

HOPKINS CITY COUNCIL

AGENDA

Tuesday, May 18, 2021

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

IV. CONSENT AGENDA

1. Minutes of the May 4, 2021 City Council Regular Meeting Proceedings
2. Minutes of the May 11, 2021 City Council Work Session Proceedings
3. Approval of Election Administration Agreement between the City of Hopkins and Hopkins Independent School District 270; Domeier
4. Approval of Tobacco License Application for Vintage Spirits LLC dba Ace Spirits; Domeier
5. Approval of Temporary Liquor License for Hopkins Elks Lodge #2221
6. Extension of On- Sale Liquor License for Pizza Luce VI, Inc. dba Pizza Luce VI; Domeier
7. Second Reading of Ordinance 2021-1165; Lenz
8. Hopkins Village Addition Alley Easement Vacation - Second reading of Ordinance 2021-1169 Vacating an Alley Easement Over Hopkins Village Addition; Lindahl
9. 11524 Excelsior Boulevard – Second Reading of Ordinance 2021-1168 Establishing the Zoning Classification as B-3, General Business District; Lindahl

V. PUBLIC HEARING

VI. OLD BUSINESS

VII. NEW BUSINESS

1. Order Feasibility Report – 2022 Street and Utility Improvements, City Project 2021-010; Klingbeil
2. Request for Financial Assistance – Blake Road Station; Elverum
3. First Quarter Financial Report; Bishop

VIII. PUBLIC COMMENT

IX. ANNOUNCEMENTS

- Next Regular City Council Meeting: Tuesday, June 1 at 7:00 p.m.
- Next City Council Work Session: Tuesday, June 8 at 6:30 p.m.

X. ADJOURN

DUE TO THE COVID-19 HEALTH PANDEMIC, THE CITY COUNCIL'S REGULAR MEETING PLACE IS NOT AVAILABLE TO THE PUBLIC WITHOUT RESERVATIONS IN ADVANCE. MEMBERS OF THE PUBLIC WHO DESIRE TO MONITOR THE MEETING REMOTELY, 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.)

**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
MAY 4, 2021**

CALL TO ORDER

Pursuant to due call and notice thereof a regular meeting of the Hopkins City Council was held on Tuesday, May 4, 2021 at 7:03 p.m. in the Council Chambers at City Hall, 1010 1st Street South.

Mayor Gadd called the meeting to order with Council Members Beck, Brausen, Halverson and Hunke attending. Others attending included City Manager Mornson, Assistant City Manager Lenz, Director of Public Works Stadler, Finance Director Bishop, Director of Planning and Development Elverum, Planner Lindahl, City Clerk Domeier, Building Official Kearney and City Attorney Riggs.

Mayor Gadd provided information on the meeting format and other opening remarks.

ADOPT AGENDA

Mayor Gadd added a Presentation item to the agenda for the Hopkins Elks Lodge #2221.

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

Motion to Adopt the Agenda as modified.

Ayes: Beck, Brausen, Halverson, Hunke, Gadd.

Nays: None. Motion carried.

PRESENTATIONS

Danielle Arthur with the Hopkins Elks Lodge #2221 shared information about their 60th Anniversary events.

CONSENT AGENDA

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

Motion to Approve the Consent Agenda.

1. Minutes of the April 20, 2021 City Council Regular Meeting Proceedings
2. Second Reading of Ordinance 2021-1164; Kearney
3. Ratify Checks Issued in April 2021; Bishop

Ayes: Beck, Brausen, Halverson, Hunke, Gadd

Nays: None. Motion carried.

PUBLIC HEARING

V.1. Public Hearing on the Approval of a Housing Program for a Multifamily Housing Development and the Issuance of Housing Revenue Bonds for the Benefit of Raspberry Ridge Limited Partnership; Bishop

Finance Director Bishop provided a summary of Council Report 2021-047. Raspberry Ridge Limited Partnership has applied for and received authorization from Minnesota

**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
MAY 4, 2021**

Management and Budget to issue up to \$22 million of housing revenue bonds. They are asking the City of Hopkins to issue \$21.3 million of conduit revenue bonds on their behalf.

Council Member Hunke confirmed that any of the out-of-pocket expenses to the City are covered by the applicant. Mr. Bishop confirmed.

Mayor Gadd opened the Public Hearing at 7:12 p.m. No comments were received.

Dan Walsh with Trellis provided a thank you to all involved in the project.

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

Motion to close the Public Hearing at 7:14 p.m.

Ayes: Beck, Brausen, Halverson, Hunke, Gadd.

Nays: None. Motion carried.

Motion by Brausen. **Second** by Hunke.

Motion to Approve Resolution 2021-026 Approving the Issuance of Conduit Revenue Bonds by the City of Hopkins for the Benefit of Raspberry Ridge Limited Partnership.

Ayes: Beck, Brausen, Halverson, Hunke, Gadd.

Nays: None. Motion carried.

V.2. First Reading: Hopkins Village Addition Alley Easement Vacation; Lindahl

City Planner Lindahl provided a summary of Council Report 2021-048. Raspberry Ridge Limited Partnership, on behalf of Community Housing Development Corporation, requests vacation of the existing easement for public alley and thoroughfare purposes in favor of the City of Hopkins over Hopkins Village Addition.

Council Member Halverson confirmed that the easement designed is just for access and not utilities. City Planner Lindahl confirmed.

Mayor Gadd opened the Public Hearing at 7:18 p.m. No comments were received.

Motion by Brausen. **Second** by Hunke.

Motion to close the Public Hearing at 7:19 p.m.

Ayes: Beck, Brausen, Halverson, Hunke, Gadd.

Nays: None. Motion carried.

Motion by Beck. **Second** by Hunke.

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Motion to adopt Resolution 2021-025, approving the first reading of Ordinance 2021-1169 vacating an alley easement over Hopkins Village Addition.

Ayes: Beck, Brausen, Halverson, Hunke, Gadd.

Nays: None. Motion carried.

NEW BUSINESS

VII.1. Conditional Use Permit Amendment for Meadowbrook Golf Course; Lindahl

City Planner Lindahl provided a summary of Council Report 2021-046. Minneapolis Park and Recreation Board (MPRB) requests an amendment to its existing conditional use permit (CUP) for an outdoor recreational use (Meadowbrook Golf Course) within a residential area to construct a new permanent golf clubhouse.

Jason Gadd confirmed that the amendment has been reviewed by the City Attorney without issue. City Planner Lindahl confirmed. Council Member Halverson questioned the Planning and Zoning recommendation. Mr. Lindahl replied that the Commission recommended approval. Ms. Halverson questioned the footprint of the building and previous temporary trailer. Michael Schroeder with the Minneapolis Park Board provided information about the footprint of the building and proposed uses.

Council Member Brausen shared concerns about the conditional use permit standards and the broader uses that could be on the property. Mr. Schroeder talked about the average loss per year at the golf course. He talked about their enterprise operations, limiting factors with project costs and future food and beverage options. Mayor Gadd also acknowledged that part of the golf course is in St. Louis Park.

Council Member Hunke questioned if residents could have access to the food truck and beverages. Mr. Schroeder welcomed neighbors to enjoy the golf community. The proposed food truck and outdoor seating will be located in the patio area or in the area of the former clubhouse.

Mayor Gadd confirmed the energy conservation information and lighting plan will be submitted. Mr. Lindahl confirmed that the applicant has supplied the materials.

Council Member Hunke question the construction timeline. Mr. Schroeder stated it will start this fall in anticipation for use in spring, 2022.

City Manager Mornson talked about a request for payment in lieu of taxes. He stated that staff has been advised that the conditional use permit cannot be tied to the payment in lieu of taxes. He noted that conversations have started with the Minneapolis Park Board about options for the future tax payments adding that the applicant paid a large special assessment last year. City Attorney Riggs also talked about the conditions and the legislative fix summarized by Mr. Mornson. Council Member Brausen requested that the issue be addressed again in a couple years.

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MAY 4, 2021**

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

Motion to adopt Resolution 2021-022, approving an amendment to the existing conditional use permit for Meadowbrook Golf Course allowing construction of a new permanent golf clubhouse building, subject to conditions.

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

VII.2. First Reading: Comprehensive Plan Amendment and Rezoning for 11524 Excelsior Boulevard; Lindahl

City Planner Lindahl provided a summary of Council Report 2021-047. The application was initiated by staff as a “housekeeping” item to assign future land use and zoning classifications to property annexed from Minnetonka into Hopkins.

Motion by Hunke. **Second** by Beck.

Motion to adopt Resolution 2021-023, approving a Comprehensive Plan Amendment establishing the Future Land Use designation for the property located at 11524 Excelsior Boulevard (PID 23-117-22-44-0160) as Neighborhood Center, subject to conditions.

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

Motion by Beck. **Second** by Hunke.

Motion to adopt Resolution 2021-024, approving the first reading of Ordinance 2021-1168 establishing the zoning for the property located at 11524 Excelsior Boulevard (PID 23-117-22-44-0160) as B-3, General Business District, subject to conditions.

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

VII.3. First Reading: Ordinance Amending Chapter 2; Article IV of the Hopkins City Code regarding Boards, Commissions, Committees and Similar Bodies; Lenz

Assistant City Manager Lenz provided a summary of Council Report 2021-031. Adoption of the proposed ordinance will establish two additional seats on the Park Board, clarify the length terms created by vacated positions, and allow for the City Council to appoint non-voting student members.

Mayor Gadd confirmed the new ordinance was reviewed by the City Attorney. Assistant City Manager Lenz confirmed. Council Member Brausen questioned the residency of the youth members. Ms. Lenz clarified that the residency may include a student at Hopkins

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REGULAR MEETING PROCEEDINGS
MAY 4, 2021**

High School, Blake School or Ubah Medical Academy even though they do not live in Hopkins boundaries.

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

Motion to adopt for first reading Ordinance 2021-1165 An Ordinance Amending Chapter 2, Article IV of the Hopkins City Code Regarding Boards, Commissions, Committees and Similar Bodies.

Ayes: Beck, Brausen, Halverson, Hunke, Gadd.

Nays: None. Motion carried.

ANNOUNCEMENTS

Mayor Gadd provided the upcoming meeting schedule.

ADJOURNMENT

There being no further information to come before the City Council and upon a motion by Brausen, second by Hunke, the meeting was unanimously adjourned at 7:57 p.m.

Respectfully Submitted,
Amy Domeier, City Clerk

ATTEST:

Jason Gadd, Mayor

Amy Domeier, City Clerk

**HOPKINS CITY COUNCIL
WORK SESSION PROCEEDINGS
MAY 11, 2021**

CALL TO ORDER

Pursuant to due call and notice thereof a work session of the Hopkins City Council was held on Tuesday, May 11, 2021 at 6:30 p.m. in the Council Chambers at City Hall, 1010 1st Street South.

Mayor Gadd called the meeting to order with Council Members Beck, Brausen, Halverson and Hunke attending. Others attending included City Manager Mornson, Assistant City Manager Lenz, Director of Public Works Stadler, Director of Planning and Development Elverum, Planner Lindahl and Community Development Coordinator Youngquist.

Mayor Gadd provided information on the meeting format and other opening remarks.

1118 Mainstreet – Hopkins Apartments Concept Plan Discussion; Lindahl

City Planner Lindahl provided a summary of the staff memo. The City Council was asked to consider deviating from the 44 units per acre density standard and the four story and 45' building height standard. Bill Beard and Paul Gamst with the Beard Group provided a presentation on the proposed project highlighting the building height and density. The Beard Group would not move forward with the project without the deviations requested.

Council Member Beck shared that he was not concerned about the density or building height on the Mainstreet elevation but had concerns about the backside elevations for the Citigables complex. He preferred to do something to mitigate the height towards the Citigables complex and to use the PUD process.

Council Member Brausen echoed Mr. Beck's comments about the density and the building having less of an impact on the Citigables residents. He added that because the developer owns the property and is not requesting financing it allows the City to avoid a hole on Mainstreet. He also talked about the goal to grow Mainstreet to the west and this type of residency would help do that along with the commercial space. Mr. Brausen was concerned about a comment that Hopkins was trying to create another "uptown" in which he disagrees and instead chooses to seize the opportunity to grow the west side of Mainstreet.

Council Member Hunke agreed that the Mainstreet elevation matches other building heights on Mainstreet but the slope that goes down to Citigables raises concerns for him. Mr. Gamst talked about the obstacles with lowering the building stating that the parking elevations would be in water. Mr. Hunke talked about the density based upon the proposed units and the changes that could be made to the parking based on the density. Mr. Gamst referred to the market study that said the density mix proposed would make the project successful. Mr. Hunke shared the same concerns about the impact to Citigables.

Discussion ensued about building elevations and the screening along the Citigables property. Mr. Beard talked about landscaping and building exterior materials options to

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mitigate some of the Citigables concerns. Mr. Hunke suggested that the developer meet with the group going through the new zoning code standards. Mr. Lindahl provided an update on the zoning code process and anticipated the group would discuss those standards in mid-June. Mr. Brausen preferred to not hold the developer up in the process as the group develops potentially new building height standards.

Council Member Halverson stated she was in agreement with the proposed density and that the City Council needs to be mindful of the project impact on Citigables. She wanted the developer to find a way to minimize the impact to Citigables noting that they have been used to seeing a parking lot and not a large building to that direction.

Mayor Gadd supports the project as it meets the goal of expanding Mainstreet to the west. He was comfortable with the higher density and building height but shared in concerns about the impacts to Citigables. He questioned if the City Council had a maximum height on Mainstreet at four stories. Mr. Brausen was open to the discussion. Mr. Hunke had concerns about the building height being at four stories max on Mainstreet to maintain the small town feel.

Mayor Gadd summarized that more discussion is needed regarding the Citigables transition and the building elevation along Mainstreet. Mr. Hunke shared concerns about the building height. Mr. Beck did not share the same concerns based upon the location and allowing for relief to Citigables on the backside of the building. Mayor Gadd preferred the four stories on Mainstreet but was willing to consider additional stories if it mitigated some of the Citigables issues.

800 – 5th Street South Redevelopment Discussion; Lindahl

City Planner Lindahl provided a summary of the staff memo. The City Council was asked to consider comprehensive plan amendment to allow redevelopment of the site into a mixed use development, how the development will blend into the surrounding neighborhood, types of housing units and density and the building height. Kristin Myhre, President of Eagle Ridge Partners, made an introductory presentation regarding potential redevelopment of their property located at 800 – 5th Street South. The subject property is 9 acres in size and currently used as a single story business center with office, warehouse and showroom uses. Nate Enger and Neil Reardon with ESG provided a presentation focusing on the urban design elements and proposed density. Mr. Lindahl provided a summary of the comprehensive plan and map related to the proposed redevelopment project.

Council Member Halverson questioned if the proposed townhomes would be owner occupied. Ms. Myhre replied yes but noted about seven units would be rental. She stated there potential for senior housing cooperative.

Council Member Brausen supported the development if it could fit the neighborhood. He looked forward to learning more about the project and the prospective of having owner occupied units.

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WORK SESSION PROCEEDINGS
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Council Member Beck supported the development and appreciates the intent to add sidewalks to the area. He appreciates the interest in senior housing but wondered if it was the best location for senior housing given the distance to walk anywhere.

Council Member Hunke thought the project is on the right track. He stated that edges are very important on this site, walk up units on street level would be great, good urban design and walkability and owner occupied townhouses are a benefit. He questioned if the four lots would become separate ownership and the City maintains the street or will it be private. Mr. Lindahl replied that the concept has not evolved that far yet. Mayor Gadd also supported the project sharing similar comments already mentioned. Ms. Halverson concurred.

Assistant City Manager questioned the use of the Westside name. Ms. Myhre stated that a new name and branding will be developed.

Mr. Lindahl highlighted that the project is very preliminary in the process. The project was not on the radar during the comprehensive plan development so Mr. Lindahl anticipated a lot of neighborhood engagement for the project. He stated the next steps include a concept plan review before the Planning Commission and City Council as well as neighborhood meetings.

ADJOURNMENT

There being no further information to come before the City Council and upon a motion by Brausen, second by Hunke, the meeting was unanimously adjourned at 8:36 p.m.

Respectfully Submitted,
Amy Domeier, City Clerk

ATTEST:

Jason Gadd, Mayor

Amy Domeier, City Clerk



May 18, 2021

Council Report 2021-044

Approval of Election Administration Agreement between the City of Hopkins and Hopkins Independent School District 270

Proposed Action

Staff recommends adoption of the following motion: Approve the 2021 Election Administration Agreement between the City of Hopkins and the Hopkins Independent School District #270.

Adoption of this motion will approve the 2021 Election Administration Agreement between the City of Hopkins and the Hopkins Independent School District #270 (the “School District”).

Overview

The School District approved the 2021 administration agreement and resolution designating the Hopkins Ballot Board as the ISD #270 Ballot Board and the Hopkins City Clerk as designated co-election official. Minnesota State Statute specifies the formula and specific election expenses that can be charged to the School District. The agreement includes other costs the School District will pay including one additional precinct that accommodates the Edina residents that are in the Hopkins School District. The City will also bill the School District for are the actual costs of the election and early voting along with a portion of the City Clerk’s time spent on the election.

Primary Issues to Consider

Does the City Council want to approve the 2021 Election Administration Agreement with the Hopkins School District #270?

Supporting Documents

- The 2021 Election Administration Agreement between the City and the Hopkins School District #270.
- School Board Resolution approved at the April 27, 2021 Board meeting.

Amy Domeier, City Clerk

Financial Impact: Approx. \$25,000 Budgeted: Y/N _Y_ Source: _____
Related Documents (CIP, ERP, etc.): _____

**ELECTION ADMINISTRATION AGREEMENT
BETWEEN THE CITY OF HOPKINS AND
HOPKINS INDEPENDENT SCHOOL DISTRICT 270**

This election administration agreement (“Agreement”) is made between the City of Hopkins (“City”), and the Hopkins Independent School District 270, herein referred to as the for the administration of 2021 School District elections.

In consideration of the mutual promises contained herein, the parties hereby agree as follows:

(A) Election Services

The City agrees to provide election services for the School District for the 2021 Election cycle using the City’s polling places and Edina precinct polling location. The election services provided by the City to the School District under this Agreement include, but are not necessarily limited to, the following (collectively, the “Election Services”):

1. Require the City Clerk to attend training required for the 2021 election cycle under Minnesota Statutes § 204B.25; Minnesota Rules, part 8240.0100, Subpart. 7; Minn. R. 8240.1750; Minn. R. 8240.2700; and Minn. R. 8240.2800;
2. Coordinate election activities among City Clerks and/or their designees from all cities that have residents within the boundaries of the School District;
3. Order all ballots for the election;
4. Coordinate all equipment, staff and supplies necessary to distribute absentee voting and early voting materials at Hopkins City Hall;
5. Coordinate all necessary equipment, staffing and supplies for the School District precinct in Edina;
6. Coordinate the publication of all notices with the School District Secretary;
7. Recruit, hire, schedule and train election judges pursuant to Minn. Stat. § 204B.25 for the Edina precinct;
8. On election day supervise all election activities at the Edina precinct, including closing the precinct, obtaining election results, and reporting such results to the School District;

9. On election day provide staff to make periodic deliveries to the Edina precinct, troubleshoot election equipment issues at the Edina precinct, answer questions from Edina precinct election judges, and provide for other assistance needed at the Edina precinct on election day;
10. Furnish the School District with all necessary information for School District board approval where required;
11. Managing any mandatory or requested recounts; and
12. If the School District election is contested, the City will provide assistance with respect to providing information about the conducting of the election, but the City shall not be responsible for directly responding to the contest.

In return, the School District agrees to:

1. Pay to the City the actual cost of maintenance and programming for all equipment used at the Edina precinct and at Hopkins City Hall or designated location for absentee voting and early voting;
2. Pay to the City the actual cost of absentee ballots and any additional staffing required for the implementation of absentee voting and early voting for the School District;
3. Pay the City for all materials, including but not limited to, ballots, required precinct supplies, required equipment supplies, signage and flags used at Edina precinct;
4. Pay to the City, as the School District's share of other all election costs, a percentage of the costs that is equal to the percentage of ballot inches used by the School District on the Hopkins City/School District ballot;
5. In the event the School District conducts a special election in 2021 the School District will pay one hundred percent of the City's cost of administering the special election;
6. Adopt a resolution designating the Hopkins City Hall or designated location as the Absentee Ballot and Early Voting Precinct for the School District;
7. Adopt a resolution that appoints the Hopkins Ballot Board as the ISD 270 Ballot Board;

8. Obtain, prior to Election Day, a resolution from the School Board appointing the Hopkins City Clerk to be the designated official for the School District for all regular and special elections held in 2021;
9. Provide for the School District Secretary to coordinate all publications and notices for the School District Election including candidate filing, special elections, changes to polling locations throughout the School District and certification/canvass of Election;
10. Provide for the School District Secretary to coordinate communication to School District residents regarding the location for absentee, early and election day voting;
11. Provide for the School District Secretary to attend training required for the 2021 election cycle under Minn. Stat. § 204B.25; MMinn. R. 8240.0100, Subp. 7; Minn. R. 8240.1750; Minn. R. 8240.2700; and Minn. R. 8240.2800;
12. Provide for the School District Secretary to attend training provided by Hopkins City Clerk for Head Election Judges and serve as a Head Election Judge in the Edina Precinct on Election Day during the hours scheduled by Hopkins City Clerk;
13. Approving the ballot language and the wording of any ballot questions;
14. Responding to any election challenges; and
15. Making any decisions and performing any duties that, by law, must be made or done by the School District and that cannot be delegated to the City.

(B) Term

This Agreement shall commence as of the date of the last party to sign it and it shall continue until December 31, 2021.

(C) Delegation.

School District hereby delegates to the City such authority as may be needed for the City to provide the Election Responsibilities as contemplated in this Agreement.

(D) Indemnification.

The School District agrees to indemnify and defend the City, its officials, employees, and agents against any claims, actions, damages, costs, loss, expenses, and reasonable attorney's fees related to or that may arise out of the City providing Election Services to the School District. This duty to indemnify and

defend shall not apply to any claims related to the City's election, or those arising from the City's own negligence in providing Election Services to the School District. A challenge to the School District's election that does not allege specific errors in how the City conducted the election shall be included in the School Districts' duty to indemnify and defend the City. This provision shall not be construed as a waiver by either party of any defenses, immunities or limitations on liability to which they are entitled under Minnesota Statutes, Chapter 466 or otherwise.

(E) Data Practices.

Each party shall be responsible for managing the data it creates or receives in the course of undertaking their respective duties under this Agreement in accordance with the requirements of Minnesota Statutes, chapter 13.

(F) Notices. Any notices or mailings provided for under this Agreement shall be sent to the following addresses:

If to the City:

If to the School District:

(G) Legal Compliance. Each party shall be responsible for complying with the applicable federal, state, and local laws in performing their respective duties under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date of the last party to execute it.

City of Hopkins

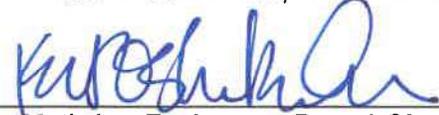
By: _____
Jason Gadd, Mayor

By: _____
Mike Mornson, City Manager

Date: _____

School District

By: 
Jennifer Bouchard, Board Chair

By: 
Kathrine Pederson, Board Clerk

Date: 4/6/21

**RESOLUTION DESIGNATING HOPKINS CITY HALL AS ABSENTEE BALLOT PRECINCT,
HOPKINS BALLOT BOARD AS ISD 270 BALLOT BOARD, AND HOPKINS CITY CLERK AS
DESIGNATED CO-ELECTION OFFICIAL**

BE IT RESOLVED by the School Board of Independent School District No.
270, State of Minnesota, as follows:

- 1) Designate the Hopkins City Hall as the Absentee Ballot Polling Place (Precinct) for the School
- 2) Appoint the Hopkins Ballot Board as the Independent School District No. 270 Ballot Board
- 3) Appoint the Hopkins City Clerk to be the designated co-election (election) official for the School District for all regular and special elections to be held in 2021.

DATED: April 27, 2021

BY ORDER OF THE SCHOOL BOARD



School District Clerk



May 18, 2021

Council Report 2021-050

**Approval of Tobacco License Application for
Vintage Spirits LLC dba Ace Spirits**

Proposed Action

Staff recommends adoption of the following motion: Approve a Tobacco License for Vintage Spirits LLC dba Ace Spirits located at 4 Shady Oak Road, #18 for the license term through June 30, 2017.

Overview

An application for a new license to sell tobacco or tobacco products has been received from Vintage Spirits LLC dba Ace Spirits located at 4 Shady Oak Road, #18. The license will be effective upon passage of the motion and valid through June 30, 2022.

Vintage Spirits LLC dba Ace Spirits was granted an off-sale liquor license on January 5, 2021 and has decided to add tobacco sales at their location.

The application is in order and may be approved by the City Council.

Supporting Information

- The complete application is on file in the City Clerk's office

Amy Domeier, City Clerk

Financial Impact: <u>\$200</u> Budgeted: Y/N <u>N</u> Source: _____ Related Documents (CIP, ERP, etc.): _____ Notes: _____
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May 18, 2021

Council Report 2021-053

Approval of Temporary Liquor License for Hopkins Elks Lodge #2221

Proposed Action

Staff recommends adoption of the following motion: Approve the Issuance of a Temporary On-Sale Liquor Licenses to Hopkins Elks Lodge #221.

Passage of this motion will result in the ability of the organization to serve alcoholic beverages at their Raspberry Festival events on July 16-18, 2021.

Overview

Hopkins Elks Lodge #2221 (the “Elks”) has submitted an application for a temporary on-sale liquor license for their Raspberry Festival event. The liquor service will be limited to parking lot from July 16 starting at 10 a.m. and ending on July 18 at 10 p.m. Temporary on-sale liquor licenses must be approved by the State of Minnesota, Alcohol & Gambling Enforcement Division.

The Elks personnel will provide security to identify and wrist band or hand stamp those of legal age to consume alcohol and monitor the entrances to ensure that alcohol is not taken out of the designated areas. The Elks are required to follow all other regulations set forth in 5-D Special Events Policy.

The Hopkins Police Department has no objection to the issuance of a temporary liquor license to the Elks, subject to the regulations outlined in 5-D Special Events Policy, Sections 5.22 and 5.23.

Primary Issues to Consider

- What measures will be taken to assure that persons under the age of 21 will not have access to alcohol? (See attached policy)
- The applicant meets the requirements set forth by State Statute to obtain a temporary on-sale liquor license. A liquor liability policy naming the City of Hopkins as an additional insured has been submitted.
- As required by State Statute, the application must be approved by the City before submitting to the State of Minnesota, Alcohol & Gambling Enforcement Division.

Supporting Documents

- Copy of Policy 5-D Special Events Policy
- Complete application and certificate of insurance are on file in the City Clerk’s office.

Amy Domeier

Amy Domeier, City Clerk

Financial Impact: \$ _____ Budgeted: Y/N ____ Source: _____ Related Documents (CIP, ERP, etc.): _____ Notes: _____
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**POLICY 5-D
SPECIAL EVENTS POLICY**

1. PURPOSE

- 1.01 The purpose of this policy is to set forth procedures to be followed by organizers of Special Events who wish to use city property and/or require city services. Any organization wishing to sponsor or hold a Special Event in the City of Hopkins will be required to complete the Special Event Permit Application. The City will conduct a complete review of any Special Event Permit Application and inform the applicant if the event is allowed.

Special Events are defined as any parade, race, procession, carnival, community picnic, celebration, fundraiser, dance, concert, large assembly, or other special event on City property within the corporate limits of the City of Hopkins.

2. CITY SERVICES PROVIDED FOR SPECIAL EVENTS

- 2.01 **Pre-Approved Activities:** Pre-Approved Activities are special events for which the City provides some basic services without charge. Pre-Approved Activities include:

- a. St. Patrick's Day Parade
- b. Raspberry Festival Parade and Family Day
- c. Old Fashioned Holiday
- d. Mainstreet Days
- e. Farmer's Market
- f. National Night Out

- 2.02 **Other Events:** Approval of the following events is at the sole discretion of the City of Hopkins. Events must be determined to be in the general interest of the public. Events must also not require excessive staff support from the City. Approval of an event does not require the City to approve similar events or even the repeat of the same event. Each event will be reviewed separately.

- 2.03 **Co-Sponsored Events:** The City may co-sponsor certain events with other organizations, when the City Council determines that the event is in the general interest to the public and advances the City's public image. The City will provide financial support to these events as determined in the annual budget appropriation. These events must meet the other requirements of the Special Event Policy and must reimburse the City for any City costs in excess of the support level authorized by the budget appropriation. Approval of an event does not require the City to approve similar events or even the repeat of the same event. Each event will be reviewed separately.

- 2.04 **Other Non-Profit Events:** The City may provide up to \$300.00 in City labor costs and related fringe benefit costs, and use of City equipment to assist Special Events operated by non-profit organizations. These events must meet the requirements of the Special Event Policy and must reimburse the City for any costs in excess of this support level. Groups filing an application as a Non-Profit Event must be able to submit a current IRS 501C3 Statement. Approval of an event does not require the City to approve similar events or even the repeat of the same event. Each event will be reviewed separately.

- 2.05 **Other For-Profit Events:** The City may allow other Special Events operated by for-profit sponsors that are beneficial to the City and the public. These events are subject to an additional use charge for the use of the public property. In addition, these events must pay 100% of all City costs related to the event. These events must meet the other requirements of the Special Event Policy and must reimburse the City for any City costs in addition to the payment of the established permit rate. The minimum additional use charge shall be \$250.00 per day. Approval of an event does not require the City to approve similar events or even the repeat of the same event. Each event will be reviewed separately.

3. FEES FOR SPECIAL EVENTS

- 3.01 **Hourly Rate** shall be the hourly cost for any employee working on a Special Event as established by City Administration. Please note that these rates are reviewed/adjusted annually. Please refer to Attachment A to confirm rates. The Hourly Rate shall include expenses related to the employee including fringe benefits.
- 3.02 **Purchased or Rental Materials** shall include all direct costs for all materials purchased or rented by the City of Hopkins for use at the event.
- 3.03 **Equipment Charges** shall be the current equipment usage rates as established by the City of Hopkins.
- 3.04 **A Replacement Cost** will be billed for missing and/or damaged equipment and supplies.

4. BILLINGS FOR SPECIAL EVENTS

- 4.01 Special Event billing by the City shall be itemized by the employee time of Public Works, Police and Fire; any purchased or rented materials; equipment charges; and any replacement costs for missing or damaged equipment/supplies.
- 4.02 If approved, event sponsors who have previously hosted the same event in the year prior AND paid their bill in a timely manner will be extended the courtesy of paying all City fees after their event is completed and billed for the current year.
- 4.03 If approved, new events or events that are repeating annually and did NOT pay their bill in a timely manner must submit either a cash deposit, check with payment of 75% of estimated expenses be used as a deposit to be credited against the final payment. Deposit fees must be paid not less than 30 days prior to the newly scheduled event.

5. REGULATIONS AND PROCEDURES

- 5.01 Any person or organization wishing to sponsor a Special Event must obtain a Special Event Permit not less than 45 days before the special event.
- 5.02 Applications for a permit for a Special Event will be available at the City Clerk's office, and if approved, shall become a part of the permit. Incomplete applications will be returned.
- 5.03 The permit fee shall accompany the application.
- 5.04 Special Events which are not sponsored by the City or deemed Pre-Approved may require a deposit of not less than \$200 or as determined by the City Manager.
- 5.05 The cash deposit will be calculated based on the anticipated and potential cost to the City of Hopkins, and shall be submitted no less than thirty (30) days before the special event.
- 5.06 The return of the deposit is conditioned upon the applicant having not requested nor received services which are a cost to the City of Hopkins and the applicant causing no damage to the public or private property in the City of Hopkins, and further conditioned upon the fact that the applicant will remove all dirt, paper, litter, or other debris generated by its operations, from the site of the event and the adjoining premises upon completion of the event.
- 5.07 Issuance of a Special Event Permit does not constitute a waiver of any Federal, State or Local laws. Applicants are responsible for complying with all applicable Federal, State, and Local laws.
- 5.08 Issuance of a Special Event Permit does not, in any way, imply City sponsorship of the Special Event.
- 5.09 Traffic Control Measures: Applicant is required to pay all costs for traffic control measures and traffic control personnel.
- 5.10 Traffic Barricades: The applicant shall through a bona fide contractor provide, install and remove all the equipment as stipulated by the Public Works Department. The installation and removal of barricades by

Hopkins Public Works Department is subject to the Hourly Rates listed in Attachment A.

- 5.11 Notice to Property Owners: The applicant may be required to provide a 30-day notice to all property owners about a Special Event as stipulated by the City Clerk or designee. For events at the 8th Avenue Artery, the City Clerk will provide the applicant with a list of property owners to notify.
- 5.12 Insurance: Applicant must provide the City with a Certificate of Insurance showing proof of general liability insurance, automobile liability insurance (if applicable) and liquor liability insurance (if applicable) meeting the following minimum requirements:
- Applicant shall procure and maintain for the duration of the event commercial general liability insurance or equivalent special event coverages protecting it from claims for damages for bodily injury and property damage which may arise from or in connection with the event's operation and use of the City's property in the minimum amount of \$1,000,000 per occurrence.
 - If automobiles will be used during the event, Applicant shall provide automobile liability insurance with a minimum combined single limit of \$1,000,000 per occurrence. Coverage shall include liability for owned, non-owned and hired automobiles.
 - If alcohol will be sold or served, Applicant must have liquor liability (dram shop) insurance in the minimum amount of \$1,000,000 per occurrence.
 - The City shall be endorsed as an additional insured on all liability policies. Applicant's insurance shall be primary.
 - The City reserves the right to modify these insurance requirements depending on the nature and scope of the event.
- 5.13 Claims: Applicant agrees to defend and hold the City harmless from claims, demands, actions or causes of actions, of any nature of character, arising out of, or by reason of conduct of the event authorized by such premise extension, including attorney fees and all expenses.
- 5.14 Damages: Applicant will indemnify the City for all damages that may result to City property as a result of an event.
- 5.15 Supervision: Applicant will maintain adult supervision of the event at all times. Applicant will provide security as stipulated by the Chief of Police or designee. Security will be billed at the Hourly Rate outlined in Attachment A.
- 5.16 Clean-up: Applicant will, at no cost to the City, immediately clean up, remove and dispose of all litter or material of any kind, which is placed or left on the street because of the event. If the Applicant neglects or fails to proceed with clean up within a two-hour period immediately following the end of the event, or if the cleanup is done in an inadequate manner, the Director of Public Works or designee is authorized to cleanup and charge Applicant for clean-up at the Hourly Rate shown in Attachment A.
- 5.17 Trash Disposal: Applicant will provide plans for trash disposal including the company contracted for trash disposal as part of the Special Event Permit Application.
- 5.18 Restrooms. Applicant will provide plans for providing restrooms including the company contracted for supplying restrooms as part of the Special Event Permit Application.
- 5.19 Use of City Utilities: The Applicant will not use City utilities for any event unless permission has been granted by the Director of Public Works or designee. The electrical circuits in the Central Business District have a limited amperage capacity. Applicant will provide plans for events on the 8th Avenue Artery where the use of City utilities for events will be permitted.
- 5.20 Food Permits. The Applicant shall obtain a Minnesota Department of Health food license and shall comply at all times with the applicable health codes and regulations. Proof of license shall be provided to the City Clerk at least seven days before the event and kept on site for immediate inspection.
- 5.21 Mobile Food Units. The applicant shall obtain a Mobile Food Unit license from the City Clerk and shall comply with all conditions outlined in Legislative Policy 5-J Mobile Food Units. For units parked at the 8th Avenue Artery, all food sales must locate in the defined space.

- 5.22 Alcoholic Beverages on Public Property. The Applicant is required to follow the procedures listed in Legislative Policy 5-K Alcohol/Security/Conduct Policy at City Facilities. All of the below stipulations are inclusive of interior and exterior areas of any special events:
- Fencing surrounding the defined area for the service of alcoholic beverages will be secured to establish the outdoor event area. All liquor sales and containers used for consumption must remain in the defined space.
 - There should be controlled access to the event with event security personnel to identify and wrist band those of legal age to consume. The gate/emergency exit of the fenced area will need to be continuously staffed to prevent patrons from leaving with alcoholic beverages.
 - Events are “21 and over” after 9 p.m. when alcohol is being served.
 - All alcohol service will cease at 10 p.m. All patrons must exit the defined space by 10:30 p.m.
 - Event security will assist the Police Department in clearing the event at closing time. The closing time should be prominently displayed throughout so there is no confusion at the end of the evening when patrons are asked to leave.
 - For events, applicants will be required to hire uniformed police officers to supplement their security staff as required by the Police Department. Monitoring of those consuming alcohol will be done by event coordinators and the Hopkins Police Officers who have been hired to assist with the oversight of the event.
- 5.23 Outdoor Music. No outdoor music or amplified sound is allowed during the hours of 10 p.m. and 7 a.m. The Police Chief or designee has the ability to direct the event manager to control the level of noise and/or terminate the event at any time. Any plans for outdoor music or amplified sound must be described in the Special Event Permit Application.
- 5.24 Outdoor Tents. Applications must be submitted for any tent permits exceeding 200 square feet. Erection of tents, canopies, or similar structures is allowed; however, the applicant cannot drive stakes, nails, screws, posts, or otherwise disturb either paved or unpaved surfaces within the right of way to secure such features.
- 5.25 Variances. The applicant shall provide in writing the condition or conditions that are requested to be modified, the modification that is request, and the factors that the City Manager or designee should consider when determining the modification. Variance requests must be submitted with the Special Event Permit application. Approval of a variance does not require the City to approve similar variances or even the repeat of the same event. Each variance will be reviewed separately.
- 5.26 Termination: The applicant may terminate this agreement at will by giving 14 days written notice to the City. If less than 24 hours’ notice is given to cancel an event that required contracted work, staff will be compensated for a 2-hour minimum charge. City staff has the authority to cancel or stop an event, or place additional restrictions on the event, if it is deemed that the public health, safety or welfare would be better served with additional restrictions.
- 5.27 City staff may place any additional requirements on any event. These requirements may include specific staff levels for Police, Fire, Public Works or other personnel. Expenses will be billed to the sponsoring organization under the terms of this policy.

Established: 5/19/88
Revised: 11/16/93
Revised: 01/19/16
Revised: 03/06/18
City of Hopkins

ATTACHMENT A
SPECIAL EVENT FEE SCHEDULE FOR SERVICES
(this fee schedule may be reviewed and updated annually by the City Administration)

Public Works Personnel	Cost Per Hour (Minimum 3 hours per employee call-in)
• General Laborer	\$36 regular time; \$54 OT
• Supervisor	\$64
Police Department Personnel	Cost Per Hour
• Police Officer	\$74.10
Fire Department Personnel	Cost Per Hour
• Firefighter	\$14.95
Vehicles	Cost Per Hour
• Garbage truck	\$90
• Pick Up truck	\$35
• Dump truck	\$90
• Boom truck	\$90
• Fire truck	\$250



May 18, 2021

Council Report 2021-051

**Extension of On-Sale Liquor License for
Pizza Luce VI, Inc. DBA Pizza Luce VI**

Proposed Action

Staff recommends adoption of the following motion: Approve Extension of On-Sale Liquor License for Pizza Luce VI, Inc. DBA Pizza Luce to allow the sale of alcohol in a fenced-in area on June 5, 2021.

Passage of this motion will result in the ability of the Pizza Luce VI (Pizza Luce) to serve alcoholic beverages at their event on Saturday, June 5. The event is scheduled from 7:30 a.m. p.m. to 4 p.m. Liquor sales will not be able to commence until 8 a.m. per state statute.

Overview

Pizza Luce have requested an extension of their on-sale liquor license to cover the sale of alcohol in the fenced in area within their parking lot during their Tour De Luce event on June 5.

Primary Issues to Consider

- This premise extension is only valid on June 5 from 8 a.m. to 4 p.m. Pizza Luce is responsible for the service of alcohol in their parking lot and ensuring all those consuming of alcoholic beverages are 21 years old.

Supporting Documents

- Site Plan of event

Amy Domeier, City Clerk

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

Southbound Blake Road

Sidewalk

**Tour De Luce Hours 730AM-4PM On June
5th**

Driveway

**Tent
(Pizza,
Beer,
Soda and
Water)**

Handicapped Space

Handicapped Access

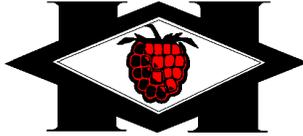
Handicapped Space

**Bike
Racks
and DJ**

**Tent
(Tables
For
Guests To
Sit)**

Sidewalk

Building



CITY OF HOPKINS

Memorandum

To: Honorable Mayor and Council Members
From: Ari Lenz, Assistant City Manager
Copy: Mike Mornson, City Manager
Date: May 18, 2021
Subject: Second Reading of Ordinance 2021-1165

Staff recommends that the Council approve the following motion: Move to adopt for second reading Ordinance 2021-1165 An Ordinance Amending Chapter 2, Article IV of the Hopkins City Code Regarding Boards, Commissions, Committees and Similar Bodies.

No changes have been made to the ordinance since the May 4 first reading.

Attachment:
Ordinance 2021-1165

CITY OF HOPKINS
COUNTY OF HENNEPIN

ORDINANCE 2021-1165

ORDINANCE AMENDING CHAPTER 2, ARTICLE IV OF THE HOPKINS CITY CODE
REGARDING BOARDS, COMMISSIONS, COMMITTEES AND SIMILAR BODIES

WHEREAS, Hopkins needs volunteers in order to succeed. The various boards and commissions of the City of Hopkins perform a vital role in the life of our community; and

WHEREAS, A key council goal has been to increase representation throughout our organization, with a focus on Board and Commission members. It is vital to bring different perspectives to the table in order to make informed and inclusive decisions for the benefit of our entire community.

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

SECTION 1. Section 2-68 of the Hopkins City Code is hereby amended to add the double underlined language and delete the ~~stricken~~ language as follows:

Sec. 2-68. - Planning and zoning commission.

- (a) *Establishment of the planning and zoning commission.* The planning and zoning commission is created and continued.
- (b) *Members; qualifications.* The commission shall consist of seven persons of which no less than six shall have been a resident of the city for one year or more on the date of appointment and up to two ex-officio non-voting youth members. At the sole discretion of the city council, one member may be a manager, owner or have substantial ownership stake in a business that is located within the corporate limits of the city. The commission shall also have one staff liaison to be appointed by the city manager. Each member except the staff liaison and ex-officio youth members shall have the right to vote on all matters before the commission. Members who discontinue legal residency in the city or fail to maintain the requirements eligible to serve as a business representative shall automatically be deemed to have resigned from the commission as of the date of such discontinuance.
- (c) *Terms.* Member terms of office shall be for two years. Three members of the commission shall be appointed on July 1 of each odd-numbered year and four shall be appointed on July 1 of each even-numbered year. Members appointed to complete a current term of office ~~shall be considered to have served a term of office if the appointment is to an office which is less than half completed. If the appointment is to an office which is more than half completed the appointment will not be considered a term of office.~~ Members shall serve no more than two consecutive terms of office. The youth member(s) shall be 14 to 18 years old at the time of selection, serve a one-year term, and shall be eligible for reappointment if in good standing at the end of each term.

- (d) *Compensation.* The commission shall serve without compensation other than such compensation as its members may receive for other services performed for the city.
- (e) *Appointment.* The appointments shall be made by the ~~mayor with the approval of the council~~ the city council and any member of the commission may be removed by a majority vote of the council for misconduct or neglect of duties.
- (f) *Officers.* The commission shall elect a chairperson from among its members and such other officers as its bylaws may provide. The chairperson shall not be the business representative unless that member is also a resident of the city. The administrative assistant of the community development department shall act as secretary of the commission and the city attorney shall act as legal counsel for the commission.
- (g) *Bylaws.* The commission shall adopt bylaws governing its procedures.
- (h) *Duties.* The commission is the board of adjustment and appeals as provided in city zoning regulations and has the powers and duties assigned to it by the zoning code and by law.
- (i) *Advisory body.* The commission is advisory to the city council.

SECTION 2. Section 2-69 of the Hopkins City Code is hereby amended to add the double underlined language and delete the ~~stricken~~ language as follows:

Sec. 2-69. – Park Board.

- (a) *Established; members.* There is created and continued a park board for the city, consisting of ~~six~~ seven members to be appointed as follows: ~~one staff liaison to be appointed by the city manager for a term of one year; and five~~ seven members at-large, each to serve for no more than two consecutive terms of two years. ~~Three~~ Four of the at-large members of the board shall be appointed on July 1 of each odd-numbered year and the other ~~two~~ three at-large members, shall be appointed on July 1 of each even-numbered year. The commission shall also have one staff liaison to be appointed by the city manager. The membership also includes up to two ex-officio non-voting youth members. All appointments, except those otherwise hereinabove provided, shall be made by the ~~mayor with the approval of the council~~ city council. A member of the board may be removed by the ~~mayor with the approval of the council~~ city council for misconduct or neglect of duties. Each member except the staff liaison member and ex-officio youth members shall have the right to vote on all matters before the board.
- (b) *Compensation; term.* Members of the board serve without compensation and their respective terms of office shall expire at the end of the time for which they are appointed, not to exceed their term of office for which they have been elected to the respective governing bodies. A member who is appointed to fill a vacancy to a term which is less than half completed shall be deemed to have served a full term of office. ~~If the appointment is to a term which is more than half completed, the appointment shall not be deemed to constitute a term of office for the purpose of calculating the maximum length of service allowed herein~~ will not be considered a term of office.

- (c) *Officers, rules and meetings.* Immediately following appointment of and acceptance of such appointment by all members of the board, the board shall meet and/organize by electing such officers as may be necessary, and adopt such rules, by-laws and regulations for the conduct of its work as it deems necessary and advisable. The board shall meet at least once each quarter. Three members present at a regular or special meeting of the board shall constitute a quorum.
- (d) *Secretary.* The director of public works may, with the approval of the manager, serve as the executive officer of the board and may act as its secretary, in a relationship similar to that of the superintendent of schools to the board of education.
- (e) *Program, facilities and operation.* The board shall advise the council in conducting a public recreation program for the city and its immediate vicinity and to that end shall advise in the providing, conducting and supervising of recreation areas, facilities, services and programs for public recreation in its broadest sense, including playgrounds, parks, playfields, swimming pools, beaches, camps, indoor recreation centers and any and all other recreation facilities and activities either within or without the corporate limits of the city upon property under the custody and management of the city or on other public or private property with the consent of the owners of such property. The board shall advise the council in the operation of parks and recreation areas and facilities now owned or hereafter acquired by the city and may advise the city to enter into agreements of a cooperative nature with other public and private agencies, organizations or individuals when, in the judgment of the board, such procedure would prove advantageous.
- (f) *Reports and recommendations.* The board shall, annually on or before September 1, render a full report to the council covering its operation for the preceding 12 months, together with its recommendations and an estimate of the funds required for its work for the ensuing year. The board shall also render such other regular or special reports, advisory recommendations, or make such investigations as it deems advisable or as may be requested by the council.

SECTION 3. In accordance with Section 3.03 of the City Charter and Minn. Stat. § 412.191, subd. 4, due to the significant length of this Ordinance, City staff shall have the following summary printed in the official City newspaper in lieu of the complete ordinance:

On May 18, 2021, the Hopkins City Council adopted Ordinance 2021-1165 that amends Chapter 2 of the Hopkins City Code. The purpose of amending the City Code is to increase the number of Park Board Members from 6 to 8 and to clarify terms for Park Board and Planning and Zoning Commissioners.

A printed copy of the ordinance is available for inspection during regular business hours at Hopkins City Hall and is available online at the City's web site located at www.hopkinsmn.com.

SECTION 5. The effective date of this ordinance shall be the date of publication.

First Reading: May 4, 2021
Second Reading: May 18, 2021
Date of Publication: May 27, 2021
Date Ordinance Takes Effect: May 27, 2021

By:

Jason Gadd, Mayor

ATTEST:

Amy Domeier, City Clerk



MEMO

To: Honorable Mayor and City Council
From: Jason Lindahl, City Planner
Date: May 18, 2021
Subject: Hopkins Village Addition Alley Easement Vacation - Second reading of Ordinance 2021-1169 Vacating an Alley Easement Over Hopkins Village Addition

Proposed Action

Staff recommends the City Council approve the following motions:

- Move to adopt Resolution 2021-029, approving the second reading of Ordinance 2021-1169 vacating an alley easement over Hopkins Village Addition.

Overview

The petitioner, Raspberry Ridge Limited Partnership, on behalf of Community Housing Development Corporation, requests vacation of the existing easement for public alley and thoroughfare purposes in favor of the City of Hopkins over Hopkins Village Addition. In this case, vacation of the existing alley easement is necessary to prepare the site for future redevelopment. As a result, staff finds no continuing public need for the existing alley easement and recommends the City Council approve this request.

The City Council approved the first reading of this vacation ordinance on May 4, 2021. Should the City Council approve the second reading of this ordinance, the existing alley and public thoroughfare easement will be vacated to allow for future redevelopment of the subject property. The existing easement will be replaced with a new easement that aligns with the redevelopment plans.

Supporting Documents

- Resolution 2021-029
- Ordinance 2021-1169
- Raspberry Ridge II Site Map – Proposed & Existing Public Alley Easement Areas

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION NO. 2021-029

**A RESOLUTION APPROVING THE SEOND READING OF ORDINANCE 2021-1169
VACATING AN ALLEY EASEMENT OVER HOPKINS VILLAGE ADDTION**

WHEREAS, on May 4, 2021, pursuant to a petition from Raspberry Ridge Limited Partnership, a Minnesota limited partnership, on behalf of Community Housing Development Corporation, a Minnesota nonprofit corporation, the Hopkins City Council approved the first reading of Ordinance 2021-1169, an ordinance conditionally vacating that certain easement for public alley and thoroughfare purposes in favor of the City of Hopkins, which was granted and conveyed via that certain quit claim deed, dated April 1, 1971 and filed April 9, 1971 as Document Number 3878185, which is described therein as lying within the North 20 feet of the South 21 feet of Lot 8, Block 2, West Minneapolis, Hennepin County (the “Easement”); and

WHEREAS, on May 4, 2021, following all required notices, the Hopkins City Council held a public hearing during its regular City Council meeting regarding the proposed Easement vacation; and

WHEREAS, all persons who desired to provide input or otherwise participate during the public hearing were given an opportunity to do so; and

WHEREAS, on May 18, 2021, the Hopkins City Council held a second reading of Ordinance 2021-1169 during its regular City Council meeting; and

WHEREAS, the City hereby finds that upon the satisfaction of the conditions contained in Ordinance 2021-1169, there is no continuing public need for the Easement and that, upon satisfaction of those conditions, vacating the Easement is in the public interest.

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

1. That the above recitals are incorporated into this Resolution as findings as if fully set forth herein.
2. That the City Council hereby approves the second reading of Ordinance 2021-1169 and finds that said ordinance is in the public interest.
3. That the City Clerk shall cause Ordinance No. 2021-1169 to be published in the official newspaper.
4. That following the publication of the ordinance and the satisfaction of any and all conditions contained therein, the City Clerk shall execute a notice of completion related to these proceedings, present it to the Hennepin County auditor, and file it with the Hennepin County Recorder.

5. City staff and consultants are hereby authorized and directed to take any other actions deemed reasonable and necessary to carry out the intent of this Resolution.

Dated: May 18, 2021

Jason Gadd, Mayor

ATTEST:

Amy Domeier, City Clerk

**CITY OF HOPKINS
COUNTY OF HENNEPIN**

ORDINANCE NO. 2021-1169

**ORDINANCE VACATING AN ALLEY EASEMENT OVER
HOPKINS VILLAGE ADDITION**

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

SECTION 1. Pursuant to a petition from Raspberry Ridge Limited Partnership, a Minnesota limited partnership (“Petitioner”), on behalf of Community Housing Development Corporation, a Minnesota nonprofit corporation, the easement for public alley and thoroughfare purposes in favor of the City of Hopkins, granted and conveyed via that certain quit claim deed, dated April 1, 1971 and filed April 9, 1971 as Document Number 3878185, which is described therein as lying within the North 20 feet of the South 21 feet of Lot 8, Block 2, West Minneapolis, Hennepin County, is hereby vacated, subject to the following condition: the execution by the requisite fee owners and recordation of a new alley easement that meets all requirements of the city attorney, as otherwise required under that certain planned unit development (PUD) agreement entered into by Petitioner and the City of Hopkins.

SECTION 2. The effective date of this ordinance shall be the date of publication, although the easement vacation shall not take effect until the aforementioned condition is satisfied, after which the city clerk shall execute, present, and have filed the requisite notice of completion related to these proceedings.

First Reading:	May 4, 2021
Second Reading:	May 18, 2021
Date of Publication:	May 27, 2021
Date Ordinance Takes Effect:	May 27, 2021

By: _____
Jason Gadd, Mayor

ATTEST:

Amy Domeier, City Clerk

MAIN STREET

N89°40'32"E 274.4432"E 137.20

NORTHWEST CORNER OF LOT 2, BLOCK 1, HOPKINS VILLAGE

H O P K I N S

7TH AVENUE SOUTH

N2°58'02"E 288.20

N3°05'50"E 223.60

6TH AVENUE SOUTH

S3°05'32"W 351.00

LOT

PROPOSED PUBLIC ALLEY EASEMENT AREA (HATCHED AREA)

14.00

EXISTING 20 FOOT WIDE ALLEY EASEMENT PER DOC. NO. 3878185

N87°39'28"W

B L O C K

71.00

N3°05'50"E 121.00

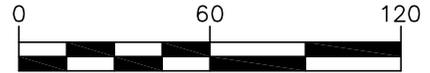
N3°05'50"E 121.00

V I L L A G E

20

N87°39'28"W 129.35

N87°39'28"W 130.00



SCALE IN FEET

Bearings based on NAD 83, Hennepin County, MN grid system

SITE MAP

PUBLIC ALLEY EASEMENT AREAS
(PROPOSED AND EXISTING ALLEY EASEMENT AREAS)



1229 Tyler Street NE, Suite 100
Minneapolis, Minnesota 55413
PHONE: (612) 466-3300
FAX: (612) 466-3383
WWW.EFNSURVEY.COM
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PUBLIC ALLEY EASEMENT AREAS
Hopkins Village Apartments
9 7th Avenue South, Hopkins
Hennepin County, Minnesota

TRELLIS COMPANY

SHEET 1 OF 1

2736/45

 **MEMO**

To: Honorable Mayor and City Council
From: Jason Lindahl, City Planner
Date: May 18, 2021
Subject: 11524 Excelsior Boulevard – Second Reading of Ordinance 2021-1168
Establishing the Zoning Classification as B-3, General Business District

Proposed Action

Staff recommends the City Council approve the following motion:

- Move to adopt Resolution 2021-028 approving the second reading of Ordinance 2021-1168 establishing the zoning classification for the property located at 11524 Excelsior Boulevard (PID 23-117-22-44-0160) as B-3, General Business District

Overview

This application was initiated by staff as a “housekeeping” item to assign future land use and zoning classifications to property annexed from Minnetonka into Hopkins. This annexation was approved by Minnetonka, Hopkins and the State of Minnesota Office of Administrative Hearings in June 2020. The subject property is located at 11524 Excelsior Boulevard or the northwest quadrant of Excelsior Boulevard and Shady Oak Road. Based on the findings detailed in City Council Report 2021-047, both the Planning & Zoning Commission and staff recommend the subject property be assigned a zoning classification of B-3, General Business.

The City Council approved the first reading of this rezoning ordinance and a comprehensive plan amendment to establish a future land use category for the subject property on May 4, 2021. Prior to that action, the Planning & Zoning Commission held a public hearing to review these items and recommended approval by the City Council on April 27, 2021.

Should the City Council approve the second reading of this ordinance, the subject property will be assigned a zoning classification of B-3, General Business District subject to approval of the comprehensive plan amendment by the Metropolitan Council.

Supporting Documents

- Site Location Map
- Resolution 2021-028 Rezoning Second Reading
- Ordinance 2021-1168

Site Location Map for 11524 Excelsior Boulevard



CITY OF HOPKINS
Hennepin County, Minnesota

RESOLUTION 2021-028

**RESOLUTION APPROVING THE SECOND READING OF ORDINANCE 2021-1168
ESTABLISHING THE ZONING CLASSIFICATION FOR THE PROPERTY LOCATED AT
11524 EXCELSIOR BOULEVARD (PID 23-117-22-44-0160) AS B-3, GENERAL BUSINESS
DISTRICT**

WHEREAS, the City of Hopkins initiated an application to establish the zoning classification for the property annexed from the City of Minnetonka into Hopkins located at 11524 Excelsior Boulevard (23-117-22-44-0160) as B-3, General Business District; and,

WHEREAS, the subject property is legally described as follows:

11524 Excelsior Boulevard (PID 23-117-22-44-0160)

TRACT F RLS NO 0610 ALSO THAT PART OF SE 1/4 OF SE 1/4 OF SEC 23 T 117 R 22 LYING W OF A LINE RUN PAR WITH AND 1165.2 FT W FROM E LINE THOF AND LYING S OF N 263 FT OF THAT PART OF SAID SE 1/4 OF SE 1/4 DESC AS COM AT PT OF INTER OF NLY LINE OF ABANDONED R/W OF CHIC MIL & ST PAUL RR CO AND A LINE RUN PAR WITH AND 660 FT W FROM E LINE OF SAID SE 1/4 OF SE 1/4 TH N ON SAID PAR LINE 310.3 FT TH W AT RIGHT ANGLES 366.8 FT TO PT OF BEG TH CONT W ALONG LAST DESC LINE 306.8 FT TO W LINE OF SAID SE 1/4 OF SE 1/4 TH S 358.2 FT TO NLY LINE OF SAID RR R/W TH ELY ALONG SAID R/W LINE TO ITS INTER WITH A LINE RUN SLY PAR WITH E LINE OF SAID SE 1/4 OF SE 1/4 FROM PT OF BEG TH N TO BEG EXCEPT ROAD, UNPLATTED 23 117 22

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

1. That an application to establish the zoning classification upon the property described above was initiated by the City of Hopkins on March 26, 2021; and
2. That the Hopkins Planning & Zoning Commission, pursuant to mailed and published notice, held a public hearing on the application and reviewed such application on April 27, 2021 and all persons present were given an opportunity to be heard; and,
3. That the written comments and analysis of City staff were considered; and
4. That the Hopkins City Council reviewed this application during their May 4, 2021 meeting, and, during said meeting, adopted Resolution 2021-024 approving the First Reading of Ordinance 2021-1168.

WHEREAS, staff recommended approval of the above stated application based on the findings outlined in the City Council Report 2021-047 dated May 4, 2021.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hopkins hereby approves the second reading of Ordinance 2021-1168 establishing the zoning classification for the property located at 11524 Excelsior Boulevard (PID 23-117-22-44-0160) as B-3, General Business District, subject to:

1. Approval of the associated comprehensive plan amendment by the Metropolitan Council.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Hopkins that upon each of the aforementioned conditions being satisfied, City staff shall publish Ordinance 2021-1168 so that it takes effect and updates the City's official zoning map to reflect the rezoning of the Property memorialized therein.

Adopted by the City Council of the City of Hopkins this 18th day of May, 2021.

By: _____
Jason Gadd, Mayor

ATTEST:

Amy Domeier, City Clerk

CITY OF HOPKINS
Hennepin County, Minnesota

ORDINANCE NO. 2021-1168

**AN ORDINANCE ESTABLISHING THE ZONING CLASSIFICATION FOR THE
PROPERTY LOCATED AT 11524 EXCELSIOR BOULEVARD (PID 23-117-22-44-0160)
AS B-3, GENERAL BUSINESS DISTRICT**

THE COUNCIL OF THE CITY OF HOPKINS DOES HEREBY ORDAIN AS
FOLLOWS:

1. That there was no present zoning classification upon the following described property annexed from Minnetonka into Hopkins, which is hereby assigned a zoning classification of B-3, General Business District.
2. That the legal description of the property to be rezoned is as follows:

11524 Excelsior Boulevard (PID 23-117-22-44-0160)

TRACT F RLS NO 0610 ALSO THAT PART OF SE 1/4 OF SE 1/4 OF SEC 23 T 117 R
22

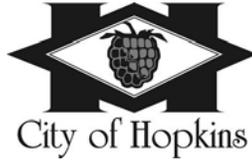
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ALONG SAID R/W LINE TO ITS INTER WITH A LINE RUN SLY PAR WITH E LINE
OF SAID SE 1/4 OF SE 1/4 FROM PT OF BEG TH N TO BEG EXCEPT ROAD,
UNPLATTED 23 117 22

First Reading:	May 4, 2021
Second Reading:	May 18, 2021
Date of Publication:	May 27, 2021
Date Ordinance Takes Effect:	May 27, 2021

ATTEST:

Jason Gadd, Mayor

Amy Domeier, City Clerk



May 18, 2021

Council Report 2021-052

**ORDER FEASIBILITY REPORT
2022 STREET AND UTILITY IMPROVEMENTS
CITY PROJECT 2021-010**

Proposed Action

Staff recommends the following motion: Adopt Resolution 2021-027 ordering the preparation of a feasibility report for the 2022 Street and Utility Improvements and authorizing Mayor and City Manager to enter into an agreement with Bolton & Menk, Inc. to prepare the report.

This action is the first step in the process of improving selected streets in 2022 and assessing abutting properties per City assessment policy. A petition to improve any of the proposed streets has not been submitted to the City.

Overview

The 2021 - 2025 CIP identifies street and utility improvements for the year 2022. Streets proposed for improvement include 6th Avenue South and 7th Avenue South from Mainstreet to 2nd Avenue South.

The first step in proceeding with the project is ordering a feasibility report. Staff has selected a qualified consultant to undertake topographic survey work, geotechnical evaluation, a benefit appraisal report, and the preliminary engineering report. The cost of these services is \$99,742. Final design and construction observation services will be negotiated separately after the feasibility report phase and the Council's ordering of the improvement project.

Primary Issues to Consider

- Project background
- Consultant Selection and Fees
- Project schedule

Supporting Information

- Consultant Proposal
- Project Location Map
- Resolution 2021-027

Eric Klingbeil, P.E., Assistant City Engineer

Financial Impact: \$ 99,742 Budgeted: Y/N Y Source: Utility Funds, PIR Funds, Special Assessments
Related Documents (CIP, ERP, etc.): CIP

Notes:

Analysis of Issues

- **Project background**

The condition of the street segments selected for improvement is generally categorized as poor by the City's Pavement Management Program. In addition, public utilities in the project area are nearing the end of their lifecycle.

The amount budgeted for this project in the current CIP is \$2,375,000. Early project cost estimates are tracking within the CIP budget, but currently construction material pricing is experiencing considerable volatility which has the potential to impact construction bid prices in the future. We will continue to track material pricing and will take material pricing into design considerations.

- **Selection of consultant/proposed fees**

Staff solicited a proposal from Bolton & Menk, Inc. This firm has provided exemplary service on many past City projects. Staff believes the value of a quality consultant with considerable Hopkins experience and a proven track record is important to a successful project. Their close interaction with residents on past projects has been a key component for success, and a major factor in the selection of this firm.

The proposed fee of \$99,742 includes costs for preliminary design, private utility coordination including UAV photography, geotechnical investigations, benefit appraisals, and analysis of current bicycle and pedestrian facilities. The cost compares favorably with comparable projects in other communities and fees charged by other consultants.

- **Project schedule**

The feasibility report is tentatively scheduled to be presented to Council at the October 19, 2021 meeting. This puts us on a schedule to advertise for bids in December 2021, which should help secure competitive bids for the project. Construction is anticipated to begin in the spring of 2022 and be completed in the fall of 2022.

As in the past, the staff will conduct multi-step public outreach including notification to residents of the project and survey work to be done, public information meetings utilizing a hybrid in-person and online approach, and the accompanying public process for assessments under the 429 statute.

CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA

RESOLUTION 2021-027

**RESOLUTION ORDERING THE PREPARATION OF A FEASIBILITY REPORT
FOR 2022 STREET AND UTILITY IMPROVEMENTS
CITY PROJECT 2021-010**

WHEREAS, the following streets are in need of reconstruction: 6th Avenue South and 7th Avenue South from Mainstreet to 2nd Street South; and

WHEREAS, City staff is requesting that these streets be upgraded under the City's assessment policy even though no petition for the upgrade has been submitted; and

WHEREAS, the first step in the assessment procedure is the ordering of a feasibility report.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hopkins, Minnesota, that the proposed improvements be referred to the firm Bolton and Menk, Inc. for study and that they be instructed to report to the Council with all convenient speed advising the Council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible and as to whether it should best be made as proposed or in connection with some other improvement, and the estimated cost of the improvement as recommended.

Adopted by the City Council of the City of Hopkins, Minnesota, this 18th day of May, 2021.

Jason Gadd, Mayor

ATTEST:

Amy Domeier, City Clerk



**BOLTON
& MENK**

Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

May 10, 2021

Mr. Eric Klingbeil, P.E., Assistant City Engineer
City of Hopkins
1010 1st St S
Hopkins, MN 55343

Re: Proposal for Professional Engineering and Surveying Services
2022 Street and Utility Improvements – Topographic Survey & Feasibility Study
City of Hopkins, Minnesota

Mr. Klingbeil:

We are pleased to offer you our proposal for professional engineering and surveying services for the feasibility phase of the City of Hopkins' 2022 Street and Utility Improvements. This proposal is based on our conversation and review of the project area, our knowledge of the project needs based on past experience with similar infrastructure, and an initial review of project area record drawings.

Our proposed fee for the topographic survey and feasibility phase of this project is \$99,742 for 512 proposed hours of labor and efforts by specialized subconsultants. In addition to our standard topographic survey, preliminary design and feasibility report preparation, and public engagement, the proposed efforts include:

- Geotechnical work by Braun Intertec
- Benefit appraisals by BRKW

This proposal has been prepared in the form of our standard agreement consistent with past projects. In addition to the enclosed standard agreement, Exhibit I details the scope of work to be performed. The schedule presented in Exhibit I illustrates a streamlined schedule consistent with the approach followed by Hopkins on past projects. If you have any questions regarding this proposal or would like to discuss any of its details, please do not hesitate to contact either of us.

We truly appreciate and value our continued working relationship with the City of Hopkins.

Sincerely,

Bolton & Menk, Inc.

Michael J. Waltman, P.E.
Principal Engineer
Burnsville Office Manager

Nicholas J. Amatuuccio, P.E.
Senior Project Engineer

AGREEMENT FOR PROFESSIONAL SERVICES

PRELIMINARY DESIGN PHASE
2022 STREET & UTILITY IMPROVEMENTS

CITY OF HOPKINS, MINNESOTA

This Agreement, made this 18th day of May 2021, by and between CITY OF HOPKINS, 1010 1st St S, Hopkins, MN 55343, hereinafter referred to as CLIENT, and BOLTON & MENK, INC., 12224 Nicollet Avenue, Burnsville, MN 55337, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT requires professional services in conjunction with the 2022 STREET & UTILITY IMPROVEMENTS and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit I.
- B. Upon mutual agreement of the parties hereto, Additional Services may be authorized as described in Exhibit I or as described in Paragraph IV.B.

SECTION II - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all information related to the project in its custody at the disposal of the CONSULTANT for its use. Such information shall include but shall not be limited boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT. This obligation shall not include information that is classified as private or confidential under the Minnesota Government Data Practices Act (MGDPA), unless access to such information is essential to the CONSULTANT's scope of services, in which case the CLIENT shall establish in writing, and CONSULTANT shall comply with, any conditions governing access to and use of such private or confidential information.
- C. The CLIENT will guarantee access to and make all provisions for entry upon both public and private portions of the project and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.

- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.
- F. The CLIENT shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for completion of the consultant services described in this agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the project.
- H. The CLIENT will hire, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement.

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the following schedule of fees for the time spent in performance of Agreement services.

Schedule of Fees

<u>Classification</u>	<u>Hourly Rates</u>
Sr. Project Manager – Sr. Principal Engineer/Surveyor	\$150-235/Hour
Sr. Project Manager – Principal Engineer/Surveyor	\$145-215/Hour
Project Manager	\$130-185/Hour
Project/Design Engineer/Planner	\$115-160/Hour
Licensed Surveyor	\$130-185/Hour
Project Surveyor	\$125-175/Hour
Specialist (Nat. Resources; GIS; Traffic; Other)	\$85-145/Hour
Senior Technician (Inc. Survey ¹)	\$105-155/Hour
Technician (Inc. Survey ¹)	\$95-125/Hour
Administrative Support & Clerical	\$85-95/Hour
GPS/Robotic Survey Equipment	No Charge
CAD/Computer Usage	No Charge
Routine Photo Copying/Reproduction	No Charge
Routine Office Supplies	No Charge
Field Supplies/Survey Stakes & Equipment	No Charge
Mileage	No Charge

¹No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for Survey Technicians.

2. Total cost for the services itemized under Exhibit I, Section A (Basic Services) is estimated to be \$99,742. Itemization of this cost is as shown in the attached DETAILED WORK PLAN and PROJECT FEES tables, attached hereto as Exhibit II.
3. In addition to the foregoing, CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for the following Direct Expenses when incurred in the performance of the work.
 - a. CLIENT approved outside (facilities not owned by CONSULTANT) computer services.
 - b. CLIENT approved outside professional and technical services.
 - c. Outside reproduction and reprographic charges.
 - d. Expendable field supplies and special field equipment rental.
 - e. Other costs for such additional items and services that the CLIENT may require the CONSULTANT to provide to fulfill the terms of this Agreement.
4. Additional services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.
5. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates. Itemized invoices identifying all work completed shall be submitted to the CLIENT by CONSULTANT and paid in the same manner as other claims made to the CLIENT.

SECTION IV - GENERAL

A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope of the project from that described in Section I and/or the applicable addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. The CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such additional services and the CLIENT must approve an Additional Services in writing. The CLIENT may request an estimate of additional cost from the CONSULTANT, and upon receipt of the request, the CONSULTANT shall furnish such, prior to authorization of the changed scope of work.

C. INDEPENDENT CONTRACTOR

The CONSULTANT shall at times be deemed an independent contractor. The CONSULTANT is not to be deemed an employee or agent of the CLIENT and has no authority to make any binding commitments or obligations on behalf of the CLIENT except to the extent expressly provided herein. All services provided by the CONSULTANT pursuant to this agreement shall be provide on an independent contractor basis not as an employee of the CLIENT for any purpose including, but not limited to, income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts, and eligibility for employee benefits.

D. LIMITATION OF LIABILITY

CONSULTANT shall indemnify, defend, and hold harmless CLIENT and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CONSULTANT'S employees, agents, or subconsultants. In no event shall CLIENT be liable to CONSULTANT for consequential, incidental, indirect, special, or punitive damages.

CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CLIENT'S employees, agents, or consultants. In no event shall CONSULTANT be liable to CLIENT for consequential, incidental, indirect, special, or punitive damages.

Nothing contained in this Agreement shall be construed as a limitation on or waiver of any immunities or limitations on liability otherwise available to the CLIENT. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder. The CLIENT agrees to include a provision in all

contracts with contractors and other entities involved in this project to carry out the intent of the paragraph.

E. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability and excess umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the above liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. During the period of design and construction of the project, the CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this agreement. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. Prior to commencement of this Agreement, the CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days' prior written notice has been given to the CLIENT, and at least 10 days' prior written notice in the case of non-payment of premium.

F. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that

costs for project financing should be based upon contracted construction costs with appropriate contingencies.

G. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, schedules or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.

H. USE OF ELECTRONIC/DIGITAL DATA

Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of the PROJECT is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees). Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this AGREEMENT, unless such third party use and adaptation or distribution is explicitly authorized by this AGREEMENT.

I. DATA PRACTICES

All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of the CONSULTANT'S performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The Consultant agrees to abide by these statutes, rules and regulations and as they may be amended. In the event the CONSULTANT receives a request to release data, it shall notify CLIENT as soon as practical. The CLIENT will give instructions concerning release of data to requesting party and CONSULTANT will be reimbursed as Additional Services by CLIENT for its reasonable expenses in complying with the request.

J. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of two years or such other explicitly identified completion period, after which time the Agreement may be extended upon mutual agreement of both parties.

K. PAYMENTS

If CLIENT fails to make any payment due CONSULTANT for services and expenses within 60 days after date of the CONSULTANT'S itemized invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance. In addition after giving seven days' written notice to CLIENT, CONSULTANT may, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

L. TERMINATION

This Agreement may be terminated by the CLIENT for any reason or for convenience by the CLIENT upon seven (7) days written notice. The CONSULTANT may only terminate for non-payment by CLIENT upon CLIENT's failure to cure upon 30 days written notice.

M. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

The CONSULTANT is an Equal Opportunity Employer and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

O. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Minnesota.

P. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law.

Q. SURVIVAL

All obligations, representations and provisions made in or given in Section IV of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

R. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

S. AUDIT DISCLOSURE

The CONSULTANT must allow the CLIENT, or its duly authorized agents, and the state auditor or legislative auditor reasonable access to the CONSULTANT's books, records, documents, and accounting procedures and practices that are pertinent to all services provided under this Agreement for a minimum of six years from the termination of this Agreement.

[remainder of the page intentionally blank]

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Hopkins, Minnesota

CONSULTANT: Bolton & Menk, Inc.



Mike Waltman, P.E., BMI Office Manager

5/18/2021

Date

Date

EXHIBIT I

SCOPE OF WORK: TOPOGRAPHIC SURVEY AND FEASIBILITY STUDY FOR CITY OF HOPKINS, MINNESOTA 2022 STREET AND UTILITY IMPROVEMENTS

A. BASIC SERVICES

In accordance with the City of Hopkins Capital Improvements Plan, the City has designated the following streets for construction in 2022:

- 6th Avenue S, Mainstreet to 2nd Street S
- 7th Avenue S, Mainstreet to 2nd Street S

A map of the project area is also attached for reference.

Bolton & Menk, Inc. will complete a topographic survey and feasibility study for proposed improvements within the project area. A description of our proposed services is detailed as follows:

Task 1: Topographic Survey and Mapping

Topographic Survey & Drafting

Bolton & Menk, Inc. will complete a topographic survey of the existing conditions along all streets within the project area. The survey will be completed within the right-of-way and will include all visible features such as, but not limited to, pavements, curb lines, manholes, catch basins, valves, sidewalks, turf areas, driveways, power poles, trees, gardens, mailboxes, retaining walls, etc. All underground utility information will be located and described per available as-builts, field markings, and private utility map information. Manhole reports will also be completed for located manholes and catch basins. Right-of-way will be illustrated based on found field monumentation and plat information.

Task 2: Feasibility Study and Report

In general, the feasibility report will include the assembly of existing conditions, discussion of needs for improvement, preliminary design recommendations and resulting proposed conditions, preliminary estimated costs, and a preliminary assessment roll. A more detailed description of the development of these items is as follows.

Collection and Review of Record Drawings, Preliminary Street/Utility Recommendations

Bolton & Menk, Inc. will collect record drawings from the City database and review the records for utility age and material. We will also request and utilize pavement maintenance reports, sewer videos and logs, and relevant utility maintenance reports to assist in making recommendations. After review of this information, Bolton & Menk will facilitate a meeting with the City of Hopkins Engineering and Public Works Staff to discuss the existing conditions and receive input from the City's Staff regarding their opinions of any necessary improvements and/or known utility problems. With this

information, Bolton & Menk will make recommendations for proposed utility replacements. Recommended utility improvements will be drafted in plan view and documented in the feasibility report as proposed conditions. In consideration of necessary utility replacements, the geotechnical evaluation from Braun Intertec, and our own field review of pavement and curb conditions, Bolton & Menk will also make pavement reconstruction or rehabilitation recommendations based on geotechnical evaluation and underlying utility needs.

Preliminary Stormwater & Permitting Analysis

Efforts put forth under Task 2 will also include a pipe capacity analysis of the storm sewer within the project area, including further development of the City-wide storm sewer network model, to gauge the need for storm sewer improvements to be completed with the proposed street reconstruction. From these findings, preliminary design of recommended drainage improvements will be developed for the roadway corridors. Research will be conducted to determine if any permanent storm water management features are necessary to meet Nine Mile Creek Watershed District requirements.

Street Width Evaluation

The width of each road segment will be evaluated with consideration given to the following criteria:

- Adopted City standard street width minimums
- Existing street widths
- Impacts to other features within the ROW including trees, fencing, retaining walls, and landscaping
- Stormwater management requirements related to impervious areas

Bolton & Menk will develop typical section renderings of the proposed street sections for better visualization by the public and decision makers.

Preliminary Cost Estimating & Assessment Rolls

Bolton & Menk, Inc. will prepare itemized preliminary cost estimates for the proposed improvements throughout the project area. Preliminary estimates will be split by individual City funding sources and planned funding year.

Preliminary estimates will be used along with any available plat information to prepare preliminary assessment rolls for the project area based on the adopted City assessment policy, including the following methods as applicable per policy:

- Front footage basis and/or unit basis with applicable cap amounts for residential properties
- Benefit Appraisals for Commercial Properties and Apartments with larger assessment amounts
- Unit basis for irregularly shaped lots, flag lots, and condos

Our efforts will include reviewing assessment practices on past projects to apply to some uniquely positioned properties within the project area. A figure will be developed and included in the feasibility report documenting the proposed properties to receive

assessments and if easily communicable due to the presence of a consistent cap, assessment amounts shall be displayed on the figure.

Bolton & Menk, Inc. will coordinate with City Staff on all additional sub-project areas that may not be within the project area, but will be included under the same construction contract. Consistent with past City projects, the scope of work in these sub-project areas may include but are not limited to spot concrete sidewalk & alley repairs, sanitary sewer lining, and streets to be milled & overlaid. Such improvements will be identified by City staff and subsequently included in the preliminary cost estimates.

Public Engagement & Meetings

As with all public improvement projects, public engagement is a valuable method for gathering information and opinions. Early in the project development process, Bolton & Menk will prepare and distribute a neighborhood survey form. We will review the results of the surveys for discussion prior to the neighborhood meeting and include the results in the feasibility report. Bolton & Menk will also distribute invitations to and facilitate two neighborhood meetings for discussion about the project during this project phase:

- The public meeting, which will likely be held after quantification and distribution of preliminary assessment amounts, will be held in-person if allowed with COVID-19 policies. We anticipate that social distancing guidelines can be met with the anticipated participant levels, and a virtual presentation of the public meeting could be posted to the City and/or Bolton & Menk's website for those that do not want to attend an in-person meeting.

- At the first neighborhood meeting, the intended focus of discussion will be:
 - Communicating the proposed improvements to residents
 - Collecting input from residents and business owners to consider as part of the scope of the project (i.e. drainage issues or other infrastructure deficiencies).
 - Communicating the assessment policy and how assessments are to be applied. At future meetings more detail will be provided on example assessment calculations and payment schedules, however at this meeting focus will more so be on collecting input on items affecting the scope of the improvements and communicating to attendees what to expect in terms of the preliminary proposed project scope.

- At the second neighborhood meeting, the intended focus of discussion will be:
 - Revisiting the proposed improvements, including an overview of elements that may have changed since the first neighborhood meeting based on public input or other rationale.
 - Revisiting the assessment policy and how assessments are to be applied.
 - Providing two sample calculations of preliminary assessment amounts and communicating the influences that may impact the assessment amounts before final assessments are determined (as bid unit prices, benefit appraisals, etc.).

- Fielding resident questions and concerns prior to and in preparation for the public improvement hearing at the City Council Meeting.

Bolton & Menk will prepare and deliver presentations on the proposed improvements and preliminary estimated assessments at two neighborhood meetings and at two City Council meetings – including attendance at the meeting where the public improvement hearing is ordered and at the meeting where the hearing is conducted.

Feasibility Report

The results of the feasibility study including descriptions of the existing infrastructure, proposed improvements, estimated costs, preliminary assessment roll, preliminary figures, and proposed project schedule will be detailed in a written report in form and quality similar to the Interlachen Park Street & Utility Improvements feasibility report.

Task 3: Contracted Services By Others

Soil boring reports prepared by the geotechnical consultant will serve as the basis of our pavement evaluation. Bolton & Menk will secure a geotechnical consultant as part of Task 3 for investigation of site soils and determination of an assumed R-Value. From this geotechnical report, as discussed above in Task 2, Bolton & Menk will develop a preliminary pavement design and typical section. The evaluations of this report will be summarized for inclusion into the final feasibility study. Attached is a proposal from Braun Intertec who will perform geotechnical evaluation of the project site.

Bolton & Menk will contract with a BRKW to quantify the estimated benefit to unique properties within the project area. This work will be completed by BRKW as shown and for the properties identified in the attached proposal.

The following is a preliminary schedule for the 2022 Street & Utility Improvements:

Council Orders Preparation of Feasibility Report	May 18, 2021
Topographic Survey, Collect Existing Condition Data	May 24 – July 2, 2021
Geotechnical Evaluation	June 7 – July 16, 2021
1 st Meeting with City Staff – Discuss Existing Conditions	July 19 – July 23, 2021
2 nd Meeting with City Staff – Review Proposed Imps.....	August 16 – August 20, 2021
Neighborhood Meeting 1	August 30 – September 2, 2021
Council Set Public Hearing Date/Present Feasibility Report	September 21, 2021
Neighborhood Meeting 2	October 11 – 14, 2021
Present Feasibility Report / Conduct Public Hearing / Order Final Plans & Specifications	October 19, 2021
Preparation of Final Plans & Specifications	October 20 – December 21, 2021
Approve Final Plans & Specifications / Authorize Advertisement for Bids	December 21, 2021
Bid Opening	January 21, 2022
Council Sets Public Assessment Hearing Date	February 1, 2022
Neighborhood Meeting 3	February 21 – 25, 2022
Council Accepts Bids / Conduct Public Assessment Hearing / Adopt Assessment Roll / Award Bid	March 1, 2022
Construction	May – October 2022

B. ADDITIONAL SERVICES

Consulting services performed other than those authorized under Section I.A. shall be considered not part of the Contract Services and may be authorized by the CLIENT as additional services. Additional Services consist of those services which are not generally considered to be Contract Services; or exceed the requirements of the Contract Services; or are not definable prior to the commencement of the project; or vary depending on the technique, procedures or schedule of the project contractor. Additional services may consist of the following:

1. Cost of postage for mass mailing (those with greater than 100 recipients).
2. All other services not specifically identified in Section A.



Legend

- City Limits
- Parcels (4/1/2019)
- Lot Lines

Project Area

Benefit Appraisals



2022 Street & Utility Improvements



Disclaimer:
This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Hopkins is not responsible for any inaccuracies herein contained.

DETAILED WORK PLAN
ESTIMATED PERSON-HOURS
2022 STREET & UTILITY IMPROVEMENTS: PRELIMINARY DESIGN PHASE
CITY OF HOPKINS, MINNESOTA

5/10/2021

CLIENT: CITY OF HOPKINS, MINNESOTA PROJECT: 2022 STREET & UTILITY IMPROVEMENTS: PRELIMINARY DESIGN PHASE CONSULTANT: BOLTON & MENK, INC.		ESTIMATED PERSON-HOURS												
Task No.	Work Task Description	Principal Engineer	Senior Project Engineer	Senior Water Resources Engineer	Design Engineer	Communications Specialist	Engineering Technician	Landscape Architect	GIS Specialist	Survey Manager / L.S.	Survey Technician	Survey Crew	Clerical	Totals
1.0	TOPOGRAPHIC SURVEY AND MAPPING													
1.1	Plat Research, GSOC, Calculations/Preparation for Field		2							8	4		4	18
1.2	Set Horizontal and Vertical Control									2	2	20		24
1.3	Topographic Survey									4		60		64
1.4	Manhole Inventories & Reports		2							2	2	8		14
1.5	Data Processing, Drafting, and Mapping									6	10			16
SUBTOTAL HOURS: TASK 1		0	4	0	0	0	0	0	0	22	18	88	4	136
2.0	FEASIBILITY STUDY AND REPORT													
2.1	Review Geotechnical Report and Final Recommendations	2	4											6
2.2	Review/Compile Existing Infrastructure Data (As-builts, Private Utilities, Sewer Videos, etc.)	2	8				8							18
2.3	Prepare/Mail Resident Questionnaire and Review Responses	2	6			6							12	26
2.4	Preliminary Pavement Design and Utility Replacement Recommendations	2	12											14
2.5	Preliminary Stormwater Analysis and Stormwater Management	2	4	20			12							38
2.6	Prepare Preliminary Cost Estimates	2	8		8		8							26
2.7	Prepare Preliminary Assessment Rolls	2	12						8					22
2.8	Prepare Written Feasibility Report & Figures	6	24		24		60						8	122
2.9	Develop & Prepare Typical Sections	4	8		8			12						32
2.10	Prepare for and Attend Meetings*	24	24			8	8						8	72
SUBTOTAL HOURS: TASK 2		48	110	20	40	14	96	12	8	0	0	0	28	376
TOTAL HOURS		48	114	20	40	14	96	12	8	22	18	88	32	512

*Assumed meetings include: 2-project team/staff meetings, 2-neighborhood meetings, 2-City Council meetings

ESTIMATE OF PROJECT FEES
2022 STREET & UTILITY IMPROVEMENTS: PRELIMINARY DESIGN PHASE
CITY OF HOPKINS, MINNESOTA

5/10/2021

CLIENT: CITY OF HOPKINS, MINNESOTA PROJECT: 2022 STREET & UTILITY IMPROVEMENTS: PRELIMINARY DESIGN PHASE CONSULTANT: BOLTON & MENK, INC.		PROJECT FEES													
TASK		Principal Engineer	Senior Project Engineer	Senior Water Resources Engineer	Design Engineer	Communications Specialist	Engineering Technician	Landscape Architect	GIS Specialist	Survey Manager / L.S.	Survey Technician	Survey Crew	Clerical	Contracted/ Specialty Services	Total
	AVERAGE RATE:	\$185.00	\$149.00	\$179.00	\$125.00	\$98.00	\$139.00	\$130.00	\$120.00	\$172.00	\$106.00	\$160.00	\$94.00		
1.0	TOPOGRAPHIC SURVEY AND MAPPING														
1.1	Plat Research, GSOC, Calculations/Preparation for Field	\$0.00	\$298.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,376.00	\$424.00	\$0.00	\$376.00	\$0.00	\$2,474.00
1.2	Set Horizontal and Vertical Control	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$344.00	\$212.00	\$3,200.00	\$0.00	\$0.00	\$3,756.00
1.3	Topographic Survey	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$688.00	\$0.00	\$9,600.00	\$0.00	\$0.00	\$10,288.00
1.4	Manhole Inventories & Reports	\$0.00	\$298.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$344.00	\$212.00	\$1,280.00	\$0.00	\$0.00	\$2,134.00
1.5	Data Processing, Drafting, and Mapping	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,032.00	\$1,060.00	\$0.00	\$0.00	\$0.00	\$2,092.00
	SUBTOTAL FEES: TASK 1	\$0.00	\$596.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,784.00	\$1,908.00	\$14,080.00	\$376.00	\$0.00	\$20,744.00
2.0	FEASIBILITY STUDY AND REPORT														
2.1	Review Geotechnical Report and Final Recommendations	\$370.00	\$596.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$966.00
2.2	Review/Compile Existing Infrastructure Data (As-builts, Private Utilities, Sewer Videos, etc.)	\$370.00	\$1,192.00	\$0.00	\$0.00	\$0.00	\$1,112.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,674.00
2.3	Prepare/Mail Resident Questionnaire and Review Responses	\$370.00	\$894.00	\$0.00	\$0.00	\$588.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,128.00	\$0.00	\$2,980.00
2.4	Preliminary Pavement Design and Utility Replacement Recommendations	\$370.00	\$1,788.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,158.00
2.5	Preliminary Stormwater Analysis and Stormwater Management	\$370.00	\$596.00	\$3,580.00	\$0.00	\$0.00	\$1,668.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,214.00
2.6	Prepare Preliminary Cost Estimates	\$370.00	\$1,192.00	\$0.00	\$1,000.00	\$0.00	\$1,112.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,674.00
2.7	Prepare Preliminary Assessment Rolls	\$370.00	\$1,788.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,118.00
2.8	Prepare Written Feasibility Report & Figures	\$1,110.00	\$3,576.00	\$0.00	\$3,000.00	\$0.00	\$8,340.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$752.00	\$0.00	\$16,778.00
2.9	Develop & Prepare Typical Sections	\$740.00	\$1,192.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,560.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,492.00
2.10	Prepare for and Attend Meetings*	\$4,440.00	\$3,576.00	\$0.00	\$0.00	\$784.00	\$1,112.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$752.00	\$0.00	\$10,664.00
	SUBTOTAL FEES: TASK 2	\$8,880.00	\$16,390.00	\$3,580.00	\$5,000.00	\$1,372.00	\$13,344.00	\$1,560.00	\$960.00	\$0.00	\$0.00	\$0.00	\$2,632.00	\$0.00	\$53,718.00
3.0	CONTRACTED SERVICES BY OTHERS														
3.1	Geotechnical Engineering by Braun Intertec													\$7,280.00	\$7,280.00
3.2	Benefit Appraisals by BRKW													\$18,000.00	\$18,000.00
	SUBTOTAL FEES: TASK 3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,280.00	\$25,280.00
	TOTAL FEES	\$8,880.00	\$16,986.00	\$3,580.00	\$5,000.00	\$1,372.00	\$13,344.00	\$1,560.00	\$960.00	\$3,784.00	\$1,908.00	\$14,080.00	\$3,008.00	\$25,280.00	\$99,742.00

*Assumed meetings include: 2-project team/staff meetings, 2-neighborhood meetings, 2-City Council meetings

May 7, 2021

Proposal QTB138637

Nick Amatuccio, PE
Bolton & Menk, Inc.
2035 County Road D E
Maplewood, MN 55109

Re: Proposal for a Geotechnical Evaluation
2022 Street and Utility Improvements Project
6th and 7th Avenues South
Hopkins, Minnesota

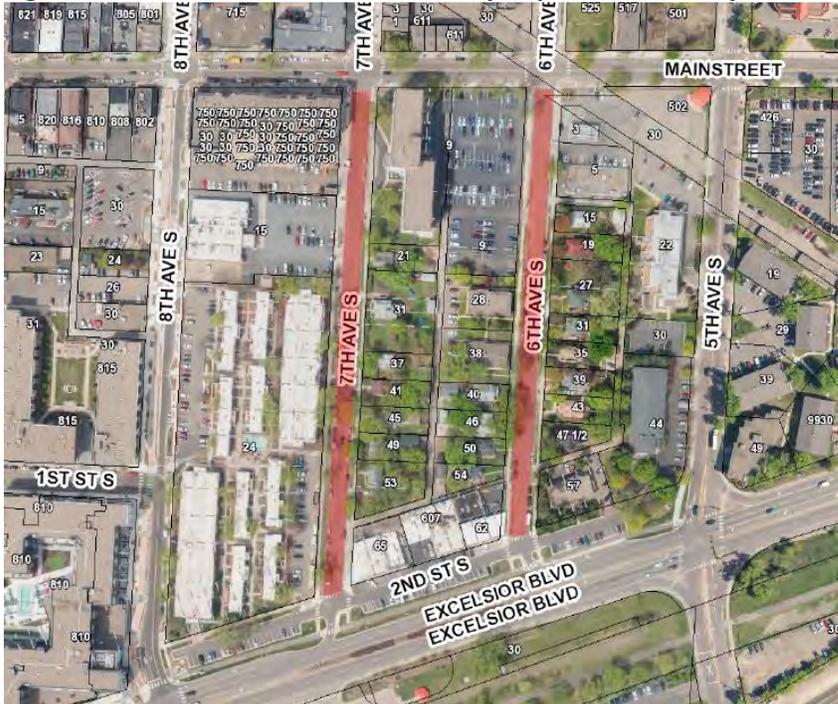
Dear Mr. Amatuccio:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the 2022 Street and Utility Improvements Project in the City of Hopkins, Minnesota.

Project Information

The project streets include 6th and 7th Avenues South between 2nd Street South and Mainstreet as shown in Figure 1.

Figure 1. Limits of 2022 Street and Utility Improvements Project



We understand the scope will include utility replacements and street reconstruction. The sanitary sewer depth is anticipated at about 14 feet below the street surface.

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of the 2022 Street and Utility Improvements Project in the City of Hopkins, Minnesota.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Site Access

We propose to use a truck-mounted rig for drilling. We assume there will be no cause for delays in accessing the exploration locations. We are not including services for tree clearing, debris, or obstruction removal, grading of navigable paths, or snow plowing.

Depending on access requirements, ground conditions, or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Staking

We will stake prospective subsurface exploration locations and obtain surface elevations at those locations using GPS. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project.

Utility Clearance

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Traffic Control

Based on the residential nature and speed limits in the project area, we have not budgeted for traffic control. We will need to revise our estimate if traffic control is required.

Penetration Test Borings

Per our discussion with you, we will complete three borings on each street to a depth of 20 feet, for 120 total linear feet of drilling. We will sample at 2 1/2-foot intervals to a depth of 15 feet, and 5-foot intervals at greater depths.

If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Groundwater Measurements

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs

MDH Sealing Record

We are planning the deepest borings to be at least 15 feet and less than 25 feet. Therefore, the Minnesota Statutes require us to complete a Sealing Record after our completion of the borings. Our proposal includes the fees for the Minnesota Department of Health (MDH) Sealing Record.

In the event we extend our borings to a depth of 25 feet or greater, the MDH requires us to complete and submit a Sealing Notification Form for the project. The submission of the Sealing Notification Form will require a signature from the property owner (or agent). If we extend our borings to a depth of 25 feet or greater, we will forward on to you a copy of the form for signature and increase our total fees by \$100.

Borehole and Core Abandonment

We will backfill our exploration locations immediately after completing the drilling at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we will seal 120 linear feet of borehole with grout.

Our lump sum fee includes those fees associated with the sealing.

Upon backfilling or sealing exploration locations, we will fill holes in pavements with a temporary patch.

Over time, subsidence of borehole or core backfill may occur, requiring releveling of surface grades or replacing bituminous or concrete patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

Sample Review and Laboratory Testing

We will return recovered samples from our drilling investigation to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we have budgeted to perform the following laboratory tests.

Table 1. Laboratory Tests

Test Name	Number of Tests	ASTM Test Method	Purpose
Moisture content	6	D2216	Soil classification, moisture condition, and engineering properties
Percent passing #200 sieve	4	D1140	Soil classification, evaluate frost susceptibility

We will determine the actual laboratory testing for the project depending on the encountered subsurface conditions. If we identify a laboratory testing program that exceeds the budget included in this proposal but provides additional value to the project, we will request authorization for the additional fees through a Change Order.

Engineering Analyses

We will use data obtained from the subsurface exploration and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to utility and pavement design and performance.

Report

We will prepare a report including:

- A CAD sketch showing the exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing utility and pavement subgrades, and the selection, placement, and compaction of fill.
- Recommendations for the design and construction of utilities and pavements.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule:

- Drill rig mobilization – within about three weeks following receipt of written authorization.
- Field exploration – one day on site to complete the drilling work.
- Classification and laboratory testing – within one to two weeks after completion of field exploration.
- Preliminary results – within two weeks after completion of field exploration.
- Draft report submittal – within about four weeks of completion of field exploration.
- Final report submittal – two weeks following comments on the draft report.

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal for a lump sum fee of **\$7,280**. Table 2 provides a breakdown of the proposed fees.

Table 2. Proposed Fee Breakdown

Service	Fee
Staking and utility clearance	\$885
Drilling	3,395
Laboratory testing	340
Coordination, engineering analysis, and report	2,660
Total	\$7,280

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

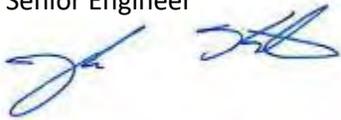
We will provide our services under the terms of the Master Subconsultant Agreement for Professional Services between Braun Intertec Corporation and Bolton & Menk, Inc.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Neil Lund at 952.995.2284 (nlund@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION

Neil G. Lund, PE
Senior Engineer



Joshua L. Kirk, PE
Account Leader, Senior Engineer

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

May 7, 2021

Nick Amatuccio, P.E.
Project Engineer
Bolton & Menk, Inc.
12224 Nicollet Avenue
Burnsville, MN 55337-1649

Re: Proposal for Appraisal Services – Special Benefits Valuation
City of Hopkins, MN 2022 Street & Utility Improvements Project
Project Location: 6th and 7th Avenues S., between Mainstreet and
2nd Street S., Hopkins

Dear Mr. Amatuccio:

By way of this letter, I am submitting a proposal for BRKW Appraisals, Inc. to provide Bolton & Menk, Inc., on behalf of its client, the City of Hopkins, Minnesota with a special benefits appraisal pertaining to the above referenced proposed improvement project. Though to date I have not received from you any detailed description of the proposed improvements, it is assumed that they are generally similar to those proposed within previous Hopkins improvement projects slated for the past few years or more, for which we provided special benefits appraisals; those improvements included reconstruction of streets as well as reconstruction or repair of water, sanitary sewer and storm sewer utility components, where needed.

Purpose/Intended Use/Intended Users

The purpose of the appraisal is to provide an opinion of the increase in market value, if any, accruing to 12 subject properties in the project area as a result of the proposed street and utility improvement project. The intended use of the appraisal is for assisting City of Hopkins officials in determining what level of special assessments levied to the subject properties in the project area can be sustained by at least an equal amount of property value increase due to the project. The intended users are Bolton & Menk, Inc., which would be the client of the appraisal assignment, and officials of the City of Hopkins, which is a client of Bolton & Menk, Inc.

Subject Properties

Shown on the following page is a table identifying the 12 subject properties to be included in the appraisal, based on a project map you provided me when requesting this proposal.

Subject Property List					
<u>Property</u>	<u>Fee Owner</u>	<u>PID #</u>	<u>Address</u>	<u>Property Type</u>	<u>Land Area (ac.)</u>
1a	Peterson Capital Invts LLC	Numerous (11 parcels total)	712-786 Mainstreet	Multi-tenant retail/cmcl.	
1b	Numerous - 48 individual owners	Numerous (48 parcels total)	750 Mainstreet	48 residential condo units	
1c	Marketplace Lofts Assn.	2411722430185 2411722430234	750 Mainstreet	Resid. condo common area	
Total - Property 1					1.22
2	Lommen Properties LLC	2411722430159	15 8th Ave. S.	Office-retail	1.00
3	Hopkins Plaza LP	2411722430235	24 7th Ave. S.	Apartments	4.29
4	Hopkins Village LP	2411722430239	9 7th Ave. S.	Senior apts.	0.90
	Community Housing Dev. Corp.	2411722430240	" " "	" " "	1.07
Total - Property 4					1.97
5	Chrisprop-Hopk LLC	2411722430033	28 6th Ave. S.	Apartments	0.30
6	Chrisprop-Hopk LLC	2411722430034	38 6th Ave. S.	Apartments	0.30
7	65 7th Ave S LLC	2411722430043	65 7th Ave. S.	Service cmcl.	0.24
8	William Christopherson	2411722430142	607 2nd St. S.	Light industrial	0.36
9	Kimberly Korb	2411722430039	62 6th Ave. S.	Service cmcl.	0.08
10	Eugene Maxwell	2411722430003	---	Multi-tenant	0.06
	" " "	2411722430031	3 6th Ave. S.	retail incl. gas	0.09
	" " "	2411722430143	5 6th Ave. S.	station/C store	0.31
Total - Property 10					0.46
11	Loon Properties LLC	2411722430019	57 6th Ave. S.	Apartments	0.30
12	Natl Handicap Hsg Institute Inc	2411722430157	44 5th Ave. S.	Apartments	0.77

Multiple Tax Parcel Properties

As shown in the Subject Property List above, three of the 12 identified subject properties comprise two or more adjoining tax parcels under common ownership and/or use. To conform with proper appraisal methodology, especially as it pertains to the analysis and conclusion of highest and best use, the appraiser must consider the "Larger Parcel," where applicable, and not limit the analysis to just one tax parcel, unless there is a separate and distinct highest and best use for the one tax parcel relative to adjoining, commonly-owned or commonly-used parcel(s).

This requirement holds true even if the City does not intend to assess all of the tax parcels in a multiple-parcel property due to their lack of direct frontage on the street to be improved.

The three general criteria defining the Larger Parcel are groups of parcels which have 1) unity of ownership or control, 2) unity of location (typically, contiguity), and 3) unity of use (i.e., the parcels have the same current use or have the same highest and best use). The subject properties, as shown in the Subject Property List, are identified and grouped into larger parcels or at a minimum “overall properties”, where applicable, based for the most part on these general criteria.

Discussed below are the three subject property situations in which a Larger Parcel analysis was required, and conclusions have been made relative to which parcels should constitute the properties to be appraised for special benefits purposes:

- **Property 1** comprises a 4-story mixed-use building containing apparently approximately 10 commercial condominium units on the main floor, all under one ownership; 48 residential condominium units on floors two through four, all of which appear to be individually/separately owned; and a handful of tax parcels containing common areas for either the commercial units or the residential units. The commercial common area parcels have the same owner as the commercial condominium units, and the residential common area parcels are owned by the owner association pertaining to the residential condo units. There are apparently a total of 61 tax parcels within this mixed-use condo project.

Though there are multiple owners in Property 1, all units and owners have a shared use in a single 1.22-acre tract of land physically containing the multiple tax parcels/ownerships. The single tract represents the “overall property” that will be valued for special benefits purposes. The conclusion of the total special benefit concluded for overall Property 1 will be allocated among the numerous tax parcels contained within the tract. The method of allocation likely will be directly or closely related to the percentage share each tax parcel possesses of the common elements of the condominium project, as stated in the condominium declaration documents.

- **Property 4** comprises the Hopkins Village Apartments. A high-rise apartment tower is located on the west of two adjoining parcels, and most of the parking lot serving the tower is located on the east of the two parcels. Though the fee owners of record of each parcel are technically different, preliminary research indicates, and it is assumed, that the two ownership entities are related and thus both have common control over the use of both parcels. The two parcels clearly work together as one property serving the operation of the high-rise apartment tower, and thus they are appraised as one property for special benefits purposes.

For Property 4, any special benefit concluded for the overall property will be allocated between its two tax parcels on a pro-rata basis, relative to their share of the total land area of the overall property.

- **Property 10** comprises three adjoining, commonly owned tax parcels which together contain and serve a multi-tenant retail strip building; gasoline fueling pumps, canopy and underground tanks; and surrounding parking areas. The three parcels clearly serve as one property supporting the existing use, and thus they are appraised as one property for special benefits purposes.

For Property 10, any special benefit concluded for the overall property will be allocated among its three tax parcels on a pro-rata basis, relative to their share of the total land area of the overall property.

Scope of Work

The special benefits appraisal will be based on a before-and-after valuation methodology. This involves developing an opinion of the market value of each subject property as it exists before the proposed street/utility improvements, and also concluding an opinion of the market value of the property assuming the improvements are completed. The difference between the before and after values reflects an opinion of special benefit to the property resulting from the street/utility improvement project.

All of the subject properties in the project area contain buildings and supporting site improvements. However, since the value benefits of street, utility and similar public improvement projects accrue to the land, rather than to the buildings of individual properties, **the valuation in all cases will involve the land component of the subject properties only.**

The land components of the subject properties will be valued, in both the before and after street/utility improvements positions, by applying the Sales Comparison Approach, which involves comparison of recently sold, reasonably similar land parcels to the subject land. Adjustments to the sale prices of the comparable sales are made for value-related differences between the comparables and the subject. The result is an indication of what the subject land, for each subject property, would sell for if offered on the market, before and after the improvements.

Report Type

One appraisal report will be prepared addressing the special benefits valuation of all 12 subject properties. An opinion of special benefit will be provided for each property. The appraisal will be presented in a **Restricted Appraisal Report** format, which meets the minimum requirements of content that must be contained in an appraisal report as mandated by the Uniform Standards of Professional Appraisal Practice (USPAP).

In a Restricted Appraisal Report format, the focus is on stating the main points and conclusions of the appraisal process, rather than discussing in detail the properties and illustrating the valuation methodology used in arriving at the appraiser's value opinions. The appraisal process and its results are presented in a very brief manner, with significant supporting data, notes and analyses retained in the office work file of the appraiser.

The primary function of the Restricted Appraisal Report connected to this valuation assignment is to communicate to the client whether proposed or contemplated property assessments in accordance with the City special assessment policy can be sustained by at least an equal increase in the market value of the property as a result of the proposed improvement project; the primary function of the reports is not to document and prove within the report how the conclusion of any market value increase was reached.

The Restricted Appraisal Report will contain, for each subject property, an opinion of the special benefit, if any, resulting from the improvement project. The report will provide commentary on the various factors and circumstances influencing the final conclusions of benefit to the properties. The valuation methodology used to develop the opinions of special benefit will be described in a summarized manner. However, the report, due to its brevity, will not present comparable sale data or adjustment grids used to arrive at the value opinions.

Assuming that the appraisal is to be used internally by city officials only (for the purposes of determining the increase in property market value relative to proposed or contemplated assessments), the Restricted Appraisal Report format should sufficiently serve the intended use and at the same time provide significant economies pertaining to the time spent writing the report versus completing the analysis and valuation. These economies are reflected in the proposed appraisal fee. **Given the brevity of the Restricted Appraisal Report format, it is restricted for use and designed to be read by the intended users only** (in this case officials of the client Bolton & Menk, Inc. and officials of its client, the City of Hopkins), since others not substantially familiar with the properties, project and/or valuation process may not fully understand the report without the supporting information retained in the appraisal work file.

To clarify the intent, limitations, and allowances of the Restricted Appraisal Report, it is appropriate for use within the immediate intended user base (officials/staff of Bolton & Menk, Inc. and the City of Hopkins); it is not appropriate for dissemination to other groups beyond the intended user base, such as the public, via City Council meetings and/or Council packets posted on the city website. On the other hand, there is nothing inappropriate about the intended users quoting the conclusions of the appraisal report to others, including the stated opinions of special benefit, as long as the appraisal report itself is not presented for viewing by those beyond the intended user base, since the data and analysis supporting the opinions of special benefit is not included in the report.

Should any one or more property owners subsequently appeal a special assessment related to the project, at that point our firm would be able to follow up with a more comprehensive, detailed report, presented in an Appraisal Report format, addressing an individual property, with sufficient data and documentation such that the report could be used for settling the appeal or trying it in court. Additional appraisal fees and time would be necessary for our firm to provide such an expanded, individual property report for an appeal.

Proposed Appraisal Fee

Based on the anticipated scope of work involved in completing this assignment, I propose the following appraisal fee: **\$18,000**.

Completion Date

The appraisal report will be completed **no later than August 16, 2021**.

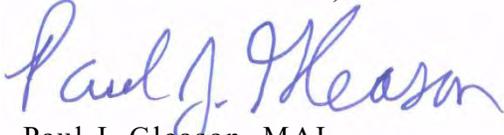
Deliverables

A high-quality, full-color electronic copy of the appraisal report, in .pdf format, will be emailed to you upon completion of the assignment. Should the need or desire arise for one or more hard copies of the report as well, our firm could print, bind and mail to you such hard copies, upon your request, with sufficient advance notice.

Thank you, Mr. Amatuccio, for the opportunity to submit this proposal. Please contact me at 651-646-6114, 612-229-9818 (direct line) or pgleason@brkw.com with any questions or comments you may have.

Sincerely,

BRKW APPRAISALS, INC.



Paul J. Gleason, MAI

Principal

Certified General Real Property Appraiser

MN License No. 4003073

REQUEST FOR FINANCIAL ASSISTANCE – BLAKE ROAD STATION

Proposed Action

Staff recommends adoption of the following motion: Move to direct staff to prepare a loan agreement for HRA consideration between TF Hopkins, LLC and the City of Hopkins.

With this motion, the loan agreement will be prepared and brought forward for action at a future meeting.

Overview

The Blake Road Station project is the redevelopment of 7.4 acres of land located at the intersection of Excelsior Boulevard and Blake Road South. Trilogy Real Estate Group has proposed to develop the site in a three-phase, multi-modal transit-oriented development adjacent to the Blake Road Southwest LRT Station. Each phase will build upon the improvements of the previous phase and will ultimately result in an increasingly connected, pedestrian friendly, and transit-focused community.

The project will add to the mix of housing choices for area residents, providing a new opportunity to live immediately adjacent to the light rail transit station. The development also includes some retail space, with tenants yet to be identified. The development will substantially increase the taxable market value of the property. The first phase alone will result in an estimated annual increase in local property taxes from \$28,000 per year to approximately \$456,000.

The expectation has been that this development proposal would not rely on a City financial subsidy and therefore conversations have not focused on what community goals could be achieved through financial participation by the City. However, over the time it has taken to put the project together several factors have caused an increase in project budget to the point the developer has indicated it is not financially feasible without City assistance.

Primary Issues to Consider

- What is the financial assistance request from Trilogy?
- Is the assistance necessary for the project to move forward?
- What is the appropriate level of assistance and what are the recommended terms?

Supporting Information

- Public financing application
- Memo from Stacie Kvilvang, Ehlers

Kersten Elverum, Director of Planning & Development

Financial Impact: \$0	Budgeted: Y/N <u>NA</u>	Source: TBD
Related Documents (CIP, ERP, etc.): _____		

Analysis of the Issues

What is the financial assistance request from Trilogy?

Trilogy Real Estate Group has submitted an application to the City of Hopkins for financial assistance to support the Blake Road Station development. The request is for \$4,169,492 for the first phase; \$14,248,657 for all three phases. There are several factors that have contributed to the financial gap in the project including environmental remediation, escalating lumber costs, design changes and other project changes. The specific request is as follows:

Retail Subsidy is required to bridge the gap between market rates for community serving retail and rates needed to sustain the project. At the City's request, retail has been added into the program for Building A (previously only Site B had a retail component). Note that retail was considered for Building C, but at the time of review a lone retail use was not viable. The retail subsidy will allow the development to sustain the retail component and offers affordable rents for tenants.

Environmental and Demolition Grant(s) are requested as the work & costs associated with abatement of regulated materials, remediation of contaminated soils and the resulting additional building controls and construction premiums added to the funding shortfall. Non-City grant opportunities were pursued and a \$340,521 Environmental Grant from DEED was awarded to the project.

Below Grade Parking Grant is requested due to additional building costs associated with the request for an enhanced pedestrian experience and add/increased parking for retail use. The development was modified to accommodate this request by bringing down residential, amenity and add retail components on to the ground level which reduced parking on Levels 1 and 2. In order to maintain parking counts, a partial level of below grade parking is needed to accommodate the optimal parking ratio. Additionally, it was asked that all 4 sides of the building be treated as 'frontages' with enhanced facades in lieu of only the facades facing Blake or Excelsior. The result is the design conveyed in the PUD and Site Plan in which the development serves as a gateway to Hopkins.

Is the assistance necessary for the project to move forward?

City staff, and our financial consultant, Ehler's, believe that some additional financial assistance is necessary for the project to move forward (see attached memo.) It is staff's recommendation that the basis for the assistance be tied to the environmental remediation necessary for development. The City and developer were successful in obtaining a clean-up grant through DEED totaling \$340,521, but were not successful in applications to Hennepin County and the Met Council. The total costs of remediation, demolition and related costs for phase I are \$1,111,188, leaving a balance of \$685,000 after adjustments are made. Providing assistance to the developer for these costs will bring the site into a level field as greenfield sites or sites without significant environmental issues, and staff supports assisting with the environmental clean-up costs.

The developer and the City of Hopkins will pursue environmental clean-up funds for phase II and phase III, estimated to cost \$1.95 million. If they are not successful in obtaining grant funds for the total cost, less required developer match, the developer has requested City assistance to bridge

those potential future gaps. Staff is supportive of assistance for future environmental costs, if needed.

The design changes, including parking and facades, are included in the items provided in the Planned Unit Development (PUD) zoning exchange. The retail subsidy was a new concept that has not been previously discussed with the developer and the benefits to the community are not understood at this time. The first phase of construction, which is the only phase of the project that is being considered for site plan approval, only has 2000 square feet of retail space which is anticipated to be leased at market rates.

As the second and third phases of the development are brought forward for site plan approval, the developer may revisit the opportunity to work with the City to shape a development that meets community goals and as a result, revisit a request for assistance for affordable commercial space, as it is merited.

What is the appropriate level of assistance and what are the recommended terms?

Based on the information provided, it is staff's recommendation that the City, through the Housing and Redevelopment Authority, provide a forgivable loan to the developer of \$685,000 for phase I and a commitment for future phases with conditions that will be identified in the agreement. Funds for the loan would be provided through excess Tax Increment Financing (TIF) from the 2-11 TIF District. These funds are eligible expenditures for redevelopment.

It would also be conditioned on the project receiving its land use approvals (the project will be presented to the Planning Commission and City Council in May/June) and moving forward.

The loan would be forgiven after 10 years, but would be required to be paid back if the property was sold or transferred within the 10-year period. If this is supported by the City Council, staff will work on a loan agreement to be considered by the Hopkins HRA at a future meeting.

The developer has indicated that the project may not be able to move forward without a more significant level of public assistance. Ehlers has completed a preliminary review of the developer's proforma and has concluded that it may not be necessary due to certain fees the developer has control over, removal of up-front costs paid by the City and additional proforma issues. Additionally, it should be noted that the project area is within a Federal Opportunity Zone that brings tax benefits to investors.

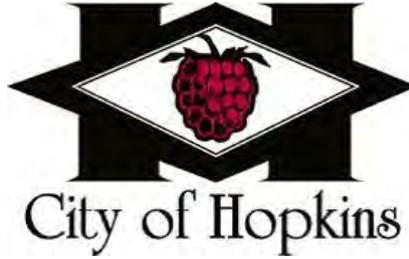
If the City Council is interested in providing more subsidy, by creating a new TIF District or pledging additional TIF from 2-11, the Council should identify if the project would need to change to justify the additional subsidy since it has not been put through that lens. To fully analyze the appropriate level of subsidy from the City, additional information would be required of the developer and closer examination of the proforma would be required to meet a "But For" test.

Alternatives

The City Council has the following alternatives regarding this item:

- Direct staff to prepare loan documents with the terms outline by staff.
- Amend the terms.

- Elect to not provide any financial assistance to the Blake Road Station development project.



1010 1st Street South • Hopkins, MN 55343 • Phone (952) 935-8474 • www.hopkinsmn.com

APPLICATION FOR PUBLIC FINANCING

Applicant Information

1. **Applicant Name:** TF Hopkins, LLC, a Delaware limited liability company
(Name should be the officially registered name of the business entity.)

Address: 520 W. Erie Street, Suite 100, Chicago, IL 60654

Telephone: (312) 750-0900 _____ Email Address: tbriere@triologyreg.com

2. **Name of Person Completing the application:** Justin P. Weinberg, Taft Stettinius & Hollister LLP

Address: 2200 IDS Center 80 South 8th Street, Minneapolis MN 55402

Telephone: 612-977-8780 Email Address: jweinberg@taftlaw.com

3. **Names and Addresses of Architect, Engineer, and General Contractor for this project:**

Attorney Name: Justin P. Weinberg, Taft Stettinius & Hollister LLP
Address: 2200 IDS Center, 80 S 8th Street, Minneapolis, MN 55402-2157
Telephone: (612) 977-8780 Email Address: jweinberg@taftlaw.com

Architect Name: Elness Swenson Graham Architects, Inc
Address: 500 Washington Ave S, Minneapolis, MN 55415
Telephone: (612) 501-0308 Email Address: heather.whalen@esgarch.com

Engineer Name: Kimberly Horn
Address: 767 N Eustis St #100, St Paul, MN 55114
Telephone: (651) 645-4197 Email Address: trish.sieh@kimberly-horn.com

General Contractor Name: TBD
Address: _____
Telephone: _____ Email Address: _____

4. **If the applicant is a corporation, please name officers, directors, or stockholders holding more that 5% of the stock of the corporation. If the corporation is not formed, provide as much information as possible concerning potential officers, directors, or stockholders:**

Applicant is a single member Delaware limited liability company

4a. If the applicant is a general partnership, name of the general partners and if a limited partnership, state the general partners and limited partners with more than 5% interest in the limited partnership. If the partnership is not formed, provide as much information as possible concerning potential officers, directors or stockholders.

N/A

4b. Has the applicant ever been in bankruptcy? If yes, please describe the circumstances.

Yes (please Explain): _____

No: X

4c. Has the applicant ever been convicted of a felony? Is yes, please describe the circumstances.

Yes (please Explain): _____

No: X

4d. Has the applicant ever defaulted on any bond or mortgage commitment?

Yes (please Explain): _____

No: X

Project Information

1. PID#'s, legal description, address, and size of project site:

PID#: Parcel 1: 1911721420044, Parcel 2: 1911721420045, Parcel 3: 1911721420046

Address:

- Parcel 1: 1009 Hill St, Hopkins, MN
- Parcel 2: 8594 Excelsior Blvd, Hopkins MN, 55343
- Parcel 3: 8490 Excelsior Blvd, Hopkins MN, 55343

Legal Description:

- Parcel 1 - Lot 1, Block 1, Hopkins Commerce Center Addition, Hennepin County, Minnesota. Registered Land -Certificate of Title No. 866673.
- Parcel 2 - Lot 2, Block 1, Hopkins Commerce Center Addition, Hennepin County, Minnesota. Registered Land -Certificate of Title No. 866674.
- Parcel 3 - Lot 3, Block 1, Hopkins Commerce Center Addition, Hennepin County, Minnesota. Registered Land -Certificate of Title No. 866675.

Size of Project Size (Acres): 7.4 Acres

2. **Current ownership of the site:** Hopkins Commerce Center LLP; Michael Launer, 7000 Gleason Rd, Edina, MN 55439

3. **Do you have current control of the site:**

Yes: X

No:

4. **Project description.**

The Blake Road Station project is the redevelopment of 7.4 acres of land located at the intersection of Excelsior Boulevard and Blake Road South in Hopkins, MN. Trilogy Real Estate Group is working with the City of Hopkins to develop the site in a three-phase, multi-modal transit-oriented development adjacent to the Blake Road Southwest LRT Station. Each phase will build upon the improvements of the previous phase and will ultimately result in an increasingly connected, pedestrian friendly, and transit-focused community. The project will add to the mix of housing choices for area residents, providing a new opportunity to live immediately adjacent to the light rail transit station.

5. **If property is to be subdivided or replatted, please describe.**

Yes, currently planning to replat once phase III of the project is complete.

6. **Estimated project costs: (Please enclose detailed sources and uses, unit count with rents and sq/ft, detailed operating expenses and 15-year operating *Pro Forma*).**

SEE ATTACHED EXHIBIT

7. **Source of Financing**

SEE ATTACHED EXHIBIT. In addition, to support retail tenants, the City must provide either a rent subsidy, grants or low-cost financing the bridge a gap of market rates and the rates needed to sustain the project. That gap is up to \$19.00 per square foot. Such funding can be provided directly to the landlord; or, to the tenants.

8. **Project Construction Schedule:**

Phase 1: August 2021 - April 2023

Phase 2: Spring 2022 - Fall 2023

Phase 3: Depending on current tenants exercising options, 2026-2027 or 2031-2032.

9. Total Estimated Market Value of Project upon completion

Phase 1: \$68,568,744

Phase 2: \$82,612,497

Phase 3: \$100,221,505

10. Please indicate whether or not the project meets one or more of Hopkins' Eligible Uses as identified in section 4.01 of the City's Tax Increment and Tax Abatement Policy (identify eligibility and state reason):

Yes, the project will meet the Eligible Uses. Those would include, without limitation, redevelop blighted or underutilized areas of the community; promote neighborhood stabilization and revitalization by removal of blight and upgrading in existing housing stock; removal or blight and encouragement of redevelopment in a commercial and industrial area of the City to encourage high levels of property maintenance; increase in local business potential; and, acceleration of the development process and achieve development on ths site that would not be developed without this assistance. The last point cannot be emphasized enough - this development must have assistance in order to meet market viability.

11. Will any public official of the City, either directly or indirectly, benefit from the issuance of public assistance within the meaning of Minnesota Statutes, Section 412.311 or 471.87? If yes, please explain the circumstances.

Yes (please Explain): _____

No: X

Public Assistance Request

1. Amount of public assistance.

Grants for the demolition, environmental and basement for building 1 - all as set forth in the attachment.

2. Form of assistance.

Grants.

3. Describe the purpose for which public assistance (TIF, Tax Abatement, etc.) is required.

grants (demolition, environmental and basement in building)

4. Please submit an itemized list of project costs for which public assistance is being requested.

See attached.

5. State specific reasons why, "but for" the use of public assistance, this project would not be possible.

The project, which includes all 3 phases, simply is not economically viable without the assistance.

Application Process

1. The following documents must accompany the Application:

- A. A detailed sources & uses statement, unit mix with rents and sq/ft, detailed operating expenses and 15-year project *Pro Forma*
- B. Parcel Map depicting the proposed redevelopment area
- C. Site plans and floors plans (as available)
- D. Significant additional information may be requested at any time by the City/HRA and may be in addition to the materials outlined in this application. The Applicant shall be required to submit any and all information as requested by the City/HRA.

2. Applicant acknowledges and agrees to pay the \$1,000 Public Assistance Application Fee and is **non-refundable**.

3. At the time of acceptance by staff of the Public Financing Application, the applicant shall deposit \$10,000 with the City/HRA to cover attorney and consultant costs incurred as part of conducting any fiscal analysis that may be required to meet the requirements of utilizing any public financing, drafting and negotiating a development agreement, and establishing a TIF district or abatement. If additional

expenses are incurred beyond the \$10,000, prior to the execution of a development agreement, the City/HRA shall notify the applicant in writing and the applicant will be required to deposit additional funds upon notice.

4. The Applicant shall hold the City/HRA, its officers, consultants, attorneys, and agents harmless from any and all claims arising from or in connection with the Project or Public Assistance Application, including but not limited to, any legal or actual violations of any State or Federal securities laws.
5. The Applicant recognizes and agrees that the City/HRA reserves the right to deny any application for Public Assistance at any stage of the proceedings prior to adopting the resolution approving the public assistance, that the Applicant is not entitled to rely on any preliminary actions by the City/HRA prior to the final resolution, and that all expenditures, obligations, costs, fees, or liabilities incurred by the Applicant in connection with the Project are incurred by the Applicant at its sole risk and expense and not in reliance on any actions of the City/HRA.

The undersigned, a duly authorized representative of the Applicant, hereby certifies that the foregoing information is true, correct, and complete as of the date hereof and agrees that the Applicant shall be bound by the terms and provisions herein.

TF Hopkins, LLC, a Delaware limited liability company

DocuSigned by:

By: 77C133E254154EB

K. Shaylan Baldwin, Secretary

April 30, 2021
Date: _____

ATTACHMENT 1Blake Road Station Sources and Uses - 4.30.2021
Hopkins, MN**TRILOGY**
REAL ESTATE GROUP

Project Uses				
Land & Acquisition Costs				
	Phase I	Phase II	Phase III	TOTAL
Land Purchase	\$4,380,000	\$5,995,000	\$3,886,000	\$14,261,000
Land Closing Costs	286,583	204,850	141,580	633,013
Total Land & Acquisition Costs	\$4,666,583	\$6,199,850	\$4,027,580	\$14,894,013

	Phase I	Phase II	Phase III	TOTAL
Environmental	642,560	835,256	91,304	1,569,120
Demolition	360,000	375,924	647,405	1,383,329
Building Construction	41,347,379	49,465,897	63,544,212	154,357,487
Additional Below Grade Parking	3,544,569	4,292,732	5,628,941	13,466,242
Exterior Improvements	4,168,992	5,463,635	7,164,314	16,796,941
Construction Contingency	894,528	1,182,945	1,525,249	3,602,723
Total Hard Costs	\$50,958,028	\$61,616,389	\$78,601,425	\$191,175,842

Project Soft Costs				
	Phase I	Phase II	Phase III	TOTAL
Financing Fees	\$875,500	\$1,125,500	\$1,422,500	\$3,423,500
Construction Financing Interest	2,000,000	2,250,000	2,600,000	6,850,000
Design	1,532,000	1,748,750	2,098,500	5,379,250
FFE	350,000	800,000	925,000	2,075,000
Lease Up Marketing & Sales	340,000	390,000	465,000	1,195,000
Civil Environmental & Geotech	108,628	25,000	25,000	158,628
AV & Low Voltage	150,000	175,000	200,000	525,000
Other Soft Costs	2,518,030	2,587,315	2,644,073	7,749,418
Development Fee	3,529,931	3,960,215	5,020,139	12,510,286
Development Contingency	1,540,044	1,734,477	2,192,287	5,466,809
Total Project Soft Costs	\$12,944,133	\$14,796,258	\$17,592,500	\$45,332,891
TOTAL USES	\$68,568,744	\$82,612,497	\$100,221,505	\$251,402,745

Project Sources				
	Phase I	Phase II	Phase III	TOTAL
Construction Financing	\$41,141,246	\$49,567,498	\$60,132,903	\$150,841,647
Trilogy Equity	23,258,005	27,229,993	35,824,443	86,312,441
Public Financing (Funding Shortfall)	4,169,492	5,815,006	4,264,159	14,248,657
TOTAL SOURCES	\$68,568,744	\$82,612,497	\$100,221,505	\$251,402,745

ATTACHMENT 2

**Estimated Contamination Cleanup Grant Allocations
Blake Road Station Phase A
Hopkins, Minnesota
October 30, 2020**

Item	Activity	Units	Estimated Quantity	Unit Cost	Cost Estimate	% Complete	Funding Allocation Request					
							DEED	Met Council	Hennepin County	Developer	Total	
A. Pre-Development Environmental Work												
1	Phase I Environmental Site Assessment				\$ 2,800	100%					2,800	2,800
2	Phase II Site Investigation and second round vapor sampling				\$ 53,987	100%					53,987	53,987
3	Response Action Plan (RAP) Preparation				\$ 7,500	100%	5,625				1,875	7,500
4	Regulated Materials Survey				\$ 29,629	100%					29,629	29,629
5	Regulated Materials Survey - Pre-Demolition/Destructive		Estimate		\$ 4,712	0%		4,712			0	4,712
6	Environmental Plans and Specifications/Vapor Mitigation System Design		Estimate		\$ 8,000	0%		6,000			2,000	8,000
7	Pre-Construction MPCA Brownfield Program Review and Liability Assurances		Estimate		\$ 2,000	0%		1,500			500	2,000
Subtotal - Pre-Development Environmental Work					\$ 108,628		\$ 13,125	\$ 4,712	\$ -	\$ 90,791	\$ 108,628	
							12%	4%			84%	
B. RAP Implementation Activities												
<i>Soil Remediation During Construction:</i>												
1	- Contaminated Soil Excavation and Segregation per MPCA-approved RAP	Tons	1,800	\$4.00	\$7,200	0%	5,400	936		864	7,200	
	- Contaminated Soil - Transport to disposal facility	Tons	1,800	\$13.00	\$23,400	0%	17,550	3,042		2,808	23,400	
	- Contaminated Soil - Cost to Dispose at Industrial Landfill	Tons	1,800	\$20.00	\$36,000	0%	27,000	4,680		4,320	36,000	
2	RAP Implementation Environmental Monitoring, Testing and Documentation Reporting		Estimate		\$80,000	0%	22,800	15,000	15,000	7,200	60,000	
3	Active Vapor Mitigation System under Parking Garage	Sq. Ft.	51,450	\$4.00	\$205,800	0%	102,900	78,204		24,696	205,800	
4	Utility Corridor Vapor Controls	Sq. Ft.	5,000	\$2.00	\$10,000	0%	7,500	1,300		1,200	10,000	
5	Abatement - Asbestos		Estimate		\$107,860	0%		57,860	50,000	0	107,860	
	Abatement - Regulated Materials		Estimate		\$8,500	0%				8,500	8,500	
	Abatement - Professional Services (Specifications Development)		Estimate		\$1,850	0%		1,850		0	1,850	
6	Abatement - Professional Services (Air Monitoring)	Day	5	\$1,200	\$6,000	0%		6,000		0	6,000	
	Abatement - Professional Services (Reporting)		Estimate		\$950	0%		950		0	950	
7	Demolition (Cost is full demolition, soil impacts are assumed below ~50% of building)		Estimate		\$360,000	0%		130,000	50,000	180,000	360,000	
8	Stormwater System per MPCA prohibition of an infiltration type system		Estimate		\$170,000	0%			115,000	55,000	170,000	
9	MPCA Voluntary Program Charges for Technical Approvals and Liability Assurances		Estimate		\$5,000	0%	3,000	1,350		650	5,000	
Subtotal - RAP Implementation Activities					\$ 1,002,560		\$ 186,150	\$ 301,172	\$ 230,000	\$ 285,238	\$ 1,002,560	
							18.6%	30.0%	22.9%	28.5%	100.0%	
Total Environmental Costs					\$ 1,111,188		\$ 199,275	\$ 305,884	\$ 230,000	\$ 376,029	\$ 1,111,188	
							17.9%	27.5%	20.7%	33.8%	100%	

Note: Part B developer costs meet 12% minimum match requirement of DEED eligible Lines 1, 2, 3, 4 & 6

Prepared by Braun Intertec Corporation

MEMORANDUM

TO: Kersten Elverum – Director of Planning and Development
 FROM: Stacie Kvilvang - Ehlers
 DATE: May 18, 2021
 SUBJECT: Trilogy Request for Assistance

Trilogy is planning on constructing approximately 770 apartment units and 11,000 sq/ft of retail at corner of Blake Road, Excelsior Boulevard and Pierce Avenue. They initially requested approximately \$13.9 million in TIF assistance for environmental clean-up, site preparation, commercial lease subsidy and parking for all three phases of the proposed development. The recommendation is to address the gap in environmental clean-up and demolition costs, which are costs any redevelopment would incur. Based upon discussions with staff and consultants their overall ask has been reduced to cover environmental and demolition costs totaling approximately \$2.65 million.

Trilogy intends to move forward with Phase I this year, which consists of approximately 220 apartments and 2,000 sq/ft of retail. The costs associated with environmental clean-up and demolition are detailed below:

Use	Amount
Pre-Development Environmental Work	\$ 108,628
Contaminated Soil Removal	\$ 66,600
Remedial Action Plan Implementation	\$ 60,000
Vapor Mitigation	\$ 215,800
Asbestos Abatement	\$ 125,160
Demolition	\$ 360,000
Stormwater System per MPCA	\$ 170,000
MPCA Fees	\$ 5,000
TOTAL	\$ 1,111,188

The City and Trilogy applied for grants from Hennepin County, DEED and Metropolitan Council to cover these costs. The City only received grant funds from DEED in the amount of \$340,521, which is \$770,667 less than the total costs. Staff reviewed the costs not covered by the grants and determined that the City could provide \$685,000 in up front assistance to cover these redevelopment costs. The remaining difference of \$85,667 is to be paid by the Developer as noted in the table below:

Source	Cost
Environment Remediation/Demolition	\$ 1,111,188
DEED Grant	\$ (340,521)
Net Costs Not Funded By Grants	\$ 770,667
Developer Paid	\$ (85,667)
Net City Contribution	\$ 685,000

The environmental and demolition costs for Phase II and Phase III total approximately \$1.95 million (\$1.2 million and \$750,000 respectively). The City and Trilogy intend to apply for grants for these

Phases as well, but if unsuccessful, Trilogy is requesting that the City provide up-front assistance for these costs, just like in Phase I.

The funding source for these costs will come from TIF District 2-11 (Super Valu), which is a redevelopment TIF District that the City/HRA has cash available for use on qualified redevelopment expenditures like these (these are restricted funds per State Statute and can only be used for qualified purposes). The District currently has enough funds in the account to pay the \$2.65 million in costs as they arise, without impeding the City from having dollars available for other qualified redevelopment purposes in the future.

Overall, investment of \$2.65 million into the various Phases will net significant returns to the City in the form of future tax base and taxes. Currently the pay 2021 taxable value of the three parcels is \$6.93 million and generates approximately \$252,000 in annual taxes, of which the City's portion is approximately \$63,000. Upon completion, the value of each Phase and future City portion of taxes is noted in the table below:

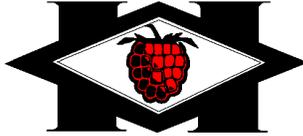
Future Taxable Value		
Phase	Total Sq Ft/Units	Taxable Market Value
1	220	53,900,000
2	250	61,250,000
3	300	73,500,000
TOTAL	770	188,650,000

Tax Calculations							
New Use	City Portion	County Portion	School District	Misc	Total Local Taxes	Mk Value Taxes	TOTAL
Phase I Apt	\$455,886	\$257,440	\$178,396	\$62,221	\$953,942	\$77,390	\$1,031,332
Phase II Apt	\$518,053	\$292,545	\$202,722	\$70,705	\$1,084,025	\$87,943	\$1,171,968
Phase III Apt	\$621,663	\$351,054	\$243,267	\$84,847	\$1,300,831	\$105,531	\$1,406,362
TOTAL	\$1,595,602	\$901,040	\$624,384	\$217,773	\$3,338,798	\$270,864	\$3,609,662

As shown, Phase I will provide approximately \$456,000 in annual taxes to the City (currently receiving only \$28,000) and all Phases combined will be approximately \$1.6 million. This is an overall increase of 2,600% in valuation growth.

Based upon these factors and preliminary "high level" review of the development proforma, the request is reasonable and will not unduly enrich the developer.

Please contact me at 651-697-8506 with any questions.



Finance

CITY OF HOPKINS

Memorandum

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

From: Nick Bishop, Finance Director

Date: May 18, 2021

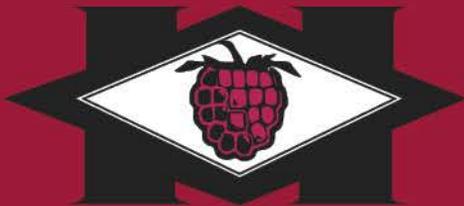
Subject: First Quarter Financial Report

Attached is the presentation for the 1st quarter financial report. If you have any questions in advance please contact me. A full presentation will be given at the council meeting.

2021 1st Quarter

Financial Report

Prepared by Finance Department



City of
Hopkins
Minnesota

General Fund Overview

- At the end of the 1st quarter
 - Revenues are at 22.72%
 - Expenditures are at 19.32%



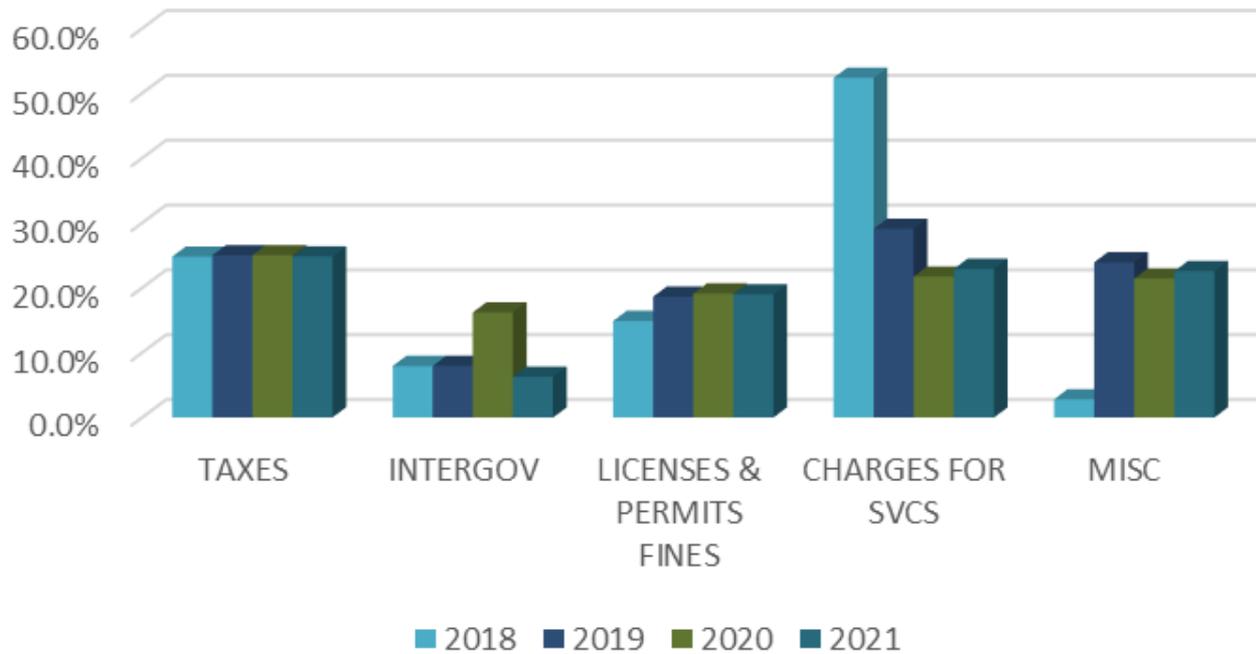
General Fund Revenues

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
Taxes	\$ 12,896,352	\$ 3,202,138	24.83%
Intergovernmental	1,474,671	92,610	6.28%
Licenses, Permits & Fines	784,515	149,072	19.00%
Charges for Services	229,550	52,600	22.91%
Miscellaneous	365,750	82,532	22.57%
Total Revenues	\$ 15,750,838	\$ 3,578,953	22.72%



General Fund Revenues

Percent of Budget through 1st Qtr



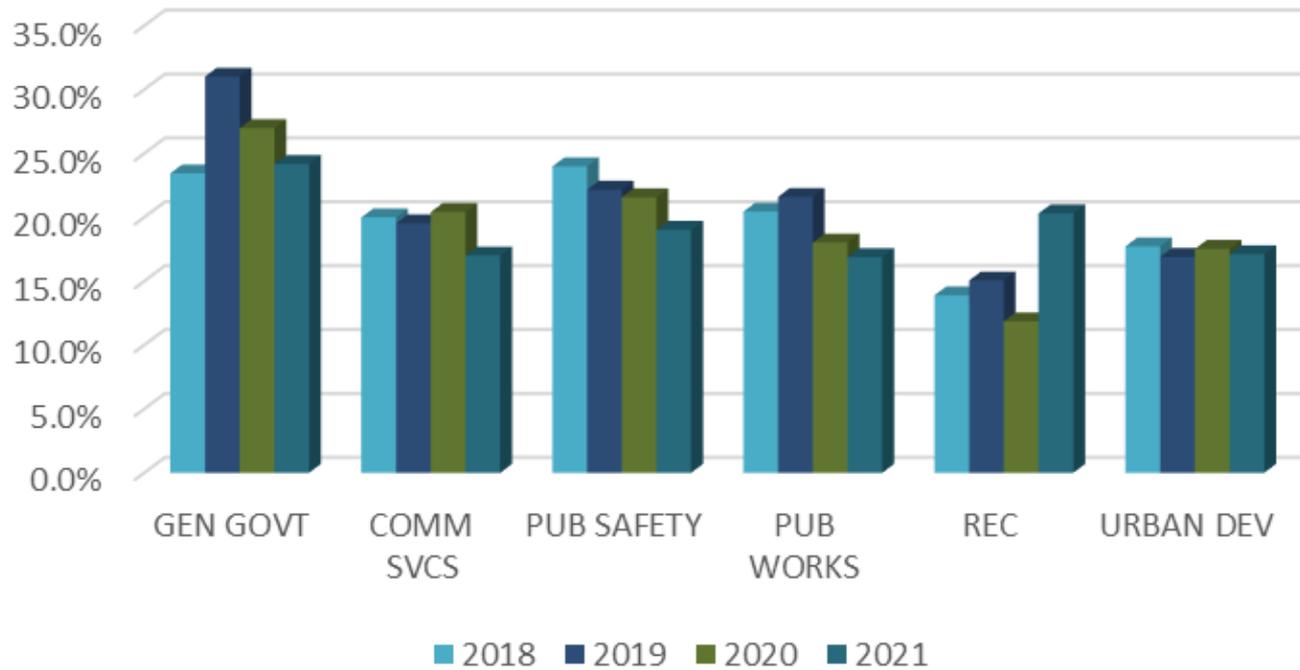
General Fund Expenditures

		<u>Budget</u>		<u>Actual</u>	<u>% of Budget</u>
General Government	\$	2,488,599	\$	601,560	24.17%
Community Services		465,218		79,086	17.00%
Public Safety		8,223,352		1,564,047	19.02%
Public Works		3,469,191		585,689	16.88%
Recreation		756,557		153,630	20.31%
Urban Development		347,921		59,525	17.11%
Total Expenditures	\$	15,750,838	\$	3,043,537	19.32%

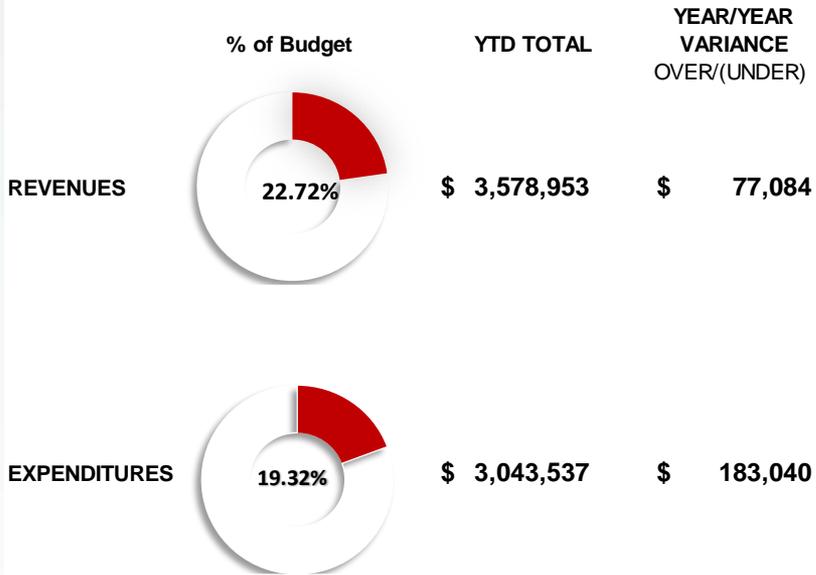


General Fund Expenditures

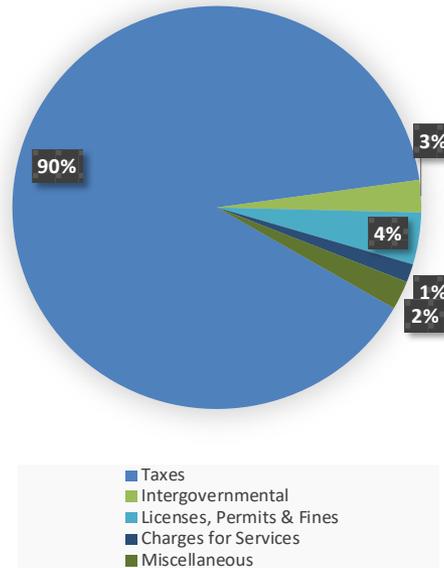
Percent of Budget through 1st Qtr



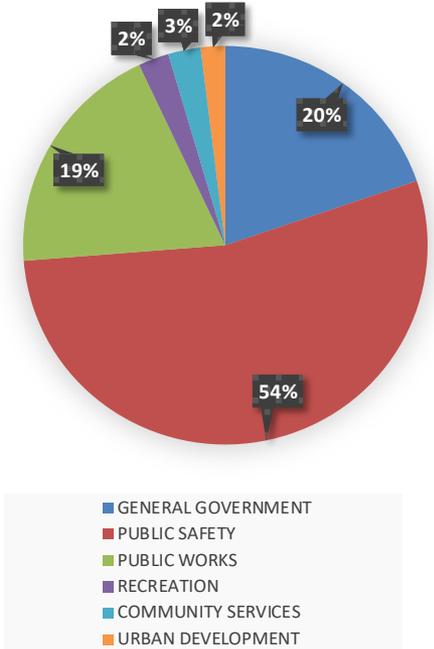
General Fund Performance Dashboard



Revenue by Source



Expense by Department

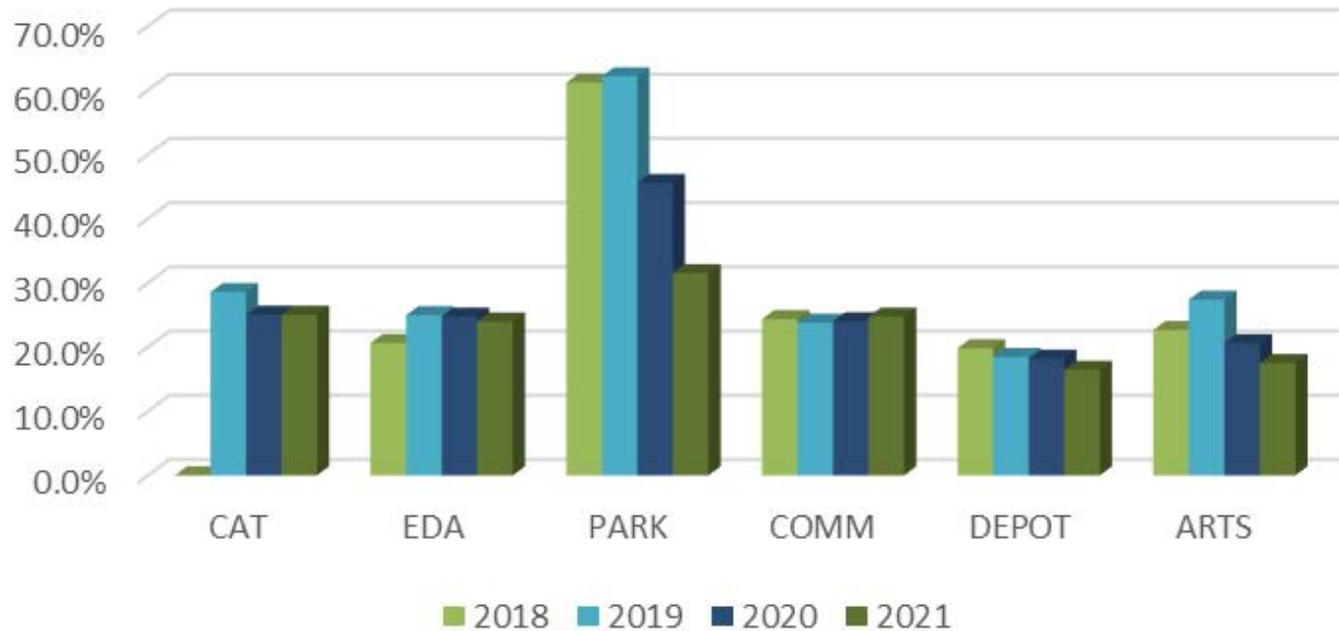


Special Revenue Funds Revenues

	<u>Budget</u>		<u>Actual</u>	<u>% of Budget</u>
Chemical Assessment	\$ 65,000	\$	16,250	25.00%
Economic Development	503,070		120,452	23.94%
Parking	121,500		38,269	31.50%
Communications	243,000		60,080	24.72%
Depot Coffee House	233,000		38,292	16.43%
Art Center	1,084,159		189,821	17.51%



Special Revenue Fund Revenues Percent of Budget through 1st Qtr



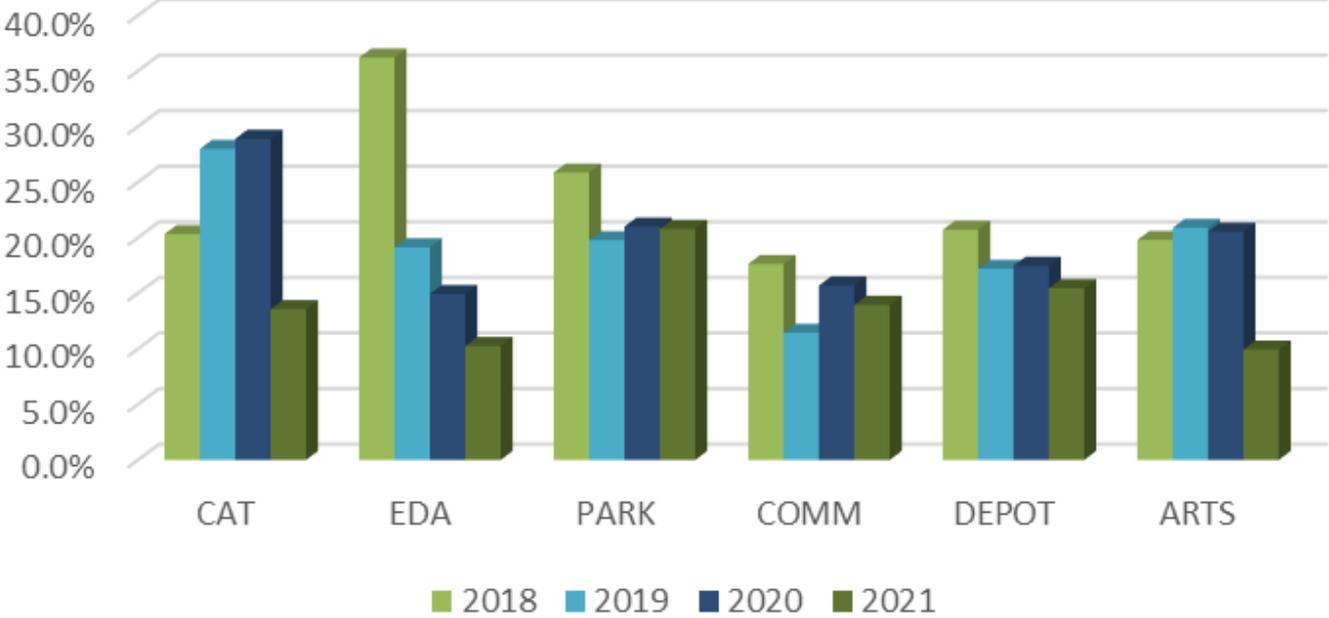
Special Revenue Funds Expenditures

	<u>Budget</u>		<u>Actual</u>	<u>% of Budget</u>
Chemical Assessment	\$ 65,000	\$	8,821	13.57%
Economic Development	498,900		51,150	10.25%
Parking	154,875		32,193	20.79%
Communications	251,224		35,059	13.96%
Depot Coffee House	247,266		38,195	15.45%
Art Center	1,024,159		101,723	9.93%



Special Revenue Fund Expenditures

Percent of Budget through 1st Qtr



Special Revenue Funds Financial Position

	<u>Revenues</u>	<u>Expenses</u>	<u>Change In Fund Balance</u>	<u>Ending Fund Balance</u>
Chemical Assessment	\$ 16,250	\$ 8,821	\$ 7,429	\$ (19,727)
Economic Development	120,452	51,150	69,302	4,531,406
Parking	38,269	32,193	6,076	66,179
Communications	60,080	35,059	25,021	355,641
Depot Coffee House	38,292	38,195	97	(90,583)
Art Center	189,821	101,723	88,098	(931,923)



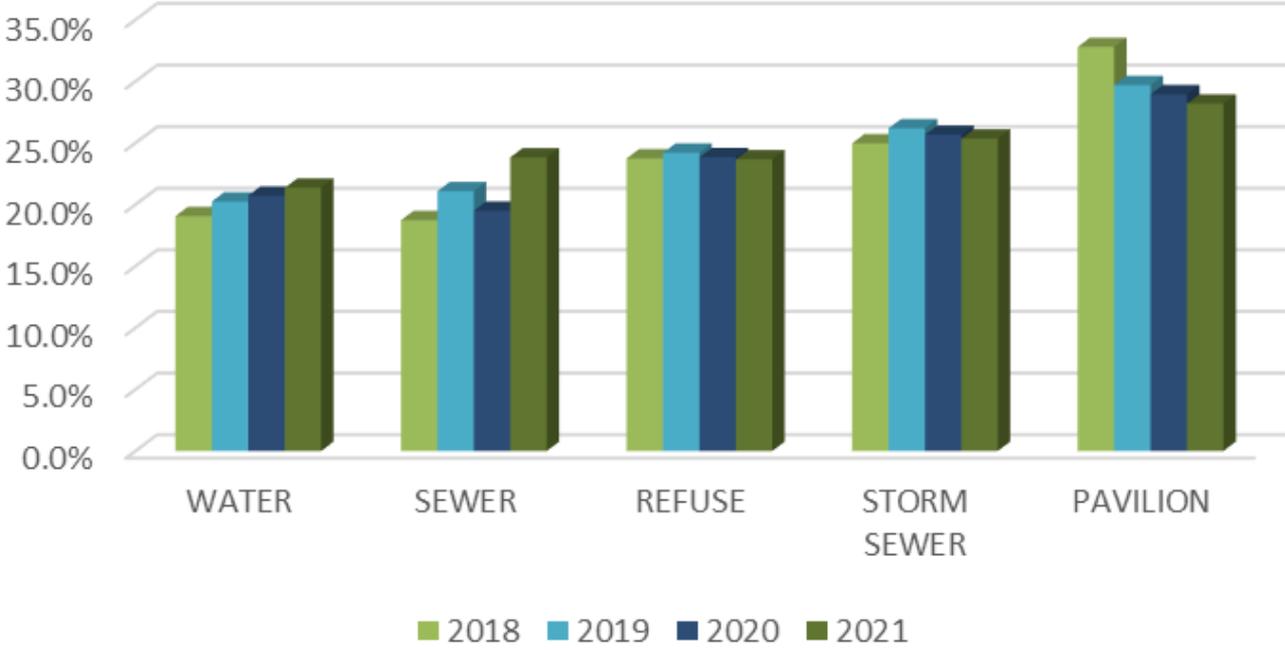
Enterprise Funds Revenues

	<u>Budget</u>		<u>Actual</u>	<u>% of Budget</u>
Water	\$ 2,292,074	\$	489,616	21.36%
Sewer	3,105,587		739,947	23.83%
Refuse	1,001,941		237,163	23.67%
Storm Sewer	789,332		200,046	25.34%
Pavilion	823,500		232,088	28.18%



Enterprise Fund Revenues

Percent of Budget through 1st Qtr

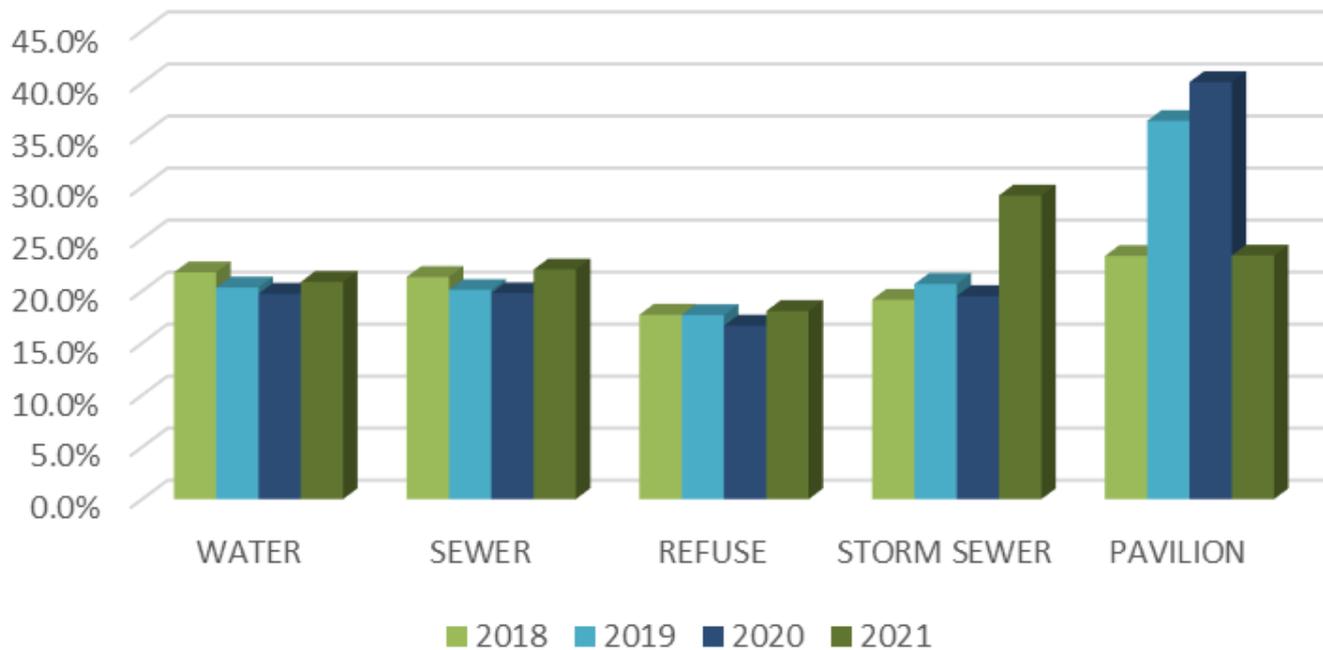


Enterprise Funds Expenses

	<u>Budget</u>		<u>Actual</u>	<u>% of Budget</u>
Water	\$ 2,198,674	\$	458,944	20.87%
Sewer	2,963,236		653,940	22.07%
Refuse	1,029,220		186,027	18.07%
Storm Sewer	596,969		174,189	29.18%
Pavilion	1,098,359		257,158	23.41%



Enterprise Fund Expenses Percent of Budget through 1st Qtr



Enterprise Funds Financial Position

	<u>Revenues</u>		<u>Expenses</u>		<u>Net Income (Loss)</u>
Water	\$	489,616	\$	458,944	\$ 30,672
Sewer	\$	739,947	\$	653,940	\$ 86,007
Refuse	\$	237,163	\$	186,027	\$ 51,136
Storm Sewer	\$	200,046	\$	174,189	\$ 25,857
Pavilion	\$	232,088	\$	257,158	\$ (25,070)

- All funds include depreciation expense



Next Steps – 2022 Budget

Meeting Date	Meeting Type	Subject	Details
April-July	N/A	Internal Preparations	-2020 Audit Ongoing -Departments Prepare Budgets, Equipment Replacement and Capital Improvement Plans -American Rescue Plan Act
July 13	Work Session	Review 2022 Tax Levy and General Fund Budget	-First Draft



Next Steps – 2022 Budget

Meeting Date	Meeting Type	Subject	Details
August 10	Work Session	Review Capital Improvement Plan and Equipment Replacement Plans	-Park Dedication Fund -Permanent Improvement Revolving Fund (Street Projects) -Equipment Replacement Levy
August 16	Community Event	Review 2022 Tax Levy and General Fund Budget	-Presentation -Question and Answer Session
September 7	Regular Meeting	Review 2022 Tax Levy and General Fund Budget	-Preliminary for approval on September 21
September 21	Regular Meeting	Approve Preliminary Tax Levy and General Fund Budget	-Must be approved by September 30



Next Steps – 2022 Budget

Meeting Date	Meeting Type	Subject	Details
October 12	Work Session	Review Enterprise Fund Budgets and Utility Rates	-Water -Sewer -Storm Sewer -Refuse -Pavilion
November 3	Regular Meeting	Approve CIP, ERP and Utility Rates	
November 9	Work Session	Review Special Revenue Budgets and Activity Center Budget	-Chemical Assessment -Economic Development -Communications -Parking -Depot -Arts Center -Activity Center



Next Steps – 2022 Budget

Meeting Date	Meeting Type	Subject	Details
December 6 (Monday)	Regular Meeting	Truth in Taxation Hearing	-Overview of 2022 Budget and Tax Levy -Public Comment
December 7	Regular Meeting	Approve Final Budget and Tax Levy	
December 14	Regular Meeting	Approve Final Budget and Tax Levy	-Last scheduled meeting to approve

