

# HOPKINS CITY COUNCIL

## AGENDA

Tuesday, May 20, 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. Recognize Special Projects and Initiatives Manager Laila Imihy as APMP Emerging Leader of the Year; Casella
2. Proclamation Commemorating LGBTQIA+ Pride Month (Pride Month); Imihy

### IV. CONSENT AGENDA

1. Approval of Minutes of May 6, 2025, Regular Meeting Proceedings; Domeier
2. Approval of Minutes of May 6, 2025, Closed Meetings Proceedings; Domeier
3. Approval of Temporary Liquor License for Hopkins Education Foundation; Domeier
4. Approval of Temporary Liquor License for American Cancer Society; Domeier
5. Approval of Temporary Liquor License for BPOE Lodge 2221 DBA Hopkins Elks Lodge; Domeier
6. Approval of Business License Renewals for the term of July 1, 2025, to June 30, 2026; Domeier
7. Approval of Liquor License Renewals for the term of July 1, 2025, to June 30, 2026; Domeier
8. Approval of Second Amended and Restated West Metro Task Force Agreement; Johnson
9. Resolution Establishing Cannabis Registration Fees in Appendix A of the Hopkins City Code; Krzos
10. Authorize Staff to Prepare and Execute a Parking Lease Agreement at 16 9<sup>th</sup> Avenue North.; Elverum

### V. PUBLIC HEARINGS

### VI. OLD BUSINESS

### VII. NEW BUSINESS

1. Resolution Awarding the Sale of General Obligation Bonds, Series 2025A, in the original aggregate principal amount of \$7,645,000; fixing their form and specification; directing their execution and delivery; and providing for their payment; Bishop
2. Fire Department Staffing Capacity Update and Funding Request; Specken

### VIII. PUBLIC COMMENT

### IX. ANNOUNCEMENTS

- Next City Council Regular Meetings: Tuesday, June 3 and 17 at 6:30 p.m.

### X. ADJOURN



**CITY OF HOPKINS**

**Administration**

## **Memorandum**

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

From: Casey Casella, Assistant City Manager

Date: May 20, 2025

Subject: Recognize Special Projects and Initiatives Manager Laila Imihy as APMP  
Emerging Leader of the Year

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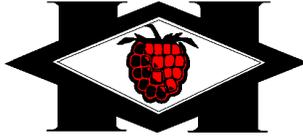
### **INFORMATION**

The Association of Public Management Professionals of Minnesota (APMP) is a professional organization affiliated with The Minnesota City/County Management Association (MCMA). APMP is tailored to administrative positions that support the top executive positions within an organization and grow that profession.

Each year, the APMP Emerging Leader Award recognizes an individual who has, through their outstanding leadership or exemplary action, demonstrated an extraordinary commitment to making the local government profession, their individual organization and/or APMP better for today and the future.

Hopkins Special Project and Initiative Manager Laila Imihy was selected as the 2025 APMP Emerging Leader of the Year. Laila was selected for her broad range of contributions to the local government profession. Laila works on regional projects that forge partnerships across cities. Two examples are founding the ACE Internship program and advocating for state legislation regarding housing and development. Laila is skilled at leveraging funding, grants, and legislative attention to find mutual goals to accomplish together. Laila is eager to learn about all aspects of city management. She has furthered the City Council's mission and goals with her work. The City of Hopkins is so fortunate to have Laila on staff. Congratulations to Laila!

Tonight, staff will recognize Laila and present her with the APMP Emerging Leader of the Year plaque.



Administration

CITY OF HOPKINS

## City Council Report 2025-096

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

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

Date: May 20 2024

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

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### **RECOMMENDED ACTION**

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

### **OVERVIEW**

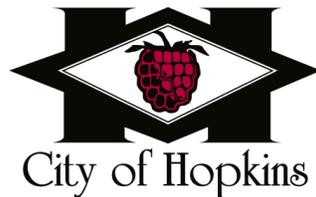
The month of June has been the chosen to celebrate LGBTQIA+ Pride Month (Pride Month) since 1970. Members of the LGBTQIA+ community have long been subjected to violence, marginalization, and discrimination. Though much progress has been made to amend these injustices, this year Pride month feels more important to celebrate than ever as queer and trans rights face new attacks across the nation.

People identifying as LGBTQIA+ have made, and continue to make, important contributions to the City of Hopkins and the United States as a whole. The City of Hopkins wishes to recognize and celebrate LGBTQIA+ staff members, volunteers, and residents with the attached proclamation.

Starting June 1, City staff will hang Pride Progress flags alternating with the American flag along Mainstreet.

### **SUPPORTING INFORMATION**

- Proclamation for LGBTQIA+ Pride Month (Pride Month)



## **A Proclamation Commemorating LGBTQIA+ Pride Month (Pride Month)**

**WHEREAS**, the month of June has historically been the chosen to celebrate LGBTQIA+ Pride Month (Pride Month) since 1970 to mark the one-year anniversary of the Stonewall Uprising in New York City; and

**WHEREAS**, previous to and since the first Pride marches, members of the LGBTQIA+ community have been victims of violence and hate speech, marginalization, and discrimination; and

**WHEREAS**, though much progress has been made in the areas of civil rights and equal treatment for members of the LGBTQIA+ community, it is recognized that more work now more than ever we must celebrate and take action to protect our LGBTQIA+ community; and

**WHEREAS**, people identifying as LGBTQIA+ have made, and continue to make, important contributions to the City of Hopkins and the country as a whole; and

**WHEREAS**, the City of Hopkins recognizes and celebrates its LGBTQIA+ staff, volunteers, residents, and visitors, their accomplishments, and their right to happiness and equal treatment; and

**NOW THEREFORE**, I, Patrick Hanlon, Mayor of the City of Hopkins in the State of Minnesota, along with my fellow Council Members, recognize, adopt, and proclaim June 2025 as Pride Month in the City of Hopkins, and urge all residents to connect with, celebrate, and welcome their neighbors in the LGBTQIA+ community to create an environment where diversity is celebrated and everyone feels safe and respected.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Hopkins, Minnesota to be affixed this 20<sup>th</sup> day of May, 2025.

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Patrick Hanlon, Mayor

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
MAY 6, 2025**

**CALL TO ORDER**

Pursuant to due call and notice thereof a regular meeting of the Hopkins City Council was held on Tuesday, May 6, 2025, at 6:31 p.m. in the Council Chambers at City Hall, 1010 1<sup>st</sup> Street South.

Mayor Hanlon called the meeting to order with Council Members Garrido, Goodlund, Hunke and Kuznia attending. Others attending included City Manager Mornson, Assistant City Manager Casella, City Clerk Domeier, Director of Planning and Development Elverum, Community Development Manager Needham, Finance Director Bishop, Director of Public Works Pavek 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. Low Salt Design Pilot City; Klingbeil**

Director of Planning and Economic Development Elverum along Connie Fortin from Bolton and Menk shared more about the program.

**III.2. Proclamation Recognizing Asian American and Pacific Islander Heritage Month; Casella**

Assistant City Manager Casella summarized City Council Report 2025-076. The City of Hopkins would like to proclaim May as Asian American and Pacific Islander Heritage Month to recognize and appreciate the city's AAPI residents and employees and to recommit to a spirit of community where all people feel safe and respected, and diversity is celebrated.

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

**Motion** to Adopt a Proclamation recognizing May as Asian American and Pacific Islander Heritage Month in Hopkins.

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

**Nays: None. Motion carried.**

**III.3. Proclamation Declaring May as Bike Month; Needham**

Community Development Manager Needham summarized City Council Report 2025-080. During this celebration of bikes and the people who ride them, Hopkins and cities across the nation are called upon to get as many people riding as possible.

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

**Motion** to Adopt a Proclamation Declaring May as Bike Month.

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
MAY 6, 2025**

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

**CONSENT AGENDA**

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

**Motion** to Approve the Consent Agenda.

1. Approval of Minutes of April 15, 2025, Regular Meeting Proceedings; Domeier
2. Approval of Use Agreement between the City of Hopkins and the Hopkins Farmers Market; Elverum
3. Approval of Cost Share Agreement between Nine Mile Creek Watershed District and the City of Hopkins; Imihy
4. Approval of Amendment to the 2025-2029 Equipment Replacement Plan for Distributed Antenna System; Bishop
5. Resolution Approving an On Sale Wine and 3.2% Malt Liquor License for Veraison, LLC DBA The Vine Room; Domeier
6. Resolution Approving an Off-Sale Intoxicating Liquor License for Cellar Hand, LLC DBA The Vine Shop; Domeier
7. Extension of On-Sale Liquor License for Pizza Luce VI, Inc. DBA Pizza Luce VI; Domeier
8. Second Reading: Ordinance Establishing Summit on 7 Housing Improvement Area; Needham
9. Ratify Checks Issued in April, 2025; Bishop

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

**PUBLIC HEARINGS**

**V.1 Resolution Approving a Housing Improvement Fee for the Summit on 7 Housing Improvement Area; Needham**

Community Development Manager Needham summarized City Council Report 2025-072. The fees are established based on the square footage of the unit, according to the Condominium declaration. Annual fees range from \$5,033 to \$9,478 per unit. Homeowners will have the opportunity to prepay the fee or pay the fee over the 20-year term. Ms. Needham stated that no comments were received prior to the meeting. Council Member Goodlund said the City Council received an email from a resident. That resident was at the meeting but chose not to provide public comment. Mayor Hanlon opened the Public Hearing at 6:51 p.m.

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

**Motion** to Close the Public Hearing.

**Ayes: Garrido, Goodlund, Hanlon, Hunke, Kuznia  
Nays: None. Motion carried.** The Public Hearing closed at 6:52 p.m.

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

**Motion** to Approve Resolution 2025-031 setting fees for Summit on 7 HIA

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
MAY 6, 2025**

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

**V.2. Central Park Stormwater Plan; Pavek**

Director of Public Works Pavek and Mike Waltman with Bolton & Menk summarized City Council Report 2025-083. As a part of the City's application to the Clean Water Revolving Fund, the city must prepare a stormwater plan and then hold a public hearing for any comments to be made on the plan. Mayor Hanlon opened the Public Hearing at 7:00 p.m. City Manager Mornson stated that no comments were received prior to the meeting.

**Motion** by Goodlund. **Second** by Kuznia.

**Motion** to Close the Public Hearing.

**Ayes: Garrido, Goodlund, Hanlon, Hunke, Kuznia  
Nays: None. Motion carried.** The Public Hearing closed at 7:02 p.m.

**NEW BUSINESS**

**VII.1. Resolution Adopting Stormwater Plan for Central Park; Pavek**

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

**Motion** to Adopt Resolution 2025-037 Adopting the Stormwater Plan for Central Park..

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

**VII.2. Resolution Receiving Proposed Charter Amendment, Adopting Title and Ballot Question Language Pertaining to Proposed Amendment to the City Hopkins City Charter and Ordering Special Election (Setting Mayoral Term to Four Years); Domeier**

City Clerk Domeier summarized City Council Report 2025-074. The summary included three components related to the proposed amendment to transition the length of the mayoral term from two to four years.

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

**Motion** to Adopt Resolution 2025-033, A Resolution Receiving Proposed Charter Amendment, Adopting Title and Ballot Question Language Pertaining to Proposed Amendment to the City of Hopkins City Charter and Ordering Special Election (Setting Mayoral Term to Four Years).

**Ayes: Garrido, Hanlon, Hunke, Kuznia  
Nays: Goodlund. Motion carried.**

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
MAY 6, 2025**

**VII.3. Resolution Receiving Proposed Charter Amendment, Adopting Title and Ballot Question Language Pertaining to Proposed Amendment to the City Hopkins City Charter and Ordering Special Election (Transitioning to Even-Year Elections); Domeier**

City Clerk Domeier summarized City Council Report 2025-073. The summary included three components related to the proposed amendment to transition from odd-year elections to even-year elections.

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

**Motion** to Adopt Resolution 2025-032, A Resolution Receiving Proposed Charter Amendment, Adopting Title and Ballot Question Language Pertaining to Proposed Amendment to the City of Hopkins City Charter and Ordering Special Election (Transitioning to Even-Year Elections).

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

**Nays: None. Motion carried.**

**VII.4. Approval of Micromobility Sharing Services License Agreement between the City of Hopkins and Pheenix USH, LLC DBA Spin; Elverum**

Director of Planning and Economic Development Elverum summarized City Council Report 2025-082. Hopkins' 2025 Spin contract agreement is very similar to the 2023 version and has been reviewed by Public Works and Kennedy & Graven.

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

**Motion** to Approve the Micromobility Sharing Services License Agreement between the City of Hopkins and Pheenix USH LLC., D/B/A Spin.

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

**Nays: None. Motion carried.**

**VII.5. Fourth Quarter Financial Update**

Finance Director Bishop provided the update based on preliminary and unaudited results. Audit field work was completed in the second week of April. Financial Statements are required to be issued by June 30.

**PUBLIC COMMENT**

Marti Priest, 110 12<sup>th</sup> Avenue North, Hopkins, provided comments about autism and how Hopkins can continue to be a great home for those with it.

**ANNOUNCEMENTS**

Mayor Hanlon shared the City Council meeting schedule.

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
MAY 6, 2025**

**ADJOURNMENT**

There being no further business to come before the City Council, and upon motion by Hunke, second by Kuznia, the meeting was unanimously adjourned at 7:43 p.m.

Respectfully Submitted,



Amy Domeier, City Clerk

**HOPKINS CITY COUNCIL  
CLOSED MEETING PROCEEDINGS  
MAY 6, 2025**

**CALL TO ORDER**

Pursuant to due call and notice thereof a closed meeting of the Hopkins City Council was held on Tuesday, May 6, 2025, at 7:52 p.m. in the Raspberry Room at City Hall, 1010 1<sup>st</sup> Street South.

Mayor Hanlon called the meeting to order with Council Members Garrido, Goodlund, Hunke and Kuznia attending. Others attending included City Manager Mornson, Assistant City Clerk Domeier, Director of Planning and Development Elverum, Finance Director Bishop, City Attorney Riggs and Ehlers Advisor Kvilvang.

**Motion** by Kuznia. **Second** by Goodlund.

**Motion** to go into closed session pursuant to Minnesota Statutes, Sections 13D.05, subdivision 3(b), to conduct a closed session pursuant to the attorney-client privilege to engage in confidential attorney-client communications and litigation strategy related to a pending litigation matter: Alatus Development LLC vs. Minnehaha Creek Watershed District, Hennepin County District Court File No. 27-CV-25-8066.

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

**Nays: None. Motion carried.**

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

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

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

**Nays: None. Motion carried.**

**ADJOURNMENT**

There being no further business to come before the City Council, and upon motion by Kuznia, second by Garrido, the meeting was unanimously adjourned at 8:10 p.m.

Respectfully Submitted,



Amy Domeier, City Clerk

**HOPKINS CITY COUNCIL  
CLOSED MEETING PROCEEDINGS  
MAY 6, 2025**

**CALL TO ORDER**

Pursuant to due call and notice thereof a closed meeting of the Hopkins City Council was held on Tuesday, May 6, 2025, at 8:11 p.m. in the Raspberry Room at City Hall, 1010 1<sup>st</sup> Street South.

Mayor Hanlon called the meeting to order with Council Members Garrido, Goodlund, Hunke and Kuznia attending. Others attending included City Manager Mornson, Assistant City Clerk Domeier, Director of Planning and Development Elverum, Finance Director Bishop and City Attorney Riggs and Ehlers Advisor Kvilvang.

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

**Motion** to go into closed session pursuant to Minnesota Statutes, Sections 13D.05, subd. 3(c) and 13.44, subd. 3, to conduct a closed council meeting concerning real property located at the address in the City of Hopkins noted below, to consider strategies and to develop or consider offers or counteroffers for the properties and to review confidential appraisal information for such properties, as follows:

Lots 1, 2, 3, and 4, Block 1, Mile 14 On Minnehaha Creek, according to the recorded plat thereof, Hennepin County, Minnesota; and Lot 1, Block 2, Mile 14 On Minnehaha Creek, according to the recorded plat thereof, Hennepin County, Minnesota. Outlot C, Mile 14 On Minnehaha Creek, according to the recorded plat thereof, Hennepin County, Minnesota.

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

**Nays: None. Motion carried.**

**Motion** by Garrido. **Second** by Goodlund.

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

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

**Nays: None. Motion carried.**

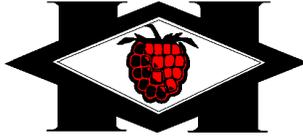
**ADJOURNMENT**

There being no further business to come before the City Council, and upon motion by Garrido, second by Hunke, the meeting was unanimously adjourned at 8:42 p.m.

Respectfully Submitted,



Amy Domeier, City Clerk



Administration

CITY OF HOPKINS

## City Council Report 2025-090

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

From: Amy Domeier, City Clerk

Date: May 20, 2025

Subject: Approval of Temporary Liquor License for Hopkins Education Foundation

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### RECOMMENDED ACTION

**MOTION TO** Approve the Issuance of a Temporary On-Sale Liquor License to Hopkins Education Foundation for their Rock-n-Royal Block Party event scheduled for September 13, 2025.

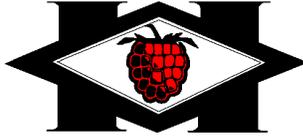
### OVERVIEW

Hopkins Education Foundation has submitted an application for a temporary on-sale liquor license for their Rock-n-Royal Block Party event at Downtown Park and Lot 300. The liquor service will be 5 p.m. to 10 p.m. 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.



Administration

CITY OF HOPKINS

## City Council Report 2025-094

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

From: Amy Domeier, City Clerk

Date: May 20, 2025

Subject: Approval of Temporary Liquor License for American Cancer Society

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### **RECOMMENDED ACTION**

**MOTION TO** Approve the Issuance of a Temporary On-Sale Liquor License to American Cancer Society for an event scheduled for June 22 and 23, 2025.

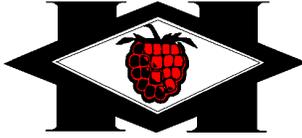
### **OVERVIEW**

American Cancer Society has submitted an application for a temporary on-sale liquor license for their event at Oak Ridge Country Club, 700 Oak Ridge Road, Hopkins. The liquor service will be during normal business hours. 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.



Administration

CITY OF HOPKINS

## City Council Report 2025-091

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

From: Amy Domeier, City Clerk

Date: May 20, 2025

Subject: Approval of Temporary Liquor License for BPOE Lodge 2221 DBA  
Hopkins Elks Lodge

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### RECOMMENDED ACTION

**MOTION TO** Approve the Issuance of a Temporary On-Sale Liquor License to BPOE Lodge 2221 DBA Hopkins Elks Lodge (Elks) for Raspberry Festival events scheduled for July 18, 19 and 20, 2025.

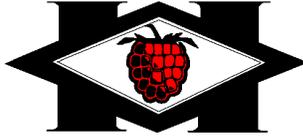
### OVERVIEW

The Elks have submitted an application for a temporary on-sale liquor license for their Raspberry Festival events. The liquor service will be 8 a.m. to 1 a.m. 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.



Administration

CITY OF HOPKINS

## City Council Report 2025-088

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

From: Amy Domeier, City Clerk

Date: May 20, 2025

Subject: Approval of Business License Renewals for the term of July 1, 2025, to June 30, 2026

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### RECOMMENDED ACTION

**MOTION TO** Approve the submitted list of business license renewals for the term of July 1, 2025, to June 30, 2026, subject to licensees returning renewal application materials and fees.

### OVERVIEW

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

Business license renewals were due to the City Clerk's office on May 2. Most businesses have submitted their renewals; however, the remaining businesses will need to submit all their paperwork in accordance with the City's licensing ordinances to avoid double renewal fees or denial of license.

### SUPPORTING INFORMATION

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

**Tobacco Licenses (\$200):**

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

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

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

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

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

**Motor Vehicle Sales (\$400):**

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

**Car Wash (\$100)**

Hopkins Express  
Scrub Hub  
Sunshine Car Wash

**Bus Bench (\$45 ea.):**

U.S. Bench Corporation

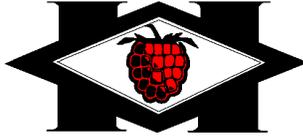
**Bulk Petroleum Storage (\$100):**

Walser Chrysler-Plymouth, Inc.

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

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

*\*Renewal incomplete or missing*



Administration

CITY OF HOPKINS

## City Council Report 2025-089

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

From: Amy Domeier, City Clerk

Date: May 20, 2025

Subject: Approval of Liquor License Renewals for the term of July 1, 2025, to June 30, 2026

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### RECOMMENDED ACTION

**MOTION TO** Approve the submitted list of liquor license renewals for the term of July 1, 2025, to June 30, 2026, subject to licensees returning renewal application materials and fees.

### OVERVIEW

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

Liquor license renewals were due to the City Clerk's office on May 2. Most businesses have submitted their renewals; however, the remaining businesses will need to submit all their paperwork in accordance with the City's licensing ordinances to avoid double renewal fees, the inability to serve alcohol or denial of license.

### SUPPORTING INFORMATION

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

**Off-Sale Liquor (\$200):**

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

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

Bear Cave Brewing  
LTD Brewing Co.

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

Brasa  
Cream and Amber  
Nachos Mexican Grill, LLC  
The Tee Box

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

Minneapolis Park Board/Meadowbrook Golf Course

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

LTD Brewing Co.

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

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

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

Cream and Amber  
Mainstreet Bar & Grill  
Thirty Bales  
Wild Boar

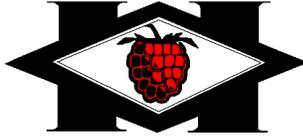
**On-Sale Alcohol Extended Hours (\$1,300):**

Mainstreet Bar & Grill  
Pizza Luce VI  
Wild Boar

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

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

*\*Renewal incomplete or missing*



Police Department

CITY OF HOPKINS

## City Council Report 2025-092

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

From: Brent Johnson, Police Chief

Date: May 20, 2025

Subject: Approval of Second Amended and Restated West Metro Task Force Agreement

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### RECOMMENDED ACTION

**MOTION TO** Approval of the Second Amended and Restated West Metro Task Force Agreement.

### OVERVIEW

The Hopkins Police Department has been a part of the Southwest Hennepin Drug Task Force for many years. The West Metro Drug Task Force (WMDTF) joined forces with the Southwest Metro Drug Task Force (SWMDTF) in 2024. It was decided that the name WMDTF would remain the same and the joint powers agreement (JPA) would need to be updated with the addition of the other agencies.

On January 30, 2025, the WMDTF Board met and adopted the JPA. As a formality, this JPA also needs to be approved by each individual entity in the organization.

### SUPPORTING INFORMATION

- Amended and Restated West Metro Drug Task Force Agreement

**SECOND AMENDED AND RESTATED  
WEST METRO DRUG TASK FORCE AGREEMENT**

THIS SECOND AMENDED AND RESTATED WEST METRO DRUG TASK FORCE AGREEMENT (the "Agreement") is made this 30th day of January 2025, by and among the undersigned units of government who are responsible for the enforcement of controlled substance laws in their respective jurisdictions.

WHEREAS, the parties previously determined to create a regional joint powers entity for the purpose of enforcing the laws of their respective jurisdictions; and

WHEREAS, the parties entered into a joint powers agreement creating the West Metro Drug Task Force dated July 27, 2004; and

WHEREAS, the parties entered into the AMENDED AND RESTATED WEST METRO DRUG TASK FORCE AGREEMENT, dated September 13, 2016 (the "Amended Agreement"); and

WHEREAS, the parties hereto wish to amend and restate the Amended Agreement to add additional parties and make other administrative changes.

NOW, THEREFORE in consideration of the covenants herein contained the parties hereto agree as follows:

1. **Name.** The parties hereby restate and validate the West Metro Drug Task Force. ("Task Force").
2. **General Purpose.** The Task Force shall collaboratively investigate crimes and conduct law enforcement. This Agreement restates and defines the rights and obligations of the Governmental Units with respect to the duties and activities performed by the Task Force throughout the term of the Agreement.

To varying degrees, the Task Force relies on forfeiture funds to pay for investigation and law enforcement. Receipt of forfeiture may be restricted to law enforcement agencies. Accordingly, eligibility to be a Member is restricted to governmental units that are or that employ their own law enforcement agency whose primary function is the investigation and apprehension of individuals suspected or convicted of criminal offenses, and which government units are able to assign agents meeting the standards set forth herein (each, an "Agency").

3. **Members.** The "Members" of this Agreement are the following governmental units:

Hennepin County  
City of Medina  
City of Minnetrista  
City of Orono

West Hennepin Department of Public Safety  
City of Edina  
City of Eden Prairie  
City of Hopkins  
City of Minnetonka  
City of Saint Louis Park  
South Lake Minnetonka Police Department

along with any governmental units subsequently added in accordance with the provisions herein. The Members shall cooperate and use their best efforts to ensure that the various provisions of the Agreement are fulfilled. The Members agree in good faith to undertake resolution of disputes, if any, in an equitable and timely manner and in accordance with the provisions of this Agreement.

#### **4. Term; Automatic Extensions.**

4.1 The term of this Agreement shall be for one year, commencing January 30th 2025 and expiring on January 29, 2026 unless terminated earlier pursuant to the provisions herein. Except as provided in this section 4.1, this Agreement shall be automatically extended for successive one-year terms upon the same terms, conditions, and covenants. The Board may prevent the automatic renewal of this Agreement by majority vote of all members taken at least ninety (90) days prior to the expiration of any term; in that event, this Agreement shall expire at the end of the then-existing term.

#### **5. Administrative Board.**

5.1. The Task Force shall have a Board of Directors (“Board”) consisting of the chief law enforcement officer, or designee, representing each Member’s Agency (each, a “Director”). All Directors shall serve at the pleasure of their respective appointing authority.

5.2. Directors shall not be deemed employees of the Task Force and shall not be compensated by it.

5.3. The Board will delegate the authority and responsibility of carrying out the purpose of the Task Force to a “Task Force Commander” or that person’s designee.

5.4. The Board shall meet as needed to evaluate the progress of the Task Force. A meeting may be called by any Director, or the Task Force Commander.

5.5. The Board may approve contracts, including agreements for the rental of real property, incur expenses and make expenditures necessary and incidental to the

effectuation of its purposes and consistent with its powers. For the avoidance of doubt, all contracts shall be let in accordance with applicable law, including but not limited to Minnesota Statutes § 471.345. 5.6. The Board may recommend changes to this Agreement. This Agreement may only be modified by a written amendment that is approved and signed by all Members, or their designees.

5.7. The Board may receive, on behalf of the Task Force, funds and/or real or personal property by grant, forfeiture, devise, bequest, any funds voluntarily contributed by any Member, or other source authorized by law for use by the Task Force.

5.8. Each Member is entitled to one (1) vote on Task Force matters. Board action requires a majority vote of Members present for the vote. A quorum shall exist and votes may be taken if a majority of the Directors or their designees are present. Upon approval by the Board: (i) voting by designee shall be permitted; and (ii) subject to applicable law, including the Minnesota Open Meeting Law, Minn. Stat. ch. 13D, a Director shall be allowed to participate in meetings, count towards the quorum, and vote on Task Force matters if the Director is participating in the meeting by and through a videoconferencing application, e.g., Teams or Zoom. The Board will exercise reasonable efforts to develop and deploy rules and processes related to scheduling and conducting meetings, including record-keeping and reporting as necessary.

## **6. Powers and Duties of the Task Force Commander**

6.1. The Task Force Commander will direct investigative/law enforcement activities; priority may be given to case investigations that directly impact jurisdictions represented by a Member.

6.2. While assigned to the Task Force, all personnel shall be under the direct supervision and control of the Task Force Commander, who shall be responsible for performing, at least, the following duties:

- a. scheduling assigned personnel;
- b. providing input on employee evaluations, if requested; and
- c. allocating overtime work, if necessary.

6.3. The Task Force Commander shall cooperate with other federal, state, and local law enforcement agencies to accomplish the purpose for which the Task Force is organized.

## **7. Insurance, Indemnification, and Liability**

7.1. The Task Force will maintain liability coverage with the League of Minnesota

Cities Insurance Trust with a limit of at least \$2,000,000 per occurrence, under standard LMCIT liability coverage forms.

Alternatively, the Task Force may maintain equivalent private liability insurance coverage. Such coverage may be provided through separate policies for commercial general liability and law enforcement liability. Such private liability insurance policies must comply with the following requirements:

- Each policy must have a limit of at least \$2 million per occurrence. If the policy contains a general aggregate limit, the general aggregate limit must not be less than \$2,000,000.
- The CGL insurance must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and contractually-assumed liability.
- Each Member and each Member's officers, employees, and volunteers, must be named as additional covered parties on each policy for all claims arising from Task Force activities or operations. 7.2. The Task Force may in its discretion procure coverage for auto liability and damage to or loss of property used exclusively by/for the Task Force.

7.3. If the Task Force at any time hires employees, it will immediately acquire and maintain workers' compensation coverage to the extent required under law.

Except as expressly set forth herein, the Task Force shall defend and indemnify its Members for any liability claims arising from Task Force activities or operations, and decisions of the Task Force Board. Nothing in this Agreement shall constitute a Member's waiver of the statutory limits on liability set forth in applicable law, including but not limited to Minnesota Statutes Chapter 466, or a waiver of any available immunities or defenses, and the limits of liability under applicable law for some or all of the parties may not be added together to determine the maximum amount of liability for any party. For the avoidance of doubt, the Task Force is considered a single governmental unit for purposes of total liability for damages pursuant to Minn. Stat. § 471.59, subd. 1a(b).

7.4. Nothing herein shall be construed to provide insurance coverage or indemnification to any Agent, officer, employee, or volunteer for any act or omission for which the individual is guilty of malfeasance in office, willful neglect of duty, or bad faith.

7.5. Any excess or uninsured liability shall be borne equally by all the Members, but this does not include the liability of any individual officer, employee, or volunteer which arises from his or her own malfeasance, willful neglect of duty, or bad faith which will be, as among the Members, the sole responsibility of the Member associated with the individual.

7.6. Except as expressly provided herein, each Member shall be responsible for injuries to or death of its own Agents or other personnel assigned to the Task Force. Each Member will maintain workers' compensation insurance or self-insurance coverage, covering its own Agents and personnel while they are assigned to the Task Force or are otherwise participating in or assisting with Task Force operations or activities. Each Member waives the right to, and agrees that it will not, bring any claim or suit against the Task Force or any other Member for any workers' compensation benefits paid, due, or owing to its own Agents, personnel, or their dependents, that arise out of participation in or assistance with Task Force operations or activities, even if the injuries were caused wholly or partially by the negligence of any other Member or its officers, employees, or volunteers.

7.7. Each Member shall be responsible for damages to or loss of its own equipment. Each Member waives the right to, and agrees that it will not, bring any claim or suit against the Task Force or any other Member or request indemnification for damages to or loss of its equipment arising out of participation in or assistance with Task Force operations or activities, even if the damages or losses were caused wholly or partially by the negligence of any other Members or its officers, employees, or volunteers.

7.8. All insurance policies and certificates required under this Agreement shall be open to inspection by any Member upon request.

## **8. Finances**

8.1 During any time that Hennepin County is a Member of the Task Force, the Hennepin County Sheriff's Office ("HCSO") shall serve as sole administrator of all Task Force funds ("Administrator"). If Hennepin County withdraws from the Task Force, the Board shall appoint a new Administrator.

8.2 The Administrator is authorized to act as Task Force fiduciary for all applicable purposes, including but not limited to participating in equitable (forfeiture) sharing programs, receiving and holding funds on behalf of the Task Force, and earmarking funds for use in support of the Task Force's operations.

8.3 The Administrator shall perform all tasks hereunder in accordance with applicable law and standard accounting practices and procedures.

8.4 The Administrator is authorized to and shall: (i) receive all funds for deposit; (ii) make disbursements therefrom for Task Force purposes subject to Board approval; (iii) maintain current and accurate records of all obligations and expenditures of Task Force funds; and (v) maintain all records for a period of not less than six years or longer periods if required by law.

8.5 Subject to the provisions herein, Task Force operations will be financed from grants, forfeitures, funds voluntarily contributed by any Member, and other source authorized by

law.

8.6. Members will provide Agents for the Task Force but will not otherwise be required to provide funds without the prior amendment of this Agreement approved by the governing bodies of all Members, or their designees.

8.7. Additionally, the Administrator shall cause to be made an annual audit of the books and accounts of the Task Force and shall make and file a report to the Board - which report shall include, at least, the following information: a. the financial condition of the Task Force;

b. the status of all Task Force projects;

c. the business transacted by the Task Force;

d. a Financial Activity Report System (FARS) Report;

e. quarterly financial report; and

f. other matters which affect the interests of the Task Force.

8.8. The Task Force's books, reports, and records shall be open to inspection by its Members and the state auditor at all reasonable times.

8.9. Except as expressly approved by the Board, the Task Force may not incur obligations or approve contracts that extend beyond a prudent and manageable time-frame, acknowledging the term of the Task Force and the provisions herein for Member withdrawal or Task Force termination, or which will require the expenditure of funds in excess of funds available.

8.10. The Board shall approve an annual operating budget for the Task Force no later than September 1<sup>st</sup> of each calendar year. The Board may amend the budget as necessary.

8.11. The Task Force's funds may be expended by the Board in accordance with this Agreement in a manner determined by the Board. In no event shall there be an expenditure of Task Force funds except per the approved budget.

8.12. Notwithstanding duly entered contracts as authorized herein, the Board may not incur debts.

## **9. Agents.**

9.1. Unless the Board provides prior approval, each Member shall assign at least one (1) experienced, licensed peace officer/deputy to serve on the Task Force (an "Agent"). Agents shall be licensed pursuant to Minnesota Statutes, §626.84, subd. 1, and shall have a minimum of one (1) year prior experience in law enforcement.

9.2. Each Agent must be assigned to the Task Force on a full-time basis for at least one year unless he/she is reassigned by the Agent's Director.

9.3. As directed by the Task Force Commander, Agents will be responsible for investigation, including intelligence management, case development, case

charging, and other law enforcement duties. Agents may also assist other Agents in performing hereunder. Agents will work cooperatively with assisting agencies. Agents and other assigned officers acting under this Agreement in the jurisdiction of another party to this Agreement are acting in the line of duty and in the course of employment and are authorized to exercise the powers of a peace officer therein. 9.4. Members acknowledge that it is their sole responsibility to compensate all personnel performing any services for the Task Force, including but not limited to paying salary and benefits. Benefits may include, but are not limited to, workers' compensation, worker's compensation insurance, health care, disability insurance, life insurance, re-employment insurance, FICA, Medicare, and PERA.

9.5. All personnel assigned to the Task Force shall comply with rules of conduct prescribed by the Task Force.

9.6. The Task Force Commander, or a designee, shall refer disciplinary matters involving any Agent to the respective Agent's Director for investigation and disposition unless, based on the judgment of the Task Force Commander/designee, a particular matter represents grounds for the issuance of a criminal complaint, in which case the matter shall be referred directly to an external law enforcement agency for investigation provided the Director of the assigning agency, the Task Force Commander, and at least one other Director are notified in advance thereof.

9.7. At no cost to the Task Force, each Member shall furnish their Agents with equipment necessary to complete their duties, which may include a weapon, ballistic vests and other protective equipment, a vehicle, and a computer.

9.8. Unless the Board directs otherwise, clerical assistance will be furnished by Members at no additional cost to the Task Force.

9.9. All personnel and computer networks performing Task Force functions shall be CJIS certified.

**10. Forfeiture, Seizures and Fines.** 10.1 Pursuant to applicable law, the Task Force may gain rights in or otherwise acquire property subject to forfeiture. The money or proceeds from the sale of forfeited property after payment of seizure, storage, forfeiture and sale expenses and satisfaction of valid liens against forfeited property shall be distributed in accordance with Task Force process and applicable law, including without limitation Minnesota Statutes § 609.5315.

10.2 Seizures/forfeitures eligible for the Department of Justice's Asset Forfeiture Program (the "Program") shall be subject to all Program rules and requirements, as they may be amended from time to time.

10.3 When a distribution is to be made and unless the Board directs otherwise, forfeiture monies and proceeds generated by the Task Force shall be distributed in equal shares to the then participating Members of the Task Force at the time of distribution after deduction of all costs and expenses herein stated. The receipt and disbursement of forfeiture sale proceeds shall be referenced in the Administrator's quarterly Task Force financial report.

11. **Headquarters.** The Task Force headquarters shall be in a locations/facilities approved by the Board. As necessary, the Board may approve payment of rent, utilities, and other costs associated therewith.

## **12. Additional Members, Withdrawal from Membership, and Task Force Termination**

12.1. Any governmental unit that employs its own law enforcement agency and shares a common geographical boundary with any Member may join the Task Force and become a Member upon the following: (i) approval and execution of a copy of this Agreement by such governmental unit; and (ii) approval by the Directors.

12.2. In any case in which a governmental unit joins the Task Force pursuant to paragraph 12.1, contributions by and reimbursement to such new Member shall be equitably determined and adjusted by the Board to reflect the participation by that Member.

12.3. Except as otherwise set forth herein, any Member, upon ninety (90) days' written notice to all Members, may withdraw and cancel its participation in this Agreement.

12.4. If a Member fails to assign an Agent for twelve (12) consecutive months, the Board may notify the Member of the default. If the Member fails to assign an Agent within six (6) months of the notice, the Board may involuntarily terminate the Member's participation in the Task Force.

12.5. Except for distributions expressly required by law, (i) withdrawing Members; and (ii) Members terminated for failure to assign an Agent, are not entitled to any distribution. However, the Board may, in its sole discretion and without participation of the Member in question, approve an equitable distribution adjusted to reflect that Member's contributions and participations as well as other relevant factors.

12.6. The Members may, by and through action of a majority of the Board, abolish the Task Force at any time. Thereafter, the Task Force shall continue in full force and effect until such time as all matters, including law enforcement matters and Task Force financial matters, are resolved and concluded to the satisfaction of the Board. During such time, Members will not be allowed to withdraw/cancel; all

Members shall remain bound and obligated to the provisions in this Agreement.

12.7. Upon expiration or termination of the Task Force and in accordance with applicable law and the provisions herein, all property and funds owned or held by the Task Force or by Member agencies on behalf of the Task Force shall be distributed, or sold with the proceeds distributed, in equal shares to the then participating Members of the Task Force at the time of dissolution, after deduction of all costs and expenses, unless the Board directs otherwise. Unless directed otherwise by the Board, any personal property shall be returned to the owning/contributing Member.

12.8. Notwithstanding the foregoing and unless otherwise permitted by applicable law, funds received by the Administrator as fiduciary for the Task Force from the Department of Justice's Asset Forfeiture Program shall be disposed of in accordance with applicable law, which may include returning funds to the Department of Justice.

### **13. State and Local Assistance for Narcotics Control Program.**

13.1. A Member, acting on behalf of the Task Force and its Members, may apply for Federal, state, or local narcotics enforcement. The applying Member agency shall be the "authorized official", as defined in the general policies and procedures for the program.

### **14. Media**

14.1. Unless the Board otherwise agrees, HCSO or its designee shall be responsible for all media coverage of Task Force activities, including the dissemination of all press releases.

### **15. Evidence**

15.1. Evidence/property seized in accordance with performance hereunder shall be inventoried and stored at a secure law enforcement facility approved by the Task Force Commander.

### **16. General Provisions**

16.1. Nothing herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto or as constituting one of the Members as the agent, representative or employee of another Member for any purpose or in any manner whatsoever. Personnel assigned to the Task Force by one of the Members shall not be considered temporary or permanent employees of any other Member or the Task Force itself for any purpose whatsoever, or be entitled to tenure rights or any rights or benefits including but not limited to workers compensation, re-employment insurance, medical/hospital care, sick/vacation leave, severance pay, PERA, or any other right or benefit of another Member.

16.2. This Agreement is intended to replace and supersede the Amended Agreement, as defined in the recitals above.

IN WITNESS WHEREOF, the undersigned, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statutes § 471.59.

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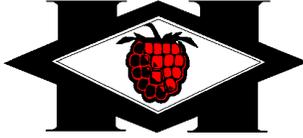
**CITY OF HOPKINS, MN**

The HOPKINS City Council duly approved this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

By: \_\_\_\_\_  
Patrick Hanlon  
Its: Mayor

By: \_\_\_\_\_  
Mike Mornson  
Its: City Manager

By: \_\_\_\_\_  
Brent Johnson  
Its: Chief of Police



CITY OF HOPKINS

## City Council Report 2025-093

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

From: Ryan Krzos, City Planner

Date: May 20, 2025

Subject: Resolution Establishing Cannabis Registration Fees in Appendix A of the Hopkins City Code

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### RECOMMENDED ACTION

**MOTION TO** approve Resolution 2025-038 Establishing Cannabis Registration Fees in Appendix A of the Hopkins City Code Effective Upon Enactment

### OVERVIEW

Per State Statute, the City may register businesses engaging in retail sales of cannabis in Hopkins. [Ordinance 2024-1216](#) established the procedure and requirements for the registration of cannabis businesses. Staff is now looking to formally establish the fee imposed for the initial registration issuance and subsequent annual renewals. The amount that the City is able to charge is capped by State Statute generally at \$500, which is outlined in Exhibit A. During discussion of the cannabis business ordinance, the consensus of the Council was to impose fees at the state-imposed cap. The fee will offset staff time and equipment necessary to process registrations. A maximum of three retail sales operations are allowed in Hopkins.

### SUPPORTING INFORMATION

- Exhibit A (Recommended Fees)
- Resolution 2025-038

**CITY OF HOPKINS  
HENNEPIN COUNTY, MINNESOTA**

**RESOLUTION 2025-038**

**ESTABLISHING CANNABIS BUSINESS REGISTRATION FEES IN APPENDIX A OF  
THE HOPKINS CITY CODE**

**WHEREAS**, The City of Hopkins adopted Ordinance 2024-1216 establishing regulations for cannabis businesses; and

**WHEREAS**, The City of Hopkins will register cannabis businesses engaging in retail sales; and

**WHEREAS**, The City of Hopkins finds that certain fees are in need to account for staff time and equipment necessary to process cannabis business registrations.

**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Hopkins hereby establishes cannabis business registration fees, as set forth in Exhibit A, in Appendix A of the Hopkins City Code.

Adopted by the City Council of the City of Hopkins this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

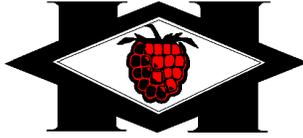
By: \_\_\_\_\_  
Patrick Hanlon, Mayor

ATTEST:

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

**EXHIBIT A**  
**Proposed Cannabis Registration Fees**

<b>Cannabis Businesses</b>		
Cannabis Retailer Registration Initial	\$500	Per year
Cannabis Retailer Registration Renewal	\$1,000	Per year
Medical Cannabis Combination Business Registration Initial	\$500	Per year
Medical Cannabis Combination Business Registration Renewal	\$1,000	Per year
Cannabis Mezzobusiness Registration Initial	\$500	Per year
Cannabis Mezzobusiness Registration Renewal	\$1,000	Per year
Cannabis Microbusiness Registration Initial	\$0	Per year
Cannabis Microbusiness Registration Renewal	\$1,000	Per year



CITY OF HOPKINS

## City Council Report 2025-097

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

From: Kersten Elverum, Director of Planning & Development

Date: May 20, 2025

Subject: Parking Lease Agreement – 16 9<sup>th</sup> Ave N

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### RECOMMENDED ACTION

**MOTION TO** Authorize staff to prepare and execute a parking lease agreement consistent with the terms described.

### OVERVIEW

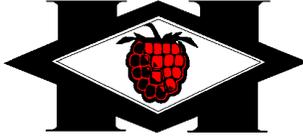
The property at 16 9th Avenue North is under contract for purchase and as part of the buyer's due diligence, they are seeking assurance that there will be adequate parking for current and future tenants of this property. In order to have that assurance, they requested the ability to purchase up to 84 annual parking permits for Lot 600 and 750 for up to 20 years.

The City of Hopkins owns and manages a public parking system with 11 surface parking lots and one ramped parking structure. Within the lots and ramp, parking is managed based on demand. Different lots have different restrictions and availability of permit spaces. In order to balance the impact of committing 84 spaces, staff offered to have them allocated between Lots 600 and 750, as requested, plus Lot 300 and street parking on 9<sup>th</sup> and 19<sup>th</sup> Avenues. Today, those lots have a capacity of 99 permits. Under this agreement, the owner or their representative, could purchase up to 84 annual permits at the beginning of each calendar year and the City would allocate the permits by lot, based on current demand. The maximum number of permits per lot may vary year to year, with the total being 84.

The terms of the agreement would commit the City of Hopkins to sell up to 84 annual parking permits, in a combination of municipal lots including Lot 600, Lot 750, Lot 300 and street parking on 9<sup>th</sup> Ave or 10<sup>th</sup> Ave. The permit cost and future increases will be consistent with the system as a whole and determined by the City Council. The 2025 base fee would be the same as the regular annual permit rate of \$379.85, pro-rated for the calendar year. The term of the agreement would be five years, with three five-year renewals.

The parking agreement mirrors the existing parking system terms with the main difference being the commitment to sell permits beyond one year. Currently there is capacity to sell 84 annual permits while still having enough permits available for others.

The City of Hopkins has partnered with businesses and residential developers in the past to meet their parking needs through lease agreements including the Wells Fargo building, Driskill's Grocery, Gallery Flats and Ovation Apartments. If staff recommended terms are approved by the City Council and if the purchase of the property goes through, staff and the City Attorney will draft an agreement to be executed by the Mayor and City Manager.



Finance Department

CITY OF HOPKINS

## City Council Report 2025-095

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

From: Nick Bishop, Finance Director

Date: May 20, 2025

Subject: Award the Sale of \$7,645,000 General Obligation Bonds, Series 2025A

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### RECOMMENDED ACTION

**MOTION TO** Adopt Resolution No. 2025-039: Awarding the Sale of General Obligation Bonds, Series 2025A, in the original aggregate principal amount of \$7,645,000; fixing their form and specification; directing their execution and delivery; and providing for their payment.

### OVERVIEW

The City of Hopkins has the authority to issue General Obligation bonds to pay for street and utility improvements. The 2025A bond issue is being sold to finance two purposes:

- The first phase of the 2025/2026 street and utility reconstruction project in Central Avenues. The bonds for this purpose will be issued with a 16 year term to come from general tax levy, special assessments and utility revenues. Principal payments will be made over 12 years from 2030 to 2041.
- 2025 Water & Sewer SCADA Fiber Project. The bonds for this purpose will be issued with a 16 year term to come from utility revenues. Principal payments will be made over 12 years from 2030 to 2041.

The bond payments will come from a tax levy, utility revenues and special assessments. The interest rate for special assessments will be set at 2% over the True Interest cost (TIC) of the bonds. On May 15, 2025, Standard & Poor's reaffirmed the City's AA+ bond rating with a stable outlook. The rating report is being finalized and will be sent to City Council by email and included in City Council Agenda archives.

At the April 15, 2025 Council Meeting the City Council authorized the sale of \$7,645,000 General Obligation bonds. The bond bids will be accepted until 10:00 AM on May 20, 2025 at which time they will be reviewed and the recommendation incorporated into Resolution 2024-039.

### SUPPORTING INFORMATION

- Resolution 2024-040 (preliminary version, will be updated on May 21<sup>st</sup>)

EXTRACT OF MINUTES OF MEETING  
OF THE CITY COUNCIL OF THE  
CITY OF HOPKINS  
HENNEPIN COUNTY, MINNESOTA

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Hopkins, Minnesota, was duly held in the City Hall in said City on May 20, 2025, commencing at 7:00 o'clock p.m.

The following members were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION AWARDING THE SALE OF GENERAL OBLIGATION BONDS, SERIES 2025A, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$[7,645,000]; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT**

BE IT RESOLVED by the City Council (the “City Council”) of the City of Hopkins, Hennepin County, Minnesota (the “City”) as follows:

Section 1. Findings, Determinations; Sale of Bonds.

1.01. Background. It is hereby determined that:

(a) Improvement Bonds.

(i) The City is authorized by Minnesota Statutes, Chapter 475, as amended (the “Act”) and Minnesota Statutes, Chapter 429, as amended (“Chapter 429”), to issue obligations in such amount as it deems necessary to defray in whole or in part the expense incurred and estimated to be incurred in making improvements authorized by Chapter 429

(ii) On April 15, 2025, the Council adopted a resolution (the “Intent Resolution”) stating the intention of the City, in part, to issue and sell its general obligation bonds in the proposed principal amount of \$3,420,000 (the “Improvements Portion”), pursuant to the Act and Chapter 429, to provide financing for certain assessable public street improvements (the “Improvements”), and related financing costs.

(b) Utility Revenue Bonds.

(i) The City is authorized by the Act and Minnesota Statutes, Chapter 444, as amended (“Chapter 444”), to issue general obligation revenue bonds to finance the costs of improvements to the City’s water utility systems.

(ii) Within the Intent Resolution, the Council also stated the intention of the City to issue and sell its general obligation bonds in the proposed principal amount of \$4,225,000 (the “Utility Portion”), pursuant to the Act and Chapter 444, to provide financing for the construction of various improvements to the City’s sewer, water and storm sewer systems (the “Utility Improvements”), and related financing costs. The Street Improvements and the Utility Improvements are hereinafter collectively referred to as the “Project”).

(c) Pursuant to the Intent Resolution, the Council determined that the Improvements Portion and the Utility Portion shall be issued together in a single series in the original aggregate principal of \$7,645,000 (the “Bonds”). The Council designated the bonds as the “General Obligation Bonds, Series 2025A.”

1.02. Award to the Purchaser and Interest Rates. The proposal of [Purchaser][, as syndicate manager] (the “Purchaser”), to purchase the Bonds of the City is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of \$ \_\_\_\_\_ (par amount of \$[7,645,000], plus original issue premium of \$ \_\_\_\_\_, less original issue discount of the \$ \_\_\_\_\_, less an underwriter’s discount of \$ \_\_\_\_\_), plus accrued interest, if any, as set forth in the Purchase Agreement (defined below), to date of delivery for Bonds bearing interest as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2030	0.000%	2036	0.000%
2031	0.000%	2037	0.000%
2032	0.000%	2038	0.000%
2033	0.000%	2039	0.000%
2034	0.000%	2040	0.000%
2035	0.000%	2041	0.000%

True interest cost: \_\_\_\_\_ %

1.03. Purchase Agreement. The execution and delivery of a proposal form, dated as of May 20, 2025 (the “Purchase Agreement”), between the City and the Purchaser, is hereby ratified and confirmed in the form set forth in EXHIBIT A to this resolution (the “Resolution”). The Bonds shall be issued and delivered in accordance with the terms and conditions of the Purchase Agreement and this Resolution. The amount proposed by the Purchaser in excess of the minimum bid, if any, shall be credited to the Debt Service Fund hereinafter created or deposited in the Construction Fund hereinafter created, as determined by the Finance Director in consultation with the Municipal Advisor. The Municipal Advisor is directed to receive and retain the good faith payment of the Purchaser in accordance with the terms of the Purchase Agreement, pending completion of the sale of the Bonds. The Mayor and City Manager are authorized and directed to execute a contract with the Purchaser on behalf of the City.

1.04. Terms and Principal Amounts of the Bonds. The City will forthwith issue and sell the Bonds pursuant to the Act, Chapter 444 and Chapter 429 in the original aggregate principal amount of \$[7,645,000], originally dated June 10, 2025, in fully registered form and in denominations of \$5,000 each or any integral multiple thereof, numbered No. R-1 upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2030	\$0.00	2036	\$0.00
2031	\$0.00	2037	\$0.00
2032	\$0.00	2038	\$0.00
2033	\$0.00	2039	\$0.00
2034	\$0.00	2040	\$0.00
2035	\$0.00	2041	\$0.00

(a) \$ \_\_\_\_\_ of the Bonds, constituting the Improvements Portion, maturing on February 1 of the years and in the amounts set forth below, will be used to finance the Improvements:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2030	\$0.00	2036	\$0.00
2031	\$0.00	2037	\$0.00
2032	\$0.00	2038	\$0.00
2033	\$0.00	2039	\$0.00
2034	\$0.00	2040	\$0.00
2035	\$0.00	2041	\$0.00

(b) \$ \_\_\_\_\_ of the Bonds, constituting the Utility Portion, maturing on February 1 of the years and in the amounts set forth below, will be used to finance the Utility Improvements:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2030	\$0.00	2036	\$0.00
2031	\$0.00	2037	\$0.00
2032	\$0.00	2038	\$0.00
2033	\$0.00	2039	\$0.00
2034	\$0.00	2040	\$0.00
2035	\$0.00	2041	\$0.00

1.05. Schedule of Maturities. The schedule of maturities satisfies the requirements of Section 475.54, subdivision 1 of the Act.

1.06. Optional Redemption. The City may elect on February 1, 2035, and on any day thereafter to prepay Bonds due on or after February 1, 2036. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City shall determine. If less than all Bonds of a maturity are called for optional redemption, the City shall notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC shall determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments shall be at a price of par plus accrued interest to the date of optional redemption.

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds shall be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond shall be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond shall be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond shall be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing

February 1, 2026, to the registered owners of record thereof as of the close of business on the fifteenth day immediately preceding each interest payment date, whether or not such day is a business day.

2.03. Registration. The City shall appoint a bond registrar (the “Registrar”), authenticating agent (the “Authenticating Agent”), and paying agent (the “Paying Agent”). Except as specifically provided otherwise in Section 7 hereof, the effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register (the “Bond Register”) in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred, or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner’s attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange shall be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is registered in the Bond Register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner’s order shall be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees, and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds sufficient to reimburse the Registrar for any tax, fee, or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen, or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen, or lost the Registrar shall deliver a new Bond of like amount, number, maturity date, and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen, or lost upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen, or lost, upon filing with the Registrar evidence satisfactory to it that the Bond was destroyed, stolen, or

lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance, and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar shall be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen, or lost Bond has already matured or been called for redemption in whole in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed shall be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the Bond Register and, if publication of the notice of redemption is required by law, by publishing the notice of redemption as required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, shall not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption shall cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar, Paying Agent, and Authenticating Agent. The City appoints Bond Trust Services Corporation, Roseville, Minnesota, as the initial Registrar, Paying Agent, and Authenticating Agent with respect to the Bonds. The Mayor and the City Manager are authorized to execute and deliver, on behalf of the City, a contract with Bond Trust Services Corporation, as the initial Registrar, Paying Agent, and Authenticating Agent with respect to the Bonds. Upon merger or consolidation of the Registrar, Paying Agent, and Authenticating Agent with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar, Paying Agent, and Authenticating Agent. The City agrees to pay the reasonable and customary charges of the Registrar, Paying Agent, and Authenticating Agent for the services performed. The City reserves the right to remove the Registrar, Paying Agent, or Authenticating Agent upon thirty (30) days' notice and upon the appointment of a successor Registrar, Paying Agent, or Authenticating Agent, in which event the predecessor Registrar, Paying Agent, or Authenticating Agent must deliver all cash and Bonds in its possession to the successor Registrar, Paying Agent, or Authenticating Agent and the Registrar must deliver the Bond Register to the successor Registrar. On or before three (3) business days prior to each principal or interest due date, without further order of the Council, the Finance Director must transmit to the Paying Agent money sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication, and Delivery. The Bonds shall be prepared under the direction of the City Manager and executed on behalf of the City by the signatures of the Mayor and the City Manager, provided that those signatures may be printed, engraved, or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of a Bond, that signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond shall not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Authenticating Agent. Certificates of authentication on different Bonds need not be signed by the same representative of the Authenticating Agent. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed, and authenticated the City Manager shall deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form set forth in EXHIBIT B.

3.02. Approving Legal Opinion. The City Manager is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, and cause the opinion to be printed on or accompany each Bond.

Section 4. Payment; Security; Funds; Pledges and Covenants.

4.01. Debt Service Fund. The Bonds shall be payable from the General Obligation Bonds, Series 2025B Debt Service Fund (the "Debt Service Fund") hereby created. The City will maintain the following accounts in the Debt Service Fund: the "Improvements Account" and the "Utility Account" (collectively, the "Accounts"). Amounts in the Improvements Account are irrevocably pledged to the Improvements Portion of the Bonds and amounts in the Utilities Account are irrevocably pledged to the Utility Portion of the Bonds.

(a) Improvements Account. Proceeds of ad valorem taxes hereinafter levied (the "Improvement Taxes") and special assessments levied or to be levied against the property specially benefited by the Improvements (the "Assessments") for the payment of debt service on the Improvements Portion of the Bonds are hereby pledged to the Improvements Account of the Debt Service Fund. The amounts to be applied to pay the principal of and interest on the Improvements Portion of the Bonds shall be deposited in the Improvements Account of the Debt Service Fund at least three (3) business days prior to each respective interest payment date and principal payment date. There is appropriated to the Improvements Account of the Debt Service Fund a pro rata portion of amounts over the minimum purchase price of the Bonds paid by the Purchaser to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof.

(b) Utility Account. The City will continue to maintain and operate its Utility Fund to which will be credited all gross revenues from the City's sewer, water and storm sewer utility systems (the "Utility Systems") and out of which will be paid all normal and reasonable expenses of current operations of such systems. Any balances remaining after payment of all normal and reasonable expenses of current operations of the Utility Systems are deemed net revenues (the "Net Revenues"). Net Revenues from the Utility Systems are hereby pledged to the Utility Account of the Debt Service Fund. The amounts to be applied to pay the principal and interest on the Utility Portion of the Bonds shall be deposited in the Utility Account of the Debt Service Fund at least three (3) business days prior to each respective interest payment date and principal payment date. There will always be retained in the Utility Account of the Debt Service Fund a sufficient amount of Net Revenues to pay principal of and interest on the Utility Portion of the Bonds, and the Finance Director must report any current or anticipated deficiency in the Utility Account of the Debt Service Fund to the Council. There is appropriated to the Utility Account of the Debt Service Fund a pro rata portion of amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof.

4.02. Construction Fund. The City hereby creates the General Obligation Bonds, Series 2025A Construction Fund (the "Construction Fund"). The City will maintain the following accounts in the Construction Fund: the "Improvements Account" and the "Utility Account."

(a) Improvements Account. Proceeds of the Improvements Portion of the Bonds (reduced by the appropriation made in accordance with Section 5.04 to pay costs of issuance and the

appropriation, if any, of any portion of the Improvements Portion of the Bonds made in accordance with Section 4.01 hereof) shall be deposited in the Improvements Account of the Construction Fund and used solely to pay costs of the Improvements. Any balance remaining in the Improvements Account of the Construction Fund after completion of the Improvements may be used for any other public use authorized by law and approved by resolution adopted or vote taken in the manner required to authorize the application of the proceeds of the Improvements Portion of the Bonds for such new use and purpose, or credited to the Improvements Account of the Debt Service Fund or other City debt service fund, all in accordance with Section 475.65 of the Act.

(b) Utility Account. Proceeds of the Utility Portion of the Bonds (reduced by the appropriation made in accordance with Section 5.04 to pay costs of issuance and the appropriation, if any, of any portion of the Utility Portion of the Bonds made in accordance with Section 4.01 hereof), shall be deposited in the Utility Account of the Construction Fund to be used solely to pay costs of the Utility Improvements. Any balance remaining in the Utility Account of the Construction Fund after completion of the Utility Improvements may be used for any other public use authorized by law and approved by resolution adopted or vote taken in the manner required to authorize the application of the proceeds of the Utility Portion of the Bonds for such new use and purpose, or credited to the Utility Account of the Debt Service Fund or other City debt service fund, all in accordance with Section 475.65 of the Act.

4.03. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith and credit and taxing powers of the City are hereby irrevocably pledged. If a payment of principal of or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the Finance Director must pay such principal or interest from the general fund of the City, and the general fund shall be reimbursed for those advances out of the proceeds of the taxes levied herein, when collected.

4.04. Pledge of Taxes.

(a) Improvements Portion. For the purpose of paying a portion of the principal of and interest on the Improvements Portion of the Bonds, there are levied direct annual irrepealable ad valorem taxes (the "Improvement Taxes") upon all of the taxable property in the City, to be spread upon the tax rolls and collected with and as part of other general taxes of the City. The Improvement Taxes shall be credited to the Improvements Account of the Debt Service Fund above provided and shall be levied in the years and amounts attached hereto as EXHIBIT C to this Resolution, and, in the event the Improvement Taxes so levied are ever insufficient to pay the principal of and interest on the Improvements Portion, additional taxes are hereby authorized to be levied without limitation as to rate or amount. Said tax levies shall be irrevocable as long as any of these Bonds are outstanding and unpaid, provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by the Act (specifically, Section 475.61 of the Act).

(b) Utility Portion. It is determined that the Net Revenues from the Utility Systems shall produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest on the Utility Portion of the Bonds and that no ad valorem tax levy is needed at this time. In the event of any deficiency of Net Revenues pledged, additional taxes shall be levied on all taxable property in the District, which taxes may be levied without limitation as to rate or amount. Said tax levies shall be irrevocable as long as any of the Utility Portion of the Bonds are outstanding and unpaid, provided that the District reserves the right and power to reduce the levies in the manner and to the extent permitted by the Act (specifically, Section 475.61 of the Act).

4.05. City Covenants with Respect to the Improvement Portion of the Bonds. It is hereby determined that the Improvements will directly and indirectly benefit certain abutting and other benefited property in the City, and the City hereby covenants with the holders from time to time of the Improvement Portion of the Bonds as follows:

(a) The City has caused or will cause the Assessments for the Improvements to be promptly levied so that the first installment will be collectible not later than 2025 and will take all steps necessary to assure prompt collection, and the levy of the Assessments is hereby authorized. The Council will cause to be taken with due diligence all further actions that are required for the construction of each Improvement financed wholly or partly from the proceeds of the Improvement Portion of the Bonds, and will take all further actions necessary for the final and valid levy of the Assessments and the appropriation of any other funds needed to pay the Improvement Portion of the Bonds and interest thereon when due.

(b) In the event of any current or anticipated deficiency in the Assessments or the Improvement Taxes, the Council will levy additional ad valorem taxes in the amount of the current or anticipated deficiency.

(c) The City will keep complete and accurate books and records showing: receipts and disbursements in connection with the Improvements, Assessments and the ad valorem taxes levied therefor and other funds appropriated for their payment, collections thereof and disbursements therefrom, monies on hand and, the balance of unpaid Assessments.

(d) The City will cause its books and records to be audited at least annually and will furnish copies of such audit reports to any interested person upon request.

(e) At least 20% of the cost to the City of the Improvements described herein has been or will be specially assessed against benefited properties.

4.06. City Covenants with Respect to the Utility Portion of the Bonds. The Council covenants and agrees with the holders of the Bonds that so long as any of the Bonds remain outstanding and unpaid, it will keep and enforce the following covenants and agreements:

(a) The City will continue to maintain and efficiently operate the Utility Systems as public utilities and conveniences free from competition of other like municipal utilities and will cause all revenues therefrom to be deposited in bank accounts and credited to the Utility Fund, as hereinabove provided, and will make no expenditures from those accounts except for a duly authorized purpose and in accordance with this Resolution.

(b) The City will also maintain the Utility Account of the Debt Service Fund as a separate account and will cause money to be credited thereto from time to time, out of Net Revenues from the Utility Systems in sums sufficient to pay principal of and interest on the Utility Portion of the Bonds when due.

(c) The City will keep and maintain proper and adequate books of records and accounts separate from all other records of the City in which will be complete and correct entries as to all transactions relating to the Utility Systems and which will be open to inspection and copying by any Bondholder, or the Bondholder's agent or attorney, at any reasonable time, and it will furnish certified transcripts therefrom upon request and upon payment of a reasonable fee therefor,

and said account will be audited at least annually by a qualified public accountant and statements of such audit and report will be furnished to all Bondholders upon request.

(d) The Council will cause persons handling revenues of the Utility Systems to be bonded in reasonable amounts for the protection of the City and the Bondholders and will cause the funds collected on account of the operations of such systems to be deposited in a bank whose deposits are guaranteed under the Federal Deposit Insurance Law.

(e) The Council will keep the Utility Systems insured at all times against loss by fire, tornado and other risks customarily insured against with an insurer or insurers in good standing, in such amounts as are customary for like plants, to protect the holders, from time to time, of the Bonds and the City from any loss due to any such casualty and will apply the proceeds of such insurance to make good any such loss.

(f) The City and each and all of its officers will punctually perform all duties with reference to the Utility Systems as required by law.

(g) The City will impose and collect charges of the nature authorized by Chapter 444, specifically Minnesota Statutes, Section 444.075, at the times and in the amounts required to produce Net Revenues adequate to pay all principal and interest when due on the Utility Portion of the Bonds and to create and maintain such reserves securing said payments as may be provided herein.

(h) The Council will levy general ad valorem taxes on all taxable property in the City when required to meet any deficiency in Net Revenues.

4.07. Debt Service Coverage. It is determined that the estimated collection of Improvement Taxes, Assessments and Net Revenues herein pledged shall produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levies herein provided shall be irrevocable until all of the Bonds are paid, provided that at the time the City makes its annual tax levies the Finance Director may certify to the County Auditor-Treasurer of Hennepin County, Minnesota (the "County Auditor") that the City made an irrevocable appropriation of a specified amount to the Debt Service Fund of money actually on hand or if there is on hand any excess amount in the Debt Service Fund and the County Auditor shall thereupon reduce the levy collectible during such year by the amount so certified.

4.07. Registration of Resolution. The Finance Director is authorized and directed to file a certified copy of this Resolution with the County Auditor and to obtain the certificate required by Section 475.63 of the Act.

Section 5. Authentication of Transcript.

5.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits, and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, shall be deemed representations of the City as to the facts stated therein.

5.02. Certification as to Official Statement. The Mayor, the City Manager and the Finance Director, or any of their authorized designees, are authorized and directed to certify that they have examined the final

Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the final Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the final Official Statement and further that said final Official Statement did not (as of the date of the final Official Statement) and does not contain any untrue statement of a material fact or omit to state a material fact which should be included therein for the purpose for which the final Official Statement is to be used, or which is necessary in order to make the statements made therein, in light of the circumstances under which they are made, not misleading.

5.03. Other Certificates. The Mayor, the City Manager and the Finance Director, or any of their authorized designees, are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor, the City Manager and the Finance Director shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Finance Director shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

5.04. Payment of Costs of Issuance. The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to Wells Fargo Bank, National Association on the closing date for further distribution as directed by the Municipal Advisor.

5.05. Electronic Signatures. The electronic signatures of the Mayor, the City Manager and the Finance Director, or any of their authorized designees, to this Resolution and any document or certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) "electronic signature" means: (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign or Adobe or a similarly digitally auditable signature gathering process; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

## Section 6. Tax Covenants.

6.01. Tax-Exempt Bonds. The City shall comply with all the necessary requirements and take all necessary actions (or decline to take prohibited actions) to ensure that interest on the Bonds shall not be includable in gross income for federal income tax purposes under Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and applicable Treasury Regulations promulgated thereunder (the "Regulations"). The City covenants and agrees with the holders from time to time of the Bonds that it shall not take or permit to be taken by any of its officers, employees, or agents any action which would cause the interest on the Bonds to become subject to federal income taxation under the Code and the Regulations, in effect at the time of such actions, and that it shall take or cause its officers, employees, or agents to take all affirmative action within their powers that may be necessary to ensure that such interest shall not become includable in gross income for federal income tax purposes under the Code and applicable Regulations, as presently existing or as hereafter amended and made applicable to the Bonds.

6.02. Continuing Requirements. The City shall comply with all requirements necessary under the Code and Regulations to establish and maintain the exclusion from gross income of the interest on the Bonds under Sections 103 and 141-150 of the Code and applicable Regulations including, without limitation, requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States. The Mayor and the City Manager, being officers of the City charged with the responsibility for issuing the Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code and applicable

Regulations stating the facts, estimates, and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the “gross proceeds” of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of the Code and the Regulations. The City covenants and agrees to retain such records, make such determinations, file such reports and documents, and pay such amounts at such times as are required under Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, unless the Bonds qualify for an exception from the rebate requirement in accordance with one of the spending exceptions set forth in Section 1.148-7 or Section 1.148-8 of the Regulations. The City shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations and covenants made by this section.

6.03. Rebate. The City will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States unless the Bonds qualify for an exception to the rebate requirement under the Code and Regulations.

6.04. Not Private Activity Bonds. The City further covenants not to use the proceeds of the Bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be determined to constitute “private activity bonds,” within the meaning of Sections 103 and 141 through 150 of the Code and the applicable Regulations promulgated thereunder.

6.05. Qualified Tax-Exempt Obligations. In order to qualify the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

- (a) the Bonds are not “private activity bonds” as defined in Section 141 of the Code;
- (b) the City designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;
- (c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) which will be issued by the City (and all subordinate entities of the City) during calendar year 2025 will not exceed \$10,000,000; and
- (d) not more than \$10,000,000 of obligations issued by the City during calendar year 2025 have been designated for purposes of Section 265(b)(3) of the Code.

Section 7. Book-Entry System; Limited Obligation of City.

7.01. DTC. The Bonds shall be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Bond shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the City, the Registrar, and the Paying Agent shall have no responsibility or obligation to any broker-dealers, banks, and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an

interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds; (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice of redemption; or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar, and the Paying Agent may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent shall pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments shall be valid and effectual to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the Bond Register, shall receive a certificated Bond evidencing the obligation of this Resolution. Upon delivery by DTC to the City Manager of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co." shall refer to such new nominee of DTC; and upon receipt of such a notice, the City Manager shall promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the "Representation Letter") which shall govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds shall agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City shall notify DTC, whereupon DTC shall notify the Participants, of the availability through DTC of Bond certificates. In such event the City shall issue, transfer, and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City shall issue and the Registrar shall authenticate Bond certificates in accordance with this resolution and the provisions hereof shall apply to the transfer, exchange, and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and all notices with respect to the Bond shall be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

## Section 8. Continuing Disclosure.

8.01. Execution of Continuing Disclosure Certificate. For purposes of this Section, "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Mayor and City Manager and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

8.02. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees to comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 9. Defeasance. When all of the Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants, and other rights granted by this resolution to the holders of the Bonds shall cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds shall remain in full force and effect. The City may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

(The remainder of this page is intentionally left blank).

The motion for the adoption of the foregoing resolution was duly seconded by Member \_\_\_\_\_, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

**EXHIBIT A**  
**PURCHASE AGREEMENT**

**EXHIBIT B**  
**FORM OF BOND**

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF HENNEPIN  
CITY OF HOPKINS

GENERAL OBLIGATION BONDS  
SERIES 2025A

No. R-\_\_\_\_ \$\_\_\_\_\_

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
0.000%	February 1, 20__	June __, 2025	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS

The City of Hopkins, a duly organized and existing municipal corporation in Hennepin County, Minnesota (the "City"), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the Principal Amount specified above, on the Maturity Date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360 day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing February 1, 2026, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by Bond Trust Services Corporation, Roseville, Minnesota, as Bond Registrar, Paying Agent, and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 2035, and on any day thereafter to prepay Bonds due on or after February 1, 2036. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City shall determine. If less than all Bonds of a maturity are called for redemption, the City shall notify The Depository Trust Company ("DTC") of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant shall then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments shall be at a price of par plus accrued interest to the date of optional redemption.

This Bond is one of an issue in the aggregate principal amount of \$[7,645,000] all of like original issue date and tenor, except as to number, maturity date, interest rate, redemption privilege and denomination, all issued pursuant to a resolution adopted by the City Council on May 20, 2025 (the “Resolution”), for the purpose of providing money to aid in financing street improvements and improvements to the water and sewer systems, pursuant to and in full conformity with the home rule charter of the City and the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapters 475, 444 and 429, as amended. The principal hereof and interest hereon are payable in part from special assessments levied against property specially benefited by local improvements, from net revenues of the sewer and water systems of the City, and from ad valorem taxes, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in special assessments, net revenues, and ad valorem taxes pledged, which additional taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

The City has designated the issue of Bonds of which this Bond forms a part as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), relating to the disallowance of interest expense for financial institutions and within the \$10 million limit allowed by the Code for the calendar year of issue.

IT IS HEREBY CERTIFIED AND RECITED that in and by the Resolution, the City has covenanted and agreed that it will continue to own and operate the sewer system, water system, and storm sewer system free from competition by other like municipal utilities; that adequate insurance on said systems and suitable fidelity bonds on employees will be carried; that proper and adequate books of account will be kept showing all receipts and disbursements relating to the Sewer Fund, the Water Fund, and the Storm Sewer Fund, into which it will pay all of the gross revenues from the sewer system, water system, and storm sewer system, respectively; that it will also create and maintain a Utility Improvements Account within the General Obligation Bonds, Series 2025A Debt Service Fund, into which it will pay, out of the net revenues from the sewer system, water system, and storm sewer system, a sum sufficient to pay principal of the Utility Revenue Bonds (as defined in the Resolution) and interest on the Utility Revenue Bonds when due; and that it will provide, by ad valorem tax levies, for any deficiency in required net revenues of the sewer system, water system, and storm sewer system.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Bond Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or the owner’s attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Bond Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the home rule charter of the City and the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional, charter, or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Hopkins, Hennepin County, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Manager and has caused this Bond to be dated as of the date set forth below.

Dated: June 10, 2025

**CITY OF HOPKINS, MINNESOTA**

\_\_\_\_\_  
(Facsimile)  
Mayor

\_\_\_\_\_  
(Facsimile)  
City Manager

\_\_\_\_\_  
**CERTIFICATE OF AUTHENTICATION**

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

**BOND TRUST SERVICES CORPORATION**

By \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_

**ASSIGNMENT**

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

\_\_\_\_\_

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STEMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not transfer this Bond unless the information concerning the assignee requested below is provided.

Name and Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Include information for all joint owners if this Bond is held by joint account.)

Please insert federal identification or other identifying number of assignee

\_\_\_\_\_

**PROVISIONS AS TO REGISTRATION**

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Officer of Registrar</u>
June __, 2025	Cede & Co. Federal ID #13-2555119	_____

**EXHIBIT C**  
**TAX LEVY SCHEDULES**

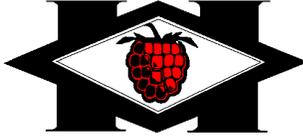
STATE OF MINNESOTA     )  
  )  
COUNTY OF HENNEPIN    ) ss.  
  )  
CITY OF HOPKINS         )

I, the undersigned, being the duly qualified and acting City Clerk of the City of Hopkins, Hennepin County, Minnesota (the “City”), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on May 20, 2025 with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of the City’s General Obligation Bonds, Series 2025A, in the original aggregate principal amount of \$[7,645,000].

WITNESS My hand officially as such Clerk this \_\_\_\_\_ day of May, 2025.

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Clerk of the City Council  
City of Hopkins, Hennepin County, Minnesota



CITY OF HOPKINS

Fire Department

## Memorandum

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

From: Dale Specken, Fire Chief  
Mike Wenshau, Deputy Fire Chief

Date: May 20, 2025

Subject: Fire Department Staffing Capacity Update and Funding Request

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### PURPOSE

Hopkins Fire Department staff will provide an update on the current staffing capacity challenges of the department and seeks Council feedback regarding a funding request to hire two additional full time firefighters.

### INFORMATION

The Hopkins Fire Department (HFD) is responsible for a wide range of critical services for the City of Hopkins, including fire suppression, emergency medical response, annual occupancy inspections, code enforcement, building plan reviews, fire prevention planning, and community outreach.

In 2023, the City of Hopkins engaged Raftelis to conduct a comprehensive [Fire Department Staffing Study](#). The goal of this study was to evaluate operations, service demands, and organizational efficiency, and to provide recommendations to improve effectiveness and sustainability.

#### Current Staffing Challenges

- *Authorized Staffing:* The department is currently authorized for a Chief, Deputy Chief, paid-on-call Assistant Chief, four full-time firefighters (FFs), and 42 paid-on-call (POC) firefighters.
- *Actual Staffing:* As of now, there are only 25 active POC firefighters.
- *High Turnover:* HFD has recently lost 8 firefighters to nearby departments (e.g., Bloomington, Eagan, Minneapolis) that offer full-time roles.
- *Excessive Workload:*
  - POC firefighters contributed over 13,600 hours in 2024, each covering at least 32 hours per month.
  - There are currently 320 hours of open shifts per month (projected through July), many requiring officers or drivers with specialized training.

- Full-time firefighters are covering extra shifts, leading to increased overtime and risk of burnout.
- Chief officers are experiencing a growing call load, further straining leadership resources.

### Request to City Council

HFD is requesting funding for two additional full-time firefighters to address the ongoing staffing crisis.

### Justifications:

- Ensures consistent 24-hour coverage by fully trained personnel.
- Reduces dependency on overtime and mitigates full-time staff burnout.
- Supports POC firefighters by pairing them with full-time staff for round-the-clock three-person crews.
- Maintains HFD's critical 4–5 minute emergency response time.
- Aligns with the long-term staffing strategy recommended in the Raftelis study.

### Estimated Budget Impact

- Estimated cost of two full time firefighters starting on August 1, 2025 - \$108,000
- Estimated savings from POC shift coverage - \$35,000
- Budget increase - \$73,000

### Alternatives Considered (and Rejected):

- Returning to an all-call model, increasing response time to 10 minutes.
- Expanding part-time/POC staffing, which has high turnover (52% attrition rate within three years).
- Shifting responsibilities to the Police Department, which is already overburdened.
- Relying on mutual aid from neighboring departments, many of which are also understaffed.

The department's proposal is a proactive step to stabilize operations, maintain high service standards, and support both full-time and on-call personnel in the face of growing regional and organizational demands.

### **SUPPORTING INFORMATION**

- Budget impact presentation.

### **FUTURE ACTION**

Based on City Council feedback and discussion, a resolution to amend the 2025 General Fund budget will be presented at the June 3, 2025 meeting.

# Budget Impact

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- Estimated cost of two fulltime firefighters starting on August 1, 2025 - \$108,000
- Estimated savings from paid on call shift coverage - \$35,000
- **Budget increase - \$73,000**



# Budget Impact

	Approved Budget	Proposed Budget
Fund Balance on 1/1/2025	8,004,139	8,004,139
2025 Budgeted Revenues	19,520,490	19,520,490
2025 Budgeted Expenditures	19,920,490	19,993,490
	(400,000)	(473,000)
Fund Balance on 12/31/2025	7,604,139	7,531,139
Fund Balance as Percent of Expenditures	38.17%	37.67%

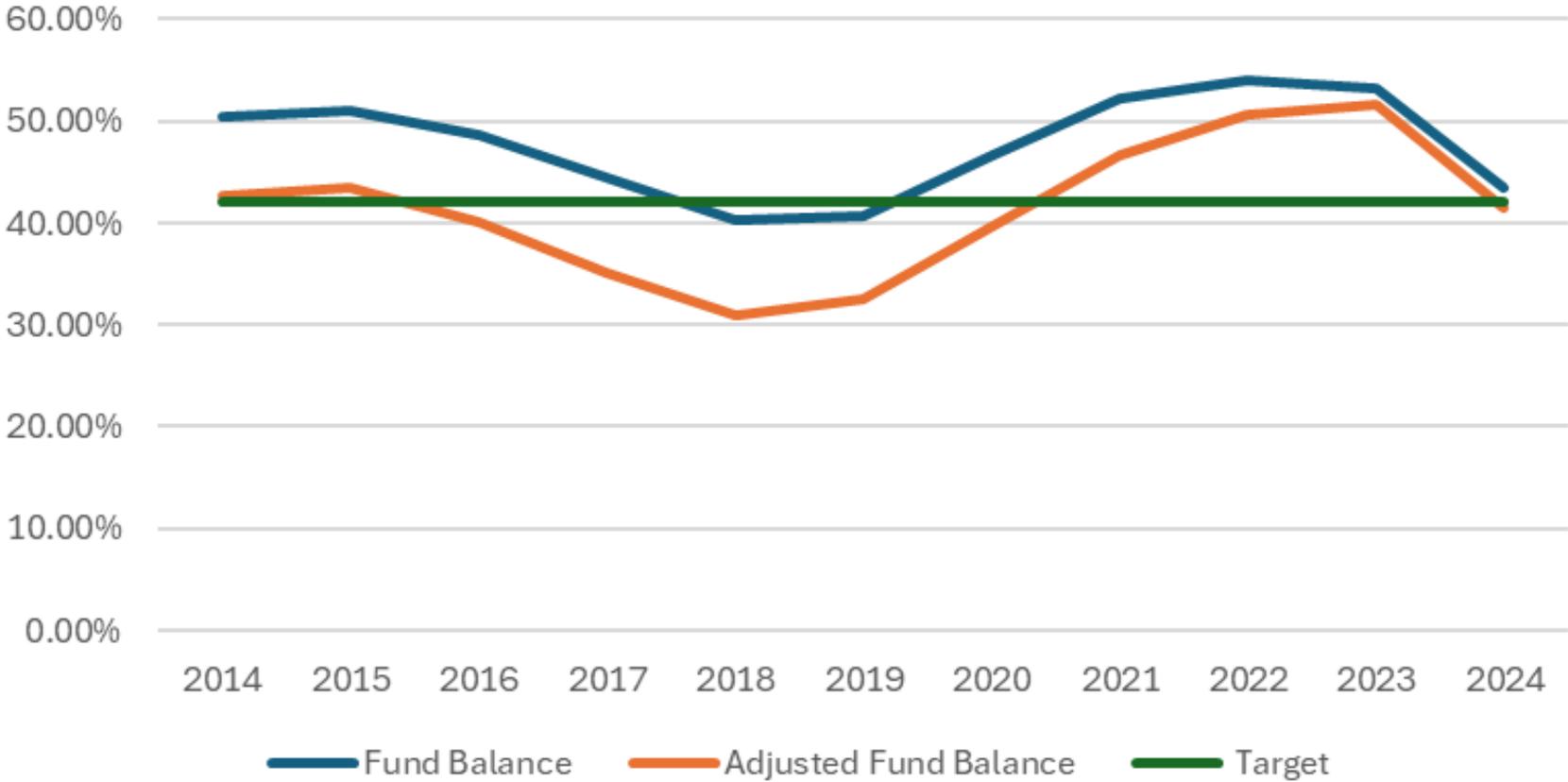


# Historical Fund Balance Levels

	Fund Balance Percent	Arts Center Deficit	Depot Deficit	Parking Deficit	Adjusted Fund Balance Percent
12/31/2024	43.45%	-	(143,071)	(225,300)	41.45%
12/31/2023	53.19%	-	(190,834)	(79,027)	51.61%
12/31/2022	53.99%	(345,337)	(204,125)	-	50.59%
12/31/2021	52.28%	(702,981)	(167,475)	-	46.76%
12/31/2020	46.66%	(996,730)	(83,687)	-	39.63%
12/31/2019	40.75%	(1,143,556)	(55,330)	-	32.43%
12/31/2018	40.38%	(1,200,071)	(55,602)	-	31.03%
12/31/2017	44.54%	(1,186,199)	(22,734)	-	35.12%
12/31/2016	48.66%	(1,011,663)	-	-	40.14%
12/31/2015	50.94%	(852,597)	-	-	43.43%
12/31/2014	50.50%	(848,017)	-	-	42.75%



# Fund Balance Percentage



# 2026 Budget Impact

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- Two additional fulltime positions included as base level in 2026 Budget
- Reductions in Paid on Call or part-time firefighters



# Next Steps

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- Resolution to Amend 2025 General Fund Budget on June 3<sup>rd</sup>

