

HOPKINS CITY COUNCIL

AGENDA

Tuesday, April 21, 2020

7:00 pm

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

I. CALL TO ORDER

II. ADOPT AGENDA

III. PRESENTATIONS

1. Alzheimer's Proclamation; Specken

IV. CONSENT AGENDA

1. Minutes of the March 16, 2020 City Council Regular Meeting Proceedings
2. Minutes of the March 16, 2020 City Council Work Session following Regular Meeting Proceedings
3. Ratify Checks issued in March 2020; Bishop
4. Use Agreement – The Hopkins Farmers Market; Elverum
5. Approve Assessment of Private Water Line Repairs; Bishop

V. PUBLIC HEARING

1. Adopt Assessment Roll – MPRB Parcels 2020-2021 Street and Utility Improvements, City Project 2019-10; Klingbeil
2. Minneapolis Park and Recreation Board Conditional Use Permit Amendment for Meadowbrook Golf Course; Lindahl
3. Public Hearing on Property Tax Abatement Related to Public Infrastructure Improvement; Bishop

VI. OLD BUSINESS

VII. NEW BUSINESS

1. Authorize Sale of \$8,585,000 General Obligation Bonds, Series 2020A; Bishop
2. Emergency Ordinance Authorizing Late Penalty Waivers for Utility Bills; Bishop
3. Emergency Ordinance Amending Chapter 4 of the Hopkins City Code Regarding Liquor License Fees; Domeier

VIII. OPEN AGENDA – PUBLIC COMMENTS/CONCERNS

Residents are asked to send their comments or concerns to the City Council at citycouncil@hopkinsmn.com or by calling 952-935-8474.

IX. ANNOUNCEMENTS

- Next Regular City Council Meeting: Tuesday, May 5 at 7:00 p.m.

X. ADJOURN

DUE TO THE COVID-19 HEALTH PANDEMIC, THE CITY COUNCIL'S REGULAR MEETING PLACE IS NOT AVAILABLE. PURSUANT TO MINN. STAT. § 13D.021, CITY COUNCIL MEMBERS WILL PARTICIPATE IN THE MEETING REMOTELY VIA GOTOMEETING. MEMBERS OF THE PUBLIC WHO DESIRE TO MONITOR THE MEETING REMOTELY OR GIVE INPUT OR TESTIMONY DURING THE MEETING CAN FIND INSTRUCTIONS AT www.hopkinsmn.com/virtualmeetings OR BY CALLING CITY HALL AT 952-548-6302 (DURING NORMAL BUSINESS HOURS 8 AM TO 4:30 PM.)



Fire Department

CITY OF HOPKINS

Memorandum

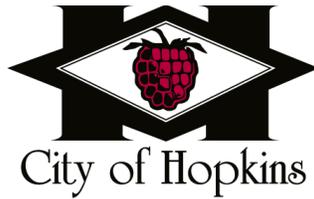
To: Honorable Mayor and Council Members
Mike Mornson, City Manager

From: Dale Specken, Fire Chief

Date: April 21, 2020

Subject: Proclamation Declaring May as Dementia Awareness Month

On behalf of Members of the Hopkins ACT on Alzheimer's Team, I will be in attendance to provide more information and receive the proclamation.



A Proclamation Declaring May as Dementia Awareness Month

WHEREAS, the Hopkins ACT on Alzheimer's Initiative is a volunteer-driven collaboration bring communities together to create supportive environments for everyone touched by Alzheimer's disease; and

WHEREAS, the Hopkins ACT on Alzheimer's Action Team includes members from: the Hopkins Library, City of Hopkins, Hopkins Fire and Police, Cassia Services and Communities, Chapel View Health Care Center, Emerald Crest of Minnetonka and Open Circle Adult Day Services, VOA Elder Homestead, Gethsemane Lutheran Church, Hopkins Elks, The Glenn, and several dedicated community members; and

WHEREAS, to help support and educate those living with dementia and their caregivers the Hopkins ACT on Alzheimer's Initiative is proudly sponsoring several dementia specific community events in May; and

NOW THEREFORE, I, Jason Gadd, Mayor of the City of Hopkins in the State of Minnesota, along with my fellow Council Members, let it be resolved that May, 2019 shall be designated as Dementia Awareness Month in the City of Hopkins.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Hopkins, Minnesota to be affixed this 21st day of April in the year 2020.

Jason Gadd, Mayor

**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
MARCH 16, 2020**

CALL TO ORDER

Pursuant to due call and notice thereof a regular meeting of the Hopkins City Council was held on Monday, March 16 at 7:00 p.m. in the Council Chambers at City Hall, 1010 1st Street South, Hopkins.

Mayor Gadd called the meeting to order with Council Member Beck, Brausen, Halverson and Hunke attending. Staff present included City Manager Mornson, City Clerk Domeier, City Attorney Riggs, Director of Public Work Stadler, City Engineer Stanley and Assistant City Engineer Klingbeil. The Pledge of Allegiance was said.

Mayor Gadd opened the meeting by addressing the COVID-19 outbreak. He also provided information on meeting etiquette to ensure the safety of those in attendance.

CONSENT AGENDA

Motion by Brausen. **Second** by Halverson.

Motion to Approve the Consent Agenda

1. Minutes of the March 4, 2020 City Council Regular Meeting Proceedings

Ayes: Beck, Brausen, Gadd, Halverson, Hunke

Nays: None. Motion carried.

PUBLIC HEARING

V.1. Adopt Assessment Roll – 2020-2021 Street and Utility Improvements, City Project 2019-10; Klingbeil

Assistant City Engineer Klingbeil summarized the information provided in Council Report 2020-017. Mr. Klingbeil requested that the City Council strike parcels 2011721340001 and 2911721210002 related to the Minneapolis Park Board Assessment. A separate assessment hearing will be held for the parcels.

Nick Amatuccio provided a brief presentation on the project. Council Member Halverson inquired about the most recent neighborhood meeting. Mr. Amatuccio provided a recap of the meeting. Mr. Klingbeil stated per statute residents have 30-days to appeal the assessment from tonight with the City Clerk or Mayor and file with the district court.

Mayor Gadd opened the Public Hearing. No residents provided comment.

Motion by Halverson. **Second** by Hunke.

Motion to close the Public Hearing.

Ayes: Beck, Brausen, Gadd, Halverson, Hunke

Nays: Beck. Motion carried.

The public hearing was closed.

Motion by Hunke. **Second** by Halverson.

Motion to Adopt Resolution 2020-011, Resolution Adopting Assessment Roll, 2020-2021 Street and Utility Improvements, City Project 2019-10 as amended.

Ayes: Brausen, Gadd, Halverson, Hunke
Nays: None. Abstain: Beck. Motion carried.

NEW BUSINESS

VII.1. Accept Bids and Award of Contract – 2020-2021 Street and Utility Improvements, City Project 2019-10

Assistant City Engineer Klingbeil summarized actions required for the item.

Motion by Halverson. **Second** by Hunke.

Motion to Adopt Resolution 2020-012 Accepting Bid, 2020-2021 Street and Utility Improvements, City Project 2019-010.

Discussion was held regarding the bid results.

Ayes: Beck, Brausen, Gadd, Halverson, Hunke
Nays: None. Motion carried.

Motion by Brausen. **Second** by Halverson

Motion to Adopt Resolution 2020-013 Awarding Contract, 2020-2021 Street and Utility Improvements, City Project 2019-010.

Council Member Beck had concerns with public comment and awarding contract of this size with the current pandemic. Council Member Brausen questioned the risk to the City to delay. Mr. Klingbeil stated waiting on the project would compromise the schedule and lead to a greater risk with financial implications.

Ayes: Brausen, Gadd, Halverson, Hunke
Nays: Beck. Motion carried.

VII.2. Resolution Enacted Pursuant to Minnesota Statutes Section 12.29 Extending the Period of Mayor-Declared Local Emergency

City Manager Mornson, Assistant Fire Chief Wenshau, Police Chief Johnson and Public Works Director Stadler provided an update on the City's COVID-19 planning and preparation.

**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
MARCH 16, 2020**

City Attorney Riggs provided guidance on the current COVID-19 outbreak impact to local government. He provided information about declaring a local emergency. Mayor Gadd declared the emergency at 7:45 p.m.

Motion by Beck. **Second** by Brausen.

Motion to adopt a Resolution Enacted Pursuant to Minnesota Statutes Section 12.29 Extending the Period of Mayor-Declared Local Emergency.

Ayes: Beck, Brausen, Gadd, Halverson, Hunke

Nays: None. Motion carried.

ANNOUNCEMENTS

The next City Council work session is scheduled for April 6 and their regular meeting is April 7, 2020. The meetings may be canceled or held by electronic means.

ADJOURNMENT

There being no further business to come before the City Council and upon a motion by, second by, the meeting was unanimously adjourned at 7:52 p.m.

Respectfully Submitted,
Amy Domeier, City Clerk

ATTEST:

Jason Gadd, Mayor

Amy Domeier, City Clerk

**HOPKINS CITY COUNCIL
WORK SESSION AFTER REGULAR MEETING PROCEEDINGS
MARCH 16, 2020**

CALL TO ORDER

Pursuant to due call and notice thereof a work session of the Hopkins City Council held on Monday, March 16, 2020 at 7:58 p.m. in the Council Chambers at 1010 1st Street South.

Mayor Gadd called the meeting to order with Council Members Beck, Brausen, Halverson and Hunke attending. Staff present included City Manager Mornson and City Clerk Domeier.

Administration

City Manager Mornson provided the following updates:

- The process and proposed direction for bonding for upcoming projects.
- The Beacon project moving forward and the resolution for funding. City Council supported the funding resolution as long as no risk to the City.
- The Meadowbrook Golf Course CUP process.
- The meeting with the Watershed District on Tuesday, March 24 at 1:30 p.m. is tentatively scheduled.
- The meeting with the developer group interested in the Blake Road Area at the Monday, April 6 work session is tentatively scheduled.
- Discussion was held regarding a recent open house meeting with the 2020-2021 Street Improvement Project residents.
- Discussion was held regarding pandemic planning efforts to date.

ADJOURNMENT

There being no further business to come before the City Council and upon a motion by Brausen, second by Hunke, the meeting was unanimously adjourned at 8:21 p.m.

Respectfully Submitted,
Amy Domeier, City Clerk

ATTEST:

Jason Gadd, Mayor

Amy Domeier, City Clerk

CITY OF HOPKINS

FINANCE DEPARTMENT

MEMORANDUM

Date: March 26, 2020
To: Honorable Mayor and Members of the City Council
From: Nicholas Bishop, Finance Director
Subject: Ratify Checks Issued in March 2020

The checks issued between February 28, 2020 and March 26, 2020 were number 118431 through 118840, for a total distribution of \$1,044,996.99.

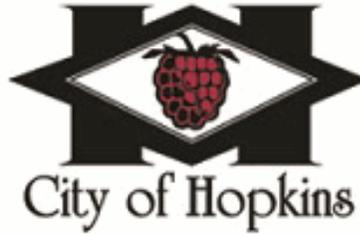
The checks issued, along with the purpose for those payments are attached for your review.

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: jthoennes
Printed: 3/26/2020 11:26 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	Void Checks	Check Amount
118431	28422	ADVANCED IMAGING SOLUTIONS	03/05/2020	0.00	4,046.86
118432	30756	GERALD ALDERMAN	03/05/2020	0.00	105.00
118433	30424	AMERICAN OFFICE INSTALLATIONS I	03/05/2020	0.00	4,653.00
118434	30757	JAY ANDERSON	03/05/2020	0.00	133.00
118435	30660	PATRICIA MAUREEN ANDERSON	03/05/2020	0.00	70.00
118436	28600	APPLE VALLEY FORD LINCOLN	03/05/2020	0.00	247.23
118437	01737	ASPEN MILLS	03/05/2020	0.00	38.00
118438	02047	BADGER METER INC	03/05/2020	0.00	780.00
118439	29817	GARY BINGER	03/05/2020	0.00	2,900.00
118440	27782	BOUND TREE MEDICAL LLC	03/05/2020	0.00	59.99
118441	03022	CARGILL INC	03/05/2020	0.00	8,405.38
118442	29416	CDW GOVERNMENT	03/05/2020	0.00	63.00
118443	29854	CENTURY COLLEGE	03/05/2020	0.00	2,100.00
118444	28430	CENTURY LINK	03/05/2020	0.00	82.06
118445	30127	CINTAS CORPORATION NO. 2	03/05/2020	0.00	69.07
118446	27422	CITY PAGES	03/05/2020	0.00	300.00
118447	30508	TROY CLAY	03/05/2020	0.00	1,400.00
118448	26951	COMCAST	03/05/2020	0.00	14.71
118449	26951	COMCAST	03/05/2020	0.00	69.95
118450	26951	COMCAST	03/05/2020	0.00	6.30
118451	26951	COMCAST	03/05/2020	0.00	146.85
118452	03640	CPT SERVICES, INC	03/05/2020	0.00	3,955.20
118453	27060	CROWN MARKING INC	03/05/2020	0.00	41.22
118454	03800	CULLIGAN - METRO	03/05/2020	0.00	122.40
118455	03800	CULLIGAN - METRO	03/05/2020	0.00	196.20
118456	03808	CUMMINS SALES AND SERVICE	03/05/2020	0.00	1,276.59
118457	04161	DEALER AUTOMOTIVE SERVICES INC	03/05/2020	0.00	85.74
118458	04165	DELEGARD TOOL CO	03/05/2020	0.00	7.58
118459	30755	THOMAS M DUFFY	03/05/2020	0.00	245.00
118460	28898	ECM PUBLISHERS INC	03/05/2020	0.00	344.15
118461	27569	EMERGENCY AUTOMOTIVE TECHNO	03/05/2020	0.00	13.22
118462	29610	EXPRESS SERVICES	03/05/2020	0.00	1,770.39
118463	30330	FAE LSE 6 LLC	03/05/2020	0.00	6,034.07
118464	30601	FAE LSE 8 LLC	03/05/2020	0.00	5,982.02
118465	28628	FLEETPRIDE INC	03/05/2020	0.00	194.32
118466	30766	FLOORS BY BECKERS LLC	03/05/2020	0.00	59,937.00
118467	29923	ELAINE GOEPFERT	03/05/2020	0.00	500.00
118468	07681	GRAINGER, INC	03/05/2020	0.00	104.55
118469	29377	GRAINGER, INC	03/05/2020	0.00	319.08
118470	30762	RUBY GRUIDL	03/05/2020	0.00	50.00
118471	30336	GS SYSTEMS INC AND AFFILIATES	03/05/2020	0.00	8,240.00
118472	08223	HENNEPIN CTY TREASURER	03/05/2020	0.00	255.00
118473	29818	HIAWATHA TREE SERVICE INC.	03/05/2020	0.00	1,620.00
118474	08571	HOPKINS BUSINESS & CIVIC ASSN	03/05/2020	0.00	275.00
118475	08576	HOPKINS F.D. RELIEF ASSOC	03/05/2020	0.00	780.00
118476	27494	HORIZON GRAPHICS	03/05/2020	0.00	764.21
118477	09085	ICMA - ROTH IRA - 706260	03/05/2020	0.00	1,214.23

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
118478	09578	INNOVATIVE OFFICE SOLUTIONS	03/05/2020	0.00	420.40
118479	30087	INTEGRITY EMPLOYEE BENEFITS, LL	03/05/2020	0.00	2,800.00
118480	30768	JAMES DUNCAN AND ASSOCIATES IN	03/05/2020	0.00	5,974.35
118481	10560	JOHN HENRY FOSTER MN	03/05/2020	0.00	149.68
118482	30639	JUXTAPOSITION ARTS	03/05/2020	0.00	5,000.00
118483	30761	MARY LYNN KLEIN	03/05/2020	0.00	168.00
118484	30758	NANCY KNAUER	03/05/2020	0.00	140.00
118485	30211	RUTH KOOB	03/05/2020	0.00	175.00
118486	28103	LIBERTY TIRE RECYCLING LLC	03/05/2020	0.00	87.85
118487	30145	ZACH LUNDBERG	03/05/2020	0.00	1,700.00
118488	13012	MACQUEEN EQUIPMENT INC	03/05/2020	0.00	191.61
118489	30764	GARY MCGLENNEN	03/05/2020	0.00	150.00
118490	28665	METRO ALARM & LOCK	03/05/2020	0.00	204.95
118491	30763	MIKE GREEN & ASSOCIATES INC	03/05/2020	0.00	2,000.00
118492	13354	MN BENEFIT ASSOCIATION	03/05/2020	0.00	37.18
118493	13383	MN FIRE SERVICE CERT BOARD	03/05/2020	0.00	410.00
118494	13412	MN TROPHIES	03/05/2020	0.00	71.00
118495	13800	MUNICI-PALS	03/05/2020	0.00	490.00
118496	30769	MATT NEUGER	03/05/2020	0.00	139.49
118497	30300	NORDIC SOLAR HOLDCO LLC	03/05/2020	0.00	1,530.02
118498	29317	OFFICE OF MN IT SERVICES	03/05/2020	0.00	229.35
118499	15521	ON SITE SANITATION	03/05/2020	0.00	264.00
118500	15521	ON SITE SANITATION	03/05/2020	0.00	68.00
118501	29362	OPG-3, INC	03/05/2020	0.00	12,562.00
118502	28374	PDMB	03/05/2020	0.00	1,398.00
118503	30444	MARINNE R PEDERSEN	03/05/2020	0.00	350.00
118504	30760	CHRISTINA M PERKINS	03/05/2020	0.00	140.00
118505	30759	MARGARET E POPLAWSKI	03/05/2020	0.00	154.00
118506	29911	POSTMASTER	03/05/2020	0.00	200.00
118507	16699	PROGUARD SPORTS INC	03/05/2020	0.00	481.00
118508	16687	PRO-TEC DESIGN INC	03/05/2020	0.00	10,621.24
118509	30199	PULSE ELECTRIC	03/05/2020	0.00	2,029.00
118510	17806	QWEST CORP	03/05/2020	0.00	159.97
118511	17806	QWEST CORP	03/05/2020	0.00	115.00
118512	17806	QWEST CORP	03/05/2020	0.00	62.50
118513	17806	QWEST CORP	03/05/2020	0.00	1,153.72
118514	17806	QWEST CORP	03/05/2020	0.00	88.93
118515	09084	ICMA RETIREMENT TRUST- 300824	03/05/2020	0.00	3,400.98
118516	30475	RIHM MOTOR COMPANY	03/05/2020	0.00	26.36
118517	30767	MYRON RUSSELL	03/05/2020	0.00	550.00
118518	19004	SAMARITAN TIRE COMPANY	03/05/2020	0.00	876.00
118519	28309	SCOTT COUNTY TREASURER	03/05/2020	0.00	150.00
118520	30015	SERVICE GRINDING & SHARPENING I	03/05/2020	0.00	59.50
118521	29143	SHRED IT USA	03/05/2020	0.00	56.43
118522	29449	PATRICIA CARMODY SMITH	03/05/2020	0.00	227.50
118523	19520	SNAP PRINT INC	03/05/2020	0.00	30.83
118524	30125	SOCORE ENERGY	03/05/2020	0.00	7,554.82
118525	29200	SPRINGBROOK SOFTWARE INC	03/05/2020	0.00	32,124.00
118526	19766	STAR TRIBUNE	03/05/2020	0.00	149.11
118527	30093	TRANSUNION RISK ALTERNATIVE DA	03/05/2020	0.00	192.30
118528	30401	EMERSON VANWIELE	03/05/2020	0.00	50.00
118529	30765	WALSER CHRYSLER JEEP	03/05/2020	0.00	2,257.44
118530	30565	WATCHGUARD INC	03/05/2020	0.00	17,325.00
118531	28624	MICHEAL J WHITE	03/05/2020	0.00	113.45
118532	25080	XCEL ENERGY	03/05/2020	0.00	5,680.94
118533	25080	XCEL ENERGY	03/05/2020	0.00	559.47
118534	25080	XCEL ENERGY	03/05/2020	0.00	945.25

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
118535	25080	XCEL ENERGY	03/05/2020	0.00	728.19
118536	25080	XCEL ENERGY	03/05/2020	0.00	267.93
Total for 3/5/2020:				0.00	245,259.31
118596	29270	A-1 OUTDOOR POWER INC	03/12/2020	0.00	230.47
118597	01328	AIRGAS USA	03/12/2020	0.00	61.70
118598	30254	AMERICAN TRAFFIC SAFETY MATER	03/12/2020	0.00	368.00
118599	28600	APPLE VALLEY FORD LINCOLN	03/12/2020	0.00	96.19
118600	28224	AUDIO VISIONS OF MN	03/12/2020	0.00	3,695.00
118601	02031	B & W SPECIALTY COFFEE CO	03/12/2020	0.00	717.65
118602	14571	BLUE TARP FINANCIAL INC	03/12/2020	0.00	61.98
118603	14571	BLUE TARP FINANCIAL INC	03/12/2020	0.00	127.48
118604	28242	BMI	03/12/2020	0.00	327.60
118605	02563	BOLTON & MENK, INC	03/12/2020	0.00	54,607.13
118606	27782	BOUND TREE MEDICAL LLC	03/12/2020	0.00	325.80
118607	27822	BRADS PRO AUDIO	03/12/2020	0.00	500.00
118608	27822	BRADS PRO AUDIO	03/12/2020	0.00	500.00
118609	03001	CES IMAGING	03/12/2020	0.00	1,485.00
118610	28981	CHESTNUT CAMBRONNE PA	03/12/2020	0.00	14,358.70
118611	30127	CINTAS CORPORATION NO. 2	03/12/2020	0.00	351.76
118612	30772	PATRICK CROWLEY	03/12/2020	0.00	150.00
118613	27060	CROWN MARKING INC	03/12/2020	0.00	28.45
118614	03800	CULLIGAN - METRO	03/12/2020	0.00	74.14
118615	03808	CUMMINS SALES AND SERVICE	03/12/2020	0.00	1,709.21
118616	29303	DIVERSIFIED COFFEE PRODUCTS	03/12/2020	0.00	330.96
118617	04600	DPC INDUSTRIES, INC	03/12/2020	0.00	1,766.24
118618	04690	DRISKILLS FOODS	03/12/2020	0.00	556.54
118619	04690	DRISKILLS FOODS	03/12/2020	0.00	87.07
118620	01523	EARL F. ANDERSEN, INC	03/12/2020	0.00	473.64
118621	29520	ECOLAB	03/12/2020	0.00	192.34
118622	30431	EHLERS INVESTMENT PARTNERS LLC	03/12/2020	0.00	2,385.36
118623	29006	ENTERPRISE FLEET MANAGEMENT	03/12/2020	0.00	2,880.52
118624	30778	EVSE LLC	03/12/2020	0.00	900.00
118625	29610	EXPRESS SERVICES	03/12/2020	0.00	714.16
118626	29610	EXPRESS SERVICES	03/12/2020	0.00	6,900.00
118627	29610	EXPRESS SERVICES	03/12/2020	0.00	5,900.00
118628	06567	FORCE AMERICA	03/12/2020	0.00	180.00
118629	07185	GENUINE PARTS	03/12/2020	0.00	374.09
118630	30389	GLEASON PRINTING INC	03/12/2020	0.00	325.46
118631	07564	GOPHER STATE ONE-CALL, INC	03/12/2020	0.00	109.35
118632	29377	GRAINGER, INC	03/12/2020	0.00	894.65
118633	28609	GRANICUS INC	03/12/2020	0.00	669.87
118634	29808	GUARDIAN TRACKING, LLC	03/12/2020	0.00	1,897.00
118635	07803	GUSTAVE A. LARSON COMPANY	03/12/2020	0.00	84.00
118636	08000	H & L MESABI	03/12/2020	0.00	3,460.68
118637	08004	HANCE HARDWARE, INC	03/12/2020	0.00	485.79
118638	30773	SAMANTHA HAUSER-JOHNSON	03/12/2020	0.00	500.00
118639	08166	HENNEPIN CTY TREASURER	03/12/2020	0.00	2,686.90
118640	08166	HENNEPIN CTY TREASURER	03/12/2020	0.00	1,703.55
118641	08166	HENNEPIN CTY TREASURER	03/12/2020	0.00	229.90
118642	08186	HENNEPIN CTY TREASURER	03/12/2020	0.00	87.00
118643	08186	HENNEPIN CTY TREASURER	03/12/2020	0.00	87.00
118644	08186	HENNEPIN CTY TREASURER	03/12/2020	0.00	87.00
118645	27248	HENNEPIN CTY TREASURER	03/12/2020	0.00	862.50
118646	29818	HIAWATHA TREE SERVICE INC.	03/12/2020	0.00	1,080.00
118647	30775	HIGH GOALS LLC	03/12/2020	0.00	250.00

Check No	Vendor No	Vendor Name	Check Date		Void Checks	Check Amount
118648	30771	HILLBILLY TOURING LLC	03/12/2020		0.00	8,750.00
118649	08336	HIRSHFIELDS	03/12/2020		0.00	125.03
118650	30774	MARK HUCKA	03/12/2020		0.00	149.25
118651	30269	JANELLE JASPERS JONES	03/12/2020		0.00	280.00
118652	30320	KIESLERS POLICE SUPPLY INC	03/12/2020		0.00	2,325.00
118653	11327	KILLMER ELECTRIC CO INC	03/12/2020		0.00	850.74
118654	03369	LEAGUE OF MN CITIES	03/12/2020		0.00	129.00
118655	03369	LEAGUE OF MN CITIES	03/12/2020		0.00	109.00
118656	12160	LEAGUE OF MN CITIES	03/12/2020		0.00	709.21
118657	12160	LEAGUE OF MN CITIES	03/12/2020		0.00	63,844.00
118658	30145	ZACH LUNDBERG	03/12/2020		0.00	1,375.00
118659	13047	MARCO	03/12/2020	VOID	12,226.25	0.00
118660	29993	MAVO SYSTEMS	03/12/2020		0.00	3,575.10
118661	28154	MCCLURE AUTOMOTIVE INC	03/12/2020		0.00	1,914.99
118662	13160	MEDICINE LAKE TOURS	03/12/2020		0.00	1,738.00
118663	13167	MENARDS - EDEN PRAIRIE	03/12/2020		0.00	154.90
118664	13179	METROPOLITAN COUNCIL	03/12/2020		0.00	19,681.20
118665	13179	METROPOLITAN COUNCIL	03/12/2020		0.00	127,519.29
118666	13275	MICRO CENTER	03/12/2020		0.00	403.96
118667	30363	MINNEAPOLIS OXYGEN COMPANY	03/12/2020		0.00	19.14
118668	27576	MN POLLUTION CONTROL AGENCY	03/12/2020		0.00	345.00
118669	13399	MN SAFETY COUNCIL, INC	03/12/2020		0.00	475.00
118670	27880	MORECOM INC	03/12/2020		0.00	273.63
118671	26974	O'REILLY AUTO PARTS	03/12/2020		0.00	67.06
118672	30334	OUIVERSON SEWER & WATER INC	03/12/2020		0.00	1,190.00
118673	16166	PETTY CASH	03/12/2020		0.00	300.00
118674	30460	PLYMOUTH RIDGE INC	03/12/2020		0.00	4,104.00
118675	16687	PRO-TEC DESIGN INC	03/12/2020		0.00	422.25
118676	30199	PULSE ELECTRIC	03/12/2020		0.00	10,051.00
118677	28762	QUALITY BICYCLE PRODUCTS INC	03/12/2020		0.00	603.35
118678	17806	QWEST CORP	03/12/2020		0.00	2,607.40
118679	30475	RIHM MOTOR COMPANY	03/12/2020		0.00	120.33
118680	30777	JAMES RUNDQUIST	03/12/2020		0.00	150.00
118681	28206	SAFARILAND LLC	03/12/2020		0.00	137.59
118682	19117	SCHERER BROS. LUMBER CO.	03/12/2020		0.00	14.99
118683	28309	SCOTT COUNTY TREASURER	03/12/2020		0.00	300.00
118684	19296	SHAKOPEE GRAVEL INC	03/12/2020		0.00	373.10
118685	19520	SNAP PRINT INC	03/12/2020		0.00	87.71
118686	30779	SNIPERCRAFT INC	03/12/2020		0.00	152.00
118687	30776	SONG GUIDE LLC	03/12/2020		0.00	2,000.00
118688	30495	SPEEDWAY LLC	03/12/2020		0.00	25.00
118689	19766	STAR TRIBUNE	03/12/2020		0.00	119.60
118690	19777	STREICHERS	03/12/2020		0.00	654.83
118691	19824	SUNSHINE CAR WASH	03/12/2020		0.00	212.44
118692	20560	TOLL GAS & WELDING SUPPLY	03/12/2020		0.00	10.61
118693	29708	TOXALERT INTERNATIONAL INC.	03/12/2020		0.00	374.00
118694	20887	TWIN CITY WATER CLINIC	03/12/2020		0.00	272.00
118695	29898	UTILITY LOGIC LLC	03/12/2020		0.00	495.83
118696	30189	VAN PAPER SUPPLY COMPANY	03/12/2020		0.00	141.54
118697	30770	VOIGT SMITH INNOVATION LLC	03/12/2020		0.00	875.00
118698	22563	VOSS LIGHTING	03/12/2020		0.00	586.19
118699	23003	WASTE MANAGEMENT OF WI-MN	03/12/2020		0.00	19,136.00
118700	28624	MICHEAL J WHITE	03/12/2020		0.00	388.00
118701	23720	WSB & ASSOCIATES INC	03/12/2020		0.00	17,944.50
118702	25080	XCEL ENERGY	03/12/2020		0.00	5,722.20
118703	25080	XCEL ENERGY	03/12/2020		0.00	1,506.51
118704	25080	XCEL ENERGY	03/12/2020		0.00	1,648.90

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
118705	25080	XCEL ENERGY	03/12/2020	0.00	370.15
118706	25080	XCEL ENERGY	03/12/2020	0.00	297.79
118707	25080	XCEL ENERGY	03/12/2020	0.00	58.27
118708	25080	XCEL ENERGY	03/12/2020	0.00	1,128.37
118709	26160	ZEE MEDICAL SERVICE	03/12/2020	0.00	153.70
118710	13047	MARCO	03/12/2020	0.00	12,226.36
Total for 3/12/2020:				12,226.25	440,692.84
118712	19162	2ND WIND EXERCISE	03/19/2020	0.00	67.50
118713	01045	ABM EQUIPMENT & SUPPLY LLC	03/19/2020	0.00	73.83
118714	28427	ADVANCED IMAGING SOLUTIONS	03/19/2020	0.00	35.34
118715	30728	AMERICAN FEDERATION OF STATE, C	03/19/2020	0.00	799.04
118716	01543	ANCOM COMMUNICATIONS INC	03/19/2020	0.00	561.75
118717	30660	PATRICIA MAUREEN ANDERSON	03/19/2020	0.00	70.00
118718	28600	APPLE VALLEY FORD LINCOLN	03/19/2020	0.00	445.68
118719	29669	AVESIS	03/19/2020	0.00	291.31
118720	30230	BARNA, GUZY & STEFFEN, LTD.	03/19/2020	0.00	483.30
118721	30481	BATTERIES PLUS BULBS #018	03/19/2020	0.00	17.95
118722	30127	CINTAS CORPORATION NO. 2	03/19/2020	0.00	69.07
118723	26951	COMCAST	03/19/2020	0.00	135.97
118724	29717	RORY DEMESY	03/19/2020	0.00	7,710.35
118725	28898	ECM PUBLISHERS INC	03/19/2020	0.00	59.50
118726	05282	EHLERS AND ASSOCIATES, INC	03/19/2020	0.00	1,125.00
118727	05484	EMBROIDERY SHOP	03/19/2020	0.00	190.75
118728	27569	EMERGENCY AUTOMOTIVE TECHNO	03/19/2020	0.00	11.20
118729	06008	FASTENAL CO	03/19/2020	0.00	181.19
118730	01705	FOUNDATION BUILDING MATERIALS	03/19/2020	0.00	152.00
118731	30789	KERRY GLIDDEN	03/19/2020	0.00	258.07
118732	08000	H & L MESABI	03/19/2020	0.00	510.70
118733	30786	HEALTH PARTNERS	03/19/2020	0.00	75.00
118734	30198	HENNEPIN COUNTY CHIEFS OF POLIC	03/19/2020	0.00	815.00
118735	29748	HENNEPIN COUNTY PUBLIC WORKS -	03/19/2020	0.00	9,823.67
118736	08223	HENNEPIN CTY TREASURER	03/19/2020	0.00	8,682.49
118737	30782	RACHEL ANN HOLDGRAFER	03/19/2020	0.00	105.00
118738	08625	HOPKINS POLICE ASSOCIATION	03/19/2020	0.00	1,260.00
118739	09801	I.U.O.E. CENTRAL PENSION FUND	03/19/2020	0.00	1,840.00
118740	09085	ICMA - ROTH IRA - 706260	03/19/2020	0.00	1,214.23
118741	29345	IMPACT MAILING OF MN	03/19/2020	0.00	2,988.34
118742	09002	I-STATE TRUCK CENTER	03/19/2020	0.00	1,205.05
118743	30269	JANELLE JASPERS JONES	03/19/2020	0.00	160.00
118744	29249	JR'S ADVANCED RECYCLERS	03/19/2020	0.00	30.00
118745	29366	KAY PARK & RECREATION	03/19/2020	0.00	5,690.00
118746	30783	MARY KEMPER	03/19/2020	0.00	500.00
118747	11161	KENNEDY & GRAVEN, CHARTERED	03/19/2020	0.00	6,505.38
118748	11583	KONE INC	03/19/2020	0.00	218.04
118749	12012	LAW ENFORCEMENT LABOR SERVICE	03/19/2020	0.00	496.00
118750	30787	MARNIE LEACH	03/19/2020	0.00	100.00
118751	12160	LEAGUE OF MN CITIES	03/19/2020	0.00	136,586.00
118752	30392	CIGNA LIFE INS COMP OF AMERICA -	03/19/2020	0.00	207.42
118753	30391	CIGNA LIFE INS COMP OF AMERICA -	03/19/2020	0.00	2,751.86
118754	30390	CIGNA LIFE INS COMP OF AMERICA -	03/19/2020	0.00	2,739.84
118755	30023	CIGNA LIFE INS COMP OF N AMERICA	03/19/2020	0.00	672.42
118756	30145	ZACH LUNDBERG	03/19/2020	0.00	700.00
118757	13012	MACQUEEN EQUIPMENT INC	03/19/2020	0.00	1,430.21
118758	13172	METRO ELEVATOR, INC	03/19/2020	0.00	637.00
118759	13362	MN CHIEFS OF POLICE ASSOC	03/19/2020	0.00	485.00

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
118760	13377	MN DEPT OF NATURAL RESOURCES C	03/19/2020	0.00	20.00
118761	27519	MN DEPT OF TRANSPORTATION	03/19/2020	0.00	162.52
118762	30785	MY HEALTH FOR TEENS AND YOUNG	03/19/2020	0.00	75.00
118763	29317	OFFICE OF MN IT SERVICES	03/19/2020	0.00	8.34
118764	26974	O'REILLY AUTO PARTS	03/19/2020	0.00	60.81
118765	15880	OWENS SERVICE CORP- CHEMTEX	03/19/2020	0.00	2,280.00
118766	30429	PAULS BOBBY AND STEVES AUTO WC	03/19/2020	0.00	170.34
118767	30460	PLYMOUTH RIDGE INC	03/19/2020	0.00	1,622.00
118768	30784	PROVICTA LLC	03/19/2020	0.00	600.00
118769	30199	PULSE ELECTRIC	03/19/2020	0.00	47,091.00
118770	17806	QWEST CORP	03/19/2020	0.00	151.88
118771	08568	RESOURCE WEST	03/19/2020	0.00	59.65
118772	09084	ICMA RETIREMENT TRUST- 300824	03/19/2020	0.00	3,404.44
118773	28533	RODNEY J RODMAN	03/19/2020	0.00	1,000.00
118774	28588	NANCY SHIELDS	03/19/2020	0.00	60.00
118775	19766	STAR TRIBUNE	03/19/2020	0.00	49.27
118776	30780	JOHN STECH	03/19/2020	0.00	119.25
118777	20120	TDS METROCOM - MN	03/19/2020	0.00	340.62
118778	30788	TRINA THAYER	03/19/2020	0.00	161.29
118779	20892	TWIN CITY HARDWARE INC	03/19/2020	0.00	31.29
118780	21523	UNION LOCAL 49	03/19/2020	0.00	805.00
118781	21529	UNITED WAY	03/19/2020	0.00	47.70
118782	29473	VERIZON WIRELESS	03/19/2020	0.00	345.44
118783	29489	VERIZON WIRELESS	03/19/2020	0.00	35.01
118784	22563	VOSS LIGHTING	03/19/2020	0.00	5,114.73
118785	30565	WATCHGUARD INC	03/19/2020	0.00	4,305.60
118786	13082	WM H MCCOY PETROLEUM FUELS	03/19/2020	0.00	109.71
118787	25080	XCEL ENERGY	03/19/2020	0.00	9,024.53
118788	30781	BETHANY YOUNG-WALTERS	03/19/2020	0.00	489.44
118789	26320	ZIEGLER, INC	03/19/2020	0.00	984.09
Total for 3/19/2020:				0.00	279,896.40
118790	01328	AIRGAS USA	03/26/2020	0.00	420.48
118791	02162	BECKER ARENA PRODUCTS, INC	03/26/2020	0.00	3,335.00
118792	30796	BOBBY & STEVES AUTO WORLD EDE	03/26/2020	0.00	170.34
118793	27782	BOUND TREE MEDICAL LLC	03/26/2020	0.00	450.66
118794	30794	KATHLEEN CANEL	03/26/2020	0.00	100.00
118795	29416	CDW GOVERNMENT	03/26/2020	0.00	6,277.51
118796	28430	CENTURY LINK	03/26/2020	0.00	40.96
118797	26951	COMCAST	03/26/2020	0.00	149.74
118798	30560	COMPUTER INTEGRATION TECHNOLI	03/26/2020	0.00	527.50
118799	28123	CRITERS UNLIMITED INC	03/26/2020	0.00	180.00
118800	29731	DATA CENTER SYSTEMS INC.	03/26/2020	0.00	88.00
118801	30798	DELMIC ENTERPRISE LLC	03/26/2020	0.00	949.04
118802	05481	EMERGENCY APPARATUS MAINT INC	03/26/2020	0.00	4,499.36
118803	29398	ENTERPRISE FLEET MANAGEMENT	03/26/2020	0.00	2,564.08
118804	29923	ELAINE GOEPFERT	03/26/2020	0.00	455.00
118805	07681	GRAINGER, INC	03/26/2020	0.00	20.88
118806	30793	JOAN HALDERSON	03/26/2020	0.00	100.00
118807	30792	LYNNETTE HANZAL	03/26/2020	0.00	73.00
118808	08179	HENNEPIN CTY TREASURER	03/26/2020	0.00	2,792.60
118809	27248	HENNEPIN CTY TREASURER	03/26/2020	0.00	646.25
118810	27454	HENNEPIN CTY TREASURER	03/26/2020	0.00	7,500.00
118811	30362	HENRICKSEN & COMPANY INC	03/26/2020	0.00	8,835.32
118812	30795	BETTE HIETALA	03/26/2020	0.00	585.00
118813	30797	SANDRA HUNNER	03/26/2020	0.00	421.09

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
118814	10172	JEFFERSON FIRE & SAFETY	03/26/2020	0.00	399.90
118815	13012	MACQUEEN EQUIPMENT INC	03/26/2020	0.00	2,626.42
118816	13275	MICRO CENTER	03/26/2020	0.00	7,943.47
118817	13760	MTI DISTRIBUTING INC	03/26/2020	0.00	51.12
118818	30346	MUSKA ELECTRIC CO	03/26/2020	0.00	7,283.44
118819	30791	IRENE NICHOLS	03/26/2020	0.00	585.00
118820	26974	O'REILLY AUTO PARTS	03/26/2020	0.00	89.13
118821	29468	PARALLEL TECHNOLOGIES	03/26/2020	0.00	750.00
118822	17806	QWEST CORP	03/26/2020	0.00	1,153.73
118823	17806	QWEST CORP	03/26/2020	0.00	165.97
118824	17806	QWEST CORP	03/26/2020	0.00	93.18
118825	17806	QWEST CORP	03/26/2020	0.00	115.00
118826	17806	QWEST CORP	03/26/2020	0.00	84.94
118827	19004	SAMARITAN TIRE COMPANY	03/26/2020	0.00	342.00
118828	30015	SERVICE GRINDING & SHARPENING I	03/26/2020	0.00	59.50
118829	29143	SHRED IT USA	03/26/2020	0.00	56.18
118830	19602	SPS COMPANIES INC	03/26/2020	0.00	295.91
118831	29747	SUMMIT PROTECTION	03/26/2020	0.00	345.00
118832	30152	SUPERIOR TECHNOLOGY GROUP	03/26/2020	0.00	2,700.00
118833	30790	THERESA SYDNESS	03/26/2020	0.00	150.00
118834	20687	TRI-STATE BOBCAT INC	03/26/2020	0.00	239.44
118835	03440	ULTIMATE SAFETY CONCEPTS INC	03/26/2020	0.00	3,417.58
118836	29458	VERIZON WIRELESS	03/26/2020	0.00	2,758.04
118837	29490	VERIZON WIRELESS	03/26/2020	0.00	660.90
118838	22563	VOSS LIGHTING	03/26/2020	0.00	797.78
118839	13082	WM H MCCOY PETROLEUM FUELS	03/26/2020	0.00	25.50
118840	23720	WSB & ASSOCIATES INC	03/26/2020	0.00	4,777.50
Total for 3/26/2020:				0.00	79,148.44
Report Total (350 checks):				12,226.25	1,044,996.99

USE AGREEMENT – THE HOPKINS FARMERS MARKET

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Use Agreement between the City of Hopkins and the Hopkins Farmers Market.

With this motion, the Hopkins Farmers Market will open for the 2020 season on June 20, 2020.

Overview

The Hopkins Farmers Market is entering its 34th season in Downtown Hopkins. Details regarding operation of the Farmers Market are detailed in the Use Agreement. It will once again be located in the southern portion of Lot #300. The northern portion of the lot will remain open for parking.

The Farmers Market will operate Saturday mornings, 7:30 am to noon, June 20th through October 31st, except during the Raspberry Festival when the market will operate on the Artery subject to approval of a separate Special Events permit.

One change to the agreement this year is the ability of the Farmer’s Market to park their trailer in Lot #300 during the term of the market, with the condition it will be moved during the Raspberry Festival week. They have requested this for the sake of logistics. Staff has reserved the right, through the Use Agreement, to require the trailer moved if it is determined that it is not in the best interest of the City but otherwise gives them permission.

Primary Issues to Consider

The Hopkins Farmers Market is well-established and has a long history with the City of Hopkins. The Market brings many visitors to Hopkins, provides for fresh produce and helps to strengthen the social community in Hopkins. Because of these community benefits, staff is supportive of the use of Lot #300.

Attachments

- Farmer’s Market Use Agreement

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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USE AGREEMENT

THIS **USE AGREEMENT** (“Agreement”) is made the 21st day of April, 2020, (the “Effective Date”) by and between the **CITY OF HOPKINS**, a Municipal Corporation (“City”), located at 1010 First Street South, Hopkins, Minnesota 55343, and **THE HOPKINS FARMERS MARKET**, a non-profit association (“Growers”) located in c/o Gwen Smith, 10091 Pilgrim Way, Maple Grove, MN 55369.

WHEREAS, Growers is an association of individuals who produce fruits, vegetables, and other grown products and hand-crafted items, which are sold to the general public at open-air markets;

WHEREAS, both parties desire that Growers operate a Farmers Market in the City, in order to provide an opportunity to sell Growers’ products and afford the City and its residents opportunities for civic engagement and commerce.

NOW, THEREFORE, in consideration of the mutual benefits received by both parties, it is agreed:

1. The City will grant Growers exclusive use of the south portion of Public Parking Lot # 300, as shown on the attached **Exhibit A** in dashed lines.

(“Use Area”) to operate a Saturday Farmers Market (“Farmers Market”) (i.e., erect stands and sell products to the general public), as permitted herein.

2. The Farmers Market shall be subject to the following:

- a. For each Saturday operation of the Farmers Market, the City will provide blockades for Growers for the purpose of demarcating the Use Area. Growers shall place them where needed and remove and stack them neatly at the end of each sale day for the City to pick up.

- b. Growers shall be authorized to arrange for and direct the locations of no more than two Food Trucks to operate at any one time within the Use Area while the market is open to the public as set forth in this Agreement. Per City Policy 5-J Mobile Food Units, Section 8.03, event organizers are required to provide the City with a list of all mobile food unit vendors that will be at any event(s).
 - c. The Growers shall ensure any and all Food Trucks operating at the market to meet all state licensing and other requirements and regulations that are applicable to them.
3. The right to utilize the Use Area for the Farmers Market shall commence on June 20, 2020, and shall terminate on October 31, 2020; in addition, Growers shall have the right to utilize the Use Area pursuant to Paragraph 5 (“Term”).
4. The operation of a Farmers Market in the Use Area is also subject to the following conditions:
 - a. The operation of a Farmers Market is limited to Saturdays between the hours of 7:30 a.m. and noon, with the exception of July 18, on which date the City does not permit operation of a Farmers Market at the Public Parking Lot #300 location. On July 18 the Farmers Market may operate on 8^h Avenue between 1st Street South and Mainstreet (the Artery), subject to approval of a separate Special Events permit.
 - b. The Growers shall furnish appropriate refuse containers, as required by the City, and remove refuse and other waste material after each Farmers Market.
 - c. The Growers shall provide a market manager to represent Growers on the site during each Farmers Market. Said manager or someone designated by him

shall be responsible for all advertising, administrative activities, promotions, and communications with the City and the general public concerning sale activities.

d. Growers shall be responsible to ensure that its operation of a Farmers Market is in compliance with, at all times, local, state and federal rules and regulations.

5. In addition to the term for the operations of a Farmers Market described above, the City grants Growers the additional right to distribute pre-ordered turkeys at the Use Area on Tuesday, November 24, 2020, from 2 p.m. to 6 p.m., subject to all terms and conditions described herein.
6. The City of Hopkins will allow the market trailer (license # MN ABSJ268) to be parked in the lot during market season (Mid-June thru October) using one parking space, location to be approved by City Staff. The trailer will be moved out of Lot #300 during the week of the Raspberry Festival. The Growers agree to move the trailer at any other time the City requests it to be moved. The City assumes no responsibility for the trailer.
7. Growers may not sub-lease or otherwise assign this Agreement. This Agreement shall not be deemed an approval for any other permits or approvals required by the City and/or any other governmental entity for the operation of the Farmers Market.
8. Growers shall indemnify, defend, and hold the City, and its respective officers, employees, and agents, harmless from and against any and all losses, claims, actions, and expenses that may arise from or out of the activities conducted or carried on by Growers directly or indirectly in any respect whatsoever related to the Growers operation of a Farmers Market within the Use Area.

9. Growers shall provide the City with a Certificate of Liability Insurance, effective at a minimum, from during the Term, with a minimum coverage of the City's statutory tort liability, which is currently \$1,500,000.00, and making the City an additional insured. The sufficiency of the Certificate of Liability Insurance is subject to review and approval by City Staff. The above-mentioned Certificate of Liability Insurance must be submitted to the City, on a form approved by the City, prior to the commencement of the operation of a Farmers Market within the Use Area.
10. The City may terminate this Agreement at any time with or without cause by giving 30 days written notice to the Growers at the address indicated above. Sections 7 and 8 of this Agreement shall survive termination.
11. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota.
12. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
13. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.
14. Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by U.S. Mail or hand-delivered to the respective address of each party as set forth in the beginning of this Agreement.
15. The parties acknowledge that this Agreement is an agreement to operate a Farmers Market in the Use Area described herein and does not confer any estate or interest to Growers nor

does it create a partnership or joint venture between the City and Growers. All costs of doing business, including but not limited to supplies and equipment, will be the sole responsibility of Growers at its sole expense.

IN WITNESS WHEREOF, the parties have signed this Agreement on the _____ day of April, 2020.

THE HOPKINS GROWERS' ASSOCIATION

CITY OF HOPKINS

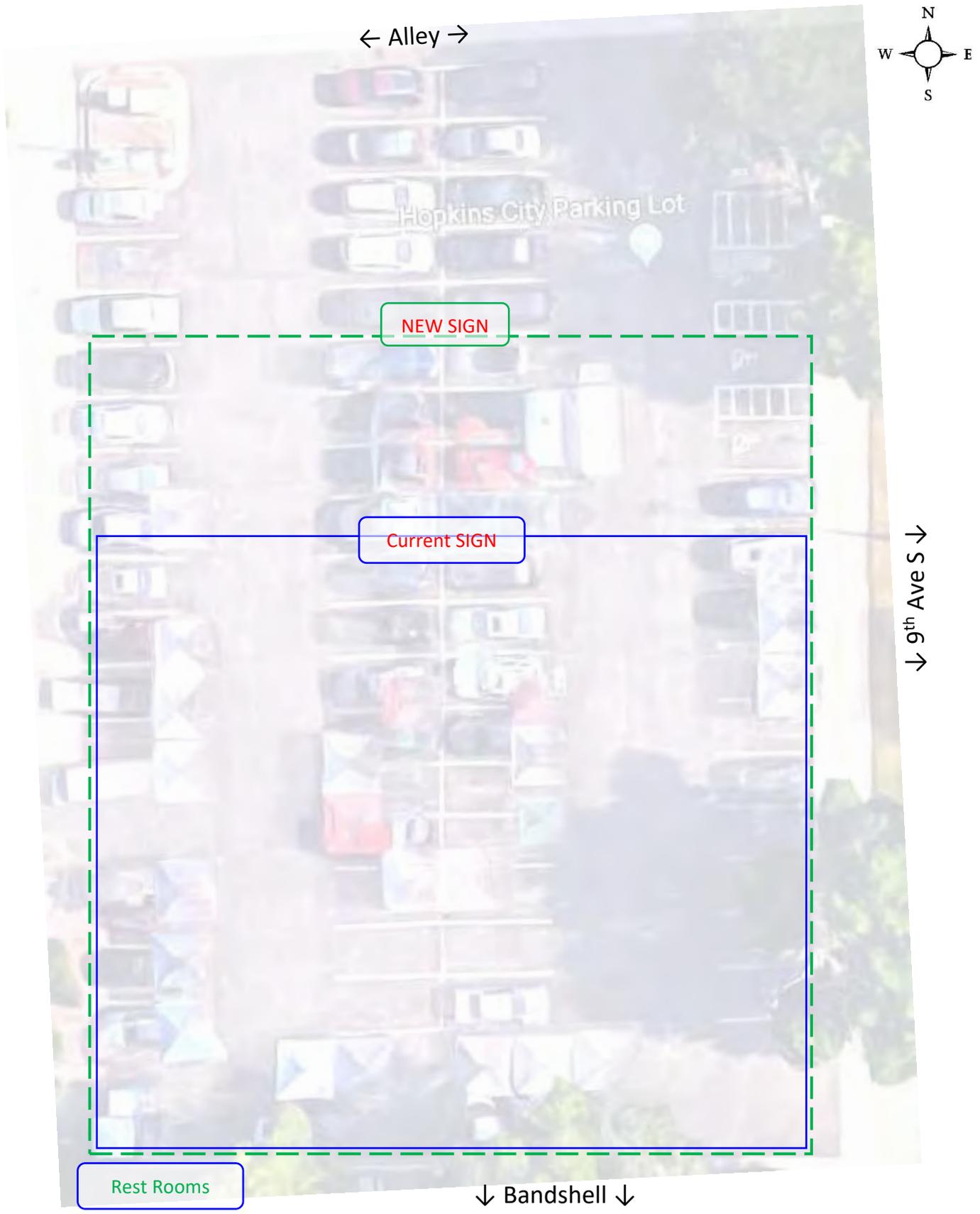
By: _____
Gwen Smith, President
10091 Pilgrim Way
Maple Grove, MN 55369

By: _____
Jason Gadd, Mayor

By: _____
Michael J. Mornson, City Manager

Exhibit A

Hopkins Farmers Market Lot located at 16 9th Ave. S. "Lot 300, Downtown Lot"



**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2020-015

**Approving Special Assessment for
Waterline Repairs on Private Property**

WHEREAS, On March 25, 2020 the owners of property at 25 12th Ave N, Hopkins, MN and identified as 24-117-22-31-0050 signed an agreement petitioning for repairs to be done to their private waterline; and

WHEREAS, the owner has insufficient funds to repair the waterline; and

WHEREAS, the City as a program whereby the owner has the ability to petition the City to do the repairs and have the cost assessed to their taxes; and

WHEREAS, as part of the agreement the owner waives their right to object to the assessment,

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Hopkins hereby orders the assessment of \$7,500 to be placed on the taxes of the property listed above for a 10 year period with an interest rate of 4%.

Adopted by the City Council of the City of Hopkins this 21st day of April, 2020.

By: _____
Jason Gadd, Mayor

ATTEST:

Amy Domeier, City Clerk

HOPKINS

MINNESOTA

Dear Homeowner:

The City of Hopkins is sorry to hear that you have to repair or replace your water and/or sewer service connection to your home. In order to assist you better, a program has been developed where you may long-term finance the cost of the work through the City via a special assessment against your property.

How does the program work?

- 1) The homeowner obtains quotes from appropriately licensed, insured and bonded contractors to perform the work.
- 2) The homeowner selects a contractor that represents the lowest responsible quote and presents the dollar amount and contractor information to the Utilities Division office.
 - The homeowner informs the contractor that they are requesting funding by the City's Special Assessment Program.
- 3) The Utilities Division will prepare a Special Assessment Agreement (sample attached) and the homeowner will sign and notarize the Special Assessment Agreement. The final Special Assessment Agreement amount may be adjusted if the actual work costs exceed the quoted costs. Justification of the adjustment must be reviewed by the Superintendent of Utilities.
- 4) Upon completion of repair/replacement, the Inspection Department will inspect the work completed and perform a final inspection report.
- 5) The homeowner will present a copy of the final inspection report and a lien waiver (or sworn construction statement) from the contractor to the City for processing of the Special Assessment Agreement.
- 6) The Utilities Division submits the Special Assessment Agreement to the City Council for final approval.
 - After Council approval, the City pays the contractor the final cost of the work and levy's the cost of the work against your property over a period of 10 years (a special assessment).
- 7) You pay back the City, with interest, when you pay your property taxes. You may pay the total amount assessed at any time during the assessment period.

What term and interest rate does the City require?

The expense is spread over 10 years. The interest rate assessed for work complete with a simple interest rate of 4.00%.

For further questions, please feel free to contact:

Sean Moilanen, Superintendent of Utilities	952-548-6353
Nate Stanley, City Engineer	952-548-6356
Melanie Ortiz, Assessing Admin	952-548-6310

CITY OF HOPKINS

AGREEMENT CONCERNING SPECIAL ASSESSMENT FOR WATER OR SEWER REPAIRS OR REPLACEMENT

AGREEMENT made as of March 25, 2020 between the City of Hopkins, a Minnesota municipal corporation ("City") and Susan H. Undis & Stephen J. Undis ("Property Owners"), concerning special assessments for sewer repairs or replacement on property located at 25 12th Ave N, Hopkins, Minnesota.

The City and the Property Owners agree as follows:

1. **Property Owners.** The Property Owners, Susan H. Undis & Stephen J. Undis, are empowered to execute the waivers and consent contained in this Agreement.
2. **Subject Property.** The Property Owners are the fee owners of the property located within Hennepin County, Minnesota and legally described as:

PID: 24-117-22-31-0050

3. **Purpose of Agreement.** Pursuant to Minnesota Statutes, Chapter 429 the Property Owners petitioned the City on March 25, 2020 to specifically assess the cost for the water and/or sewer service line repair. The petition is incorporated into this agreement by reference.
4. **The Improvement Project.** The water or sewer service line repair is in conformance with the plans and specifications as approved by the Hopkins Public Works and Inspections Departments.
5. **Responsibility.** The Property Owners shall assume all responsibility for water or sewer service line, including all obligations under the construction contract for such work. The Property Owners shall obtain lien waivers from all contractors or subcontractors involved with the Construction Contract.
6. **Amount to be Assessed.** The total cost of the project, based on the lowest responsible proposal, is \$7,500, will be assessed against the Benefited Property. The assessed amount may be modified to reflect final total cost.
7. **Waiver.** In connection with this improvement, the undersigned agree to waive and do waive any and all rights to a public hearing and rights to any notice, whether provided by Minnesota Statutes, Chapter 429, or by any other statute or by ordinance, City Charter, the constitution, or common law. The Property Owners further waives any and all substantive and procedural objections to the improvement and special assessment and stipulates that the benefit to the property exceeds the amount of the special assessment.
8. **Waiver of Right of Appeal.** Each party to this agreement agrees to waive and does waive any and all rights to an appeal from the special assessment set forth above, whether as provided by Minnesota Statutes, Chapter 429, or by any other statute or by ordinance, City Charter, the constitution, or common law. The special assessment is deemed adopted on the date the city signs this agreement.

9. **Implementation.** Each party to this agreement agrees to execute any other documents upon request of the City necessary to implement the waivers of notice, hearing or right of appeal for the special assessment for the improvement project.
10. **Payment.** The Property Owners agrees to pay the City for the cost of the above improvements in accordance with the following terms:
 - a. The assessment shall be paid in equal installments over 10 years (maximum is 10 years) at 4.00% and in accordance with all provisions of the city policy for special assessments for service line repairs.
 - b. The first payment shall be payable with the 2021 real estate taxes.
11. **Indemnification.** The Property Owners shall indemnify and hold harmless the City and Its officers, agents, and employees from and against all claims, damages, and losses, or expenses, including attorney fees, which may be suffered or for which they may be held liable, rising out or resulting from the assertion against them of any claims, debts, or obligations in consequence of the performance of this agreement by the City, its employees, agents, or subcontractors.
12. **Certification of Ownership.** The Property Owners certify that they are the sole fee simple owners of the property described in Paragraph 2 above, and has the power and authority to enter into this Agreement.
13. **Right of Record.** It is agreed that the City may record this document in the chain of title of the benefited property legally described above.
14. **Payment.** The Property Owners agree that, after the City has completed the required inspections and has determined that the installation of the sewer service line repair is in conformance with the applicable City ordinances and State laws, the Property Owners will provide the following documents to the City to allow the City to process payment of the \$7,500, amount to be paid for the installation of the sewer service line repair on the Benefited Property:
 - a. A contractor's construction statement identifying the agreed amount to be paid; and
 - b. The City's Final Inspection Report; and
 - c. A contractor's lien waiver; and
 - d. Property owner's written authorization for City to pay contractor directly.
15. **Successors and Assigns.** This agreement shall be for the benefit of and be binding upon the Successor, heirs, executors, administrators, and assigns of the parties. Further, the Property Owners agree to specifically notify all successors or assigns of the existence of this agreement prior to any transfer, sale, or assignment of the above-described premises.

This agreement has been entered into as of the _____ day of _____, 20____.

City of Hopkins

By: _____
Jason Gadd, Mayor

By: _____
Michael J. Mornson, City Manager

Attest:

Amy Domeier, City Clerk

STATE OF MINNESOTA)
)SS
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Jason Gadd, Mayor and Michael Mornson, City Manager, of the City of Hopkins, a Minnesota municipal corporation, on behalf of said municipal corporation.

Notary Public

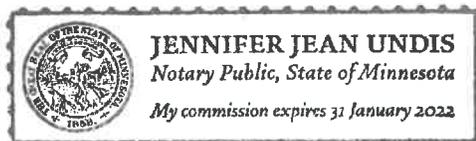
PROPERTY OWNER(S):

Susan H. Undis
(Sign) Susan H. Undis

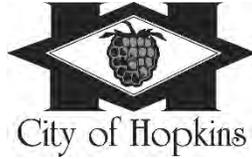
Stephen J. Undis
(Sign) Stephen J. Undis

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 29 day of March, 2020, by JENNIFER UNDIS.



Jennifer Undis
Notary Public



April 21, 2020

Council Report 2020-022

**ADOPT ASSESSMENT ROLL – MPRB PARCELS
2020-2021 STREET AND UTILITY IMPROVEMENTS
CITY PROJECT 2019-10**

Proposed Action

Staff recommends adoption of the following motion: Adopt Resolution 2020-016, Resolution Adopting Assessment Roll for Minneapolis Park & Recreation Board Parcels, 2020-2021 Street and Utility Improvements, City Project 2019-10.

This action continues an assessable project for street improvements.

Overview

Assessment calculations were prepared based on the overall lowest bid received for the 2020-2021 Street and Utility Improvements. At its February 18, 2020 meeting the Hopkins City Council ordered preparation of the assessment roll for the project. At that same meeting, the Council ordered an assessment hearing for the project to be held March 16, 2020. The assessment roll for all parcels, excluding Minneapolis Park & Recreation Board (MPRB) was adopted, as assessing the MPRB falls under a different state statute with slightly different requirements than other parcels in the project area.

This assessment hearing sets in motion levying of assessments against benefiting properties. A notice has been mailed via certified mail, along with an assessment statement, to the MPRB. As of this writing, no written objections contesting the proposed assessments have been submitted. Written objections to Council must be submitted no later than the hearing date. Staff is recommending adoption of the assessment roll following the public hearing.

Primary Issues to Consider.

- Appeal Procedure
- Appeals Received
- Public Information
- Project Costs and Assessments
- Staff Recommendation

Supporting information.

- Certified Mailing Receipt
- Notices of Assessment Hearing
- Assessment Roll
- Resolution 2020-016



Eric Klingbeil, P.E., Assistant City Engineer

Financial Impact: \$_____ Budgeted: Y/N <u>Y</u> Source: <u>Special Assessments</u> Related Documents (CIP, ERP, etc.): <u>CIP</u> Notes: _____
--

Analysis of Issues

- **Appeal Procedure**

Property owners are given the opportunity to approach Council with their objections to the proposed assessments during the public hearing. Standard forms for written objections have been available at City Hall and need to be submitted no later than the hearing date.

- **Appeals Received**

No appeals have been received at the time of writing this report.

- **Public Information**

Assessments for the project were discussed at an informational meetings on June 25, 2019, August 5, 2019, and September 11, 2019 prior to bidding. These meetings presented the same information, which was focused on providing detailed information related to assessments including calculation methodology, interest calculation, payment options, and deferring assessments. Example calculations were presented for assessments and payments involving several different situations.

An additional public informational meeting was held on March 12, 2020 after bids were received. This meeting focused on assessments and also covered the upcoming construction schedule and issues that commonly come up during construction.

In addition, staff has been in direct contact with MPRB concerning the assessments.

- **Project Costs and Assessments**

Benefit appraisals were also commissioned for commercial and institutional properties, as allowed under the policy, and considered against the policy calculation. The lower total based on this comparison was used as the assessment in the final roll.

The interest rate will be 2 percentage points above the Total Interest Cost (TIC) of the bonds to be sold for the project. The TIC for bonds for the 2020-2021 Street Reconstruction Project will be determined in May 2020. Staff recommends adopting a 15-year term for the assessment as discussed at previous City Council meetings.

Property owners can prepay without interest through July 31, 2020. To avoid the assessment being certified on property taxes, owner must make payment prior to November 30, 2020.

The full assessment roll including all notification letters is available upon request.

- **Staff Recommendation**

Staff recommends adoption of the assessment roll as submitted for this project with adoption of Resolution 2020-016.

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION NO. 2020-016

**RESOLUTION ADOPTING ASSESSMENT ROLL
for
MINNEAPOLIS PARKS & RECREATION BOARD PARCELS
2020-2021 STREET AND UTILITY IMPROVEMENTS
CITY PROJECT 2019-10**

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 the improvement of 2020-2021 Street and Utility Improvements, as described in the files of the City Clerk as Project 2019-10.

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

1. Such proposed assessment, as may be amended and 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 assessment shall be payable in equal annual installments extending over a period of fifteen years, the first of the installments to be payable on or after the first Monday in January 2021, and shall bear interest at the rate of 2 percentage points above the Total Interest Cost of the bonds issued for the project. To the first installment shall be added interest on the entire assessment from July 31, 2020, until December 31, 2021. To each subsequent installment when due shall be added interest from one year on all unpaid installments.
3. 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 but not made, upon any properties abutting the improvement but not herein assessed for the improvement, when changed conditions relating to such properties make such assessment feasible.
4. To the extent that this improvement benefits non-abutting 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 Section 435.19, to reimburse the city by adding any portion of the cost so paid to the assessments levied for any of such later extension or improvements.

5. The clerk shall forthwith transmit a certified duplicate of the 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, Minnesota, this 21ST day of April 2020.

By _____
Jason Gadd, Mayor

ATTEST:

Amy Domeier, City Clerk

FINAL ASSESSMENT ROLL

INTERLACHEN PARK STREET & UTILITY IMPROVEMENTS

CITY OF HOPKINS, MN

BMI PROJECT NO. T19.118342

PID	STREET NUMBER	STREET NAME	TAXPAYER NAME	TAXPAYER ADDRESS (LINE 1)	TAXPAYER ADDRESS (LINE 2)	TAXPAYER ADDRESS (LINE 3)	PROPOSED STREET ASSESSMENT	PROPOSED WATER SERVICE ASSESSMENT	PROPOSED SEWER SERVICE ASSESSMENT	TOTAL PROPOSED ASSESSMENT
2911721210002	30	Address Unassigned	CITY OF MPLS PARK BOARD	2117 WEST RIVER RD	MINNEAPOLIS MN 55411		\$ 200.00	\$ -	\$ -	\$ 200.00
2011721340001	201	Meadowbrook	CITY OF MPLS PARK BOARD	2117 WEST RIVER RD	MINNEAPOLIS MN 55411		\$ 60,000.00	\$ 4,260.50	\$ 2,834.60	\$ 67,095.10
TOTAL AMOUNT TO BE ASSESSED									\$	67,295.10

ELKO NEW MARKET
 26045 MARKET PLACE BLVD
 ELKO NEW MARKET, MN 55020-5000
 266760-0842
 (800)275-8777
 04/06/2020 02:48 PM

Product	Qty	Unit Price	Price
First-Class Mail® Letter (Domestic) (MINNEAPOLIS, MN 55411) (Weight: 0 Lb 0.40 Oz) (Estimated Delivery Date) (Wednesday 04/08/2020) Certified (USPS Certified Mail #) (70191640000142995772) Return Receipt (USPS Return Receipt #) (9590940257650003674621)	1	\$0.55	\$0.55
First-Class Mail® Letter (Domestic) (MINNEAPOLIS, MN 55411) (Weight: 0 Lb 0.40 Oz) (Estimated Delivery Date) (Wednesday 04/08/2020) Certified (USPS Certified Mail #) (70191640000142995789) Return Receipt (USPS Return Receipt #) (9590940257650003674638)	1	\$0.55	\$0.55
Total:			\$13.90
Credit Card Remitd (Card Name: VISA) (Account #: XXXXXXXXXXXX8558) (Approval #: 038950) (Transaction #: 946) (AID: A0000000980840) (AL: US DEBIT) (PIN: Not Required)			\$13.90

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

7019 1640 0001 4299 5772

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MINNEAPOLIS, MN 55411

OFFICIAL USE

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Extra Services & Fees (check box, add fee as appropriate) \$2.85

Return Receipt (hardcopy) \$0.00

Return Receipt (electronic) \$0.00

Certified Mail Restricted Delivery \$0.00

Adult Signature Required \$0.00

Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$6.95

Sent To *City of Mpls Park Board*

Street and Apt. No., or PO Box No. *2117 W. River Rd*

City, State, ZIP+4® *Mpls, MN 55411*

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark Here
 APR 06 2020
 55020 USPS

7019 1640 0001 4299 5789

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MINNEAPOLIS, MN 55411

OFFICIAL USE

Certified Mail Fee \$3.55

Extra Services & Fees (check box, add fee as appropriate) \$2.85

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Postmark Here
 APR 06 2020
 55020 USPS

CITY OF HOPKINS
Hennepin County, Minnesota

**NOTICE OF HEARING ON ASSESSMENT
PURSUANT TO MINN. STAT. § 435.19, SUBD. 3**

**INTERLACHEN PARK STREET & UTILITY IMPROVEMENTS
CITY PROJECT NO. 2019-10**

CITY OF MPLS PARK BOARD
2117 WEST RIVER RD
MINNEAPOLIS MN 55411
ATTN: AL BANGOURA, SUPERINTENDENT

RE: PID #2011721340001-201 Meadowbrook Rd, Hopkins, MN

TO WHOM IT MAY CONCERN:

Notice is hereby given that the Hopkins City Council will meet on Tuesday, April 21st, 2020 at 7:00 p.m. to determine the proposed assessment of the abovementioned property, pursuant to Minn. Stat. 435.19, subd. 3, for Improvement No. 2019-10. Due to the ongoing COVID-19 pandemic, members of the City Council and City staff will either participate in the meeting by telephone or other electronic means pursuant to Minnesota Statutes, Section 13D.021, or in-person at the City Council's regular meeting place at Hopkins City Hall, 1010 1st St. S., Hopkins, Minnesota. The City will provide an update on the meeting method/type for the hearing on the City's website at www.hopkinsmn.com as the meeting gets closer and those details can be finalized with certainty. Additionally, questions or comments related to the hearing may be emailed to eklingbeil@hopkinsmn.com, made by phone at 952-548-6357, or mailed to 1010 First Street South, Hopkins, MN 55343. Comments submitted through these methods must be received by Tuesday, April 21, 2020 at 12:00 p.m. in order to be considered.

Improvement No. 2019-10 is a street and utility reconstruction project, which is an improvement of the following corridors:

- Blake Rd S from Spruce Road to Boyce Street;
- Ashley Road;
- Holly Road;
- Oakwood Road;
- Interlachen Road;
- Maple Hill Road;
- Homedale Road;
- Hawthorne Road;
- Meadowbrook Road;
- Goodrich Street;
- Boyce Street; and
- Preston Lane.

The total estimated cost of the improvement project is \$17,000,000. A determination by the council of the proposed assessment against your property may occur at the hearing. The area proposed to be assessed includes all properties located along the above described roadways and as shown below.

<u>Plat Name</u>	<u>Sec</u>	<u>Twp</u>	<u>Rng</u>	<u>Q/Q</u>	<u>Suffix</u>
Auditor's Subdivision No. 239	19	117	21	NE/SE	
Browers Addition	20	117	21	NW/SW	
F A Savage's Interlachen Park	19	117	21	SE/SE	
	20	117	21	SW/SW	

	29	117	21	NW/NW
	30	117	21	NE/NE
Hutchinsons Interlachen Park	20	117	21	NW/SW
Kempf Addition	19	117	21	SE/SE
Meadowbrook Golf Course	20	117	21	NE/SW
	20	117	21	SE/SW
Prestons Interlachen Park	19	117	21	NE/SE
Reg. Land Survey No. 1302	19	117	21	SE/SE
	30	117	21	NE/NE
Swansons Interlachen	20	117	21	SW/SW
	29	117	21	NW/NW
Unplatted 20 117 21	20	117	21	NW/SW
Unplatted 29 117 21	29	117	21	NW/NW
	29	117	21	NE/NW
Unplatted 30 117 21	30	117	21	NE/NE
Watts Addition	19	117	21	SE/SE

The amount to be specially assessed against individual properties is on file for public inspection at the city clerk's office. Such assessment is proposed to be payable in equal annual installments extending over a period of 15 years, the first of the installments to be payable on or before the first Monday in January 2021, and will bear interest at the rate of 2 percentage points above the true interest cost of the bonds sold for this project per annum from the date of the adoption of the assessment resolution. To the first installment shall be added interest on the entire assessment from the date of the assessment resolution until December 31, 2020. To each subsequent installment when due shall be added interest for one year on all unpaid installments.

You may at any time prior to certification of the assessment to the county auditor, pay the entire assessment on such property, with interest accrued to the date of payment, to the City of Hopkins. No interest shall be charged if the entire assessment is paid on or before July 31, 2020. You may at any time thereafter, pay the City of Hopkins the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 30, 2020 or interest will be charged through December 31 of the succeeding year. If you decide not to prepay the assessment before the date given above, the rate of interest that will apply is 2 percentage points above the true interest cost of the bonds sold for this project per year. The right to partially prepay the assessment is available.

The adopted assessment roll related to other properties is on file for public inspection at the city clerk's office. The total amount of the assessments, including your proposed assessment, is \$2,977,367.76. Written or oral objection will be considered at the meeting. No appeal to district court may be taken as to the amount of an assessment unless a written objection signed by the affected property owner is filed with the municipal clerk prior to the assessment hearing or presented to the presiding officer at the hearing. The council may upon such notice consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

Under Minn. Stat. Sections 435.193 to 435.195, the council may, in its discretion, defer the payment of a special assessment for any homestead property owned by a person 65 years of age or older, one retired by virtue of a permanent and total disability, or a member of the National Guard or other reserves ordered to active military service for whom it would be a hardship to make the payments. When deferment of a special assessment has been granted and is terminated for any reason provide in that law all amounts accumulated plus applicable interest become due. Any assessed property owner meeting the requirements of this law, may, within 30 days of the confirmation of the assessment, apply to the city clerk for the prescribed form for such deferral of payment of this special assessment on his/her property.

/s/Amy Domeier, City Clerk

Dated: April 6, 2020

YOUR PROPOSED ASSESSMENT IS: \$67,095.10

CITY OF HOPKINS
Hennepin County, Minnesota

**NOTICE OF HEARING ON ASSESSMENT
PURSUANT TO MINN. STAT. § 435.19, SUBD. 3**

**INTERLACHEN PARK STREET & UTILITY IMPROVEMENTS
CITY PROJECT NO. 2019-10**

CITY OF MPLS PARK BOARD
2117 WEST RIVER RD
MINNEAPOLIS MN 55411
ATTN: AL BANGOURA, SUPERINTENDENT

RE: PID #2911721210002-30 Address Unassigned, Hopkins, MN

TO WHOM IT MAY CONCERN:

Notice is hereby given that the Hopkins City Council will meet on Tuesday, April 21st, 2020 at 7:00 p.m. to determine the proposed assessment of the abovementioned property, pursuant to Minn. Stat. 435.19, subd. 3, for Improvement No. 2019-10. Due to the ongoing COVID-19 pandemic, members of the City Council and City staff will either participate in the meeting by telephone or other electronic means pursuant to Minnesota Statutes, Section 13D.021, or in-person at the City Council's regular meeting place at Hopkins City Hall, 1010 1st St. S., Hopkins, Minnesota. The City will provide an update on the meeting method/type for the hearing on the City's website at www.hopkinsmn.com as the meeting gets closer and those details can be finalized with certainty. Additionally, questions or comments related to the hearing may be emailed to eklingbeil@hopkinsmn.com, made by phone at 952-548-6357, or mailed to 1010 First Street South, Hopkins, MN 55343. Comments submitted through these methods must be received by Tuesday, April 21, 2020 at 12:00 p.m. in order to be considered.

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Watts Addition	19	117	21	SE/SE

The amount to be specially assessed against individual properties is on file for public inspection at the city clerk's office. Such assessment is proposed to be payable in equal annual installments extending over a period of 15 years, the first of the installments to be payable on or before the first Monday in January 2021, and will bear interest at the rate of 2 percentage points above the true interest cost of the bonds sold for this project per annum from the date of the adoption of the assessment resolution. To the first installment shall be added interest on the entire assessment from the date of the assessment resolution until December 31, 2020. To each subsequent installment when due shall be added interest for one year on all unpaid installments.

You may at any time prior to certification of the assessment to the county auditor, pay the entire assessment on such property, with interest accrued to the date of payment, to the City of Hopkins. No interest shall be charged if the entire assessment is paid on or before July 31, 2020. You may at any time thereafter, pay the City of Hopkins the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 30, 2020 or interest will be charged through December 31 of the succeeding year. If you decide not to prepay the assessment before the date given above, the rate of interest that will apply is 2 percentage points above the true interest cost of the bonds sold for this project per year. The right to partially prepay the assessment is available.

The adopted assessment roll related to other properties is on file for public inspection at the city clerk's office. The total amount of the assessments, including your proposed assessment, is \$2,977,367.76. Written or oral objection will be considered at the meeting. No appeal to district court may be taken as to the amount of an assessment unless a written objection signed by the affected property owner is filed with the municipal clerk prior to the assessment hearing or presented to the presiding officer at the hearing. The council may upon such notice consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

Under Minn. Stat. Sections 435.193 to 435.195, the council may, in its discretion, defer the payment of a special assessment for any homestead property owned by a person 65 years of age or older, one retired by virtue of a permanent and total disability, or a member of the National Guard or other reserves ordered to active military service for whom it would be a hardship to make the payments. When deferment of a special assessment has been granted and is terminated for any reason provide in that law all amounts accumulated plus applicable interest become due. Any assessed property owner meeting the requirements of this law, may, within 30 days of the confirmation of the assessment, apply to the city clerk for the prescribed form for such deferral of payment of this special assessment on his/her property.

/s/Amy Domeier, City Clerk

Dated: April 6, 2020

YOUR PENDING ASSESSMENT IS: \$200.00

BACKGROUND

The subject property is owned by the Minneapolis Park and Recreation Board (MPRB) and has been used for a municipal golf course since 1925. City records indicate the MPRB first received a conditional use permit to authorize the golf course use and allow snowmobiling in 1970. The MPRB amended this conditional use permit and received a side yard setback variance to allow construction of a golf cart storage building in 1982.

According to MPRB, during the winter of 2015-2016 the clubhouse at Meadowbrook Golf Course suffered significant damage when a water pipe ruptured. Because the clubhouse was in winter mode, the break was not discovered for several days. By then, the water damage was significant: main and lower level walls, flooring, insulation, electrical systems, and other building features were damaged beyond repair. Insurance adjusters and MPRB's staff agreed the water damage rendered the building unusable and largely not repairable. As a result, the original clubhouse building was demolished and the location was filled, leveled, and sodded, and intended to remain a lawn area until construction of the new clubhouse.

In July of 2017, the City approved an amendment to MPRB's existing CUP to allow placement and operation of a temporary clubhouse trailer until November 1, 2019 or a new permanent clubhouse could be constructed, whichever came first. The temporary clubhouse trailer remains on the property and a new permanent clubhouse has not yet been constructed, nor has the MPRB indicated that it will soon construct a permanent clubhouse. As a result, MPRB is in violation of both its conditional use permit and the associated development agreement that it entered into with the City in 2017. Since last fall, MPRB and the City have been in discussion as to how to bring the site into compliance.

The 2017 CUP amendment allowed for the placement and operation of a temporary clubhouse trailer to allow continued operation of the Meadowbrook golf course in the same manner as the original clubhouse building. The current temporary clubhouse trailer is positioned just off the southeast edge of the parking area at a location that allows for reasonable operation of the course and significant separation from neighbors. The trailer serves only as a point of sale counter, small offices and restroom. A portion of the parking area was restriped for parking and a small deck was installed to provide required handicapped access. MPRB also installed seasonal plantings to provide an attractive appearance.

The temporary clubhouse trailer is connected to public and private utilities including electric and data lines and sewer and water services. Porta-potties provide required bathroom facilities. Food service and alcohol sales continued as they have in previous seasons, separate from the temporary clubhouse trailer. According to the applicant, food truck vendors are on site daily and serve alcohol from the food truck and a beverage cart to golf patrons only. It should be noted that this practice does not comply with the City's food truck standards and a condition of approval requires the applicant to adjust their business practices to comply with these requirements.

Current Request. MPRB's current request would extend the timeline for use of the temporary clubhouse trailer for an additional two years to November 1, 2021 or construction of a new permanent clubhouse, whichever comes first. According to MPRB, the additional 2 years is necessary to properly study and plan for improvement to MPRB's entire golf course system.

According to MPRB, in the time since the 2017 amendment to allow the temporary clubhouse trailer they have conducted a preliminary study of the MPRB's golf system (see attached narrative). That preliminary study found both a significant decrease in total rounds played throughout the MPRB's golf system and an average audited loss of \$800,000 annually. The preliminary study also suggested the need for \$17 million in improvements to the golf course system with \$6 million identified for Meadowbrook. Those circumstances suggest clubhouse replacement activities—or a significant capital investment in any component of the golf enterprise—be suspended until the MPRB Board of Commissioners could offer direction for the future of golf operations or a change in any component of the golf operation. MPRB Superintendent Al Bangoura has indicated his intention to direct MPRB staff to expand upon the preliminary study and deliver a full report on the status of the golf component of the MPRB's enterprise operation to the Board of Commissioners in 2020.

Planning & Zoning Commission Action. Due to the ongoing coronavirus pandemic and the related statewide emergency declaration, City staff and the City Attorney decided to extend the review period for this item an additional 60 days and to hold the public hearing before the City Council rather than the Planning & Zoning Commission. As a result, new notice of this public hearing was published in the official newspaper and mailed to all properties within 350 feet. The notice directed all interested parties to make their comments to City Planner Jason Lindahl by mail, phone or e-mail before noon on Tuesday, April 21, 2020. As of the writing of this report, no comments had been received. Staff will provide a public comment update to the City Council during the public hearing.

CONDITIONAL USE PERMIT

Conditional use permit applications are considered quasi-judicial actions. In such cases, the City is acting as a judge to determine if the regulations and requirements within the Comprehensive Plan, Zoning Ordinance and Subdivision Ordinance can be met under the proposed use. Generally, if the proposed use can meet all of these requirements, the conditional use permit is approved.

In evaluating this conditional use permit application, the City shall consider and require compliance with the specific conditions for outdoor recreation areas outlined in Section 102-163(a)(2) and the general conditional use standards detailed in Section 102-94(o). It should also be noted that Section 102-94(m) states the City may require a development agreement as condition of approval. In this case, staff recommends the City Council require a new development agreement detailing the terms of this development (see attached).

A conditional use permit expires one year after it has been issued unless the use for which the permit has been granted is in effect. The City Council may grant extensions not to exceed one year. Once established, if a use granted by conditional use permit ceases to operate for six months, the conditional use granted for that property will expire. The Council may impose conditions and require guarantees in the granting of conditional use permits. Any use permitted under the terms of any conditional use permit shall be established and conducted in conformity to the terms of such permit.

Chapter 102, Article V, Section 102-163(a)(2). Specific standards for outdoor recreation areas in a residential district.

b) Outdoor recreation areas not designed and owned as a part of a single family home or two

family structure, or not owned or operated by the city, provided that:

1. All accessory or ancillary structures used in connection therewith are located not less than 50 feet from all lot lines;

Findings: The proposed location of temporary clubhouse trailer exceeds the 50' setback requirement. According to MPRB's site plan, the temporary clubhouse trailer will be located 190' from the western property line and 250' from the southern property line.

2. Golf courses shall not include driving ranges and shall have an average of 130 yards or more per hole;

Findings: According to MPRB, there is no driving range and the course's hole length averages over 130 yards. The course is 6500 yards long, which averages 361 yards per hole from the far tees, 274 from the forward tees.

3. Country clubs shall include a golf course;

Findings: The subject property does not include a country club.

4. Outdoor game court and swimming pools abutting upon or in any R district shall be fenced and screened by plantings or other suitable screening material, and shall not be lighted between the hours of 11 P.M. and 6 A.M. of the following day. The term game court and pool shall be construed to include all areas bounded by the fencing in connection therewith;

Findings: The subject property does not include game courts or swimming pools.

5. All recreation facilities not a part of a PUD shall require a cost report to show the number of families necessary to support such facility.

Findings: The subject property does not include a planned unit development (PUD) approval.

Chapter 102, Article III, Section 102-94.O. Staff analysis of the general conditional use permit review criteria is provided below. The applicant's narrative response to these criteria is also attached for your reference.

- 1) Consistency with the elements and objectives of the City's development plan, including the comprehensive plan and any other relevant plans at the time of the request.

Finding: The existing outdoor recreation use (golf course) is consistent with the comprehensive plan. The City's future land use map guides the subject property as Open Space. The property is zoned R-1-C, which allows outdoor recreation through a conditional use permit. The proposed temporary clubhouse trailer is acceptable but only as a short-term structure.

- 2) Consistency with this article.

Finding: The size and placement of the temporary clubhouse trailer is consistent with the lot and building standards for R-1-C district and the conditional use standards for outdoor recreation uses.

Lot & Building Standards for the R-1-C Single Family Medium Density District		
Standard	Requirement	Existing
Lot Area	20,000 square feet	2,790,855 square feet (64 acres)
Lot Width	80 feet	1,285 feet
Front Setback	50 foot*	190 feet
Rear Setback	50 feet*	1,000 feet
Side Setback	50 feet*	250 feet
Principal Building Height	35 feet (maximum)	25 feet

**See conditional use permit standards Section 102-163(a)(2)*

- 3) Creation of a harmonious relationship of buildings and open spaces with natural site features and with existing and future buildings having a visual relationship to the development.

Finding: Staff finds that in the short term, the proposed temporary clubhouse trailer will not significantly alter the existing relationship of buildings and open space with natural site features or their visual relationship to the development. However, there should only be one clubhouse on the site at a time. The construction of future buildings will require re-evaluation of this CUP and removal of the proposed temporary clubhouse trailer.

- 4) Creation of a functional and harmonious design for structures and site features, with special attention to the following:

- a. An internal sense of order for the buildings and uses on the site and provision of a desirable environment for occupants, visitors and the general community.

Finding: Staff finds that in the short term, the proposed temporary clubhouse trailer will not impact the internal sense of order for the buildings and uses on the site. Use of the temporary clubhouse trailer beyond November 1, 2021, could create an undesirable environment for occupants, visitors and the general community, and would further indicate a lack of commitment to the future of the community.

- b. The amount and location of open space and landscaping.

Finding: The proposed temporary clubhouse trailer will not impact the amount and location of open space. Seasonal plantings will be added to provide an attractive appearance.

- c. Materials, textures, colors and details of construction as an expression of the design concept and the compatibility of the same with the adjacent and neighboring structures and uses.

Finding: The temporary clubhouse trailer's exterior materials and details of construction are acceptable for the short-term nature of MPRB's request (placement and operation until November 1, 2021). However, in the long term its exterior material and details of

construction are incompatible with the exterior materials and details of construction in the surrounding neighborhood.

- d. Vehicular and pedestrian circulation, including walkways, interior drives and parking in terms of location and number of access points to the public streets, width of interior drives and access points, general interior circulation, separation of pedestrian and vehicular traffic and arrangements and amount of parking.

Finding: The site will have adequate vehicle and pedestrian circulation. The temporary clubhouse trailer will be positioned just off the southeast edge of the parking area and will be operated similarly to the former clubhouse. The existing parking area and pedestrian trails provide adequate access to this location.

- 5) Promotion of energy conservation through design, location, orientation and elevation of structures, the use and location of glass in structures and the use of landscape materials and site grading.

Finding: Given MPRB is proposing a temporary clubhouse trailer, staff finds that it is unnecessary to evaluate the clubhouse's energy efficiency. Use of this temporary clubhouse trailer beyond November 1, 2021, should prompt a re-evaluation of how the temporary clubhouse trailer promotes energy efficiency.

- 6) Protection of adjacent and neighboring properties through reasonable provision for surface water drainage, sound and sight buffers, preservation of views, light and air and those aspects of design not adequately covered by other regulations which may have substantial effects on neighboring land uses.

Finding: Given the interim nature and proposed location of the temporary clubhouse trailer, it is unnecessary to require additional protection for adjacent and neighboring properties with these provisions. Should the temporary clubhouse trailer be in place longer than November 1, 2021, the site as it relates to this condition should be re-evaluated.

- 7) The use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor tend to or actually diminish and impair property values within the neighborhood.

Finding: The proposed temporary clubhouse trailer should not be injurious to the use and enjoyment of other property in the immediate vicinity or diminish and impair property values within the neighborhood provided it is removed as scheduled by November 1, 2021. Should the proposed temporary clubhouse trailer remain in place longer than this date, the site as it relates to this condition should be re-evaluated.

- 8) In Institutional zoning districts, the Conditional Use Permit application shall comply with the standards, conditions and requirements stated in Section 102-307 of this Ordinance.

Finding: Section 102-307 provides for standards related to a conditional use that includes demolition or removal of dwelling units and does not apply to this application.

- 9) Traffic impacts such as increases in vehicular traffic, changes in traffic movements, traffic congestion, interference with other transportation systems or pedestrian traffic, and traffic hazards shall be considered by the Planning & Zoning Commission and City Council in evaluating an application for a Conditional Use Permit.

Finding: The temporary clubhouse trailer will be positioned just off the southeast edge of the parking area and will be operated similarly to the former clubhouse. The existing parking area and pedestrian trails provide adequate vehicle and pedestrian access to and from the site.

ALTERNATIVES

1. Vote to approve. If this amendment request is approved, MPRB will be allowed to operate a temporary clubhouse trailer until November 1, 2021 or construction of a permanent clubhouse, whichever comes first.
2. Vote to deny. If this amendment request is denied, MPRB will be required to remove the existing temporary clubhouse trailer and seek alternative methods of operation.
3. Continue for further information. If the City Council finds that further information is needed, this item should be continued.

CITY OF HOPKINS
Hennepin County, Minnesota

RESOLUTION 2020-017

**A RESOLUTION APPROVING AN AMENDMENT TO THE EXISTING CONDITIONAL USE PERMIT
FOR MEADOWBROOK GOLF COURSE ALLOWING THE CONTINUED OPERATION OF A
TEMPORARY CLUBHOUSE**

WHEREAS, the applicant, the Minneapolis Parks and Recreation Board (the “Applicant”), initiated an application to amend its existing conditional use permit (CUP) for Meadowbrook Golf Course to allow the continued operation of a temporary clubhouse at 201 Meadowbrook Road;

WHEREAS, the property is legally described as follows:

THAT PART OF MEADOWBROOK GOLF COURSE EMBRACED WITHIN THAT PART OF E 1/2 OF SW1/4 OF SEC 20 T 117 R 21 LYING SLY OF CENTER LINE OF EXCELSIOR ROAD SUBJECT TO ROAD

WHEREAS, the procedural history of the application is as follows:

1. That the property has an existing conditional use permit issued in 1970 and amended in 1982;
2. That the City of Hopkins approved Resolution 2017-052 approving an amendment to the original conditional use permit allowing the placement and operation of a temporary clubhouse trailer on July 11, 2017.
3. That another application to amend the existing conditional use permit related to the temporary clubhouse trailer was initiated by the Applicant on February 21, 2020;
4. That the City of Hopkins sent the applicant a letter on March 23, 2020 extending the review period for this application an additional 60 days due to the ongoing coronavirus pandemic and the statewide emergency declaration related to the same.
5. That the City Council, pursuant to published and mailed notice, held a public hearing and reviewed such application on April 21, 2020: all persons present were given an opportunity to be heard;
6. That the written comments and analysis of City staff were considered; and,

WHEREAS, staff recommended approval of the conditional use permit amendment based on the findings outlined in City Council Report 2020-024 dated April 21, 2020.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hopkins hereby approves an amendment to the existing conditional use permit for Meadowbrook Golf Course allowing a temporary clubhouse trailer at 201 Meadowbrook Road, subject to the conditions listed below.

1. The Applicant shall enter into a new development agreement with the City which meets all City requirements, and the Applicant shall further meet all of its obligations contained in said development agreement.
2. The Applicant shall obtain any required building permits for the temporary clubhouse and conform with all conditions.
3. The Applicant shall conform with the building and fire codes.
4. The Applicant shall conform with all conditional use permit standards in Chapter 102, Article III, Section 102-94.O, and the specific conditions for outdoor recreation areas outlined in Chapter 102, Article V, Section 102-163(a)(2)
5. The temporary clubhouse shall be removed by November 1, 2021, or upon construction of a new permanent clubhouse, whichever comes first.
6. The Applicant shall receive all necessary approvals for a new permanent golf clubhouse on the Meadowbrook Golf Course Prior to November 1, 2021.
7. The Applicant shall submit a letter of credit security in a form acceptable to the City Attorney in the amount of \$25,000 to cover expense related to removing the temporary clubhouse trailer.
8. The temporary clubhouse shall be connected to City sewer and water utilities.

9. The Applicant shall comply with all applicable liquor licensing requirements.
10. The Applicant shall comply with all applicable requirements for the operation of a food truck.
11. The Applicant shall pay the City all applicable fees associated with its application, including legal fees.
12. The Applicant shall agree to pay the special assessments associated with the City's Interlachen Park Street and Utility Improvement Project in the amount the City determines the Meadowbrook property is benefitted from said project.
13. This conditional use permit expires one year after it has been issued unless the use for which the permit has been granted is in effect.
14. Once established, if a use granted by conditional use permit ceases to operate for six months, the conditional use granted for that property will expire.

Adopted this 21st day of April 2020.

Jason Gadd, Mayor

ATTEST:

Amy Domeier, City Clerk

**DEVELOPMENT AGREEMENT
FOR A
TEMPORARY STRUCTURE AND REMOVAL THEREOF**

This DEVELOPMENT AGREEMENT FOR A TEMPORARY STRUCTURE AND REMOVAL THEREOF (“Agreement”) is made and entered into this __ day of _____, 2020 by and between the City of Minneapolis, acting by and through its Park and Recreation Board, a Minnesota municipal corporation (hereinafter referred to as “Owner”) and the City of Hopkins, a Minnesota municipal corporation (hereinafter referred to as “City”).

RECITALS

- A. The Owner is the fee owner of the property located at 201 Meadowbrook Road, Hopkins, Minnesota, and legally described in the attached Exhibit A (the “Property”);
- B. Pursuant to the terms of a conditional use permit amendment that was approved by the City in 2017 (the “2017 CUP”), the Owner currently maintains an approximately 720 square foot temporary clubhouse structure (“Temporary Structure”) on the Property. The 2017 CUP required the removal of the Temporary Structure on or before November 1, 2019;
- C. The Owner has applied for another amendment to its conditional use permit (“CUP”) to continue utilizing the approximately 720 square foot Temporary Structure at the Property, with such amended CUP being approved by the City Council on November 21, 2020, pursuant to Resolution No. 2020-XXXX, a copy of which is attached hereto at Exhibit C and incorporated herein by reference;
- D. The Owner shall comply with all the terms and conditions of the CUP expressly contained in the approving resolution, Resolution No. 2020-XXXX;
- E. The Owner shall apply for and maintain all of the required permits necessary to place the Temporary Structure;
- F. Any improvements to the Property, including the placement and the removal of the Temporary Structure pursuant to Resolution No. 2020-XXXX, shall be at the sole cost of the Owner;
- G. The City has determined that allowing the Owner to utilize the Temporary Structure until November 1, 2021, or until the construction of the permanent clubhouse structure, whichever comes first, is reasonable under these circumstances, provided the Owner complies with all of the terms and conditions of this Agreement.

AGREEMENT

In consideration of the mutual covenants and promises contained herein, the parties hereto agree and stipulate as follows:

1. Permits; Compliance. The Owner is responsible for obtaining all permits required to place and maintain the Temporary Structure on the Property and for complying with all applicable federal, state, and local laws, rules, regulations, and ordinances related to its use of the Temporary Clubhouse and its use of the Property.
2. Accessory Structure. The Owner may keep the Temporary Structure on the Property and the placement of the Temporary Structure must be in accordance with the Plans, the requirements imposed on any permits issued, the terms and conditions of Resolution No. 2020-XXXX, the terms and conditions of this Agreement, the City's ordinances, and the following requirements:
 - (a) The Temporary Structure shall not contain any living space and shall not be used at any time for sleeping or as a dwelling unit.
 - (b) Issuance of a any necessary building permits for the Temporary Structure and conformance with all conditions.
 - (c) Conformance with the building and fire codes.
 - (d) Conformance with all conditional use permit standards in Section 525.13, Subdivision 15, and the specific conditions for outdoor recreation areas outlined in Section 530.09, Subdivision 1.b of the City's code.
 - (e) The proposed Temporary Structure shall be completely removed from the Property no later than November 1, 2021, or after construction of a new permanent golf clubhouse structure, whichever comes first.
 - (f) The CUP expires one year after it has been issued unless the use for which the permit has been granted is in effect.
 - (g) Once established, if a use granted by the CUP ceases to operate for six months, the conditional use granted for that property will expire.
 - (h) The Owner shall submit a landscape security equal to 1.5 times the cost of the seasonal landscaping.
 - (i) The proposed Temporary Structure shall be connected to City sewer and water utilities.
 - (j) The Owner shall supply the City with a letter of credit meeting the requirements contained herein.
 - (k) The Temporary Structure shall include one Americans with Disabilities Act-compliant, unisex restroom facility; in addition, two additional portable restroom facilities shall be located outside and adjacent to the Temporary Structure.
3. Removal of Temporary Structure. The Owner shall completely remove the Temporary Structure, including the foundation, from the Property by the established deadline of

November 1, 2021, or sooner, if the construction of a permanent golf clubhouse structure is completed prior to such date and the City has issued a certificate of occupancy for such permanent clubhouse. If the Owner fails to remove the Temporary Structure, the City is granted a license to enter onto the Property for the purpose of removing the structure, as further detailed herein.

4. Property Construction, Maintenance and Repair. The Owner shall be solely responsible for the cost and the placement, maintenance, and repair of the Temporary Structure and the Property, both during the installation and the removal of the Temporary Structure. The Owner shall repair and maintain, in a proper, substantial, and workmanlike manner, the Temporary Structure and the Property during the term of this Agreement. Owner shall be responsible for the costs of removal of any refuse or waste materials from the Property. The Owner shall not use the Property for the storage, handling, transportation or disposal of any hazardous substance, hazardous waste, pollutant or contaminant as those terms are defined in 42 U.S.C. Section 9601, et. seq. (“CERCLA”) or Minnesota Statutes Chapter 115B (“MERLA”). In the event that Owner fails to repair or maintain the Temporary Structure and the Property during the term of this Agreement, the City may pursue any remedy available pursuant to this Agreement, or otherwise.
5. Right of Entry. The City shall retain a right of entry upon the Property to enforce the terms of this Agreement. The City has the right, but not the obligation, to enter the Property to remove and dispose of the Temporary Structure pursuant to this Agreement. If the City plans to exercise this right, the City shall make reasonable efforts to notify the Owner before any removal of the Temporary Structure shall commence. Nothing in this Agreement shall create liability on behalf of the City for removing Temporary Structure, and the Owner shall have no right to recover any damages, at law or in equity, for the removal of the same if done in accordance with the terms contained herein.
6. Costs/Letter of Credit. The Owner agrees that all costs for the construction and the removal of the Temporary Structure at the Property must be paid by Owner. The City shall assume no cost, either directly or indirectly, for the placement or removal of the Temporary Structure.

In order to ensure completion of the placement and the removal of the Temporary Structure at the Property pursuant to this Agreement and to satisfy any current or future costs to the City, the Owner agrees to deliver to the City prior to any work at the Property a letter of credit (“Letter of Credit”) in the amount of \$25,000, which amount represents 150% of the estimated cost to the City should it have to remove the Temporary Structure and to exercise its right of entry onto the Property, including all incidental costs associated therewith. This amount represents the maximum risk exposure to the City, rather than the entire cost of all improvements. The Letter of Credit shall be delivered to the City prior to any future public use of the Temporary Clubhouse and it shall renew automatically thereafter until released by the City. The Letter of Credit shall be in a form acceptable to the City. The Letter of Credit shall allow the City to draw upon the instrument, in whole or in part, in order to complete any construction, maintenance, or removal of the Temporary Structure at the Property, and to pay any fees or costs due to the City. The City may draw upon the Letter of Credit to pay any costs or expenses it may incur related to the Temporary Structure, as well as any costs and expenses, including attorneys’ fees, the City may incur to enforce this Agreement and to recover its costs.

The City agrees to release or reduce the Letter of Credit upon termination of this Agreement and satisfaction of all of the Owner's duties under this Agreement. If at any time the City determines that the bank issuing the Letter of Credit no longer satisfies the City's requirements regarding solvency and creditworthiness, the City shall notify the Owner and the Owner shall provide to the City, within 30 days, a substitute Letter of Credit from another bank meeting the City's requirements. If the Owner fails to provide the City within 30 days with a substitute Letter of Credit from an issuing bank satisfactory to the City, the City may draw on the existing Letter of Credit.

In the event the City does not recover its costs under the provisions of this paragraph 6, as an additional remedy, the City may, at its option, assess the Property in the manner provided by Minnesota Statutes, Chapter 429, and the Owner hereby consents to the levy of such special assessments without notice or hearing and waives its rights to appeal such assessments pursuant to Minnesota Statutes, Section 429.081, provided the amount levied, together with the funds deposited with the City under this paragraph, does not exceed the expenses actually incurred by the City. Further, the City may, at its option, as an additional remedy, recover expenses actually incurred by the City as service charges, in the manner provided by Minnesota Statutes, Sections 415.01, 366.011, and 366.012, and the Owner hereby consents and agrees that any such unreimbursed costs shall constitute a service fee the City may collect as provided pursuant to the above-referenced statutes and the Owner further consents to the levy of such assessments without notice or hearing and waives its rights to appeal such assessments pursuant to Minnesota Statutes, provided the amount levied does not exceed the expenses actually incurred by the City pursuant to this Agreement.

This paragraph 6 shall survive termination of this Agreement and shall be binding on the Owner regardless of the enforceability of any other provision of this Agreement.

7. City Administrative Costs. The Owner agrees to pay the City's legal costs for drafting and processing this Agreement. The Owner shall place \$1,000.00 in escrow with the City from which the City will deduct its legal costs. The City will return, without interest, any unused portion of the escrow to the Owner once the Temporary Structure is removed. If the City determines to remove the Temporary Structure as provided in this Agreement, it may use any remaining portion of the escrow, together with the Letter of Credit, to pay the costs of removal.
8. City Project 2019-10 Assessment. On April 21, 2020, the City determined an appropriate assessment amount of \$67,095.10 for the Property in accordance with Minnesota Statutes, Section 435.19. The Owner agrees that the aforementioned amount is reasonable and agrees to pay said assessment pursuant to the terms of all other assessments previously levied by the City and associated with the same project.
9. Insurance. The Owner is and will remain self-insured pursuant to its authority under Minnesota Statutes, Section 471.981. Its tort liability limits are governed by Minnesota Statutes, Section 466.04.
10. Owner Representations. The Owner represents that it is the fee owner of the Property, that it has full legal power and authority to encumber the Property as provided in this Agreement, that in doing so it is not in violation of the terms or conditions of any instrument or agreement

of any nature to which the Owner is bound or which relates in any manner to the Property. By signing this Agreement the Owner grants the City a license, and such other permissions as may be required, to enter the Property as needed to conduct inspections and to remove the Temporary Structure as provided in this Agreement.

11. Termination. This Agreement shall terminate once the Temporary Structure is removed, the City has been fully reimbursed for all costs and expenses it has incurred as provided herein, and the City has returned any remaining Letter of Credit and escrow to the Owner.
12. Liability; Indemnification. Notwithstanding anything to the contrary in this Agreement, the City, its officers, agents, and employees shall not be liable or responsible in any manner to the Owner, Owner's successors or assigns, Owner's contractor or subcontractors, material suppliers, laborers, or to any other person or persons for any claim, demand, damage, or cause of action of any kind or character arising out of or by reason of the execution of this Agreement the performance of this Agreement, or the City's exercise of its rights under this Agreement, nor will Owner make any claim against the City for or on account of any injury, loss or damage resulting from Owner's Property or use thereof.

The Owner agrees to indemnify, protect, hold harmless and defend the City, its officials, employees, contractors and agents from and against any and all liability, loss, costs, damages, expenses, claims, actions or judgments, including attorneys' fees which Owner, its officers, employees, agents or contractors may hereinafter sustain, incur, or be required to pay, arising out of by reason of any act or failure to act by Owner, its officers, employees, agents or contractors or arising out of or by reason of this Agreement.

Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466, or otherwise.

13. Replacement of Prior Agreement. This Agreement, once fully executed, shall replace that certain previous agreement between the parties, also entitled Development Agreement for a Temporary Structure and Removal Thereof, dated July 14, 2017 and recorded on September 6, 2017 as Document No. T5473648 with the Hennepin County Recorder – Registrar of Titles.
14. Miscellaneous Provisions.
 - (a) Covenant; Assignment. The promises and obligations contained within this Agreement are covenants running with the Property and are binding on the Owner and the Owner's successors and assigns until this Agreement is terminated as provided herein. This Agreement and any rights granted to the Owner thereunder shall not be transferred or assigned without the prior written consent of the City.
 - (b) Entire Agreement; Modification. This Agreement, together with any exhibits hereto, which are incorporated by reference, constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to this Agreement, superseding all prior or contemporaneous proposals, communications, and understandings, whether oral or written, concerning this Agreement. This

Agreement may be modified or amended only by court order or by a writing executed by all the parties hereto under the provisions of this Agreement.

- (c) Notice. Any notice which is required under this Agreement will be deemed "given" upon hand delivery or three (3) days after prepaid posting in the U. S. Mail whichever will first occur. Notices shall be delivered or mailed to, or to such other address as a party may designate by notice to the other party:

- (1) If to the Owner:

Minneapolis Park and Recreation Board
2117 West River Road North
Minneapolis, MN 55411

- (2) If to the City:

City of Hopkins
1010 1st Street South
Hopkins, MN 55021
ATTN: City Manager

with a copy to:

Scott J. Riggs
Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

- (d) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.
- (e) Recording. The covenants and agreements contained in this Agreement shall bind the Owner and the Owner's successors and assigns and shall run with the Property. It is the intent of the parties to this Agreement that this Agreement be in a form which is recordable among the property records of Hennepin County, Minnesota. The City may record this Agreement with the County at the Owner's expense.
- (f) Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
- (g) Waiver. The waiver by the City or the Owner of any breach of any term of this Agreement shall not be deemed a waiver of any prior or subsequent breach of the same term or any other term of this Agreement.

- (h) Headings. Any headings appearing at the beginning of the several sections contained in this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement.
- (i) Severability. If any part of this Agreement shall be held invalid, it shall not affect the validity of the remaining parts of this Agreement, provided that such invalidity does not materially prejudice either party under the remaining parts of this Agreement and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.
- (j) Public Data. This Agreement and the information related to it are subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, which presumes that data collected by the City is public data unless classified otherwise by law.
- (k) Relationship of Parties. Nothing contained in this Agreement shall be deemed to create a partnership, association or joint venture between the City and the Owner, or to create any other relationship between the parties other than that of the City and the Owner.
- (l) Compliance with Laws. The Owner agrees to abide by and conform to all laws, rules, and regulations, including future amendments, controlling or affecting the use or occupancy of the Property.
- (m) Attorney Fees. The Owner agrees to pay the City's costs and expenses, including attorney fees, in the drafting and review of this Agreement. The Owner further agrees to pay the City's costs and expenses, including attorney fees, in the event a suit or action is brought by the City against the Owner to enforce the terms of this Agreement.
- (n) Recitals. The recitals set forth above are incorporated into the Agreement.

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

That part of Meadowbrook Golf Course embraced within that part of E1/2 of SW1/4 of Sec 20 T 117 R 21 lying Sly of center line of Excelsior Road subject to Road.

EXHIBIT B

PLANS

[to be inserted]

EXHIBIT C

RESOLUTION NO. 2020-XXXX

[to be inserted]



**Minneapolis
Park & Recreation Board**

Administrative Offices

2117 West River Road North
Minneapolis, MN 55411-2227

Northside Operations Center

4022 1/2 North Washington Avenue
Minneapolis, MN 55412-1742

Southside Operations Center

3800 Bryant Avenue South
Minneapolis, MN 55409-1000

Phone

612-230-6400

Fax

612-230-6500

www.minneapolisparks.org

President

Jono Cowgill

Vice President

Latrisha Vetaw

Commissioners

Chris Meyer
Kale Severson
AK Hassan
Steffanie Musich
Brad Bourn
Meg Forney
Londel French

Superintendent

Al Bangoura

Secretary to the Board

Jennifer B. Ringold

16 March 2020

Mr. Jason Lindahl, City Planner
City of Hopkins
1010 First Street South
Hopkins, Minnesota 55343

RE: **Application for Conditional Use Permit
Meadowbrook Golf Course, 201 Meadowbrook Road,
Hopkins, Minnesota**

Dear Mr. Lindahl:

Please consider the attached supplemental materials in support of the Minneapolis Park and Recreation Board's request for a conditional use permit related to a temporary clubhouse at Meadowbrook Golf Course, located at 201 Meadowbrook Road in Hopkins, Minnesota. The supplemental materials are comprised of:

- Statements supporting alignment of the request for the requested Conditional Use Permit with standards indicated for Section 102.94(o) of the City of Hopkins Code of Ordinances; and
- A brief statement of repairs performed on the temporary clubhouse in November 2019 and repairs anticipated to be performed in late March or early April 2020. The repairs were made to the existing structure while in place on the golf course property. As a result, the same structure will be utilized if the Conditional Use Permit is approved. (Hopkins officials were previously advised by our staff and our Park Board Attorney that the existing club house on the site would have to be replaced. That information was and is incorrect. We have remediated the temporary club house. It is safe to use.)

If the request for a Conditional Use Permit is approved by the City of Hopkins, the Minneapolis Park and Recreation Board anticipates and agrees to a Development Agreement similar that that executed in 2017. In addition, the Minneapolis Park and Recreation Board agrees to submit a written report to the City of Hopkins by 1 April 2021 regarding the status of plans for Meadowbrook Golf Course. The Minneapolis Park and Recreation Board also

Accredited



2010-2020

understands that the Hopkins City Attorney and staff want firm assurances about the removal of the temporary clubhouse at the expiration of the Conditional Use Permit. That suggestion is acceptable to the Park Board.

Staff of the Minneapolis Park and Recreation Board are willing to meet with you and other City of Hopkins staff or elected officials at any time to review details of the current application or to discuss future plans, to the extent plans have been defined.

Let me again formally apologize on behalf of the Minneapolis Park and Recreation Board for our delay in getting this matter before the Hopkins Planning Commission and City Council. I also want to thank all the Hopkins city personnel that have made an extraordinary effort to have this matter receive prompt attention.

Sincerely,



Al Bangoura
Superintendent

Cc: *David Anderson, Kennedy and Graven, Chartered*
Scott Riggs, Kennedy and Graven, Chartered
Brian Rice, Rice Michels & Walther, LLP
Greg Soule, Malkerson Gunn Martin, LLP
Michael Schroeder, Assistant Superintendent, Planning, MPRB

Applicant Submission for CUP Application for Temporary Clubhouse (March 17, 2020)

Applicant documentation regarding satisfaction of the standards of Section 102.94(o) within the City Zoning Code regarding the Minneapolis Park and Recreation Board's request to the City of Hopkins to issue a CUP extending the time period of the temporary clubhouse at Meadowbrook Golf Course.

- (a) *rule.* Certain uses, may or may not be suitable in a particular zoning district, depending upon the *suitability* of the circumstances. When such circumstances are found to exist, and the use not adversely affect the health, safety or general welfare of residents of the surrounding area or the community as a whole, a conditional use permit may be granted. Conditions may be applied to the granting of a permit and periodic review of the permit may be required. The permit shall be granted for a particular use and not for a particular person. The cancellation of a conditional use permit, if not protected by non-conforming use rights, shall be considered equivalent to a rezoning, and the procedural requirements of a rezoning apply.

Standards. In evaluating a conditional use permit application and granting a conditional use permit, the planning commission and city council shall consider and require compliance with the following standards, conditions and requirements.

Please note that the City of Hopkins issued a CUP for the existing temporary clubhouse trailer in 2017. The proposed CUP is for the same trailer, in the same location, with the same use, and the same ancillary features as was approved for the 2017 CUP. Consequently, the prior City approval of the 2017 CUP provides a strong precedent for a satisfaction of the standards in Section 102.94(o).

- (1) The consistency with the elements and objectives of the city's development plan, including the comprehensive plan and any other relevant plans at the time of the request;

Meadowbrook Golf Course was first developed as a municipal golf course in 1925 and it has been maintained as a golf course consistently since then. In essence, the City of Hopkins and residential uses in Hopkins, St. Louis Park and Edina grew around and adapted to the golf course use, well before the golf course property was annexed into the City of Hopkins. The request to extend the term of the temporary clubhouse offers stability to those long-standing and primarily residential uses of nearby properties which have been guided and developed by policies of each city.

Meadowbrook Golf Course fully conforms with the current comprehensive plan use of "Golf Course," so the issuance of the proposed CUP is consistent with the current plan and satisfies this standard. The city's yet-to-be approved 2040 comprehensive plan indicates a change in guidance for the golf course property. For the first time, the city's plans indicate a change from golf course to "Suburban Neighborhood," a residential land use classification with a density of two to four dwelling units per acre. After full adoption of the comprehensive plan update, the course (but not the temporary clubhouse) would continue as a legal non-conforming use. Any change to the golf course property, even if aligned with the yet-to-be approved comprehensive plan, poses greater changes to surrounding neighborhoods than the request to extend the term of the temporary clubhouse. In any case, the temporary nature of the clubhouse and the relatively short duration (2 years) of the CUP will not inhibit or preclude future residential redevelopment consistent with the 2040 comprehensive plan.

(2) Consistency with this article;

Section 102.94 indicates that conditional use permits may be issued in a district zoned for residential use provided the use under the permit does “not adversely affect the health, safety or general welfare of residents of the surrounding area or the community as a whole.” The perpetuation of the temporary clubhouse carries none of those adverse affects, as it is intended solely as a place of transactions related to the golf course. Traffic, an affect often viewed as adverse, is generated by the golf course, not the temporary clubhouse. There are no changes to the patterns of the landscape or drainage on the property as a result of the placement of the temporary clubhouse and those patterns are unchanged from those approved for the CUP issued in 2017.

(3) Creation of a harmonious relationship of buildings and open spaces with natural site features and with existing and future buildings having a visual relationship to the development;

Meadowbrook Golf Course comprises nearly 207 acres. The portion of the property in Hopkins is 64.74 acres. With the exception of the few structures supporting the golf course (a maintenance building and a cart storage building, the total of which is about 4,000 square feet), the temporary clubhouse is the only structure on the Hopkins portion of the property and it is less than 1,000 square feet. Those structures, while important for the operations of the golf course, are small, allowing the character of the golf course as a generally open and pastoral landscape to predominate. To the degree practicable, the temporary clubhouse was located distant from nearby residential properties with landscape additions providing screening from the nearest homes.

The temporary clubhouse is important to perpetuating the use of the property as a golf course. While other methods of conducting golf transactions are possible, the most understandable for golf patrons is some form of structure where green fees and minor golf needs can be purchased.

The request to extend the term of the temporary clubhouse involves no earth moving, no tree removal, no additional paving, and no activities that would disturb the natural features of the site. In fact, the city’s proposal to repave Meadowbrook Road and introduce a curb and gutter at the edge of the reconstructed street poses a more dramatic change to the relationship between built and natural features of the golf course because it introduces a new feature to the landscape, one that is approaches 2,000 feet in length.

(4) Creation of a functional and harmonious design for structures and site features, with special attention of the following:

- a. An internal sense of order for the buildings and uses on the site and provision of a desirable environment for occupants, visitors and the general community;

The location of the temporary clubhouse at the edge of the existing parking area focuses activity in one location, rather than extending that activity to areas of the property that have not seen clubhouse-related activities in the past. When considering the clubhouse—temporary or permanent, it is a structure intended for golf-related transactions, all supporting moving golfers onto the golf course as directly as practicable. From a

community or neighbor perspective, this concentration of activity allows for the greatest proportion of the property to remain quiet and pastoral in character.

- b. The amount and location of open space and landscaping;

The temporary clubhouse will occupy less open space than a replacement clubhouse. Landscaping previously added to the area around the temporary clubhouse has been considered for its growth rate such that desired screening is achieved in the shortest possible period.

- c. Materials, textures, colors and details of construction as an expression of the design concept and the compatibility of the same with the adjacent and neighboring structures and uses; and

The temporary clubhouse is somewhat distant from other structures on the golf course property and is located at the edge of the parking area serving the golf course, with those distances making the temporary clubhouse a structure of its own character rather than assuming the character of other golf course structures. Specific to the temporary clubhouse, its color and size are intended to make it as much of a background element of the landscape as practicable.

- d. Vehicular and pedestrian circulation, including walkways, interior drives and parking in terms of location and number of access points to the public streets, width of interior drives and access points, general interior circulation, separation of pedestrian and vehicular traffic and arrangements and amount of parking.

The temporary clubhouse does not change vehicular or pedestrian circulation patterns on the site or encourage a greater number of vehicular or pedestrian trips on or to the golf course property. The point of access to the golf course property for golf patrons remains in its current location on Meadowbrook Road. That access is not proposed to be changed by this request. The request to perpetuate the temporary clubhouse does not change the quantity, arrangement or location of parking.

- (5) Promotion of energy conservation through design, location, orientation and elevation or structures, the use and location of glass in structures and the use of landscape materials and site grading;

The temporary clubhouse utilizes a trailer. It is not intended as a permanent structure. Still, as a seasonal use structure, the temporary clubhouse will consume less energy in its construction, placement, and occupancy than a permanent clubhouse.

- (6) Protection of adjacent and neighboring properties through reasonable provision of surface water drainage sound and sight buffers, preservation of views, light and air and those aspects of design not adequately covered by other regulation which may have substantial effects on neighboring land uses;

The temporary clubhouse will not change the patterns of drainage, air movement, and light availability on or near the golf course property or introduce sound at levels that do not currently exist today. While the temporary clubhouse will be placed in an area where it is visible from Meadowbrook Road, its size and placement are intended to preserve views of the golf course property and its open and pastoral character.

- (7) The use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, not tend to or actually diminish and impair property values within the neighborhood;

The temporary clubhouse serves the golf use of the property and does not introduce any other use to the golf course property. Perpetuation of a golf course on the property and the accompanying pastoral, open spaces is the clearest path to supporting the use and enjoyment of other property in the vicinity and ensuring property values in the neighborhood are not diminished or impaired by a change in use on the golf course property.

- (8) In institutional zoning districts, the conditional use permit shall comply with the standards, conditions and requirements stated in section 102-307:

This provision does not apply to the request.

- (9) Traffic impacts such as increases in vehicular traffic, changes in traffic movements, traffic congestion, interference with other transportation systems or pedestrian traffic, and traffic hazards shall be considered by the planning commission and city council in the proposed shall not cause unacceptable increases in vehicular traffic, traffic congestion or interference with other transportation systems or pedestrian traffic, and will not create traffic hazards or excessive traffic through residential areas or otherwise cause adverse effects on residential areas or dwellings. The city may require the applicant to submit a traffic study prepared by a traffic consultant approved by the city to demonstrate the applicant's compliance with the requirements of this section. As a condition of the issuance of a conditional use permit, the city may require the applicant to incorporate in the applicant's proposal and construct such traffic control measures and improvements as the city may deem necessary, including, but not limited to, directional signalization, channelization, stand-by turn lanes, sidewalks, removal of access points to public streets and moving of access points to public streets; and

The factor that most impacts traffic and vehicle trips to the golf course is weather—rain-free periods bring more golfers to the property than rainy periods. This would be the case regardless of the use of a temporary clubhouse or a permanent replacement. The temporary clubhouse serves golf patrons through transactions related to green fees and golf-related supplies. It does not contain any use or introduce any activity that would increase traffic or change the patterns of traffic movement in the vicinity of the golf course.

- (10) A development in the B-2 Zoning District may require a parking study. If it is determined that a project requiring a conditional use permit will have a parking shortage, the city may require that the applicant provide on-site parking, enter into an agreement to pay the costs of off-site parking, or a combination of both.

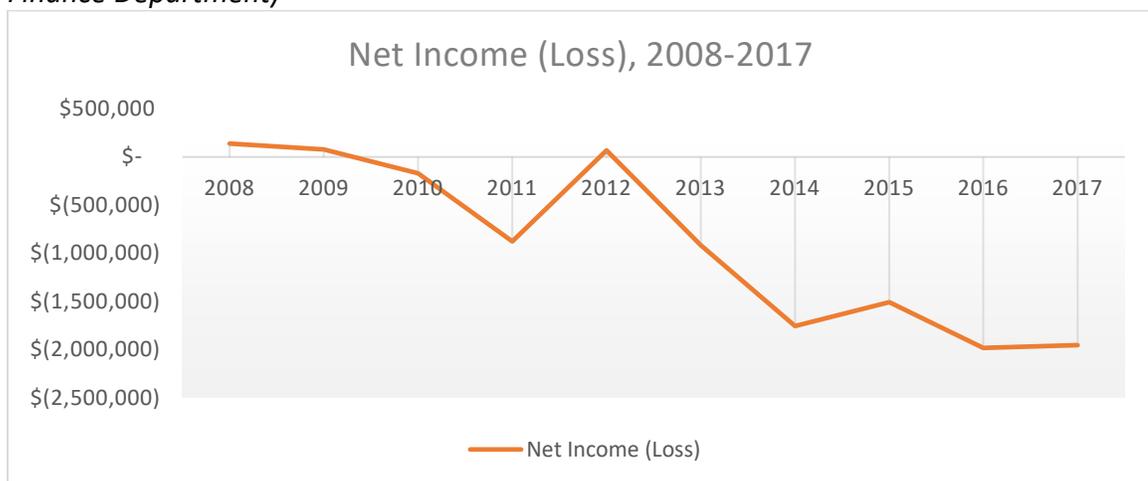
This provision does not apply to the request.

Meadowbrook Golf Course
Circumstances related to clubhouse replacement
28 February 2020

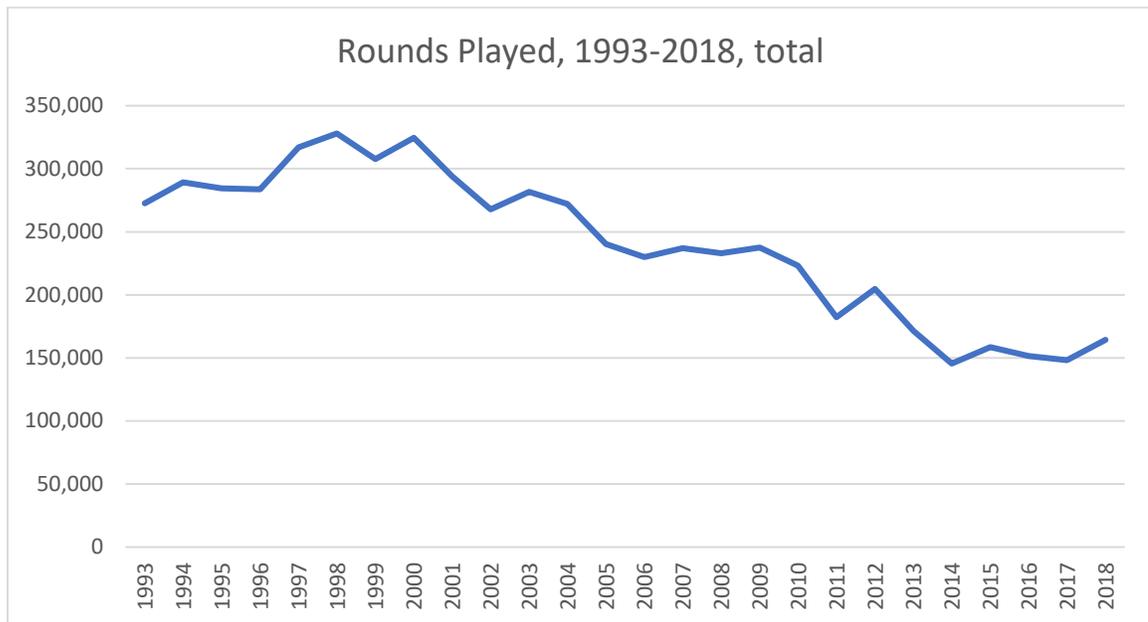
In late 2018, some months after requesting an amendment to the Conditional Use Permit of 2017 allowing the placement of a temporary clubhouse at Meadowbrook Golf Course, staff of the Minneapolis Park and Recreation Board were directed to prepare a review of golf operations. An initial outline and draft review were prepared by staff to understand the potential extent of a full report and any implications on the totality of the MPRB's seven golf course operations. Superintendent Bangoura has indicated his intention to direct staff to expand upon the initial outline and draft review, resulting in a full report on the status of the golf component of the MPRB's enterprise operation being delivered to the Board of Commissioners in 2020.

While staff intended to explore opportunities for a replacement clubhouse for Meadowbrook Golf Course when the CUP amendment was granted, the circumstances associated with golf operations were becoming clear in the initial outline and draft review. Those circumstances suggest clubhouse replacement activities—or a significant capital investment in any component of the golf enterprise—be suspended until the Board of Commissioners could offer direction for the future of golf operations or a change in any component of the golf operation. Significantly, two factors revealed in the early investigations stand out:

- Over the ten-year period of golf operations between 2008 and 2017, the MPRB's golf courses operated at an average audited loss of \$800,000 annually. (*Source: MPRB Finance Department*)



- The peak number of rounds played on all MPRB golf courses in a season was 327,999 in 1998; in 2018, on the same number of courses, the rounds played was 164,399. (*Source: MPRB Finance Department*)



Other findings support the notion of a more holistic approach to the MPRB’s golf operations. Significantly, more than \$6 million in capital investments were identified for Meadowbrook Golf Course in 2018, including a new clubhouse, new maintenance facility, and improvements to the course. For the MPRB to make that level of investment, alignment with the evolving golf study is necessary. In total, the baseline capital needs of MPRB golf courses is greater than \$17 million.

The findings exist at a preliminary stage of development and need to be updated to include figures for 2019. Any recommendations suggested with the findings are even more preliminary as staff has not, until recently, been directed to engage or consult external experts to challenge, confirm, or expand upon possible directions.

In essence and as directed by Superintendent Bangoura, the MPRB needs to find a way to save golf in Minneapolis. That charge may require some dramatic changes to the MPRB golf courses. Even at Meadowbrook Golf Course, where the surrounding area’s demographics would seem to strongly support golf, the MPRB would want to advance changes in alignment with a complete set of initiatives organized to support a substantial reinvestment in some or all of the MPRB’s golf courses.

The golf study is intended to be completed during 2020. Implementation would begin immediately upon approval by the Board of Commissioners, but full implementation of recommendations would be incremental, perhaps occurring fully only after a period of 20 years based on a limited pool of funds for improvements.

However, a permanent clubhouse structure, succeeding the temporary trailer, for the purpose of selling golf rounds and officing golf staff is a high priority for the MPRB at Meadowbrook Golf Course.

The current temporary clubhouse trailer will remain on site and connected to the existing electric service, sanitary sewer service, water service, and data lines. The existing porta-potties will continue to be used. Food service and alcohol sales will be continued as they have been in previous seasons, separate from the temporary clubhouse trailer. Food truck vendors will be on site daily, and will serve the alcohol from the food truck and a beverage cart to golf patrons only. The trailer only serves to be a space for a point of sale counter, small offices, and a toilet. There will be no physical change on site.

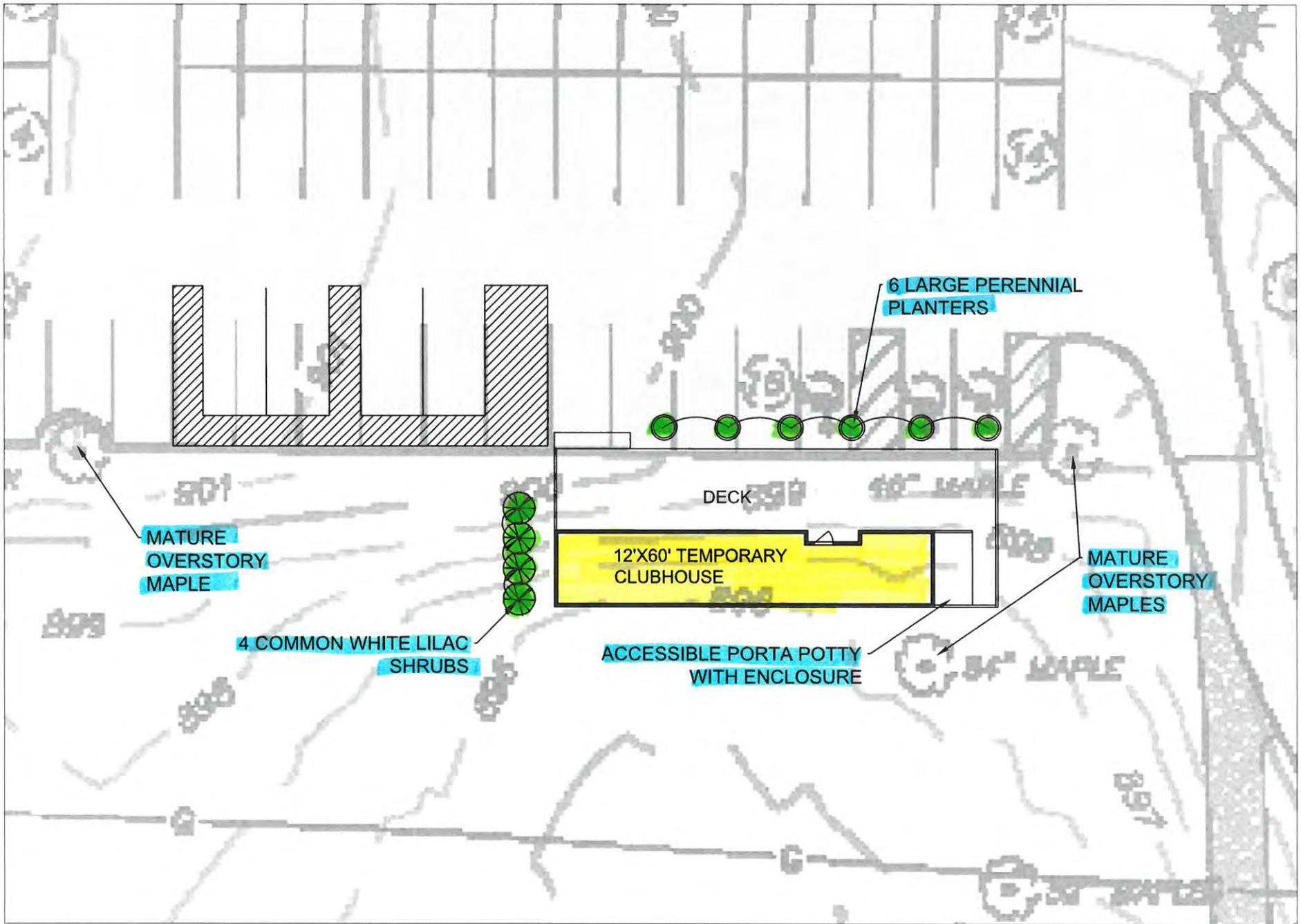
And for these reasons, we respectfully request the City of Hopkins approve our Conditional Use Permit Amendment extending the temporary clubhouse removal two years to November 1, 2021.

Temporary Clubhouse Structure (March 17, 2020)

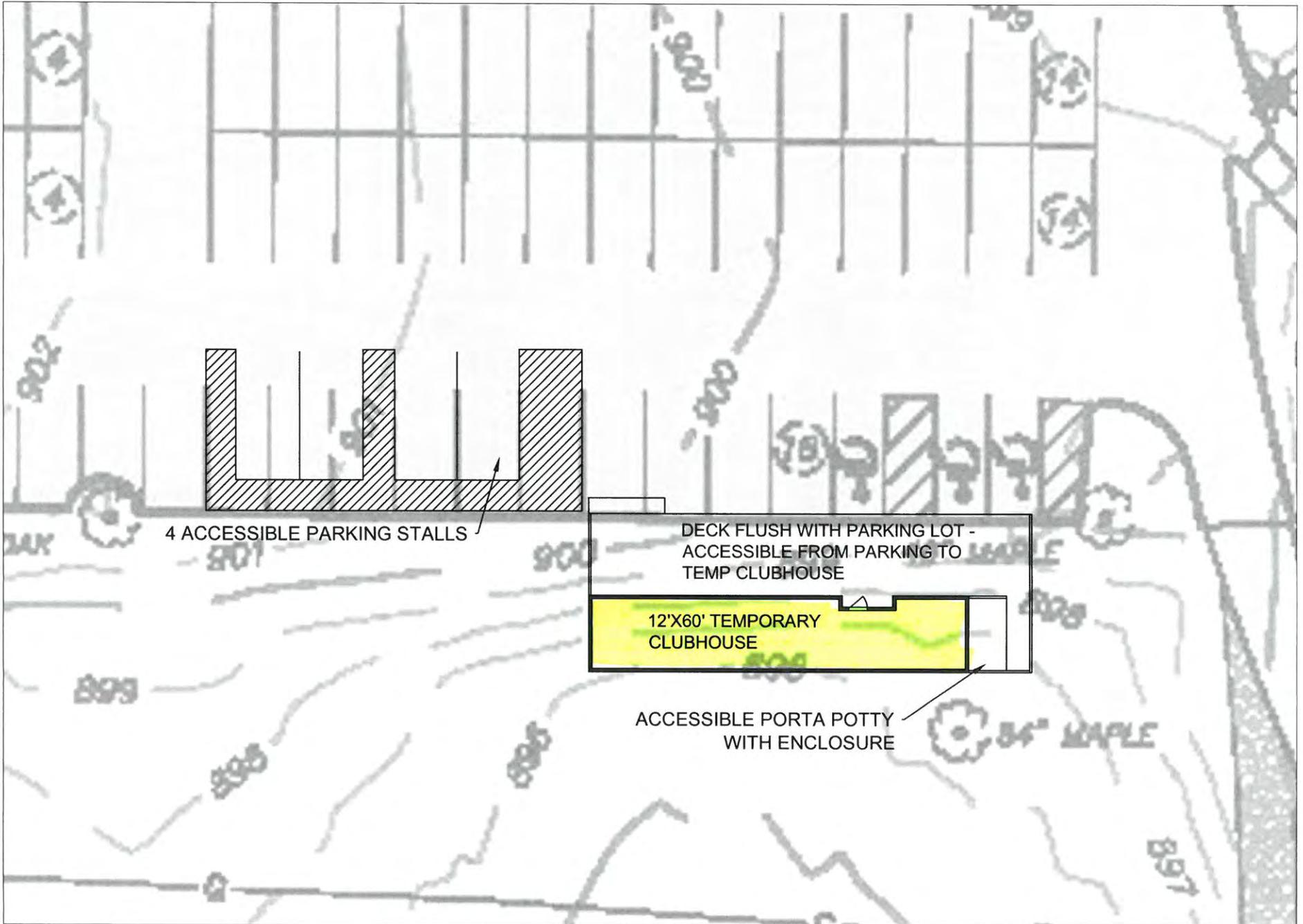
The temporary clubhouse is a trailer, similar in character to a trailer used on a construction site. It is the same trailer that was installed in 2017 under the prior CUP. It is secured to withstand winds and is connected to data and communications infrastructure. It was installed in a location where access is achieved directly from the golf course parking lot via a wooden deck.

Late in 2019, after the end of the golf season, the temporary clubhouse suffered damage due to a water pipe that became disconnected. Water was absorbed into the sheetrock of some of the interior walls. Repairs were made by removing damaged sheetrock, testing for moisture in all remaining sheetrock and making removals as necessary, applying an antimicrobial to the interior of walls to prevent any mold, and installing new sheetrock. All interior repairs were made in November 2019.

Portions of the exterior trim of the temporary clubhouse have deteriorated and will be replaced in late March or early April. This work is weather-dependent; to ensure a proper bond of paint to substrate, daytime temperature must be consistently greater than 50 degrees F and nighttime temperatures might be no less than 40 degrees.



MEADOWBROOK GOLF COURSE TEMPORARY CLUBHOUSE - PLANTING PLAN
 MINNEAPOLIS PARK AND RECREATION BOARD - 6-9-2017 - 1" = 20'-0" N↑

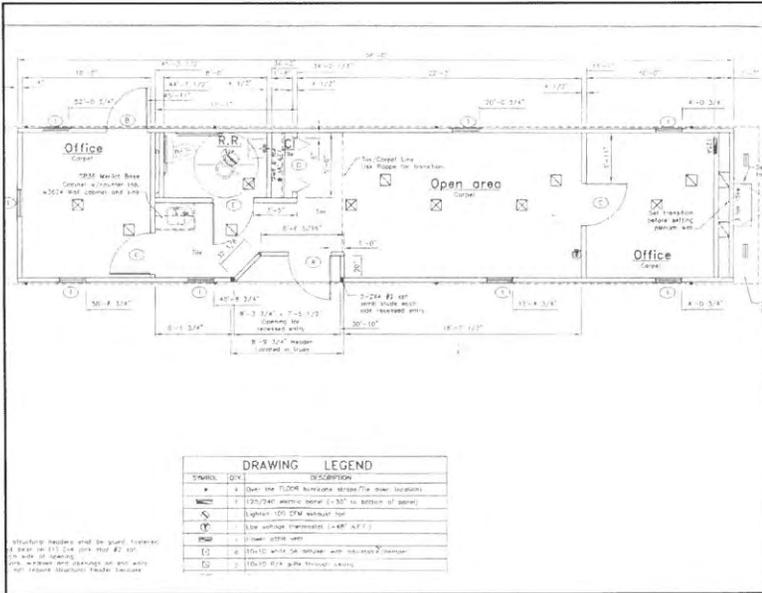


MEADOWBROOK GOLF COURSE TEMPORARY CLUBHOUSE - SITE PLAN
MINNEAPOLIS PARK AND RECREATION BOARD - 6-9-2017 - 1" = 20'-0" N ↑



MEADOWBROOK GOLF COURSE TEMPORARY CLUBHOUSE - LOCATION ON PARCEL
 MINNEAPOLIS PARK AND RECREATION BOARD - 6-9-2017 - 1" = 100'-0" N ↑

ATTACHMENT A



MEADOWBROOK GOLF COURSE TEMPORARY CLUBHOUSE - TRAILER PLAN AND PHOTOS
 MINNEAPOLIS PARK AND RECREATION BOARD - 6-9-2017 - NOT TO SCALE



City of Hopkins

1010 First Street South • Hopkins, MN 55343-7573 • Phone: 952-935-8474 • Fax: 952-935-1834
Web address: www.hopkinsmn.com

March 23, 2020

Minneapolis Park and Recreation Board
2117 West River Road
Minneapolis, MN 55411
Attention: Al Bangoura, Superintendent

RE: Conditional Use Permit Amendment Application – 201 Meadowbrook Road

Dear Mr. Bangoura:

The purpose of this letter is to inform you that the City of Hopkins is extending the review period for the above-referenced application an additional 60 days, as permitted under Minnesota Statutes, section 15.99, subd. 3(f).

Your application was submitted to the City on February 21, 2020 and so the 60-day review period was scheduled to expire on or about April 21, 2020. Due to the ongoing coronavirus pandemic and the statewide emergency declaration related to the same, the City requires additional time to determine the scheduling and format for the public hearing that is required as it relates to your application. The public hearing was originally noticed as an in-person hearing to take place on March 24, 2020, and the City has since determined that an in-person meeting on that date is no longer practical or prudent.

Accordingly, the City is hereby extending the review period for your application for an additional 60 days to June 20, 2020. In the near future, you will receive mailed notice regarding the details of the rescheduled public hearing on your application, which is likely to take place before the Hopkins City Council, as authorized by Minnesota Statutes, section 462.357, subd. 3, under these unique circumstances.

Sincerely,

Jason Lindahl, AICP
City Planner
952-548-6342
jlindahl@hopkinsmn.com

cc: Scott J. Riggs, city attorney (via email only)
David T. Anderson, assistant city attorney (via email only)



City of Hopkins

1010 First Street South • Hopkins, MN 55343-7573 • Phone: 952-935-8474 • Fax: 952-935-1834
Web address: www.hopkinsmn.com

March 23, 2020

Minneapolis Park and Recreation Board
2117 West River Road
Minneapolis, MN 55411
Attention: Michael Schroeder

RE: Conditional Use Permit Amendment Application – 201 Meadowbrook Road

Dear Mr. Schroeder:

The purpose of this letter is to inform you that the City of Hopkins is extending the review period for the above-referenced application an additional 60 days, as permitted under Minnesota Statutes, section 15.99, subd. 3(f).

Your application was submitted to the City on February 21, 2020 and so the 60-day review period was scheduled to expire on or about April 21, 2020. Due to the ongoing coronavirus pandemic and the statewide emergency declaration related to the same, the City requires additional time to determine the scheduling and format for the public hearing that is required as it relates to your application. The public hearing was originally noticed as an in-person hearing to take place on March 24, 2020, and the City has since determined that an in-person meeting on that date is no longer practical or prudent.

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Sincerely,

Jason Lindahl, AICP
City Planner
952-548-6342
jlindahl@hopkinsmn.com

cc: Scott J. Riggs, city attorney (via email only)
David T. Anderson, assistant city attorney (via email only)

CITY OF HOPKINS
Hennepin County, Minnesota

RESOLUTION NO. 2017-052

**A RESOLUTION APPROVING AN AMENDMENT TO THE EXISTING CONDITIONAL USE PERMIT
FOR MEADOWBROOK GOLF COURSE ALLOWING THE PLACEMENT AND OPERATION OF A
TEMPORARY CLUBHOUSE**

WHEREAS, the applicant, the Minneapolis Parks and Recreation Board, initiated an application to amend their existing conditional use permit (CUP) for Meadowbrook Golf Course to allow the placement and operation of a temporary clubhouse at 201 Meadowbrook Road;

WHEREAS, the property is legally described as follows:

THAT PART OF MEADOWBROOK GOLF COURSE EMBRACED WITHIN THAT PART OF E 1/2 OF SW1/4 OF SEC 20 T 117 R 21 LYING SLY OF CENTER LINE OF EXCELSIOR ROAD SUBJECT TO ROAD

WHEREAS, the procedural history of the application is as follows:

1. That the property has an existing conditional use permit issued in 1970 and amended in 1982;
2. That an application to amend the existing conditional use permit was initiated by the applicant on May 26, 2017;
3. That the Hopkins Planning and Zoning Commission, pursuant to published and mailed notice, held a public hearing and reviewed such application on June 27, 2017: all persons present were given an opportunity to be heard;
4. That the written comments and analysis of City staff were considered; and,

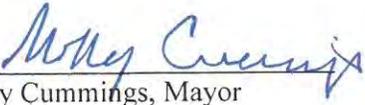
WHEREAS, the Planning & Zoning Commission of the City of Hopkins recommended approval of the conditional use permit amendment based on the findings outlined in the staff report dated June 27, 2017.

WHEREAS, the City Council of the City of Hopkins reviewed this application during their meeting on July 11, 2017, and agreed with the findings and recommendations of the Planning & Zoning Commission.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hopkins hereby approves an amendment to the existing conditional use permit for Meadowbrook Golf Course allowing a temporary clubhouse at 201 Meadowbrook Road, subject to the conditions listed below.

1. The applicant shall enter into a development agreement with the City.
2. Issuance of a building permit for the temporary clubhouse and conformance with all conditions.
3. Conformance with the building and fire codes.
4. Conformance with all conditional use permit standards in Section 525.13, Subdivision 15, and the specific conditions for outdoor recreation areas outlined in Section 530.09, Subdivision 1.b.
5. The applicant intends to place and operate the temporary clubhouse until November 1, 2019, or completion of a new permanent clubhouse, whichever comes first.
6. The proposed temporary clubhouse shall be removed by November 1, 2019, or after construction of a new clubhouse, whichever comes first.
7. This conditional use permit expires one year after it has been issued unless the use for which the permit has been granted is in effect.
8. Once established, if a use granted by conditional use permit ceases to operate for six months, the conditional use granted for that property will expire.
9. The applicant shall submit a landscape security equal to 1.5 times the cost of the seasonal landscaping.
10. The proposed temporary clubhouse shall be connected to City sewer and water utilities.

Adopted by the City Council of the City of Hopkins this 11th day of July 2017.


Molly Cummings, Mayor

ATTEST:


Amy Domeier, City Clerk



PUBLIC HEARING ON PROPERTY TAX ABATEMENT RELATED TO PUBLIC INFRASTRUCTURE IMPROVEMENT

Proposed Action.

Staff recommends that the Council approve the following motion: Approve Resolution 2020-018 Approving Property Tax Abatement Related to Public Infrastructure Improvements in the City of Hopkins.

Overview:

The City is completing mill and overlay projects on 1st Street North, North Central Business District Avenues and in the Maetzold Field lot in 2020 with a project cost of \$450,000. The City’s Capital Improvement Plan also includes a mill and overlay project in the Knollwood Neighborhood and a trail segment in 2021. The City’s 2020A Bond issuance will include \$475,000 for mill and overlay under tax abatement authority. (The bond amount includes cost of issuance and capitalized interest).

In order to grant tax abatement for a public improvement, the City is required to hold a public hearing on the amount of the abatement to be granted, identify the properties from which they will abate the City’s portion of the taxes and describe the public purpose for granting the abatement. The public purpose and the required findings are outlined in the attached resolution. The affected parcel is shown on the accompanying map. The parcel was listed in the public notices as required by Statute and is located in the vicinity of the improvements being completed. This parcel was selected since it was a larger tax payer in the immediate area, was not currently located in a TIF district and is not likely to be included in a future TIF district.

Primary Issues to Consider

- None

Supporting Information:

- Resolution No. 2020-018
- Map of Abated Property

Nick Bishop, CPA
Finance Director

Financial Impact	<u>\$475,000 Bond Proceeds</u>	Source:	<u>Tax Levy</u>
Budgeted: Y/N	<u>Yes</u>	Related Documents:	<u>Capital Improvement Plan</u>
Notes:	<u></u>		

CITY OF HOPKINS, MINNESOTA

RESOLUTION NO. 2020-018

**RESOLUTION APPROVING PROPERTY TAX ABATEMENT
RELATED TO PUBLIC INFRASTRUCTURE IMPROVEMENTS
IN THE CITY OF HOPKINS**

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

Section 1. Background.

1.01. The City has contemplated granting a property tax abatement in order to aid in financing certain public infrastructure improvements, including mill and overlay on 1st Street North, North Central Business District Avenues, Maetzold Field Lot, and the Knollwood Neighborhood, construction of trails within the City, and other similar projects (collectively, the “Project”), all pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, as amended (the “Act”).

1.02. Pursuant to Section 469.1813, subdivision 1 of the Act, the City may grant an abatement of all or a portion of the taxes imposed by the City on a parcel of property to pay for all or part of the cost of acquisition or improvement of public infrastructure, whether or not located on or adjacent to the parcel for which the tax is abated.

1.03. The City has identified one parcel located in the City, identified in EXHIBIT A attached hereto (the “Abatement Property”), which will be benefitted by the Project and from which the City proposes to abate all or a portion of the City’s share of taxes to help finance the Project, subject to all the terms and conditions of this resolution (the “Abatement”). The Abatement Property is not located in a tax increment financing district.

1.04. The City intends to issue one or more series of general obligation tax abatement bonds (the “Abatement Bonds”) in the estimated maximum principal amount of \$1,500,000 pursuant to the Act to pay the costs of the Project. The Abatement Bonds are expected to be paid primarily through the collection of Abatement revenues.

1.05. On the date hereof, the Council conducted a duly noticed public hearing on the Abatement at which the views of all interested persons were heard.

Section 2. Findings.

2.01. It is hereby found and determined that the benefits to the City from the Abatement will be at least equal to the costs to the City of the Abatement for the following reasons:

(a) The Abatement will help finance the Project, which is necessary to finance or provide public infrastructure in a way that will strengthen the local economy, preserve natural resources, and ensure a high quality of life for residents of the City.

(b) The Project will help preserve and increase the value of the Abatement Property, thereby helping to generate additional City tax revenues over the long term after the expiration of the Abatement.

2.02. It is hereby found and determined that the Abatement is in the public interest for the following reasons:

(a) The Abatement will increase or preserve tax base by stimulating development and helping to maintain values in the area.

(b) The Abatement will finance and provide public infrastructure, which will protect the general health and welfare of the community and contribute to the quality of life in the City by maintaining public infrastructure and facilities in proper working order.

(c) The Abatement will provide residents of the City with access to improved roadways and trails.

Section 3. Actions Ratified; Abatement Approved.

3.01. The Council hereby ratifies all actions of the City's staff and consultants in arranging for approval of this resolution in accordance with the Act.

3.02. Subject to the provisions of the Act, the Abatement is hereby approved and adopted subject to the following terms and conditions:

(a) The term "Abatement" means the City's share of the real property taxes generated from the land and improvements on the Abatement Property, in the amounts described in this Section:

(i) The aggregate Abatement paid by the City during the term of this resolution will not exceed the amount necessary to pay all of the principal of and all or a portion of the interest on the Abatement Bonds, up to a maximum amount of \$1,500,000.

(ii) Notwithstanding anything to the contrary herein, the Abatement payable on any August 1 and the subsequent February 1, combined, will not exceed the amount produced by extending the City's total tax rate for the applicable year against the tax capacity of the Abatement Property, as of January 2 in the prior year.

(iii) In accordance with Section 469.1813, subdivision 8 of the Act, in no year shall the Abatement, together with all other abatements approved by the City under the Act and paid in that year, exceed the greater of ten percent (10%) of the City's net tax capacity for that year or \$200,000 (the "Abatement Volume Cap"). The City may grant any other abatements permitted under the Act after the date of this resolution, provided that to the extent the total abatements in any year exceed the Abatement Cap, the allocation of Abatement Cap to such other abatements is subordinate to the Abatements under this resolution.

(b) The Abatement will be for a term of fifteen (15) years, and the City will collect the Abatement in semiannual installments each August 1 and February 1, commencing August 1, 2022 and continuing through February 1, 2036. The City will pay the Abatement solely to finance the cost of the Project, through application of Abatement amounts toward debt

service payments on the Abatement Bonds (including any bonds issued to refund the initial Abatement Bonds).

(c) This resolution may be modified only with the prior written approval of the City, and any modification is subject to Section 469.1813, subdivision 7 of the Act. Once the Abatement Bonds are issued, this resolution may not be amended.

(d) In accordance with Section 469.1815 of the Act, the City will add to its levy in each year during the term of the Abatement the total estimated amount of current year Abatement granted under this resolution.

3.03. The Mayor and City Manager are authorized and directed to execute and deliver any agreements, certificates or other documents that the City determines are necessary to implement this resolution.

Adopted by the City Council of the City of Hopkins, Minnesota this 21st day of April, 2020.

Jason Gadd, Mayor

ATTEST:

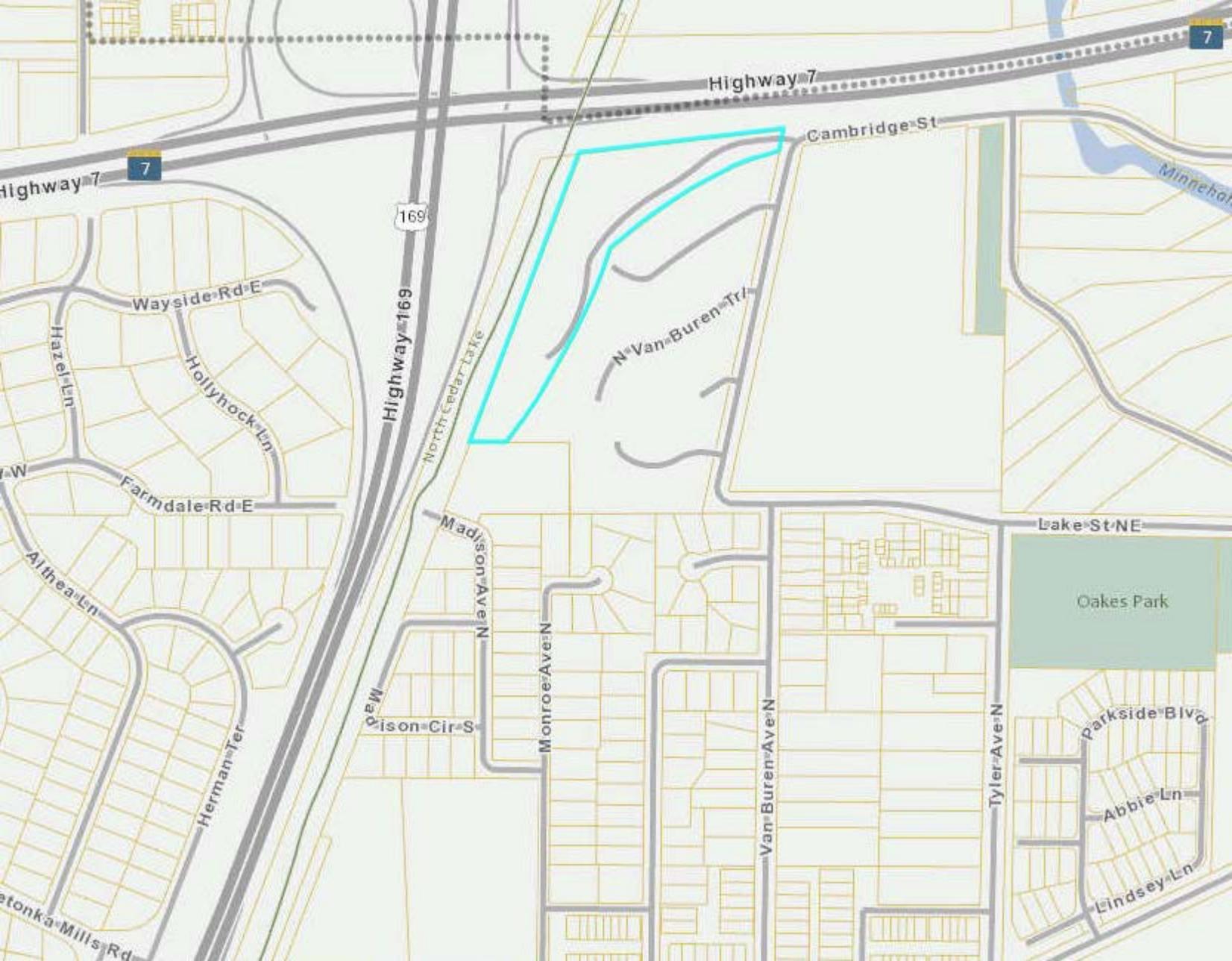
Amy Domeier, City Clerk

EXHIBIT A
ABATEMENT PROPERTY

Parcel Identification Number:

19-117-21-21-0006

HP110-101 (JAE)
647090v2



Highway 7

Highway 7

169

Highway 169

Cambridge St

Minnehaha

WAYSIDE RD E

HAZEL LN

HOLLYHOCK LN

FARMDALE RD E

ALTHEA LN

HERMAN TER

MADISON AVE N

MONROE AVE N

VAN BUREN AVE N

TYLER AVE N

Lake St NE

Oakes Park

Parkside Blvd

Abbie Ln

Lindsey Ln

etonka Mills Rd

MADISON CIR S

N Van-Buren Tr

North Cedar Lake



AUTHORIZE SALE OF \$8,585,000 GENERAL OBLIGATION BONDS, SERIES 2020A

Proposed Action.

Staff recommends that the Council approve the following motion: Resolution 2020-019 Providing for the Sale of \$8,585,000 General Obligation Bonds, Series 2020A.

Overview:

The Series 2020A bonds will be general obligations of the city for which it's full faith, credit and taxing authority powers are pledged. The bonds are being sold to finance three purposes

- A portion of the 2020/2021 street improvement project for Preston Lane, Boyce Street, Goodrich Street, Ashley Road, Holly Road, Oakwood Road, Interlachen Road, Maple Hill Road, Homedale Road, Hawthorne Road, Meadowbrook Road, and Blake Road from Spruce Road to Boyce Street
- Mill and overlay projects on 1st Street North, North Central Business District Avenues and Maetzold Field Lot
- Purchase of a wheel loader

The bonds are being issued with a 16 year term with payments to come from a tax levy and special assessments. The will be issued pursuant to MN statutes 429 (street and special assessment), 469.1814 (tax abatement bonds) and 412.301 (equipment certificates). The City's last bond rating was AA+ with a stable outlook. Standard and Poor's will update the rating before bonds are sold on May 19th.

Primary Issues to Consider

- None

Supporting Information:

- Resolution No. 2020-019
- Bond Pre-Sale Report

Nick Bishop, CPA
Finance Director

Financial Impact	<u>\$8,585,000 Bond Proceeds</u>	Source:	<u>Tax Levy & Special Assessments</u>
Budgeted: Y/N	<u>Y</u>	Related Documents:	<u>Capital Improvement Plan & Equipment Replacement Plan</u>
Notes:	<u></u>		

Resolution No. **2020-019**

Councilmember _____ introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of
\$8,585,000 General Obligation Bonds, Series 2020A**

- A. WHEREAS, the City Council of the City of Hopkins, Minnesota has heretofore determined that it is necessary and expedient to issue the City's \$8,585,000 General Obligation Bonds, Series 2020A (the "Bonds"), to finance the 2020 road reconstruction project, construct trails, complete mill and overlay projects and purchase capital equipment in the City; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

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

- 1. Authorization; Findings. The City Council hereby authorizes Ehlers to assist the City for the sale of the Bonds.
- 2. Meeting; Proposal Opening. The City Council shall meet at 7:00 pm on May 5, 2020, for the purpose of considering proposals for and awarding the sale of the Bonds.
- 3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by City Council Member _____ and, after full discussion thereof and upon a vote being taken thereon, the following City Council Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this 21st day of April, 2020.

City Clerk

April 21, 2020

Pre-Sale Report for

City of Hopkins, Minnesota

\$8,585,000 General Obligation Bonds, Series 2020A



Prepared by:

Stacie Kvilvang, CIPMA
Senior Municipal Advisor

Jason Aarsvold, CIPMA
Senior Municipal Advisor

Keith Dahl,
Municipal Advisor

Executive Summary of Proposed Debt

Proposed Issue:	\$8,585,000 General Obligation Bonds, Series 2020A
Purposes:	<p>The proposed issue includes financing for the following purposes:</p> <ul style="list-style-type: none"> • <u>Equipment Certificate (\$225,000):</u> This portion of the Bonds are being issued to finance acquisition of a wheel loader for the City. Debt service will be paid from ad valorem property taxes. • <u>2020 Street Reconstruction (\$7,885,000):</u> This portion of the Bonds are being issued to pay for the City's 2020 street reconstruction project. Debt service will be paid from special assessments and ad valorem property taxes. • <u>Mill/Overlay (\$475,000):</u> This portion of the Bonds are being issued to finance various mill and overlay projects in the City. Debt service will be paid from ad valorem property taxes.
Authority:	<p>The Bonds are being issued pursuant to Minnesota Statutes, Chapters:</p> <ul style="list-style-type: none"> • 412.301 – Equipment Certificates • 429 – Improvements Bonds for Annual Street Reconstruction • 469.1814 – Tax Abatement for Mill/Overlay • 475 – General Bonding Authority <p><u>Equipment Certificate Portion:</u> The City is authorized to issue debt for the purchase of capital equipment. If the amount of equipment certificates being issued is more than .25% of the estimated market value (EMV) of taxable property in the City, a public notice must be published, and the issue is subject to reverse referendum. The City's EMV for Pay 2020 is \$2,203,931,800. Since the amount of the proposed equipment certificate is below the statutory threshold of \$5,509,830, the certificate may be issued without public notice and voter approval.</p> <p>Moreover, this portion of the Bonds will count towards the City's statutory debt limit, which is 3% of the EMV. Therefore, the debt limit is \$66,117,954. As of February 2, 2020, the City had \$27,220,000 subject to the legal debt limit (this amount includes the 2012A, 2012B (Equipment Certificate portion), 2014A (SROP portion), 2014B (CIP portion), 2015A, 2016C (Equipment Certificate portion), 2017A, 2018A (SROP and Equipment Certificate portions), 2019A (CIP and SROP portions)). The proposed certificate, plus the City's current outstanding debt equals a total debt of \$27,445,000. This figure is well below the City's statutory debt limit noted above.</p> <p><u>2020 Street Reconstruction Portion:</u> Because the City is assessing at least 20% of the project costs, this portion of the Bonds may be a general obligation without a referendum and will not count against the City's debt limit. The City intends to levy a total of \$1,487,000 in special assessments to benefitting property owners, of which \$595,000 (40%) is anticipated to be collected in pre-paid assessments (this portion of the Bond issue was reduced accordingly). The remaining \$892,000 of special assessments will</p>

	<p>be collected in years 2021 to 2035 at a rate of 2% over the True Interest Costs (TIC) of the Bonds. Annual assessments are paid on an equal principal basis.</p> <p>Mill/Overlay Portion: The City is required to hold a public hearing on the abatement of taxes and the public purpose it serves. The hearing will be held on April 21, 2020. In addition, the amount of property taxes abated in any year may not exceed (1) 10% of the net tax capacity (NTC) of the City or (2) \$200,000, whichever is greater. The greater calculation is 10% of NTC. The City's pay 2020 tax capacity is 21,859,873 and 10% would equate to \$2,185,987. This portion of the Bonds and other outstanding abatement bonds (Series 2015B, 2016B, 2017B (a portion), and 2018B bonds) is approximately \$640,000/year, which is below the statutory maximum.</p> <p>The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.</p>
Term/Call Feature:	<p>The Bonds are being issued for a term of 16 years. Principal on the Bonds will be due on February 1 in the years 2023 through 2036. Interest is payable every six months beginning February 1, 2021.</p> <p>The Bonds will be subject to prepayment at the discretion of the City on February 1, 2029 or any date thereafter.</p>
Bank Qualification:	<p>Because the City is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Bonds as "bank qualified" obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.</p>
Rating:	<p>The City's most recent bond issues were rated by S&P Global Ratings. The current ratings on those bonds are "AA+". The City will request a new rating for the Bonds.</p> <p>If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City's bond rating in the event that the bond rating of the insurer is higher than that of the City.</p>
Basis for Recommendation:	<p>Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of general obligation bonds as a suitable financing option for the following reasons:</p> <ul style="list-style-type: none"> - This is the viable options available to finance these types of projects under State law - This is the most overall cost-effective option that still maintains future flexibility for the repayment of debt - This coincides with the City's past practices to finance these types of projects with this type of debt issue

<p>Method of Sale/Placement:</p>	<p>We will solicit competitive bids for the purchase of the Bonds from underwriters and banks.</p> <p>We will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.</p> <p>If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.</p>
<p>Premium Pricing:</p>	<p>In some cases, investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered “reoffering premium.” The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or “discount”) but will pay the remainder of the premium to the City. The amount of the premium varies, but it is not uncommon to see premiums for new issues in the range of 2.00% to 10.00% of the face amount of the issue. This means that an issuer with a \$2,000,000 offering may receive bids that result in proceeds of \$2,040,000 to \$2,200,000.</p> <p>For this issue of Bonds, we have been directed to use the net premium increase the net proceeds for the project. The resulting adjustments may slightly change the true interest cost of the issue, either up or down.</p> <p>The amount of premium can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended impacts with respect to debt service payment. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the City’s objectives for this financing.</p>
<p>Review of Existing Debt:</p>	<p>We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time.</p> <p>We will continue to monitor the market and the call dates for the City’s outstanding debt and will alert you to any future refunding opportunities.</p>
<p>Continuing Disclosure:</p>	<p>Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the “MSRB”), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.</p>
<p>Arbitrage Monitoring:</p>	<p>Because the Bonds are tax-exempt obligations, the City must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the</p>

	<p>life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities will be detailed in the Tax Certificate prepared by your Bond Attorney and provided at closing. You have retained Ehlers to assist you with compliance with these rules.</p>
Investment of and Accounting for Proceeds:	<p>In order to more efficiently segregate funds for this project and maximize interest earnings, we recommend using an investment advisor, to assist with the investment of bond proceeds until they are needed to pay project costs. Ehlers Investment Partners, a subsidiary of Ehlers and registered investment advisor, will discuss an appropriate investment strategy with the City.</p>
Risk Factors:	<p>Special Assessments: We have assumed \$595,000 of pre-paid special assessments (40%) and we have assumed that assessments will be levied as projected. If the City receives a significant amount of pre-paid assessments or does not levy the assessments, it may need to increase the levy portion of the debt service to make up for lower interest earnings than the expected assessment interest rate.</p>
Other Service Providers:	<p>This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.</p> <p>Bond Counsel: Kennedy & Graven, Chartered Paying Agent: Bond Trust Services Corporation Rating Agency: S&P Global Ratings (S&P)</p>
Summary:	<p>The decisions to be made by the City Council are as follows:</p> <ul style="list-style-type: none"> • Accept or modify the finance assumptions described in this report • Adopt the resolution attached to this report.

This presale report summarizes our understanding of the City's objectives for the structure and terms of this financing as of this date. As additional facts become known or capital markets conditions change, we may need to modify the structure and/or terms of this financing to achieve results consistent with the City's objectives.

Proposed Debt Issuance Schedule

Presale Review and Public Hearing on Abatement by City Council:	April 21, 2020
Due Diligence Call to review Official Statement:	Week of April 27, 2020
Distribute Official Statement:	Week of April 27, 2020
Conference with Rating Agency:	Week of April 27, 2020
City Council Meeting to Award Sale of the Bonds:	May 5, 2020
Estimated Closing Date:	May 27, 2020

Attachments

Estimated Sources and Uses of Funds

Estimated Proposed Debt Service Schedule

Resolution Authorizing Ehlers to Proceed With Bonds Sale

Ehlers Contacts

Municipal Advisors:	Stacie Kvilvang	(651) 697-8506
	Jason Aarsvold	(651) 697-8512
	Keith Dahl	(651) 697-8595
Disclosure Coordinator:	Silvia Johnson	(651) 697-8580
Financial Analyst:	Alicia Gage	(651) 697-8551

The Preliminary Official Statement for this financing will be sent to the City Council at their home or email address for review prior to the sale date

City of Hopkins, Minnesota

\$8,585,000 General Obligation Bonds, Series 2020A

Issue Summary

Assumes Current Market BQ AA+ Rates plus 20bps

Total Issue Sources And Uses

Dated 06/08/2020 | Delivered 06/08/2020

	Improvements	Equip Cert	Trails and Mill/Overlay (Tax Abate)	Issue Summary
Sources Of Funds				
Par Amount of Bonds	\$7,885,000.00	\$225,000.00	\$475,000.00	\$8,585,000.00
Prepaid Assessments	595,000.00	-	-	595,000.00
Other City Funds (2019A Bond Proceeds)	461,000.00	-	-	461,000.00
Total Sources	\$8,941,000.00	\$225,000.00	\$475,000.00	\$9,641,000.00
Uses Of Funds				
Total Underwriter's Discount (1.000%)	78,850.00	2,250.00	4,750.00	85,850.00
Costs of Issuance	72,558.53	2,070.48	4,370.99	79,000.00
Deposit to Capitalized Interest (CIF) Fund	286,620.78	2,799.24	17,332.90	306,752.92
Deposit to Project Construction Fund	8,500,000.00	218,000.00	450,000.00	9,168,000.00
Rounding Amount	2,970.69	(119.72)	(1,453.89)	1,397.08
Total Uses	\$8,941,000.00	\$225,000.00	\$475,000.00	\$9,641,000.00

City of Hopkins, Minnesota

\$8,585,000 General Obligation Bonds, Series 2020A

Issue Summary

Assumes Current Market BQ AA+ Rates plus 20bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+	Fiscal Total
06/08/2020	-	-	-	-	-
02/01/2021	-	-	122,227.92	122,227.92	122,227.92
08/01/2021	-	-	94,425.00	94,425.00	-
02/01/2022	-	-	94,425.00	94,425.00	188,850.00
08/01/2022	-	-	94,425.00	94,425.00	-
02/01/2023	565,000.00	1.600%	94,425.00	659,425.00	753,850.00
08/01/2023	-	-	89,905.00	89,905.00	-
02/01/2024	570,000.00	1.650%	89,905.00	659,905.00	749,810.00
08/01/2024	-	-	85,202.50	85,202.50	-
02/01/2025	580,000.00	1.750%	85,202.50	665,202.50	750,405.00
08/01/2025	-	-	80,127.50	80,127.50	-
02/01/2026	590,000.00	1.850%	80,127.50	670,127.50	750,255.00
08/01/2026	-	-	74,670.00	74,670.00	-
02/01/2027	595,000.00	1.900%	74,670.00	669,670.00	744,340.00
08/01/2027	-	-	69,017.50	69,017.50	-
02/01/2028	610,000.00	2.050%	69,017.50	679,017.50	748,035.00
08/01/2028	-	-	62,765.00	62,765.00	-
02/01/2029	620,000.00	2.200%	62,765.00	682,765.00	745,530.00
08/01/2029	-	-	55,945.00	55,945.00	-
02/01/2030	625,000.00	2.250%	55,945.00	680,945.00	736,890.00
08/01/2030	-	-	48,913.75	48,913.75	-
02/01/2031	605,000.00	2.350%	48,913.75	653,913.75	702,827.50
08/01/2031	-	-	41,805.00	41,805.00	-
02/01/2032	620,000.00	2.450%	41,805.00	661,805.00	703,610.00
08/01/2032	-	-	34,210.00	34,210.00	-
02/01/2033	630,000.00	2.550%	34,210.00	664,210.00	698,420.00
08/01/2033	-	-	26,177.50	26,177.50	-
02/01/2034	640,000.00	2.600%	26,177.50	666,177.50	692,355.00
08/01/2034	-	-	17,857.50	17,857.50	-
02/01/2035	660,000.00	2.650%	17,857.50	677,857.50	695,715.00
08/01/2035	-	-	9,112.50	9,112.50	-
02/01/2036	675,000.00	2.700%	9,112.50	684,112.50	693,225.00
Total	\$8,585,000.00	-	\$1,891,345.42	\$10,476,345.42	-

Yield Statistics

Bond Year Dollars	\$80,206.40
Average Life	9.343 Years
Average Coupon	2.3580978%
Net Interest Cost (NIC)	2.4651341%
True Interest Cost (TIC)	2.4671002%
Bond Yield for Arbitrage Purposes	2.3449245%
All Inclusive Cost (AIC)	2.5809682%

IRS Form 8038

Net Interest Cost	2.3580978%
Weighted Average Maturity	9.343 Years

City of Hopkins, Minnesota

\$8,585,000 General Obligation Bonds, Series 2020A

Issue Summary

Assumes Current Market BQ AA+ Rates plus 20bps

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	Fiscal Total
06/08/2020	-	-	-	-	-	-	-
02/01/2021	-	-	122,227.92	122,227.92	(122,227.92)	-	-
08/01/2021	-	-	94,425.00	94,425.00	(92,262.50)	2,162.50	-
02/01/2022	-	-	94,425.00	94,425.00	(92,262.50)	2,162.50	4,325.00
08/01/2022	-	-	94,425.00	94,425.00	-	94,425.00	-
02/01/2023	565,000.00	1.600%	94,425.00	659,425.00	-	659,425.00	753,850.00
08/01/2023	-	-	89,905.00	89,905.00	-	89,905.00	-
02/01/2024	570,000.00	1.650%	89,905.00	659,905.00	-	659,905.00	749,810.00
08/01/2024	-	-	85,202.50	85,202.50	-	85,202.50	-
02/01/2025	580,000.00	1.750%	85,202.50	665,202.50	-	665,202.50	750,405.00
08/01/2025	-	-	80,127.50	80,127.50	-	80,127.50	-
02/01/2026	590,000.00	1.850%	80,127.50	670,127.50	-	670,127.50	750,255.00
08/01/2026	-	-	74,670.00	74,670.00	-	74,670.00	-
02/01/2027	595,000.00	1.900%	74,670.00	669,670.00	-	669,670.00	744,340.00
08/01/2027	-	-	69,017.50	69,017.50	-	69,017.50	-
02/01/2028	610,000.00	2.050%	69,017.50	679,017.50	-	679,017.50	748,035.00
08/01/2028	-	-	62,765.00	62,765.00	-	62,765.00	-
02/01/2029	620,000.00	2.200%	62,765.00	682,765.00	-	682,765.00	745,530.00
08/01/2029	-	-	55,945.00	55,945.00	-	55,945.00	-
02/01/2030	625,000.00	2.250%	55,945.00	680,945.00	-	680,945.00	736,890.00
08/01/2030	-	-	48,913.75	48,913.75	-	48,913.75	-
02/01/2031	605,000.00	2.350%	48,913.75	653,913.75	-	653,913.75	702,827.50
08/01/2031	-	-	41,805.00	41,805.00	-	41,805.00	-
02/01/2032	620,000.00	2.450%	41,805.00	661,805.00	-	661,805.00	703,610.00
08/01/2032	-	-	34,210.00	34,210.00	-	34,210.00	-
02/01/2033	630,000.00	2.550%	34,210.00	664,210.00	-	664,210.00	698,420.00
08/01/2033	-	-	26,177.50	26,177.50	-	26,177.50	-
02/01/2034	640,000.00	2.600%	26,177.50	666,177.50	-	666,177.50	692,355.00
08/01/2034	-	-	17,857.50	17,857.50	-	17,857.50	-
02/01/2035	660,000.00	2.650%	17,857.50	677,857.50	-	677,857.50	695,715.00
08/01/2035	-	-	9,112.50	9,112.50	-	9,112.50	-
02/01/2036	675,000.00	2.700%	9,112.50	684,112.50	-	684,112.50	693,225.00
Total	\$8,585,000.00	-	\$1,891,345.42	\$10,476,345.42	(306,752.92)	\$10,169,592.50	-

City of Hopkins, Minnesota

\$8,585,000 General Obligation Bonds, Series 2020A

Issue Summary

Assumes Current Market BQ AA+ Rates plus 20bps

Detail Costs Of Issuance

Dated 06/08/2020 | Delivered 06/08/2020

COSTS OF ISSUANCE DETAIL

Municipal Advisor	\$54,000.00
Bond Counsel	\$11,500.00
Rating Agency Fee	\$12,500.00
Miscellaneous	\$1,000.00
TOTAL	\$79,000.00

City of Hopkins, Minnesota

\$8,585,000 General Obligation Bonds, Series 2020A

Issue Summary

Assumes Current Market BQ AA+ Rates plus 20bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total	Assessments &	
								Utility Rev	Levy/(Surplus)
02/01/2021	-	-	122,227.92	122,227.92	(122,227.92)	-	-	-	-
02/01/2022	-	-	188,850.00	188,850.00	(184,525.00)	4,325.00	4,541.25	525,043.98	(520,502.73)
02/01/2023	565,000.00	1.600%	188,850.00	753,850.00	-	753,850.00	791,542.50	522,367.98	269,174.52
02/01/2024	570,000.00	1.650%	179,810.00	749,810.00	-	749,810.00	787,300.50	519,691.99	267,608.51
02/01/2025	580,000.00	1.750%	170,405.00	750,405.00	-	750,405.00	787,925.25	517,015.98	270,909.27
02/01/2026	590,000.00	1.850%	160,255.00	750,255.00	-	750,255.00	787,767.75	514,339.98	273,427.77
02/01/2027	595,000.00	1.900%	149,340.00	744,340.00	-	744,340.00	781,557.00	511,663.97	269,893.03
02/01/2028	610,000.00	2.050%	138,035.00	748,035.00	-	748,035.00	785,436.75	508,987.97	276,448.78
02/01/2029	620,000.00	2.200%	125,530.00	745,530.00	-	745,530.00	782,806.50	506,311.97	276,494.53
02/01/2030	625,000.00	2.250%	111,890.00	736,890.00	-	736,890.00	773,734.50	503,635.98	270,098.52
02/01/2031	605,000.00	2.350%	97,827.50	702,827.50	-	702,827.50	737,968.88	500,959.98	237,008.90
02/01/2032	620,000.00	2.450%	83,610.00	703,610.00	-	703,610.00	738,790.50	498,283.97	240,506.53
02/01/2033	630,000.00	2.550%	68,420.00	698,420.00	-	698,420.00	733,341.00	495,607.97	237,733.03
02/01/2034	640,000.00	2.600%	52,355.00	692,355.00	-	692,355.00	726,972.75	492,931.96	234,040.79
02/01/2035	660,000.00	2.650%	35,715.00	695,715.00	-	695,715.00	730,500.75	490,255.97	240,244.78
02/01/2036	675,000.00	2.700%	18,225.00	693,225.00	-	693,225.00	727,886.25	487,579.95	240,306.30
Total	\$8,585,000.00	-	\$1,891,345.42	\$10,476,345.42	(306,752.92)	\$10,169,592.50	\$10,678,072.13	\$7,594,679.60	\$3,083,392.53

Significant Dates

Dated	6/08/2020
First Coupon Date	2/01/2021

Yield Statistics

Bond Year Dollars	\$80,206.40
Average Life	9.343 Years
Average Coupon	2.3580978%
Net Interest Cost (NIC)	2.4651341%
True Interest Cost (TIC)	2.4671002%
Bond Yield for Arbitrage Purposes	2.3449245%
All Inclusive Cost (AIC)	2.5809682%



EMERGENCY ORDINANCE AUTHORIZING LATE PENALTY WAIVERS FOR UTILITY BILLS

Proposed Action.

Staff recommends that the Council approve the following motion: Move to adopt Ordinance 20-1151 An Emergency Ordinance Authorizing Late Penalty Waivers During or Immediately Following a State or Local Emergency.

Overview:

Hopkins residents and business owners are experiencing financial stress as a result of COVID-19. The proposed ordinance would provide relief from penalties associated with delinquent utility accounts. The planned duration is for invoices issued from April 1, 2020 through June 1, 2020 and could be extended. During this time, utility customers unable to make their regular payment by the due date will not be assessed a 10% late penalty as outlined in City Code Sections 34-25, 40-25 and 40-251.

The relief applies to the 10% late penalty only; it does not apply to any previously assessed fees. Payment of the balance for all utility services will still be required. Balances can be paid at any time. The City will continue to certify delinquent amounts based on City policy. Delinquent amounts dated prior to June 1, 2020 will be certified as assessments and payable with 2021 property taxes. Delinquent amounts dated June 1, 2020 and later will be certified as assessments and payable with 2022 taxes

In a normal month, approximately 8% of the total utility service charges are not paid on time and receive a penalty. In 2019, the average penalties collected per month was \$4,500. Penalties accounted for 0.8% of total revenue in the water, sewer, storm sewer and refuse utility funds.

The City of Hopkins sends invoices to approximately 3,500 utility customers each month for water, sewer, storm sewer and refuse service (not all customers receive all services). The typical cycle of a utility bill is:

- 1st of the Month – Invoices are finalized and available electronically. Invoices are printed and mailed within 48 hours.
- 20th of the Month – Payment is due.
- 23rd of the Month – After a three-day grace period, penalties are applied for non-payment. The penalty is 10% of the current balance due.
- Dates are adjusted for weekends and holidays.

The City last applied penalties on March 25. Penalties will be applied on April 23 and invoices finalized on May 1.

Due to the time sensitive nature of the process, City Charter Chapter 3 allows the City Council to adopt an emergency ordinance. The ordinance may be adopted after its first reading and take effect immediately after its adoption. The City Attorney has reviewed the proposed ordinance.

Primary Issues to Consider

- The City has budgeted penalty collections of \$11,000 during this time period.

Supporting Information:

- Ordinance 2020-1151



Nick Bishop, CPA
Finance Director

Financial Impact	<u>\$11,000 Utility Revenue</u>	Source:	<u>Utility Funds</u>
Budgeted: Y/N	<u>No</u>	Related Documents:	<u>2020 Annual Budget</u>
Notes:	<u></u>		

**CITY OF HOPKINS
COUNTY OF HENNEPIN**

EMERGENCY ORDINANCE NO. 2020-1151

**AN EMERGENCY ORDINANCE AUTHORIZING LATE PENALTY WAIVERS
DURING OR IMMEDIATELY FOLLOWING A STATE OR LOCAL EMERGENCY**

WHEREAS, on March 11, 2020, the World Health Organization determined that the COVID-19 outbreak constitutes a pandemic. On March 13, 2020, President Trump declared a national state of emergency as a result of the pandemic; and

WHEREAS, on March 13, 2020, Governor Tim Walz issued Emergency Executive Order 20-01 declaring a state of peacetime emergency to address the COVID-19 pandemic in Minnesota; and

WHEREAS, on March 16, 2020, Mayor Jason Gadd signed Mayoral Declaration No. 2020-1, which declared the existence of a local emergency in the City of Hopkins, Minnesota. On the same date, the Hopkins City Council adopted Resolution 2020-014, which extended Mayor Gadd's emergency declaration until further council action; and

WHEREAS, section 3.01 of the City Charter allows the City Council to adopt an emergency ordinance if the emergency is defined in the preamble thereto and the ordinance is adopted by at least four members of the City Council; and

WHEREAS, due to the ongoing pandemic, many businesses are unable to conduct operations as usual and, accordingly, numerous individuals throughout the state have been either laid-off or furloughed by their employers. As a result, many individuals and businesses are struggling to meet their financial obligations, including the timely payment of city charges and fees; and

WHEREAS, pursuant to express language contained throughout the Hopkins City Code, including, for example, sections 34-28(c), 40-25, 40-251(i), the City is required to impose late penalties against account holders that fail to make timely payments in full; and

WHEREAS, in an effort to provide immediate relief to those that are unable to pay their utility bills or any other city fees in a timely fashion due to the ongoing emergency circumstances, the City Council desires to adopt this emergency ordinance to allow the implementation of city-wide waivers for various late penalties that are otherwise mandated by the city code.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HOPKINS
HEREBY ORDAINS AS FOLLOWS:**

SECTION 1. During any ongoing state or local emergency or during the aftermath of such an emergency, City staff shall have the discretion to waive late penalties that are otherwise required to be imposed pursuant to the Hopkins City Code, including, but not necessarily limited to,

sections 34-28(c), 40-25, and 40-251(i). During any period where such a waiver is deemed appropriate for any particular fee type and therefore implemented by staff, it shall apply collectively to all persons or entities that fail to make a timely payment of such fee type during the temporary waiver period. Upon the eventual reinstatement of late penalties following any temporary waiver period authorized herein, subsequent late penalties shall only be imposed on charges that are incurred after the waiver period is lifted and such penalties shall not apply to any past due charges that accumulated during the applicable waiver period.

SECTION 2. This emergency ordinance shall not be codified but rather shall be kept and maintained with other uncodified ordinances on file with the city.

SECTION 3. The effective date of this emergency ordinance shall be the date of its adoption, as set forth below.

Approved by the City Council of the City of Hopkins on this 21 day of April, 2020.

By: _____
Jason Gadd, Mayor

ATTEST:

Amy Domeier, City Clerk



April 21, 2020

Council Report 2020-020

EMERGENCY ORDINANCE AMENDING CHAPTER 4 OF THE HOPKINS CITY CODE REGARDING LIQUOR LICENSE FEES

Proposed Action

Staff recommends adoption of the following motion: Move to adopt Ordinance 2020-1150 An Emergency Ordinance Amending Chapter 4 of the Hopkins City Code Regarding Liquor License Fees.

Overview

The renewal date for all liquor licenses is July 1, 2020. Applications for renewal of an existing license shall be made at least sixty days prior to the date of expiration. The city's liquor ordinance (Section 4-59) requires full payment at the time of application/renewal. Bars and restaurants have been affected by Governor Walz's mandated closures. Staff wanted to develop payment options for license holders for this renewal period.

The proposed ordinance allows for a two-installment approach to be utilized whenever on-sale businesses were required to close during the previous six months leading up to the license term. License holders will be required to pay half of their renewal fees at the time of renewal and the remainder by November 15. Missed payments are considered a license violation under the code that subject licensees to suspension/revocation. The payment plan applies only to on-sale licenses that are needed to continue operations. License fees for sidewalk cafés and on-sale public premise are not part of the payment plan and will be due at the time of application. .

Due to the time sensitive nature of the process, City Charter Chapter 3 allows the City Council to adopt an emergency ordinance. The ordinance may be adopted after its first reading and take effect immediately after its adoption. The City Attorney has reviewed the proposed ordinance.

Primary Issues to Consider

- There are currently 17 businesses that would qualify to use the payment plan.
- Estimated revenue is \$80,350 for all on-sale licenses.
- The emergency ordinance is effective immediately upon its passage.

Supporting Documents

- Proposed Ordinance 2020-1150

Amy Domeier

Amy Domeier, City Clerk

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

**CITY OF HOPKINS
COUNTY OF HENNEPIN**

EMERGENCY ORDINANCE NO. 2020-1150

**AN EMERGENCY ORDINANCE AMENDING CHAPTER 4 OF THE
HOPKINS CITY CODE REGARDING LIQUOR LICENSE FEES**

WHEREAS, on March 11, 2020, the World Health Organization determined that the COVID-19 outbreak constitutes a pandemic. On March 13, 2020, President Trump declared a national state of emergency as a result of the pandemic; and

WHEREAS, on March 13, 2020, Governor Tim Walz issued Emergency Executive Order 20-01 declaring a state of peacetime emergency to address the COVID-19 pandemic in Minnesota; and

WHEREAS, on March 16, 2020, Mayor Jason Gadd signed Mayoral Declaration No. 2020-1, which declared the existence of a local emergency in the City of Hopkins, Minnesota. On the same date, the Hopkins City Council adopted Resolution 2020-1150, which extended Mayor Gadd's emergency declaration until further council action; and

WHEREAS, since March 17, 2020, all restaurants and bars in the state of Minnesota have been unable to provide dine-in services due to the ongoing pandemic. These limitations have had a substantial impact on bars and restaurants located in the City of Hopkins that rely heavily on dine-in customers for food and beverage sales; and

WHEREAS, section 3.01 of the City Charter allows the City Council to adopt an emergency ordinance if the emergency is defined in the preamble thereto and the ordinance is adopted by at least four members of the City Council; and

WHEREAS, due to the imminent due date for city-issued on-sale liquor license applications, the City Council desires to adopt this emergency ordinance in order to immediately provide on-sale liquor license applicants the option to pay their annual license fee in two installments rather than requiring the entire amount to be paid at the time the application is filed with the city.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HOPKINS HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Section 4-59 of the Hopkins City Code is hereby amended to add the double-underlined language as follows:

Sec. 4-59. - Fees.

- (a) The city council may establish by resolution the fees for any type of the license or permit authorized herein, including fees for amendments thereto. Fees shall not exceed any limit established by M.S.A. ch. 340A.
- (b) No fee shall be increased by the city without providing mailed notice of a hearing on the proposed increase to all affected licensees at least 30 days before the hearing.

- (c) The fee for all licenses and permits, except for those that are temporary and those related to amendments, granted after the commencement of the license or permit term shall be prorated on a quarterly basis and all fees shall be paid in full at the time the application is filed with the city. If the application is denied, the license or permit fee shall be returned to the applicant.
- (d) Off-sale intoxicating liquor license applicants may request a reduction in their annual license fee by the amount specified in M.S.A. § 340A.408 if at the time of initial application or renewal they:
 - (1) Agree to have a private vendor approved by the city train all employees within 60 days of hire and annually thereafter in laws pertaining to the sale alcohol, the rules for identification checks, and the responsibilities of establishments serving intoxicating liquors;
 - (2) Post a policy requiring identification checks for all persons appearing to be 30 years old or less; and
 - (3) Establish a written cash award and incentive program to award employees who catch underage drinkers and a written penalty program to punish employees in the event of a failed compliance check.
- (e) Notwithstanding section 4-59(c) above, an applicant for any annual, city-issued on-sale license or permit may pay the city's established fee for such license or permit in two equal installments if during the six months immediately prior to the term for which the applicant is making application there was a duly declared state or local emergency that required on-sale establishments in the city to cease on-sale activities. The first such installment shall be paid in full at the time the application is filed with the city and the second such installment shall be paid in full on or before November 15 of the license or permit term.
- (f) The failure to pay any license or permit fee when it becomes due pursuant to this section shall be grounds for the denial, suspension, or revocation of a license or permit as otherwise provided in section 4-61.

SECTION 2. The effective date of this emergency ordinance shall be the date of its adoption, as set forth below.

Approved by the City Council of the City of Hopkins on this 21st day of April, 2020.

By: _____
Jason Gadd, Mayor

ATTEST:

Amy Domeier, City Clerk