



**City Council Agenda Item 11
Meeting of October 30, 2023**

Title: Items related to Hopkins Crossroad Trail Improvements Project

Report From: Chris Long, P.E., Assistant City Engineer

Submitted through: Mike Funk, City Manager
Will Manchester, P.E., Public Works Director
Darin Nelson, Finance Director
Phil Olson, P.E., City Engineer

Action Requested: Motion Informational Public Hearing
Form of Action: Resolution Ordinance Contract/Agreement Other N/A
Votes needed: 4 votes 5 votes N/A Other

Summary Statement

The city council ordered the improvements for the Hopkins Crossroad Trail Project on Aug. 22, 2022. The project proposes construction of a new trail along the east side of Hopkins Crossroad. The trail will provide a connection to existing regional trails at its southerly limit at Cedar Lake Road, connection to a Metro Transit Park & Ride facility adjacent to its northerly limit at Wayzata Blvd / I-394 and connection to LH Tanglen Elementary / Hopkins High School campus just east of the project.

At this time, housekeeping approvals are needed from city council to fulfill requirements associated with the state grant process and formalize overhead burial work with Xcel Energy.

Recommended Action

1. Adopt the attached resolution for the Special Appropriation Application for the Hopkins Crossroad Trail Improvements Project No. 22306 (4 votes).
2. Amend the Capital Improvements Plan (CIP) to obligate the budgeted funding sources to the 2023 CIP (5 votes).
3. Ratify a revised agreement with Xcel Energy in the revised amount of \$1,170,439.71 for the Hopkins Crossroad Trail Improvements Project No. 22306.

Strategic Profile Relatability

- | | |
|---|--|
| <input type="checkbox"/> Financial Strength & Operational Excellence | <input checked="" type="checkbox"/> Safe & Healthy Community |
| <input type="checkbox"/> Sustainability & Natural Resources | <input type="checkbox"/> Livable & Well-Planned Development |
| <input checked="" type="checkbox"/> Infrastructure & Asset Management | <input type="checkbox"/> Community Inclusiveness |
| <input type="checkbox"/> N/A | |

Statement: The Hopkins Crossroad Trail Improvements Project includes the construction of a top priority trail segment, enhancing trail network connectivity and city infrastructure.

Financial Consideration

Is there a financial consideration?

No Yes

Financing sources:

Budgeted Budget Modification New Revenue Source
Use of Reserves Other

Statement: The Hopkins Crossroad Trail is budgeted in 2024 and 2025 as shown in the 2023-2027 Capital Improvements Program (CIP) and previously amended on Aug. 22, 2022. The project budget of \$6,970,000 includes both construction and acquisition costs.

Background

On Aug. 22, 2022, the city council adopted a resolution accepting the feasibility report and authorizing the preparation of plans and specifications for the Hopkins Crossroad Trail project. Final design is currently being completed and bidding is planned for this winter.

The city has been awarded grants from Hennepin County, the State of Minnesota and federal regional solicitation money from the Metropolitan Council. Staff has been working with the various agencies to finalize the necessary agreements. Given the number of agreements and different requirements, city council approvals related to these items will be needed as the project moves forward.

Proposed Improvements

The project includes the addition of an eight-foot wide bituminous trail along the east side of Hopkins Crossroad, from Cedar Lake Road (CSAH 16) to Oak Knoll Terrance North. Proposed improvements include:

- Off-street trail construction
- Concrete curb and gutter to provide a safety buffer from the existing road
- ADA improvements at all bus stops and street crossings
- Pedestrian refuge to provide safe crossing to and from LH Tanglen Elementary

Estimated Project Costs and Funding

The total estimated construction cost, including engineering, administration and contingency, is \$6,970,000. Project funding is currently included in 2024 and 2025 within the 2022 – 2026 Capital Improvements Program (CIP).

City staff is working through the requirements of several grants along with updating an agreement from Xcel Energy. These grants and agreement will ultimately reduce the amount of city funding required for the project; however, a budget amendment to reduce funding cannot occur until bids are received and the agreements with various agencies are finalized. Below is a listing of the grants and agreement along with the current process going forward.

- In 2021, the city secured a grant through the Metropolitan Council Regional Solicitation Funding program in the amount of \$2,364,700. The grant application was successful due

Subject: Resolution for the Hopkins Crossroad Trail Improvements Project

to the connections to schools, religious institutions and transit. Staff continues to work through the requirements of this grant.

- On Aug. 22, 2022, council approved an agreement with Xcel Energy for burial of overhead lines in the amount of \$1,257,000. Since that time, staff worked with Xcel Energy to refine the design, which reduced the amount of the agreement to \$1,170,439.71. The revised agreement has been executed, and city council approval is needed to ratify the changes to the agreement and the execution of the agreement by staff.
- In 2023, the city secured a grant in the amount of \$343,200 through the Hennepin County Capital Improvement Project funds. These funds support the burial of overhead power and private utility lines along the project corridor. Staff is working with Hennepin County to finalize an agreement for consideration by the council later this winter.
- In May 2023, the city secured funding from the State of Minnesota in the amount of \$1,635,000. Staff is currently working through the process to finalize an agreement with the state. At this time, a CIP amendment is needed to obligate all project funding to 2023, instead of 2024 and 2025. This action is required by the state to show the project is fully funded in 2023.

Staff is also currently working with Hennepin County on other potential grant opportunities. If successful, any future grants received would be added as the project moves forward.

	Budget Amount	Proposed Funding	Expense
Construction Costs			\$3,300,000
Contingency			\$620,000
Engineering, Administration, and Indirect Costs			\$1,150,000
Easement Acquisition			\$500,000
Overhead Power Burial			\$1,400,000
Trail System Expansion Fund	\$3,270,000	\$3,270,000	
Electric Franchise Fund	\$1,400,000	\$1,400,000	
Metropolitan Council Grant	\$2,300,000	\$2,300,000	
Hennepin County – Overhead Burial	\$0	\$343,200	
State DEED Fund	\$0	\$1,635,000	
Total Budget	\$6,970,000	\$8,948,000	\$6,970,000

Schedule

If the recommended actions are approved by council, staff will continue working with the State of Minnesota to finalize an agreement for the state money by submitting a Special Appropriation Application to the Department of Employment and Economic Development (DEED).

Burial of the overhead power lines and other private utilities is ongoing. Construction of the trail is planned to begin in the spring of 2024 with completion in the fall of 2024. Consideration of bids for the trail project will be presented to council in the spring of 2024.

Resolution No. 2023-084

Resolution for the special appropriation application for the Hopkins Crossroad Trail project

BE IT RESOLVED by the City Council of the City of Minnetonka, Minnesota as follows:

Section 1. Background.

- 1.01. The City of Minnetonka acts as the legal sponsor for the project contained in Laws of MN 2023, Chapter 71--H.F. No. 670, Article 1, Sec. 14, Subd. 27 entitled Hopkins Crossroad Trail.
- 1.02. The City of Minnetonka has the legal authority to receive financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration.
- 1.03. The sources and amounts of the local match identified in the development proposal are committed to the project identified.
- 1.04. The City of Minnetonka has not violated any Federal, State or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

Section 2. Council Action.

- 2.01. Upon approval of its development proposal by the state, the City of Minnetonka may enter into an agreement with the State of Minnesota for the above-referenced project(s), and that the City of Minnetonka certifies that it will comply with all applicable laws and regulation as stated in all contract agreements.
- 2.02. The non-DEED source(s) of funds identified in the sources and uses outlined in the application total the amount of \$4,493,100 and are committed and adequate to fully fund or provide the match for the project identified in the application.
- 2.03. Any source(s) of the Applicant's fund(s) to fully fund the project shall be from the Trail System Expansion Fund and Electric Franchise Fund, which both have an adequate amount of funds to cover the commitment.
- 2.04. The mayor and city manager are hereby authorized to execute such agreements as are necessary to implement the project(s) on behalf of the City of Minnetonka.

Adopted by the City Council of the City of Minnetonka, Minnesota, on Oct. 30, 2023.

Brad Wiersum, Mayor
ATTEST:

Becky Koosman, City Clerk

ACTION ON THIS RESOLUTION:

Motion for adoption: Wilburn

Seconded by: Calvert

Voted in favor of: Schack, Wilburn, Calvert, Schaeppi, Coakley, Kirk, Wiersum

Voted against:

Abstained:

Absent:

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Minnetonka, Minnesota, at a duly authorized meeting held on Oct. 30, 2023.

Becky Koosman, City Clerk

Account No. XX-0014485387-X
Job No. 13510060
Job Address 2701 HOPKINS CROSSROAD
MINNETONKA, MN 55305



Northern States Power Company - Minnesota
5309 WEST 70TH STREET
EDINA, MN 55435

Dear CITY OF MINNETONKA

Thank you for choosing Xcel Energy to be your energy provider. We appreciate your business, and our goal is to deliver you reliable service at an affordable price.

This letter contains important information about your requested service. Please read all details below as well as any accompanying information and respond accordingly to ensure your project is completed accurately and timely.

This letter relates to your request for:

- * Relocation of Gas and/or Electric Facilities

Your portion of the cost of this project is \$585,219.86. A hard copy invoice will be sent to you via U.S. Mail Postal Service in the coming days. Please see the attached payment options document for more instructions. Upon receipt of payment and other required documentation as noted below, your project will be scheduled and you will be notified of the scheduled date. If paying by check, please note the account number identified at the top of this letter on your check to ensure accurate and timely payment processing.

Below is a list of additional documentation that you will need to review, sign, and return to the Xcel Energy Designer by email or U.S. Postal Service to their address listed at the bottom of the letter. Please retain a copy of all documentation for your records.

- **Documents to be returned to Xcel Energy:**
 - * Statement of Work Request Municipality 17-7012

- **Additional enclosures:**
 - * Customer Payment Options

If you have any questions about the enclosures or about your specific job, please contact the design representative below and reference your account number and/or job number above.

We look forward to being your energy provider.

Sincerely,
Gregg Wenzel
DESIGNER SR DISTRIBUTION
5309 WEST 70TH STREET
EDINA, MN 55435
Xcel Energy
gregg.m.wenzel@xcelenergy.com
952-380-2613

Updated 02/15/2023



Customer Payment Options

Xcel Energy offers seven payment options to pay for your construction project. Please select the payment options that work best for you.

Payment options listed in order of quickest processing

MyAccount/eBill™

Register at xcelenergy.com to make a payment from your checking account. You can also enroll in eBill and an email will let you know your bill is ready to view at the MyAccount site in place of receiving a mailed paper bill statement. MyAccount also provides a convenient list of your bill statement and payment history and retains your banking information for future use. Each additional account number will have to be added to your list of managed accounts within MyAccount.

Pay by Phone

Make payment from your checking or savings account at no charge by using our automated phone system. Please call us at 800.895.4999.

Credit/Debit Card Payment

All Xcel Energy residential and business customers are now eligible for payment via credit or debit card. Most major credit and debit cards accepted. Apple Pay or Google Pay is available to customers with a mobile device.

To pay by phone, call our payment processing partner, Kubra EZ Pay, at **833.660.1365**

To pay online, visit www.xcelenergy.com/billing_and_payment and click on the **Pay with credit/debit card** link to make an online credit/debit card payment through Kubra EZ Pay.

Please note the current fees along with payment information:

- *Residential Customer Accounts*
 - *Payments accepted for up to \$1,000 in a single transaction*
 - *There is a \$1.50 fee per transaction*
 - *No fee for Wisconsin residential customer accounts*
- *Non-Residential Customer Accounts*
 - *Payments accepted for up to \$100,000 in a single transaction*
 - *There is a 2.2% fee per transaction.*

All credit/debit card types allow a maximum 25 credit/debit card payments in a 28-rolling-day period, per Xcel Energy account, per credit/debit card.

*If you receive this message: "The information provided does not match our records please try again," while trying to make a payment, please try again the following day after 8am CST.

Overnight Payment Delivery Options

Send your payment and remittance stub including **account number (written on the memo line of your check)** via FedEx, UPS or USPS overnight delivery to:

Xcel Energy Attn: Remittance Processing
414 Nicollet Mall, 3rd Floor
Minneapolis, MN 55401-1993
Overnight delivery contact phone number: 612.330.5593

The following alternate zip-codes are also valid:

Minneapolis, MN 55401-1927
Minneapolis, MN 55401-4993

In-Person Pay Stations

Pay in-person at a location near you by visiting xcelenergy.com for pay station locations. **Please include the account number on the memo line of your check.**

Please note: A \$1.50 transaction fee applies. (\$1.45 for Western Union only in Colorado)

Pay by U.S Postal Service

When sending payment by U.S. mail, **please include the account number on the memo line of your check.** Do not combine this payment with any other Xcel Energy bill payments. Mail check payments to:

Xcel Energy
P.O. Box 9477
Minneapolis, MN 55484-9477

Electronic Funds Transfer (EFT) (Only available to business)

The Electronic Funds Transfer (EFT) payment process allows business customers to pay via Corporate Trade Exchange (CTX) formatted Automated Clearing House (ACH) (also referred to as EDI-820), the ability to electronically remit payment. The payments to Xcel Energy's bank accounts are initiated by the customer through a series of steps linked to the billing system. The CTX addenda records included with the funds transfer allow the posting of the payments to occur electronically to the account numbers provided by the customer. To obtain Xcel Energy's EFT bank account numbers and to provide transfer confirmation, please email CustReceive@xcelenergy.com.

Helpful hints to ensure accurate and timely processing of your payment:

- For all payment options, please have your account number available and note on any payment documentation.
- The hard copy invoice will be sent to you via U.S mail in the coming days. If you would like an electronic copy of our invoice prior to receiving the hard copy, please contact your Designer who is identified in the attached letter.
- In order to apply payment to the correct account and avoid unnecessary delays, please make separate payments for each individual project or invoice.
- Please note that depending on payment selection, it may take up to a few days to process your payment.



**STATEMENT OF WORK REQUESTED
BY COUNTY, CITY, TOWN OR TOWNSHIP
FOR PROJECTS WITH ESTIMATED
CONSTRUCTION COSTS OVER \$25,000**

DATE: MAY 22ND, 2023
 WORK REQUESTED BY: (Insert name of Municipality) CITY OF MINNETONKA C/O CHRIS LONG
"Municipality"
 WORK LOCATION: 2701 HOPKINS CROSSROAD, MINNETONKA, MN 55305
 ADDRESS: 14600 MINNETONKA BLVD
MINNETONKA, MN 55345

CONSISTING OF:

The following shall constitute the "Work" to be performed by Xcel Energy:

COVERT EXISTING OVERHEAD FACILITIES TO UNDERGROUND FACILITIES ALONG HOPKINS CROSSROAD FROM WAYZATA BLVD ON THE NORTH END TO CEDAR LAKE RD S ON THE SOUTH END. 1.05 MILES OF FACILITIES TO BE IMPACTED

Municipality agrees to pay Xcel Energy for Xcel Energy's actual total cost of the Work, subject to the Municipality's right of cost review in accordance with the terms of this Statement of Work ("Statement"). The current estimate for the Work is \$ 1,170,439.71 ("Estimate"). The Estimate is comprised of the following major components:

Component	Sub-estimate
6 - SWITCHING CABINETS	4700' OF 1PHASE #2AL CABLE
1 - CAPACITOR BANK	6 - SERVICE PEDESTALS
5 - 1PHASE TRANSFORMERS	13- POLES
5 - LBC CABINETS	
6300' OF 750AL FEEDER CABLE	
5000' OF 3PHASE 1/0AL CABLE	

Total: _____


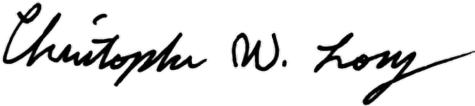
The undersigned hereby requests and authorizes Xcel Energy to perform the Work. In consideration thereof and in lieu of a City Requested Facilities Surcharge, the City agrees to pay Xcel Energy on the date of this Statement an initial payment of (\$ 585,219.86) which is fifty (50) percent of the Estimate ("Down Payment").

All Work shall be performed pursuant to good utility practice (as that term is generally understood in the utility industry) utilizing Xcel Energy's commercially reasonable efforts to complete the Work within the Estimate under Xcel Energy's then current design standards, operating procedures, and safety procedures. The facilities installed or removed by Xcel Energy shall be the property of Xcel Energy and any payment by Municipality shall not entitle Municipality to any ownership interest or right therein. Municipality's and Xcel Energy's rights and obligations with respect to the facilities and services provided through the facilities are subject to the terms of this Statement, as well as the additional terms and conditions provided in the Xcel Energy Electric Rate Book, as now exists or may hereafter be changed, on file with the Minnesota Public Utilities Commission. In advance of the Work, Municipality agrees to inform Xcel Energy of any Municipality-related or other projects that may affect the Work. During the Work, Xcel Energy agrees to provide the Municipality notice of any proposed change orders increasing the cost of the Work. Municipality acknowledges that change orders that result from requests of Municipality with respect to the performance of the Work or the scope of the Work may increase Xcel Energy's actual cost of the Work. Upon completion of the Work, Xcel Energy agrees to provide Municipality with final detail of the actual work performed and the actual costs of such work performed. Xcel Energy will identify any information included in such information that is non-public pursuant to Minn. Stat. Ch. 13. Upon request by



Municipality, Xcel Energy shall provide Municipality the opportunity to review more detailed documentation of the Work performed and related costs. Xcel Energy agrees to keep Municipality reasonably informed with respect to Xcel Energy's performance of the Work, consistent with good utility practice and will, at minimum, apprise Municipality when half of the Estimate has been spent and when ninety percent of the Estimate has been spent. Xcel Energy also agrees to timely notify the Municipality when the Work is substantially complete. Upon receipt of the invoice for the cost balance, the City shall have the right to require that Xcel Energy provide reasonable cost support documentation, including change orders, for its actual total cost of the Work. The Municipality shall pay the balance of cost not subject to reasonable dispute within the timeframe set forth in the Minnesota Municipal Prompt Payment Act, Minn. Stat. 471.425. Xcel Energy and Municipality shall reasonably try to resolve any disputes with respect to costs incurred in performance of the Work in good faith. In the event Xcel Energy and Municipality are unable to resolve any such disputes, the parties may seek redress in a forum with jurisdiction over the dispute.

This Statement of Work is agreed to by Xcel Energy and Municipality and receipt of the above Down Payment of \$585,219.86 is hereby acknowledged on behalf of Xcel Energy.

XCEL ENERGY SIGNATURE	CUSTOMER SIGNATURE
Northern States Power Company	Legal Entity Name (if applicable): City of Minnetonka
By:  Digitally signed by Joel Rude Date: 2023.05.23 08:00:00 -05'00'	Authorized Signer (see signing options below*): Signing Option 1 <input type="checkbox"/> AGREE Signing Option 2 (Signature below) By: 
Printed Name: Joel Rude	Printed Name: Christopher W. Long
Title: Design Supervisor	Title (if applicable): Assistant City Engineer
Date: 05/24/2023	Date: 05/24/2023

* **Signing Option 1 (just click to agree):** By clicking the AGREE checkbox above, you acknowledge that you are the customer or an authorized signer for the customer and have read, understand, and agree to the above-stated terms.
Signing Option 2: Add Electronic Signature and return by e-mail **OR** print, sign, scan and return by e-mail **OR** print and sign and return by mail.

XCEL ENERGY WORK ORDER # 13510060

ESTIMATED CONSTRUCTION \$ 0.00

ESTIMATED REMOVAL \$ _____

ESTIMATED TOTAL \$ _____

FORM 17-7012