

HOPKINS CITY COUNCIL
AGENDA
Tuesday, March 18, 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. Recognition of Public Works Director Autio; Mornson

IV. CONSENT AGENDA

1. Approval of Minutes of the March 4 Regular Meeting Proceedings; Domeier
2. Approval of Minutes of the March 4 Closed Meeting Proceedings; Domeier
3. Approval of Temporary Liquor License for American Legion 320 DBA John Wilbur Moore Post; Domeier
4. Extension of On-Sale Liquor License for LTD Brewing LLC DBA LTD Brewing Co.; Domeier
5. Resolutions Declaring Cost to be Assessed and Ordering Assessment Hearing – Central Avenues Street and Utility Improvements, City Project 2024-10; Klingbeil
6. Resolution for Approval of West Metro Multi-Community Wellhead Protection Plan (Part 1) and Agreement to Continue Participation in the Development and Implementation of the Remainder of the Plan (Part II); Klingbeil
7. Resolution Approving Amendment No. 1 to Agreement No. PW 04-01-16 for the reconstruction and jurisdictional transfer of CSAH 20, Blake Road; Klingbeil
8. Resolution Supporting Application to Hennepin County's Business District Initiative Grant Program; Needham
9. Second Reading: Ordinance Amending Chapter 102 of the Hopkins City Code relating to Nonconforming Structures; Krzos; Krzos
10. Second Reading: Ordinance Amending Chapter 32 of the Hopkins City Code relating to Parks and Recreation; Imihy

V. PUBLIC HEARINGS

VI. OLD BUSINESS

VII. NEW BUSINESS

1. Accept Petitions from Summit on 7 Homeowners and Set Public Hearing for the Creation of Housing Improvement Area; Needham
2. Approval of Public Trailway Perpetual Easement and Permanent Irrevocable Permit, and Temporary Construction Easement with Three Rivers Park District; Klingbeil
3. Approval of Temporary Permit to Construct for Governmental Agencies with Minnesota Department of Transportation; Klingbeil
4. Resolution transferring the property at 101 Oakwood Road to the Hopkins Housing Redevelopment Authority; Imihy

VIII. PUBLIC COMMENT

IX. ANNOUNCEMENTS

- Next City Council Regular Meetings: Tuesday, April 1 and 15 at 6:30 p.m.

X. ADJOURN



CITY OF HOPKINS

Administration

Memorandum

To: Honorable Mayor and Council Members
From: Mike Mornson, City Manager
Date: March 18, 2025
Subject: Recognition of Public Works Director Autio

PURPOSE

It is my honor to recognize our Public Works Director, Chuck Autio, for over 10 years of loyal and dedicated service to the City of Hopkins. Together we will thank Chuck for the part he played in maintaining our commitment to excellence to Inspire, Educate, Involve and Communicate.

**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
MARCH 4, 2025**

CALL TO ORDER

Pursuant to due call and notice thereof a special meeting of the Hopkins City Council was held on Tuesday, March 4, 2025, at 7:00 p.m. in the Council Chambers at City Hall, 1010 1st 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, Finance Director Bishop, Director of Planning and Development Elverum, Planner Krzos, Community Development Manager Needham, Deputy Fire Chief Wenshau and City Attorney Riggs.

ADOPT AGENDA

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

Motion to Adopt the Agenda.

Ayes: Garrido, Goodlund, Hanlon, Hunke, Kuznia

Nays: None. Motion carried.

PRESENTATIONS

III.1. Proclamation Celebrating March as Women's History Month; Imihy

Special Projects and Initiatives Manager Imihy summarized City Council Report 2025-028. The city wishes to celebrate Women's History Month to recognize and honor the innumerable achievements of women throughout history and the ways in which women have made Hopkins the wonderful community it is today.

Motion by Garrido. **Second** by Kuznia.

Motion to Adopt a Proclamation celebrating March as Women's History Month in Hopkins.

Ayes: Garrido, Goodlund, Hanlon, Hunke, Kuznia

Nays: None. Motion carried.

CONSENT AGENDA

Motion by Hunke. **Second** by Garrido.

Motion to Approve the Consent Agenda.

1. Approval of Minutes of the February 18 Regular Meeting Proceedings; Domeier
2. Approval of Preliminary Development Agreement between Hopkins Housing and Redevelopment Authority, the City of Hopkins and Footprint Development, LLC; Elverum
3. Resolution Supporting Hennepin County Transit Orientated Communities Grant Application by Footprint Development LLC; Needham
4. Resolution Increasing the Benefit Amount for the Hopkins Fire Department Relief Association; Specken

**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
MARCH 4, 2025**

5. Resolution to Transfer Funds to the Affordable Housing Trust Fund and Close the Local Affordable Housing Aid Fund; Bishop
6. Second Reading: Ordinance Amending Chapter 20 of the Hopkins City Code, Establishing an Affordable Housing Trust Fund; Needham
7. Amendment to the 2025-2029 Equipment Replacement Plan for Video Servers; Bishop
8. Enter into Cooperative Agreement between City of Hopkins and Nine Mile Creek Watershed District; Imihy
9. Ratify Checks Issued in February, 2025; Bishop

Ayes: Garrido, Goodlund, Hanlon, Hunke, Kuznia

Nays: None. Motion carried.

NEW BUSINESS

V11.1. First Reading: Ordinance Amending Chapter 102 of the Hopkins City Code relating to Nonconforming Structures; Krzos

City Planner Krzos summarized City Council Report 2025-031. Staff proposed an amendment to the Development Code regulations to allow minor expansions to single story buildings in the MX-D zone.

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

Motion to Adopt Resolution No 2025-012 approving a first reading of Ordinance 2025-1223 amending the Development Code for Expansions to Buildings with Nonconforming Height.

Ayes: Garrido, Goodlund, Hanlon, Hunke, Kuznia

Nays: None. Motion carried.

V11.2. First Reading: Ordinance Amending Chapter 32 of the Hopkins City Code relating to Parks and Recreation; Imihy

Special Projects and Initiatives Manager Imihy summarized City Council Report 2025-033. The Hopkins Park Board formed a working group to review the City Code relating to Parks and Recreation to update the text with any language that may be outdated or incongruent with City policies or State law.

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

Motion to Approve for First Reading Ordinance 2025-1224 Amending the Hopkins City Code relating to Parks and Recreation.

Ayes: Garrido, Goodlund, Hanlon, Hunke, Kuznia

Nays: None. Motion carried.

V11.3. First Reading: Ordinance Amending Chapter 32 of the Hopkins City Code relating to Parks and Recreation; Imihy

Community Development Manager Needham summarized City Council Report 2025-026. The city was awarded a \$50,000 Planning Grant from Hennepin County to complete an update to the Shady Oak Station Development Strategy. To accept the grant award, the

**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
MARCH 4, 2025**

city needs to approve a Letter of Agreement with Hennepin County and a Professional Services Agreement with the selected consultant, Van Meter Williams Pollack. Hopkins is the sole recipient of the grant but will continue to work with the City of Minnetonka on the parcels. A market plan is currently being conducted to determine future uses and options.

Motion by Hunke. **Second** by Garrido.

Motion to Adopt Resolution 2025-009 Approving Letter of Agreement with Hennepin County Housing and Redevelopment Authority for the Shady Oak Station Area Redevelopment Plan Update.

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

PUBLIC COMMENT

William Anderson, 102 Wayside Road, provided comment on adding an arena at the Shady Oak Station property.

ANNOUNCEMENTS

Mayor Hanlon shared legislative updates and City Council meeting schedule.

ADJOURNMENT

There being no further business to come before the City Council, and upon motion by Hunke, second by Goodlund, the meeting was unanimously adjourned at 7:29 p.m.

Respectfully Submitted,



Amy Domeier, City Clerk

**HOPKINS CITY COUNCIL
CLOSED MEETING PROCEEDINGS
MARCH 4, 2025**

CALL TO ORDER

Pursuant to due call and notice thereof a closed session of the Hopkins City Council was held on Tuesday, March 4, 2025, at 7:39 p.m. in the Raspberry Room at City Hall, 1010 1st Street South.

Mayor Hanlon called the meeting to order with Council Members Garrido, Goodlund, Hunke and Kuznia attending. Others attending included City Manager Mornson, City Clerk Domeier, Special Projects and Initiatives Manager Imihy, Finance Director Bishop and City Attorney Riggs.

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

Motion to go into closed session pursuant to Minnesota Statutes Sections 13D.05, subdivision 3(c) and 13.44, subdivision 3, to conduct a closed meeting concerning real property located at the address of 101 Oakwood Road (PID No. 19-117-21-44-0039) in the City of Hopkins, to consider strategies and to develop or consider offers or counteroffers for the sale of the property and to review confidential appraisal information for such property.

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

Motion by Hunke. **Second** by Garrido.

Motion to go out of closed session.

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

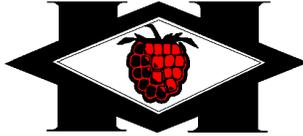
ADJOURNMENT

There being no further business to come before the City Council, and upon a motion by Hanlon, second by Garrido, the meeting was unanimously adjourned at 8:22 p.m.

Respectfully Submitted,



Amy Domeier, City Clerk



Administration

CITY OF HOPKINS

City Council Report 2025-036

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

From: Amy Domeier, City Clerk

Date: March 18, 2025

Subject: Approval of Temporary Liquor License for American Legion 320 DBA John Wilbur Moore Post

RECOMMENDED ACTION

MOTION TO Approve the Issuance of a Temporary On-Sale Liquor License to American Legion 320 DBA John Wilbur Moore Post (Legion) for Raspberry Festival events scheduled for July 19 and 20, 2025.

OVERVIEW

The Legion has applied for a temporary on-sale liquor license for their Raspberry Festival events. The liquor service will be 9 a.m. to 1 a.m. on their patio and parking lot. Temporary on-sale liquor licenses must be approved by the State of Minnesota, Alcohol & Gambling Enforcement Division.

The applicant meets the requirements set for by State Statute to obtain a temporary liquor license. Staff has reviewed the request to ensure that all requirements and issues concerning liquor compliance and public safety have been met.

SUPPORTING INFORMATION

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



CITY OF HOPKINS

Administration

City Council Report 2025-037

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

From: Amy Domeier, City Clerk

Date: March 18, 2025

Subject: Extension of On-Sale Liquor License for LTD Brewing LLC DBA LTD
Brewing Co.

RECOMMENDED ACTION

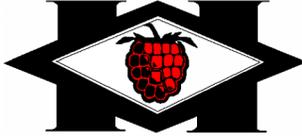
MOTION TO Approve the Extension of On-Sale Liquor License to LTD Brewing LLC DBA LTD Brewing Co. (LTD) for their Anniversary Event scheduled for June 7, 2025.

OVERVIEW

LTD submitted a request to extend their on-sale liquor license for their anniversary event. The event and liquor sales will be located within their parking lot and extended into 8th Avenue and Lot 600. The liquor service will be 2 p.m. to 10 p.m. Staff have reviewed the request to ensure that all requirements and issues concerning liquor compliance and public safety have been met.

SUPPORTING INFORMATION

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



Engineering Department

CITY OF HOPKINS

City Council Report 2025-039

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

From: Eric Klingbeil, City Engineer

Date: March 18, 2025

Subject: Declare Cost to be Assessed and Order Assessment Hearing; Central Avenues Street and Utility Improvements – City Project 2024-10

RECOMMENDED ACTION

MOTION TO Adopt Resolution 2025-015, Resolution Declaring Cost to be Assessed and Ordering Preparation of Proposed Assessment, Central Avenues Street and Utility Improvements, City Project 2024-10; and Adopt Resolution 2025-016, Resolution for Hearing on Proposed Assessments, Central Avenues Street and Utility Improvements, City Project 2024-10.

OVERVIEW

The bid opening for the Central Avenues Street and Utility Improvements was March 7, 2025. The low bid was submitted by RL Larson Excavating, Inc. The bid was \$11,479,980.92. A total of seven (7) bids were received. Assessment calculations will be prepared based on the lowest responsible bid.

SUPPORTING INFORMATION

- Resolutions 2025-015, 2025-016

ANALYSIS OF ISSUES

Project Costs and Assessments

Based on the low bid the total estimated project cost is \$14,931,490, which includes the low bid, and soft costs. A summary of assessment impacts from previous assessment rolls to the current assessment is as follows:

- All properties will see a decrease from the proposed assessment amounts due to unit prices for private utility replacement in the bid versus the engineers estimate. Most assessments were reduced by approximately \$940.

The interest rate will be 2 percentage points above the Total Interest Cost of the bonds sold for the project. Staff recommends adopting a 15-year term for the assessments as discussed in previous meetings and used on previous projects.

Public Input

Staff will be holding a public information meeting in advance of the public hearing to provide additional information relating to the assessment process and answer questions. The date for this meeting is April 9, 2025. Notice of this meeting will be mailed with the public hearing notice.

Project Schedule

Order Assessment Hearing	March 18, 2025
Public Informational Neighborhood Meeting	April 9, 2025
Conduct Public Assessment Hearing	April 15, 2025
Adopt Assessment Roll/Award Contract	April 15, 2025
Begin Construction	Spring 2025
Complete Construction	Fall 2026

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2025-017

**RESOLUTION DECLARING COST TO BE ASSESSED, AND ORDERING
PREPARATION OF PROPOSED ASSESSMENT
CENTRAL AVENUES STREET AND UTILITY IMPROVEMENTS
CITY PROJECT 2024-10**

WHEREAS, costs have been determined for the improvements along 9th Avenue N from 1st Street N to 3rd Street N, 10th Avenue N from 1st Street N to 4th Street N, 11th Avenue N from 1st Street N to Minnetonka Mills Road, 12th Avenue N from 1st Street N to Minnetonka Mills Road, 13th Avenue N from the regional trail N to Minnetonka Mills Road, 2nd Street N from 8th Avenue N to 12th Avenue N, 3rd Street N from 9th Avenue N to 15th Avenue N, and 4th Street N from 9th Avenue N to 10th Avenue N and 11th Avenue N to 12th Avenue N; including pavement, curbing, sidewalk, signage, drainage, water and sanitary sewer improvements and all necessary appurtenances, and the bid price for such improvement is \$11,479,980.92, and the expenses incurred or to be incurred in the making of such improvement including soft costs amount to \$3,451,509.08 so the total cost of the improvement will be \$14,931,490.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Hopkins

1. The portion of the cost of such improvement to paid by the City is hereby declared to be \$12,975,394, the portion of the cost to be assessed again benefitted property owners is declared to be \$1,954,096.
2. Assessments shall be payable in equal annual installments extending over a period of 15 years, the first of the installments to be payable on or after the first Monday in January, 2026, and shall bear interest at the rate 2 percentage points above the true interest cost of the bonds sold for the project.
3. The city clerk, with the assistance of the city engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement again every assessable lot, piece, or parcel of land within the district affected, without regard to cash valuation, as provided by law, and she shall file a copy of such proposed assessment in her office for public inspection.
4. The clerk shall upon the completion of such proposed assessment, notify the council thereof.

Adopted by the City Council of the City of Hopkins this 18th day of March, 2025

By: _____
Patrick Hanlon, Mayor

ATTEST:

Amy Domeier, City Clerk

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2025-016

**RESOLUTION FOR HEARING ON PROPOSED ASSESSMENT CENTRAL AVENUES
STREET AND UTILITY IMPROVEMENTS**

CITY PROJECT 2024-10

WHEREAS, by a resolution passed by the Hopkins City Council on March 18, 2025 the city clerk was directed to prepare a proposed assessment of the cost of improvements along 9th Avenue N from 1st Street N to 3rd Street N, 10th Avenue N from 1st Street N to 4th Street N, 11th Avenue N from 1st Street N to Minnetonka Mills Road, 12th Avenue N from 1st Street N to Minnetonka Mills Road, 13th Avenue N from the regional trail N to Minnetonka Mills Road, 2nd Street N from 8th Avenue N to 12th Avenue N, 3rd Street N from 9th Avenue N to 15th Avenue N, and 4th Street N from 9th Avenue N to 10th Avenue N and 11th Avenue N to 12th Avenue N; including pavement, curbing, sidewalk, signage, drainage, water and sanitary sewer improvements and all necessary appurtenances, and the clerk has been directed to complete the proposed assessment and put it on file in her office for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Hopkins, Minnesota, that:

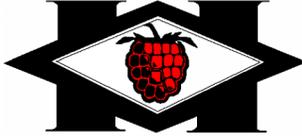
1. A hearing shall be held on the 15th day of April, 2025 in City Council Chambers in City Hall at 6:30 p.m. to pass upon such proposed assessment and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The city clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and shall state in the notice the total cost of the improvement. The city clerk shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearings.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the assessment clerk, except that no interest shall be charged if the entire assessment is paid on or before July 31, 2025. Any such owner may at any time thereafter, pay to the assessment clerk the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such

payment must be made before November 15, 2025 or interest will be charged through December 31 of the succeeding year.

Adopted by the council this 18th day of March, 2025.

Patrick Hanlon, Mayor

Amy Domeier, City Clerk



CITY OF HOPKINS

Engineering Department

City Council Report 2025-040

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

From: Eric Klingbeil, City Engineer

Date: March 18, 2025

Subject: Approval of West Metro Multi-Community Wellhead Protection Plan

RECOMMENDED ACTION

MOTION TO Approve Resolution 2025-017, Resolution for Approval of West Metro Multi-Community Wellhead Protection Plan (Part 1) and Agreement to Continue Participation in the Development and Implementation of the Remainder of the Plan (Part II) and authorize staff to sign the attached Letter of Support.

OVERVIEW

The state of Minnesota's Wellhead Protection Program, administered by the Minnesota Department of Health (MDH), requires all public water suppliers to develop local wellhead protection programs to protect groundwater sources of drinking water. The city of Hopkins currently has a Wellhead Protection Plan approved by MDH in place, but these plans need to be updated at least every 10 years, sometimes sooner with major changes to the water supply system per the Wellhead Protection Rule (Minnesota Rules parts 4720.5100 to 4720.5590).

The City is currently updating their Wellhead Protection Plan, but this time in conjunction with seven other communities in the West Metro that utilize the same water supply aquifer. Participating communities include Hopkins, Bloomington, Chanhassen, Eden Prairie, Edina, Minnetonka, Richfield, and Saint Louis Park. This is part of a pilot project with MDH and the Metropolitan Council to evaluate alternative drinking water planning approaches to the current "city-by-city" approach. The pilot project offers the opportunity to explore multiple benefits that a multi-community Wellhead Protection Plan may provide. The West Metro was selected for this pilot project due to the interest of local public water suppliers and the presence of many overlapping drinking water supply management areas (DWSMAs) that extend into multiple jurisdictions.

The vision for this pilot project is to develop a coordinated and collaborative approach to protect and safeguard sub-regional drinking water sources that reduces barriers and improves local drinking water protection implementation in overlapping DWSMAs or where DWSMAs extend into a neighboring city.

Part I of the Wellhead Protection Plan includes the delineation of a wellhead protection area and DWSMA, along with vulnerability assessments for the water supply wells and

water supply aquifer. This Part I plan has been approved by MDH, as it has been determined to be in compliance with the Wellhead Protection Rule. The Part I plan was completed at no cost to the City by Barr Engineering under contract with the Metropolitan Council, who received a Clean Water Fund appropriation specifically for this work.

The Wellhead Protection Plan will now continue into Part II of the plan, which includes determining goals, objectives, and management strategies for potential sources of contamination with the DWSMA. This Part II plan will also be a multi-community plan with the same communities that participated in the Part I, with specific management strategies for the City to complete within their jurisdiction.

The Part II plan will be written by MDH and Minnesota Rural Water Association staff, with assistance from the Metropolitan Council, so there will be no funding needed from Hopkins to complete this plan.

Due to the pilot nature of this project, there is not a hard deadline for the Part II to be completed, but it is estimated to be approved by MDH in Winter-Spring 2026.

In order to ensure all governing bodies are on the same page, MDH is asking each participating community to approve the Part I plan and agree to continue the Wellhead Protection Plan process by completing and implementing a multi-community Part II plan.

SUPPORTING INFORMATION

- Resolution 2025-017
- Hopkins Letter of Support
- Multi-Community Wellhead Protection Pilot Project Vision Document
- West Metro Multi-Community Wellhead Protection Plan Part I Summary

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2025-017

**RESOLUTION FOR APPROVAL OF WEST METRO MULTI-COMMUNITY
WELLHEAD PROTECTION PLAN (PART I) AND AGREEMENT TO CONTINUE
PARTICIPATION IN THE DEVELOPMENT AND IMPLEMENTATION OF THE
REMAINDER OF THE PLAN (PART II)**

WHEREAS, the city of Hopkins recognizes the importance of its groundwater supply as a natural resource used for drinking water; and

WHEREAS, the city of Hopkins also recognizes the importance of protecting groundwater and drinking water on a sub-regional scale, especially in areas like the west Twin Cities metropolitan area where many communities utilize the same water supply aquifer and have drinking water supply management areas previously approved by the Minnesota Department of Health that overlap one another; and

WHEREAS, it is within the responsibility of the city of Hopkins as a public water supplier, to consider the health, safety, and welfare of its customers; and

WHEREAS, the city has been presented the locations of the wellhead protection areas and drinking water supply management area, as well as the vulnerability assessments for the city's wells, neighboring cities' wells, and the sub-regional water supply aquifer. This information encompasses Part I of the West Metro Multi-Community Wellhead Protection Plan,

NOW THEREFORE BE IT RESOLVED, by City Council of the City of Hopkins

1. The city of Hopkins does hereby agree to take action to protect their wells and the area within their jurisdiction of the drinking water supply management area that has been approved by the Minnesota Department of Health.
2. The city of Hopkins does hereby approve the wellhead protection area, drinking water supply management area, and vulnerability assessments for the city's wells and water supply aquifer.
3. The city of Hopkins does hereby agree to continue the wellhead protection planning process by completing and implementing a multi-community Part II plan with the other communities that participated in the Part I plan.

Adopted by the City Council of the City of Hopkins this 18th day of March, 2025.

By: _____
Patrick Hanlon, Mayor

ATTEST:

Amy Domeier, City Clerk



City of Hopkins

1010 First Street South • Hopkins, MN 55343-3435 • Phone: 952-548-6331 • Fax: 952-935-1834

Web address: www.hopkinsmn.com

March 18, 2025

Ms. Trudi Witkowski
Minnesota Department of Health
Source Water Protection Unit
P.O. Box 64975
St. Paul, Minnesota 55164-0975

Dear Ms. Witkowski:

Re: Hopkins Approval of West Metro Multi-Community Wellhead Protection Plan, Part I

The city of Hopkins (the City) understands that Barr Engineering has successfully completed the West Metro Multi-Community Wellhead Protection Plan, Part I, which includes the:

- 1) wellhead protection area and drinking water supply management area delineations, and
- 2) vulnerability assessments of the wells and aquifer within the drinking water supply management area.

The City also understands that the Minnesota Department of Health (MDH) has reviewed and approved this Part I plan, finding that it meets the criteria in the Minnesota Wellhead Protection Rule (Minnesota Rules parts 4720.5100 to 4720.5590) where applicable for the multi-community nature of the plan.

MDH has asked each participating community to approve the delineated multi-community drinking water supply management area and Part I plan, as well as agree to continue participation in the development and implementation of the Part II plan.

On March 18, 2025 the City passed the enclosed resolution that:

- 1) approves the wellhead protection areas and drinking water supply management area delineations,
- 2) approves the vulnerability assessments of the wells and aquifer within the drinking water supply management area, and
- 3) agrees to continue participation in the development and implementation of the multi-community Part II plan.



City of Hopkins

1010 First Street South • Hopkins, MN 55343-3435 • Phone: 952-548-6331 • Fax: 952-935-1834

Web address: www.hopkinsmn.com

The City looks forward to continuing to work on this project to develop a shared wellhead protection plan with neighboring communities in the west metro.

Sincerely,

Eric Klingbeil, PE
City Engineer
City of Hopkins

Enclosure: Resolution 2025-017

cc: Sean Moilenen, Wellhead Protection Manager, Hopkins
Abby Shea, Planner, Minnesota Department of Health
Robyn Hoerr, Source Water Protection Specialist, Minnesota Rural Water Association
Jen Kader, Senior Planner, Metropolitan Council



Multi-Community Wellhead Protection (WHP) Pilot Project



Safe and reliable drinking water is a public health priority for Minnesota Department of Health (MDH). Protection of drinking water resources under the State Wellhead Protection (WHP) Program is implemented on a city-by-city basis. As a result, each city has different implementation actions of their plan and a focus to protect their own drinking water source. The West Metro has many areas where one city's drinking water supply management area (DWSMA) area extends beyond that city's border; meaning a city may be dependent on the protection actions taken by their neighbor to protect their drinking water supply source.

MDH, Metropolitan Council, and Public Water Systems (PWS) are evaluating alternative drinking water planning approaches to the current "city-by-city" approach with a pilot project. This pilot project offers the opportunity to explore multiple benefits that a multi-community WHP plan may provide. MDH will use the approaches and lessons learned from this pilot to evaluate new plan development and implementation options to consider during WHP Rule revisions.

Vision

Develop a coordinated and collaborative approach to protect and safeguard regional drinking water sources that reduces barriers and improves local drinking water protection implementation in overlapping DWSMAs or where DWSMAs extend into a neighboring city.

Stakeholder Benefits for collaborative wellhead protection

Benefits to Communities:

- Collaboration by cities to protect shared, regional aquifers.
- Use of updated regional groundwater model, at no cost to systems.
- Reduced time required for individual city WHP planning and implementation.
- Improved consistency in WHP implementation priorities based on same regional scale groundwater model, vulnerability assessment, and delineation work.
- Coordinated and prioritized implementation activities on a sub-regional scale yielding more consistent and protective outcomes.
- Improved local and State coordination and communication in managing drinking water resources.

- Increased amount of grant dollars available by collaboration on projects.
- Coordinated regional drinking water protection and understanding of how to protect drinking water across multiple cities.

Benefits to Minnesota Department of Health:

- Reduced time for WHP review and reduced number of plans needing review.
- WHP implementation priorities based on same regional scale groundwater model, vulnerability assessment, and delineation work.
- Improved local and State coordination and communication in managing drinking water resources.

Benefits to Metropolitan Council:

- Furthers mission to help improve drinking water resources across the metropolitan area.
- Supports the work direction of the guiding committees, the Metropolitan Area Water Supply Advisory Committee (MAWSAC) and its Technical Advisory Committee (TAC).

The proposed process will begin as:

1. MDH and Metropolitan Council, with the assistance of a consultant, update the regional groundwater model using the latest available datasets. Communities are asked to be aware and engaged during this phase of the project and share information for modeling, upon request.
2. Updated model and delineations available for communities to use for future WHP planning and implementation activities. Until regional delineation is completed, group members implement their individual plans collaboratively.
3. Participating communities use updated model and delineation for WHP planning for their community.
4. Communities in Pilot Group continue to work together to collaboratively manage WHP areas and protect source water. During delineation phase, group members explore options for governing ongoing plan development work and implementation for the regional DWSMA.
5. MDH and Metropolitan Council agree to provide funds to hire a facilitator to assist communities.

This approach is likely to occur in some key phases:



Funding and technical assistance will be provided by both MDH and Metropolitan Council to support establishing the Pilot Group including:

- Facilitation of all meetings with external facilitation support.
- Hiring a consultant to work with communities to develop goals, implementation strategies, and activities to protect drinking water in the DWSMA.
- Technical assistance from MDH and Metropolitan Council hydrologists and planners.
- MDH extensions on existing WHP plan for participating communities.

Participating communities will benefit from shared commitments and are asked to:

- Be committed and stay engaged in the process.
- Encourage community planners, city leaders, and neighbors to participate.
- Explain project to others.
- Attend meetings regularly.
- Share project updates as requested.
- Maintain open communication with MDH and Metropolitan Council.
- Continue to implement existing Wellhead Protection Plan while regional plan is being developed.
- Commitment to completing a regional WHP plan that can be supported and implemented by the communities.
- Formulate a form of governing body or operating principles as a group.
- Assist each other with funding/lobbying requests as needed.
- Meet regularly and follow a group-established workplan to push for continuous improvement and source water protection.

For more information, contact Abby Shea (abby.shea@state.mn.us) or Jen Kader (jen.kader@metc.state.mn.us).

West Metro Multi-Community Wellhead Protection Plan, Part 1

EXECUTIVE SUMMARY

The communities of Bloomington, Chanhassen, Eden Prairie, Edina, Hopkins, Minnetonka, Richfield, and Saint Louis Park partnered with the Minnesota Department of Health and the Metropolitan Council to pilot a multi-community approach to wellhead protection planning. The pilot project analyzed time of travel to 88 existing community supply wells and one planned supply well (Table 1).

The wellhead protection area (WHPA) represents the area around the wells that contributes water to the community supply wells within a 10-year time period. The drinking water supply management area (DWSMA) fully envelops the WHPA and is defined by features on the surface such as roads, property lines, public land survey system (PLSS) area boundaries, etc.

A new sub-regional groundwater flow model was developed from the existing Metro Model 3 regional groundwater model for the purposes of delineating the WHPA and DWSMA. This new model incorporated the most up-to-date geology and pumping information and was built using MODFLOW6, the most recent version of MODFLOW supported by the United States Geological Survey.

The DWSMA area was determined through a combination of the sub-regional groundwater model, fracture flow calculations, and overland flow. Then the vulnerability was determined using a combination of the 40-acre PLSS quarter-quarter sections, water chemistry data, soils data, and geology. Much of the DWSMA is of low or moderate vulnerability with a few areas of high vulnerability (Figure 1). DWSMA vulnerability represents the sensitivity of the aquifer to impacts from land use and water management within the area.

Table 1. Municipal Water Supply Well Details

City	Unique Number	Local Well Name	Use/ Status1	Casing Depth (feet)	Well Depth (feet)	Date Constructed/ Reconstructed	Well Vulnerability*	Aquifer
St. Louis Park	200542	St. Louis Park #4	A/Primary	410	503	1946	Vulnerable	Jordan Sandstone
St. Louis Park	203678	St. Louis Park #8	A/Primary	314	507	1955	Not Vulnerable	Prairie du Chien - Jordan Sandstone
St. Louis Park	206442	St. Louis Park #10	A/Primary	316	500	1955	Vulnerable	Prairie du Chien - Jordan Sandstone
St. Louis Park	206439	St. Louis Park #11	A/Primary	880	1093	1960	Not Vulnerable	Mt. Simon Sandstone
St. Louis Park	206456	St. Louis Park #12	A/Primary	900	1095	1965	Not Vulnerable	Mt. Simon Sandstone
St. Louis Park	206424	St. Louis Park #13	A/Primary	891	1045	1964	Not Vulnerable	Mt. Simon Sandstone
St. Louis Park	227965	St. Louis Park #14	A/Primary	389	485	1965	Vulnerable	Jordan Sandstone
St. Louis Park	215447	St. Louis Park #15	A/Primary	402	503	1969	Vulnerable	Jordan Sandstone – St. Lawrence
St. Louis Park	203187	St. Louis Park #16	A/Primary	425	500	1973	Vulnerable	Jordan Sandstone
Minnetonka	204140	Minnetonka #10	A/Primary	305	505	1969	Vulnerable	Prairie du Chien - Jordan Sandstone
Minnetonka	150356	Minnetonka #10a	A/Primary	302	486	1981	Vulnerable	Prairie du Chien - Jordan Sandstone
Minnetonka	208014	Minnetonka #11	A/Primary	282	498	1970	Vulnerable	Prairie du Chien - Jordan Sandstone
Minnetonka	439797	Minnetonka #11a	A/Primary	291	492	1988	Vulnerable	Prairie du Chien - Jordan Sandstone
Minnetonka	203717	Minnetonka #12	A/Primary	332	535	1971	Not Vulnerable	Prairie du Chien - Jordan Sandstone
Minnetonka	191939	Minnetonka #12a	A/Primary	340	506	1985	Not Vulnerable	Prairie du Chien - Jordan Sandstone
Minnetonka	205165	Minnetonka #13	A/Primary	292	475	1972	Vulnerable	Prairie du Chien - Jordan Sandstone
Minnetonka	132263	Minnetonka #13a	A/Primary	274	464	1978	Vulnerable	Prairie du Chien - Jordan Sandstone
Minnetonka	204537	Minnetonka #14	A/Primary	367	555	1972	Vulnerable	Prairie du Chien - Jordan Sandstone
Minnetonka	160021	Minnetonka #14a	A/Primary	395	575	1978	Vulnerable	Prairie du Chien - Jordan Sandstone
Minnetonka	208016	Minnetonka #15	A/Primary	235	450	1974	Vulnerable	Prairie du Chien - Jordan Sandstone
Minnetonka	150351	Minnetonka #15a	A/Primary	238	444	1978	Vulnerable	Prairie du Chien - Jordan Sandstone

WEST METRO MULTI-COMMUNITY WELLHEAD PROTECTION PLAN PART 1 SUMMARY

City	Unique Number	Local Well Name	Use/ Status1	Casing Depth (feet)	Well Depth (feet)	Date Constructed/ Reconstructed	Well Vulnerability*	Aquifer
Minnetonka	661401	Minnetonka #16a	A/Primary	322	530	2001	Vulnerable	Prairie du Chien - Jordan Sandstone
Minnetonka	661402	Minnetonka #16b	A/Primary	303	519	2002	Vulnerable	Prairie du Chien - Jordan Sandstone
Minnetonka	204470	Minnetonka #3	A/Primary	393	465	1963	Vulnerable	Jordan Sandstone
Minnetonka	171021	Minnetonka #3a	A/Primary	254	468	1981	Not Vulnerable	Prairie du Chien - Jordan Sandstone
Minnetonka	204054	Minnetonka #6	A/Primary	394	488	1967	Not Vulnerable	Jordan Sandstone
Minnetonka	208012	Minnetonka #6a	A/Primary	397	486	1967	Not Vulnerable	Jordan Sandstone
Chanhassen	737048	Chanhassen #10	A/Primary	375	482	2006	Not Vulnerable	Prairie du Chien - Jordan Sandstone
Chanhassen	760936	Chanhassen #12	A/Primary	270	441	2008	Not Vulnerable	Prairie du Chien - Jordan Sandstone
Chanhassen	760937	Chanhassen #13	A/Primary	290	460	2008	Not Vulnerable	Prairie du Chien - Jordan Sandstone
Chanhassen	775541	Chanhassen #14	A/Primary	280	472	2010	Not Vulnerable	Prairie du Chien - Jordan Sandstone
Chanhassen	810696	Chanhassen #15	A/Primary	428	530	2015	Not Vulnerable	Jordan Sandstone-
Chanhassen	220976	Chanhassen #2	A/Primary	246	471	1969	Not Vulnerable	Prairie du Chien - Jordan Sandstone
Chanhassen	200195	Chanhassen #3	A/Primary	317	500	1973	Not Vulnerable	Prairie du Chien - Jordan Sandstone
Chanhassen	180913	Chanhassen #4	A/Primary	289	478	1981	Not Vulnerable	Prairie du Chien – Tunnel City Group
Chanhassen	541545	Chanhassen #7	A/Primary	330	490	1996	Not Vulnerable	Prairie du Chien - Jordan Sandstone
Chanhassen	578953	Chanhassen #8	A/Primary	378	489	1999	Not Vulnerable	Prairie du Chien - Jordan Sandstone
Chanhassen	709304	Chanhassen #9	A/Seasonal	373	482	2004	Not Vulnerable	Prairie du Chien - Jordan Sandstone
Bloomington	222910	Bloomington #1	A/Primary	345	440	1973	Vulnerable	Jordan Sandstone
Bloomington	222911	Bloomington #2	A/Primary	315	392	1973	Vulnerable	Prairie du Chien - Jordan Sandstone
Bloomington	222912	Bloomington #3	A/Primary	450	950	1974	Vulnerable	Tunnel City Group - Mt. Simon Sandstone
Bloomington	133389	Bloomington #4	A/Primary	282	376	1978	Vulnerable	Prairie du Chien - Jordan Sandstone
Bloomington	603079	Bloomington #5	A/Primary	307	405	2001	Vulnerable	Jordan Sandstone
Bloomington	603080	Bloomington #6	A/Primary	298	399	2001	Vulnerable	Jordan Sandstone
Richfield	206353	Richfield #1	A/Primary	343	437	1961	Vulnerable	Jordan Sandstone

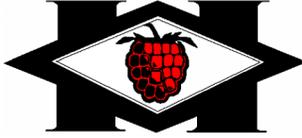
WEST METRO MULTI-COMMUNITY WELLHEAD PROTECTION PLAN PART 1 SUMMARY

City	Unique Number	Local Well Name	Use/ Status1	Casing Depth (feet)	Well Depth (feet)	Date Constructed/ Reconstructed	Well Vulnerability*	Aquifer
Richfield	206354	Richfield #2	A/Primary	343	435	1961	Vulnerable	Jordan Sandstone
Richfield	206361	Richfield #3	A/Primary	226	425	1962	Vulnerable	Prairie du Chien - Jordan Sandstone
Richfield	206276	Richfield #4	A/Primary	208	405	1962	Vulnerable	Prairie du Chien - Jordan Sandstone
Richfield	206280	Richfield #5	A/Primary	226	408	1963	Vulnerable	Prairie du Chien - Jordan Sandstone
Richfield	206279	Richfield #6	A/Primary	225	422	1963	Vulnerable	Prairie du Chien - Jordan Sandstone
Richfield	133362	Richfield #7	A/Primary	631	1066	1977	Not Vulnerable	Wonewoc - Mt. Simon
Edina	208399	Edina #2	A/Primary	266	448	2007	Vulnerable	Prairie du Chien - Jordan Sandstone
Edina	240630	Edina #3	A/Seasonal	265	496	1949	Vulnerable	Prairie du Chien - Jordan Sandstone
Edina	200561	Edina #4	A/Primary	266	500	1950	Vulnerable	Prairie du Chien - Jordan Sandstone
Edina	206377	Edina #5	A/Seasonal	257	443	2002	Not Vulnerable	Prairie du Chien - Jordan Sandstone
Edina	200564	Edina #6	A/Primary	316	503	1954	Vulnerable	Prairie du Chien - Jordan Sandstone
Edina	206474	Edina #7	A/Primary	350	547	1955	Vulnerable	Prairie du Chien - Jordan Sandstone
Edina	204884	Edina #8	A/Seasonal	232	472	1953	Vulnerable	Prairie du Chien - Jordan Sandstone
Edina	206588	Edina #9	A/Seasonal	1010	1130	1957	Not Vulnerable	Mt. Simon Sandstone
Edina	206184	Edina #10	A/Primary	881	1001	1963	Not Vulnerable	Mt. Simon Sandstone
Edina	206183	Edina #11	A/Primary	321	403	1963	Vulnerable	Jordan Sandstone
Edina	203614	Edina #12	A/Primary	955	1080	1964	Vulnerable	Mt. Simon Sandstone
Edina	203613	Edina #13	A/Primary	429	495	1964	Vulnerable	Jordan Sandstone
Edina	207674	Edina #15	A/Primary	275	475	2002	Vulnerable	Prairie du Chien - Jordan Sandstone
Edina	203101	Edina #16	A/Seasonal	265	381	1967	Vulnerable	Prairie du Chien - Jordan Sandstone
Edina	200914	Edina #17	A/Seasonal	373	461	1970	Vulnerable	Jordan Sandstone
Edina	200918	Edina #18	A/Seasonal	365	446	1973	Vulnerable	Jordan Sandstone
Edina	505626	Edina #19	A/Seasonal	440	521	1989	Vulnerable	Jordan Sandstone
Edina	686286	Edina #20	A/Seasonal	265	467	2008	Vulnerable	Prairie du Chien - Jordan Sandstone

WEST METRO MULTI-COMMUNITY WELLHEAD PROTECTION PLAN PART 1 SUMMARY

City	Unique Number	Local Well Name	Use/ Status1	Casing Depth (feet)	Well Depth (feet)	Date Constructed/ Reconstructed	Well Vulnerability*	Aquifer
Hopkins	204068	Hopkins #4	A/Primary	410	548	1954	Vulnerable	Prairie du Chien - Jordan Sandstone
Hopkins	204570	Hopkins #5	A/Primary	382	495	1967	Vulnerable	Prairie du Chien - Jordan Sandstone
Hopkins	112228	Hopkins #6	A/Primary	354	545	1977	Vulnerable	Prairie du Chien - Jordan Sandstone
Eden Prairie	205905	Eden Prairie #2	A/Primary	210	394	1971	Vulnerable	Prairie du Chien - Jordan Sandstone
Eden Prairie	112242	Eden Prairie #3	A/Primary	207	392	1978	Vulnerable	Prairie du Chien - Jordan Sandstone
Eden Prairie	147454	Eden Prairie #4	A/Primary	207	381	1982	Vulnerable	Prairie du Chien - Jordan Sandstone
Eden Prairie	147453	Eden Prairie #5	A/Primary	219	393	1981	Vulnerable	Prairie du Chien - Jordan Sandstone
Eden Prairie	147452	Eden Prairie #6	A/Primary	230	388	1981	Vulnerable	Prairie du Chien - Jordan Sandstone
Eden Prairie	424924	Eden Prairie #7	A/Primary	306	383	1987	Vulnerable	Jordan Sandstone
Eden Prairie	424925	Eden Prairie #8	A/Primary	316	391	1987	Vulnerable	Jordan Sandstone
Eden Prairie	424926	Eden Prairie #9	A/Primary	319	405	1987	Vulnerable	Jordan Sandstone
Eden Prairie	424927	Eden Prairie #10	A/Primary	308	401	1987	Vulnerable	Jordan Sandstone
Eden Prairie	541542	Eden Prairie #11	A/Primary	232	408	1994	Vulnerable	Prairie du Chien - Jordan Sandstone
Eden Prairie	541541	Eden Prairie #12	A/Primary	215	385	1994	Vulnerable	Prairie du Chien - Jordan Sandstone
Eden Prairie	622703	Eden Prairie #13	A/Primary	210	410	1998	Vulnerable	Prairie du Chien - Jordan Sandstone
Eden Prairie	603068	Eden Prairie #14	A/Primary	241	418	2000	Vulnerable	Prairie du Chien - Jordan Sandstone
Eden Prairie	686256	Eden Prairie #15	A/Primary	243	420	2005	Vulnerable	Prairie du Chien - Jordan Sandstone
Eden Prairie	763769	Eden Prairie #16	A/Primary	278	405	2008	Vulnerable	Prairie du Chien - Jordan Sandstone

*Well vulnerability was assessed based on a combination of 1) well construction details, especially conformance with standards required by the state well code, 2) the geologic sensitivity of the aquifers, and 3) past monitoring results.



CITY OF HOPKINS

City Council Report 2025-041

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

From: Eric Klingbeil, City Engineer

Date: March 18, 2025

Subject: Amendment No. 1 to Agreement No. PW 04-01-16

RECOMMENDED ACTION

MOTION TO Approve Resolution 2025-018, Resolution for Approval of Amendment No. 1 to Agreement No. PW 04-01-16

OVERVIEW

At the May 17, 2016 City Council Meeting, Hopkins approved an agreement for jurisdictional transfer of CSAH 20, also known as Blake Road, from Hennepin County to the City of Hopkins.

The project is complete, and Hennepin County and the City of Hopkins are in the process of closing the project out. As part of project closeout, the original agreement must be amended to include final costs, and additional items agreed upon during the design and construction of the project.

The major items of note in the agreement amendment are the timeline for revocation of CSAH status/turnback to the city and the inclusion of \$486,827.25 of reimbursement from the County to Hopkins as part of the Roadside Enhancement Partnership Program (REPP). Once the agreement is approved, the County can release the REPP funds, and the 30 day turnover timeline begins.

SUPPORTING INFORMATION

- Resolution 2025-018
- Amendment No. 1 to Agreement No. PW 04-01-16
- Agreement No. PW 04-01-16

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2025-018

**RESOLUTION APPROVING AMENDMENT NO. 1 TO
AGREEMENT NO. PW 04-01-16**

WHEREAS, the city of Hopkins entered into Agreement No. PW 04-01-16 with Hennepin County for the reconstruction and jurisdictional transfer of CSAH 20, Blake Road; and

WHEREAS, Staff has coordinated with Hennepin County to amend the original agreement as needed.

NOW THEREFORE BE IT RESOLVED, by City Council of the City of Hopkins

The Mayor and City Manager are hereby authorized and directed for and on behalf of the City to execute and enter into this Addendum to Agreement No. PW 04-01-16 with the Hennepin County, a copy of which said amendment was before the City Council and which is made a part hereof by reference.

Adopted by the City Council of the City of Hopkins this 18th day of March, 2025.

By: _____
Patrick Hanlon, Mayor

ATTEST:

Amy Domeier, City Clerk

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2025-018

**RESOLUTION APPROVING AMENDMENT NO. 1 TO
AGREEMENT NO. PW 04-01-16**

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Adopted by the City Council of the City of Hopkins this 18th day of March, 2025.

By: _____
Patrick Hanlon, Mayor

ATTEST:

Amy Domeier, City Clerk

AMENDMENT NO. 1 TO AGREEMENT NO. PW 04-01-16

THIS AMENDMENT 1 to Agreement PW 04-01-16 is made between the **County of Hennepin**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the "County", and the **City of Hopkins**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the "City", and collectively "Parties". This Amendment 1 is effective as of the date of the final signature.

The parties agree that Agreement **PW 04-01-16, County Project 2142600** is amended as follows:

1. **Article VI, Paragraph 4** shall be amended to read:

“The County’s cost participation for the Project shall not exceed \$8,000,000.00.

For information purposes only the County’s cost participation has been computed based on the following estimated Project cost components:

Construction: \$5,400,000
Right of Way: \$995,000
Engineering: \$965,000
CSAH 3 Sidewalk Credit: \$150,000
Roadside Enhancement Partnership Program (REPP): \$490,000”

2. **Article VII** shall be amended to read:

“The County has determined that this project is eligible to participate in its Roadside Enhancement Partnership Program (REPP). The County shall provide a total of \$486,827.25 to the City as part of the County’s REPP funding, allocated as follows: \$110,627.25 for street lighting, \$227,700.00 for roadway beautification and \$148,500.00 for utility burial.”

3. **Article XIV** shall be amended to read:

“Thirty (30) days from the effective date of this Amendment 1 to Agreement PW 04-01-16, the County State Aid Highway designation shall be revoked on CSAH 20 (Blake Road) in the City of Hopkins, described as follows: Beginning at the intersection of the north line of County State Aid Highway 3 (Excelsior Boulevard) and the centerline of County State Aid Highway 20 (Blake Road North); thence northerly along the centerline of County State Aid Highway 20 to the south line of State Highway No. 7 and there terminating, subject to the approval of the Commissioner of Transportation of the State of Minnesota. The City agrees to accept such conveyance subject to existing encumbrances such as permits and easements and perform all roadway and other maintenance at its sole cost and expense and will request that the Commissioner designate the segment a Municipal State Aid route. The County shall notify the City of any new encumbrances to the portion of CSAH 20/Blake Road to be transferred up until such transfer is complete, and the City shall retain the ability to object to such encumbrances which are not necessary to the completion of this Agreement.

It is further understood and agreed by the Parties that upon transfer of CSAH 20/Blake Road as stated herein, the traffic control signal system at the CSAH 3/Blake Road intersection (Signal ID 8002000) shall remain the property of the County and the traffic control signal system at the TH 7/Blake Road intersection (Signal ID 2084686) shall remain the property of the State of Minnesota.”

4. **Article XVI** Shall be amended to read:

“It is understood and agreed by the Parties that the construction of the SWLRT station along Blake Road will generate pedestrian activity along the south side of CSAH 3/Excelsior Boulevard from Blake Road to the east City limit where no pedestrian facilities currently exist. It is further understood and agreed by the Parties that the City is in a better position to install the needed facilities along the south side of CSAH 3, and that the County will provide \$150,000 toward the cost of the installation. The \$150,000 will be drawn from the County’s State Aid Construction Account and will reduce the construction costs the City would normally be responsible to pay for the CSAH 20/Blake Road reconstruction by \$150,000. The Parties further agree that the \$150,000 the County will provide to install the needed facilities shall constitute the entire amount the County will provide for said facilities, and the City will heretofore be responsible for the installation of the facilities either in conjunction with the Project or thereafter as deemed appropriate by the City.”

Except as provided herein, all terms and conditions in said Agreement No. PW 04-01-16 shall remain in full force and effect, including the total project budget for CP 2142600 to remain unchanged at \$14,456,000. Hennepin County’s cost participation not to exceed \$8,000,000.00 and that the Controller be authorized to transfer and disburse the funds as directed.

IN TESTIMONY WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly authorized officers as of the day year and

CITY OF HOPKINS

By: _____
Mayor

Date: _____

And: _____
Manager

Date: _____

COUNTY OF HENNEPIN

ATTEST:

By: _____
Deputy/Clerk of the County Board

By: _____
Chair of its County Board

Date: _____

Date: _____

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

And: _____
County Administrator

Date: _____

By: _____
Assistant County Attorney

And: _____
Assistant County Administrator,
Public Works

Date: _____

Date: _____

REVIEWED

RECOMMENDED FOR APPROVAL

By: _____
Grace Helgerson

By: _____
County Highway Engineer

Date: _____

Date: _____

Agreement No. PW 04-01-16
County State Aid Highway No. 20
County Project No. 1426
City of Hopkins
County of Hennepin

AGREEMENT FOR JURISDICTIONAL TRANSFER

THIS AGREEMENT, made and entered into this 18th day of October, 2016, by and between the **County of Hennepin**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the "County", and the **City of Hopkins**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the County and the City have been negotiating to bring about the transfer of County State Aid Highway No. (CSAH) 20 (Blake Road) between CSAH 3 (Excelsior Boulevard) and Trunk Highway (TH) 7 from the County to the City; and

WHEREAS, the construction of the Southwest Light Rail Transit (SWLRT) line through the City will result in a SWLRT at-grade crossing of CSAH 20 and a SWLRT station on the CSAH 20 corridor; and

WHEREAS, the Parties anticipate the introduction of a SWLRT station on the CSAH 20 corridor will provide a stimulus to development/redevelopment along the CSAH 20 corridor; and

WHEREAS, the City has engaged in a visioning process intended to conform the reconfiguration of CSAH 20 between CSAH 3 and TH 7 in a manner complementary to the anticipated development/redevelopment of the properties along CSAH 20; and

WHEREAS, CSAH 20 is in need of reconstruction between CSAH 3 and TH 7; and

WHEREAS, the City is willing to receive jurisdiction of CSAH 20 within the aforesaid limits with the understanding that the City would take the lead in the design, construction, construction oversight and necessary right-of-way acquisition to support the reconstruction of CSAH 20 between CSAH 3 and TH 7 in a manner agreed to by the Parties and hereinafter referred to as the Project; and

WHEREAS, the County has acknowledged that the City is properly positioned to design and reconstruct CSAH 20 in a manner reflective of a vision to complement area development/redevelopment in a time frame complimentary to the projected SWLRT schedule; and

WHEREAS, it is contemplated that said work be carried out by the parties hereto under the provisions of Minnesota Statutes, Section 162.17, Subdivision I and Section 471.59.

NOW, THEREFORE, IT IS HEREBY AGREED:

WLC

I

The City shall be responsible for the acquisition of all new rights-of-way, permanent easements, and temporary easements required for the construction of the Project.

It is hereby understood that the phrase "responsible for the acquisition of" as used in this Agreement shall be construed to mean the performance of all tasks and duties necessary and legally required to obtain the right to use the subject properties for the purposes set forth in this Agreement. Said rights may be obtained by, but are not limited to, direct purchase, dedication, donation, or eminent domain.

All new right-of-way, permanent easements, and temporary easements acquired by the City to construct the Project must meet the approval of the Administrative Manager for the County's Land Acquisition Group or designated representative prior to being incorporated into the plans for the Project.

Upon completion of the Project, all permanent right-of-way acquisition for CSAH 20 as provided herein shall remain in the ownership of the City.

II

The City and the County recognize that in order to carry out the Project, the facilities of one or more private utilities in the Project area rights-of-way (ROW) may need to be relocated due to interference with the means and methods the City will select to carry out the Project work. The City acknowledges that the County is the primary ROW manager of CSAH 20 within the Project. The County acknowledges that the City has an interest in the management of the County ROW within the Project boundaries given the fact jurisdiction of CSAH 20 is to transfer to the City, and the City may be required to exercise certain rights in the ROW to carry out the Project work. Accordingly, the County hereby authorizes and delegates to the City any and all ROW management authority that the City deems necessary to carry out the Project work, including but not limited to, the right to require private utilities to relocate their facilities. Prior to the City's exercise of this right, the City shall provide the County twenty-four (24) hours written notice of the City's intended exercise of such a right, including, but not limited to, a description of the scope, duration, and object of the City action. The County and City agree that each will cooperate with the other to carry out the intended purposes of the Project and the County will act in ROW management matters to further those purposes as reasonably requested by the City.

If any portion of this provision is deemed unenforceable, all surviving provisions will remain in full force and effect. Nothing herein is intended to limit or exceed the authority of the City or the County under Minnesota Law to manage ROW in which they have an interest.

III

The City or its agents shall prepare the necessary plans, specifications and proposals; shall advertise

**Agreement No. PW 04-01-16
County State Aid Highway No. 20**

for bids for the construction; receive and open bids pursuant to said advertisement and enter into a contract with the successful bidder at the unit prices specified in the bid of such bidder. The contract will include plans and specifications approved by the County and by the Minnesota Department of Transportation Division of State Aid for Local Transportation.

The City shall also apply for, and comply with, at its sole cost and expense, all permits and approvals from all other governmental or regulatory agencies as may be required to accomplish the Project. Said permits and approvals shall be obtained prior to start of any construction. Copies of said permits shall be given to the County Engineer or designated representative prior to the start of construction activities.

IV

The City or its agents will administer the contract and inspect the construction of all the contract work contemplated herewith. However, the County Engineer or designee shall have the right, as the work progresses, to enter upon the job site to make any inspections deemed necessary and shall cooperate with the City's Project Engineer and staff at their request to the extent necessary, but will have no responsibility for the supervision of the work.

The County agrees that the City may make changes in the aforereferenced approved plans or in the character of said contract construction which are reasonably necessary to cause said construction to be in all things performed and completed in a satisfactory manner. It is further agreed by the County that the City may enter into any change orders or supplemental agreements with the City's contractor for the performance of any additional construction or construction occasioned by any necessary, advantageous or desirable changes in plans, within the original scope of the Project. The City shall obtain the approval of the County Engineer or designated representative on said change orders or supplemental agreements. The County will respond to the City's request for approvals within seven (7) calendar days.

V

The City or its agents shall be responsible for the design of the CSAH 20 traffic control signals serving the CSAH 20 intersections with 2nd Street North East and Cambridge Street in accordance with County standards.

The County will supply traffic signal cabinet, controllers, video detection equipment, and control equipment, including the emergency vehicle preemption (EVP) cards, (County Supplied Equipment) for the permanent traffic control signal systems to be installed at the two CSAH 20 intersections. The City agrees to reimburse the County for fifty (50) percent of the costs of the County Supplied Equipment to be installed at these intersections. It is estimated that the cost for the County Supplied Equipment will be \$30,000.00 per intersection for a total estimated City cost share of \$60,000.00. It is further agreed that said estimate of the costs of County Supplied Equipment is an estimate and that the actual costs of equipment as determined by the County Engineer shall govern in computing the total final apportionment of cost participation by the City in the County Supplied Equipment.

Agreement No. PW 04-01-16
County State Aid Highway No. 20

It is further understood that if the City desires, the City will provide signal service cabinets designed for battery backup. It is further understood and agreed that the City shall be responsible for providing the batteries, inverter and cabling for the service cabinets.

The City or its agents shall notify the County's Signal Shop Supervisor two (2) weeks in advance of need of the County Supplied Equipment. The County shall notify the City when the County Supplied Equipment is ready to be picked up for field installation. It shall be the responsibility of the City or its agents to pick up the County Supplied Equipment at the Hennepin County Department of Transportation Public Works Facility in Medina, Minnesota and shall install said equipment on the Project.

Upon pickup of the County Supplied Equipment by the City or its agents, the County will invoice the City for the County Supplied Equipment. Payment shall be made to the County by the City for the full amount due as stated in the invoice within forty-five (45) days of the invoice.

The City shall notify the County a minimum of one (1) week prior to the date of any traffic signal turn ons. The County's Traffic Operations Engineer or his designated representative must be present at the time any traffic signal systems are turned on.

The County hereby reserves the right to perform final inspection of the traffic control signal system at the time of energizing and also the right to require any modifications prior to approving the system for operation. No traffic control signal system may be placed in operation without approval of the installed system by the County.

VI

The County will participate in right-of-way acquisition and construction costs in accordance with the Hennepin County Public Works Business Line Transportation Department Policies for Cost Participation between Hennepin County and Other Agencies for Cooperative Highway Projects adopted February 7, 2012.

It is further understood and agreed by the City that the County will reimburse the City up to ten (10) percent of the County's construction cost participation for design engineering and up to eight (8) percent of the County's construction cost participation for construction engineering/oversight.

It is further understood and agreed by the City that the County's cost participation must be eligible for County State Aid funding and that the County's contribution to the Project's costs must be for right-of-way, construction and engineering that benefits CSAH 20. Accordingly, it is understood and agreed that the County reserves the right not to make payment to the City for its share of the costs for the project if any action or inaction of the City causes the Minnesota Department of Transportation's (MnDOT) State Aid Engineer to determine that the County's costs are not eligible for State Aid funding.

The County's cost participation for the Project shall not exceed \$14,456,000 without an amendment to

**Agreement No. PW 04-01-16
County State Aid Highway No. 20**

this Agreement. For information purposes only the County's cost participation has been computed based on the following estimated Project cost components:

Right-of-Way: \$2,000,000
Construction: \$10,380,000 (refer to Article XVI)
Engineering: \$2,076,000

The City may invoice the County up to \$1,038,000 for the County's aforesaid engineering cost participation upon the City's execution of a consultant engineering contract for design of the Project. Payment shall be made to the City by the County within forty-five (45) days of the invoice.

It is understood and agreed that if parcels are acquired in total, the City will use its best efforts to sell at the most favorable price those portions of said parcels which are not required for the Project. The proceeds from such sales shall be shared with the County at the same cost participation percentage used to acquire the parcels.

The acquisition costs incurred by the City as described herein shall include, but are not limited to the following:

- monies paid to property owners, or on behalf of property owners, as part of negotiated settlements
- costs incurred with obtaining property through, and compliance with, Minnesota Statute Chapter 117 (eminent domain), including all damages and awards resulting there from
- relocation expenses, including the costs of consultants used therefore
- acquisition consultant services
- appraisals and appraisal services
- title opinions and updates
- document searches (judgment, name title, etc.)
- closing, conveyance and recordation fees and taxes
- costs to maintain, provide security for, or remove and dispose of vacant property, and any improvements thereon.
- costs incurred for the relocation, reconstruction, adjustment, and/or removal of existing private or public utility conduits or other structures located in or upon lands acquired and within present right-of-way when existing valid easements and/or permits provide for reimbursement to the utility owner for the relocation, reconstruction, adjustment, and/or removal of the existing utility facilities (or when a court of competent jurisdiction determines that the City or County is obliged to pay such amounts)

Damages, as used in this section pertains to acquisition costs allowed by Minnesota Statutes Chapter 117 and does not abrogate the meaning of the language set forth elsewhere in this Agreement.

The City may invoice the County for its share of ROW costs as said costs are accrued. Payments shall be made to the City by the County within forty-five (45) days of said invoices.

**Agreement No. PW 04-01-16
County State Aid Highway No. 20**

After an award by the City to the successful bidder on the project, the City may invoice the County for ninety-five (95) percent of the estimated County's shares of the contract construction costs and construction engineering costs and the balance of the estimated County's share of the design engineering costs for the Project. Payments shall be made to the City by the County for the full amounts due as stated on an invoice within forty-five (45) days of the invoice.

In the event the City Engineer determines the need to amend the construction contract with a supplemental agreement or change order which results in an increase in the contract amount for the Project, the County hereby agrees to remit within forty-five (45) days of submittal of an invoice by the City of said change an amount equal to ninety-five (95) percent of the estimated County's shares as documented in the supplemental agreement or change order. Said invoice shall include documentation of the additional costs.

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

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

VII

It is understood and agreed that County will not participate in the cost of landscape improvements the City may propose to install in conjunction with the Project such as street lighting, pedestrian level lighting, boulevard or median plantings, benches, shelters, banners or utility burial without amendment to this Agreement. However, such items may compete for Roadside Enhancement Partnership Program (REEP) funds to help offset City construction costs for these items.

VIII

The City also agrees that any contract let by the City or its agents for the performance of the work included in the Project as provided herein shall include clauses that will: 1) Require the Contractor to defend, indemnify, and hold the County and its officials, officers agents and employees harmless from any liability, causes of action, judgments, damages, losses, costs or expenses including without limitation to reasonable attorneys' fees, arising out of or by reason of the acts and/or omissions of the said Contractor, its officers, employees, agents or subcontractors; 2) Require the Contractor to be an independent contractor for the purposes of completing the work provided for in this Agreement; and 3) Require the Contractor to provide and

maintain insurance in accordance with the following:

1. Commercial General Liability on an occurrence basis with Contractual Liability and Explosion, Collapse and Underground Property Damage (XCU) Liability coverages:

	<u>Limits</u>
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence – Combined Bodily Injury and Property Damage	\$1,500,000

Hennepin County shall be named as an additional insured for the Commercial General Liability coverage with respect to operations covered under this Agreement.

2. Automobile Liability:

Combined Single limit each occurrence coverage or the equivalent covering owned, non-owned, and hired automobiles

\$1,000,000

3. Workers' Compensation and Employer's Liability:

A. Workers' Compensation

Statutory

If the Contractor is based outside the State of Minnesota, coverages must apply to Minnesota Laws

B. Employer's Liability – Bodily injury by:

Accident – Each Accident	\$500,000
Disease – Policy Limit	\$500,000
Disease – Each Employee	\$500,000

- | | |
|---------------------------------------|-------------|
| 4. Professional Liability – Per Claim | \$1,500,000 |
| Aggregate | \$2,000,000 |

It is understood and agreed by the parties hereto that the above listed Professional Liability insurance will not be required in any construction contract let by City if the City's Contractor is not required to perform design engineering as part of said construction contract.

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

required insurance limits.

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

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

IX

The City shall install, cause the installation of, or perpetuate the existence of an adequate three wire, 120/240 volt, single phase, alternating current electrical power connection to the traffic control signals and integral street lights located on CSAH 20 and included in the Project, at the sole cost and expense of the City. Further, the City shall provide the electrical energy for the operation for said traffic control signals and integral streetlights, at its sole cost and expense.

X

The City shall not revise by addition or deletion, nor alter or adjust any component, part, sequence, or timing of the traffic control signals located on CSAH 20 and included in the Project.

XI

It is understood that the EVP Systems provided with the traffic control signals located on CSAH 20 and included in the Project, shall be installed, operated, maintained or removed in accordance with the following conditions and requirements:

1. Emitter units may be installed and used only on vehicles responding to an emergency as defined in Minnesota Statutes Chapter 169.01, Subdivision 5 and 169.03. Upon request, the City will provide the County Engineer or his designated representative a list of all such vehicles with emitter units.
2. Malfunctions of EVP Systems shall be reported to the County immediately.
3. In the event said EVP Systems or components are, in the opinion of the County, being misused or the conditions set forth herein are violated, and such misuse or violation continues after receipt by the City of written notice thereof from the County, the County shall remove the EVP Systems. Upon removal of the EVP Systems pursuant to this paragraph, the field wiring, cabinet wiring, detector receivers, infrared detector heads, indicator lamps and all other components shall become the property of the County.
4. All timing of said EVP Systems shall be determined by the County.

XII

As part of the Project, "No-Parking" signs will be installed as represented in the plans and the City, at its expense, shall provide the enforcement for the prohibition of on-street parking on those portions of CSAH 20 constructed under this Project.

It is further agreed that the City shall at its own expense, remove and replace all City owned signs that are within the construction limits of the Project.

XIII

Upon completion of the Project the County shall, at its own cost and expense, retain ownership and maintenance responsibilities for those portions of the roadway storm sewer drainage system functioning as catch basins and associated lead pipes that are within or between the outermost curb lines of the County roadways as well as those within the radius return limits of intersecting municipal streets until such time as jurisdiction of CSAH 20 reverts to the City. All other components of the roadway storm sewer drainage system, constructed as a part of this Project including but not limited to all trunk lines, manholes and drainage ponds shall become the property of the City, and shall be maintained by the City.

It is hereby understood that the County requires an operational clear zone behind the face of curb for storage of snow removed from County roadways. The City hereby agrees that the City shall be responsible for the removal of any snow including that placed on the sidewalks and/or pedestrian/bicycle paths as a result of the County's snow removal operations on CSAH 20 within the limits of the Project. This paragraph is not intended to confer a benefit upon any third party and the City's decision to remove snow from the sidewalks and/or pedestrian/bicycle paths shall be made by the City at its sole discretion pursuant to its policy on removal of snow and ice from sidewalks and/or pedestrian/bicycle paths.

All questions of maintenance responsibilities that may arise shall be jointly resolved by the City's Director of Public Works and the County's Transportation Road and Bridge Operations Department Director.

XIV

It is understood and agreed by the Parties that three (3) years after the City's receipt of final payment from the County of its Project costs, CSAH 20 shall be removed from the County State Aid Highway system.

The process by which the CSAH 20 designation shall be removed from Blake Road shall begin with a City resolution stating support for the Commissioner of the Minnesota Department of Transportation's removal of CSAH 20 from the County State Aid Highway System three (3) years after the City's receipt of final payment from the County of its Project costs and acceptance of Blake Road jurisdiction under Provisions of Minnesota Statutes, Section 612.02, and shall end when the County advises the Commissioner that the three (3) year period has passed. Thereafter, the City agrees to accept such conveyance subject to existing encumbrances such as permits and easements and perform all roadway and other maintenance at its sole cost

**Agreement No. PW 04-01-16
County State Aid Highway No. 20**

and expense, and will request that the Commissioner designate the segment a Municipal State Aid route. During this three (3) year period, the County shall notify the City of any new encumbrances to the property to be transferred to the City, and the City shall retain the ability to object to such encumbrances which are not necessary to the completion of this Agreement.

It is further understood and agreed by the Parties that upon transfer of CSAH 20/Blake Road as stated herein the traffic control signal system at the CSAH 3/Blake Road intersection shall remain the property of the County and the traffic control signal system at the TH 7/Blake Road intersection shall remain the property of the State of Minnesota.

XV

The County shall provide the City with the following information and records, to the extent that they are available for the route to be transferred.

1. As-built construction plans, microfilm records, and electronic files.
2. Inventory data.
3. History of most recent improvements/upgrades.

XVI

It is understood and agreed by the Parties that the construction of the SWLRT station along Blake Road will generate pedestrian activity along the south side of CSAH 3/Excelsior Boulevard from Blake Road to the east City limit where no pedestrian facilities currently exist. It is further understood and agreed by the Parties that the City is in a better position to install the needed facilities along the south side of CSAH 3, and that the County will provide \$150,000 toward the cost of the installation. The \$150,000 will be drawn from the County's State Aid Construction Account, and will reduce the construction costs the City would normally be responsible to pay for the CSAH 20/Blake Road reconstruction by \$150,000. This \$150,000 will be added to the \$10,230,000 in construction cost participation the County intends to pay as outlined in Article VI, yielding a construction cost component of \$10,380,000. The Parties further agree that the \$150,000 the County will provide to install the needed facilities shall constitute the entire amount the County will provide for said facilities, and the City will heretofore be responsible for the installation of the facilities either in conjunction with the Project or thereafter as deemed appropriate by the City.

XVII

Each party agrees that it will be responsible for its own acts and the results thereof, to the extent authorized by the law, and shall not be responsible for the acts of the other party and the results thereof. The County's and the City's liability is governed by the provisions of Minnesota Statutes, Chapter 466.

The County and the City each warrant that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program.

XVIII

The City agrees to defend, indemnify and hold harmless the County, its officials, officers, agents, volunteers and employees, from any liabilities, claims, causes of action, judgments, damages, losses, costs or expenses, including, reasonable attorneys' fees, resulting directly or indirectly from any act or omission of the City, its contractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for related to the ownership, maintenance, existence, restoration, repair or replacement of the afore defined City owned improvements constructed as part of the Project. The City's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.

The County agrees to defend, indemnify, and hold harmless the City, its officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of the County, its contractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable related to the ownership, maintenance, existence, restoration, repair or replacement of the afore defined County owned improvements constructed as part of the Project. The County's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.

XIX

All records kept by the City and the County with respect to the Project shall be subject to examination by the representatives of each party hereto.

XX

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

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

XXI

In order to coordinate the services of the County with the activities of the City so as to accomplish the purposes of this Agreement, the Hennepin County Engineer or designated representative shall manage this Agreement on behalf of the County and serve as liaison between the County and the City.

In order to coordinate the services of the City with the activities of the County so as to accomplish the purposes of this Agreement, the City Engineer or designated representative shall manage this Agreement on behalf of the City and serve as liaison between the City and the County.

XXII

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

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

XXIII

The whereas clauses are incorporated herein and are hereby made a part of this Agreement.

XXIV

The provisions of Minnesota Statutes 181.59 and of any applicable local ordinance relating to civil rights and discrimination and the Affirmative Action Policy statement of Hennepin County shall be considered a part of this Agreement as though fully set forth herein.

(this space left intentionally blank)

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

CITY OF HOPKINS

(Seal)

By: *Abby Cummings*
Mayor

Date: MAY 17, 2016

And: *[Signature]*
Manager

Date: MAY 17, 2016

COUNTY OF HENNEPIN

ATTEST:

By: *Y. Clark*
Deputy Clerk of the County Board

Date: 10-31-16

By: *Jani A. Callin*
Chair of its County Board

Date: 10-24-16

APPROVED AS TO FORM:

By: *Quick Bourman*
Assistant County Attorney

Date: 5/5/16

And: *[Signature]*
Assistant/Deputy County Administrator

Date: 10/6/16

And: *Carl Michael*
Assistant County Administrator, Public Works

Date: 10/4/16

APPROVED AS TO EXECUTION:

By: *Quick Bourman*
Assistant County Attorney

Date: 10/28/16

RECOMMENDED FOR APPROVAL:

By: *James N. Shedd*
County Highway Engineer

Date: 6/21/16

WL

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION NO. 2016-042

**RESOLUTION APPROVING AGREEMENT FOR JURISDICTIONAL TRANSFER
OF COUNTY STATE AID HIGHWAY NO. 20 (BLAKE ROAD)
CITY PROJECT 2013-06**

WHEREAS, Hennepin County (County) and the City of Hopkins (City) have been negotiating to bring about the transfer of County State Aid Highway No. (CSAH) 20 (Blake Road) between CSAH 3 (Excelsior Boulevard) and Trunk Highway (TH) 7 from the County to the City, and

WHEREAS, the construction of the Southwest Light Rail Transit (SWLRT) line through the City will result in a SWLRT at-grade crossing of CSAH 20 and a SWLRT station on the CSAH 20 corridor, and

WHEREAS, the Parties anticipate the introduction of a SWLRT station on the CSAH 20 corridor will provide a stimulus to development/redevelopment along the CSAH 20 corridor, and

WHEREAS, the City has engaged in a visioning process intended to conform the reconfiguration of CSAH 20 between CSAH 3 and TH 7 in a manner complementary to the anticipated development/redevelopment of the properties along CSAH 20, and

WHEREAS, CSAH 20 is in need of reconstruction between CSAH 3 and TH 7, and

WHEREAS, the City is willing to receive jurisdiction of CSAH 20 within the aforesaid limits with the understanding that the City would take the lead in design, construction, construction oversight and necessary right-of-way acquisition to support the reconstruction of CSAH 20 between CSAH 3 and TH 7 in a manner agreed to by the Parties and hereinafter referred to as the project, and

WHEREAS, the County has acknowledged that the City is properly positioned to design and reconstruct CSAH 20 in a manner reflective of a vision to complement area development/redevelopment in a time frame complementary to the projected SWLRT schedule, and

WHEREAS, it is contemplated that said work be carried out by the Parties hereto under the provisions of Minnesota Statutes, Section 162.17, Subdivision I and Section 471.59, and

WHEREAS, an Agreement for Jurisdictional Transfer of CSAH 20 has been developed and is acceptable to the Parties which specifies the terms and responsibilities for the reconstruction and transfer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hopkins, Minnesota:

The Mayor and City Manager are hereby authorized to enter into an agreement with Hennepin County for the said project.

Adopted by the City Council of the City of Hopkins, Minnesota, this 17th day of May, 2016.

By Molly Cummings
Molly Cummings, Mayor

ATTEST:

Amy Domeier
Amy Domeier, City Clerk

STATE OF MINNESOTA
COUNTY OF HENNEPIN
CITY OF HOPKINS

I, THE UNDERSIGNED, AMY DOMEIER, CLERK OF THE CITY OF HOPKINS, HENNEPIN COUNTY, MINNESOTA, AND CUSTODIAN OF THE SEAL AND RECORDS OF SAID CITY HEREBY CERTIFY THAT THE ABOVE OR FOREGOING IS A TRUE AND CORRECT TRANSCRIPT AND COPY OF THE WHOLE RECORD THEREOF RESERVED AND ON FILE IN THE OFFICE OF SAID CITY CLERK.

Amy Domeier
AMY DOMEIER, CITY CLERK OF THE CITY OF HOPKINS

HENNEPIN COUNTY
MINNESOTA

November 2, 2016

Steven Stadler
Director of Public Works
City of Hopkins
1010 First Street S
Hopkins MN 55343

AGREEMENT NO. PW 04-01-16
C.P. 1426
COOPERATIVE AGREEMENT

Dear Steven Stadler,

Submitted for your file is a fully executed copy of the above referenced agreement.

If you have any questions, please call me at 612-596-0307.

Sincerely,

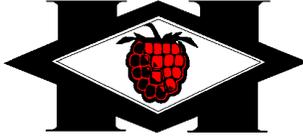


Kristi W. Beyer
Administrative Secretary

Kwb

Enclosure





CITY OF HOPKINS

Planning & Economic
Development;
Administration

City Council Report 2025-038

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

From: Revée Needham, Community Development Manager
Katy Pence, Multimedia Communications Assistant

Date: March 18, 2025

Subject: Resolution Supporting Hennepin County Business District Initiative Grant Application

RECOMMENDED ACTION

MOTION TO approve Resolution 2025-014 Supporting an Application to Hennepin County's Business District Initiative Grant Program.

OVERVIEW

To apply to the Hennepin County Business District Initiative grant program, the City Council needs to approve a resolution of support.

Business District Initiative Program

Hennepin County's Business District Initiative (BDI) program bolsters city efforts to invigorate small business districts, main streets, and cultural corridors. The BDI offers funding assistance for strategies that enhance the economic vitality of these priority areas in suburban municipalities. BDI program priorities are to:

- Promote compact, walkable environments
- Create a vibrant sense of place
- Highlight local community assets, including those that reflect the diverse values, culture, and heritage of the people who live and work there
- Support economic vitality, job creation, and equitable access to economic opportunity
- Build connections to the locally-owned, independent small business ecosystem

Suburban cities and development authorities within Hennepin County are eligible to apply for BDI grants. BDI grants can fund projects such as district-wide marketing or branding efforts, placemaking and/or public realm enhancements, technical assistance across the business district, and business recruitment for commercial corridors such as downtown Hopkins. Hennepin County typically offers up to \$200,000 between their Planning Grants and Business District Initiative programs.

City of Hopkins Grant Application

The City proposes to use the grant to create a high-end marketing campaign designed around bringing non-residents to Hopkins to experience Mainstreet while positioning the Think Hopkins brand as the authority for all the latest happenings in Hopkins. A third-party marketing contractor would work with staff to create an on-brand campaign with

relevant performance goals. Additionally, staff would work with the local business community to estimate real-world impacts of the campaign. A local match is encouraged but not required and is considered in the application evaluation. The City proposes to use staff time as part of the match and a portion of the existing Think Hopkins budget.

SUPPORTING INFORMATION

- Resolution 2025-014
- [Hyperlink to Hennepin County Business District Initiative Program webpage](#)

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2025-014

**RESOLUTION SUPPORTING APPLICATION TO HENNEPIN COUNTY'S BUSINESS
DISTRICT INITIATIVE GRANT PROGRAM**

WHEREAS, Hennepin County is soliciting applications to their Business District Initiative Grant Program to bolster city efforts to invigorate small business districts, main streets, and cultural corridors; and

WHEREAS, Hennepin County has approximately \$200,000 available in grant funding between the Business District Initiative and Planning Grant programs for 2025; and

WHEREAS, the City of Hopkins is a municipality within Hennepin County, and is therefore eligible to apply for funds under the Business District Initiative Program; and

WHEREAS, the City Council reaffirmed the goals of supporting a vibrant business community and promoting Hopkins as a destination in 2025; and

WHEREAS, the City has the institutional, managerial and financial capability to ensure adequate project and grant administration; and

WHEREAS, the City certifies that it will comply with all applicable laws and regulations as stated in the contract grant agreements.

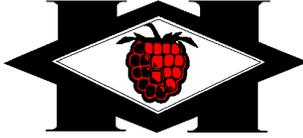
NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Hopkins hereby authorizes the City Manager and/or his designee to submit an application for Hennepin County Business District initiative grant funds and execute such agreements as may be necessary to implement the project on behalf of the City.

Adopted by the City Council of the City of Hopkins this 18th day of March, 2025.

By: _____
Patrick Hanlon, Mayor

ATTEST:

Amy Domeier, City Clerk



CITY OF HOPKINS

City Council Report 2025-045

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

From: Ryan Krzos, City Planner

Date: March 18, 2025

Subject: Second Reading of a City Code Amendment for Nonconforming Building Height Regulations

RECOMMENDATION

The City Council is asked to, by motion adopt for second reading, Ordinance 2025-1223, amending the Hopkins Development Code regarding expansions to nonconforming buildings in MX-D zone.

REQUEST

The proposed Ordinance amendment to the Development Code regulations to allow a limited single-story addition to a single-story building in the MX-D zone. The Ordinance is unchanged from the first reading conducted at the March 4, 2025 City Council meeting. Approval of a second reading of the proposed Ordinance is the next step in the process to officially adopt the regulations.

NEXT STEPS

If approved for a second reading, the ordinance will be published in the City's official paper, as is required to make it effective.

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

ORDINANCE 2025-1223

**AN ORDINANCE AMENDING CHAPTER 102 OF THE HOPKINS CITY CODE
RELATED TO NONCONFORMING STRUCTURES**

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

SECTION 1. Hopkins City Code, Part III, Chapter 102, Article 15, Subsubsection 102-1540(c), is hereby amended by adding the double-underlined language as follows:

102-1540 (c) ALTERATIONS AND EXPANSIONS

Alterations, including enlargements and expansions, are prohibited unless the proposed alteration or expansion complies with all applicable building siting and height regulations, and does not increase the extent of the existing nonconformity, except as provided in paragraph (1) below. A building with a nonconforming side setback, for example, may be expanded to the rear as long as the expansion complies with applicable rear setbacks and all other building siting and height regulations. On the other hand, building additions on the side, may not increase or extend the side setback nonconformity.

(1) In the MX-D Zone, a single-story enlargement or expansion of a structure that does not meet the minimum height requirement may occur provided the expanded area does not exceed 30 percent of the building footprint and all other applicable building siting regulations are met.

SECTION 2. The effective date of this ordinance shall be March 27, 2025.

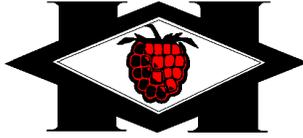
First Reading:	March 4, 2025
Second Reading:	March 18, 2025
Date of Publication:	March 27, 2025
Date Ordinance Takes Effect:	March 27, 2025

By: _____

Patrick Hanlon, Mayor

ATTEST:

Amy Domeier, City Clerk



Administration

CITY OF HOPKINS

City Council Report 2025-046

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

From: Laila Imihy, Special Projects and Initiatives Manager

Date: March 18, 2025

Subject: Second Reading of Ordinance 2025-1224 Amending the City Code
relating to Parks and Recreation

RECOMMENDED ACTION

MOTION TO Approve for Second Reading Ordinance 2025-1224 Amending the Hopkins City Code relating to Parks and Recreation.

OVERVIEW

Tonight, Staff seeks approval from the Hopkins City Council for a second reading of Ordinance 2025-1224, amending Chapter 32 of the Hopkins City Code. The first reading was heard by the Council at their regular meeting on March 4, 2025 and the text has not changed since.

SUPPORTING INFORMATION

- Ordinance 2025-1224

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

ORDINANCE NO. 2025-1224

AMENDMENT OF THE HOPKINS CITY CODE, CHAPTER 32

The City Council of the City of Hopkins, upon recommendation of and from the Hopkins Park Board 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 Code of Ordinances:

SECTION 1. Section 32.1 – Parks and Recreation is amended by adding the underlined language and deleting ~~stricken~~ material as follows:

Section 32-1. Definitions. The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~*Park* means an open or enclosed space, area, or facility wherever located which is owned, operated or controlled by the city or located within the city, but owned, operated or controlled by another political body which space is reserved, designated or used for or as a playground, picnic area, school ground, beach, park, arena, concession, playing field or court, structure or building and devoted, designated or intended for active or passive recreation; the term "park" includes parking lots, paths or roadways appurtenant to or used therewith and further includes the definition of passive open space.~~

Park means any open space, area, playground, swimming pool, lake, pond, stream, trail, nature area, or recreation center. It shall also mean any other property owned, leased, used, or controlled, wholly or partly, by the city for park and recreation use.

Park director or director means the department director to whom the specific duties have been assigned by the city manager.

Passive open space means an open space designated or intended only for passive recreation activities such as walking paths and the observation of wildlife.

Picnic shelter area means that portion of a park facility containing a picnic shelter and picnic tables and all areas within 50 feet of the shelter and tables.

Vehicle means a wheeled conveyance, machine whether motor powered, animal-drawn, or self-propelled; the term includes any trailer ~~in tow~~ towing of any kind and snowmobiles, but not city, state or state-authorized vehicles or wheelchairs and other power-driven mobility devices.

SECTION 2. Section 32.2 – Parks and Recreation is amended by adding the underlined language and deleting ~~stricken~~ material as follows:

Section 32-2. Violations constitute misdemeanors. All visitors on park property must observe and follow posted signs stating park policies. Violation of a regulatory provision or posted policies in of this section is a ~~petty~~ misdemeanor.

SECTION 3. Section 32.23 – Parks and Recreation is amended by adding the underlined language and deleting ~~stricken~~ material as follows:

Section 32-23. Authority of director to ~~promulgate~~ add additional rules. ~~The director may from time to time make and establish rules and regulations, either emergency, temporary or permanent, concerning the use of any park or any part thereof. The rules and regulations shall be posted at the entrance to any park thus regulated or in one or more conspicuous places therein and such rules or regulations thus posted shall have the same force and effect as though they were a part of this section.~~

To protect public health, safety and welfare, and to preserve the property of the city, the director is authorized and directed to establish additional written regulations which shall define the procedures to be followed in the use of the parks. Whether this would be permanent or temporary. The rules and regulations shall be posted at the entrance to any park.

SECTION 4. Section 32-26 – Parks and Recreation is amended by adding the underlined language and deleting ~~stricken~~ material as follows:

Section 32-26. Lost and found articles. The finding of lost articles by park attendants shall be reported to the director, or their designee who shall make every reasonable effort to locate the owners. ~~The park director~~ The parks and recreation department shall make every reasonable effort to find articles reported as lost.

SECTION 5. Section 32-28 – Parks and Recreation is amended by adding the underlined language and deleting ~~stricken~~ material as follows:

Section 32-28. Pollution of waters. It is unlawful for a person to throw or discharge ~~or otherwise place or cause to be placed into~~ the waters of any fountain or , pond, lake, ~~stream, bay or other~~ body of water in or adjacent to any park or any tributary, stream, storm sewer, or drain flowing into such waters, any substance ~~matter or thing, liquid or solid,~~ which will or may result in the pollution of said waters. Pollution has meaning per Minnesota State Statute 116.06.

SECTION 6. Section 32-29 – Parks and Recreation is amended by adding the underlined language and deleting ~~stricken~~ material as follows:

Section 32-29. Littering; refuse and trash. It is unlawful for a person to dump, deposit or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage or snow, refuse, or trash in a park except in proper receptacles as permitted by this division. No refuse or trash shall be placed in any waters in or contiguous to any park, nor left anywhere on the grounds thereof, but shall be placed in the proper receptacles where these are provided. Where receptacles are not so provided, all such rubbish or waste shall be carried away from the park by the person responsible for its presence, and properly disposed of elsewhere. Rubbish, waste, and trash must be placed in the proper receptacle or carried out of the park properly to be disposed of elsewhere.

SECTION 7. Section 32-30 – Parks and Recreation is amended by adding the underlined language and deleting stricken material as follows:

Section 32-30. Merchandising, advertising and signs. The following acts are prohibited in a park:

- (1) *Vending and peddling.* Exposing or offering for sale any article or thing, or stationing or placing any stand, cart or vehicle for the transportation, sale or display of any such article or thing, except by a regularly licensed concessionaire acting by and under the authority and regulation of the park director or as permitted by an approved special event permit or an approved park use agreement.
- (2) *Advertising.* Announcing, advertising or calling the public attention in any way to any service for sale of hire, without prior authorization from the director.
- (3) *Signs.* Pasting, gluing, tacking or otherwise posting any signs, placard, advertisement, or inscription whatever, erecting or causing to be erected any sign, whatever on any public lands, parks or highways or roads adjacent to a park, without prior authorization from the director and in compliance with an approved sign permit.

SECTION 8. Section 32-34 – Parks and Recreation is amended by adding the underlined language and deleting stricken material as follows:

Section 32-34. Restrooms or Washrooms. It is unlawful for a person to fail to cooperate in maintaining restrooms and washrooms in a neat and sanitary condition. ~~No person over the age of four years shall use the restrooms and washrooms designated for the opposite sex.~~

SECTION 9. Section 32-35 – Parks and Recreation is amended by adding the underlined language and deleting stricken material as follows:

Section 32-35. Games. The playing of games involving thrown or otherwise propelled objects such as balls, stones, arrows, javelins or ~~model airplanes~~ aircrafts except in areas set apart for such forms of recreation is prohibited. The playing of rough or comparatively dangerous games such as golf, football, baseball and soccer is prohibited except on the fields and courts or areas provided therefor. Inline skating and skateboarding shall be confined to those areas specifically designed for such pastimes.

SECTION 10. Section 32-38 – Parks and Recreation is amended by adding the underlined language and deleting stricken material as follows:

Section 32-38. Domestic Animals. ~~No animals other than dogs are permitted in parks. All animals within parks must be leashed.~~ Dogs are permitted only in such areas as may be clearly marked by the signs bearing the words "leashed dogs are allowed on trails and open areas only." Nothing herein shall be construed as permitting the running of dogs at-large. Dogs in those areas where such animals are permitted shall be restrained at all times on adequate leashes not greater than eight feet in length. ~~No person may walk more than two dogs in a city park at one time.~~ Service animals and police dogs are exempt from these restrictions.

SECTION 11. Section 32-39 – Parks and Recreation is amended by adding the underlined language and deleting stricken material as follows:

Section 32-39. Fishing. ~~It is unlawful for any person in a park to fish in any waters by the use of hook and line, net, trap, or other device, except in water designated by the director for that use, and under such regulations and restrictions as have been or may be prescribed by the park director.~~ Fishing by the use of hook-and-line, net, trap, or other device, is only allowed in designated areas and must follow state laws governing fishing.

SECTION 12. Section 32-40 – Parks and Recreation is amended by adding the underlined language and deleting stricken material as follows:

Section 32-40. Tampering with wildlife; hunting and trapping prohibited.
(a) —It is unlawful for a person to hunt, molest, harm, frighten, kill, trap, chase, tease, shoot or throw objects at an animal, reptile or bird or to remove or have in his possession the young of any wild animal, or the eggs or nest, or young of any reptile or bird. It is unlawful for any person in a park to pursue wildlife at any time.
(b) —~~No person shall give or offer, or attempt to give to any animal or bird any tobacco, alcohol or other known noxious substance.~~

SECTION 13. Section 32-41 – Parks and Recreation is amended by adding the underlined language and deleting stricken material as follows:

Section 32-41. Firearms. No person shall ~~use, carry, or possess~~ discharge firearms of any description or air rifles, spring guns, bow and arrow (except in an area designated for archery by the director), slings or any other form of weapons potentially inimical to wildlife or dangerous to human safety, or any instrument that can be loaded with and fire blank cartridges, or any kind of trapping device. Shooting into park areas from beyond park boundaries is prohibited.

SECTION 14. Section 32-44 – Parks and Recreation is amended by adding the underlined language and deleting stricken material as follows:

Section 32-44. Alcoholic Intoxicating Beverages.

(a) *Prohibition.* Except as provided in this section, the possession of ~~alcoholic~~ intoxicating beverages and the drinking of alcoholic beverages is prohibited in a park. Beer and wine may be consumed in Central Park, Shady Oak Beach, Burnes Park and Valley Park in areas designated by the director by permit only. The term "alcoholic beverage" has the meaning given by M.S.A. § 340A.101. No person shall bring beer into a park in kegs, barrels or other bulk tap quantities except by permit issued by the director.

(b) *Exceptions.* At certain specifically designated recreation centers where meals or lunches are served under concession privileges, the sale of alcoholic beverages by such concessionaire are permitted in accordance with City and State liquor laws and with approval of the necessary permits. ~~under the regulation and control of the director. Sale of alcoholic beverages may be made only in individual drinks (not in original packages or otherwise in bulk) and must be served for consumption solely on the immediate premises of the concession.~~

(c) *Drunkenness.* No person shall enter or remain in a park under the influence of intoxicating substances ~~liquor.~~

SECTION 15. Section 32-62 – Parks and Recreation is amended by adding the underlined language and deleting stricken material as follows:

Section 32-62. Operation Requirements.

(a) *State motor vehicle laws apply.* All applicable provisions of the state motor vehicle traffic laws in regard to equipment and operation of vehicles and the traffic regulations of this Code apply in parks.

(b) *Enforcement of traffic regulations.* Persons in parks shall obey traffic officers and park employees, such persons being hereby authorized and instructed to direct traffic whenever and wherever needed in the parks and on the highways, streets or roads immediately adjacent thereto in accordance with provisions of this section and such supplementary regulations as may be issued by the park director.

~~(c) Traffic signs. Persons in parks shall comply with all traffic signs indicating speed, direction, caution, stopping, or parking, and all other signs posted for proper control and to safeguard life and property.~~

(c ~~d~~) *Speed of vehicles.* No person shall ride or drive a vehicle at a rate of speed exceeding ten miles an hour in a park, except upon such roads as the director may designate, by posted signs, for speedier travel.

(d ~~e~~) *Operation confined to roads.* No person shall drive a vehicle on any area except the paved park roads or parking areas, or such other areas as may on occasion be specifically designated by the director as temporary parking areas except as otherwise provided for semi-annual trash drop-offs.

SECTION 16. Section 32-64 – Parks and Recreation is amended by adding the underlined language and deleting stricken material as follows:

Section 32-64. Bicycles.

(a) *Confined to roads.* No person may ride a bicycle in a park other than on a paved vehicular road or path designated for that purpose. A bicyclist must push a bicycle by hand over a grassy area or wooded trail or on a paved area reserved for pedestrian use unless prohibited by appropriate posting.

(b) *Operation.* No person may ride a bicycle in a park other than on the right-hand side of the road paving as close as conditions permit. Bicycles shall be kept in single file when two or more are operating as a group. Bicyclists must at all times operate their machines with reasonable regard to the safety of others, signal all turns, pass to the right of any vehicle they are overtaking, and pass to the right of any vehicle they may be meeting.

~~(c) Rider prohibited. Only one person per seat is permitted on a bicycle.~~

(c ~~d~~) *Racks.* No person may leave a bicycle in a place other than a bicycle rack when such is provided and there is a space available. Bicycles shall not be left lying on the ground or paving or set against trees, or in any place or position where other persons may trip over to be injured by them.

~~(e) Immobile bikes. No person may leave a bicycle lying on the ground or paving or set against trees, or in any place or position where other persons may trip over to be injured by them.~~

(d ~~f~~) *Night operation.* No person may ride a bicycle on any road or path between ten minutes after sunset and ten minutes before sunrise without an attached headlight plainly visible at least 200 feet in front of, and without a red taillight or red reflector plainly visible from at least 200 feet from the rear of the bicycle.

SECTION 17. SUMMARY PUBLICATION.

In accordance with Section 3.03 of the City Charter and Minnesota Statutes Section 412.191, the City Council determines the publication of the title and a summary of the Ordinance would clearly inform the public of its intent and effect, and so City staff shall have the following summary printed in the official City newspaper in lieu of the complete ordinance:

**ORDINANCE NO. 2025-1224
AN ORDINANCE ESTABLISHING AN AMENDING CHAPTER 32 OF THE HOPKINS
CITY CODE**

On March 18, 2025, the Hopkins City Council adopted Ordinance 2025-1224 that amends Chapter 32 of the Hopkins City Code. The purpose of amending the City Code is to make minor changes which clarified the code and aligned it with City and State processes. A printed copy of the ordinance is available for inspection during regular business hours at Hopkins City Hall and at the Hopkins Library and is available online at the City's website located at www.hopkinsmn.com.

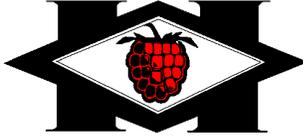
SECTION 18. The effective date of this ordinance shall be effective 90 days after publication.

First Reading:	March 4, 2025
Second Reading:	March 18, 2025
Date of Publication:	March 27, 2025
Date Ordinance Takes Effect:	March 27, 2025

By _____
Patrick Hanlon, Mayor

ATTEST:

Amy Domeier, City Clerk



CITY OF HOPKINS

Planning & Economic
Development

City Council Report 2025-044

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

From: Revée Needham, Community Development Manager

Date: March 18, 2025

Subject: Accept Petitions from Summit on 7 Homeowners and Set Public Hearing for the Creation of Housing Improvement Area

RECOMMENDED ACTION

MOTION TO accept petitions for the creation of a Housing Improvement Area for Summit on 7 and set the public hearing for April 15, 2025.

OVERVIEW

The City is authorized by state statute to establish housing improvement areas (HIAs) as a finance tool for private housing improvements. The city adopted an updated HIA policy in 2024 and has previously established four HIAs with no collection issues. The Summit on 7 Association submitted an initial HIA application on January 10, 2025. After reviewing several bids, Summit on 7 is requesting \$4.52 million to cover the improvement costs, totaling approximately \$4.99 million with city fees and soft costs.

The association submitted signed petitions March 10, 2025 from a majority of owners requesting the City Council schedule a public hearing to establish the HIA and impose fees. Per state statute, cities may only establish an HIA when 50% or more of the association owners petition the city to do so. The City set a higher 75% threshold in the HIA policy. Petitions were received from 75% of the owners at Summit on 7 and certified by staff. The establishment of the HIA is a request of the Summit on 7 condominium association and is not something the City has proposed to the residents.

HIA Overview

A Housing Improvement Area, authorized under the Minnesota Statutes Chapter 428A, allows cities to help arrange and finance rehabilitation for common areas of owner-occupied residential buildings, such as condominiums or townhouses. HIAs cannot be used for private area improvements that are the responsibility of individual owners. An HIA is a defined area where private housing improvements are made and where costs associated with the improvements are paid for by fees imposed on property owners. Within an HIA, the city has the authority to finance housing improvements through levying fees and assessments, and may issue bonds to pay for those improvements.

Ideally, an association reserves money from association dues to make needed improvements. In reality, associations often fail to reserve adequate funds due to a number of factors including limitations in annual dues increases set by the association

bylaws, failure to complete an accurate needs assessment and/or lack of an adequate corresponding budget. A one-time assessment to pay for major improvements is also problematic in that the escalating cost of repairs often puts a project out of reach for most homeowners and an assessment is often unaffordable if not allowed to be financed over time. It can also be more difficult for a condominium under shared ownership to obtain private financing for improvements, due to insufficient collateral as common areas have no real value that can be liened as security. Failure to obtain financing for needed improvements can result in entire developments being restricted from obtaining new mortgage lending, greatly impacting current owners' ability to sell and decreasing property values. HIAs are considered a financing of last resort. To apply for HIA financing, an association needs to demonstrate that they have exhausted other means of financing by submitting at least two denial letters from lenders. The association would need to have an accredited third party complete thirty-year plans to review their current reserves, assess future necessary improvements, and ensure the association is sufficiently on track to cover future expenses, avoiding the need for another HIA.

Background

Staff were initially approached by Doug Strandness, a consultant working with the Summit on 7 association in July 2024. Staff have met several times with Mr. Strandness and members of the association board to discuss the project. City Council approved an updated HIA policy on September 18, 2024. The Council held a work session on January 14, 2025 to discuss HIAs and were given an initial overview of the Summit on 7 project. Summit on 7 formally submitted their complete pre-application in January 2025, and have since submitted additional application materials including petitions to formally request that City Council hold a public hearing for the HIA creation.

Association Information

Summit on 7 is located at 1502 5th St N. The building was converted to condominiums in 2006, and the association is comprised of 62 condominium units. The condominiums are a mix of one-bedroom, two-bedroom, and three-bedroom units ranging in size from 770 sq. ft. to 1450 sq. ft. The median estimated market value is \$227,550 and the range is \$174,200 to \$261,600. The Association limits the number of rental units to 6 units in total.

Affordable Homeownership

All units at Summit on 7, even with HIA fees, will be affordable to households at 80% Area Median Income (AMI) based on the affordable homeownership limit of \$290,300 set by the Department of Housing and Urban Development. The creation of the Summit on 7 HIA will preserve affordable homeownership in Hopkins.

Proposed Scope of Work

Based on an initial engineering assessment by Encompass, the scope of work includes: roof replacement, façade/siding replacement, renovation of balconies, and replacement of all windows and doors.

Initial Cost Estimates

Summit on 7 requests \$4,520,000 in funding which includes approximately \$3,714,312 in hard costs and \$805,688 in soft costs. They received five bids for the improvements. Initial estimates for the cost of bond issuance would equate to \$4,985,000 in total costs

including funding for construction costs, bond issuance costs, and City administrative, legal, and financial costs.

The requested loan term is 20 years. The loan would be repaid by a fee attached to each unit. Hennepin County would receive the payments through the property tax system and pass through to the City. This is a low-risk way for the City to assist with bringing the property up to date to ensure many years of continued use for current and future owners. Preliminary estimates of the fees to be imposed on the housing units are based on the current interest rate, which is subject to change based on market conditions. Initial estimates, attached, range from an annual payment of \$5,516 to \$10,387 per unit.

Financing

The HIA would be funded using general obligation special assessment bonds. The bonds will not be sold until after construction costs are finalized. The association intends to use a construction loan to initially fund the construction. This temporary loan would be secured through the City's commitment to provide permanent take-out financing. This structure allows the permanent financing to be right-sized and removes the City from the draw request process.

HIA financing has been well-tested in the Twin Cities region and has not had a negative impact on the City's bond rating or resulted in negative cash flow for bond payment. The City is protected from financial risk in several ways:

- Repayment of the loan is made through the owner's real estate tax payments.
- In foreclosure events, tax liabilities, including special assessments, must be paid by any party that purchases the unit. In cases of foreclosure, HIA fees have been treated the same as special assessments.
- There would be a 105% debt coverage when the City issues bonds.
- A development agreement is required which will provide additional contractual conditions to ensure the financial stability of the association.

Next Steps

The next step in the process is to hold the public hearing for the first reading of the ordinance on April 15, 2025. If approved, there would be a second reading of the ordinance on May 6, 2025. Then the Ordinance would be published and mailed to the Commissioner of Revenue. There is a 45-day period where owners can object to the creation of the HIA. If less than 45% of owners file an objection, then the HIA would be established and the Development Agreement finalized. Then, Summit on 7 can finalize the construction loan and begin the work. After construction costs are finalized, the City will accept prepayments for the HIA fee and then issue debt to cover the balance of the construction cost.

SUPPORTING INFORMATION

- Initial Financing Estimates
- [Hyperlink to January 14, 2025 Council Work Session](#)
- [Hyperlink to HIA Policy](#)

City of Hopkins

Summit Housing Improvement Area

Financing Summary - **DRAFT February 17, 2025**

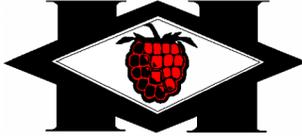
Sources and Uses of Funds	Amount
SOURCES OF FUNDS	
Par Amount of Bonds	\$ 4,985,000
Prepaid Assessments	\$ -
Association Funds	\$ -
TOTAL	\$ 4,985,000
USES OF FUNDS	
HIA Project Budget - Hard Costs	\$ 3,714,312
HIA Project Budget - Soft Costs	\$ 805,688
Rebate of prepaids special assessments	\$ -
Total Project Costs	\$ 4,520,000
Soft Costs (see detail below)	\$ 99,316
Underwriters Discount	\$ 59,820
Cost of Issuance	\$ 74,000
Capitalized Interest (Bond)	\$ 180,727
Rounding Amount	\$ 1,287
City Admin Fee (1%)	\$ 49,850
Total Soft and Loan Costs	\$ 465,000
TOTAL	\$ 4,985,000
Financing Information	
Term (years)	20
All Inclusive Cost	5.46%
All Inclusive Cost Plus 200 bps	7.46%
Average Annual Debt Service	\$ 487,503
Required Coverage (105%)	\$ 511,878
Annual Dues Paid	\$ 511,878
Average Annual Assessment - Per Unit	\$ 8,256
Average Assessment if Monthly - Per Unit	\$ 688
Average Total Assessment - Per Unit - If Prepaid	\$ 80,403
Project Soft Costs Detail (included in Bond Amount)	
City Legal Fees (estimate)	\$ 20,000
City Financial Advisor Fees (estimate)	\$ 15,000
Public Hearing/Legal Notice Fees	\$ 1,500
Ongoing Bond Consulting Expenses - To City (Con Disc, Pay Agent) - .05% of Bond Amount	\$ 62,816
TOTAL	\$ 99,316

City of Hopkins

Summit HIA

Assessment Allocation - February 2025

#	PID	Building	Unit No.	Sq. Ft	Percentage Interest	Total Common Area Construction Cost	Total Financing & Soft Costs	Total Costs (BEFORE BOND SALE)	Annual Fee (105% of Total Costs)	Total P & I Paid Per Unit (105%) - Non prepaid only	Rebate to Owners for Prepaid Assessments	Total Annual Fee With \$10 City Admin. Charge
1	241172220078	1502 5th Str. N	200	770	1.0776%	\$48,707.58	\$5,010.84	\$53,718.42	\$5,516	\$110,320		\$5,526
2	241172220079	1502 5th Str. N	201	1,000	1.3995%	\$63,256.60	\$6,507.59	\$69,764.18	\$7,164	\$143,273		\$7,174
3	241172220080	1502 5th Str. N	202	1,086	1.5198%	\$68,696.66	\$7,067.24	\$75,763.90	\$7,780	\$155,594		\$7,790
4	241172220081	1502 5th Str. N	203	787	1.1014%	\$49,782.94	\$5,121.47	\$54,904.41	\$5,638	\$112,756		\$5,648
5	241172220082	1502 5th Str. N	204	1,105	1.5464%	\$69,898.54	\$7,190.88	\$77,089.42	\$7,916	\$158,317		\$7,926
6	241172220083	1502 5th Str. N	205	787	1.1014%	\$49,782.94	\$5,121.47	\$54,904.41	\$5,638	\$112,756		\$5,648
7	241172220084	1502 5th Str. N	207	826	1.1560%	\$52,249.95	\$5,375.27	\$57,625.21	\$5,917	\$118,343		\$5,927
8	241172220085	1502 5th Str. N	208	1,448	2.0265%	\$91,595.55	\$9,422.99	\$101,018.54	\$10,373	\$207,459		\$10,383
9	241172220086	1502 5th Str. N	209	1,445	2.0223%	\$91,405.78	\$9,403.46	\$100,809.24	\$10,351	\$207,029		\$10,361
10	241172220087	1502 5th Str. N	210	1,450	2.0292%	\$91,722.06	\$9,436.00	\$101,158.06	\$10,387	\$207,746		\$10,397
11	241172220088	1502 5th Str. N	211	1,450	2.0292%	\$91,722.06	\$9,436.00	\$101,158.06	\$10,387	\$207,746		\$10,397
12	241172220089	1502 5th Str. N	212	1,298	1.8165%	\$82,107.06	\$8,446.85	\$90,553.91	\$9,298	\$185,968		\$9,308
13	241172220090	1502 5th Str. N	213	1,012	1.4163%	\$64,015.67	\$6,585.68	\$70,601.35	\$7,250	\$144,992		\$7,260
14	241172220091	1502 5th Str. N	300	770	1.0776%	\$48,707.58	\$5,010.84	\$53,718.42	\$5,516	\$110,320		\$5,526
15	241172220092	1502 5th Str. N	301	1,000	1.3995%	\$63,256.60	\$6,507.59	\$69,764.18	\$7,164	\$143,273		\$7,174
16	241172220093	1502 5th Str. N	302	1,086	1.5198%	\$68,696.66	\$7,067.24	\$75,763.90	\$7,780	\$155,594		\$7,790
17	241172220094	1502 5th Str. N	303	787	1.1014%	\$49,782.94	\$5,121.47	\$54,904.41	\$5,638	\$112,756		\$5,648
18	241172220095	1502 5th Str. N	304	1,105	1.5464%	\$69,898.54	\$7,190.88	\$77,089.42	\$7,916	\$158,317		\$7,926
19	241172220096	1502 5th Str. N	305	787	1.1014%	\$49,782.94	\$5,121.47	\$54,904.41	\$5,638	\$112,756		\$5,648
20	241172220097	1502 5th Str. N	307	1,030	1.4415%	\$65,154.29	\$6,702.82	\$71,857.11	\$7,379	\$147,571		\$7,389
21	241172220098	1502 5th Str. N	308	1,448	2.0265%	\$91,595.55	\$9,422.99	\$101,018.54	\$10,373	\$207,459		\$10,383
22	241172220099	1502 5th Str. N	309	1,445	2.0223%	\$91,405.78	\$9,403.46	\$100,809.24	\$10,351	\$207,029		\$10,361
23	241172220100	1502 5th Str. N	310	1,450	2.0292%	\$91,722.06	\$9,436.00	\$101,158.06	\$10,387	\$207,746		\$10,397
24	241172220101	1502 5th Str. N	311	1,450	2.0292%	\$91,722.06	\$9,436.00	\$101,158.06	\$10,387	\$207,746		\$10,397
25	241172220102	1502 5th Str. N	312	1,298	1.8165%	\$82,107.06	\$8,446.85	\$90,553.91	\$9,298	\$185,968		\$9,308
26	241172220103	1502 5th Str. N	313	1,195	1.6724%	\$75,591.63	\$7,776.57	\$83,368.20	\$8,561	\$171,211		\$8,571
27	241172220104	1502 5th Str. N	401	1,000	1.3995%	\$63,256.60	\$6,507.59	\$69,764.18	\$7,164	\$143,273		\$7,174
28	241172220105	1502 5th Str. N	402	1,086	1.5198%	\$68,696.66	\$7,067.24	\$75,763.90	\$7,780	\$155,594		\$7,790
29	241172220106	1502 5th Str. N	403	787	1.1014%	\$49,782.94	\$5,121.47	\$54,904.41	\$5,638	\$112,756		\$5,648
30	241172220107	1502 5th Str. N	404	1,105	1.5464%	\$69,898.54	\$7,190.88	\$77,089.42	\$7,916	\$158,317		\$7,926
31	241172220108	1502 5th Str. N	405	787	1.1014%	\$49,782.94	\$5,121.47	\$54,904.41	\$5,638	\$112,756		\$5,648
32	241172220109	1502 5th Str. N	407	1,030	1.4415%	\$65,154.29	\$6,702.82	\$71,857.11	\$7,379	\$147,571		\$7,389
33	241172220110	1502 5th Str. N	408	1,448	2.0265%	\$91,595.55	\$9,422.99	\$101,018.54	\$10,373	\$207,459		\$10,383
34	241172220111	1502 5th Str. N	409	1,445	2.0223%	\$91,405.78	\$9,403.46	\$100,809.24	\$10,351	\$207,029		\$10,361
35	241172220112	1502 5th Str. N	410	1,450	2.0292%	\$91,722.06	\$9,436.00	\$101,158.06	\$10,387	\$207,746		\$10,397
36	241172220113	1502 5th Str. N	411	1,450	2.0292%	\$91,722.06	\$9,436.00	\$101,158.06	\$10,387	\$207,746		\$10,397
37	241172220114	1502 5th Str. N	412	1,298	1.8165%	\$82,107.06	\$8,446.85	\$90,553.91	\$9,298	\$185,968		\$9,308
38	241172220115	1502 5th Str. N	413	1,195	1.6724%	\$75,591.63	\$7,776.57	\$83,368.20	\$8,561	\$171,211		\$8,571
39	241172220116	1502 5th Str. N	500	798	1.1168%	\$50,478.76	\$5,193.05	\$55,671.82	\$5,717	\$114,332		\$5,727
40	241172220117	1502 5th Str. N	501	1,187	1.6612%	\$75,085.58	\$7,724.51	\$82,810.08	\$8,503	\$170,065		\$8,513
41	241172220118	1502 5th Str. N	502	1,086	1.5198%	\$68,696.66	\$7,067.24	\$75,763.90	\$7,780	\$155,594		\$7,790
42	241172220119	1502 5th Str. N	503	1,160	1.6234%	\$73,377.65	\$7,548.80	\$80,926.45	\$8,310	\$166,197		\$8,320
43	241172220120	1502 5th Str. N	504	1,105	1.5464%	\$69,898.54	\$7,190.88	\$77,089.42	\$7,916	\$158,317		\$7,926
44	241172220121	1502 5th Str. N	505	1,255	1.7564%	\$79,387.03	\$8,167.02	\$87,554.05	\$8,990	\$179,807		\$9,000
45	241172220122	1502 5th Str. N	508	1,448	2.0265%	\$91,595.55	\$9,422.99	\$101,018.54	\$10,373	\$207,459		\$10,383
46	241172220123	1502 5th Str. N	509	1,445	2.0223%	\$91,405.78	\$9,403.46	\$100,809.24	\$10,351	\$207,029		\$10,361
47	241172220124	1502 5th Str. N	510	1,450	2.0292%	\$91,722.06	\$9,436.00	\$101,158.06	\$10,387	\$207,746		\$10,397
48	241172220125	1502 5th Str. N	511	1,450	2.0292%	\$91,722.06	\$9,436.00	\$101,158.06	\$10,387	\$207,746		\$10,397
49	241172220126	1502 5th Str. N	512	1,298	1.8165%	\$82,107.06	\$8,446.85	\$90,553.91	\$9,298	\$185,968		\$9,308
50	241172220127	1502 5th Str. N	513	1,195	1.6724%	\$75,591.63	\$7,776.57	\$83,368.20	\$8,561	\$171,211		\$8,571
51	241172220128	1502 5th Str. N	600	798	1.1168%	\$50,478.76	\$5,193.05	\$55,671.82	\$5,717	\$114,332		\$5,727
52	241172220129	1502 5th Str. N	601	1,187	1.6612%	\$75,085.58	\$7,724.51	\$82,810.08	\$8,503	\$170,065		\$8,513
53	241172220130	1502 5th Str. N	602	1,086	1.5198%	\$68,696.66	\$7,067.24	\$75,763.90	\$7,780	\$155,594		\$7,790
54	241172220131	1502 5th Str. N	603	1,160	1.6234%	\$73,377.65	\$7,548.80	\$80,926.45	\$8,310	\$166,197		\$8,320
55	241172220132	1502 5th Str. N	604	1,105	1.5464%	\$69,898.54	\$7,190.88	\$77,089.42	\$7,916	\$158,317		\$7,926
56	241172220133	1502 5th Str. N	605	1,255	1.7564%	\$79,387.03	\$8,167.02	\$87,554.05	\$8,990	\$179,807		\$9,000
57	241172220134	1502 5th Str. N	700	798	1.1168%	\$50,478.76	\$5,193.05	\$55,671.82	\$5,717	\$114,332		\$5,727
58	241172220135	1502 5th Str. N	701	1,187	1.6612%	\$75,085.58	\$7,724.51	\$82,810.08	\$8,503	\$170,065		\$8,513
59	241172220136	1502 5th Str. N	702	1,086	1.5198%	\$68,696.66	\$7,067.24	\$75,763.90	\$7,780	\$155,594		\$7,790
60	241172220137	1502 5th Str. N	703	1,160	1.6234%	\$73,377.65	\$7,548.80	\$80,926.45	\$8,310	\$166,197		\$8,320
61	241172220138	1502 5th Str. N	704	1,105	1.5464%	\$69,898.54	\$7,190.88	\$77,089.42	\$7,916	\$158,317		\$7,926
62	241172220139	1502 5th Str. N	705	1,255	1.7564%	\$79,387.03	\$8,167.02	\$87,554.05	\$8,990	\$179,807		\$9,000
TOTAL				71,455	100%	\$4,520,000	\$465,000	\$4,985,000	\$511,878.15	\$10,237,562.97	\$0.00	\$512,498.15



Engineering Department

CITY OF HOPKINS

City Council Report 2025-042

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

From: Eric Klingbeil, City Engineer

Date: March 18, 2025

Subject: Three Rivers Park District - Public Trailway Perpetual Easement and Permanent Irrevocable Permit, and Temporary Construction Easement

RECOMMENDED ACTION

MOTION TO Authorize Mayor and City Manager to approve Public Trailway Perpetual Easement and Permanent Irrevocable Permit, and Temporary Construction Easement with Three Rivers Park District.

OVERVIEW

At the September 10, 2024 City Council Meeting, the 11th Avenue Corridor Study was presented. Part of this corridor study analyzed the portion of 11th Avenue South from 1st Street South to 5th Street South, and 5th Street South to Landmark Trail. While the portion of 11th Avenue South between 1st Street South and 5th Street South was identified as a segment that is providing for the needs of the corridor, 5th Street South to Landmark Trail identified as a candidate for a “road diet” as a mechanism for reducing traffic speeds and increasing pedestrian facilities.

City staff has worked with Three Rivers Park District (the District) to design improvements to the existing Nine Mile Creek Trail in the corridor to fit within the corridor study results. The District is proposing to reconstruct the existing trail from 7th Avenue South to Excelsior Boulevard, and as part of that reconstruction performing a road diet on 11th Avenue South from the railroad bridge near 5th Street South to 11th Avenue South. The roadway will be narrowed to 3 lanes, down from the current 4 lane configuration.

Since this improved trail is being constructed within City Right-of-Way and City owned parcels, but will be owned and maintained by the District, the District desired to have a mechanism to preserve and allow for continued use and existence of the trail.

- A Trailway Easement with Limited Use Permit (LUP) Provisions has been developed to serve this function for portions of the trail within City owned Parcels and right-of-way.
- A Temporary Construction Easement has been developed to address the temporary grading and restoration activities within City owned parcels necessary for trail construction.

All construction and future maintenance costs are being funded by the District.

SUPPORTING INFORMATION

- Temporary Construction Easement
- Public Trailway Perpetual Easement and Permanent Irrevocable Permit

**PUBLIC TRAILWAY PERPETUAL EASEMENT AND
PERMANENT IRREVOCABLE PERMIT**

This Public Trailway Easement ("Easement") and Permanent Irrevocable Permit ("Permit"), made this _____ day of _____, 2025 by the City of Hopkins, a Minnesota municipal corporation ("Grantor") to Three Rivers Park District, a political subdivision of the State of Minnesota, Hennepin County, Minnesota ("Grantee").

RECITALS

WHEREAS, Grantor and Grantee entered into a Trailway Cooperative Agreement ("Agreement") for Nine Mile Creek Regional Trail ("Trail") dated as of March 5, 2012; and

WHEREAS, pursuant to the Agreement, Grantor agreed to convey to Grantee an Easement and/or Permit as further described herein and Grantee agreed to accept the Easement and/or Permit according to the terms and conditions contained herein; and

WHEREAS, Grantor is the fee owner of certain real property in Hennepin County, Minnesota, legally described on the attached Exhibit A ("Easement Area"); and

WHEREAS, Grantor is not the fee owner, but has legal authority to construct, maintain and operate sidewalks, trails, and other such publicways and permit within the area legally described on the attached Exhibit B ("Permit Area"); and

WHEREAS, said Easement provided by the Grantor does not convey ownership of lands within the Easement and Permit Areas to the Grantee.

NOW THEREFORE, in consideration of mutual covenants contained within the Agreement referenced above, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Grantor agrees to as follows:

TERMS OF PERPETUAL EASEMENT AND PERMANENT IRREVOCABLE PERMIT

- 1.) Grant of Easement. Grantor grants and conveys to the Grantee the Easement legally described and depicted on the attached Exhibit A. The Easement shall be perpetual, shall run with the land, shall be binding upon Grantor and its successors and assigns and shall be for the benefit of Grantee and its successors and assigns. The Easement shall be non-exclusive; provided, however, this Easement shall be prior to and superior to any other easement hereinafter granted. Any future easement shall be subject to and subordinate to, and shall not interfere with, the Easement without the consent, in writing, of Grantee.
- 2.) Grant of Permit. Grantor grants and conveys to the Grantee the permanent, irrevocable Permit legally described and depicted on the attached Exhibit B. In accordance with the Agreement, the Grantor may substitute a Permit for an Easement only where the Grantor currently does not own property rights sufficient to convey an Easement. The Permit shall be permanent, shall be binding upon Grantor and its successors and assigns and shall be for the benefit of Grantee and its successors and assigns. The Permit shall be non-exclusive; provided, however, this Permit shall be prior to and superior to any other permitted use of the Permitted Area, hereinafter granted. Any future permit shall be subject to and subordinate to, and shall not interfere with, the Permit without the consent, in writing, of Grantee.

- 3.) Scope of Easement and Permit. The perpetual non-exclusive Easement and Permit granted herein includes the right of the Grantee, its contractors, agents, and employees to locate, install, construct, reconstruct, operate, maintain, inspect, alter and repair within the described Easement and Permits Areas any of the following facilities and amenities: public sidewalk or trail, trail signage, informational kiosks, benches, bicycle repair stations, bike racks, fences, trail bridges/tunnels, and any other trail related structure.
- 4.) Obstructions. Grantee shall at all times have the right to keep the Easement Area and Permit Area clear of all buildings, structures, fences, trees, shrubbery, undergrowth, roots and other obstructions that may interfere with or endanger usage of the Trail.
- 5.) Trail Use and Purposes. This Easement and Permit is for public trailway purposes only. The Trail shall be open to the general public, and be used exclusively for outdoor recreation and commuting, including but not limited to walking, jogging, skating, biking, and uses allowed under State and Federal law including, but not limited to, other personal driven mobility devices (OPDMD's) and electric personal assistive devices. In addition, motor vehicles used for maintenance, law enforcement or other public uses will be permitted within the Easement and Permit Areas.
- 6.) Loss of Property Rights. Grantor warrants that it will defend and indemnify Grantee against any loss, expense, or interruption to the contiguity of the Trail, and further shall, at its own expense, take all necessary action, including, but not limited to, the use of eminent domain to secure a continuous and contiguous trail corridor. These obligations of Grantor may be specifically enforced by Grantee and further all costs of such enforcement, including reasonable attorney's fees, shall be paid by Grantor.
- 7.) Property Rights and Execution Authority. The Grantor warrants that it 1) owns good and marketable title to the Easement Area, 2) has legal rights to construct, maintain and operate sidewalks, trails and other such publicways within the Permit Area, 3) has the right, title and capacity to convey the Easement and Permit to Grantee, and 4) that the undersigned is authorized to execute this Easement and Permit.
- 8.) Environmental Matters. Grantor shall provide Grantee written documentation of any and all previously and/or currently present hazardous materials, pollutants, or other contaminants within the Easement and Permit Areas known to the Grantor. Grantee shall not be responsible for any costs, expenses, damages, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suits or proceedings based upon the release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Easement and Permit Areas prior to the date of this instrument.

In witness whereof, the said parties have caused this instrument to be executed on the date and year first written above.

HOPKINS

Its Mayor

Its City Manager

State of Minnesota)
) S.S.
County of Hennepin)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ and _____, the Mayor and City Manager, respectively of the City of Hopkins, a Minnesota municipal corporation, Grantor.

Notary Public

Notary Stamp or Seal

This instrument drafted by:
Eric Quiring
Three Rivers Park District
3000 Xenium Lane North
Plymouth, MN 55441

**EXHIBIT A
PUBLIC TRAILWAY EASEMENT
LEGAL DESCRIPTION**

PERPETUAL TRAILWAY EASEMENT BOUNDED BY THE AREA DESCRIBED BELOW; OVER, UNDER, AND ACROSS LOTS 13-21, BLOCK 58, "WEST MINNEAPOLIS", ACCORDING TO THE RECORDED PLAT THEREOF, HENNEPIN COUNTY, MINNESOTA.

SAID PERMANENT EASEMENT BEING DESCRIBED AS:

THE WEST 25.00' OF LOTS 14-19, BLOCK 58, "WEST MINNEAPOLIS", HENNEPIN COUNTY, MINNESOTA

ALSO

THE WEST 16.00' OF LOT 13 AND LOT 20, BLOCK 58, "WEST MINNEAPOLIS", HENNEPIN COUNTY, MINNESOTA

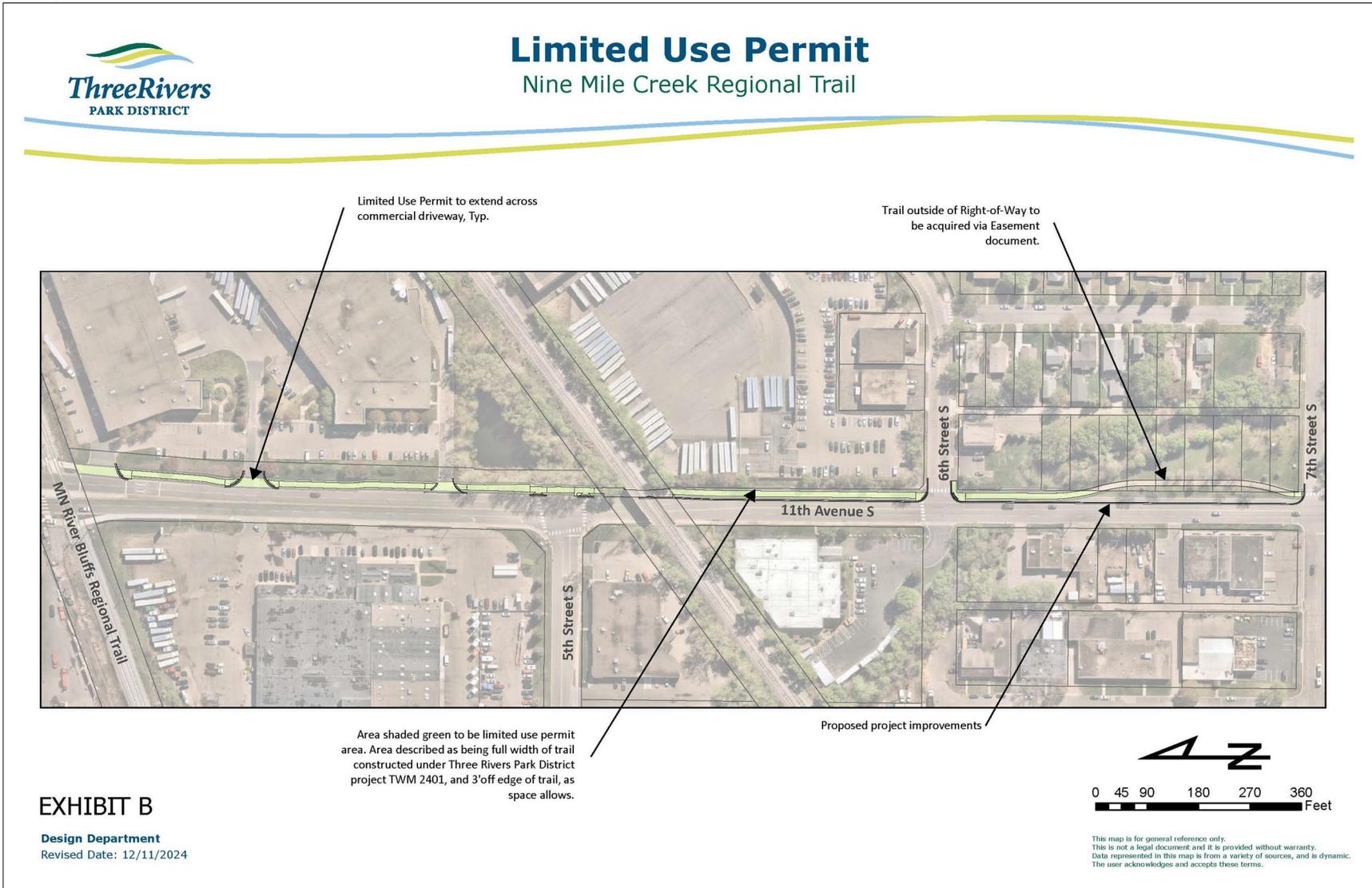
ALSO

THE WEST 2.00' OF THE SOUTH 25.00' OF LOT 21, BLOCK 58, "WEST MINNEAPOLIS", HENNEPIN COUNTY, MINNESOTA

**EXHIBIT B
PUBLIC TRAILWAY PERMIT
LEGAL DESCRIPTION**

The Use Area:

Area described as being full width of trail constructed under Three Rivers Park District project TWM 2401, and 3' off edge of trail, as space allows.



TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement ("Easement"), made this _____ day of _____, 2025 by the City of Hopkins, a Minnesota municipal corporation ("Grantor") to Three Rivers Park District, a political subdivision of the State of Minnesota, Hennepin County, Minnesota ("Grantee").

RECITALS

WHEREAS, Grantor is the fee owner of certain real property in Hennepin County, Minnesota, legally described on the attached Exhibit A ("Easement Area"); and

WHEREAS, Grantor desires to grant to Grantee a temporary construction easement on the Easement Area as depicted on Exhibit A according to the terms and conditions contained herein.

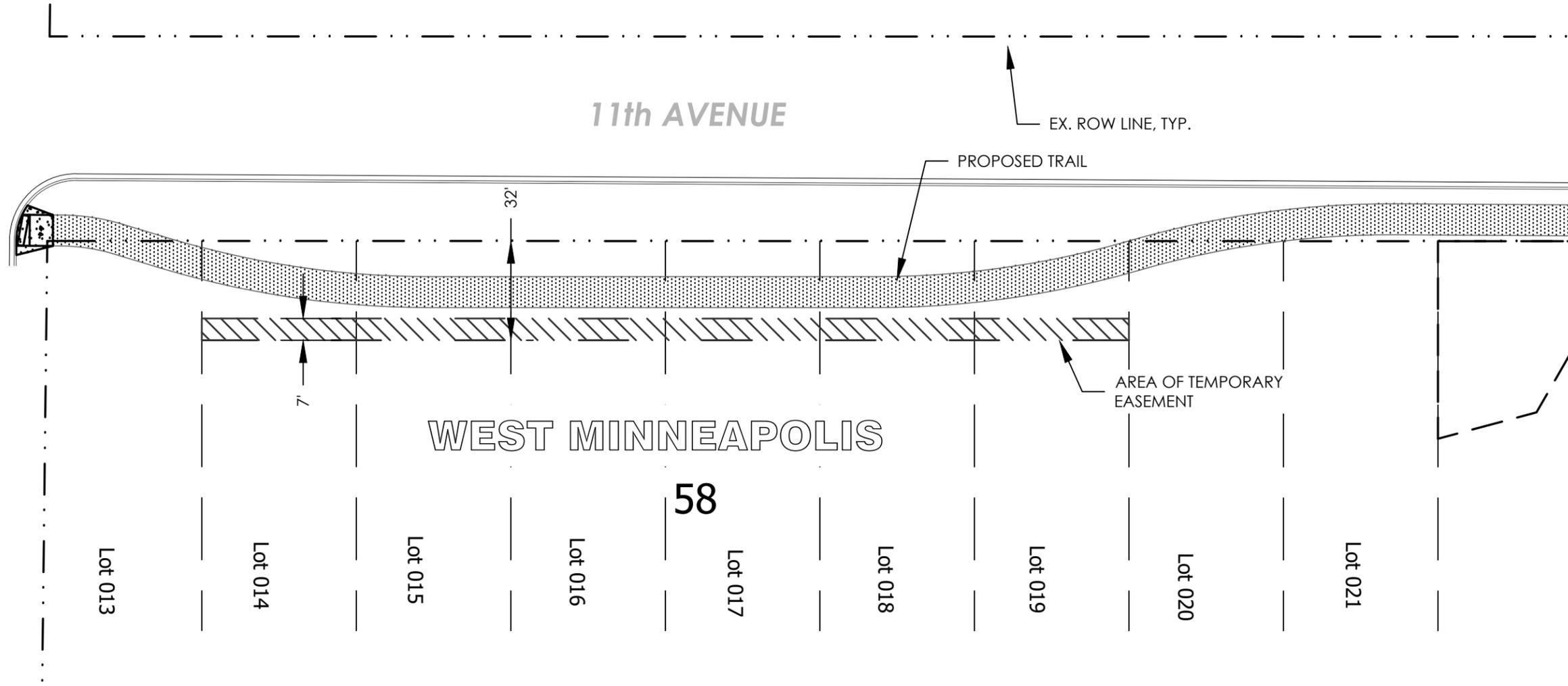
NOW THEREFORE, in consideration of mutual covenants contained within the Agreement referenced above, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Grantor agrees to as follows:

TERMS OF EASEMENT

- 1.) Grant of Easement. Grantor grants and conveys to the Grantee a temporary construction easement for construction purposes, legally described and depicted on the attached Exhibit A.
- 2.) Scope of Easement. The non-exclusive Easement granted herein includes the right of the Grantee, its contractors, agents, and employees to enter the described Easement Area at all reasonable times for the purposes of construction, grading, sloping, and restoration purposes, and all purposes ancillary thereto, together with the right to remove trees, shrubs, or other vegetation in the Easement Area, to move and remove equipment, and to perform any other work necessary and incident to the construction of the Nine Mile Creek Regional Trail.
- 3.) Property Rights and Execution Authority. The Grantor warrants that it is the owner of the Easement Area and it has the right, title, and capacity to convey to Grantee the Easement herein.
- 4.) Duration. This Easement and the rights granted hereunder shall commence on May 1, 2025 and expire on July 1, 2026. Upon expiration of this Easement, Grantee shall remove any equipment and shall restore the Easement Area to be consistent with the turf establishment plans for the project.
- 5.) Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantor, its successors and assigns.
- 6.) Assignment. Grantor consents to the assignment of this Easement to another public entity.

EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT

7TH STREET SOUTH



THE FOLLOWING IS A DESCRIPTION OF A TEMPORARY CONSTRUCTION AND GRADE ALTERATION EASEMENT BOUNDED BY THE AREA DESCRIBED BELOW; OVER, UNDER, AND ACROSS LOTS 14-19, BLOCK 58, "WEST MINNEAPOLIS", ACCORDING TO THE RECORDED PLAT THEREOF, HENNEPIN COUNTY, MINNESOTA.

SAID TEMPORARY EASEMENT BEING DESCRIBED AS:

THE EAST 7.00' OF THE WEST 32.00' OF LOTS 14-19, BLOCK 58, HENNEPIN COUNTY, MINNESOTA.



CITY OF HOPKINS

Engineering Department

City Council Report 2025-043

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

From: Eric Klingbeil, City Engineer

Date: March 18, 2025

Subject: Temporary Permit to Construct for Governmental Entities - MnDOT

RECOMMENDED ACTION

MOTION TO Authorize Mayor and City Manager to approve Temporary Permit to Construct for Governmental Entities.

OVERVIEW

During the 2019 Street and Utility Reconstruction project, in response to significant neighborhood request, the feasibility of adding a connection between Cambridge Street (near Van Buren Avenue) and the Cedar Lake Trail was investigated. A design was completed, but budgetary restrictions did not allow for the inclusion of the improvements as part of the project.

Recently, staff has coordinated with MnDOT to include these improvements with other MnDOT work in the area. Design is progressing, with construction anticipated to occur in 2025.

While the majority of the project is being constructed within MnDOT right-of-way along TH7, portions of trail, including the ADA accessible route, will need to be constructed in a parcel owned by the City of Hopkins. To allow for this construction, MnDOT utilizes a Temporary Permit to Construct for Governmental Entities.

All construction costs are being funded by MnDOT.

SUPPORTING INFORMATION

- Temporary Permit to Construct for Governmental Entities
- Draft Trail Connection Layout

TEMPORARY PERMIT TO CONSTRUCT FOR GOVERNMENTAL ENTITIES

C.S. 2772 (169=5;383) 902
Parcel 254
County of Hennepin
City of Hopkins

Dated: December 6, 2024

The State of Minnesota, Minnesota Department of Transportation, by its Commissioner of Transportation, a state agency, has established and designated the route of Trunk Highway No. 169 in Hennepin County, Minnesota.

The City of Hopkins has an interest in real property (Cedar Lake Trail) as shown on attached EXHIBIT A.

And

It is necessary that the State of Minnesota use for highway purposes real property situated in Hennepin County, Minnesota, as shown in green on attached EXHIBIT A.

The undersigned, having an interest in the above-described real property, understand that they are not required to surrender possession of the property without just compensation and are not required to surrender lawfully occupied real property without at least 90 days' notice.

By signing this Permit, the undersigned waives these rights and grants to the State of Minnesota the immediate right to enter the above-described property to construct pedestrian trail / ramp.

This Permit will expire on December 1, 2028, or when construction has been completed.

Name/Title

Signature Date

Name/Title

Signature Date

EXHIBIT "A"

C.S. 2772(169=383)902

S.P. 2706-240

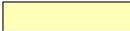
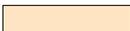
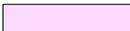
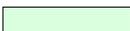
COUNTY: Hennepin

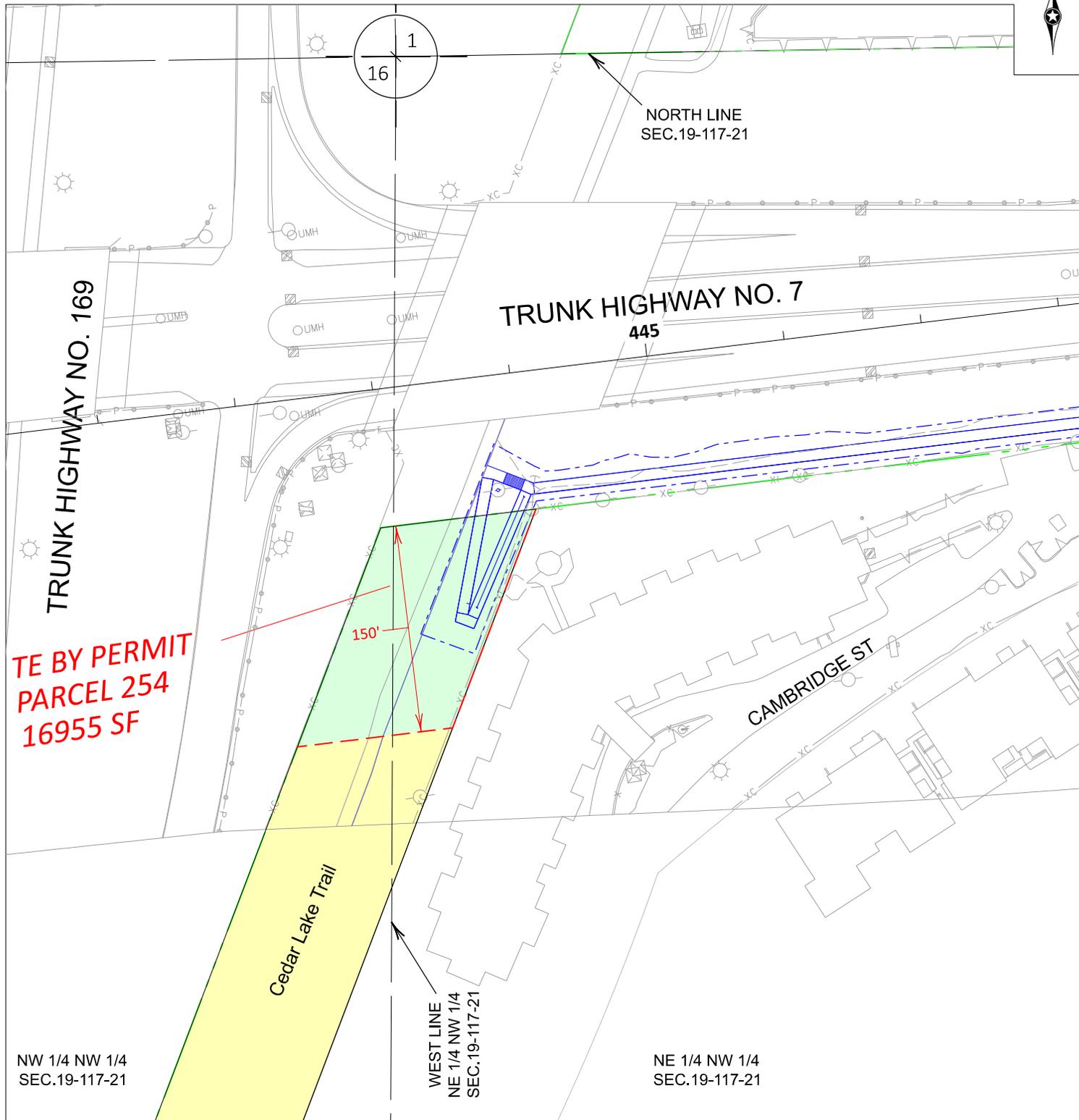
PARCEL NUMBER: 254

PAGE 1 OF 1

OWNER: City of Hopkins

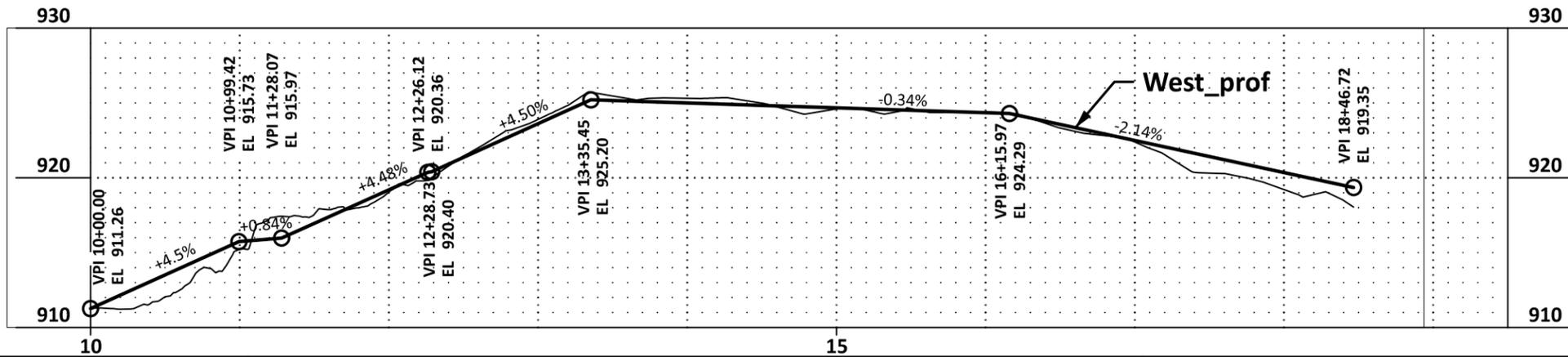
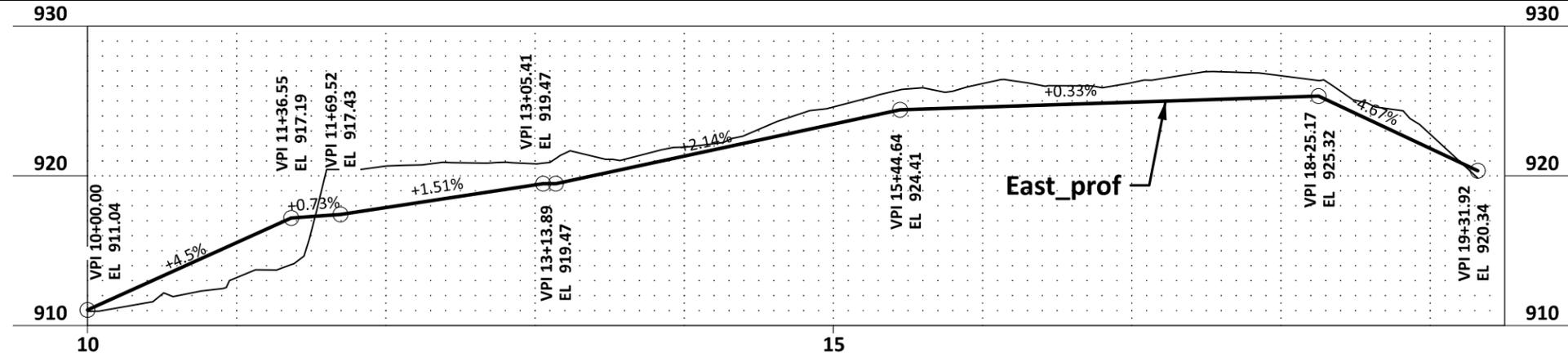
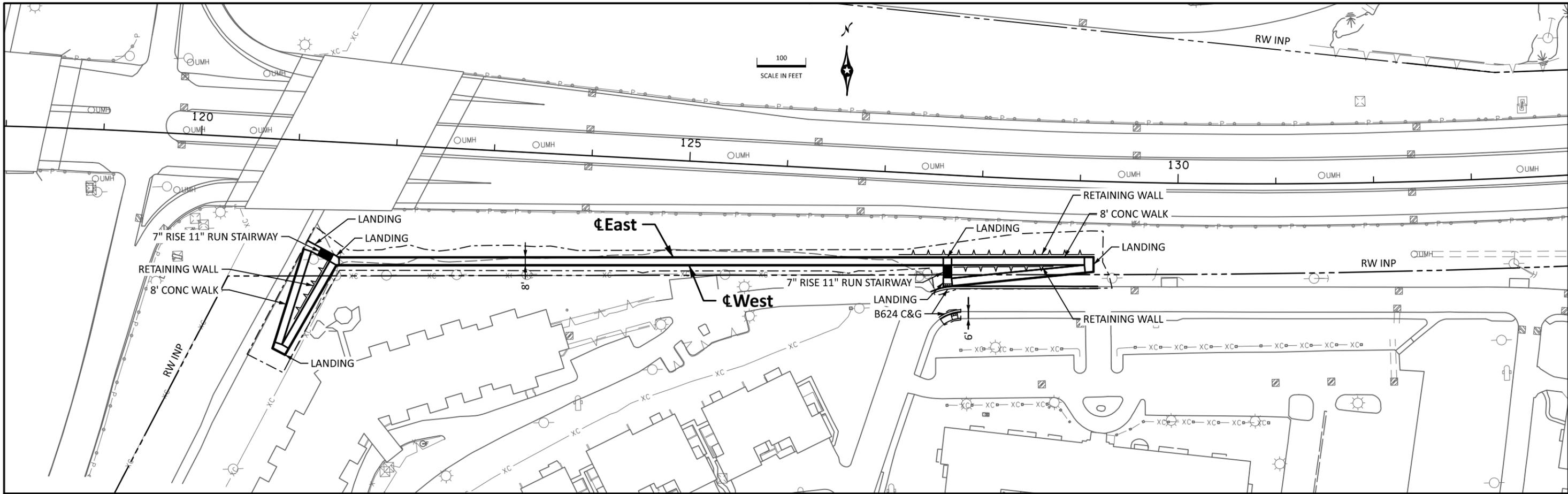
SCALE 1" = 100 ft.

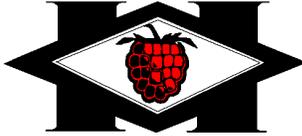
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|---|--|--|
|  Parent Tract |  Existing Highway Easement to be purchased in FEE |  Existing Access Control |
|  New Right of Way (Fee) or Highway Easement |  Existing Other Roads Easement to be purchased in FEE |  Inplace R/W Line |
|  Temporary Easement |  Permanent Easement |  New Access Control |
| | |  New R/W Line |
| | |  Temporary Easement |
| | |  Proposed Construction |



PLOTTED/REVISED: 12-DEC-2024

PLOT NAME: p2706240_000gem
 PATH & FILENAME: Projects\DM ROS\00712706\240\PreDesign\Layouts\p2706240_000gem.dgn





Administration

CITY OF HOPKINS

City Council Report 2025-047

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

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

Date: March 18, 2025

Subject: Transfer of the Property at 101 Oakwood Road to the Hopkins Housing and Redevelopment Authority

RECOMMENDED ACTION

MOTION TO approve Resolution 2025-019 transferring the property at 101 Oakwood Road to the Hopkins Housing Redevelopment Authority.

OVERVIEW

In 2022, the City was approached by the property owner at 101 Oakwood Road in pursuit of a reasonable accommodation request to allow for a sober home of eight (8) individuals, where the City Code allows for no more than six (6) individuals to live in a sober home. The reasonable accommodation process allows for a property owner to seek relief from the City's code when there may be a violation of the property owner's access to housing under the Federal Fair Housing law. Staff processed this application over the course of 2022 and recommended denial. The property owner appealed this decision to the City Council who also recommended denial. Following these denials, the property owner sued the City of Hopkins alleging discrimination.

Legal proceedings began in 2023, and the City was assigned a defense attorney through the League of Minnesota Cities Insurance Trust (LMCIT). It was ultimately advised by the City's legal council to settle the matter through the purchase of the property in December 2024. The LMCIT incurred litigation costs and made settlement payments totaling \$189,234.90 in relation to the negotiated settlement with the property owner. This was a covered claim under the City's insurance policy. The City was responsible for \$41,415.42 of the total cost, which will be paid out of the insurance risk fund. The purchase of the home was made by the City's Economic Development Authority for \$618,500.

The property is a two (2) story single family home, with 8 bedrooms, 2.5 baths, is 3166 finished square feet located in the Interlachen neighborhood and was used previously as housing for nuns who served the adjacent church. As of 2024, the taxable market value for the home was \$528,300, and a notes from the Hennepin County Auditor describes the property as "*Main floor poor layout. Functional depreciation. In need of repairs.*" Upon taking ownership of the property, the City immediately repaired a dilapidated porch off and noted several issues with the home including extensive damage to the first-floor bathroom as well as needed repairs to the boiler.

The City has held two closed meetings to discuss options with the property. Under Minnesota State Statute 13D.05 subd. 03, cities may close a public meeting when discussing matters of real estate to:

- (1) to determine the asking price for real or personal property to be sold by the government entity;
- (2) to review confidential or protected nonpublic appraisal data under section 13.44, subdivision 3; and
- (3) to develop or consider offers or counter offers for the purchase or sale of real or personal property.

An agreement reached that is based on an offer considered at a closed meeting is contingent on approval of the public body at an open meeting. The actual purchase or sale must be approved at an open meeting after the notice period required by statute or the governing body's internal procedures, and the purchase price or sale price is public data.

In the two closed meetings in February and March, staff and the City attorney presented alternatives on how to best sell the home as well as market research from real estate agents and homebuilders on the value of the home. During those meetings, the Council determined the value of the property and selected a real estate agent to sell the home.

To sell the home, the City will need to transfer ownership of the property from the City of Hopkins to the Hopkins Housing and Redevelopment Authority as the regulations for home sale by the HRA are significantly more flexible than the rules of the City Charter. At a special HRA meeting following tonight's council meeting, the HRA Board will review a seller's agreement with Desroches Realty Group for the property sale.

Tonight, staff will provide an overview of the timeline to sell the property including covering the restrictions which will be placed on the property including that:

- a. The Property can only be used as single-family residential housing with up to five bedrooms in the structure; and
- b. The Property will contain a restrictive covenant which will prohibit use as anything other than a single-family residential home.

SUPPORTING INFORMATION

- Resolution 2025-019

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2025-1225

**RESOLUTION AUTHORIZING TRANSFER OF PROPERTY BY THE CITY OF
HOPKINS TO THE HOPKINS HOUSING AND REDEVELOPMENT AUTHORITY**

WHEREAS, the City of Hopkins (the “City”) previously acquired property legally described as set forth in Exhibit A (the “Subject Property”); and

WHEREAS, the Subject Property is presently occupied by a house; and

WHEREAS, the future use of the Subject Property is contemplated by the City to be as a redevelopment or rehabilitation of the existing home; and

WHEREAS, the City desires to work in conjunction with the Hopkins Housing and Redevelopment Authority (the “HRA”) to oversee the sale and redevelopment of the Subject Property; and

WHEREAS, the City is authorized to convey real property to the HRA pursuant to Minnesota Statutes, Sections 465.035 and 471.64; and

WHEREAS, the City and HRA have followed applicable statutory provisions, including but not limited to, Minnesota Statutes, Section 465.035, Minnesota Statutes, Section 469.024 and Minnesota Statutes, Section 471.64, in authorizing the conveyance of the Subject Property; and

WHEREAS, the City has determined it is most cost effective to convey the Subject Property to the HRA in consideration of one dollar (\$1.00) and other good and valuable consideration pursuant to this Resolution and a standard quit claim deed; and

WHEREAS, the Subject Property shall be subsequently conveyed by the HRA pursuant to Minnesota Statutes, Section 469.029 for redevelopment or rehabilitation purposes, as single-family residential housing; and

WHEREAS, the City finds and determines that conveyance of the Subject Property as contemplated herein to the HRA is for a public purpose and is in the public interest.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Hopkins hereby:

1. The recitals set forth in the preamble to this Resolution and the exhibits, if any, attached to this Resolution are incorporated into this Resolution as if fully set forth herein.

2. The City Council finds and determines that the requirements of Minnesota Statutes, Section 462.356, Subdivision 2 are hereby satisfied, or alternatively, dispensed with based upon the findings of the City Council.
3. The City Council finds and determines that the transaction herein referenced and contemplated is for a public purpose and is in the public interest.
4. The City Council approves the conveyance of the Subject Property to the HRA pursuant to Minnesota Statutes, Section 465.035 and Minnesota Statutes Section 471.64, and authorizes and directs the Mayor and City Manager to execute the deed and related documents necessary to facilitate the transaction referenced herein and contemplated herein, with all such actions to be in accordance with the terms and conditions set forth in this Resolution.
5. The City shall convey the Subject Property to the HRA in consideration of one dollar (\$1.00) and other good and valuable consideration pursuant to this Resolution and a standard quit claim deed, and the HRA shall subsequently sell and convey the Subject Property pursuant to Minnesota Statutes, Section 469.029 for redevelopment or rehabilitation purposes, as single-family residential housing.
6. The subsequent conveyance of the Subject Property by the HRA shall be subject to the following terms and conditions:
 - a. The Subject Property shall obtain all applicable planning and zoning approvals and necessary building and other permits; and
 - b. The Subject Property shall be single-family residential housing with up to five bedrooms in the structure; and
 - c. The Subject Property shall contain a restrictive covenant setting forth the requirements contained in paragraph 6.
7. The Mayor and City Manager of the City are hereby authorized to execute all required documents necessary in furtherance of this property transfer.
8. The Mayor and City Manager, staff and City Attorney are hereby authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this Resolution.

Adopted by the City Council of the City of Hopkins this 18 day of March, 2025.

By: _____
Patrick Hanlon, Mayor

ATTEST:

Amy Domeier, City Clerk

EXHIBIT A

Legal Description of Subject Property

Lots 1 and 2, Block 4, F.A. Savage's Interlachen Park, Hennepin County, Minnesota.