

**HOPKINS CITY COUNCIL
AGENDA
Tuesday, October 2, 2018
7:00 pm**

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

Schedule HRA Meeting, 7 p.m. – City Council Meeting immediately following HRA Meeting
Work Session after close of Regular Meeting

I. CALL TO ORDER

II. ADOPT AGENDA

III. PRESENTATIONS

1. Act on Alzheimer's Award; Specken

IV. CONSENT AGENDA

1. Minutes of the September 18, 2018 City Council Regular Meeting Proceedings
2. Minutes of the September 18, 2018 City Council Work Session following Regular Meeting Proceedings
3. Resolution Approving Raspberry Ridge Loan Addition; Elverum
4. Amendment to SW LRT Subordinate Funding Agreement - 04; Elverum
5. Amendment to SW LRT Subordinate Funding Agreement - 05; Elverum
6. Amendment to SW LRT Subordinate Funding Agreement - 06; Elverum
7. Subordinate Funding Agreement 08 - SW LRT; Elverum
8. Second Reading of Ordinances Deleting and Replacing Sections 701 and 702 of the Hopkins City Code; Bishop
9. Ratify Checks Issued in September 2018; Bishop

V. PUBLIC HEARING

1. Adopt Assessment Roll – 2018 Miscellaneous Special Assessments; Bishop

VI. OLD BUSINESS

VII. NEW BUSINESS

1. Resolution Declaring a Vacancy on the Hopkins City Council; Lenz

VIII. ANNOUNCEMENTS

- Hopkins Farmers' Market at 16 9th Ave. S.: Saturdays through October, 7:30 a.m. to Noon
- Fire Station Open House: Saturday, October 13 from 10 a.m. to 2 p.m.
- Fire Station 125th Anniversary Celebration at LTD Brewery: Saturday, October 13 from 5 p.m. to 9 p.m.
- The Depot Coffee House 20th Anniversary at The Depot: Saturday, October 20 from 3 to 5 p.m.

IX. ADJOURN

OPEN AGENDA – PUBLIC COMMENTS/CONCERNS

Public must fill out a Speaker Request Form. During this time, anyone wanting to address a topic **not listed on the agenda** may do so. Three minute time limit per person.

The Hopkins City Council Chambers are enabled with a hearing loop system and hearing amplification options are available. Please notify staff for assistance.

Memorandum



To: Honorable Mayor Cummings and City Council
CC: Mike Mornson City Manager
From: Chief Dale Specken,
Date: 9/27/2018
Re: Act On Alzheimer's Award

Gayle Skoglund with Augustana Care and Open Circle will be here to present the City with the "Tim Tucker Sprit of Collaboration Award" at the October 2nd City Council Meeting. This award was presented to the Hopkins ACT on Alzheimer's group on August 3rd.

This award recognizes the Hopkins Act on Alzheimer's group on making the City a more dementia- friendly community. This group is made up of Church groups, Senior Living Centers, Hopkins Public Schools, Metropolitan Area agencies, Augustana and the City of Hopkins.

This group meets monthly, presents on "Dementia Friendly Community" and provides a monthly memory Café at the Hopkins Library which provides a place for individuals with dementia and care givers to find fellowship and support those dealing with dementia.

**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
SEPTEMBER 18, 2018**

CALL TO ORDER

Pursuant to due call and notice thereof a regular meeting of the Hopkins City Council was held on Tuesday, September 18, 2018 at 7:01 p.m. in the Council Chambers at City Hall, 1010 First Street South, Hopkins.

Mayor Cummings called the meeting to order with Council Members Kuznia, Halverson, Gadd and Campbell attending. Staff present included City Manager Mornson, Finance Director Bishop, City Clerk Domeier, Director of Planning and Development Elverum, Assistant City Manager Lenz, City Attorney Riggs and Public Works Director Stadler.

ADOPT AGENDA

Mayor Cummings discussed the two proposed changes to the Agenda. Consent Agenda item 3 approving the Minutes of the September 11, 2018 City Council Work Session has a modification. Under the Updates section, it should read "Council Member Gadd discussed the Metro Cities Transportation Committee presentation on Metro Council transit budget process. Consent Agenda item 9 approving the 2019 City Council Meeting Schedule has a couple of changes.

- The City Council Meeting listed for Tuesday, November 19, 2019 will be held on Monday, November 18, 2019 in the City Council Chambers beginning at 7 p.m.
- The Planning Commission Regular Meeting will be held on Tuesday, December 17, 2019 in the Raspberry Room at City Hall beginning at 6:30 p.m.

Motion by Campbell. **Second** by Kuznia.

Motion to Adopt Agenda with proposed amendments.

Ayes: Kuznia, Halverson, Cummings, Gadd, Campbell.

Nays: None. **Motion carried.**

CONSENT AGENDA

Motion by Kuznia. **Second** by Gadd.

Motion to Approve the Consent Agenda.

1. Minutes of the September 4, 2018 City Council Regular Meeting Proceedings
2. Minutes of the September 4, 2018 City Council Work Session following Regular Meeting Proceedings
3. Minutes of the September 11, 2018 City Council Work Session Proceedings as amended
4. Resolution Appointing Election Judges for the November 6, 2018 General Election
5. Resolution Amending Fees in Chapter 10 of the Hopkins City Code
6. Extension of On-Sale Liquor License Premise for LTD Brewing LLC DBA LTD Brewing Co.
7. Approval of Hennepin County Multi-Jurisdictional Hazard Mitigation Plan
8. Approve Public Works Joint Powers Mutual Aid Agreement

**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
SEPTEMBER 18, 2018**

9. Approval of the 2019 City Council Meeting Schedule with changes

Ayes: Kuznia, Halverson, Cummings, Gadd, Campbell.

Nays: None. Motion carried.

NEW BUSINESS

VII.1. First Reading of Ordinances Deleting and Replacing Sections 701 and 702 of the Hopkins City Code

Finance Director Bishop gave an overview of Franchise Fees, explaining what the fees are and how they are used. Mr. Bishop discussed the proposed increase and what it could fund. Mr. Bishop explained that Franchise Fees are collected from all users including schools, governments, churches and nonprofit organizations. The proposed increase for residential users is \$2.60 a month with different users paying different amounts. The second reading would be scheduled for October 2 with the increase becoming effective January 1, 2019.

Mayor Cummings asked about Franchise Fee comparison to surrounding cities and legislative changes. Mr. Bishop explained how Hopkins compares to comparable cities and discussed the components to new laws. There was discussion that Franchise Fees are more equitable since they are applied to all users.

Motion by Gadd. **Second** by Halverson.

Motion to approve ordinances 2018-1035 and 2018-1036 for first reading.

Ayes: Kuznia, Halverson, Cummings, Gadd, Campbell.

Nays: None. Motion carried.

VII.2. Approve Proposed 2019 Levy, Proposed 2019 General Fund Budget and Set Budget Meeting Date

Finance Director Bishop gave an overview of the preliminary levy and budgets. Mr. Bishop discussed the truth in taxation process commenting that the resolutions would set the maximum levy that could not be raised once set but could be lowered. Mr. Bishop gave an overview of the 2019 proposed General Fund expenditures, revenue and levy. Mr. Bishop discussed the debt levy that pays the 2018 debt service requirements for the street improvement projects and equipment certificates. Mr. Bishop discussed what the proposed increase would be for a home valued at \$236,500. Mr. Bishop explained that the next steps of the proposed budget and levy include a public meeting on December 4 with final certification due to Hennepin County by the end of December.

Council Member Gadd asked about the levy increase. Mr. Bishop explained the reason for the fluctuations in the levy amounts in different years. Mayor Cummings asked for an explanation of the overall budget process. Mr. Bishop discussed the budget process that begins in January with discussions at two City Council Work Sessions. Mayor

**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
SEPTEMBER 18, 2018**

Cummings commented that once the proposed maximum levy is set it cannot increase but it can be reduced.

Motion by Kuznia. **Second** by Gadd.

Motion to adopt Resolution 2018- 078 “Approving proposed 2019 tax levy, debt service levies at levels under those required in bond covenants, proposed general fund budget, and setting budget meeting dates”.

Ayes: Kuznia, Halverson, Cummings, Gadd, Campbell.

Nays: None. Motion carried.

VII.3. Approve Proposed 2019 HRA/EDA Tax Levy

Finance Director Bishop discussed the proposed HRA/EDA tax levy and explained that the levy must be adopted and submitted to Hennepin County by September 30. Mr. Bishop explained that staff is proposing to set the HRA/EDA levy at the maximum allowed. The levy amount cannot be increased by it can be reduced.

Motion by Halverson. **Second** by Campbell.

Motion to approve Resolution 2018- 079 Approving proposed 2019 HRA tax levy.

Ayes: Kuznia, Halverson, Cummings, Gadd, Campbell.

Nays: None. Motion carried.

ANNOUNCEMENTS

- Hopkins Farmers’ Market at 16-9th Ave. S. Saturdays through October, 7:30 a.m. to Noon.
- Pickleball Grand Opening at Central Park: Wednesday, September 19 at 5 p.m.
- Artery Grand Opening 2.0 at 8th Avenue: Saturday, September 22 from 11 a.m. to 3 p.m.
- Pavilion Grand Re-Opening of the Hopkins Pavilion: Saturday, September 29 from Noon to 3 p.m.
- Fire Station Open House: Saturday, October 13 from 10 a.m. to 2 p.m.
- Fire Station 125th Anniversary Celebration at LTD Brewery: Saturday, October 13 from 5 p.m. to 9 p.m.
- The Depot Coffee House 20th Anniversary at The Depot on Saturday, October 20, 3-5 p.m.

ADJOURNMENT

There being no further business to come before the City Council and upon a motion by Campbell, second by Kuznia, the meeting was unanimously adjourned at 7:28 p.m.

**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
SEPTEMBER 18, 2018**

OPEN AGENDA – PUBLIC COMMENTS AND CONCERNS

The City Council did not receive any comments or concerns.

Respectfully Submitted,
Debbie Vold

ATTEST:

Molly Cummings, Mayor

Amy Domeier, City Clerk

**MINUTES OF THE CITY COUNCIL WORK SESSION PROCEEDINGS
AT CONCLUSION OF THE REGULAR CITY COUNCIL MEETING
Tuesday, September 18, 2018**

CALL TO ORDER

Pursuant to due call and notice thereof a work session of the Hopkins City Council was held on Tuesday, September 18, 2018 at 7:29 p.m. in the Council Chambers at City Hall, 1010 First Street South, Hopkins.

Mayor Cummings called the meeting to order with Council Members Kuznia, Halverson, Gadd and Campbell attending. Staff present included City Manager Mornson, Director of Planning and Development Elverum, Solid Waste Coordinator Hove, Assistant City Manager Lenz and Public Works Director Stadler.

Community Development

Director of Planning and Development Elverum gave update on the sale of rental properties in Hopkins. The properties are scheduled to close the end of September. The new owners have some familiarity with Minnesota and appear to manage moderately affordable properties. Ms. Elverum discussed affordable housing preservation and the Tenant Protection Ordinance recently adopted in St. Louis Park. Ms. Elverum would keep the Council updated.

Ms. Elverum gave an update on the Southwest Light Rail Transit (SWLRT) project. The SWLRT Project Office remains positive about the project. Ms. Elverum discussed possible change orders to the Subordinate Funding Agreement and how to keep things moving forward without delaying actions. Ms. Elverum discussed changes to the reduced Operations and Maintenance Facility (OMF) and storm water treatment areas. The changes could allow for more future development area. The Agreements would be on a future City Council Agenda. There was Council discussion about the importance to keep the SWLRT process moving forward and maintaining a positive relationship with the SWLRT Project Office.

Public Works

Public Works Director Stadler gave an update on the Hopkins Pavilion project. Groups are beginning to use the ice. Mr. Stadler commented on the popularity of the Burnes Park Splash pad and good attendance numbers at Shady Oak Beach this summer.

Solid Waste Coordinator Hove gave an update on the organics recycling drop-off program. Ms. Hove commented there has been consistent participation with approximately .5-1% of residents using the program with very little contamination. The brush and yard waste site where the organics drop-off is located closes on November 24. Ms. Hove discussed options for the organics recycling drop-off program:

- Moving a dumpster with a pass code lock outside the gate
- Locating roll-away carts at Public Works
- Partnering with the City of Minnetonka
- Suspending the program

Ms. Hove commented that the preferred option is to offer a joint organics program with the City of Minnetonka. Staff has applied for grant money to pay for the startup costs. Ms. Hove hopes to know the status of the grant prior to the closing of the recycling drop-off site.

Mayor Cummings asked about costs and location of the shared recycling center. Ms. Hove discussed hauling costs with the biggest expense being staff time. Ms. Hove is looking at weekly costs vs. biweekly costs for the next contract. The shared recycling center would be located at the Minnetonka Public Works facility. Ms. Hove is continuing conversations with City of Minnetonka staff. Assistant City Manager Lenz asked about the timeline for communication to the public. Ms. Hove commented that all the details would not be in place for the November Highlights but residents could “stay tuned for updates.”

Ms. Hove discussed that Hennepin County has mandated residential curbside collection of organics by January 1, 2022. Ms. Hove gave an overview of the key points to the revisions in Ordinance 13. Staff did not see any concerns with the revisions and in Hopkins ability to be compliant. Ms. Hove discussed ways that Hopkins could comply with the Ordinance. There was discussion about the opportunity for the rental community to be involved in the organics recycling program and the contamination rate. Ms. Hove commented that residents could be part of the drop off program and that education is an important tool to eliminate organic contamination. Public Works Director Stadler commented that by taking incremental steps towards curbside collection of organics, the program would gain in popularity and support. Council Member Gadd asked about technology improvements making the organics processing more affordable. Ms. Hove commented that she has not seen processing development improvements to date. Mayor Cummings thanked Ms. Hove for studying the options and for her work on the organics program.

City Council:

- Council Member Gadd discussed the League of Minnesota Cities (LMC) housing policies.
- Mayor Cummings discussed a meeting with a resident regarding neighborhood concerns and issues.
- Mayor Cummings and Assistant City Manager Lenz would be discussing inclusivity on boards and commissions at the October Council Work Session.
- Mayor Cummings would be attending the Itasca Project meeting on housing.
- Mayor Cummings participated in a panel discussion regarding transportation.
- Mayor Cummings would be serving at a dinner on Thursday, September 20 for National Guard troops scheduled to be deployed.

Administration:

City Manager Mornson gave the following updates:

- Discussion of the Artery event on September 22.
- Hockey Association ribbon cutting on September 29.

ADJOURNMENT

There being no further business to come before the City Council and upon a motion by Campbell, seconded by Gadd, the meeting was unanimously adjourned at 8:32 p.m.

Respectfully Submitted,
Debbie Vold

ATTEST:

Molly Cummings, Mayor

Amy Domeier, City Clerk

RESOLUTION APPROVING RASPBERRY RIDGE LOAN ADDITION

Proposed Action

Staff recommends adoption of the following motion: Move to approve Resolution 2018-080 Authorizing the Addition of a Second Loan on the Raspberry Ridge Apartments.

With this motion, Community Housing Development Corporation will be allowed to secure a second loan for financing improvements.

Overview

In 2008, the City of Hopkins issued tax exempt bonds as conduit financing for Community Housing Development Corporation (CHDC) to refund previous bonds and make improvements to the Raspberry Ridge development. CHDC is planning another set of improvements to the property, including retaining walls, roofing, parking lots and window lintel repair, financed with a secondary loan. The term would be \$1.1 million loan with a 25-year amortization.

The loan agreement that is in place between the City of Hopkins and CHDC requires CHDC to obtain permission from the City to take on additional debt. The proposed resolution would authorize CHDC to obtain the loan, secured against the property.

Primary Issues to Consider

The City is not incurring any additional responsibility for the project by approving a second loan, the action will result in improvements to the property and the residents will not experience a rent increase as a result of the action.

Supporting Information

- Resolution 2018-080
- Loan Agreement Between City of Hopkins and Community Housing Development Corporation
- List of Improvements

Kersten Elverum
Director of Planning & Development

Financial Impact: \$0	Budgeted:	Y/N _N__	Source: Related Documents (CIP, ERP, etc.): Excess TIF
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CITY OF HOPKINS, MINNESOTA

RESOLUTION NO. 2018-080

RESOLUTION AUTHORIZING THE ADDITION OF A SECOND LOAN ON THE RASPBERRY RIDGE APARTMENTS

WHEREAS, the City of Hopkins, Minnesota (“City”), entered into a loan agreement with Community Housing Development Corporation (“Developer”), dated June 1, 2008 (the “Agreement”), for the project generally known as the Raspberry Ridge Apartments (the “Project”); and

WHEREAS, the Project included a tax-exempt conduit bond issue in which the City participated; and

WHEREAS, the Developer now seeks to add a conventional loan (the “Second Loan”) in addition to the existing debt; and

WHEREAS, the Agreement requires the City to approve of such addition of the Second Loan; and

WHEREAS, the City is not incurring any additional responsibility for the Project by the approval of the Second Loan.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hopkins, Minnesota, that the recitals and the exhibit set forth in and attached to this Resolution are incorporated into and made a part of this Resolution.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the City of Hopkins, Minnesota, hereby approves of the addition of the Second Loan to the Project.

NOW, THEREFORE, BE IT FINALLY RESOLVED, by the City Council of the City of Hopkins, Minnesota, that the Mayor, City staff, City attorney and City consultants are hereby authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this Resolution.

Approved this 2nd day of October, 2018, by the City Council of the City of Hopkins, Minnesota.

CITY OF HOPKINS, MINNESOTA

Attest:

Molly Cummings, Mayor

Amy Domeier, City Clerk

LOAN AGREEMENT

BETWEEN

CITY OF HOPKINS, MINNESOTA,

AND

COMMUNITY HOUSING DEVELOPMENT CORPORATION

Dated as of June 1, 2008

Except for certain reserved rights, the interest of the City of Hopkins, Minnesota, in this Loan Agreement has been pledged and assigned to U.S. Bank National Association pursuant to a Pledge Agreement of even date herewith.

This instrument was drafted by:

Faegre & Benson LLP
90 South 7th Street
Minneapolis, Minnesota 55402

fb us.2731693.03

TABLE OF CONTENTS

(This Table of Contents is Not a Part of the Loan Agreement,
but is included for convenience only)

	<u>Page</u>
PREAMBLE AND RECITALS	1
ARTICLE 1 DEFINITIONS, EXHIBITS AND RULES OF INTERPRETATION.....	2
Section 1.1 Definitions.....	2
Section 1.2 Rules of Interpretation	4
ARTICLE 2 REPRESENTATIONS.....	6
Section 2.1 Representations by the City	6
Section 2.2 Representations by the Borrower.....	7
ARTICLE 3 THE LOAN.....	10
Section 3.1 Amount and Source of Loan	10
Section 3.2 Documents Required Prior to Disbursement of the Loan.....	10
Section 3.3 Disbursement of the Loan.....	10
Section 3.4 Repayment; Purchase Upon Put.....	11
Section 3.5 Borrower's Obligations Unconditional.....	11
Section 3.6 Fees to City	11
ARTICLE 4 BORROWER'S COVENANTS.....	12
Section 4.1 Indemnity	12
Section 4.2 Continuing Existence and Qualification	12
Section 4.3 Reports to Governmental Agencies	13
Section 4.4 Security for the Loan	13
Section 4.5 Preservation of Tax Exemption.....	13
Section 4.6 Lease or Sale of Project	16
Section 4.7 Project Operation and Maintenance Expenses.....	16
Section 4.8 Notification of Changes	17
Section 4.9 Insurance	17
Section 4.10 Disbursing Agreement	17
ARTICLE 5 PREPAYMENT OF LOAN	18
Section 5.1 Prepayment	18
ARTICLE 6 EVENTS OF DEFAULT AND REMEDIES	19
Section 6.1 Events of Default	19
Section 6.2 City's Remedies	20
Section 6.3 Disposition of Funds.....	20
Section 6.4 Manner of Exercise	21
Section 6.5 Attorneys' Fees and Expenses	21
Section 6.6 Effect of Waiver	21

ARTICLE 7 GENERAL.....	22
Section 7.1 Notices	22
Section 7.2 Binding Effect.....	22
Section 7.3 Severability	22
Section 7.4 Amendments, Changes and Modifications	22
Section 7.5 Execution Counterparts.....	23
Section 7.6 Limitation of City's Liability.....	23
Section 7.7 City's Attorneys Fees and Costs	23
Section 7.8 Release	23
Section 7.9 Assignment by City and Survivorship of Obligations	24
Section 7.10 Required Approvals	24
Section 7.11 Termination Upon Retirement of Note	24
Section 7.12 Non-Recourse Obligation of Borrower.....	24

TESTIMONIUM AND SIGNATURES

THIS LOAN AGREEMENT dated as of June 1, 2008, between the City of Hopkins, Minnesota, a Minnesota municipal corporation, called herein the "City", and Community Housing Development Corporation, a Minnesota nonprofit corporation, called herein the "Borrower",

WITNESSETH that the City and Borrower, each in consideration of the representations, covenants and agreements of the other as set forth herein, mutually represent, covenant and agree as follows:

ARTICLE 1

DEFINITIONS, EXHIBITS AND RULES OF INTERPRETATION

Section 1.1 Definitions. In this Agreement the following terms have the following respective meanings unless the context hereof clearly requires otherwise:

Act: Minnesota Statutes, Chapters 462C, as amended;

Agreement: this Agreement between the City and Borrower, as the same may from time to time be amended or supplemented as herein provided;

Assignment: the Assignment of Mortgage dated as of June 1, 2008, by which the City assigns to the Lender the Mortgage;

Bond Counsel: the firm of Faegre & Benson LLP, of Minneapolis, Minnesota; or such other counsel as shall be selected by the Borrower and be acceptable to the Lender and the City, and any opinion of Bond Counsel shall be a written opinion signed by such Bond Counsel;

Borrower: Community Housing Development Corporation, a Minnesota nonprofit corporation, its successors and assigns, and any surviving, resulting or transferee business entity which may assume its obligations in accordance with the provisions of this Agreement;

City: City of Hopkins, Minnesota, a Minnesota municipal corporation;

Closing: the date there is physical delivery of the Note to the Lender and payment therefor;

Code: the Internal Revenue Code of 1986, as amended, and the temporary, final or proposed regulations promulgated thereunder;

Counsel: an attorney designated by or acceptable to the Lender, duly admitted to practice law before the highest court of any state; an attorney for the Borrower or City may be eligible for appointment as Counsel;

Date of Taxability: this term shall have the meaning ascribed to it in Section 4.5(2);

Determination of Taxability: this term shall have the meaning ascribed to it in Section 4.5(2);

Disbursing Agreement: the Disbursing Agreement dated June 1, 2008, by and among the Lender and the Borrower;

Event of Default: any of the events described in Section 6.1 and assigned to the Lender by the Pledge Agreement;

Improvements: the capital expenditures to be incurred with respect to the Project and identified on Exhibit A to the Disbursing Agreement, including any related costs included in the definition of Project Costs;

Issuance Expenses: shall mean any and all costs and expenses relating to the issuance, sale and delivery of the Note, including, but not limited to, any fees of the Lender, all fees and expenses of legal counsel, financial consultants, feasibility consultants and accountants, any fee to be paid to the City, the cost of preparation and printing of this Agreement, the Mortgage, the Resolution, the Pledge Agreement, the Note, the Disbursing Agreement, the Regulatory Agreement and the Tax Compliance Agreement, and all other related documents, and all other expenses relating to the issuance, sale and delivery of the Note, and any other costs which are treated as "issuance costs" within the meaning of Section 147(g) of the Code;

Land: the real property and any other easements and rights described in Exhibit A to the Mortgage;

Lender: U.S. Bank National Association, a national banking association, in Minneapolis, Minnesota, its successors and assigns;

Loan: the loan of proceeds of the Note from the City to the Borrower described in Section 3.1;

Mortgage: the Combination Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement from the Borrower to the City securing the Note dated as of June 1, 2008, and assigned to the Lender by the Assignment;

Note: Multifamily Housing Revenue Note, Series 2008 (Raspberry Ridge Project), to be issued by the City pursuant to the Resolution;

Pledge Agreement: the pledge agreement of even date herewith between the City and Lender pledging and assigning the City's interest in this Loan Agreement to the Lender to the extent provided herein;

Principal Balance: so much of the principal sum on the Note as from time to time remains unpaid;

Prior Bonds: the \$5,175,000 Multifamily Housing Revenue Bonds (Hopkins Renaissance Project), Series 1996;

Project: the existing 101 unit multifamily housing facility located at 27 – 14th Avenue North in the City;

Project Costs: all direct costs authorized by the Act and paid or incurred by the Borrower to refund the Prior Bonds and construct the Improvements, including, but not limited to, architectural fees, engineering fees, contractors' fees and all costs of labor, material and services;

Regulatory Agreement: the Amended and Restated Regulatory Agreement dated the date hereof by and among the City, Borrower and Lender;

Resolution: the final Note Resolution of the City, adopted April 15, 2008, authorizing the issuance of the Note, together with any supplement or amendment thereto;

State: the State of Minnesota;

Tax Compliance Agreement: the Tax Compliance Agreement dated as of June 1, 2008 by and between the City and Borrower; and

Tax Exempt Organization: an organization described or treated as described in Section 501(c)(3) of the Code or a state or local governmental unit;

Treasury Regulations: all proposed, temporary or permanent federal income tax regulations then in effect and applicable.

Section 1.2 Rules of Interpretation.

(1) This Agreement shall be interpreted in accordance with and governed by the laws of the State of Minnesota.

(2) The words “herein” and “hereof” and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than to any particular section or subdivision hereof.

(3) References herein to any particular section or subdivision hereof are to the section or subdivision of this instrument as originally executed. Articles, sections, subsections and clauses mentioned by number only are those so numbered which are contained in this Agreement.

(4) Where the Borrower is permitted or required to do or accomplish any act or thing hereunder, the Borrower may cause the same to be done or accomplished with the same force and effect as if done or accomplished by the Borrower.

(5) The Table of Contents and titles of articles and sections herein are for convenience only and are not a part of this Agreement.

(6) Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa.

(7) Articles, sections, subsections and clauses mentioned by number only are those so numbered which are contained in this Agreement.

(8) References to the Note as “tax exempt” or to the “tax exempt status of the Note” are to the exclusion of interest on the Note from gross income pursuant to Section 103(a) of the Code, irrespective of such forms of taxation as the alternative minimum tax or

branch profits tax on foreign corporations, as is consistent with the approach taken in Section 59(i) of the Code.

ARTICLE 2

REPRESENTATIONS

Section 2.1 Representations by the City. The City makes the following representations as the basis for its covenants herein:

(1) The City is a duly organized and existing municipal corporation organized and existing pursuant to the laws of the State of Minnesota and is authorized to issue the Note to finance the Project Costs pursuant to the Act;

(2) In authorizing the Project the City's purpose is, and in its judgment the effect thereof will be, to promote the public welfare by facilitating the development and operation of rental housing within the community, resulting in the provision of decent, safe and sanitary rental housing opportunities to persons within the community;

(3) The issuance and sale of the Note, the execution and delivery of this Agreement, the Assignment, the Regulatory Agreement, the Tax Compliance Agreement and the Pledge Agreement, and the performance of all covenants and agreements of the City contained in this Agreement, the Assignment, the Note, the Regulatory Agreement, the Tax Compliance Agreement and the Pledge Agreement, and of all other acts and things required under the Constitution and laws of the State of Minnesota to make this Agreement, the Assignment, the Pledge Agreement, the Regulatory Agreement, the Tax Compliance Agreement and the Note valid and binding obligations of the City in accordance with their terms, are authorized by the Act and have been duly authorized by a resolution of the governing body of the City adopted at a meeting thereof duly called and held on April 15, 2008, by the affirmative vote of not less than a majority of its members;

(4) Pursuant to the Resolution, the City has authorized and directed the Lender to disburse the proceeds of the Note to the Borrower and such other parties as may be entitled to payment for Project Costs, upon receipt of such supporting documentation as the Lender may deem reasonably necessary or as required by this Agreement;

(5) There is not pending any suit, action or proceeding against the City before or by any court, arbitrator, administrative agency or other governmental City which materially and adversely affects the validity, as to the City, of this Agreement, or any of its obligations hereunder;

(6) No public official of the City has either a direct or indirect financial interest in this Agreement nor will any public official either directly or indirectly benefit financially from this Agreement within the meaning of Minnesota Statutes, Sections 469.009 and 47187.

Section 2.2 Representations by the Borrower. The Borrower makes the following representations as the basis for its covenants herein:

(1) The Borrower is a Minnesota nonprofit corporation duly incorporated and in good standing under the laws of the State of Minnesota, is duly authorized to conduct its business in all states where its activities require such authorization, has power to enter into this Agreement, the Regulatory Agreement, the Tax Compliance Agreement, the Disbursing Agreement and the Mortgage and to use the Project for the purpose set forth in this Agreement and by proper action has authorized the execution and delivery of this Agreement, the Regulatory Agreement, the Tax Compliance Agreement, the Disbursing Agreement and the Mortgage;

(2) The execution and delivery of this Agreement, the Regulatory Agreement, the Tax Compliance Agreement, the Disbursing Agreement and the Mortgage, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions thereof do not and will not conflict with or result in a breach of any of the terms or conditions of the Borrower's organizational documents or any restriction or any agreement or instrument to which the Borrower is now a party or by which it is bound or to which any property of the Borrower is subject, and do not and will not constitute a default under any of the foregoing or a violation of any order, decree, statute, rule or regulation of any court or of any state or federal regulatory body having jurisdiction over the Borrower or its properties, including the Project, and do not and will not result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Borrower contrary to the terms of any instrument or agreement to which the Borrower is a party or by which it is bound;

(3) As of the date hereof, use of the Project as designed and proposed to be operated complies, in all material respects, with all presently applicable development, pollution control, water conservation and other laws, regulations, rules and ordinances of the federal government and the State of Minnesota and the respective agencies thereof and the political subdivisions in which the Project is located; the Borrower has obtained, or will obtain in a timely manner, all necessary and material approvals of and licenses, permits, consents and franchises from federal, state, county, municipal or other governmental authorities having jurisdiction over the Project and to enter into, execute and perform its obligations under this Agreement, the Mortgage, the Regulatory Agreement, the Tax Compliance Agreement and the Disbursing Agreement; and, to the best of the Borrower's knowledge, no violation of any local ordinance, laws, regulation or requirement exists with respect to the Land;

(4) The proceeds of the Note, together with other funds to be contributed to the Project by the Borrower or otherwise in accordance with this Agreement, will be sufficient to refund the Prior Bonds and pay the cost of the Improvements, in a manner suitable for use as a qualified residential rental project, and all costs and

expenses incidental thereto, and the proceeds of the Note will be used only for the purposes contemplated hereby and allowable under the Act;

(5) Comparable private financing for the Project was not found by the Borrower to be reasonably available, and the Project is economically more feasible with the availability of the financing herein authorized;

(6) The Borrower is not in the trade or business of selling properties such as the Project and is undertaking the Project for investment purposes only or otherwise for use by the Borrower in its trade or business, and therefore the Borrower has no intention now or in the foreseeable future to voluntarily sell, surrender or otherwise transfer, in whole or part, its interest in the Project;

(7) There are no actions, suits, or proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower or any property of the Borrower in any court or before any federal, state, municipal or other governmental agency, which, if decided adversely to the Borrower would have a material adverse effect upon the Borrower or upon the business or properties of the Borrower; and the Borrower is not in default with respect to any order of any court or governmental agency;

(8) The Borrower is not in default in the payment of the principal of or interest on any indebtedness for borrowed money nor in default under any instrument or agreement under and subject to which any indebtedness for borrowed money has been issued;

(9) The Borrower has filed all federal and state income tax returns which, to the knowledge of the officers of the Borrower, are required to be filed and has paid all taxes shown on said returns and all assessments and governmental charges received by the Borrower to the extent that they have become due;

(10) To the best of the Borrower's knowledge, no public official of the City has either a direct or indirect financial interest in this Agreement nor will any public official either directly or indirectly benefit financially from this Agreement;

(11) The Borrower has approved the terms and conditions of the Note;

(12) The Borrower understands that the City will or may subsidize or encourage the development of other properties in the City, including properties that compete with the Project, and that such subsidies or encouragements may be more favorable than the terms of this Agreement, and that the City has not represented that development of the Project will be favored over the development of other properties;

(13) There is public access to the Land;

(14) A major inducement to the Borrower to refund the Prior Bonds and construct the Improvements was the source of financing provided under the Act and the assurance the Borrower received from the City that such financing would be made available to the Borrower; and any Project Costs heretofore incurred by the Borrower for which the Borrower will hereafter seek reimbursement as provided in Section 3.3, were incurred in anticipation of reimbursement from the proceeds of revenue obligations of the City; and the Borrower investigated the possibility of such financing prior to incurring such Project Costs; and the Borrower did not commence acquisition or renovation of any portion of the Project for which it shall seek reimbursement from the proceeds of the Note hereunder more than 60 days prior to April 15, 2008, the date on which the City gave approval to the Project and the financing thereof in whole or part through revenue obligations;

(15) No other obligations have been or will be issued under Section 103 of the Code which are sold at substantially the same time as the Note, pursuant to the same plan of financing, which are reasonably expected to be paid out of substantially the same source of funds as the Note; and

(16) The Borrower is not in default in the payment of the principal of or interest on any indebtedness for borrowed money nor in default under any instrument or agreement under and subject to which any indebtedness for borrowed money has been issued.

ARTICLE 3

THE LOAN

Section 3.1 Amount and Source of Loan. The City has authorized the issuance of the Note in the principal amount of \$4,635,000 to provide funds to the Borrower for its use in the refunding of the Prior Bonds and the renovation of the Project. The City agrees to lend the Borrower, upon the terms and conditions set forth herein, the proceeds received from the Note by causing such sums to be applied and disbursed in accordance with the provisions of this Loan Agreement and the Disbursing Agreement. Forthwith upon the execution and delivery of this Loan Agreement and all other documents and instruments necessary to the transactions contemplated hereby and the recording and filing of such documents as may be required to be filed or recorded by the Lender or Bond Counsel, the City will execute the Note and cause it to be delivered to the Lender.

Section 3.2 Documents Required Prior to Disbursement of the Loan. Prior to any disbursement of proceeds of the Note, the Borrower shall deliver, or cause to be delivered, to the Lender the following:

- (1) the Note;
- (2) this Agreement;
- (3) the Pledge Agreement;
- (4) the Mortgage;
- (5) the Assignment;
- (6) the Regulatory Agreement;
- (7) the Tax Compliance Agreement;
- (8) the Disbursing Agreement and the other documents and materials required thereunder; and
- (9) the opinion of Bond Counsel to the effect that the City has duly authorized the Note and that the interest on the Note is exempt from federal income taxation and subject to other conditions acceptable to the Lender.

Section 3.3 Disbursement of the Loan. Pursuant to the Loan Agreement and Act, the City has authorized the Borrower to provide directly for the construction of the Improvements in such manner as determined by the Borrower, and hereby authorizes the Lender to purchase the Note on the date of the Closing, with any proceeds not deposited on the date of Closing with the trustee for the Prior Bonds and used to refund the Prior Bonds, to

be deposited with the Lender in a special account and to be disbursed for the payment of the costs of the Improvements in accordance with terms of the Disbursing Agreement.

Section 3.4 Repayment. Subject to the prepayment provisions set forth in the Note, the Borrower agrees to repay the Loan by making all payments of principal, interest and any premium, penalty or charge that are required to be made by the City under the Note at the times and in the amounts provided therein. All payments shall be made directly to the Lender at its office for the account of the City. The Borrower represents and covenants that the source of payment of the Note is from revenues derived from the operation of the Project.

Section 3.5 Borrower's Obligations Unconditional. All payments required of the Borrower hereunder shall be paid without notice or demand and without setoff, counterclaim, abatement, deduction or defense. The Borrower will not suspend or discontinue any payments, and will perform and observe all of its other agreements in this Agreement, and, except as expressly permitted herein, will not terminate this Agreement for any cause, including but not limited to any acts or circumstances that may constitute failure of consideration, destruction or damage to the Project, eviction by paramount title, commercial frustration of purpose, bankruptcy or insolvency of the City or Lender, change in the tax or other laws or administrative rulings or actions of the United States of America or of the State of Minnesota or any political subdivision thereof, or failure of the City to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement.

Section 3.6 Fees to City. The Borrower shall pay to the City on each June 1 and December 1 while the Note is outstanding, commencing December 1, 2008, an administrative fee in an amount equal to 1/8th of one percent per annum of the outstanding Principal Balance on such date for such six-month period.

ARTICLE 4

BORROWER'S COVENANTS

Section 4.1 Indemnity. The Borrower will, to the extent permitted by law, pay, and will protect, indemnify and save the City, its officers, agents and employees harmless from and against all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands and judgments of any nature arising from:

(1) any injury to or death of any person or damage to property in or upon the Project or growing out of or connected with the use, non-use, condition or occupancy of the Project or a part thereof;

(2) violation of any agreement or condition of this Agreement, except by the City or its assignee;

(3) violation of any contract, agreement or restriction by the Borrower relating to the Project;

(4) violation of any law, ordinance or regulation affecting the Project or a part thereof or the ownership, occupancy or use thereof, or arising out of this Agreement, the Note or the transactions contemplated thereby or any disclosure or registration requirements imposed by any federal or state securities law; and

(5) any statement or information relating to the expenditure of the proceeds of the Note contained in the Tax Compliance Agreement or similar document furnished by the Borrower to the City which, at the time made, is misleading, untrue or incorrect in any material respect.

Section 4.2 Continuing Existence and Qualification. Throughout the term of this Agreement the Borrower will remain duly qualified as a nonprofit corporation in Minnesota, and will continue to operate as an organization described in Section 501(c)(3) of the Code whose income is exempt from taxation under Section 501(a) of the Code, and will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another corporation or other business entity or permit any other corporation or other business entity to consolidate with or merge into it unless (1) the surviving, resulting or transferee corporation, or other business entity, as the case may be, shall be a nonprofit corporation operating under the laws of the United States, any state or the District of Columbia, and an organization described in Section 501(c)(3) of the Code (provided the Project will not constitute an unrelated trade or business within the meaning of Section 513(e) of the Code) or a governmental unit under Section 145 of the Code; (2) the surviving, resulting or transferee corporation, or other business entity, as the case may be, if other than the Borrower, assumes in writing all of the obligations of the Borrower under this Agreement and shall deliver that instrument to the Lender, and (3) the

surviving, resulting or transferee corporation or other business entity, as the case may be, is duly qualified to do business in Minnesota. At least 10 days before any such merger, transfer or consolidation becomes effective, the Borrower shall to the extent permitted by law give the Lender written notice of such merger, consolidation or transfer. Every surviving, resulting or transferee corporation and other entity referred to in this Section 4.2 shall be bound by all of the covenants and agreements of the Borrower herein with respect to any further consolidation, merger, sale or transfer.

Section 4.3 Reports to Governmental Agencies. The Borrower will furnish to agencies of the State of Minnesota such periodic reports or statements as are required under the Act, or as they may otherwise reasonably require of the City or Borrower throughout the term of this Agreement in connection with the transaction contemplated herein. Copies of such reports will be provided to the City and Lender.

Section 4.4 Security for the Loan. As additional security for the Lender, and to induce the City to issue and deliver the Note, the Borrower agrees to execute and deliver the Mortgage and agrees to meet all its obligations under the Mortgage, which document shall remain in effect until all payments required hereunder have been made; and the Borrower will cause to be recorded and filed the Mortgage, Regulatory Agreement, Financing Statements and such other documents requested by Bond Counsel, in such places and in such manner as Bond Counsel deems necessary or desirable to perfect or protect the security interest of the Lender in and to the Project and other collateral referred to in said documents.

Section 4.5 Preservation of Tax Exemption.

(1) The Borrower covenants and agrees that, in order to assure that the interest on the Note shall at all times be free from federal income taxation, the Borrower represents and covenants with the City and the Lender that it will comply with the applicable provisions of Section 103 and Section 141 through 150 of the Code and as follows:

(a) The Project is and will continue to be owned by the Borrower, and not more than 3% of the proceeds of the Bonds will be used to finance any property used by any entity which is not a Tax Exempt Organization. Any management agreement or service agreement to be entered into with respect to the Project, unless entered into with an organization described in Section 501(c)(3) of the Internal Revenue Code, shall constitute a "qualified management agreement" within the meaning of all pertinent provisions of law, including all relevant provisions of the Code and regulations, rulings and revenue procedures thereunder, including Revenue Procedure 97-13.

(b) The Project will not be used by the Borrower in an unrelated trade or business, determined by the application of Section 513(a) of the Code.

(c) No more than five percent (5%) of the net proceeds of the Note are to be used for any private business use as defined in Section 141(b)(6) of the Code.

(d) The payment of the principal of, or interest on, no more than five percent (5%) of the net proceeds of the Note is (under the terms of the Note or any underlying arrangement) directly or indirectly (a) secured by any interest in (i) property used or to be used for a private business use, or (ii) payments in respect of such property, or (b) to be derived from payments (whether or not to the City) in respect of property, or borrowed money, used or to be used for a private business use.

(e) The weighted average maturity of the Note will not exceed the estimated economic life of the Project by more than twenty percent (20%), all within the meaning of Section 147(b) of the Code.

(f) While the Note remains outstanding, no portion of the proceeds of the Note will be used to provide any airplane, skybox or other private luxury box, any facility primarily used for gambling, or a store, the principal business of which is the sale of alcoholic beverages for consumption off premises.

(g) Any Issuance Expenses financed by the Note shall not exceed \$92,700 which is two percent (2%) of the face amount of the Note.

(h) The Borrower agrees it will not use the proceeds of the Note in such a manner as to cause the Note to be an "arbitrage bond" within the meaning of Section 148 of the Code and applicable Treasury Regulations. The Borrower shall:

(i) maintain records identifying all "gross proceeds" and "replacement proceeds" (as defined in Section 148(f)(6)(B) of the Code attributable to the Note, the yield at which such gross proceeds are invested, any arbitrage profit derived therefrom (earnings in excess of the yield on the Note) and any earnings derived from the investment of such arbitrage profit;

(ii) make, or cause to be made as of the end of each fifth bond year, the annual determinations of the amount, if any, of excess arbitrage required to be paid to the United States (the "Rebate Amount");

(iii) pay, or cause to be paid, to the United States at least once every fifth bond year the amount, if any, which is required to be paid to the United States, including the last installment which shall be made no later than 60 days after the day on which the Note is paid in full;

(iv) not invest, or permit to be invested, "gross proceeds" of the Note in any acquired nonpurpose obligations so as to deflect arbitrage otherwise payable to the United States as a "prohibited payment" to a third party; and

(v) retain all records of the annual determination of the foregoing amounts until six (6) years after the Note has been fully paid.

The Borrower agrees that, in order to comply with this paragraph (i), it shall determine the Rebate Amount within 30 days after each fifth year of the anniversary of the Closing and upon payment in full of the Note; upon request, the Borrower shall furnish the Lender a certificate showing how such calculation was made.

(i) The Borrower has not leased, sold, assigned, granted or conveyed and will not lease, sell, assign, grant or convey all or any portion of the Project or any interest therein to the United States or any agency or instrumentality thereof within the meaning of Section 149(b) of the Code.

(j) In addition to the Note, no other obligations have been or will be issued under Section 103 of the Code which are sold at substantially the same time as the Note pursuant to a common plan of marketing and at substantially the same rate of interest as the Note and which are payable in whole or part by the Borrower or otherwise have with the Note any common or pooled security for the payment of debt service thereon, or which are otherwise treated as the same "issue of obligations" as the Note as described in Treasury Regulations Section 1.150-(1)(c)(1).

(k) No Note proceeds shall be invested in investments which cause the Note to be federally guaranteed within the meaning of Section 149(b) of the Code. If at any time invested Note proceeds exceed, within the meaning of Section 149(b)(3)(B) of the Code, (i) amounts invested for an initial temporary period until the moneys are needed for the purpose for which the Note was issued, (ii) investments of a bona fide debt service fund, and (iii) investments of a reserve which meet the requirement of Section 148(d) of the Code, such excess moneys shall be invested in only those investments, which are (A) obligations issued by the United States Treasury, (B) other investments permitted under regulations, or (C) obligations which are (a) not issued by, or guaranteed by, or insured by, the United States or any agency or instrumentality thereof or (b) not federally insured deposits or accounts, all within the meaning of Section 149(b) of the Code.

(l) In order to qualify the Note and this Loan Agreement under the "governmental program" provisions of Section 1.103-13(h)(2) of the Treasury Regulations, the Borrower (and any "related person" thereto) will take no action the effect of which would be to disqualify this Loan Agreement as an "acquired program obligation" under said Section 1.10313(h), including but not limited to entering into any arrangement, formal or informal, for the Borrower to purchase bonds or notes of the City in an amount related to the amount of the Note.

(m) The Borrower shall not otherwise use Note proceeds, or take or fail to take any action, the effect of which would be to impair the exemption of interest on the Note from federal income taxation.

(2) As of the date of this Agreement, the Borrower is an organization described in Section 501(c)(3) of the Code. The Borrower has received a letter from the Internal Revenue Service to that effect and such letter has not been modified, limited or revoked. The

Borrower has been and is in compliance with all terms, conditions and limitations, if any, contained in such letter, the facts and circumstances which form the basis of such letter as represented to the Internal Revenue Service continue substantially to exist, and therefore the Borrower is exempt from federal income taxation under Sections 501(a) and 501(c)(3) of the Code and agrees that it shall not perform any acts or enter into any agreement which shall adversely affect such federal income tax status nor shall it use, or permit to be used, the Project in or for any trade or business or by any person if such activity would adversely affect the federal income tax status of interest on the Note or if such activity would adversely affect the Borrower's federal income tax status under Section 501(c)(3) of the Code.

(3) For the purpose of this Section, a "Determination of Taxability" shall mean the issuance of a statutory notice of deficiency by the Internal Revenue Service, or a ruling of the National Office or any District Office of the Internal Revenue Service, or a final decision of a court of competent jurisdiction, or a change in any applicable federal statute, which holds or provides in effect that the interest payable on the Note is includible, for federal income tax purposes under Section 103 of the Code in the gross income of the Lender or any other holder or prior holder of the Note, if the period, if any, for contest or appeal of such action, ruling or decision by the Borrower or Lender or any other interested party has expired without any such contest or appeal having been properly instituted by the Lender, the Borrower or any other interested party. The expenses of any such contest shall be paid by the party initiating the contest, and neither the Lender nor the Borrower shall be required to contest or appeal any Determination of Taxability. The "Date of Taxability" shall mean that point in time, as specified in the determination, ruling, order, or decision, that the interest payable on the Note becomes includible in the gross income of the Lender or any other holder or prior holder of the Note, as the case may be, for federal income tax purposes.

(4) If the Borrower receives a Determination of Taxability it will promptly give notice of such Determination of Taxability to the City and the Lender.

Section 4.6 Lease or Sale of Project. Except to the cooperative association all of the members of which are the residential tenants of the Project, or directly to such residential tenants in the ordinary course of business, the Borrower shall not lease, sell, convey or otherwise transfer the Project in whole or part, nor sell the Project in whole or part, without first securing the written consent of the Lender; provided that in no event shall such lease, transfer, assignment or sale be permitted if the effect thereof would otherwise be to impair the validity or the tax exempt status of the Note, nor shall any such transaction release the Borrower of any of its obligations under this Agreement, unless the assignee-transferee is a surviving, resulting or transferee entity as permitted under Section 4.2. The Borrower shall promptly notify the City and the Lender of any such sale, transfer, assignment or lease.

Section 4.7 Project Operation and Maintenance Expenses. The Borrower shall pay all expenses of the operation and maintenance of the Project including, but without limitation, adequate insurance thereon and insurance against all liability for injury to persons or property arising from the operation thereof, and all taxes and special assessments levied upon or with respect to the Project and payable during the term of this Loan Agreement, all in

conformance with the provisions of the Disbursing Agreement and the Mortgage. The Project shall be used only for purposes which comply with all federal, State, and other laws prohibiting discrimination in access or employment based on race, creed, sex, handicap, ethnic origin, age or marital status.

Section 4.8 Notification of Changes. The Borrower covenants and agrees that it will promptly notify the Lender of:

(i) any litigation which might materially and adversely affect the Borrower and any of its properties;

(ii) the occurrence of any Event of Default under this Agreement or under any other loan agreement, debenture, note, purchase agreement or any other agreement providing for the borrowing of money by the Borrower or any event of which the Borrower has knowledge and which, with the passage of time or giving of notice, or both, would constitute an Event of Default under this Agreement or under such other agreements;

(iii) any future event that would cause the representations and warranties contained in this Agreement to be untrue when applied to the Borrower's circumstances as of the date of such event; and

(iv) any material adverse change in the operations, business, properties, assets or conditions, financial or otherwise, of the Borrower.

Section 4.9 Insurance. The Borrower shall procure and maintain, or cause to be procured or maintained, continuously in effect during the term of this Agreement, policies of insurance with respect to the Project insuring against such risks and in such amounts as are customary for properties comparable to those comprising the Project, including, specifically, insurance against such hazards and in such amounts as may be required by the Lender and insurance against all liability for injury to persons or property arising out of the operation of the Project.

Section 4.10 Disbursing Agreement. The Borrower shall observe and perform all of the covenants and agreements contained in the Disbursing Agreement and the documents delivered in connection therewith.

ARTICLE 5

PREPAYMENT OF LOAN

Section 5.1 Prepayment. The Note may be prepaid only with the consent of the Lender and as provided in the Note. Any prepayment, in whole or in part, shall be made at par plus accrued interest and the premium, if any, required under Attachment E to the Note. Any partial prepayment shall be applied against the Note as provided therein. The City hereby authorizes the Borrower to give mailed notice of prepayment to the Lender.

ARTICLE 6

EVENTS OF DEFAULT AND REMEDIES

Section 6.1 Events of Default. Any one or more of the following events is an Event of Default under this Agreement:

(1) If (a) the Borrower shall fail to make any payments required under Section 3.4 of this Agreement on the date due, or (b) the Borrower shall fail to make any other payment due under this Agreement on or before the date that the payment is due and such default continues for ten (10) days after written notice is given to the Borrower by the City or Lender.

(2) If the Borrower shall fail to observe and perform any other covenant, condition or agreement on its part under this Agreement for a period of thirty (30) days after written notice, specifying such default and requesting that it be remedied, is given to the Borrower by the City or Lender.

(3) The occurrence of a Determination of Taxability.

(4) If the Borrower shall file a petition in bankruptcy or for reorganization or for an arrangement pursuant to any present or future federal bankruptcy act or under any similar federal or state law, shall consent to the entry of an order for relief pursuant to any present or future federal bankruptcy act or under any similar federal or state law, or shall make an assignment for the benefit of its creditors or shall admit in writing its inability to pay its debts generally as they become due, or if a petition or answer proposing the entry of an order for relief of the Borrower under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within 90 days after the filing thereof, or a receiver, trustee or liquidator of the Borrower of all or substantially all of the assets of the Borrower, or of the Project shall be appointed in any proceeding brought against the Borrower and shall not be discharged within 90 days after such appointment or if the Borrower shall consent to or acquiesce in such appointment, or if the estate or interest of the Borrower in the Project or a part thereof shall be levied upon or attached in any proceeding and such process shall not be vacated or discharged within 90 days after such levy or attachment.

(5) If the Borrower shall be dissolved or liquidated or shall be merged with or is acquired by another business entity in violation of Section 4.2.

(6) If the articles of incorporation of the Borrower shall expire or be annulled; or if the Borrower shall be dissolved or liquidated (other than when a new entity assumes the obligations of the Borrower under the conditions permitting such action contained in Section 4.2).

(7) If any representation or warranty made by the Borrower herein, or by an officer or representative of the Borrower in any document or certificate furnished the Lender or City in connection herewith or therewith or pursuant hereto or thereto, shall prove at any time to be, in any material respect, incorrect or misleading as of the date made.

(8) If the Borrower shall default or fail to perform any covenant, condition or agreement on its part under the Mortgage, the Disbursing Agreement, or any other security document securing the Note, and such failure continues beyond the period set forth in such documents during which the Borrower may cure the default.

Section 6.2 City's Remedies. Whenever any Event of Default referred to in Section 6.1 shall have happened and be subsisting after the expiration of all grace periods provided for therein, any one or more of the following remedial steps to the extent permitted by law may be taken by the City with the prior written consent of the Lender (except as otherwise provided in Section 7.9 herein) or by the Lender itself:

(1) The Lender's obligation to advance any further amounts under the Disbursing Agreement pursuant thereto shall terminate.

(2) The City, upon written direction of the Lender, or the Lender may declare all installments of the Loan (being an amount equal to that necessary to pay in full the Principal Balance plus accrued interest thereon of the Note assuming acceleration of the Note under the terms thereof and to pay all other indebtedness thereunder) to be immediately due and payable, whereupon the same shall become immediately due and payable by the Borrower.

(3) The Lender may enter the Land to complete the renovation of the Project and use such sums as may, in the Lender's discretion be necessary, to pay for remaining costs of such completion, and in such event the Borrower shall be responsible for all amounts outstanding on the Note together with all additional amounts advanced by the Lender to pay for remaining costs of such completion; and

(4) The City, upon written direction of the Lender (except as otherwise provided in Section 7.9 herein), or the Lender (in either case at no expense to the City) may take whatever action at law or in equity may appear necessary or appropriate to collect the amounts then due and thereafter to become due under this Agreement, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Agreement.

Section 6.3 Disposition of Funds. Notwithstanding anything to the contrary contained in this Agreement, any amounts collected pursuant to action taken under Section 6.2, except for any amounts collected solely for the benefit of the City under any of the provisions set forth in Section 7.9, shall, after deducting all expenses incurred in collecting the same, be applied as a prepayment of the Note in accordance with Section 5.1.

Section 6.4 Manner of Exercise. No remedy herein conferred upon or reserved to the City or the Lender is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or Lender to exercise any remedy reserved to either of them in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 6.5 Attorneys' Fees and Expenses. In the event the Borrower should default under any of the provisions of this Agreement and the City or Lender should employ attorneys or incur other expenses for the collection of amounts due hereunder or the enforcement of performance of any obligation or agreement on the part of the Borrower, the Borrower will on demand pay to the City or Lender the reasonable fee of such attorneys and such other expenses so incurred.

Section 6.6 Effect of Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE 7

GENERAL

Section 7.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified or registered mail, postage prepaid, with proper address as indicated below. The City, Borrower and Lender may, by written notice given by each to the others, designate any address or addresses to which notices, certificates or other communications to them shall be sent when required as contemplated by this Agreement. Until otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

To the City:	City of Hopkins, Minnesota City Hall 1010 First Street South Hopkins, MN 55343 Attention: City Manager
To the Borrower:	Community Housing Development Corporation 614 North 1st Street Suite 100 Minneapolis, MN 55401 Attn: Richard Brustad
To the Lender:	U.S. Bank National Association BC-MN-HO3A 800 Nicollet Mall, 3rd Floor Minneapolis, MN 55402-7020 Attn: Mary Ruch

Section 7.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the City and Borrower and their respective successors and assigns.

Section 7.3 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.4 Amendments, Changes and Modifications. Except as otherwise provided in this Agreement or in the Resolution, subsequent to the initial issuance of the Note and before the Note is satisfied and discharged in accordance with its terms, this Agreement may not be effectively amended, changed, modified, altered, or terminated without the written consent of the Lender.

Section 7.5 Execution Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.6 Limitation of City's Liability. It is understood and agreed by the Borrower and Lender that no covenant of the City herein shall give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers. It is further understood and agreed by the Borrower and Lender that the City shall incur no pecuniary liability hereunder, and shall not be liable for any expenses related hereto, including administrative expenses and fees and disbursements of the City's attorney, Bond Counsel and fiscal consultant retained in connection therewith, all of which expenses the Borrower agrees to pay.

Section 7.7 City's Attorneys Fees and Costs. If, notwithstanding the provisions of Section 7.6 hereof, the City incurs any expense, or suffers any losses, claims or damages, or incurs any liabilities in connection with the transaction contemplated by this Agreement, the Borrower will indemnify and hold harmless the City from the same and will reimburse the City for any reasonable legal or other expenses incurred by the City in relation thereto. The Borrower shall also reimburse the City for all other costs and expenses, including without limitation reasonable attorneys' fees, paid or incurred by the City in connection with (i) the discussion, negotiation, preparation, approval, execution and delivery of this Agreement, the Note, the Pledge Agreement, the Regulatory Agreement, the Tax Compliance Agreement, the Disbursing Agreement and the documents and instruments related hereto or thereto; (ii) any amendments or modifications hereto or to the Note, the Pledge Agreement, the Regulatory Agreement, the Tax Compliance Agreement, the Disbursing Agreement and any document, instrument or agreement related hereto or thereto, and the discussion, negotiation, preparation, approval, execution and delivery of any and all documents necessary or desirable to effect such amendments or modifications; and (iii) the enforcement by the City during the term hereof or thereafter of any of the rights or remedies of the City hereunder or under the Note, the Pledge Agreement, the Regulatory Agreement, the Tax Compliance Agreement, the Disbursing Agreement or any document, instrument or agreement related hereto or thereto, including, without limitation, costs and expenses of collection in the Event of Default, whether or not suit is filed with respect thereto.

Section 7.8 Release. The Borrower hereby acknowledges and agrees that the City shall not be liable to the Borrower, and hereby releases and discharges the City from any liability, for any and all losses, costs, expenses (including attorneys' fees), damages, judgments, claims and causes of action, paid, incurred or sustained by the Borrower as a result of or relating to any action, or failure or refusal to act, on the part of the Lender with respect to this Agreement or the documents and transactions related hereto or contemplated hereby, including, without limitation, the exercise by the Lender of any of its rights or remedies pursuant to Article 6, the Note, the Pledge Agreement, the Mortgage, the Regulatory Agreement, the Tax Compliance Agreement, the Disbursing Agreement or any collateral security documents. The Borrower's release of the City pursuant to the preceding

sentence does not extend to the Lender following the assignment of the City's rights to the Lender pursuant to the Pledge Agreement.

Section 7.9 Assignment by City and Survivorship of Obligations. The City may assign its rights under this Agreement and any related documents to the Lender to secure payment of the principal of and interest and premium, if any, on the Note, conditioned upon the Lender's assumption of the City's and Lender's obligations to the Borrower hereunder, but any such assignment shall not operate to limit or otherwise affect the following provisions hereof to the extent that they run to the City from the Borrower to which extent they shall survive any such assignment:

Section 3.5	Section 6.5
Section 3.6	Section 7.6
Section 4.1	Section 7.7
Section 4.3	Section 7.8

Upon any such assignment, the provisions immediately above running to the City from the Borrower for the City's benefit shall run jointly and severally to the City and Lender (if appropriate), provided that the City shall have the right to enforce any retained rights without the approval of the Lender but only if the Lender is not enforcing such rights in a manner to protect the City or is otherwise taking action with respect thereto that brings adverse consequences to the City. The obligations of the Borrower running to the City for the purpose of preserving the tax exempt status of the Note or otherwise for the City's benefit under the foregoing Sections shall survive repayment of the Note and interest thereon.

Section 7.10 Required Approvals. Consents and approvals required by this Agreement to be obtained from the Borrower or City shall be in writing and shall not be unreasonably withheld or delayed.

Section 7.11 Termination Upon Retirement of Note. At any time when no principal balance on the Note remains outstanding, and arrangements satisfactory to the Lender and City have been made for the discharge of all other accrued liabilities, if any, under this Loan Agreement, this Loan Agreement shall terminate, except as otherwise expressly provided in Section 7.9 or otherwise herein.

Section 7.12 Non-Recourse Obligation of Borrower. Except as provided in the Disbursing Agreement, neither the Borrower nor its affiliates shall have any personal liability for the payment of any sums due under this Agreement or the performance of any obligations of the Borrower under this Agreement or under the Mortgage, other than the sums due under and obligations specified in Section 7.9.

The obligations of the Borrower under the Sections specified in Section 7.9 to the extent they run in favor of the City are not non-recourse.

IN WITNESS WHEREOF, the City and Borrower have caused this Agreement to be executed in their respective names all as of the date first above written.

CITY OF HOPKINS, MINNESOTA

By *Eugene J. Mayhew*
Its Mayor

By *Mike H...*
Its Manager

COMMUNITY HOUSING DEVELOPMENT
CORPORATION

By  _____
Its Vice President



TODAY'S DATE	6/4/2018	JOB NAME	Raspberry Ridge
PROPOSED TO	Chris Maida CHDC 614 North First Street Minneapolis, MN 55401	JOB LOCATION	27 - 14th Ave North
		CONTACT INFORMATION	Name: Chris Maida E-mail: cmaida@chdcmn.org Phone: 612-332-6264

Priority Description

1	Lintel Repair: replace all lintels and install thru-wall flashing at all windows labeled #1 & #2 on LHB's Lintel Evaluation plan. Total: lintels at 31 windows.	\$203,000
2	Roofing: flat roof at areas D-G appear to 20+ years old and past their effective useful life. They are in poor or failing condition and should be considered for replacement. Install EPDM roofing system.	\$88,616
2	Roofing: shingle roofs are considered to be in good to fair condition. The estimated age is 10-15 years old. No splitting, curling or spider cracking was observed on the face of the shingle. On the NE upper roof section of building 51-57 there are issues with the roof deck attachment and a few areas of damaged shingles. Generally the shingle roofs have remaining service life of 5-10 year. The cost for maintenance at all buildings and replace upper north roof area of building 51-57.	\$21,406
3	Retaining wall at north end of apartment building. Remove existing retaining wall and adjacent sidewalk. Supply and install new retaining wall with geogrid and draitile. Note: existing sidewalk next to retaining wall will need to be removed or reconfigured to accomodate geogrid. Includes engineered drawings by a civil engineer.	\$70,860
4	Retaining wall along South side of property: Main Street. Remove and replace with modular block wall.	\$73,440
4	Retaining wall along West side of property: 14th Street. Remove and replace with modular block wall.	\$52,512
4	Retaining wall along East side of property. Remove and replace with modular block wall.	\$31,920
5	Skywalk bridge stabilization: sandblast and paint catwalk, metal pan repair, supply and install gutter and downspout, concrete sealant at catwalk and caulking at all edges.	\$22,817
6	Boilers: remove existing boiler, water heaters (save for owner) and expansion tank. Install (4) new Trinity TFT399 stainless steel modulating boilers, (3) stainless steel 80 gallon water heaters with stainless steel coils, and two stage auto water heater back up. Includes building drain down and refill, 4" service valve on boiler returns and pipe insulation on new piping.	\$128,250
7	Asphalt parking lot repairs: rehabilitate existing bituminous surface lot. Edge-mill/overlay existing bituminous and mill/excavate deficient material areas per attached map. Install (6) speed bumps in existing locations. Strip lot per existing layout and numbering.	\$134,483
7	Asphalt parking lot repair alternate: Edge/Mill south drive beyond gate to Main Street.	\$9,460
8	Concrete steps to parking lot at east side of apartments. Assumes both sets of stairs with railings.	\$20,680
9	Concrete repair allowance. Assumes (20) 4'x5' concrete panels.	\$4,000
10	Dumpster Enclosure allowance.	\$17,000
Subtotal		\$878,443
Supervision and Permitting		\$52,707
Contractor Fee		\$46,557
Total		\$977,707

Alternate/Notes:	
At the 2nd floor lintels in courtyard (east facing), additional repairs to backup steel channel was required to secure new angle. This additional work could be required on the remaining (4) 2nd floor windows in the courtyard and possibly on the east elevation. This work is not included in the base bid. Assume \$5500 allowance for 4 units.	\$22,000

AMENDMENT TO SW LRT SUBORDINATE FUNDING AGREEMENT - 04

Proposed Action

Staff recommends adoption of the following motion: Move to approve Amendment One to SW LRT Subordinate Funding Agreement 04 (Local Work-Construction).

With this motion, the amendment will be executed and the new payment schedule adopted.

Overview

In March of 2017, the City of Hopkins entered into a contract, Subordinate Funding Agreement 04 (SFA 04), to pay for local work associated with the SW LRT project. SFA 04 work totals \$771,584 and includes installation of water main and sanitary sewer within the new 17th Avenue South extension, three traffic signal poles at Excelsior Boulevard and 8th Avenue and irrigation and electrical at the Downtown Hopkins Station plaza.

The payment schedule for the work was based on the anticipated project schedule. Since that time, there have been significant delays in the project and some of the payment dates have passed. The Metropolitan Council has proposed a revised payment schedule to reflect the current status of the project.

The new payment schedule does condense the payments from three to two, but the amount and the earliest payment date do not change from the original agreement.

Primary Issues to Consider

This action does not change the amount the City of Hopkins will contribute, rather it reflects the current schedule of the project and the dates by which payments are due.

Supporting Information

- Amendment Number One to Contract for Services Metropolitan Council Contract No. 14I059D

Kersten Elverum
Director of Planning & Development

Financial Impact: \$0	Budgeted:	Y/N _N__	Source: Related Documents (CIP, ERP, etc.):
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METROPOLITAN COUNCIL
 390 North Robert Street, St. Paul, MN 55101-1805
 (651) 602-1000

AMENDMENT NUMBER ONE
 to
 CONTRACT FOR SERVICES
Metropolitan Council Contract No. 14I059D

City of Hopkins and the **Metropolitan Council (“COUNCIL”)** agree that the contract entered into on March 9, 2017, relating to “Subordinate Funding Agreement City of Hopkins 04 Local Work Construction ,” is amended in the following particulars.

- EXHIBIT A TO CONTRACT, Description of Local Work, Payment Schedule and Budget Detail** is amended in the following particulars:

DELETE the table labeled Payment Schedule for Local Work and **REPLACE** with the following

Payment Schedule for Local Work

Payment #	Payable on or before	Amount
1	30 Days following SWLRT Project Civil Contract Limited Notice to Proceed 1	75%: \$578,688
2	154 Days following SWLRT Project Civil Contract Limited Notice to Proceed 1	Remaining Balance: \$192,896

Except as amended hereby, the provisions of the above-referenced contract shall remain in force and effect without change.

IN WITNESS WHEREOF, the parties have caused this amendment to be executed by their duly authorized officers on the dates set forth below.

CITY OF HOPKINS

METROPOLITAN COUNCIL

By: _____
 (Please print name legibly below)

By: _____
 Signer

Its: _____

Its: Regional Administrator

Date: _____

Date: _____



By: _____
(Please print name legibly below)

Its: _____

Date: _____

AMENDMENT TO SW LRT SUBORDINATE FUNDING AGREEMENT - 05

Proposed Action

Staff recommends adoption of the following motion: Move to approve Amendment One to SW LRT Subordinate Funding Agreement 05 (Base Project Work – Construction)

With this motion, the amendment will be executed and the new payment schedule adopted.

Overview

In January 2017, the City of Hopkins entered into a contract to pay for one set of stairs leading from Blake Road to the regional trail underpass. The cost of the City's portion of the work (the stairs) is identified as \$30,000.

The payment schedule for the work was based on the anticipated project schedule. Since that time, there have been significant delays in the project. The Metropolitan Council has proposed a revised payment schedule to reflect the current status of the project.

The amendment calls for two payments, as was the case with the original agreement, but extends the second payment slightly.

Primary Issues to Consider

This action does not change the amount the City of Hopkins will contribute, rather it reflects the current schedule of the project and the dates by which payments are due.

Supporting Information

- Amendment Number One to Contract for Services Metropolitan Council Contract No. 14I059E

Kersten Elverum
Director of Planning & Development

Financial Impact: \$0	Budgeted:	Y/N_N__	Source: Related Documents (CIP, ERP, etc.):
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METROPOLITAN COUNCIL
 390 North Robert Street, St. Paul, MN 55101-1805
 (651) 602-1000

AMENDMENT NUMBER ONE
 to
 CONTRACT FOR SERVICES
Metropolitan Council Contract No. 14I059E

City of Hopkins and the **Metropolitan Council (“COUNCIL”)** agree that the contract entered into on January 26, 2017, relating to “Subordinate Funding Agreement City of Hopkins 05 Base Project Work Construction ,” is amended in the following particulars.

- EXHIBIT A TO CONTRACT, Description of Local Work, Payment Schedule and Budget Detail** is amended in the following particulars:

DELETE the table labeled Payment Schedule for Local Work and **REPLACE** with the following

Payment Schedule for Local Work

Payment #	Payable on or before	Amount
1	30 Days following SWLRT Project Civil Contract Limited Notice to Proceed 1	\$15,000
2	154 Days following SWLRT Project Civil Contract Limited Notice to Proceed 1	\$15,000

Except as amended hereby, the provisions of the above-referenced contract shall remain in force and effect without change.

IN WITNESS WHEREOF, the parties have caused this amendment to be executed by their duly authorized officers on the dates set forth below.

CITY OF HOPKINS

METROPOLITAN COUNCIL

By: _____
 (Please print name legibly below)

By: _____
 Signer

Its: _____

Its: Regional Administrator

Date: _____

Date: _____



By: _____
(Please print name legibly below)

Its: _____

Date: _____

AMENDMENT TO SW LRT AGREEMENT - 06

Proposed Action

Staff recommends adoption of the following motion: Move to approve Amendment One to SW LRT Subordinate Funding Agreement 06 (Local Funding Contribution).

With this motion, the amendment will be executed and the new payment schedule adopted.

Overview

In July 2015, the City of Hopkins passed Resolution 2015-053, committing \$500,000 as a City contribution to the SW LRT project. The commitment was formalized through Subordinate Funding Agreement 06.

The payment schedule for the contribution was based on the anticipated project schedule. Since that time, there have been significant delays in the project. The Metropolitan Council has proposed a revised payment schedule to reflect the current status of the project.

Under the new payment schedule, payments will be made 30, 182 and 548 days from Limited Notice to Proceed. Based on the anticipated schedule, the City will be paying the first two payments later than the current schedule but could be required to pay the third payment sooner than that original schedule.

Primary Issues to Consider

This action does not change the amount the City of Hopkins will contribute, rather it reflects the current schedule of the project and the dates by which payments are due.

Supporting Information

- Amendment Number One to Contract for Services Metropolitan Council Contract No. 14I059F

Kersten Elverum
Director of Planning & Development

Financial Impact: \$0	Budgeted:	Y/N _N__	Source: Related Documents (CIP, ERP, etc.): Excess TIF
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METROPOLITAN COUNCIL
 390 North Robert Street, St. Paul, MN 55101-1805
 (651) 602-1000

AMENDMENT NUMBER ONE
 to
 CONTRACT FOR SERVICES
Metropolitan Council Contract No. 14I059F

City of Hopkins and the **Metropolitan Council (“COUNCIL”)** agree that the contract entered into on January 26, 2017, relating to “Subordinate Funding Agreement City of Hopkins 06 Local Funding Contribution ,” is amended in the following particulars.

- EXHIBIT B TO CONTRACT Payment Schedule for Funding Contribution** amended in the following particulars:

DELETE the Exhibit B and **REPLACE** with the following

EXHIBIT B: Payment Schedule for Funding Contribution

Payment #	Payable on or before	Amount
1	30 Days following SWLRT Project Civil Contract Limited Notice to Proceed 1	\$166,666.67
2	182 Days following SWLRT Project Civil Contract Limited Notice to Proceed 1	\$166,666.67
3	548 Days following SWLRT Project Civil Contract Limited Notice to Proceed 1	\$166,666.66

Except as amended hereby, the provisions of the above-referenced contract shall remain in force and effect without change.

IN WITNESS WHEREOF, the parties have caused this amendment to be executed by their duly authorized officers on the dates set forth below.

CITY OF HOPKINS

METROPOLITAN COUNCIL

By: _____
 (Please print name legibly below)

By: _____
 Signer

Its: _____

Its: Regional Administrator

Date: _____

Date: _____



By: _____
(Please print name legibly below)

Its: _____

Date: _____

SUBORDINATE FUNDING AGREEMENT 08– SOUTHWEST LRT

Proposed Action

Staff recommends adoption of the following motion: Move to approve Subordinate Funding Agreement (SFA 08) between the City of Hopkins and the Metropolitan Council.

With this motion the Subordinate Funding Agreement will be executed.

Overview

Throughout the course of planning for the SW LRT, the City of Hopkins has requested additional work be added to the project scope in order to achieve our goals for the station areas. The City has entered into Subordinate Funding Agreements with the Metropolitan Council, committing the City to pay for the work.

In order to assure that the project stays on schedule through construction, the SW LRT project office staff have requested that cities execute an agreement that would give city and Metropolitan Council staff the ability to execute change orders on the work without Council approval.

The maximum change order that could be approved by staff, without bringing it forward for City Council approval, is \$50,000. The cumulative amount of change orders, without City Council action, is capped at \$250,000. The City Engineer is the designated signer for the City of Hopkins.

Primary Issues to Consider

The change order terms, as outline in this agreement, are viewed as reasonable and would be typical of the process used on other major construction projects in the City.

Supporting Information

- Subordinate Funding Agreement (SFA 08)

Kersten Elverum
Director of Planning & Development

Financial Impact: \$ unknown Budgeted: Y/N __Y__ Source: Related Documents (CIP, ERP, etc.): _____

7. The Parties desire to enter into this SFA in order to facilitate transfers of City funds to the Council as described below.

NOW, THEREFORE, in reliance on the statements in these recitals, the Parties hereby agree as follows:

1. **Amount of Authorized Funding.** The aggregate amount of funding authorized shall not exceed \$250,000, unless authorized in a subsequent agreement or an amendment to this SFA.
2. **Specific Funding Agreement** The activities to be performed by the Council and reimbursed by the City will be described in the Change Order Authorizations, substantially in the form outlined in Attachment 1. Upon execution, the Change Order Authorization is integrated into and made part of this SFA. The City will reimburse the Council within 30 days after the execution of the Change Order Authorization.
3. **Project Activity Periods.** The project activity period for the purposes of this SFA shall be effective upon execution and shall terminate on the date all costs under this SFA have been reimbursed, unless terminated earlier consistent with the terms of the MFA.
4. **Authorized Signers.** In order for a Change Order Authorization under this SFA to be binding on the City, it must be signed by the City Engineer. In order for the Change Order Authorization to be binding on the Council, it must be signed by one of the following authorized signers: Council Authorized Representative (up to \$10,000), Construction Manager (up to \$20,000), Assistant Director of Construction (up to \$50,000), Director of Construction (up to \$100,000), Deputy Project Director (up to \$250,000), Project Director (up to \$350,000) or Program Director (up to \$500,000).
5. **Incorporation.** The terms, conditions, and definitions of the MFA are expressly incorporated into this SFA except as modified herein.

CITY OF HOPKINS

METROPOLITAN COUNCIL

By: _____

By: _____

Its: Mayor _____

Its: _____

Date: _____

Date: _____

By: _____

Its: City Manager _____

Date: _____

Attachment 1
SUBORDINATE FUNDING AGREEMENT
City of Hopkins – 08 (Change Orders)

Change Order Authorization # _____

1. Authorized work scope/description of the change funded by this Change Order Authorization: _____

_____.
2. Construction Contract Number # _____.
3. Construction Change Order # _____.
4. Amount payable by the City to the Council for this Change Order shall not exceed \$ _____ without further authorization from the City.
5. The asset that is the subject of this Attachment will, upon completion of the Project, be owned by the: [City] or [Council].
6. The terms, conditions, and definitions of the Southwest Light Rail Transit Project Master Funding Agreement dated ## and SFA ##, entered by and between the Parties, are expressly incorporated into this Change Order Authorization.

CITY OF HOPKINS

METROPOLITAN COUNCIL

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____



**SECOND READING OF ORDINANCES DELETING AND REPLACING
SECTIONS 701 AND 702 OF THE HOPKINS CITY CODE**

Proposed Action.

Staff recommends that the Council approve the following motion: Move to approve ordinances 2018-1035 and 2018-1036 for second reading.

Approval of this motion will delete and replace sections 701 and 702 of the Hopkins City Code to increase franchise fee rates and extend the termination dates on utility franchise fees until December 31st, 2023. The first reading was held on September 18, 2018.

Overview:

The City receives approximately \$310,000 in franchise fees per year that support the operations of the general fund and approximately \$300,000 to be used in the park dedication fund. The City of Hopkins has relied on franchise fees since 2004. Most recently, the City adopted two franchise fee ordinances beginning on 1/1/2014 with 5 year terms. Under those ordinances, residential customers pay \$2.20 monthly for electric service to Xcel Energy and \$2.20 monthly for natural gas to Centerpoint Energy. Commercial and industrial customers pay higher rates based on type and size of meter.

The proposed rates beginning in 2019 increase by \$1.30 monthly each for gas and electric for residential customers, or \$2.60 combined per month. The total paid by a residential household would be \$7.00 per month or \$84 per year. The proposal continues to reduce the tax levy in the general fund and provide for park improvements at the same level. The additional revenue to be generated is estimated at \$360,000 annually and is proposed for use in the capital improvement fund. The capital improvement fund accounts for projects at any of Hopkin's buildings without a separate fund. It includes City Hall, Fire Hall, Police Public Works Building and the Activity Center. It excludes the Pavilion, Arts Center and Depot Coffee House. The plan is designed as a way to fund the debt service payments for City Hall renovations.

Supporting Information:

- Ordinance 2018-1035
- Ordinance 2018-1036

A handwritten signature in black ink, appearing to read 'Nick Bishop'.

Nick Bishop
Finance Director

**CITY OF HOPKINS
COUNTY OF HENNEPIN**

ORDINANCE 2018-1135

**ORDINANCE AMENDING SECTION 701 OF THE HOPKINS CITY
CODE PERTAINING TO ELECTRIC UTILITY FRANCHISE FEES**

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

Section 1. That Section 701 of the Hopkins City Code be deleted in its entirety and replaced with the following:

Section 701 - Electric Utility Franchise Fee

701.01. Definitions. For purposes of this Ordinance, the following capitalized terms shall have the following meanings:

Subd. 1. City. The City of Hopkins, County of Hennepin, State of Minnesota.

Subd. 2. Company. Xcel Energy, a Minnesota Corporation (formerly Northern States Power), its successors and assigns.

701.03. Purpose. The Hopkins City Council has determined that franchise fees should be imposed on gas and electric utilities in return for their use of City-owned rights-of-way. The purpose of this ordinance is to establish such franchise fees to be paid to the City by the Company.

701.05. City Authority. Minnesota Statutes 216B.36 grants cities the authority to impose a franchise fee on gas and electric utility services. Such fees are in return for basic right to operate within municipally-owned rights-of-way and other public property as provided in utility franchise agreements/ordinances between a city and the respective utilities operating within the municipal boundaries. In addition, City of Hopkins Franchise Ordinance 87-578 authorizes the City to impose, by separate ordinance, a franchise fee on the Company.

701.07. Franchise Fee Imposed. A franchise fee is hereby imposed on the Company, Xcel Energy, pursuant to City of Hopkins Franchise Ordinance 87-578 and Minnesota Statutes 216B.36 and subject to the fee schedule below.

A franchise Fee is to be collected by the Company from each customer in the designated customer classification for service at each and every customer premise, as indicated by the following schedule:

Fee Schedule	
Customer Classification	Monthly Fee Per Customer Premise
Residential	\$3.50
Small C & I— non demand	\$6.15
Small C & I—demand	\$24.70
Large C & I	\$170.50

This fee is an account-based fee on each premise and not a meter-based fee. In the event that a customer of the company covered by this ordinance has more than one meter at a single premise, but only one account,

only one fee shall be assessed to that account. If a premise has two or more meters for a single customer billed at different rates, the Company may have an account for each rate classification, which will result in more than one franchise fee assessment for electric service to that premise. If the Company combines the rate classifications into a single account, the franchise fee assessed to the account will be the largest franchise fee applicable to a single rate classification for energy delivered to that premise. In the event any customer of the Company covered by this ordinance has more than one premise, each premise (address) shall be subject to the applicable fee. In the event a question arises as to the proper fee amount for any premise, the Company's manner of billing for energy used at all similar premises in the city will control.

701.09. Date Franchise Fee Takes Effect. The above utility franchise fees shall go into effect in and be applicable to all of the Company's billings commencing with bills for the month of January 2019.

701.11. Limitation. Franchise Ordinance 87-578 limits the total amount of franchise fee which may be collected to 5% of the Company's gross revenues within the City limits. So long as this limitation remains in effect, in no event shall the total of the fees collected pursuant to Section 701.07 be greater than 5% of the Company's gross revenues within the City of Hopkins as defined in the Franchise Ordinance.

701.13. Payment of Fee. Franchise fees shall be paid to the City quarterly, based on a calendar year, with payment due by the 30th day after the end of each quarter.

701.15. Dispute. Any disputes or other issues which arise will be subject to the terms of this Ordinance, Franchise Ordinance 87-578, Minnesota Statutes 216B.36 as well as any other agreements entered into by the City and the Company.

701.17. Termination of Ordinance. This ordinance and the franchise fee imposed by it shall remain in effect until December 31, 2023, at which time they shall terminate and be of no further effect, except that the Company shall remain obligated after that date to pay the City all franchise fees due with respect to any period of time prior to December 31, 2023, and collected after that date.

Section 2. The effective date of this ordinance shall be January 1, 2019.

First Reading:	September 18, 2018
Second Reading:	October 2, 2018
Date of Publication:	October 11, 2018
Date Ordinance Takes Effect:	January 1, 2019

By: _____
Molly Cummings, Mayor

ATTEST:

Amy Domeier, City Clerk

**CITY OF HOPKINS
COUNTY OF HENNEPIN**

ORDINANCE 2018-1136

**ORDINANCE AMENDING SECTION 702 OF THE HOPKINS CITY
CODE PERTAINING TO NATURAL GAS UTILITY FRANCHISE FEES**

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

Section 1. That Section 702 of the Hopkins City Code be deleted in its entirety and replaced with the following:

Section 702 - Gas Utility Franchise Fee

702.01. Definitions. For purposes of this Ordinance, the following capitalized terms shall have the following meanings:

Subd. 1. City. The City of Hopkins, County of Hennepin, State of Minnesota.

Subd. 2. Company. CenterPoint Energy Minnesota Gas, a division of CenterPoint Energy Resources Corporation, a Delaware corporation, its successors and assigns.

702.03. Purpose. The Hopkins City Council has determined that franchise fees should be imposed on gas and electric utilities in return for their use of City-owned rights-of-way. The purpose of this ordinance is to establish such franchise fees to be paid to the City by the Company.

702.05. City Authority. Minnesota Statutes 216B.36 grants cities the authority to impose a franchise fee on gas and electric utility services. Such fees are in return for basic right to operate within municipally-owned rights-of-way and other public property as provided in utility franchise agreements/ordinances between a city and the respective utilities operating within the municipal boundaries. In addition, City of Hopkins Franchise Ordinance 2002-879 authorizes the City to impose, by separate ordinance, a franchise fee on the Company.

702.07. Franchise Fee Imposed. A franchise fee is hereby imposed on the Company, CenterPoint Energy Minnesota Gas, pursuant to City of Hopkins Franchise Ordinance 2002-879 and Minnesota Statutes 216B.36 and subject to the fee schedule below.

A franchise Fee is to be collected by the Company from each customer in the designated customer classification for service at each and every customer premise, as indicated by the following schedule:

<u>Fee Schedule</u>	
<u>Customer Classification</u>	<u>Monthly Fee Per Customer Premise</u>
Residential	\$3.50
Commercial A	\$3.50
Commercial/Industrial B	\$8.75
Commercial/Industrial C	\$24.70
Small Dual Fuel A	\$48.55
Small Dual Fuel B	\$170.50
Large Volume Dual Fuel	\$170.50

This fee is an account-based fee on each premise and not a meter-based fee. In the event that a customer of the company covered by this ordinance has more than one meter at a single premise, but only one account, only one fee shall be assessed to that account. If a premise has two or more meters for a single customer billed at different rates, the Company may have an account for each rate classification, which will result in more than one franchise fee assessment for gas service to that premise. If the Company combines the rate classifications into a single account, the franchise fee assessed to the account will be the largest franchise fee applicable to a single rate classification for energy delivered to that premise.

In the event any customer of the Company covered by this ordinance has more than one premise, each premise (address) shall be subject to the applicable fee. In the event a question arises as to the proper fee amount for any premise, the Company's manner of billing for energy used at all similar premises in the city will control.

702.09. Date Franchise Fee Takes Effect. The above utility franchise fees shall go into effect in and be applicable to all of the Company's billings commencing with bills for the month of January 2019.

702.11. Payment of Fee. Franchise fees shall be paid to the City quarterly, based on a calendar year, with payment due by the 30th day after the end of each quarter.

702.13. Dispute. Any disputes or other issues which arise will be subject to the terms of this Ordinance, Franchise Ordinance 2002-879, Minnesota Statutes 216B.36 as well as any other agreements entered into by the City and the Company.

702.15. Termination of Ordinance. This ordinance and the franchise fee imposed by it shall remain in effect until December 31, 2023, at which time they shall terminate and be of no further effect, except that the Company shall remain obligated after that date to pay the City all franchise fees due with respect to any period of time prior to December 31, 2023, and collected after that date.

Section 2. The effective date of this ordinance shall be January 1, 2019.

First Reading:	September 18, 2018
Second Reading:	October 2, 2018
Date of Publication:	October 11, 2018
Date Ordinance Takes Effect:	January 1, 2019

By: _____
Molly Cummings, Mayor

ATTEST:

Amy Domeier, City Clerk

CITY OF HOPKINS

FINANCE DEPARTMENT

MEMORANDUM

Date: September 27th, 2018
To: Honorable Mayor and Members of the City Council
From: Nicholas Bishop, Finance Director
Subject: Ratify Checks Issued in September 2018

The checks issued between August 30, 2018 and September 26, 2018, were numbers 111500 through 111807, for a total distribution of \$3,343,943.62.

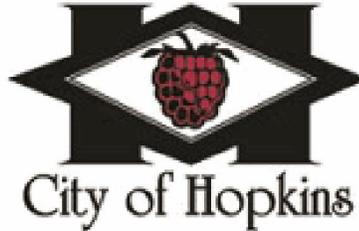
The checks issued, along with the purpose for those payments are attached for your review.

The check registers and detail of those checks can be reviewed at any time in the Finance Department.

Accounts Payable

Checks by Date - Summary by Check Date

User: kpearsall
Printed: 9/27/2018 11:18 AM



1010 First Street South
Hopkins, MN 55343

952-935-8474
M-F, 8 am-4:30 pm
www.hopkinsmn.com

Check No	Vendor No	Vendor Name	Check Date	Check Amount
111500	01045	ABM EQUIPMENT & SUPPLY LLC	08/30/2018	949.22
111501	29535	ADVANCED ENGINEERING	08/30/2018	7,000.00
111502	29509	AMERICAN PAYROLL INSTITUTE	08/30/2018	219.00
111503	02012	BATTERIES PLUS BULBS	08/30/2018	39.90
111504	30291	BLUE CONSULTING INC	08/30/2018	15.00
111505	UB*00335	ERIC BUMBIERS	08/30/2018	100.00
111506	30127	CINTAS CORPORATION NO. 2	08/30/2018	73.74
111507	30038	CIVICPLUS, INC.	08/30/2018	528.22
111508	UB*00324	VINCENT P COLEMAN	08/30/2018	36.70
111509	26951	COMCAST	08/30/2018	6.31
111510	26951	COMCAST	08/30/2018	69.95
111511	26951	COMCAST	08/30/2018	144.85
111512	03628	COMMERCIAL ASPHALT CO	08/30/2018	4,367.47
111513	28123	CRITTERS UNLIMITED INC	08/30/2018	342.50
111514	29303	DIVERSIFIED COFFEE PRODUCTS	08/30/2018	192.01
111515	29306	DORAN COMPANIES	08/30/2018	88,790.43
111516	04690	DRISKILLS FOODS	08/30/2018	262.85
111517	28898	ECM PUBLISHERS INC	08/30/2018	232.05
111518	05282	EHLERS AND ASSOCIATES, INC	08/30/2018	9,440.00
111519	UB*00332	LAUREN ENDRES	08/30/2018	7.65
111520	29661	ESS BROTHERS & SONS	08/30/2018	483.00
111521	06008	FASTENAL CO	08/30/2018	3.99
111522	UB*00331	IAIN W/AVRIL E FERGUSON	08/30/2018	119.07
111523	29097	GL SPORTS CAMPS LLC	08/30/2018	926.50
111524	07577	GOODPOINT TECHNOLOGY INC	08/30/2018	13,126.50
111525	07681	GRAINGER, INC	08/30/2018	65.52
111526	29377	GRAINGER, INC	08/30/2018	508.40
111527	29377	GRAINGER, INC	08/30/2018	63.55
111528	29377	GRAINGER, INC	08/30/2018	199.44
111529	29377	GRAINGER, INC	08/30/2018	32.64
111530	29377	GRAINGER, INC	08/30/2018	1,382.81
111531	UB*00333	GREAT LAKES HOME BUILDERS	08/30/2018	40.84
111532	08166	HENNEPIN CTY TREASURER	08/30/2018	202.60
111533	UB*00329	MATTHEW HILDRETH	08/30/2018	63.64
111534	30048	RICH HILL	08/30/2018	486.24
111535	08336	HIRSHFIELDS	08/30/2018	86.46
111536	27494	HORIZON GRAPHICS	08/30/2018	720.62
111537	30292	JOHN PEDERSON CONSTRUCTION	08/30/2018	102.00
111538	30289	JERRY JOHNSON	08/30/2018	200.00
111539	11327	KILLMER ELECTRIC CO INC	08/30/2018	112.85
111540	UB*00325	KACY KLEINHANS	08/30/2018	28.82
111541	UB*00334	LUCILLE LUND	08/30/2018	70.00
111542	13012	MACQUEEN EQUIPMENT INC	08/30/2018	16,463.93
111543	13167	MENARDS - EDEN PRAIRIE	08/30/2018	759.85
111544	13172	METRO ELEVATOR, INC	08/30/2018	160.00
111545	13179	METROPOLITAN COUNCIL	08/30/2018	7,455.00
111546	29177	RENEE A MEUWISSEN	08/30/2018	345.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
111547	13275	MICRO CENTER	08/30/2018	329.96
111548	30262	MINNESOTA EQUIPMENT	08/30/2018	74.01
111549	15441	OLSEN CHAIN AND CABLE CO INC	08/30/2018	93.68
111550	29793	PANACHE LLC	08/30/2018	24.00
111551	29468	PARALLEL TECHNOLOGIES	08/30/2018	37,624.77
111552	16199	PEARSON BROS INC	08/30/2018	33,130.00
111553	30258	PETRO CHOICE	08/30/2018	1,244.68
111554	UB*00327	NATHAN PFEIFER	08/30/2018	42.22
111555	30290	PI HOLDINGS LLC	08/30/2018	40.00
111556	16440	PLASTIC BAGMART INC	08/30/2018	575.00
111557	17806	QWEST CORP	08/30/2018	88.93
111558	17806	QWEST CORP	08/30/2018	168.69
111559	UB*00328	NOAH SANDLER	08/30/2018	81.19
111560	19117	SCHERER BROS. LUMBER CO.	08/30/2018	47.50
111561	UB*00326	BARBARA SIEWERT	08/30/2018	7.34
111562	26975	SPRINT	08/30/2018	1,685.35
111563	30091	RAY STAFFORD	08/30/2018	480.00
111564	30293	STAFFORD HOME SERVICE INC	08/30/2018	83.20
111565	19766	STAR TRIBUNE MEDIA	08/30/2018	229.06
111566	29205	CHRIS STRONER	08/30/2018	360.00
111567	13098	SUE MCLEAN & ASSOCIATES, INC	08/30/2018	1,400.00
111568	28907	TILLER CORPORATION	08/30/2018	311.76
111569	29118	TRUEMAN-WELTERS INC	08/30/2018	4,471.00
111570	30294	TWIN CITY ACOUSTICS INC	08/30/2018	7,260.00
111571	20892	TWIN CITY HARDWARE INC	08/30/2018	100.00
111572	22002	VALLEY-RICH COMPANY, INC	08/30/2018	2,469.96
111573	30189	VAN PAPER SUPPLY COMPANY	08/30/2018	154.07
111574	29466	VERIZON WIRELESS	08/30/2018	1,042.37
111575	29473	VERIZON WIRELESS	08/30/2018	246.24
111576	30017	VERIZON WIRELESS	08/30/2018	35.01
111577	27692	VESSCO INC	08/30/2018	433.11
111578	22563	VOSS LIGHTING	08/30/2018	123.60
111579	UB*00330	PRISCILLA S WEBSTER	08/30/2018	53.17
111580	28624	MICHEAL J WHITE	08/30/2018	233.30
111581	23720	WSB & ASSOCIATES INC	08/30/2018	2,637.25
111582	25080	XCEL ENERGY	08/30/2018	41.20
Total for 8/30/2018:				254,448.74
111585	19162	2ND WIND EXERCISE	09/06/2018	542.00
111586	01045	ABM EQUIPMENT & SUPPLY LLC	09/06/2018	3,756.31
111587	28422	ADVANCED IMAGING SOLUTIONS	09/06/2018	4,100.94
111588	28427	ADVANCED IMAGING SOLUTIONS	09/06/2018	32.86
111589	02031	B & W SPECIALTY COFFEE CO	09/06/2018	577.01
111590	02162	BECKER ARENA PRODUCTS, INC	09/06/2018	23,203.91
111591	29817	GARY BINGER	09/06/2018	2,500.00
111592	14571	BLUE TARP FINANCIAL INC	09/06/2018	172.03
111593	29011	JESSICA BRAUN	09/06/2018	140.00
111594	30270	NATASH ESHA CHUGHTAI	09/06/2018	160.00
111595	30127	CINTAS CORPORATION NO. 2	09/06/2018	299.21
111596	26951	COMCAST	09/06/2018	14.71
111597	26951	COMCAST	09/06/2018	6.30
111598	28123	CRITTERS UNLIMITED INC	09/06/2018	1,202.50
111599	03800	CULLIGAN - METRO	09/06/2018	195.95
111600	27514	CUSTOM BUSINESS FORMS	09/06/2018	168.00
111601	04165	DELEGARD TOOL CO	09/06/2018	386.56
111602	29303	DIVERSIFIED COFFEE PRODUCTS	09/06/2018	223.03

Check No	Vendor No	Vendor Name	Check Date	Check Amount
111603	28898	ECM PUBLISHERS INC	09/06/2018	59.50
111604	27569	EMERGENCY AUTOMOTIVE TECHNO	09/06/2018	327.67
111605	06008	FASTENAL CO	09/06/2018	235.69
111606	08004	HANCE HARDWARE, INC	09/06/2018	2,461.36
111607	29063	HART HOWERTON LTD	09/06/2018	1,911.79
111608	09539	INTERNATIONAL CODE COUNCIL	09/06/2018	135.00
111609	30295	J & B SERVICE AND SUPPLY INC	09/06/2018	211.74
111610	30269	JANELLE JASPERS JONES	09/06/2018	160.00
111611	11166	KEEPRS INC	09/06/2018	161.04
111612	03369	LEAGUE OF MN CITIES	09/06/2018	16,240.00
111613	13012	MACQUEEN EQUIPMENT INC	09/06/2018	250.60
111614	13167	MENARDS - EDEN PRAIRIE	09/06/2018	353.92
111615	29954	METRO SOUND & LIGHTING, INC.	09/06/2018	320.00
111616	13275	MICRO CENTER	09/06/2018	798.89
111617	13525	MIDNITE MARKET	09/06/2018	5.29
111618	13354	MN BENEFIT ASSOCIATION	09/06/2018	37.18
111619	13599	MN DEPT OF TRANSPORTATION	09/06/2018	422.19
111620	13387	MN MAYORS ASSOC - FINANCE DEPT	09/06/2018	30.00
111621	28599	MN PUBLIC RADIO	09/06/2018	1,838.00
111622	16337	PIRTEK PLYMOUTH	09/06/2018	174.79
111623	29196	QUAKER SALES & DISTRIBUTION	09/06/2018	207.96
111624	17806	QWEST CORP	09/06/2018	62.07
111625	17806	QWEST CORP	09/06/2018	122.18
111626	09084	ICMA RETIREMENT TRUST- 457 3008	09/06/2018	2,904.30
111627	28845	RIGID HITCH INCORPORATED	09/06/2018	92.97
111628	30163	RJM CONSTRUCTION, LLC	09/06/2018	884,562.73
111629	18575	ROC, INC	09/06/2018	4,298.56
111630	28588	NANCY SHIELDS	09/06/2018	150.00
111631	29143	SHRED IT USA	09/06/2018	638.54
111632	19520	SNAP PRINT INC	09/06/2018	87.71
111633	30093	TRANSUNION RISK ALTERNATIVE DA	09/06/2018	157.50
111634	20889	TWINWEST CHAMBER OF COMMERC	09/06/2018	120.00
111635	30189	VAN PAPER SUPPLY COMPANY	09/06/2018	365.95
111636	29458	VERIZON WIRELESS	09/06/2018	1,727.35
111637	22321	VIKING ELECTRIC SUPPLY INC	09/06/2018	42.60
111638	23003	WASTE MANAGEMENT OF WI-MN	09/06/2018	9,568.00
111639	28624	MICHEAL J WHITE	09/06/2018	298.70
111640	29967	WOLD ARCHITECTS AND ENGINEERS	09/06/2018	23,635.93
111641	23720	WSB & ASSOCIATES INC	09/06/2018	106,078.96
111642	25080	XCEL ENERGY	09/06/2018	38.95
111643	25080	XCEL ENERGY	09/06/2018	1,099.32
111644	25080	XCEL ENERGY	09/06/2018	272.22
111645	25080	XCEL ENERGY	09/06/2018	112.74
111646	25080	XCEL ENERGY	09/06/2018	42.20
111647	25080	XCEL ENERGY	09/06/2018	14,390.17
Total for 9/6/2018:				1,114,893.58
111648	02031	B & W SPECIALTY COFFEE CO	09/13/2018	589.80
111649	02561	BOHN WELDING INC	09/13/2018	1,426.80
111650	02569	BOYER TRUCK PARTS	09/13/2018	174,487.00
111651	29326	CARBON BLACK INC	09/13/2018	14,458.22
111652	30287	CARCO AUTOMOTIVE INC	09/13/2018	6,002.75
111653	03160	CENTERPOINT ENERGY MINNEGASC	09/13/2018	820.97
111654	03001	CES IMAGING	09/13/2018	1,485.00
111655	28981	CHESTNUT CAMBRONNE PA	09/13/2018	15,895.91
111656	03362	CITY OF MINNEAPOLIS	09/13/2018	535.50

Check No	Vendor No	Vendor Name	Check Date	Check Amount
111657	26951	COMCAST	09/13/2018	125.97
111658	03628	COMMERCIAL ASPHALT CO	09/13/2018	1,333.73
111659	03800	CULLIGAN - METRO	09/13/2018	70.60
111660	04168	DEM-CON LANDFILL, INC	09/13/2018	77.02
111661	04217	DISCOUNT STEEL INC	09/13/2018	13.41
111662	29306	DORAN COMPANIES	09/13/2018	46,634.79
111663	04600	DPC INDUSTRIES, INC	09/13/2018	948.00
111664	29006	ENTERPRISE FLEET MANAGEMENT	09/13/2018	2,717.35
111665	28449	DARRELL ERVASTI	09/13/2018	3,086.16
111666	30222	EUREKA CONSTRUCTION, INC.	09/13/2018	1,207,702.86
111667	06008	FASTENAL CO	09/13/2018	20.79
111668	07564	GOPHER STATE ONE-CALL, INC	09/13/2018	583.20
111670	08001	HACH COMPANY	09/13/2018	1,636.34
111671	30298	HARO ELECTRIC SOLUTIONS INC	09/13/2018	32.00
111672	08166	HENNEPIN CTY TREASURER	09/13/2018	202.60
111673	08179	HENNEPIN CTY TREASURER	09/13/2018	1,626.00
111674	08223	HENNEPIN CTY TREASURER	09/13/2018	11,465.14
111675	08336	HIRSHFIELDS	09/13/2018	206.94
111676	08576	HOPKINS F.D. RELIEF ASSOC	09/13/2018	870.00
111677	12009	J. H. LARSON COMPANY	09/13/2018	457.56
111678	11166	KEEPRS INC	09/13/2018	217.99
111679	29465	KLEIN UNDERGROUND	09/13/2018	2,693.25
111680	11583	KONE INC	09/13/2018	211.11
111681	15447	ALAN KRATTLEY	09/13/2018	135.59
111682	30286	TIMOTHY GARLAND LANE	09/13/2018	20,000.00
111683	12160	LEAGUE OF MN CITIES	09/13/2018	56,816.00
111684	12160	LEAGUE OF MN CITIES	09/13/2018	61,009.00
111685	29529	LEXISNEXIS RISK SOLUTIONS	09/13/2018	83.33
111686	28103	LIBERTY TIRE RECYCLING LLC	09/13/2018	294.85
111687	13012	MACQUEEN EQUIPMENT INC	09/13/2018	528.99
111688	13031	MATTS AUTO SERVICE, INC	09/13/2018	95.00
111689	13167	MENARDS - EDEN PRAIRIE	09/13/2018	39.66
111690	30297	METRO HTG & COOLING	09/13/2018	27.60
111691	13179	METROPOLITAN COUNCIL	09/13/2018	123,906.15
111692	13446	MN DEPT OF LABOR & INDUSTRY	09/13/2018	100.00
111693	13277	MN HWY SAFETY & RESEARCH CTR	09/13/2018	425.00
111694	28034	MN/WI PLAYGROUND INC	09/13/2018	2,512.81
111695	13760	MTI DISTRIBUTING INC	09/13/2018	62.98
111696	29953	MUNICIPAL CODE CORPORATION	09/13/2018	2,740.00
111697	27224	PPG ARCHITECTURAL FINISHES	09/13/2018	354.06
111698	04573	QUALITY RESOURCE GROUP INC	09/13/2018	1,266.00
111699	17806	QWEST CORP	09/13/2018	57.07
111700	18575	ROC, INC	09/13/2018	901.77
111701	29384	SITEONE LANDSCAPE SUPPLY	09/13/2018	160.80
111702	29115	MANUEL SOTELO	09/13/2018	35,500.00
111703	19602	SPS COMPANIES INC	09/13/2018	10.96
111704	29747	SUMMIT PROTECTION	09/13/2018	345.00
111705	30226	SUNBELT RENTALS, INC.	09/13/2018	270.00
111706	19824	SUNSHINE CAR WASH	09/13/2018	175.70
111707	20120	TDS METROCOM - MN	09/13/2018	335.55
111708	30041	TELEMETRY & PROCESS CONTROLS,	09/13/2018	65,824.42
111709	28907	TILLER CORPORATION	09/13/2018	1,334.93
111710	20560	TOLL GAS & WELDING SUPPLY	09/13/2018	11.04
111711	28482	DOUGLAS A TORVUND JR	09/13/2018	5,884.50
111712	08009	TRANSITIONS HOME CARE	09/13/2018	272.00
111713	20680	TRI-K SERVICES	09/13/2018	360.00
111714	20887	TWIN CITY WATER CLINIC	09/13/2018	272.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
111715	20889	TWINWEST CHAMBER OF COMMERC	09/13/2018	35.00
111716	29475	VERIZON WIRELESS	09/13/2018	105.03
111717	28624	MICHEAL J WHITE	09/13/2018	235.80
111718	28960	WIMACTEL INC	09/13/2018	60.00
111719	25080	XCEL ENERGY	09/13/2018	114.06
111720	26160	ZEE MEDICAL SERVICE	09/13/2018	340.15
Total for 9/13/2018:				1,881,637.56
111721	01328	AIRGAS USA	09/20/2018	175.21
111722	29691	AMERICAN GLASS & MIRROR, INC.	09/20/2018	1,802.00
111723	29669	AVESIS	09/20/2018	163.78
111724	02031	B & W SPECIALTY COFFEE CO	09/20/2018	1,339.09
111725	30230	BARNA, GUZY & STEFFEN, LTD.	09/20/2018	885.00
111726	30302	CARLO BOWMAN	09/20/2018	125.00
111727	02569	BOYER TRUCK PARTS	09/20/2018	1,037.37
111728	27822	BRADS PRO AUDIO	09/20/2018	250.00
111729	30127	CINTAS CORPORATION NO. 2	09/20/2018	264.29
111730	26951	COMCAST	09/20/2018	239.85
111731	26951	COMCAST	09/20/2018	142.36
111732	26951	COMCAST	09/20/2018	170.39
111733	29303	DIVERSIFIED COFFEE PRODUCTS	09/20/2018	273.18
111734	01523	EARL F. ANDERSEN, INC	09/20/2018	526.17
111735	28898	ECM PUBLISHERS INC	09/20/2018	23.80
111736	29520	ECOLAB	09/20/2018	182.14
111737	05282	EHLERS AND ASSOCIATES, INC	09/20/2018	4,985.00
111738	05481	EMERGENCY APPARATUS MAINT INC	09/20/2018	8,048.24
111739	29923	ELAINE GOEPFERT	09/20/2018	500.00
111740	29377	GRAINGER, INC	09/20/2018	3,843.93
111741	07698	GREEN LIGHTS RECYCLING INC	09/20/2018	437.45
111742	07803	GUSTAVE A. LARSON COMPANY	09/20/2018	105.02
111743	08166	HENNEPIN CTY TREASURER	09/20/2018	1,489.85
111744	08336	HIRSHFIELDS	09/20/2018	68.86
111745	08625	HOPKINS POLICE ASSOCIATION	09/20/2018	1,050.00
111746	09801	I.U.O.E. CENTRAL PENSION FUND	09/20/2018	1,760.00
111747	09578	INNOVATIVE OFFICE SOLUTIONS	09/20/2018	1,283.05
111748	12009	J. H. LARSON COMPANY	09/20/2018	502.38
111749	10585	JOHNSTONE SUPPLY	09/20/2018	11.56
111750	29201	KG LANDSCAPE MANAGEMENT	09/20/2018	6,747.14
111751	11327	KILLMER ELECTRIC CO INC	09/20/2018	3,522.09
111752	06329	KIRK STENSRUD ENTERPRISES INC	09/20/2018	497.00
111753	12012	LAW ENFORCEMENT LABOR SERVICE	09/20/2018	392.00
111754	30023	CIGNA LIFE INS COMPANY OF N AME	09/20/2018	417.87
111755	13012	MACQUEEN EQUIPMENT INC	09/20/2018	4,209.67
111756	13047	MARCO	09/20/2018	300.98
111757	13167	MENARDS - EDEN PRAIRIE	09/20/2018	183.53
111758	13179	METROPOLITAN COUNCIL	09/20/2018	2,460.15
111759	13192	METROPOLITAN FORD	09/20/2018	108.65
111760	13275	MICRO CENTER	09/20/2018	479.96
111761	13446	MN DEPT OF LABOR & INDUSTRY	09/20/2018	100.00
111762	30300	NORDIC SOLAR HOLDCO LLC	09/20/2018	4,257.13
111763	30300	NORDIC SOLAR HOLDCO LLC	09/20/2018	3,909.93
111764	30300	NORDIC SOLAR HOLDCO LLC	09/20/2018	6,867.76
111765	15521	ON SITE SANITATION	09/20/2018	1,325.00
111766	15521	ON SITE SANITATION	09/20/2018	68.00
111767	29051	PAINTERS GEAR	09/20/2018	37.56
111768	16050	PAPCO INC	09/20/2018	529.71

Check No	Vendor No	Vendor Name	Check Date	Check Amount
111769	30301	ARI PENTELOVITCH	09/20/2018	125.00
111770	29196	QUAKER SALES & DISTRIBUTION	09/20/2018	114.60
111771	17806	QWEST CORP	09/20/2018	64.00
111772	17806	QWEST CORP	09/20/2018	325.00
111773	17806	QWEST CORP	09/20/2018	64.00
111774	17806	QWEST CORP	09/20/2018	64.00
111775	17806	QWEST CORP	09/20/2018	127.00
111776	17806	QWEST CORP	09/20/2018	128.00
111777	17806	QWEST CORP	09/20/2018	66.00
111778	17806	QWEST CORP	09/20/2018	66.00
111779	17806	QWEST CORP	09/20/2018	858.00
111780	17806	QWEST CORP	09/20/2018	64.00
111781	17806	QWEST CORP	09/20/2018	325.00
111782	17806	QWEST CORP	09/20/2018	80.52
111783	17806	QWEST CORP	09/20/2018	83.96
111784	17806	QWEST CORP	09/20/2018	88.99
111785	17806	QWEST CORP	09/20/2018	65.36
111786	17806	QWEST CORP	09/20/2018	48.00
111787	18164	RED WING BUSINESS ADVANTAGE AC	09/20/2018	436.47
111788	08568	RESOURCE WEST	09/20/2018	66.32
111789	09084	ICMA RETIREMENT TRUST- 457 3008	09/20/2018	2,904.30
111790	28533	RODNEY J RODMAN	09/20/2018	900.00
111791	29613	ROGNESS SERVICE & SALES	09/20/2018	549.90
111792	29537	SMSC ENTERPRISES	09/20/2018	337.20
111793	28870	ST CROIX PROMOTIONS INC	09/20/2018	1,166.28
111794	19766	STAR TRIBUNE MEDIA	09/20/2018	97.50
111795	19766	STAR TRIBUNE MEDIA	09/20/2018	127.40
111796	28957	STEVENS ENGINEERS INC	09/20/2018	12,639.94
111797	19777	STREICHERS	09/20/2018	117.97
111798	30299	PHIL TATEOSIAN	09/20/2018	75.00
111799	08009	TRANSITIONS HOME CARE	09/20/2018	340.00
111800	03440	ULTIMATE SAFETY CONCEPTS INC	09/20/2018	220.66
111801	21523	UNION LOCAL 49	09/20/2018	770.00
111802	21529	UNITED WAY	09/20/2018	30.76
111803	29489	VERIZON WIRELESS	09/20/2018	35.01
111804	30044	W.L. HALL CO.	09/20/2018	616.20
111805	28624	MICHEAL J WHITE	09/20/2018	250.80
111806	13082	WM H MCCOY PETROLEUM FUELS	09/20/2018	25.50
111807	29794	BEN ZAMORA	09/20/2018	400.00

Total for 9/20/2018: 92,963.74

Report Total (305 checks): 3,343,943.62



**Public Hearing
Adopt Assessment Roll
2018 Miscellaneous Special Assessments**

Proposed Action:

Staff recommends adoption of the following motion: Move that Council adopt Resolution 2018-081, Resolution for Adoption of Assessment Roll, 2018 Miscellaneous Special Assessments.

Overview:

The proposed special assessments as described in Exhibit A are for delinquent utility bills, citations, and invoices. Notices of this hearing have been published, and both notices and assessment statements have been mailed to all affected property owners.

Primary Issues to Consider:

Timeline Schedule:

- Assessment items
- Appeal process
- Owner appeals/staff recommendations

Supporting Information:

- Multi-year comparison of assessments
- Notice of assessment hearing and statement of assessment
- Affidavit of mailing and mailing list
- Exhibit A (Assessment Roll)
- Information on Special Assessments
- Resolution 2018-081
- Appeal form submission

A handwritten signature in blue ink, appearing to read "Mary Lejn".

Mary Lejn
Special Assessment Clerk

Primary Issues to Consider:

- Assessment items
Refer to attached Exhibit A. Assessments that have been paid by certified checks, money orders, cash or credit cards since publication and mailing of the assessment statements have been notated on Exhibit A.
- Appeal process
If residents have not waived their rights to appeal, they are given the opportunity to approach Council during the public hearing. Standard appeal forms have been available at City Hall and are available at the public hearing. All owners wishing to appeal their assessment must complete an appeal form and present it to the Council prior to the close of the hearing. All appeal forms presented to Council during the public hearing must be completed and signed by the property owner.
- Owner appeals/staff recommendations
Our office has received one request for an appeals form for a snow-removal abatement. The completed appeals form is included in this packet.

Supporting Information:

At the 2010 Miscellaneous Assessment Hearing, the City Council requested information concerning the total amounts to be assessed compared to past years and the percentage of the assessments that are for delinquent utility bills. Following is a multi-year comparison as requested:

<u>YEAR</u>	<u>TOTAL ASSESSMENT</u>	<u>UTILITY BILLS</u>
2018	\$98,361.77	\$78,979.51 (80%)
2017	\$92,240.58	\$86,465.44 (94%)
2016	\$ 99,275.72	\$92,077.27 (93%)
2015	\$116,796.43	\$89,616.82 (77%)
2014	\$127,348.75	\$91,995.60 (72%)
2013	\$100,849.73	\$94,559.25 (93%)
2012	\$117,755.55	\$101,956.45 (87%)
2011	\$135,312.56	\$111,703.34 (83%)
2010	\$116,641.19	\$97,504.747 (84%)
2009	\$87,247.90	\$78,847.27 (90%)
2008	\$120,239.14	\$107,777.56 (90%)

CITY OF HOPKINS
Hennepin County, Minnesota

NOTICE OF ASSESSMENT HEARING
2018 MISCELLANEOUS ASSESSMENTS

NOTICE IS HEREBY GIVEN that the City Council of Hopkins, Minnesota, will meet in the Council Chambers of the Hopkins City Hall, 1010 1st Street South, Hopkins, Minnesota on Tuesday, October 2nd, 2018 at 7:00 p.m., to pass upon the proposed special assessments for the costs of delinquent utility bills, for delinquent invoices, and for delinquent citations, all more particularly described in Exhibit A hereto attached and hereby made a part hereof. The total amount of the proposed assessments is \$98,361.77 as of September 6th, 2018. The area to be assessed includes properties throughout the entire City of Hopkins.

[EXHIBIT A]

The proposed assessment roll is on file with the City Clerk and is available for review. Property Owners may present their objections to proposed special assessments at this hearing either orally or in writing. The Council will consider those objections. No appeal may be taken as to the amount of any assessment adopted unless a written objection signed by the property owner is filed with the City Clerk prior to the assessment hearing or presented to the presiding officer at the hearing. Appeal forms will be available at the assessment hearing or at the Special Assessment Clerk's office at the Hopkins City Hall, 1010 1st Street South, Hopkins, Minnesota.

An owner may appeal an assessment to district court pursuant to Minnesota Statutes Section 429.081 by serving notice of the appeal upon the Mayor or City Clerk of the City of Hopkins within thirty (30) days after the adoption of the assessment and by filing such notice with the district court within ten (10) days after service upon the Mayor and City Clerk.

Under provisions of Minnesota Statutes Section 435.193 to 435.195 and Hopkins Ordinances 701.01 to 703.05 the City may, in its discretion, defer the payment of this special assessment for any homestead property owner by a person 65 years of age or older or retired by virtue of a permanent and total disability for whom it would be a hardship to make the payments. When a deferment of the special assessment has been granted and is terminated for any reason provided in that law and Ordinance, all amounts accumulated plus applicable interest become due. The procedures to apply for such deferment are available from the Assessment Clerk.

The following information shall also apply:

1. The property owner shall have the right to prepay the entire assessment. Your assessment may be paid without interest from October 3, 2018 to November 1, 2018, to the Special Assessment Clerk at City Hall, 1010 1st Street South, Hopkins, Minnesota. You may at any time thereafter and **prior to November 30, 2018**, pay to the Special Assessment Clerk the entire amount of the assessment remaining unpaid, with interest accrued from November 2, 2018 to the date in which such payment is made. Such payment must be made **prior to November 30, 2018** or interest will be charged through December 31 of the succeeding year.

2. Partial prepayments of the total assessment have been authorized by Ordinance. An owner may pre-pay any amount of the assessment but not less than the lesser of \$100.00 or 25% of the assessment, with interest accrued to the payment date, except that no interest shall be charged if such partial payment is made by November 1, 2018. Partial prepayments can only be made

prior to November 30, 2018. Such partial payment should be made to the Special Assessment Clerk at City Hall, 1010 1st Street S, Hopkins, Minnesota 55343.

3. In the case where accrued interest applies, the rate of interest to be accrued, if the assessment is not prepaid within the required time period, is proposed to be 5 percent commencing on the date of adoption by the City Council. Assessments shall be payable in one annual installment unless otherwise specified in Exhibit A.

4. The amount to be specially assessed against your property is shown on the statement of assessment sent to you by mail.

5. A \$100.00 service charge has been added to the amount to be assessed for all delinquent bills.

This is an important hearing because this is your opportunity to object to the proposed special assessment that affects your property. The Council may adopt the proposed special assessment at the hearing. If you have any questions regarding this assessment, please call the Special Assessment Clerk at 952-548-6310.

/s/ Amy Domeier
Amy Domeier, City Clerk
City of Hopkins, Minnesota

Publish: Hopkins Sun Sailor, September 13th, 2018
Dated: September 6th, 2018

EXHIBIT A

PID NUMBER SERVICE ADDRESS ASSESSMENT

DELINQUENT UTILITY BILLS - Payable in 1 year @ 5% interest

1311722220011	23 W ST ALBANS RD	\$816.38	
1311722220018	20 E ST ALBANS RD	\$181.33	
1311722230023	15 LORING RD	\$648.51	
1311722240007	7 MANITOBA RD	\$1,024.19	
1311722330014	705-707 ROBINWOOD LN	\$1,161.34	
1911721110002	1410 DIVISION ST	\$1,218.98	
1911721110017	1413 CAMBRIDGE ST	\$489.52	
1911721110029	1430 CAMBRIDGE ST	\$844.07	
1911721130032	929 PARKSIDE BLVD	\$159.44	paid in full
1911721130049	800 KASSIE CT	\$1,323.47	
1911721230010	333 HERMAN TER	\$545.46	
1911721230061	341 N MADISON AVE	\$180.11	
1911721240022	413 MONROE PL	\$529.69	
1911721240080	241-243 N MONROE AVE	\$1,850.58	
1911721240094	401-403 MONROE PL	\$1,284.18	
1911721240207	318 N TYLER AVE	\$1,478.75	
1911721340021	30 S HARRISON AVE	\$1,309.00	
1911721340026	50 S HARRISON AVE	\$970.64	
1911721340033	37 S VAN BUREN AVE	\$885.95	
1911721340057	41 S JACKSON AVE	\$1,143.63	
1911721340094	122 S VAN BUREN AVE	\$279.33	
1911721340107	130 S HARRISON AVE	\$724.18	
1911721340134	41 S VAN BUREN AVE	\$770.78	
1911721340137	125 S VAN BUREN AVE	\$764.19	
1911721340156	105 S HARRISON AVE	\$916.42	
1911721440038	100 OAKWOOD RD	\$841.84	
1911721440042	125 OAKWOOD RD	\$859.41	
1911721440059	240 INTERLACHEN RD	\$948.71	
2011721320026	1 HAWTHORNE RD	\$921.24	
2011721330053	114 MEADOWBROOK RD	\$450.96	#375.96 - paid \$75.00
2011721330062	216 MEADOWBROOK RD	\$782.64	
2011721330071	240 HAWTHORNE RD	\$201.95	
2311722140014	350 N 18TH AVE	\$465.38	
2311722140025	317 N 19TH AVE	\$973.86	
2311722140030	358 N 19TH AVE	\$365.20	
2311722140034	330 N 19TH AVE	\$894.96	
2311722140076	226 N 19TH AVE	\$532.86	#432.86 - paid \$100.00
2311722140100	210 N 18TH AVE	\$823.88	
2311722140111	249 N 19TH AVE	\$1,045.24	
2311722410089	54 N 20TH AVE	\$857.75	paid in full
2311722410150	24 N 17TH AVE	\$943.02	
2311722410151	22 N 17TH AVE	\$694.58	
2311722440007	122 S 19TH AVE	\$490.14	
2311722440024	14 S 18TH AVE	\$698.81	
2311722440059	113 S 18TH AVE	\$994.43	
2411722110022	424 ALTHEA LN	\$1,226.28	
2411722130037	224 N 6TH AVE	\$316.08	#187.73 - Adjustment
2411722130076	242 N 8TH AVE	\$846.52	

2411722130098	241 N 9TH AVE	\$848.39
2411722130131	325 N 8TH AVE	\$156.92
2411722220028	414 N 15TH AVE	\$1,669.85
2411722230029	301 N 17TH AVE	\$1,585.44
2411722230034	246 N 16TH AVE	\$2,350.85
2411722230073	233 N 16TH AVE	\$906.19
2411722230077	242 N 13TH AVE	\$968.40
2411722230094	209 N 15TH AVE	\$1,070.74
2411722230152	246 N 14TH AVE	\$1,916.11
2411722240017	217 N 10TH AVE	\$246.82
2411722240117	301 N 12TH AVE	\$1,903.78
2411722310059	1201 MAINSTREET	\$650.77
2411722310114	106 N 9TH AVE	\$662.60
2411722320029	114 N 16TH AVE	\$342.77
2411722320051	18 N 16TH AVE	\$500.00
2411722340106	133 S 12TH AVE	\$1,027.16
2411722410038	141 PARK LN	\$1,152.42
2411722410059	137 OAKGLEN DR	\$770.21
2411722420062	30 N 8TH AVE	\$1,177.21
2411722420090	106 N 8TH AVE	\$1,188.20
2411722420153	134 N 5TH AVE	\$422.47
2411722430044	53 S 7TH AVE	\$945.62
2411722430142	607 S 2ND ST	\$234.34
2411722440043	320 MAINSTREET	\$1,247.29
2511722130005	516 S 5TH AVE	\$1,120.79
2511722130022	604 S 5TH AVE	\$1,586.15
2511722130045	542 S 6TH AVE	\$983.54
2511722130082	606 S 6TH AVE	\$1,163.90
2511722130095	633 S 7TH AVE	\$1,092.84
2511722140013	517 S 5TH AVE	\$348.01
2511722140070	638 E PARK VALLEY DR	\$997.44
2511722140093	630 W PARK VALLEY DR	\$1,168.55
2511722140125	601 S 2ND AVE	\$2,333.01
2511722240021	604 S 12TH AVE	\$405.90
2511722240021	606 S 12TH AVE	\$469.08
2511722240076	601 S 10TH AVE	\$193.66
2511722420011	701 S 7TH AVE	\$658.84
2511722420013	722 S 8TH AVE	\$960.64
2511722420037	723 S 6TH AVE	\$1,163.82
2511722420037	721 S 6TH AVE	\$1,302.99
2511722420082	739 S 6TH AVE	\$939.94

paid in full

paid in full

paid in full

paid in full

paid in full
paid in full

paid in full
219.90 - paid #186.00

paid in full

DELINQUENT INVOICES - Payable in 1 year @ 5% interest

2311722140051	349 N 21ST AVE	\$409.44
2511722340259	1278 S TRAILWOOD	\$250.00
2011721330071	240 HAWTHORNE RD	\$234.67
2411722130037	224 6TH AVE N	\$321.34
2511722430458	1007 11TH AVE S #4	\$418.43
2411722220077	1505 STATE HWY #7	\$150.75
2511722310637	817 11TH AVE S #3	\$176.13
1911721110125	525 BLAKE RD N UNIT 114	\$154.74
2411722320034	105 17TH AVE N	\$308.10

paid in full
paid in full
removed - incorrectly billed

2311722140100	210 18TH AVE N	\$308.10	
2411722420153	134 5TH AVE N	\$555.65	paid in full
1911721240007	509-511 SUNNYSIDE CIRCLE	\$391.87	
1911721110068	1306-1308 OXFORD ST	\$232.67	
1911721110002	1410 DIVISION ST	\$2,553.21	paid in full
2511722340267	1147 TRAILWOOD N	\$206.15	paid in full
2411722340084	8 12TH AVE SOUTH	\$153.10	paid in full
2411722340009	7 10TH AVE SOUTH	\$153.10	
2411722310114	106 9TH AVE N	\$175.35	
1911721110049	1210 CAMBRIDGE ST #17	\$152.31	paid in full
1911721340100	146 VAN BUREN AVE S	\$240.12	
2411722110024	425 WAYSIDE RD W	\$361.87	
2311722140001	350 17TH AVE N	\$998.28	
2511722420036	715 6TH AVE S	\$226.88	

DELINQUENT CITATIONS - Payable in 1 year @ 5% interest

2311722430069	16 SHADY OAK	\$700.00	
1911721310058	300 2ND ST. NE, STE. 6 & 8	\$400.00	paid in full
2011721330071	240 HAWTHORNE RD.	\$700.00	
2411722240066	237 12TH AVE. N.	\$400.00	
2411722310072	126 11TH AV. N.	\$400.00	
1911721340026	50 HARRISON AVE. S.	\$400.00	
2411722310059	1201 MAINSTREET	\$600.00	
2411722240066	237 12TH AVE. N.	\$500.00	
2411722310059	1201 MAINSTREET	\$1,100.00	
2411722240066	237 12TH AVE. N.	\$900.00	
2411722210026	418 15TH AVE. N.	\$850.00	
2411722240066	237 12TH AVE. N.	\$1,700.00	
2411722340101	1210 1ST. ST. S.	\$1,000.00	
2411722340124	1016 MAINSTREET	\$600.00	

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA
NOTICE OF ASSESSMENT HEARING
2018 MISCELLANEOUS ASSESSMENTS**

NOTICE IS HEREBY GIVEN that the City Council of Hopkins, Minnesota, will meet in the Council Chambers of the Hopkins City Hall, 1010 1st Street South, Hopkins, Minnesota on Tuesday, October 2nd, 2018 at 7:00 p.m. to pass upon the proposed special assessments for the costs of delinquent utility bills, for delinquent invoices, and for delinquent citations, all more particularly described in Exhibit A hereto attached and hereby made a part hereof. The total amount of the proposed assessments is \$98,361.77 as of September 6th, 2018. The area to be assessed includes properties throughout the entire City of Hopkins.

EXHIBIT A

PID NUMBER	SERVICE ADDRESS	ASSESSMENT
DELINQUENT UTILITY BILLS - Payable in 1 year @ 5% interest		
131172220011	23 W ST ALBANS RD	\$816.38
131172220018	20 E ST ALBANS RD	\$181.33
1311722230023	15 LORING RD	\$648.51
1311722240007	7 MANITOBA RD	\$1,024.19
1311722330014	705-707 ROBINWOOD LN	\$1,161.34
1911721110002	1410 DIVISION ST	\$1,218.98
1911721110017	1413 CAMBRIDGE ST	\$489.52
1911721110029	1430 CAMBRIDGE ST	\$844.07
1911721130032	929 PARKSIDE BLVD	\$159.44
1911721130049	800 KASSIE CT	\$1,323.47
1911721230010	333 HERMAN TER	\$545.46
1911721230061	341 N MADISON AVE	\$180.11
1911721240022	413 MONROE PL	\$529.69
1911721240080	241-243 N MONROE AVE	\$1,850.58
1911721240094	401-403 MONROE PL	\$1,284.18
1911721240207	318 N TYLER AVE	\$1,478.75
1911721340021	30 S HARRISON AVE	\$1,309.00
1911721340026	50 S HARRISON AVE	\$970.64
1911721340033	37 S VAN BUREN AVE	\$885.95
1911721340057	41 S JACKSON AVE	\$1,143.63
1911721340094	122 S VAN BUREN AVE	\$279.33
1911721340107	130 S HARRISON AVE	\$724.18
1911721340134	41 S VAN BUREN AVE	\$770.78
1911721340137	125 S VAN BUREN AVE	\$784.19
1911721340156	105 S HARRISON AVE	\$916.42
1911721440036	100 OAKWOOD RD	\$841.84
1911721440042	125 OAKWOOD RD	\$659.41
1911721440059	240 INTERLACHEN RD	\$948.71
2011721320026	1 HAWTHORNE RD	\$921.24
2011721330053	114 MEADOWBROOK RD	\$450.96
2011721330062	218 MEADOWBROOK RD	\$782.64
2011721330071	240 HAWTHORNE RD	\$201.95
2311722140014	350 N 18TH AVE	\$465.38
2311722140025	317 N 19TH AVE	\$973.86
2311722140030	358 N 19TH AVE	\$365.20
2311722140034	330 N 19TH AVE	\$694.96
2311722140076	226 N 19TH AVE	\$532.86
2311722140100	210 N 18TH AVE	\$823.88
2311722140111	249 N 19TH AVE	\$1,045.24
2311722410089	54 N 20TH AVE	\$357.75
2311722410150	24 N 17TH AVE	\$943.02
2311722410151	22 N 17TH AVE	\$694.58
2311722440007	122 S 19TH AVE	\$490.14
2311722440024	14 S 18TH AVE	\$698.81
2311722440059	113 S 18TH AVE	\$994.43
2411722110022	424 ALTHEA LN	\$1,226.28
2411722130037	224 N 6TH AVE	\$316.08
2411722130076	242 N 8TH AVE	\$846.52
2411722130098	241 N 9TH AVE	\$848.39
2411722130131	325 N 8TH AVE	\$156.92
2411722220028	414 N 15TH AVE	\$1,689.85
2411722230029	301 N 17TH AVE	\$1,585.44
2411722230034	246 N 16TH AVE	\$2,350.85
2411722230073	233 N 16TH AVE	\$906.19
2411722230077	242 N 13TH AVE	\$968.40
2411722230094	209 N 15TH AVE	\$1,070.74
2411722230152	246 N 14TH AVE	\$1,916.11
2411722240017	217 N 10TH AVE	\$216.82
2411722240117	301 N 12TH AVE	\$1,903.78
2411722310059	1201 MAINSTREET	\$650.77
2411722310114	106 N 9TH AVE	\$662.60
2411722320029	114 N 16TH AVE	\$342.77
2411722320051	18 N 16TH AVE	\$500.00
2411722340106	133 S 12TH AVE	\$1,027.16
2411722410038	141 PARK LN	\$1,152.42
2411722410059	137 OAKGLEN DR	\$770.21
2411722420062	30 N 8TH AVE	\$1,177.21
2411722420090	106 N 8TH AVE	\$1,188.20
2411722420153	134 N 5TH AVE	\$422.47
2411722430044	53 S 7TH AVE	\$945.62
2411722430142	607 S 2ND ST	\$234.34
2411722440043	320 MAINSTREET	\$1,247.29
2511722130005	516 S 5TH AVE	\$1,120.79
2511722130022	604 S 5TH AVE	\$1,586.15
2511722130045	542 S 8TH AVE	\$983.54
2511722130082	606 S 6TH AVE	\$1,163.90
2511722130095	833 S 7TH AVE	\$1,092.84
2511722140013	517 S 5TH AVE	\$348.01
2511722140070	638 E PARK VALLEY DR	\$997.44
2511722140093	630 W PARK VALLEY DR	\$1,168.55
2511722140125	601 S 2ND AVE	\$2,333.01
2511722240021	604 S 12TH AVE	\$405.90
2511722240021	606 S 12TH AVE	\$469.08
2511722240076	601 S 10TH AVE	\$193.66
2511722242011	701 S 7TH AVE	\$658.84
2511722242013	722 S 8TH AVE	\$980.64

2511722420037	723 S 6TH AVE	\$1,163.82
2511722420037	721 S 6TH AVE	\$1,302.99
2511722420082	739 S 6TH AVE	\$839.94

DELINQUENT INVOICES - Payable in 1 year @ 5% interest		
2311722140051	349 N 21ST AVE	\$409.44
2511722340259	1278 S TRAILWOOD	\$250.00
2011721330071	240 HAWTHORNE RD	\$234.67
2411722130037	224 6TH AVE N	\$321.34
2511722430458	1007 11TH AVE S #4	\$418.43
2411722220077	1505 STATE HWY #7	\$150.75
2511722310637	817 11TH AVE S #3	\$176.13
1911721110125	525 BLAKE RD N UNIT 114	\$154.74
2411722320034	105 17TH AVE N	\$308.10
2311722140100	210 18TH AVE N	\$308.10
2411722420153	134 5TH AVE N	\$555.65
1911721240007	609-611 SUNNYSIDE CIRCLE	\$391.87
1911721110068	1306-1308 OXFORD ST	\$232.67
1911721110002	1410 DIVISION ST	\$2,553.21
2511722340287	1147 TRAILWOOD N	\$206.16
2411722340084	8 12TH AVE SOUTH	\$153.10
2411722340009	7 10TH AVE SOUTH	\$153.10
2411722310114	106 9TH AVE N	\$175.35
1911721110049	1210 CAMBRIDGE ST #17	\$152.31
1911721340100	146 VAN BUREN AVE S	\$240.12
2411722110024	425 WAYSIDE RD W	\$361.87
2311722140001	350 17TH AVE N	\$998.28
2511722420038	715 6TH AVE S	\$226.68

DELINQUENT CITATIONS - Payable in 1 year @ 5% interest		
2311722430069	16 SHADY OAK	\$700.00
1911721310058	300 2ND ST. NE. STE. 6 & 8	\$400.00
2011721330071	240 HAWTHORNE RD.	\$700.00
241172240066	237 12TH AVE. N.	\$400.00
2411722310072	126 11TH AV. N.	\$400.00
1911721340026	50 HARRISON AVE. S.	\$400.00
2411722310059	1201 MAINSTREET	\$800.00
241172240066	237 12TH AVE. N.	\$500.00
2411722310059	1201 MAINSTREET	\$1,100.00
241172240066	237 12TH AVE. N.	\$900.00
2411722210026	418 15TH AVE. N.	\$850.00
241172240066	237 12TH AVE. N.	\$1,700.00
2411722340101	1210 1ST, ST. S.	\$1,000.00
2411722340124	1016 MAINSTREET	\$600.00

The proposed assessment roll is on file with the City Clerk and is available for review. Property Owners may present their objections to proposed special assessments at this hearing either orally or in writing. The Council will consider those objections. No appeal may be taken as to the amount of any assessment adopted unless a written objection signed by the property owner is filed with the City Clerk prior to the assessment hearing or presented to the presiding officer at the hearing. Appeal forms will be available at the assessment hearing or at the Special Assessment Clerk's office at the Hopkins City Hall, 1010 1st Street South, Hopkins, Minnesota.

An owner may appeal an assessment to district court pursuant to Minnesota Statutes Section 429.081 by serving notice of the appeal upon the Mayor or City Clerk of the City of Hopkins within thirty (30) days after the adoption of the assessment and by filing such notice with the district court within ten (10) days after service upon the Mayor and City Clerk.

Under provisions of Minnesota Statutes Section 435.193 to 435.195 and Hopkins Ordinances 701.01 to 703.05 the City may, in its discretion, defer the payment of this special assessment for any homeowner property owner by a person 65 years of age or older or retired by virtue of a permanent and total disability for whom it would be a hardship to make the payments. When a deferment of the special assessment has been granted and is terminated for any reason provided in that law and Ordinance, all amounts accumulated plus applicable interest become due. The procedures to apply for such deferment are available from the Assessment Clerk.

The following information shall also apply:
1. The property owner shall have the right to prepay the entire assessment. Your assessment may be paid without interest from October 3, 2018 to November 1, 2018, to the Special Assessment Clerk at City Hall, 1010 1st Street South, Hopkins, Minnesota. You may at any time thereafter and prior to November 30, 2018, pay to the Special Assessment Clerk the entire amount of the assessment remaining unpaid, with interest accrued from November 2, 2018 to the date in which such payment is made. Such payment must be made prior to November 30, 2018 or interest will be charged through December 31 of the succeeding year.

2. Partial prepayments of the total assessment have been authorized by Ordinance. An owner may pre-pay any amount of the assessment but not less than the lesser of \$100.00 or 25% of the assessment, with interest accrued to the payment date, except that no interest shall be charged if such partial payment is made by November 1, 2018. Partial prepayments can only be made prior to November 30, 2018. Such partial payment should be made to the Special Assessment Clerk at City Hall, 1010 1st Street S, Hopkins, Minnesota 55343.

3. In the case where accrued interest applies, the rate of interest to be accrued, if the assessment is not prepaid within the required time period, is proposed to be 5 percent commencing on the date of adoption by the City Council. Assessments shall be payable in one annual installment unless otherwise specified in Exhibit A.

4. The amount to be specially assessed against your property is shown on the statement of assessment sent to you by mail.
5. A \$100.00 service charge has been added to the amount to be assessed for all delinquent bills.

This is an important hearing because this is your opportunity to object to the proposed special assessment that affects your property. The Council may adopt the proposed special assessment at the hearing. If you have any questions regarding this assessment, please call the Special Assessment Clerk at 952-548-8310.
Dated: September 6th, 2018

/s/ Amy Domeier
Amy Domeier, City Clerk
City of Hopkins, Minnesota

Published in the
Hopkins-Minnetonka Sun Sailor
September 13, 2018
853325

AFFIDAVIT OF MAILING ASSESSMENT HEARING NOTICE

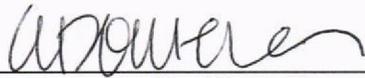
STATE OF MINNESOTA)
) SS.
COUNCIL OF HOPKINS)

Amy Domeier, being first duly sworn, deposed and says:

I am a United States citizen, over 21 years of age, and the City Clerk of the City of Hopkins, Minnesota

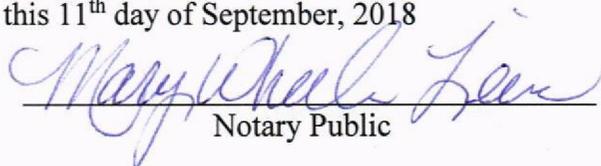
On September 11, 2018, acting on behalf of the said city, I caused to be deposited in the United States Post Office at the City of Hopkins, Minnesota, copies of the attached notice of hearing on proposed assessments for the costs of delinquent utility bills, delinquent invoices, and delinquent citations, enclosed in sealed envelopes, with postage thereon fully prepaid, addressed to the following persons at the addresses appearing on the attached copy of the mailing list.

There is delivery service by United States mail between the place of mailing and the places so addressed.

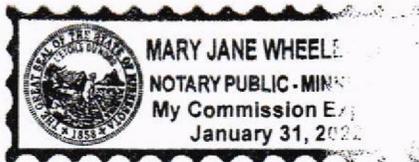


City Clerk Signature

Subscribed and sworn to before me this 11th day of September, 2018



Notary Public





**CITY OF HOPKINS
STATEMENT OF ASSESSMENT
MISCELLANEOUS CHARGES**

DELINQUENT ACCT #008959-000

████████████████████
23 W ST ALBANS RD
HOPKINS MN 55305

RE: PID #1311722220011 - 23 W ST ALBANS RD

THIS IS THE ONLY STATEMENT YOU WILL RECEIVE

The Hennepin County Treasurer's records show you as an owner and/or taxpayer of certain land(s) with respect to which the City of Hopkins now proposes to order a levy for miscellaneous charges as shown below. It is important that you read and fully understand your rights and obligations concerning this assessment as stated on the attached Notice of Assessment Hearing. **Your total assessment for Parcel Identification Number 1311722220011 is as follows:**

Invoice Amount:	\$ 716.38
Service Charge:	\$ <u>100.00</u>
TOTAL ASSESSMENT:	\$ 816.38 @ 5% interest payable in 1 year

When requesting information or corresponding about this statement, please refer to Parcel Identification Number 1311722220011. Questions can be directed to the Mary Lein, Special Assessment Clerk at 952-548-6310.

NOTE -- Objections to this assessment will be accepted until the close of the Assessment Hearing. Assessment hearing appeal forms are available in the Special Assessment Clerk's office. **Absolutely** no objections (oral or in writing) to any part of this assessment statement will be accepted by the Assessment Clerk or the Hopkins City Council after the close of the Assessment Hearing. Even though appeals are due by October 2, 2018, the City Clerk strongly recommends appeals be submitted by September 25, 2018.

**DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT TO:
CITY OF HOPKINS, ATTN: MARY LEIN
1010 1ST STREET SOUTH, HOPKINS, MN 55343**

Assessment Payment for **DELINQUENT UTILITY ACCT** ACCT # 008959-000

PID # 1311722220011 TOTAL ASSESSMENT: \$ 816.38

TOTAL PAYMENT ENCLOSED - \$ _____

INTEREST CHARGES WILL APPLY ON ANY PAYMENTS MADE AFTER NOVEMBER 2, 2018. PAYMENTS MUST BE MADE TO THE CITY OF HOPKINS PRIOR TO NOVEMBER 30, 2018. ANY BALANCE REMAINING ON NOVEMBER 30, 2018 WILL BE CERTIFIED TO HENNEPIN COUNTY FOR COLLECTION WITH THE 2019 PROPERTY TAXES.

2018 INFORMATION ON SPECIAL ASSESSMENTS

HOW ARE SPECIAL ASSESSMENTS PAID?

1. If the assessment is not paid **prior** to November 30, 2018, it will automatically be included with the real estate taxes payable beginning in 2019. The actual terms of financing are set by the City Council at the Public Hearing. The interest rate is proposed to be 5%.
2. The assessment can be paid off in full or in any amount but not less than the lesser of \$100.00 or 25% of the assessment. The procedure and deadline for payments will be as follows:
October 3rd, 2018 to November 2nd, 2018 (assuming adoption on October 2nd) – 30 day interest free.
 - During this period, the owner may pay all or part of the total, interest free.
 - Partial payments are allowed in any amount of not less than the lesser of \$100.00 or 25% of the assessment.

November 2nd, 2018 to November 29, 2018 – interest accrues from date of adoption on any payment made during this time.

- After the 30-day period, the total may be paid **with interest** prorated from the date of adoption, October 2nd, 2018, to the date of payment, until November 29, 2018.
- Partial payments of not less than the lesser of \$100.00 or 25% are still accepted, although interest charges will apply to the payment.

November 30, 2018 – assessments are certified to Hennepin County.

- Payments can no longer be accepted by the City of Hopkins.
- On November 30, 2018, the assessments are certified to Hennepin County for collection with the property taxes payable beginning in 2019 for a term of one year.
- 14 months of interest is added to the assessments certified to the property taxes payable in 2019.

NOTE: Pursuant to State Statutes, the City is required to follow the procedure and deadlines listed above.

SPECIAL ASSESSMENT DEFERMENTS

The City Council may in its discretion, defer payment of special assessments upon request. The property must be homestead by the property owner. Also the property owner must be 65 years of age or older or retired by virtue of a permanent and total disability. The income is not to exceed \$38,493 as of January 1, 2018. Income verification is required. An appeal is not required to take advantage of this program. The procedures to apply for such deferment are available from the Assessment Clerk.

WHERE CAN ADDITIONAL INFORMATION CONCERNING SPECIAL ASSESSMENTS BE OBTAINED?

Residents may come into City Hall or call the Special Assessment Clerk at 952-548-6310 for special assessment information.

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION NO: 2018-081

**RESOLUTION FOR HEARING ON PROPOSED ASSESSMENTS
2018 MISCELLANEOUS SPECIAL ASSESSMENTS**

WHEREAS, pursuant to proper notice duly given as required by law, the City Council has met and heard and passed upon all objections to the proposed assessment for delinquent utility bills, citations, and delinquent invoices, all as more fully set forth and described in Exhibit A as attached to this resolution, and has amended such proposed assessment as it deems just,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOPKINS, MINNESOTA:

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such assessments shall be payable in equal, annual installments extending over the periods of years set forth in Exhibit A, the first of the installments to be payable on or after the first Monday in January of 2019. Any deferred installments shall bear interest at the rate set forth in said Exhibit A from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from November 2, 2018, until December 31, 2019. To each subsequent installment when due shall be added interest for one year on all unpaid installments.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole or a partial payment of any amount of the assessment but not less than the lesser of \$100.00 or 25% of the assessment on such property, with interest accrued to the date of payment, to the city treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and he/she may, at any time thereafter, pay to the city treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made prior to November 30 or interest will be charged through December 31 of the next succeeding year.
4. It is hereby declared to be the intention of the Council to reimburse itself in the future for the portion of the cost of this improvement paid for from municipal funds by levying additional assessments, on notice and hearing as provided for the assessments herein made, upon any properties abutting on the improvement, when changed conditions relating to such properties make such assessment feasible.

5. To the extent that this improvement benefits nonabutting properties which may be served by the improvement when one or more later extensions or improvements are made, but which are not herein assessed, therefore, it is hereby declared to be the intention of the Council, as authorized by Minnesota Statutes 420.051, to reimburse the City by adding any portion of the cost so paid to the assessments levied for any such later extension or improvements.
6. The clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County, and such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the City Council of the City of Hopkins this 2nd day of October, 2018.

Molly Cummings, Mayor

ATTEST:

Amy Domeier, City Clerk
City of Hopkins, Minnesota

ASSESSMENT HEARING APPEAL FORM

Address of Assessed Parcel 425 Wayside Rd. W Hopkins, MN

What assessment does this concern Snow Removal

Property Identification Number: 2411722110024

Do you wish to address the City Council at the hearing?

Yes No

Please complete this form if you intend to appeal to the council to revise or cancel your assessment. This form must be completed and filed with the City Clerk no later than the close of the City Council assessment hearing. Your request will become part of the public assessment hearing record.

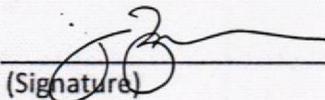
I request that the City Council consider (check one):

a. Cancellation of assessment

b. Revision of assessment

Reason for the request: Last winter we received an invoice for snow removal by the city. Although our sidewalk was clear, we were assessed for having an unclear walk due to snow. We responded to the city via letter and asked that the charges be removed, as we felt there was an error. No response was provided. We assumed the charges were dropped. In May, we sold the home and moved out of Hopkins. We no longer live in the home and ask the new homeowners are not assessed for this.

Jeffrey Bull
(Print Name)


(Signature)

9/27/18
(Date)

425 Wayside Rd. W
(Address of ~~Property Owner~~ Previous Owner)

(612) 578.2289
(Telephone)

Hopkins, MN

Zip 55343

**** Note that the City may defer the payment of this special assessment for any homestead property owned by a person 65 years of age or older, or retired by virtue of a permanent and total disability, for whom it would be a hardship to make the payments. The procedures to apply for such deferment are available from the Assessment Clerk, 952-548-6310.**

You do not need to file an appeal to take advantage of this program.



RESOLUTION DECLARING A VACANCY ON THE HOPKINS CITY COUNCIL

Proposed Action.

Staff recommends that the Council approve the following motion: Approve Resolution 2018-077 Declaring a Vacancy on the Hopkins City Council.

This action will allow the City Council to move ahead with the appointment of a Council Member to replace the vacant seat left by Council Member Katy Campbell.

Overview:

City Council Member Katy Campbell was elected to a four-year starting January 2, 2018. Ms. Campbell has resigned from that position effective October 10, 2018. The City Charter requires the City Council shall by resolution declare a vacancy to exist and shall appoint an eligible person to fill the same.

Recruitment for a new Council Member will start immediately and close at the end of October. It is anticipated that interviews will occur in November with the appointment following on November 20. The appointed Council Member will be given the oath of office immediately after the appointment. Because there are more than two years remaining in the original term of office, a special election must be held to fill the remaining two years of the term. The special election will be held in conjunction with the regular municipal election on November 5, 2019. Whoever is elected to this two-year term will take office as soon as they receive a certificate of election which will be issued within 10 days of the election.

Supporting Information:

- Draft Resolution 2018-077
- Council Member Katy Campbell's Resignation Letter

A handwritten signature in black ink that reads "Ari Lenz". The signature is written in a cursive, flowing style.

Ari Lenz
Assistant City Manager

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2018-077

RESOLUTION DECLARING A VACANCY ON THE HOPKINS CITY COUNCIL

WHEREAS, Katy Campbell was elected to a four-year term as Council Member of the City of Hopkins on November 7, 2017; and

WHEREAS, Council Member Katy Campbell has resigned from that position effective October 10, 2018; and

WHEREAS, There are more than two years remaining in the term; and

WHEREAS, Section 2.05 of the Hopkins Charter provides that the City Council shall by resolution declare the City Council seat vacant.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Hopkins hereby declares a vacancy on the City Council.

Adopted by the City Council of the City of Hopkins this 2nd day of October, 2018.

By _____
Molly Cummings, Mayor

ATTEST:

Amy Domeier, City Clerk

October 2, 2018

Mayor Molly Cummings, Council, and Mike Mornson;

It is with a heavy heart that I hereby submit my resignation of my seat on the City Council of the City of Hopkins, effective October 10th, 2018. My husband and I have thoroughly enjoyed living in Hopkins, but over the last winter we found that our home no longer fits our needs. Although we looked for a new home in Hopkins, the house we fell in love with is in Plymouth.

I would like to sincerely thank the staff and council for their support, hard work, and dedication throughout my tenure on the council. Even when there were disagreements, it has been clear that everyone had the best interests of the city at heart, and we have been able to work through those issues productively and with respect.

I am confident that the remaining council and Mayor will chose a person to replace me who will embrace our city's mission and vision, and they will consider the needs of our full community, including residents, businesses and city staff. I look forward to watching the next few years as Hopkins continues to work toward solutions for more affordable housing, preparing for the extension of light rail, engaging our community thoughtfully and authentically, and making Main Street the most happening place around.

I plan to continue to be involved in this community, by shopping at our stores, eating at our restaurants, and gathering with the amazing friends we have made here. After ten years, I have lived in Hopkins longer than anywhere else in my life, and it is truly my home. While I look forward to the next chapter of my life, I know that no place can replicate the magic of Hopkins.

Most Sincerely,

Katy Campbell