICLE 1: GENERAL PROVISIONS

- 1.1. Recitals incorporated. The recitals set forth above are incorporated into and made a part of this Agreement.
- 1.2. Joint recreation program. The parties agree to operate a joint program of public recreation for the benefit of their respective communities, according to the terms of this Agreement.
- 1.3. Data practices; records. Each party agrees to comply with the Minnesota Government Data Practices Act (Minn. Stat. ch. 13, the “MGDPA”) and to maintain official records created, collected or maintained in performance of this Agreement in accordance with Minn. Stat. 15.17 and 138.17. To the extent that Minnetonka is required to share data with Hopkins that is classified as private under Minn. Stat. § 13.43, Hopkins agrees to maintain that data as required by the MGDPA.
- 1.4. Audit. Pursuant to Minnesota Statutes § 16C.05, Subd. 5, any books, records, documents, and accounting procedures and practices of Hopkins and Minnetonka relevant to this Agreement are subject to examination by Hopkins, Minnetonka, and either the Legislative Auditor or the State Auditor as appropriate. Hopkins and Minnetonka agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement.

1.5. Non-exclusivity. This Agreement is a non-exclusive contract. Nothing in this Agreement is intended or should be construed as prohibiting either party from contracting with other governmental entities or nonprofit organizations to provide recreational services to its respective community.

1.6. Amendments. This Agreement may be amended at any time by mutual agreement of the parties. All amendments must be in writing and approved by the city council of each party.

## ARTICLE 2: RECREATION DIRECTOR AND STAFFING

2.1. Recreation director. The joint recreation program shall be administered and overseen by a Recreation Director. The Recreation Director will be the same person who serves as director of the Minnetonka Recreation Services Department or any equivalent successor department that may be subsequently established by Minnetonka. The Recreation Director will be a Minnetonka employee, subject to the direction, control, salary schedule and policies of Minnetonka, except as expressly modified by this Article 2.

2.2. Hiring. The selection and retention of the Recreation Director is a matter of joint concern by Minnetonka and Hopkins. Minnetonka agrees to cooperate with Hopkins in filling any vacancy in the position of Recreation Director, including obtaining input on job description and salary range, posting and advertising of the position, and selection of finalists for interviews. The city managers of both cities will conduct interviews of finalists. The Minnetonka city manager will make the final hiring decision, with written concurrence of the Hopkins city manager.

2.3. Reviews; investigations. The Minnetonka city manager will solicit feedback from the Hopkins city manager for any performance reviews of the Recreation Director. If disciplinary investigations are necessary, Minnetonka will consult Hopkins staff only to the extent necessary for the conduct of the particular matter under investigation.

2.4. Termination. The Minnetonka city manager must consult with the Hopkins city manager prior to making any decision to terminate the Recreation Director.

2.5. Duties of Recreation Director. The Recreation Director is responsible for overall supervision and management of the joint recreation program and for ensuring that the program operates within its approved budget. The Recreation Director will: (a) attend regularly-scheduled meetings of Hopkins leadership staff, as may be requested by the Hopkins city manager, (b) attend meetings of the Hopkins Park Board, on a quarterly basis; (c) participate in other processes and meetings required for Hopkins leadership staff; and (d) report to the Hopkins city council.

2.6. Other staff. Minnetonka will hire other employees necessary to the operation of the joint recreation program, consistent with procedures applicable to other similar employees of Minnetonka. Minnetonka shall be solely responsible for the hiring, discipline and termination of its employees. Hopkins may provide feedback to the Recreation Director regarding the performance of any employee providing services as part of the joint recreation program. Minnetonka will consult with Hopkins staff regarding disciplinary investigations of joint recreation staff only to the extent necessary for the conduct of the particular matter under investigation.

2.7. Minnetonka employees. The Recreation Director and all other Minnetonka employees who perform services related to the operation of the joint recreation program shall not be

considered employees of Hopkins for any purpose. Minnetonka is responsible for complying with all applicable laws governing the employment relationship, including but not limited to laws related to minimum wage, overtime, unemployment insurance, paid family medical leave, earned sick and safe time, workers' compensation insurance, payment of wages, payroll taxes, and nondiscrimination requirements. Minnetonka shall determine the compensation and benefits to be paid to all such employees, except for the obligation to consult with the Hopkins city manager on the salary range for the Recreation Director position. Minnetonka shall include the costs of providing salary or wages, benefits and insurance premiums for such employees in the joint recreation program budget, but it shall not include in the budget any costs for payment of workers' compensation claims, disability claims, or similar claims, where payments are made to individual employees in resolution of disputes.

### ARTICLE 3: PROGRAM DEVELOPMENT; BUDGETING AND COST ALLOCATION

3.1. Program development. Minnetonka staff will develop program offerings for the joint recreation program in consultation with Hopkins staff and under the direction and supervision of the Recreation Director; the Recreation Director will consult with the Minnetonka and Hopkins city managers as appropriate. To the extent possible, programs offered through the joint recreation program should have fee structures designed to support the operational costs of the program, including supplies, equipment and staffing. The locations for program offerings should be equitably distributed in both cities, based on the physical facilities required for the program and the availability of those facilities. Minnetonka and Hopkins staff will cooperate in reserving facilities for the joint recreation program. Joint recreation programs will not distinguish between Hopkins and Minnetonka residents for purposes of program eligibility or fees. The overall program offerings should be designed to appeal to and be accessible by individuals residing and working within both cities who are diverse in multiple characteristics including specifically all classifications of individuals protected by the Minnesota Human Rights Act. The seasonal program brochures that advertise joint recreation program offerings must equitably allocate space for each party to advertise recreational facilities that are not used for joint recreation programs, as agreed upon between the director and Hopkins' city staff.

3.2. Budget approval. The Recreation Director annually must prepare a proposed budget for the operation of the joint recreation program, in cooperation with the city managers of each party. The budget must show the total cost allocation for each city, using the allocation formula set forth in section 3.3 of this Agreement. The city managers for both cities must consult and make any adjustments as mutually agreed before presenting the budget to their respective city councils. If the city managers are unable to agree upon a proposed budget, a joint meeting of the city councils of Hopkins and Minnetonka may be scheduled upon 15 days' prior notice. If the city councils are unable to agree to a proposed budget, the final decision shall be made by the Minnetonka city council.

3.3. Cost allocation. The parties agree to share in the costs of the joint recreation program as provided in this section 3.3.

3.3.1. Except as provided in section 3.3.1 below, the costs to be shared include all costs for the operation of the joint recreation program, including but not limited to: hourly wages or salaries paid to all joint recreation staff, including the Recreation Director; the cost of employee benefits (in addition to wages or salaries) paid for joint recreation staff; supplies and equipment purchased or rented for the operation of the joint recreation program; and fees paid to independent contractors such as instructors and other professionals engaged to perform

services in connection with the joint recreation program; and liability claims as provided in section 5.1 of this Agreement. No capital expenditures will be included in the shared costs, except as provided at section 4.1 of this Agreement and the agreements referenced in that section. Minnetonka agrees to be responsible for 67 percent of the shared costs, and Hopkins agrees to be responsible for 33 percent of the shared costs.

3.3.2. The parties may enter into one or more separate supplemental agreements that deviate from the provisions of 3.3.1 above for specific program or personnel costs. Any supplemental agreement must reference this section 3.3.2, must specify the duration of the supplemental agreement (which may be extended from time to time or replaced with a new supplemental agreement) and must be approved by the parties' city councils.

3.4. Payment. Hopkins shall pay its share of costs to Minnetonka on an annual basis, no later than April 1 of the applicable budget year.

#### ARTICLE 4: PERSONAL AND REAL PROPERTY

4.1. Shady Oak Beach property. The real property located at 5200 Shady Oak Road, generally known as Shady Oak Beach, is owned by Hopkins but located within Minnetonka. The use, operation and maintenance responsibilities of the parties with respect to Shady Oak Beach are governed by a Ground Lease Agreement dated Sept. 14, 1998, filed Feb. 17, 2010 in the office of the Hennepin County Recorder as Document No. A9480924 and filed Feb. 17, 2010 in the office of the Hennepin County Registrar of Titles as Document No. T4730539 ("Ground Lease") and the Agreement for Improvements to and Operation of Shady Oak Beach incorporated into and attached as Exhibit B to said Ground Lease, as said Ground Lease may be amended from time to time.

4.2. Other real properties.

4.2.1. Each of the parties owns, operates and maintains real properties, other than Shady Oak Beach, that may be used in connection with the operation of the joint recreation program ("Real Properties"). A list of the Real Properties is attached as Exhibit A to this Agreement. The parties agree to update Exhibit A as needed during the term of this Agreement, and to append each update to this Agreement. Each update shall be titled consecutively (e.g., Exhibit A-1, Exhibit A-2), shall include an effective date, and shall be verified by initials of the Hopkins city manager and the Recreation Director.

4.2.2. Except as provided in section 4.2.3 below, the parties agree to make their respective Real Properties available for use of the joint recreation program at no charge. Each party is solely responsible for the cost of capital improvements, maintenance, upkeep, and insurance of their respective Real Properties, and those costs will not be included in the budget for the joint recreation program. Each party retains ownership of its own Real Properties and establishing and enforcing policies and ordinances applicable to the use of its Real Properties, including but not limited to park regulations.

4.2.3. The parties may enter into one or more separate supplemental agreements to deviate from the provisions of 4.2.2 above for a specific Real Property, whether

existing or acquired after the date of this Agreement. Any supplemental agreement must reference this section 4.2.3, must specify the duration of the supplemental agreement (which may be extended from time to time or replaced with a new supplemental agreement) and must be approved by the parties' city councils.

4.3. Personal property. Each party retains ownership of any equipment and supplies that it provides for use of the joint recreation program; each party agrees to provide the equipment and supplies without charge to the other party or to the joint recreation program budget. Minnetonka is responsible for purchasing any equipment and supplies that are required solely for use by the joint recreation program, provided that the cost is included within the approved budget for the program ("Program Equipment"). Minnetonka must maintain an inventory of all Program Equipment. Upon termination of this Agreement, the parties shall divide any Program Equipment between themselves based on estimated sale value; Minnetonka shall be entitled to Program Equipment representing 67 percent of the estimated sale value of all Program Equipment; and Hopkins shall be entitled to Program Equipment representing 33 percent of the estimated sale value of all Program Equipment.

#### ARTICLE 5: LIABILITY

5.1. Liability. The parties agree to defend, indemnify and hold each other harmless, including their officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys' fees, arising out of this Agreement and resulting directly or indirectly from any act or omission of the indemnifying party or its employees, agents or contractors. The parties' liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.

5.2. Insurance. Each party agrees to obtain and keep in force a policy of public liability insurance to provide coverage for claims, losses, damages, and expenses, including attorneys' fees, that arise out of the operation of the joint operation program under this Agreement. Each party will name the other as an additional insured in such policies and shall obtain such policy(ies) from a reputable insurance company authorized to do business in Minnesota or through a self-insurance pool organized pursuant to Minnesota Statutes §471.981.

5.3. Indemnification. Subject to the limitations and immunities of MN Statute Chapter 466, each party will defend and indemnify the other, its officers, employees and agents from and against Property Claims involving Real Properties owned by the indemnifying party. Under no circumstances, however, shall a party be required to pay on behalf of itself and the other party any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for both parties may not be added together to determine the maximum amount of liability for either party. The intent of this paragraph is to impose on each party a limited duty to defend and indemnify the other subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.

## ARTICLE 6: DISPUTE RESOLUTION

6.1. Meet and confer. If a dispute arises between the parties regarding this Agreement, the city managers of each city must promptly meet and attempt in good faith to negotiate a resolution of the dispute.

6.2. Mediation. If the parties have not negotiated a resolution of the dispute within 30 days after this meeting, the parties may jointly select a mediator to facilitate further discussion. Each party agrees to pay 50 percent of the mediator's invoice for services.

6.3. Arbitration. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may submit the dispute to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, except that disputes involving an amount less than \$25,000 will be submitted to a single arbitrator. Each party is responsible for its own attorney's fees and costs incurred, and 50 percent of the arbitration fees.

## ARTICLE 7: TERM; TERMINATION

7.1. Term. This Agreement shall continue in effect until amended by agreement of the parties or until terminated as provided in this Article 7.

7.2. Termination; notice. Either party may terminate this Agreement by giving written notice to the other party at least two years prior to the date on which all joint program services will no longer be offered to the public (the "Program End Date"). The notice must be sent to the attention of the city manager of the other party, addressed to the official city hall of the other city, and sent by United States mail or personal delivery.

7.3. Accounting. In the event of a termination, Minnetonka must prepare an accounting as to all jointly purchased supplies and equipment and any outstanding liabilities. The parties shall distribute jointly purchased supplies and equipment as provided in section 4.3 of this Agreement or, in the alternative, may sell such supplies and equipment. The parties shall settle the final accounting of all assets and liabilities within 90 days after the Program End Date, which shall be the date on which this Agreement terminates.

7.4. Continuing obligations. The provisions of Articles 1, 5 and 6 remain in effect after termination of this Agreement. If a Program Liability arises after termination of this Agreement, the parties agree to share the cost of the Program Liability as provided in Article 5.

*[signature pages follow]*

**Signature Page – Hopkins**

CITY OF HOPKINS

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

By \_\_\_\_\_  
Michael Mornson, City Manager

**Signature Page --- Minnetonka**

CITY OF MINNETONKA

By \_\_\_\_\_  
Brad Wiersum, Mayor

By \_\_\_\_\_  
Michael S. Funk, City Manager

**Exhibit A**

**List of Real Properties**

<u>Owner</u>	<u>Property address/name</u>	<u>Applicable section</u>
Hopkins	Shady Oak Beach 5200 Shady Oak Rd, Minnetonka	4.1
Hopkins	Hopkins Pavilion 11000 Excelsior Boulevard Hopkins	4.2
Hopkins	Hopkins Activity Center 33 14 <sup>th</sup> Ave N Hopkins	4.2
Hopkins	Hopkins Center for the Arts 1111 Mainstreet Hopkins	4.2
Metropolitan Council, leased by City of Hopkins & Three Rivers Parks District	Hopkins Depot 9451 Excelsior Blvd Hopkin	4.2
Hopkins	Buffer Park 400 5 <sup>th</sup> Street S Hopkins	4.2
Hopkins	Burnes Park 301 2 <sup>nd</sup> Street N Hopkins,	4.2
Hopkins	Central Park 101 16 <sup>th</sup> Avenue S Hopkins	4.2
Hopkins	Cottageville Park 435 Blake Rd N Hopkins	4.2
Hopkins	Downtown Park 40 9 <sup>th</sup> Avenue S Hopkins	4.2
Hopkins	Elmo Park 1401 Elmo Park Service Road Hopkins	4.2
Hopkins	Harley Hopkins Park 108 Jackson Avenue S Hopkins	4.2
Hopkins	Hilltop Park 2020 4 <sup>th</sup> Street N Hopkins	4.2

Hopkins	Interlachen Park 230 Homedale Road Hopkins	4.2
Hopkins	Maetzold Field 1215 1 <sup>st</sup> Street n Hopkins	4.2
Hopkins	Oakes Park 900 Lake Street NE Hopkins	4.2
Hopkins	Raspberry Park 635 6 <sup>th</sup> Avenue S Hopkins	4.2
Hopkins	Valley Park 700 8 <sup>th</sup> Street S Hopkins	4.2
Minnetonka	Williston Fitness Center, 14509 Minnetonka Drive, Minnetonka	4.2
Minnetonka	The Marsh, 15000 Minnetonka Blvd., Minnetonka	4.2
Minnetonka	Community Center, 14600 Minnetonka Blvd., Minnetonka	4.2
Minnetonka	Glen Lake Activity Center, 14350 Excelsior Blvd., Minnetonka	4.2
Minnetonka	Big Willow Park and Preserve	4.2
Minnetonka	Boulder Creek Park 5948 Stoneybrook Dr. Minnetonka	4.2
Minnetonka	Civic Center Park 14600 Minnetonka Blvd. Minnetonka	4.2
Minnetonka	Covington Park 18920 Manchester St. Minnetonka	4.2
Minnetonka	Crane Lake Preserve Wayzata Blvd. South Frontage Rd. Minnetonka	4.2
Minnetonka	Elmwood-Strand Park 3610 Elmwood Pl. Minnetonka	4.2
Minnetonka	Ford Park 2115 Ford Rd. Minnetonka	4.2

Minnetonka	Glen Lake Park 5240 Glenview Dr. Minnetonka	4.2
Minnetonka	Glen Lake Station Park Excelsior Blvd. & Beacon Hill. Rd. Minnetonka	4.2
Minnetonka	Glen Moor Park 700 W. Glen Moor Rd. Minnetonka	4.2
Minnetonka	Gray's Bay Causeway Park 17232 Co. Rd. 101 Wayzata	4.2
Minnetonka	Green Circle Park 5600 Green Circle Dr. Minnetonka	4.2
Minnetonka	Gro Tonka Park 17003 Prospect Place Minnetonka	4.2
Minnetonka	Groveland Park 16710 Cottage Grove Ave. Wayzata	4.2
Minnetonka	Guilliam's Field Park 12101 Minnetonka Blvd. Minnetonka	4.2
Minnetonka	Hilloway Park 12145 Hilloway Rd. Minnetonka	4.2
Minnetonka	Holiday Lake Park 5230 Woodland Rd. Minnetonka	4.2
Minnetonka	Junction Park 12305 Excelsior Blvd. Minnetonka	4.2
Minnetonka	Kelly Park 17500 Excelsior Blvd. Minnetonka, MN 55345	4.2
Minnetonka	Kinsel Park 14107 Kinsel Road Minnetonka	4.2
Minnetonka	Knollway Park 895 Horn Dr. Minnetonka	4.2
Minnetonka	Lake Charlotte Park 16500 Norwood Dr. Minnetonka	4.2

Minnetonka	Lake Rose Preserve 5728 Lake Rose Drive Minnetonka	4.2
Minnetonka	Libbs Lake Beach Park 16515 Park Lane Wayzata	4.2
Minnetonka	Linner Park 2022 Linner Rd. Wayzata	4.2
Minnetonka	Lone Lake Park and Preserve 5624 Shady Oak Rd. Minnetonka	4.2
Minnetonka	Mayflower Park 2835 Mayflower Ave. Minnetonka	4.2
Minnetonka	McKenzie Park 14950 Mckenzie Blvd. Minnetonka	4.2
Minnetonka	Meadow Park and Preserve 2725 Oakland Rd. Minnetonka	4.2
Minnetonka	Mini-Tonka Park 16001 Lake St. Ext. Minnetonka	4.2
Minnetonka	Minnehaha Creek Headwaters Park 16501 Grays Bay Blvd. Wayzata	4.2
Minnetonka	Minnetonka Mills Park 13209 E. McGinty Rd. Minnetonka	4.2
Minnetonka	Mooney Park 2910 Oak Lea Dr. Wayzata	4.2
Minnetonka	Oberlin Park 11597 Oberlin Rd. Minnetonka	4.2
Minnetonka	Orchard Park 12595 Orchard Rd. Minnetonka	4.2
Minnetonka	Pioneer Park 12117 Pioneer Rd. Hopkins	4.2
Minnetonka	Purgatory Park and Preserve 17315 Excelsior Blvd. Minnetonka	4.2

Minnetonka	Reich Park 18601 Beaver Trail Minnetonka	4.2
Minnetonka	Ridgedale Commons, 12590 Ridgedale Drive, Minnetonka	4.2
Minnetonka	Spring Hill Park 16714 Seymour Dr. Minnetonka	4.2
Minnetonka	Sunrise Ridge Park Minnetonka Circle Minnetonka	4.2
Minnetonka	Tower Hill Park 4525 Williston Rd. Minnetonka	4.2
Minnetonka	Victoria-Evergreen Park 3801 Victoria St. Minnetonka	4.2
Minnetonka	Westwood Park 9 Westwood Rd. Minnetonka	4.2
Minnetonka	Wilson Park 4203 Victoria St. Minnetonka	4.2
Minnetonka	Woodgate Park 5090 Highland Rd. Minnetonka	4.2

Effective date: [insert date same as date on page 1]

Initials: \_\_\_\_\_  
Hopkins Mgr.

\_\_\_\_\_  
Recreation Director

**MEMORANDUM OF UNDERSTANDING  
REGARDING COOPERATIVE AGREEMENT  
RELATING TO JOINT RECREATION PROGRAM**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between CITY OF HOPKINS, a Minnesota municipal corporation (“Hopkins”) and CITY OF MINNETONKA, a Minnesota municipal corporation (“Minnetonka”).

Recitals

A. Hopkins and Minnetonka are parties to a joint powers agreement entitled “Cooperative Agreement Relating to Joint Recreational Program,” dated \_\_\_\_\_, 2025 (the “JPA”).

B. In general, the JPA provides that Minnetonka will provide staffing and oversight of a joint recreation program, utilizing facilities owned by each of the parties, for the benefit of both Hopkins and Minnetonka residents and that the parties will share the costs of the joint recreation program.

C. Section 3.1 of the JPA provides as follows:

3.1. Program development. Minnetonka staff will develop program offerings for the joint recreation program in consultation with Hopkins staff and under the direction and supervision of the Recreation Director; the Recreation Director will consult with the Minnetonka and Hopkins city managers as appropriate. To the extent possible, programs offered through the joint recreation program should have fee structures designed to support the operational costs of the program, including supplies, equipment and staffing. The locations for program offerings should be equitably distributed in both cities, based on the physical facilities required for the program and the availability of those facilities. Minnetonka and Hopkins staff will cooperate in reserving facilities for the joint recreation program. Joint recreation programs will not distinguish between Hopkins and Minnetonka residents for purposes of program eligibility or fees. The overall program offerings should be designed to appeal to and be accessible by individuals residing and working within both cities who are diverse in multiple characteristics including specifically all classifications of individuals protected by the Minnesota Human Rights Act. The seasonal program brochures that advertise joint recreation program offerings must equitably allocate space for each party to advertise recreational facilities that are not used for joint recreation programs, as agreed upon between the director and Hopkins’ city staff.

D. The parties desire to clarify the manner in which joint recreational program offerings will be developed and the procedure that will be followed for reserving physical facilities.

E. The purpose of this MOU is to set forth the parties’ understanding regarding those procedures.

Terms

1. Recitals incorporated. The above recitals are incorporated into this MOU and made a part hereof.

2. No amendment to JPA. This MOU does not amend the terms and conditions of the JPA. It is intended only to clarify specific procedures that Minnetonka staff will follow in 2025 in developing program offerings in consultation with Hopkins staff, as required by Section 3.1 of the JPA. Unless otherwise defined in this MOU, capitalized terms have the same meaning as set forth in the JPA.

3. Term. This MOU has the same effective date as the JPA and will terminate automatically on Dec. 31, 2025.

4. Facility scheduling.

- a. Notice. When developing program offerings for the joint recreation program, Minnetonka staff will follow the procedures as required by Minnetonka and by Hopkins for reserving their respective facilities, with not less than sixty (60) days' advance notice for each reservation, except in case of emergency. Nothing in this MOU prevents either party from waiving the 60-day notice requirement in its sole discretion.
- b. Scheduling conflicts. If Hopkins staff objects to a requested reservation, staff representatives of Hopkins and Minnetonka will confer for the purpose of resolving conflicts. The parties understand that either party may decline to make their facilities available if: the proposed programming would be in direct competition with other services provided at the facility; the facility manager determines there is not sufficient space for the proposed programming at that facility; or the space is unavailable due to a prior reservation.
- c. As provided in Section 3.1, if the Hopkins and Minnetonka staff are unable to resolve conflicts regarding the program schedule and use of facilities, the Recreation Director will consult with the city managers for both parties.

4. Facility charges. Section 4.2.2 of the JPA provides that parties will make their Real Properties available for use of the joint recreation program at no charge, with two exceptions: Shady Oak Beach (see Section 4.2.1 of the JPA) and specific Real Properties that are covered by a supplemental agreement (see Section 4.2.3.). The parties agree that, under 4.2.2, the following costs will not be billed to the joint recreation budget: (a) rental fees for the use of any facility covered by 4.2.2; or (b) routine staff costs such as room set-up and cleaning for program use of those facilities. The parties further understand that a proposed joint recreation program will result in a party incurring direct, out-of-pocket costs that are necessary for that specific program and are not part of the routine use and upkeep of a facility, those costs will be identified at the time the program is developed and will be charged to the joint recreation program budget.

*[signature pages follow]*

**Signature Page – Hopkins**

CITY OF HOPKINS

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

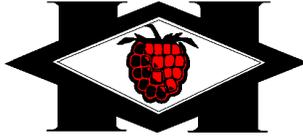
By \_\_\_\_\_  
Michael Mornson, City Manager

**Signature Page --- Minnetonka**

CITY OF MINNETONKA

By \_\_\_\_\_  
Brad Wiersum, Mayor

By \_\_\_\_\_  
Michael S. Funk, City Manager



Administration

CITY OF HOPKINS

## City Council Report 2025-012

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

From: Laila Imihy, AICP

Date: January 21, 2025

Subject: Approval of the Pay Equity Compliance Report

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### **RECOMMENDED ACTION**

**MOTION TO** approve the attached Pay Equity Compliance Report.

### **OVERVIEW**

In 1984 the Minnesota Legislature passed a "Comparable Worth" or Pay Equity law. The purpose of this law was to reduce the perceived wage disparity between government jobs held largely by males and those predominantly held by females. Each local government jurisdiction must submit a Pay Equity Implementation Report every three years, as provided by Minnesota Statutes, section 471.9981, to determine whether it is in compliance with the law.

The City of Hopkins is required to submit a report to the department of Management and Budget (MMB) by January 31, 2025. This report must be based upon the employees hired and salaries paid as of December 31, 2024.

Adoption of this motion will allow the City to submit its Pay Equity Implementation Report as required by state law. An initial review of this data, which is attached, shows the City of Hopkins is in compliance with state law.

### **SUPPORTING INFORMATION**

- Pay Equity Compliance Report

# Compliance Report

Jurisdiction: Hopkins  
1010 - 1st Street South

Report Year: 2025  
Case: 1 - 2025 Data (Shared (Jur and MMB))

Hopkins, MN 55343

Contact: Casey Casella

Phone: (952) 548-6303

E-Mail: ccasella@hopkinsmn.com

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

## I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	42	21	2	65
# Employees	87	37	47	171
Avg. Max Monthly Pay per employee	8628.76	8022.46		7671.39

## II. STATISTICAL ANALYSIS TEST

### A. Underpayment Ratio = 400 \*

	Male Classes	Female Classes
a. # At or above Predicted Pay	26	19
b. # Below Predicted Pay	16	2
c. TOTAL	42	21
d. % Below Predicted Pay (b divided by c = d)	38.10	9.52

\*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

### B. T-test Results

Degrees of Freedom (DF) = 122	Value of T = -4.067
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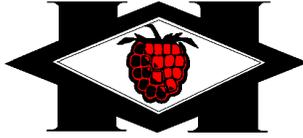
- a. Avg. diff. in pay from predicted pay for male jobs = 16
- b. Avg. diff. in pay from predicted pay for female jobs = 220

## III. SALARY RANGE TEST = 96.03 (Result is A divided by B)

- A. Avg. # of years to max salary for male jobs = 8.64
- B. Avg. # of years to max salary for female jobs = 9.00

## IV. EXCEPTIONAL SERVICE PAY TEST = 0.00 (Result is B divided by A)

- A. % of male classes receiving ESP = 14.29 \*
  - B. % of female classes receiving ESP = 19.05
- \*(If 20% or less, test result will be 0.00)



Administration

CITY OF HOPKINS

## City Council Report 2025-008

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

From: Amy Domeier, City Clerk

Date: January 21, 2025

Subject: Ordinance No. 2025-1218 Amendment of the Hopkins Charter by Ordinance

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### RECOMMENDED ACTION

**MOTION TO** Approve for First Reading Ordinance 2025-1218 Amendment of the Hopkins Charter by Ordinance.

### PREVIOUS ACTION

The Charter Commission voted 8-3 to move forward with this amendment at their May 29 and July 31 meetings. The City Council voted 4-1 to move forward with amendment at the October 1 public hearing. The motion failed since a 5-0 vote was required to hold the second reading. The Charter Commission voted 7-4 on November 20 to move forward with the amendment asking the Council to reconsider before moving the item to a future voting ballot.

### OVERVIEW

The Hopkins Charter Commission is proposing amending the City Charter to change the length of the mayor's term of office to a four-year term.

The proposed amendment is based on the following:

- Changing the mayor's term of office from a two-year term to four-year term to align with council members four-year term length.
- A majority (7 out of 11) of Charter Commissioners supported the amendment to provide consistency in leadership and the opportunity to build relationships with the City Council and other government agencies; bring stability with a longer term; less energy would be used on campaigning; and the mayor could be focused on the work of the City Council. The opposition to this amendment was mostly to keep an option to flip the City Council membership majority every two years.

## Statewide Mayor Data:

- The LMC has data for 855 self-reported cities on Mayor's terms
  - 434 MN cities have two-year terms for Mayor
  - 29 out of 107 MN home rule cities have two-year terms for Mayor

Anoka	Chatfield	Hopkins	Montevideo	St. James
Barnesville	Columbia Heights	Hutchinson	Mounds View	Staples
Benson	Ely	Lake Crystal	Pipestone	Waseca
Biwabik	Eveleth	Lino Lakes	Rushford	West St. Paul
Breckenridge	Excelsior	Madison	Saint Charles	Winthrop
Browerville	Gilbert	Minnetonka Beach	St. Francis	

## Hopkins Mayor Data:

- 1999 to date (13 elections)
  - 9 elections only 1 candidate
  - 4 elections more than 1 candidate
- The city has average 2 mayoral candidates per election since 2013 (10-year look-back period).

Candidates Per Election	
2013	3
2015	3
2017	2
2019	1
2021	3
2023	1

- From 2000 to date, the mayor's position has been stable
  - Eugene Maxwell 2000-2015
    - Ran unopposed 6 out of 8 elections
  - Molly Cummings 2016-2019
    - Ran unopposed 1 out of 2 elections
  - Jason Gadd 2019-2021
    - Ran unopposed 1 out of 2 elections
  - Patrick Hanlon 2022-current
    - Ran unopposed 1 out of 2 elections

The first even year election where the mayor's term will change is dependent upon further City Council Action.

The Ordinance Amendment requires a 5-0 City Council vote to move forward for a second reading on February 4. If the Ordinance Amendment does not have a unanimous vote, it will be sent back to the Charter Commission. The Charter Commission will decide whether to place the proposed amendment on a future voting ballot.

## SUPPORTING INFORMATION

- Ordinance 2025-1220

**CITY OF HOPKINS  
HENNEPIN COUNTY, MINNESOTA**

**ORDINANCE NO. 2025-1218**

**AMENDMENT OF THE HOPKINS CHARTER BY ORDINANCE**

The City Council of the City of Hopkins, upon recommendation of and from the Hopkins City Charter Commission does hereby ordain and thus amend and adopt the following changes, deletions, and amendments of or from the following chapters and sections of the Hopkins City Charter:

SECTION 1. Section 2.03 – Elected Officials is hereby amended by adding the underlined language and deleting ~~stricken~~ material as follows:

Section 2.03. Elected Officials. The elected officials shall be a mayor and four council members who shall all be qualified voters. They shall all be elected at-large. The mayor and the four council members ~~will~~ shall serve ~~for a term of two years, and the four council members shall serve for~~ terms of four years each. The terms of all elected officials shall commence on January 1 and all shall serve until their successors are elected and qualify. After the city general election, the city council shall, at their next regularly scheduled meeting, meet as the canvassing board and declare the results of the election. The candidate receiving the highest number of votes for a particular office is elected. If the election results in a tie, then the winner should be determined by lot in the presence of the council acting as the canvassing board.

SECTION 2. The effective date of this ordinance shall be effective 90 days after publication.

First Reading:	January 21, 2025
Second Reading:	February 4, 2025
Date of Publication:	February 13, 2025
Date Ordinance Takes Effect:	May 14, 2025

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

ATTEST:

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



**CITY OF HOPKINS**

# City Council Report 2025-009

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

From: Amy Domeier, City Clerk

Date: January 21, 2025

Subject: Ordinance No. 2025-1219 Amendment of the Hopkins Charter by Ordinance

**RECOMMENDED ACTION**

**MOTION TO** Approve for First Reading Ordinance 2025-1219 Amendment of the Hopkins Charter by Ordinance.

**PREVIOUS ACTION**

The Charter Commission voted 11-0 to move forward with this amendment at their May 29 and July 31 meetings. The City Council voted 4-1 to move forward with amendment at the October 1 public hearing. The motion failed since a 5-0 vote was required to hold the second reading. The Charter Commission voted unanimously again on November 20 to move forward with the amendment asking the Council to reconsider before moving the item to a future voting ballot.

**OVERVIEW**

The Hopkins Charter Commission is proposing amending the City Charter to change municipal elections from odd-year to even-year.

The proposed amendment is based on the following:

- Increased voter turnout and civic engagement.
  - One of the most significant benefits of moving local elections from odd years to even years (when county, state and federal elections are held) is the increase in voter turnout. Elections in odd years in Hopkins have much lower participation rates, as they are not held alongside major elections.

Odd Years		Even Years	
Election Year	Turnout	Election Year	Turnout
2023	19%	2024	80%
2021	23%	2022	68%
2019	14%	2020	90%
2017	21%	2018	79%
2015	11%	2016	89%
2013	17%	2014	57%

- One of the City Council goals is to “Take it to Them”. The city is required to be open two Saturday, one Sunday, and a Tuesday evening and until Monday at 5 p.m. the night before Election Day in the even-year election which increases voter turnout. During the 2024 election, 50% of the voting turnout was by early voting with 30% happening in-person at City Hall during the three weeks before the election. Whereas in 2023, only 3% of Hopkins voters voted early which included one Saturday and additional Monday until 5 p.m. that the city is required to be open.
- Even year elections attract more voters primarily because they coincide with high-profile elections that draw greater media attention, resources, and engagement.
- Implement cost savings.
  - Moving to even-year elections would reduce the general fund by approximately \$75,000 every other year (cost of the 2023 election was \$75,798 not including the recount expenditures), which aligns directly with the goals of reducing tax burdens. In the previous report, the \$60,000 savings was an average cost of an election over the last six odd-year election cycles.

#### Odd-Year Election Costs

Election Year	Turnout	Cost for Election	Cost Per Vote
2023	19%	\$75,798.00*	\$36.66
2021	23%	\$64,593.10	\$24.48
2019	14%	\$61,599.31	\$40.33
2017	21%	\$56,903.83	\$26.14
2015	11%	\$52,272.60	\$49.26
2013	17%	\$50,493.79	\$29.95

\*The cost does not include expenses for the recount that was part of the election.

<b>Odd Year Stats</b>	2013-2023
<b>Average Turnout</b>	<b>17.50%</b>
<b>Average Annual Cost</b>	<b>\$60,276.77</b>
<b>Average Cost Per Vote</b>	<b>\$34.47</b>

#### Even-Year Election Costs

Election Year	Turnout	Cost for Election	Cost Per Vote
2024	80%	\$84,811.20	\$8.86
2022	68%	\$76,456.61	\$10.44
2020	90%	\$69,128.28	\$6.52
2018	79%	\$52,491.59	\$6.21
2016	89%	\$61,079.87	\$6.64
2014	57%	\$53,816.03	\$9.82

<b>Even Year Stats</b>	2014-2024
<b>Average Turnout</b>	<b>76.60%</b>
<b>Average Annual Cost</b>	<b>\$66,297.26</b>
<b>Average Cost Per Vote</b>	<b>\$8.35</b>

- The city bears the full cost of running elections in the odd years, which includes:
  - Personnel Services from regular employees, overtime employees and part-time employees (election judges)
  - Other services and charges, not limited to:
    - Office supplies and general supplies
    - Postage
    - Equipment programming, testing and maintenance
    - Publications of required notices, sample ballot, etc.
    - Logistics (U-Haul rental and related expenses)
    - Delivery to and from polling locations
    - Legal services
    - Ballot programming, testing and printing
    - Election judge training, scheduling, payroll and yearly payroll required reporting
    - Healthcare voting requirements
    - Absentee voting requirements
    - General liability insurance
    - Post election procedures and audits
- Three out of the five polling locations are City facilities. Using the Hopkins Activity Center and Hopkins Pavilion in 2025 will result in \$2,117 in facility rental loss. The Fire Station also serves as a polling location on Election Day activities which poses challenges to its operations, particularly regarding space, accessibility, and maintaining emergency response readiness. Hopkins Public Works is also impacted as the work with the City Clerk to coordinate the delivery before the election of equipment, supplies, signage, voting booths to each polling location and return of the same after the election. This effort also requires a U-Haul rental vehicle and scheduling with polling locations.
- Moving Hopkins election cycle to even-years, allows staff share resources and infrastructure with county, state and federal elections that are already taking place.
- Allows the City Clerk Division to focus their work on other process improvements, projects and strategic action goals of the city in odd years. In addition to the coordination of elections, the City Clerk Division is responsible for many other duties such as agenda management, city code of ordinances and legislative policies, data practices and document management, business permits and licensing including liquor licensing, special event permits, front desk positions that offer external customer services including inspections and information desk duties, accounts receivable, accounts payable assistance, garden plot program, board and commission recruitment, special assessments, staffing at City Council and Park Board meetings, human resources back-up and special projects, fleet vehicle registrations and renewals, general office management and providing administrative support to the Administration Department, Inspections, City Council and City Manager.

- Streamline election administration.
  - The prime benefit of moving our election to even years is the ability to share resources and infrastructure with county, state and federal elections. This includes using the same polling places, election judges, ballots, publications, programming, testing, outreach, absentee voting and health care voting hours, and equipment use. By combining these elections, we will reduce costs and logistical complexity.
  
- Align election dates with county, state and federal elections
  - Aligning Hopkins election with county, state, and federal elections creates a more predictable and regular election cycle. Voters and candidates alike can plan better, knowing that elections for all levels of government will be held together. This consistency can help improve participation and foster a more organized political environment.
  
  - State legislature has discussed in past sessions uniformed election dates and preemption of odd year elections.
  
  - The city may prefer to be in control of the change in moving to even years. There is no guarantee in what would happen to the current terms, or the timing should the legislature act on this issue.
  
  - The LMC has data for 855 self-reported cities on municipal elections
    - 17 MN cities have odd-year elections
    - 9 out of the 17 are home rule cities with odd year elections
 

○ Bloomington	○ Lino Lakes	○ Rushford
○ Duluth	○ Minneapolis	○ St. Louis Park
○ Hopkins	○ Minnetonka	○ White Bear Lake

The advantages of higher participation and resource-sharing with county, state and federal elections can make it a compelling option to save on costs, streamline operations and eliminate voter fatigue. Aligning local elections with even-year elections allows for a more efficient, cost-effective approach that benefits the taxpayers.

It is important to note that should this initiative move forward; the city will not meet the deadlines to forego an odd-year election in 2025. The next municipal election will be held on November 4, 2025. However, if the amendment is adopted, the Charter Commission, city staff and attorneys will work together to develop the plan for how the terms will be staggered once we are on the even-year cycle. It would be anticipated that after the 2025 election, the first even year election where municipal races could be on the ballot is either 2026 or 2028 depending upon further City Council action.

The Ordinance Amendment requires a 5-0 City Council vote to move forward for a second reading on February 4. If the Ordinance Amendment does not have a unanimous vote, it will be sent back to the Charter Commission. The Charter Commission will decide whether to place the proposed amendment on a future voting ballot.

## **SUPPORTING INFORMATION**

- Ordinance 2024-1219

**CITY OF HOPKINS  
HENNEPIN COUNTY, MINNESOTA**

**ORDINANCE NO. 2025-1219**

**AMENDMENT OF THE HOPKINS CHARTER BY ORDINANCE**

The City Council of the City of Hopkins, upon recommendation of and from the Hopkins City Charter Commission does hereby ordain and thus amend and adopt the following changes, deletions, and amendments of or from the following chapters and sections of the Hopkins City Charter:

SECTION 1. Section 4.01 – Municipal Elections is amended by adding the underlined language and deleting ~~stricken~~ material as follows:

Section 4.01. Municipal Elections. ~~The regular election for the choice of the elected officials of the city shall be held on the first Tuesday after the first Monday in November in odd numbered years beginning in 1995. The city manager shall give notice of all elections in the manner prescribed by state law for cities of the same classification as this city, but failure to give such notice shall not invalidate such election. The regular city election is held on the first Tuesday after the first Monday in November of even numbered years. The election is held at the place or places designated by resolution of the city council. Notice of the election is given in the manner provided by law. Failure to give notice of the election does not invalidate the election.~~ The regular city election is held on the first Tuesday after the first Monday in November of even numbered years. The election is held at the place or places designated by resolution of the city council. Notice of the election is given in the manner provided by law. Failure to give notice of the election does not invalidate the election. The council may, by resolution, order a special election on any question which it desires to submit to a vote of the voters, fix the time for holding the same, and provide all means for holding such special election. The procedure at such election shall conform as nearly as possible to that herein provided for other municipal elections.

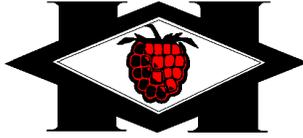
SECTION 2. The effective date of this ordinance shall be effective 90 days after publication.

First Reading:	January 21, 2025
Second Reading:	February 4, 2025
Date of Publication:	February 13, 2025
Date Ordinance Takes Effect:	May 14, 2025

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

ATTEST:

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



Administration

CITY OF HOPKINS

## City Council Report 2025-010

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

From: Amy Domeier, City Clerk

Date: January 21, 2025

Subject: Ordinance No. 2025-1220 Amendment of the Hopkins Charter by Ordinance

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### RECOMMENDED ACTION

**MOTION TO** Approve for First Reading Ordinance 2025-1220 Amendment of the Hopkins Charter by Ordinance.

### PREVIOUS ACTION

The Charter Commission voted 11-0 to move forward with this amendment at their May 29 and July 31 meetings. The City Council voted 4-1 to move forward with amendment at the October 1 public hearing. The motion failed since a 5-0 vote was required to hold the second reading. The Charter Commission voted unanimously again on November 20 to move forward with the amendment asking the Council to reconsider before moving the item to a future voting ballot.

### OVERVIEW

The Hopkins Charter Commission is proposing amending the City Charter to change the candidate filing language to align with the process and dates outlined in state statute.

The proposed amendment is based on the following:

- Current Minnesota law states that the candidate filing period for cities without a Primary Election opens 98 days before election and closes 84 days before election. The municipal clerk's office *must* be open for filing from 1-5 p.m. on the last day of the filing period.
  - The ordinance amendment change would align with state law by making the following amendment:

~~Section 4.02. Candidates. A candidate for a city office shall file an affidavit not more than 70 days and not less than 56 days before the municipal general election with the city clerk, or application on behalf of any qualified voter of the city whom they desire to be a candidate may be made as per state law. In either case, The filing fee shall be \$25.00. Such affidavit or application shall state that the candidate is a qualified voter of the city, and name the office for which he is a candidate. Any candidate may withdraw not later than 12:00 noon of~~

~~the day following the last day for filing by filing a notice of withdrawal with the city clerk. An eligible voter of the city may file for election in the manner prescribed by law.~~

- Minnesota laws governing elections apply uniformly across all cities, counties, and districts. If a city charter has different deadlines than the state statute, it could lead to confusion or even legal challenges. Having matching deadlines ensures that the city's election practices are legally compliant with state regulations, avoiding potential disputes or violations of state law.

The Ordinance Amendment requires a 5-0 City Council vote to move forward for a second reading on February 4. If the Ordinance Amendment does not have a unanimous vote, it will be sent back to the Charter Commission. The Charter Commission will decide whether to place the proposed amendment on a future voting ballot.

### **SUPPORTING INFORMATION**

- Ordinance 2025-1220

**CITY OF HOPKINS  
HENNEPIN COUNTY, MINNESOTA**

**ORDINANCE NO. 2025-1220**

**AMENDMENT OF THE HOPKINS CHARTER BY ORDINANCE**

The City Council of the City of Hopkins, upon recommendation of and from the Hopkins City Charter Commission does hereby ordain and thus amend and adopt the following changes, deletions, and amendments of or from the following chapters and sections of the Hopkins City Charter:

SECTION 1. Section 4.02 – Candidates is amended by adding the underlined language and deleting ~~stricken~~ material as follows:

~~Section 4.02. Candidates. A candidate for a city office shall file an affidavit not more than 70 days and not less than 56 days before the municipal general election with the city clerk, or application on behalf of any qualified voter of the city whom they desire to be a candidate may be made as per state law. In either case, The filing fee shall be \$25.00. Such affidavit or application shall state that the candidate is a qualified voter of the city, and name the office for which he is a candidate. Any candidate may withdraw not later than 12:00 noon of the day following the last day for filing by filing a notice of withdrawal with the city clerk. An eligible voter of the city may file for election in the manner prescribed by law.~~

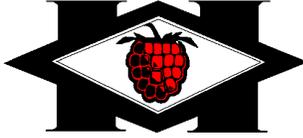
SECTION 2. The effective date of this ordinance shall be effective 90 days after publication.

First Reading:	January 21, 2025
Second Reading:	February 4, 2025
Date of Publication:	February 13, 2025
Date Ordinance Takes Effect:	May 14, 2025

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

ATTEST:

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



Administration

CITY OF HOPKINS

## City Council Report 2025-011

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

From: Amy Domeier, City Clerk

Date: January 21, 2025

Subject: Ordinance No. 2025-1221 Amendment of the Hopkins Charter by Ordinance

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### RECOMMENDED ACTION

**MOTION TO** Approve for First Reading Ordinance 2025-1221 Amendment of the Hopkins Charter by Ordinance.

### PREVIOUS ACTION

The Charter Commission voted 11-0 to move forward with this amendment at their May 29 and July 31 meetings. The City Council voted 4-1 to move forward with amendment at the October 1 public hearing. The motion failed since a 5-0 vote was required to hold the second reading. The Charter Commission voted unanimously again on November 20 to move forward with the amendment asking the Council to reconsider before moving the item to a future voting ballot.

### OVERVIEW

The Hopkins Charter Commission is proposing amending the City Charter to change the process for counting write-in votes during municipal elections.

The proposed amendment is based on the following:

- Counting only registered write-in candidates aligns with the write-in recording process with Federal, State and County offices.
- By adopting this change into the City Charter, a resident would need to request 7-days in advance to have their write-in votes tallied by local election officials. This change would provide a clear path for the write-in candidate process.
- The write-in option on a ballot is only for when a resident would like to vote for someone whose name is NOT listed. It is unnecessary to write in a candidate's name when they already appear on the ballot; marking the oval next to that candidate's name is the correct way to vote for them. Selecting a candidate AND writing their name in is considered an overvote and the vote would not be counted.

- Staff reviewed election results going back to 2007 and write-in votes have never been mathematically significant in the outcome of a race, making the counting process time-consuming and unnecessary.

The proposed amendment to the City Charter would require the following:

- If a write-in candidate for mayor or city council who wants their write-in votes to be counted in the general election, they would need to file a written request with the city clerk within the timeline established in Minnesota Statutes, section 204B.09, subdivision 3.
- All write-in votes cast for candidates who have not filed a written request to have these votes counted shall be treated collectively as votes for a single candidate.

When write-in votes tallying is necessary to determine the outcome:

- If no candidate wins outright or if the election results are close, the tally of write-in votes could impact the outcome. A write-in candidate could win if they receive enough votes to surpass other candidates in the same race.

The Ordinance Amendment requires a 5-0 City Council vote to move forward for a second reading on February 4. If the Ordinance Amendment does not have a unanimous vote, it will be sent back to the Charter Commission. The Charter Commission will decide whether to place the proposed amendment on a future voting ballot.

#### **SUPPORTING INFORMATION**

- Ordinance 2025-1221
- Sample Municipal Resolution for counting write-in votes
- Sample Written Request by Write-in Candidate for Local Offices

**CITY OF HOPKINS  
HENNEPIN COUNTY, MINNESOTA**

**ORDINANCE NO. 2024-1221**

**AMENDMENT OF THE HOPKINS CHARTER BY ORDINANCE**

The City Council of the City of Hopkins, upon recommendation of and from the Hopkins City Charter Commission does hereby ordain and thus amend and adopt the following changes, deletions, and amendments of or from the following chapters and sections of the Hopkins City Charter:

SECTION 1. Section 4.02 – Candidates is amended by adding the underlined language as follows:

Section 4.02. Candidates. A candidate for a city office shall file an affidavit not more than 70 days and not less than 56 days before the municipal general election with the city clerk, or application on behalf of any qualified voter of the city whom they desire to be a candidate may be made as per state law. In either case, the filing fee shall be \$25.00. Such affidavit or application shall state that the candidate is a qualified voter of the city and name the office for which he is a candidate. Any candidate may withdraw not later than 12:00 noon of the day following the last day for filing by filing a notice of withdrawal with the city clerk.

The City Council must adopt a resolution requiring a write-in candidate for mayor or city council who wants their write-in votes to be counted in the general election to file a written request with the city clerk within the timeline established in Minnesota Statutes, section 204B.09, subdivision 3. All write-in votes cast for candidates who have not filed a written request to have these votes counted shall be treated collectively as votes for a single candidate.

SECTION 2. The effective date of this ordinance shall be effective 90 days after publication.

First Reading:	January 21, 2025
Second Reading:	February 4, 2025
Date of Publication:	February 13, 2025
Date Ordinance Takes Effect:	May 14, 2025

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

ATTEST:

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

SAMPLE Municipal Resolution for counting write-in votes

**RESOLUTION FOR COUNTING WRITE-IN VOTES FOR  
LOCAL ELECTIVE OFFICE**

**WHEREAS**, Minnesota Statute 204B.09, subdivision 3 allows for the governing body of a statutory or home rule charter city to adopt a resolution governing the counting of write-in votes for local elective office.

**WHEREAS**, the current write-in vote counting process is overly time consuming and unnecessary. Counting only registered write-in candidates aligns the write-in recording process with Federal, State and County offices.

**THEREFORE, NOW BE IT RESOLVED** that the City of \_\_\_\_\_ hereby requires candidates for city office to file a written request with the chief election official no later than the seventh day before the city election if the candidate wants to have the candidate's write-in votes individually recorded.

# HENNEPIN COUNTY

## MINNESOTA

### Written Request by Write-in Candidate for Local Offices

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#### Instructions

Complete the following statement to request that write-in votes cast for your name be counted according to *Minnesota Statutes 204B.09, subd. 3*. This statement may be used to register as a write-in candidate for any elected municipal or school district office on the ballot in the election and jurisdiction specified below. The form must be issued by the jurisdiction administering the election, and the issuing local election official should complete the Election Information section. The candidate requesting write-in votes should complete the Candidate Information section and sign affirming they agree with the statement below. The form may be signed digitally or by hand.

#### Election Information

**Date of Election:**

**Jurisdiction Name:**

**Filing Period:**    
Beginning Date End Date

#### Candidate Information

**Candidate Name:**

**Residential Address:**

**Office sought:**

#### Candidate Statement

By completing this form and signing my name below, I formally request that all write-in votes cast for me with the name, for the office, and at the election listed above, be counted by the local election jurisdiction issuing this form in accordance with Minnesota Statutes 204B.09, subd. 3.

Signature

Date