

# HOPKINS CITY COUNCIL

## AGENDA

Tuesday, July 20, 2021

7:00 pm

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

Schedule HRA Meeting, 7 p.m. – City Council Meeting immediately following HRA Meeting

### I. CALL TO ORDER

### II. ADOPT AGENDA

### III. PRESENTATIONS

1. Appointment to the Planning Commission; Lenz/Domeier
2. Police Officer Oath of Office; Johnson/Domeier
3. Life Saving Award; Specken

### IV. CONSENT AGENDA

1. Minutes of the June 15, 2021 City Council Regular Meeting Proceedings
2. Minutes of the June 17, 2021 City Council Special Meeting Proceedings
3. Minutes of the July 13, 2021 City Council Special Meeting Proceedings
4. Minutes of the July 13, 2021 City Council Work Session Proceedings
5. Extension of On-Sale Liquor License for LTD Brewing LLC DBA LTD Brewing Co.; Domeier
6. Approval of Temporary Liquor License for Hopkins Elks Lodge #2221; Domeier
7. Ratify Check Issued in June 2021; Bishop
8. Cooperative Agreement with the Minnesota Statewide All Hazards Incident Management Organization; Specken
9. Approve Assessment of Private Waterline Repairs; Bishop
10. Approve Amended HCRRRA Lease Agreements, Nos. 73-34011 and 73-34044; Stadler

### V. PUBLIC HEARING

### VI. OLD BUSINESS

### VII. NEW BUSINESS

1. Rental Inspection Program Revisions; Lenz
2. First Reading: Ordinance Amending Chapter 2, Article II of the Hopkins City Code Regarding City Council; Domeier

### VIII. PUBLIC COMMENT

### IX. ANNOUNCEMENTS

- Next Regular City Council Meeting: Monday, August 2 at 7:00 p.m.
- Next City Council Work Session: Tuesday, August 10 at 6:30 p.m.

### X. ADJOURN

July 20, 2021



Council Report 2021-068

## **Appointment to the Planning Commission**

### **Proposed Action.**

Staff recommends adoption of the following motion: Motion to appoint Andrew Wright to the Planning and Zoning Commission for a two-year term ending June 30, 2023.

The City Clerk will issue the oaths to Mr. Wright after the motion is made.

### **Overview:**

The City Council has reviewed the applications from residents interested in filling a vacancy on the Planning and Zoning Commission. The City Council conducted interviews on July 13. Based upon the recommendation of the City Council, staff is requesting approval of the above-motion.

### **Primary Issues to Consider:**

- City Code establishes that the appointments shall be made by the Mayor with the approval of the City Council.

### **Supporting Information:**

- N/A

Ari Lenz, Assistant City Manager

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
JUNE 15, 2021**

**CALL TO ORDER**

Pursuant to due call and notice thereof a regular meeting of the Hopkins City Council was held on Tuesday, June 15, 2021 at 7:00 p.m. in the Council Chambers at City Hall, 1010 1<sup>st</sup> 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, City Clerk Domeier, Management Analyst Imihy, City Attorney Riggs, City Planner Lindahl, Director of Public Works Stadler, Director of Planning and Development Elverum and Finance Director Bishop.

Mayor Gadd expressed his appreciation for the Flag Day activities sponsored by the Hopkins Elks Lodge and Hopkins American Legion.

**ADOPT AGENDA**

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

**Motion** to Adopt the Agenda.

**Ayes: All.**

**Nays: None. Motion carried.**

**PRESENTATIONS**

**III.1. Proclamation Commemorating Juneteenth; Imihy**

Management Analyst Imihy provided more information about the proclamation and introduced Jessica Winnie to the City Council. Ms. Winnie provided information about the "Juneteenth Jubilee" event.

**III.2. Raspberry Festival Presentation; Lou Jean Gleason**

Lou Jean Gleason with the festival committee provided an update on the events.

**III.3. Approval of Appointments and Reappointments to City Boards and Commission; Lenz/Domeier**

Assistant City Manager Lenz provided a summary of City Council Report 2021-059 including an update that Paul Saliterman is unable to serve on the Planning & Zoning Commission. The City Council has reviewed the applications from residents interested in filling the vacancies on the Park Board, Planning and Zoning Commission and Charter Commission. The City Council conducted interviews on May 18 and June 1.

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

**Motion** to Reappoint Nathan White and Maggie Sedoff to the Planning & Zoning Commission for a two-year term ending June 30, 2023; Appoint Whitney Terrill to the Planning & Zoning Commission for a one-year term ending June 30, 2022; Reappoint Megan Slindee to the Park Board for a two-year term ending June 30, 2023; Appoint Dre Jefferson to the Park Board for a one-year term ending June 30, 2022; Appoint Matt Miller, Kim Stiele and Emily Waitz to the Park Board for a two-year term ending June 30, 2023; Recommend to the Judge appointment of Carol Dunn, Andrew Fischer, James Folk, Jim Genellie, Kristen Hanneman, Butch Johnson, Scott Kerksen, Christa Meland, Diana Ringuette and James Shirley to the Charter Commission for a four-year terms ending in 2025; Appoint Misheel Battur and Annika Burman for one-year terms as Park Board Youth Members ending June 30, 2022; and Appoint Alexander DiPaolo and Keymora Searles for one-year terms as Planning and Zoning Commission Youth Members ending June 30, 2022.

**Ayes: All.**

**Nays: None. Motion carried.**

City Clerk Domeier issued the Oaths of Office to the new members. Alexander DiPaolo will take the oath at a later date.

## **CONSENT AGENDA**

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

**Motion** to Approve the Consent Agenda.

1. Minutes of the May 18, 2021 City Council Special Meeting Proceedings
2. Minutes of the June 1, 2021 City Council Special Meeting Proceedings
3. Minutes of the June 1, 2021 City Council Regular Meeting Proceedings
4. Minutes of the June 8, 2021 City Council Work Session Proceedings
5. Approval of Temporary Liquor for JCI Hopkins; Domeier
6. Approval of Temporary Liquor License for Hopkins American Legion Post 320; Domeier
7. Second Reading of Ordinance 2021-1170; Lindahl/Domeier

**Ayes: All.**

**Nays: None. Motion carried.**

## **NEW BUSINESS**

### **VII.1. Resolution Approving an On Sale Wine and 3.2% Malt Liquor License for Nah Trang Beach, Inc. dba Cam Ranh Bay; Domeier**

City Clerk Domeier provided a summary of City Council Report 2021-062. Hai Paul Truong Day Phan with Nah Trang Beach, Inc. has applied for an on sale wine and 3.2% malt liquor sales at Cam Ranh Bay located at 712 Mainstreet. The licensed premise includes the leased interior space at 712 Mainstreet and outdoor seating in front of the leased space for up to 8 tables.

Council Member Halverson confirmed that the liquor license being issued was the same licensed issued to the previous owner. City Clerk Domeier replied yes and provided information on the requirements for wine and beer licenses.

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

**Motion** to grant an On Sale Wine and 3.2% Malt Liquor License to Nah Trang Beach, Inc. dba Cam Ranh Bay by adopting Resolution 2021-033.

**Ayes: All.**

**Nays: None. Motion carried.**

## **VII.2. 2020 Audit and Comprehensive Annual Financial Report; Bishop**

Chris Knopik, Principal and Lance Lauinger of CliftonLarsonAllen, LLC presented the results of the Audit based on draft financial statements.

Council Member Beck questioned the positive operating outcome but negative cash flow in the water fund operations. Mr. Knopik stated that due to interfund activity as part of operations it caused the cash flow to be negative this year.

## **ANNOUNCEMENTS**

Mayor Gadd provided the upcoming meeting schedule.

## **ADJOURNMENT**

There being no further business to come before the City Council and upon a motion by Brausen, second by Hunke, the meeting was unanimously adjourned at 8:06 p.m.

Respectfully Submitted,  
Amy Domeier, City Clerk

ATTEST:

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Jason Gadd, Mayor

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Amy Domeier, City Clerk

**HOPKINS CITY COUNCIL  
SPECIAL MEETING PROCEEDINGS  
JUNE 17, 2021**

**CALL TO ORDER**

Pursuant to due call and notice thereof a special meeting of the Hopkins City Council was held on Thursday, June 17, 2021 at 5:30 p.m. in the Council Chambers at City Hall, 1010 1<sup>st</sup> Street South. The purpose of the special meeting was to meet jointly with the Minnehaha Creek Watershed District (MCWD) Board of Managers and deliberate on the merits of each development team with a goal of selecting a master developer partner for 325 Blake Road Restoration and Redevelopment.

Mayor Gadd called the meeting to order with Council Members Beck, Brausen, Halverson and Hunke attending. Other Hopkins staff attending included City Manager Mornson, City Clerk Domeier, Management Analyst Imihy, Director of Planning and Development Elverum, Community Development Coordinator Youngquist and CIO Hepp. Minnehaha Creek Watershed District Board of Managers present included President Sherry White, Secretary Gene Maxwell and Board Managers Richard Miller and Steve Sando. Vice President Bill Olson, Treasurer Jessica Loftus and Board Manager Arun Hejmadi participated via Zoom. MCWD staff present included Project Planning Manager Hayman.

**NEW BUSINESS**

**III.1. 325 Blake Road Restoration and Development**

**Developer Presentations**

All developers were allowed a twenty minute presentation. Joint board/council questions followed after each presentation. A summary of the question and answer session is below.

Wellington Management

- The team planned to work with group and leaders in the community to gain input on the project. They provided information about their proposed community engagement process.
- The team talked about their design build process and the research they did for finding retail tenants. It was anticipated that smaller businesses and smaller office spaces would be part of the commercial demand.
- The team considered that some of the commercial spaces would be more affordable instead of market rate due to the location of the project.
- The team confirmed they would own the project except for the proposed townhomes.
- The team planned to use grant dollars for sustainability components. The team anticipated \$10.5 million in TIF and approximately \$500,000 or more in grant monies.
- The team planned to work together on what the space will evolve into through a community engagement process. They were not looking to divert the creek but instead use it for storm water management. The creek would be part of phase one.
- The team talked about making the creek a show piece and providing different pathways and connections.
- The team views it as a public infrastructure improvement and that maintenance would involve an agreement with the watershed or the city.
- The team provided their experience with affordable housing and looked to increase the amount of affordable housing to potentially 14%.

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SPECIAL MEETING PROCEEDINGS  
JUNE 17, 2021**

- The team provided information on the Bassett Creek Valley project and staff changes over the last year to take on this project.
- The team will work with all parties during the engagement process to make better spaces.
- The team have been watching this site for a long time and provided possible amenities and current amenities including the canoe landing.
- The team provided more information about the use of the land trust for the property.

Sherman Associates

- The team talked about the community engagement with staff and the community to create a community asset. They also provided community engagement approaches with past projects.
- The team talked about their experience with owner occupied and co-ops for seniors.
- The team talked about other food hall projects, the need for dining, the sustainable components, the infrastructure they provide and the shared space.
- The team provided information about storm water, housing and amenities on site.
- The team provided information about surface parking, structured parking, and underground parking.
- The team requested \$17.2 million in TIF and using gap financing resources for the remainder.
- The team planned to draw the water into the interior of the site and engage with stakeholders to design the space.
- The team talked about the urban planning that will be done to ensure that water features will stand out especially along Blake Road.

Alatus

- The team plans to own the commercial spaces and not sell commercial pads. Ms. White also questioned job creation and retention.
- The team stated that the hotel will bring in jobs along with the service staff needed for housing areas.
- The team provided their community engagement experience for a project in Brooklyn Center using LISC as a consultant.
- The team projected that the project would generate approximately \$50 million in TIF. They are requesting about \$25 million in TIF, which is about \$30,000 per unit.
- The team provided information about budgeting including \$8 million towards phase one along with the set of standards used in their projects.
- The team talked about density and the proximity to the light rail acknowledging that the proposed tower has to be done well in order to fit on the site and benefit the community.
- The team planned to include market rate housing, mixed rate housing and affordable housing.
- The team stated they are now looking at condensing the project in two phases.
- The team provided their experience working with the third party housing consultants to ensure they have a great senior housing co-op project.

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SPECIAL MEETING PROCEEDINGS  
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- The team stated their experience partnering with other consultants and having the passion as the lead developer.
- The team stated that four to five members of Alatus would be part of the community engagement process along with a third party firm.
- The team talked about their contingency with their design work.
- The team plans to do the maintenance and work with the City on a calculation for costs along with having a master HOA in place.

**Staff Presentation**

Hopkins Director of Planning and Development Elverum provided a brief overview of the next steps and thanked all involved in the process.

**Discussion and Deliberation**

The board/council members all agreed that the three developers provided great presentations and visions for the proposed project. A summary of the comments and decisions is below.

Manager Miller

- Preferred to move forward with Wellington Management
- Placed Sherman Associates as a second option
- Concerned about the financial requests and maintenance costs for the Alatus project
- Concerned about just hearing about the \$8 million payment for Phase one by Alatus at the meeting
- Set on the \$11.25 million price with \$8 million due in the first phase.

Council Member Beck

- Preferred Alatus as they could set the standard for developing that part of Hopkins
- Stated it was a once in a lifetime project
- Stated risks for the City was having the property go another 10-years without development

Manager Olson

- Preferred the amenities proposed with Sherman Associates and Wellington Management
- Concerned about the amount of the Alatus project

Council Member Hunke

- Preferred Alatus proposal because it was the most distinct design
- Concerned about the urban design proposed by Sherman Associates
- Stated that the City's 2040 Comprehensive Plan calls for the type of density proposed by Alatus
- Supported the tower size proposed by Alatus due to its proximity to light rail station

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Manager Maxwell

- Preferred to move forward with Sherman Associates
- Placed Alatus as a second option
- Encouraged caution about the amount of money proposed
- Stated the final plan will not look exactly like the proposals
- Concerned about the TIF financing and density proposed by Alatus

Council Member Brausen

- Preferred to move forward with Alatus
- Provided history on all the positive changes to come from development projects in Hopkins
- Not concerned about just hearing about the \$8 million payment in phase one by Alatus since it was offered on public record
- Concerned about the TIF financing proposed by Wellington Management
- Expressed not wanting discomfort between the board and council
- Preferred for the board/council to pick a developer and to let staff liaison team work out the details of the agreement(s)

Manager Loftus

- Preferred to move forward with Alatus because of their vision and they had the highest purchase price
- Placed Sherman Associates as a second option because of the food hall and co-op operations

President White

- Preferred Wellington Management because of the water features
- Stated Wellington Management was capable of balancing different interests
- Placed Sherman Associates as a second choice
- Stated that risks for the MCWD board included maintenance, purchase price, TIF, and water impacts

Manager Hejmadi

- Preferred moving forward with Wellington Management
- Placed Sherman Associates as second option
- Concerned about value engineering that may be required by Alatus

Council Member Halverson

- Preferred moving forward with Alatus
- Stated Alatus could bring more bang to the area in a dream big way
- Stated Alatus vision could serve as a gateway to Hopkins
- Placed Sherman Associates as second option

Manager Sando

- Preferred moving forward with Wellington Management
- Placed Alatus as second option
- Concerned that the tower proposed by Alatus was too tall

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Jason Gadd

- Preferred Alatus because of their creativeness, use of open space, and a project that reenergizes and reinvigorates the area
- Stated the City wanted a signature project
- Interested in how Alatus approaches community engagement.
- Stated he had conversations with other cities about the developers and heard that Alatus did what they said they would do from the beginning. They worked through disagreements with neighbors.

Stacie Kvilvang, Principal with Ehlers & Associates (City's financial consultant) provided information about the TIF and other financing tools proposed. The TIF percentages were the same for all projects given the density proposed. Charles Lutz (MCWD's development consultant) disagreed with Ms. Kvilvang's calculations stating there would be gaps in Alatus and Sherman Associate financing and a surplus for Wellington Management. Ms. Kvilvang stated that that projections she provided are based upon the financial information shared by the developers. She added that an operating and maintenance agreement would be drafted once a developer is selection and project is finalized. James Wisker, Administrator for the MCWD, provided information about maintenance agreements they use with other projects.

**Motion** by Miller. **Second** by Hejmadi.

**Motion** for the following:

- 1) MCWD designates Alatus as the developer of its site at 325 Blake Road in Hopkins ("site").
- 2) MCWD grants Alatus exclusive development rights to the site, which shall be negotiated and memorialized in an exclusive rights agreement, and will consist of the following benchmarks for completion by the developer:
  - a) Execute, together with MCWD and the City of Hopkins, a Preliminary Development Agreement for the site.
  - b) Present a final development plan for the site to MCWD and the City of Hopkins for approval.
  - c) Execute, together with the City of Hopkins, a Final Development Agreement for the site.
  - d) City planning approvals and entitlements
  - e) Lender financing commitment
  - f) Execute, together with MCWD, a Purchase Agreement for the site.
- 3) If, at the end of the exclusive rights period, Alatus has not completed one or more of the benchmarks listed above, or for other reasons pursuant to the exclusive rights agreement, MCWD may choose to terminate negotiations with Alatus.
- 4) If, MCWD terminates negotiations with Alatus it will then meet with Wellington Management to discuss its interest in developing the site. If Wellington Management is still interested and its proposed project has not changed significantly, then MCWD may choose to designate Wellington Management as the developer of the site and grant Wellington Management exclusive development rights to the site for a negotiated period of time, during which

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SPECIAL MEETING PROCEEDINGS  
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period the developer must complete the benchmarks described in paragraph 2 above.

**Ayes: White, Olson, Miller, Sando, Maxwell, Lofuts, Hejmadi  
Nays: None. Motion carried.**

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

**Motion** that the City of Hopkins moves to support Alatus as the preferred developer for 325 Blake Road owned by the Minnehaha Creek Watershed District, and authorizes staff to begin working on the development plan and documents.

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

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

**Motion** that the City of Hopkins moves to support Wellington Management as the alternate developer for 325 Blake Road owned by the Minnehaha Creek Watershed District, and authorizes staff to begin working on the development plan and documents.

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

**ADJOURNMENT**

There being no further business the meeting was unanimously adjourned at 10:48 p.m.

Respectfully Submitted,  
Amy Domeier, City Clerk

ATTEST:

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Jason Gadd, Mayor

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Amy Domeier, City Clerk

**HOPKINS CITY COUNCIL  
SPECIAL MEETING PROCEEDINGS  
JULY 13, 2021**

**CALL TO ORDER**

Pursuant to due call and notice thereof a special meeting of the Hopkins City Council was held on Tuesday, July 13, 2021 at 5:45 p.m. in the Involve Conference Room at Hopkins City Hall, 1010 1<sup>st</sup> Street South, Hopkins. The purpose of the meeting was to interview a candidate for the Planning and Zoning Commission. Mayor Gadd called the meeting to order with Council Members Beck, Brausen, Halverson and Hunke attending. Staff present included City Planner Lindahl.

The City Council did not make any recommendations for appointment.

**ADJOURNMENT**

There being no further business to come before the City Council the meeting was unanimously adjourned at 6:25 p.m.

Respectfully Submitted,  
Amy Domeier, City Clerk

ATTEST:

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Jason Gadd, Mayor

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Amy Domeier, City Clerk

**HOPKINS CITY COUNCIL  
WORK SESSION PROCEEDINGS  
JULY 13, 2021**

**CALL TO ORDER**

Pursuant to due call and notice thereof a work session of the Hopkins City Council was held on Tuesday, July 13, 2021 at 6:30 p.m. in the Council Chambers at Hopkins City Hall, 1010 1<sup>st</sup> Street South, Hopkins.

Mayor Gadd called the meeting with Council Members Beck, Brausen, Halverson and Hunke attending. Staff present included City Manager Mornson, Assistant City Manager Lenz, City Clerk Domeier, Solid Waste Coordinator Hove, Director of Public Works Stadler, Director of Planning and Development Elverum, Community Development Coordinator Youngquist, Management Analyst Imihy and Finance Director Bishop.

**Organics Recycling Update**

Solid Waste Coordinator Hove provided an update on Hennepin County's mandated organic material curbside collection provided in the meeting packet. Ms. Hove stated garbage customers will be charged on their utility bill for organic recycling regardless of participation. Council Member Hunke wanted to provide organic recycling to all customers just like the current recycling program. Brief discussion was held about pricing and communication to residents.

**Blake Road Station Financial Assistance**

Director of Planning and Development Elverum asked the City Council to consider a financial request from Trilogy for the Blake Road Station development. She summarized the request and background information provided in the meeting packet.

Council Member Halverson questioned the number of platted sites. Ms. Elverum stated there are currently three platted sites. Council Member Beck questioned if the \$685,000 is just for demolition. Ms. Elverum stated that demolition costs are traditionally an allowable cost during environmental remediation. Council Member Beck shared a strong concern about using TIF in a project where demolition includes businesses that have to be relocated.

City Manager Mornson stated that demolition is one of the key components in using TIF funds. He also provided an update on the current leases that are expiring and businesses relocating. Council Member Beck shared concerns again about using public funds for the demotion of existing businesses. Brief discussion was held about projects where internal loans have been used with TIF funded projects.

Council Member Hunke talked about the rent subsidy options. Ms. Elverum provided more information about rent subsidies and future phasing options.

Joshua Peters with Trilogy provided more information about the project. Mayor Gadd questioned the proposed construction start time. Mr. Peters talked about the importance of relocating utilities with potential for site improvements this fall. He also shared insights on the lumber and steel pricing anticipated for the project.

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Council Member Brausen questioned the status of the current leases. Mr. Peters stated they are not allowed to have direct contact with the tenants. They work with the land owner to renegotiate leases when possible. Brief discussion was held about the leases affected during phase one and prospective tenants. Trilogy manages their own projects and plan to have their landlords become part of the neighborhood. Mr. Mornson questioned the proposed timeline. The applicants anticipated a fall closing date and shared information about their onsite team. Mr. Mornson talked about the City investments. The City Council did not have any concerns with parking dedication fee request. The City Council shared the importance of maintaining the existing businesses and their excitement for the project.

Ms. Elverum requested more feedback about the demolition cost concerns. Discussion was held about the demolition costs and what may be included in the costs. Mr. Peters clarified that some of the demolition costs have been covered by grants. Ms. Elverum offered to do a cost analysis of the demolition costs.

**2022 General Fund Budget and Tax Levy**

Finance Director Bishop requested input and guidance on the 2022 General Fund Budget and Tax Levy. He summarized the information and budget schedule provided in the meeting packet.

Assistant City Manager Lenz provided information about the American Rescue Plan fund options. Council Member Beck questioned if the American Rescue Plan funds could be used to offset the 2022 tax levy. Mr. Bishop stated that the rules state the funds cannot be used to offset tax levies. Debate was held regarding options for the American Rescue Plan funds. Council Member Beck and Brausen suggested bringing the tax levy down. City Manager Mornson talked about staff initiatives and ideas with the budget concerns.

Council Member Beck suggested that police and fire services be reviewed for any potential funding increases in the next couple of years. Mayor Gadd also suggested reviewing the financial management plan.

**OTHER**

Mayor Gadd provided information on the Raspberry Festival upcoming events.

**HOPKINS CITY COUNCIL  
WORK SESSION PROCEEDINGS  
JULY 13, 2021**

**ADJOURNMENT**

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

Respectfully Submitted,  
Amy Domeier, City Clerk

ATTEST:

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Jason Gadd, Mayor

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Amy Domeier, City Clerk



July 20, 2021

Council Report 2021-064

**Extension of On-Sale Liquor License for LTD Brewing LLC DBA LTD Brewing Co.**

**Proposed Action**

Staff recommends adoption of the following motion: Approve Extension of On-Sale Liquor License for LTD Brewing LLC DBA LTD Brewing Co. to allow the sale of alcohol and live entertainment in fenced-in area on August 21, 2021.

Passage of this motion will result in the ability of the LTD Brewing Co. (LTD) to serve alcoholic beverages at their event on Saturday, August 21. The event is scheduled from Noon to 10 p.m.

**Overview**

The owners of LTD 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. The event will be extended into 8<sup>th</sup> Avenue with live music entertainment, beer tents, food trucks, and kid’s activities.

The Police Department reviewed the request and has no objection to the liquor license extension, provided LTD abides by regulations outlined in Legislative Policy 5-D – Special Events Policy. LTD security will assist the Police Department in clearing the event at 10:30 p.m. The 10 p.m. 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 the event, LTD will hire one uniformed police officer from 5 p.m. to 11 p.m. to supplement their security staff as required by the Police Department.

LTD will provided payment for all services required by the City for the special event. LTD is required to obtain an insurance certificate for the event and send a letter to the surrounding neighbors advising them of this outdoor event.

**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)
- What measures will be taken to assure that outdoor activities will cease at 10 p.m.? (See attached policy)

**Supporting Documents**

- Policy 5-D – Special Events Policy

*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 8<sup>th</sup> 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 8<sup>th</sup> 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 8<sup>th</sup> 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)*

<b>Public Works Personnel</b>	<b>Cost Per Hour (Minimum 3 hours per employee call-in)</b>
• General Laborer	\$36 regular time; \$54 OT
• Supervisor	\$64
<b>Police Department Personnel</b>	<b>Cost Per Hour</b>
• Police Officer	\$78.71
<b>Fire Department Personnel</b>	<b>Cost Per Hour</b>
• Firefighter	\$15.53
<b>Vehicles</b>	<b>Cost Per Hour</b>
• Garbage truck	\$90
• Pick Up truck	\$35
• Dump truck	\$90
• Boom truck	\$90
• Fire truck	\$250



July 20, 2021

Council Report 2021-066

**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 organization’s ability to serve alcoholic beverages at the Hopkins Elks Ribfest event.

**Overview**

Hopkins Elks Lodge #2221 (the “Elks”) has submitted an application for a temporary on-sale liquor license for their annual Ribfest event on August 21. The liquor service will be limited to their parking lot and outdoor pavilion from 11 a.m. to 8 p.m. The temporary liquor license does not extend into the 8<sup>th</sup> Avenue Artery portion of the event.

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 Policy 4-C Temporary Liquor Licenses. Temporary on-sale liquor licenses must be approved by the State of Minnesota, Alcohol & Gambling Enforcement Division.

**Primary Issues to Consider**

- 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 the City before submitting to the State of Minnesota, Alcohol & Gambling Enforcement Division.

**Supporting Documents**

- Copy of Policy 4-C Temporary Liquor License
- Complete application is 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 4-C**  
**TEMPORARY LIQUOR LICENSE**

**1. PURPOSE**

- 1.01 The Hopkins City Council recognizes that the issuance of temporary liquor license may result in events which disturb surrounding businesses and residents and also may provide an opportunity for underage drinking. The City Council believes that by creating a set of rules and regulations in regard to the issuance of these licenses, problems can be avoided and the responsible consumption of liquor or 3.2 beer can be encouraged.

**2. REGULATIONS**

- 2.01 A temporary liquor license will be issued on a per event basis, each event not lasting more than three days.
- 2.02 Sales may only be conducted between the hours of 12:00 p.m. and 12:00 a.m.
- 2.03 A separate license is required for each location where liquor or beer is sold.
- 2.04 Application for a temporary liquor license must be received at least five weeks prior to the event.
- 2.05 Applicants for a temporary liquor license must be an organization whose principal location or office is within the City of Hopkins, has been located in Hopkins for at least two years, and has at least 30 active members.
- 2.06 Sales and/or consumption of liquor or beer will only take place in enclosed building or a fenced area.
- 2.07 Individuals under the age of 21 will not be allowed in any designated area where liquor or beer is sold or consumed, except if accompanied by a parent or guardian.
- 2.08 All organizations which have a temporary liquor license must use the following method for checking identification to ensure that underage individuals do not purchase liquor or beer:
- Anyone wishing to purchase beer must have a either a driver's license, or a Minnesota ID with their picture. Individuals with the proper ID will have their hand stamped so that the actual sellers of the liquor or beer will not have to check IDs. If the event exceeds one day, a different color of ink must be used on subsequent days.
- 2.09 No temporary liquor license shall be issued in conjunction with a youth activity.<sup>1</sup>
- 2.10 The number of temporary liquor licenses issued in conjunction with all public events<sup>2</sup> during any calendar year will be limited to twelve (12).
- 2.11 The City Council reserves the right to deny any liquor license at its sole discretion.
- 2.12 The applicant for any temporary liquor license will provide the City Clerk with a certificate of insurance showing \$1,000,000 of liquor liability coverage and showing the City as con-insured.

Established: 3/19/96  
Revised: 4/1/2008

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1A "youth activity" is an activity that is designed primarily for individuals under the age of 18 or the majority of the participants are under the age of 18.

2A "Public event" means an event where the public is invited or permitted to attend.

# CITY OF HOPKINS

**FINANCE DEPARTMENT**

## MEMORANDUM

Date: June 24, 2021  
To: Honorable Mayor and Members of the City Council  
From: Nicholas Bishop, Finance Director  
Subject: Ratify Checks Issued in June 2021

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The checks issued between May 28, 2021 and June 24, 2021 were number 123282 through 123574, for a total distribution of \$1,852,673.34.

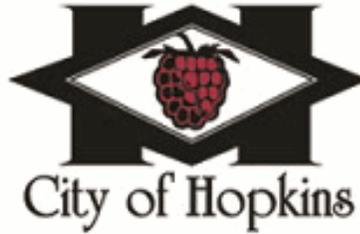
The checks issued, along with the purpose for those payments are attached for your review.

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

# Accounts Payable

## Checks by Date - Summary by Check Date

User: jthoennes  
Printed: 6/23/2021 3:22 PM



1010 First Street South  
Hopkins, MN 55343

952-935-8474  
M-F, 8 am-4:30 pm  
[www.hopkinsmn.com](http://www.hopkinsmn.com)

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
123282	01045	ABM EQUIPMENT & SUPPLY LLC	06/03/2021	0.00	684.95
123283	30660	PATRICIA MAUREEN ANDERSON	06/03/2021	0.00	247.00
123284	28600	APPLE VALLEY FORD LINCOLN	06/03/2021	0.00	390.83
123285	01722	ASPEN EQUIPMENT CO	06/03/2021	0.00	2,539.68
123286	29512	BACHMAN'S	06/03/2021	0.00	466.88
123287	02047	BADGER METER INC	06/03/2021	0.00	224.40
123288	02563	BOLTON & MENK, INC	06/03/2021	0.00	2,000.50
123289	26976	BUCKEYE INTERNATIONAL INC	06/03/2021	0.00	226.39
123290	31104	MAUREEN LOUISE CATER	06/03/2021	0.00	332.50
123291	26951	COMCAST	06/03/2021	0.00	69.95
123292	26951	COMCAST	06/03/2021	0.00	2.09
123293	26951	COMCAST	06/03/2021	0.00	10.45
123294	31032	COVERALL NORTH AMERICA	06/03/2021	0.00	1,860.50
123295	28898	ECM PUBLISHERS INC	06/03/2021	0.00	29.75
123296	07179	ENCORE ONE LLC	06/03/2021	0.00	63.59
123297	28780	ENVIRONMENTAL EQUIPMENT & SER	06/03/2021	0.00	139.46
123298	30601	FAE LSE 8 LLC	06/03/2021	0.00	4,704.94
123299	06567	FORCE AMERICA	06/03/2021	0.00	180.00
123300	07003	GARTNER REFRIGERATION & MFG.	06/03/2021	0.00	5,354.58
123301	30555	MARGARET GONGOLL	06/03/2021	0.00	405.00
123302	29377	GRAINGER, INC	06/03/2021	0.00	179.33
123303	07803	GUSTAVE A. LARSON COMPANY	06/03/2021	0.00	6,662.52
123304	08004	HANCE HARDWARE, INC	06/03/2021	0.00	684.17
123305	08038	HAWKINS, INC	06/03/2021	0.00	679.00
123306	29748	HENNEPIN COUNTY PUBLIC WORKS	06/03/2021	0.00	10,920.32
123307	30048	RICH HILL	06/03/2021	0.00	500.00
123308	08576	HOPKINS F.D. RELIEF ASSOC	06/03/2021	0.00	810.00
123309	27494	HORIZON GRAPHICS	06/03/2021	0.00	775.45
123310	09578	INNOVATIVE OFFICE SOLUTIONS	06/03/2021	0.00	530.55
123311	09535	INTERSTATE POWER SYSTEMS INC	06/03/2021	0.00	1,386.20
123312	30269	JANELLE JASPERS JONES	06/03/2021	0.00	323.00
123313	06329	KIRK STENSRUD ENTERPRISES INC	06/03/2021	0.00	841.00
123314	29059	MANSFIELD OIL COMPANY	06/03/2021	0.00	14,040.23
123315	13167	MENARDS	06/03/2021	0.00	71.47
123316	29177	RENEE A MEUWISSEN	06/03/2021	0.00	345.00
123317	30363	MINNEAPOLIS OXYGEN COMPANY	06/03/2021	0.00	31.56
123318	13354	MN BENEFIT ASSOCIATION	06/03/2021	0.00	37.18
123319	13438	MN DEPT OF HEALTH	06/03/2021	0.00	40.00
123320	13760	MTI DISTRIBUTING INC	06/03/2021	0.00	177.33
123321	30600	ROBERT OLSON	06/03/2021	0.00	435.00
123322	15880	OWENS SERVICE CORP- CHEMTEX	06/03/2021	0.00	16,088.00
123323	04573	QUALITY RESOURCE GROUP INC	06/03/2021	0.00	49.17
123324	17806	QWEST CORP	06/03/2021	0.00	61.26
123325	19004	SAMARITAN TIRE COMPANY	06/03/2021	0.00	264.00
123326	19520	SNAP PRINT INC	06/03/2021	0.00	635.15
123327	29115	MANUEL SOTELO	06/03/2021	0.00	15,280.00
123328	19602	SPS COMPANIES INC	06/03/2021	0.00	64.29

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
123329	30091	RAY STAFFORD	06/03/2021	0.00	480.00
123330	29205	CHRIS STRONER	06/03/2021	0.00	360.00
123331	30093	TRANSUNION RISK ALTERNATIVE DA	06/03/2021	0.00	218.00
123332	20687	TRI-STATE BOBCAT INC	06/03/2021	0.00	241.83
123333	20887	TWIN CITY WATER CLINIC	06/03/2021	0.00	272.00
123334	27981	ULINE INC	06/03/2021	0.00	182.47
123335	22002	VALLEY-RICH COMPANY, INC	06/03/2021	0.00	2,663.00
123336	30819	VERIZON WIRELESS	06/03/2021	0.00	200.05
123337	22563	VOSS LIGHTING	06/03/2021	0.00	634.60
123338	25080	XCEL ENERGY	06/03/2021	0.00	621.73
123339	26320	ZIEGLER, INC	06/03/2021	0.00	26,554.46
Total for 6/3/2021:				0.00	124,272.76
123340	29270	A-1 OUTDOOR POWER INC	06/10/2021	0.00	184.99
123341	28427	ADVANCED IMAGING SOLUTIONS	06/10/2021	0.00	66.60
123342	28600	APPLE VALLEY FORD LINCOLN	06/10/2021	0.00	262.37
123343	02031	B & W SPECIALTY COFFEE CO	06/10/2021	0.00	862.45
123344	29512	BACHMAN'S	06/10/2021	0.00	158.67
123345	02361	BKBM ENGINEERS BAKKE KOPP BAL	06/10/2021	0.00	1,622.50
123346	30230	BARNA, GUZY & STEFFEN, LTD.	06/10/2021	0.00	60.00
123347	30899	BAUERS MINNOCO	06/10/2021	0.00	93.13
123348	29817	GARY BINGER	06/10/2021	0.00	2,900.00
123349	02563	BOLTON & MENK, INC	06/10/2021	0.00	6,219.50
123350	27782	BOUND TREE MEDICAL LLC	06/10/2021	0.00	23.16
123351	27822	BRADS PRO AUDIO	06/10/2021	0.00	500.00
123352	31026	CHECKPOINT WELDING AND FABRIC.	06/10/2021	0.00	2,100.00
123353	30127	CINTAS CORPORATION NO. 2	06/10/2021	0.00	227.56
123354	27487	CLIFTON LARSON ALLEN	06/10/2021	0.00	6,300.00
123355	26951	COMCAST	06/10/2021	0.00	308.69
123356	26951	COMCAST	06/10/2021	0.00	146.85
123357	26951	COMCAST	06/10/2021	0.00	14.63
123358	31032	COVERALL NORTH AMERICA	06/10/2021	0.00	5,423.50
123359	03640	CPT SERVICES, INC	06/10/2021	0.00	2,261.34
123360	03800	CULLIGAN - METRO	06/10/2021	0.00	3,990.00
123361	03800	CULLIGAN - METRO	06/10/2021	0.00	125.40
123362	03800	CULLIGAN - METRO	06/10/2021	0.00	77.84
123363	03800	CULLIGAN - METRO	06/10/2021	0.00	81.73
123364	03800	CULLIGAN - METRO	06/10/2021	0.00	200.12
123365	01523	EARL F. ANDERSEN, INC	06/10/2021	0.00	538.20
123366	29520	ECOLAB	06/10/2021	0.00	21.51
123367	05484	EMBROIDERY SHOP	06/10/2021	0.00	154.40
123368	27569	EMERGENCY AUTOMOTIVE TECHNO	06/10/2021	0.00	45.00
123369	29491	FERGUSON WATERWORKS #2518	06/10/2021	0.00	388.98
123370	07185	GENUINE PARTS	06/10/2021	0.00	156.25
123371	07564	GOPHER STATE ONE-CALL, INC	06/10/2021	0.00	394.20
123372	29377	GRAINGER, INC	06/10/2021	0.00	144.56
123373	08038	HAWKINS, INC	06/10/2021	0.00	3,675.67
123374	08186	HENNEPIN CTY TREASURER	06/10/2021	0.00	87.00
123375	08576	HOPKINS F.D. RELIEF ASSOC	06/10/2021	0.00	120.00
123376	31056	HOPKINS MENS SHED	06/10/2021	0.00	1,314.00
123377	31107	ANNETTE S HUMPHREY	06/10/2021	0.00	750.00
123378	09085	ICMA - ROTH IRA - 706260	06/10/2021	0.00	1,198.17
123379	30768	JAMES DUNCAN AND ASSOCIATES IN	06/10/2021	0.00	3,975.00
123380	03369	LEAGUE OF MN CITIES	06/10/2021	0.00	20.00
123381	12160	LEAGUE OF MN CITIES	06/10/2021	0.00	85,834.00
123382	12160	LEAGUE OF MN CITIES	06/10/2021	0.00	65,669.00

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
123383	29529	LEXISNEXIS RISK SOLUTIONS	06/10/2021	0.00	91.06
123384	13163	MEMA	06/10/2021	0.00	25.00
123385	29025	METERING & TECHNOLOGY SOLUTIC	06/10/2021	0.00	2,187.05
123386	29954	METRO SOUND & LIGHTING, INC.	06/10/2021	0.00	708.00
123387	30605	METROPOLITAN COMPANIES LLC	06/10/2021	0.00	1,680.49
123388	13179	METROPOLITAN COUNCIL	06/10/2021	0.00	123,225.39
123389	31105	LAURI DC MEYERS	06/10/2021	0.00	140.00
123390	31106	KYLEE A MYER	06/10/2021	0.00	35.00
123391	30300	NORDIC SOLAR HOLDCO LLC	06/10/2021	0.00	5,079.95
123392	29454	OCCUPATIONAL DEVELOPMENT CEN	06/10/2021	0.00	796.95
123393	15521	ON SITE SANITATION	06/10/2021	0.00	25.00
123394	26974	O'REILLY AUTO PARTS	06/10/2021	0.00	1,005.66
123395	30407	PLATT HOLLOW COMMUNICATIONS I	06/10/2021	0.00	2,500.00
123396	31110	REACH SPORTS MARKETING GROUP	06/10/2021	0.00	850.00
123397	18164	RED WING BUSINESS ADVANTAGE AC	06/10/2021	0.00	206.99
123398	09084	ICMA RETIREMENT TRUST- 300824	06/10/2021	0.00	2,971.09
123399	30496	ROTO ROOTER SERVICES COMPANY	06/10/2021	0.00	732.00
123400	19085	SCHINDLER ELEVATOR CORP	06/10/2021	0.00	1,667.06
123401	30901	SERVICE RESTORATION	06/10/2021	0.00	869.37
123402	19287	SHORT ELLIOTT HENDRICKSON INC	06/10/2021	0.00	970.18
123403	29384	SITEONE LANDSCAPE SUPPLY	06/10/2021	0.00	257.08
123404	29200	SPRINGBROOK SOFTWARE INC	06/10/2021	0.00	1,189.50
123405	31108	STRESSCRETE INC	06/10/2021	0.00	3,216.00
123406	20560	TOLL GAS & WELDING SUPPLY	06/10/2021	0.00	12.03
123407	30506	TONKADALE INC	06/10/2021	0.00	625.37
123408	29644	TRENCHERS PLUS	06/10/2021	0.00	41.30
123409	31109	TRIPLE E WATER AND SEWER LLC	06/10/2021	0.00	17,200.00
123410	20687	TRI-STATE BOBCAT INC	06/10/2021	0.00	543.98
123411	29266	UNITED STATES TREASURY	06/10/2021	0.00	26.60
123412	29475	VERIZON WIRELESS	06/10/2021	0.00	105.03
123413	30017	VERIZON WIRELESS	06/10/2021	0.00	1,497.66
123414	28624	MICHEAL J WHITE	06/10/2021	0.00	475.80
123415	25080	XCEL ENERGY	06/10/2021	0.00	513.59
123416	25080	XCEL ENERGY	06/10/2021	0.00	22.95
123417	25080	XCEL ENERGY	06/10/2021	0.00	34.69
123418	25080	XCEL ENERGY	06/10/2021	0.00	8,257.97
Total for 6/10/2021:				0.00	378,482.76
123419	01328	AIRGAS USA	06/17/2021	0.00	171.81
123420	31081	ALLEN'S SERVICE	06/17/2021	0.00	275.00
123421	28600	APPLE VALLEY FORD LINCOLN	06/17/2021	0.00	24.15
123422	30611	BAYCOM INC	06/17/2021	0.00	16,353.00
123423	30437	BCA	06/17/2021	0.00	133.00
123424	02563	BOLTON & MENK, INC	06/17/2021	0.00	57,971.50
123425	29416	CDW GOVERNMENT	06/17/2021	0.00	23.80
123426	03160	CENTERPOINT ENERGY MINNEGASC	06/17/2021	0.00	3,886.89
123427	28430	CENTURY LINK	06/17/2021	0.00	2,128.11
123428	28981	CHESTNUT CAMBRONNE PA	06/17/2021	0.00	13,235.11
123429	26951	COMCAST	06/17/2021	0.00	135.97
123430	26951	COMCAST	06/17/2021	0.00	149.74
123431	03628	COMMERCIAL ASPHALT CO	06/17/2021	0.00	4,475.11
123432	30560	COMPUTER INTEGRATION TECHNOL	06/17/2021	0.00	1,259.00
123433	28123	CRITTERS UNLIMITED INC	06/17/2021	0.00	470.00
123434	29654	DePAUL LETTERING	06/17/2021	0.00	112.00
123435	04328	DISPLAY SALES	06/17/2021	0.00	240.00
123436	29035	EDEN PRAIRIE POLICE DEPT	06/17/2021	0.00	342.10

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
123437	05282	EHLERS AND ASSOCIATES, INC	06/17/2021	0.00	5,030.00
123438	31111	BRANDON EHLIS	06/17/2021	0.00	75.00
123439	05483	EMBEDDED SYSTEMS, INC	06/17/2021	0.00	830.25
123440	05481	EMERGENCY APPARATUS MAINT INC	06/17/2021	0.00	223.29
123441	29006	ENTERPRISE FLEET MANAGEMENT	06/17/2021	0.00	2,959.89
123442	29398	ENTERPRISE FLEET MANAGEMENT	06/17/2021	0.00	2,207.93
123443	29491	FERGUSON WATERWORKS #2518	06/17/2021	0.00	16,578.94
123444	30549	FRONTLINE PUBLIC SAFETY SOLUTIO	06/17/2021	0.00	1,500.00
123445	07689	GRAFIX SHOPPE	06/17/2021	0.00	2,185.00
123446	28609	GRANICUS INC	06/17/2021	0.00	716.76
123447	08001	HACH COMPANY	06/17/2021	0.00	1,834.92
123448	29748	HENNEPIN COUNTY PUBLIC WORKS	06/17/2021	0.00	10,232.01
123449	08166	HENNEPIN CTY TREASURER	06/17/2021	0.00	2,855.05
123450	08166	HENNEPIN CTY TREASURER	06/17/2021	0.00	1,939.60
123451	08166	HENNEPIN CTY TREASURER	06/17/2021	0.00	245.50
123452	08179	HENNEPIN CTY TREASURER	06/17/2021	0.00	826.71
123453	08223	HENNEPIN CTY TREASURER	06/17/2021	0.00	12,117.77
123454	27248	HENNEPIN CTY TREASURER	06/17/2021	0.00	145.00
123455	27454	HENNEPIN CTY TREASURER	06/17/2021	0.00	750.00
123456	08570	HOPKINS AUTO BODY	06/17/2021	0.00	7,914.00
123457	29345	IMPACT MAILING OF MN	06/17/2021	0.00	3,733.75
123458	29249	JR'S ADVANCED RECYCLERS	06/17/2021	0.00	50.00
123459	11161	KENNEDY & GRAVEN, CHARTERED	06/17/2021	0.00	9,117.00
123460	29465	KLEIN UNDERGROUND	06/17/2021	0.00	1,873.00
123461	11583	KONE INC	06/17/2021	0.00	418.98
123462	03369	LEAGUE OF MN CITIES	06/17/2021	0.00	30.00
123463	12160	LEAGUE OF MN CITIES	06/17/2021	0.00	181.43
123464	13047	MARCO	06/17/2021	0.00	2,632.50
123465	13167	MENARDS	06/17/2021	0.00	43.91
123466	04521	MEYER INK SCREEN PRINTING & EM	06/17/2021	0.00	450.00
123467	13275	MICRO CENTER	06/17/2021	0.00	1,431.78
123468	13251	MINNEAPOLIS SAW INC	06/17/2021	0.00	618.00
123469	31080	MINNESOTA TOPSOIL	06/17/2021	0.00	6,700.50
123470	13536	MN TACTICAL OFFICERS ASSOC	06/17/2021	0.00	2,450.00
123471	29459	NORTH MEMORIAL EMS EDUCATION	06/17/2021	0.00	3,690.00
123472	14582	NORTHWEST ASPHALT INC	06/17/2021	0.00	1,010,388.89
123473	29317	OFFICE OF MN IT SERVICES	06/17/2021	0.00	204.33
123474	29452	OFFICE OF MN IT SERVICES	06/17/2021	0.00	285.76
123475	26974	O'REILLY AUTO PARTS	06/17/2021	0.00	71.23
123476	30125	PROJECT COMPANY FINCO PHASE III	06/17/2021	0.00	55,148.27
123477	30199	PULSE ELECTRIC	06/17/2021	0.00	512.00
123478	29957	QUEST SOFTWARE INC	06/17/2021	0.00	1,901.59
123479	18164	RED WING BUSINESS ADVANTAGE AC	06/17/2021	0.00	139.49
123480	30360	JULIA ROSS	06/17/2021	0.00	55.75
123481	19080	SCAN AIR FILTER, INC	06/17/2021	0.00	179.20
123482	30495	SPEEDWAY LLC	06/17/2021	0.00	30.00
123483	29200	SPRINGBROOK SOFTWARE INC	06/17/2021	0.00	447.50
123484	19824	SUNSHINE CAR WASH	06/17/2021	0.00	96.74
123485	29254	TARGETSOLUTIONS LEARNING LLC	06/17/2021	0.00	4,195.00
123486	03440	ULTIMATE SAFETY CONCEPTS INC	06/17/2021	0.00	4,691.40
123487	29458	VERIZON WIRELESS	06/17/2021	0.00	2,263.64
123488	29473	VERIZON WIRELESS	06/17/2021	0.00	340.25
123489	29489	VERIZON WIRELESS	06/17/2021	0.00	35.01
123490	22563	VOSS LIGHTING	06/17/2021	0.00	166.00
123491	29480	CHARLES WEINSTEIN	06/17/2021	0.00	2,000.00
123492	23720	WSB & ASSOCIATES INC	06/17/2021	0.00	2,772.25
123493	26160	ZEE MEDICAL SERVICE	06/17/2021	0.00	42.45

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
Total for 6/17/2021:				0.00	1,291,941.51
123494	29047	AAA LAMBERTS LANDSCAPE LLC	06/24/2021	0.00	126.00
123495	29535	ADVANCED ENGINEERING	06/24/2021	0.00	2,820.25
123496	30728	AMERICAN FEDERATION OF STATE, C	06/24/2021	0.00	855.53
123497	30933	ANCHOR SOLAR INVESTMENTS LLC	06/24/2021	0.00	3,417.28
123498	UB*00653	SUSAN ANDERSON	06/24/2021	0.00	100.06
123499	02031	B & W SPECIALTY COFFEE CO	06/24/2021	0.00	393.75
123500	UB*00643	ROBIN BECK	06/24/2021	0.00	25.54
123501	UB*00651	FREDERICK E BERG	06/24/2021	0.00	39.77
123502	14571	BLUE TARP FINANCIAL INC	06/24/2021	0.00	74.35
123503	UB*00647	CARNCO PROPERTIES LL	06/24/2021	0.00	290.25
123504	30127	CINTAS CORPORATION NO. 2	06/24/2021	0.00	182.55
123505	26951	COMCAST	06/24/2021	0.00	404.74
123506	26951	COMCAST	06/24/2021	0.00	142.43
123507	03628	COMMERCIAL ASPHALT CO	06/24/2021	0.00	1,633.91
123508	UB*00645	JONATHAN & ALEXANDRA EICHTEN	06/24/2021	0.00	46.59
123509	05481	EMERGENCY APPARATUS MAINT INC	06/24/2021	0.00	382.26
123510	07577	GOODPOINT TECHNOLOGY INC	06/24/2021	0.00	4,095.00
123511	29377	GRAINGER, INC	06/24/2021	0.00	47.00
123512	08243	HENNEPIN HEALTHCARE	06/24/2021	0.00	375.00
123513	08243	HENNEPIN HEALTHCARE	06/24/2021	0.00	75.00
123514	08336	HIRSHFIELDS	06/24/2021	0.00	175.90
123515	08627	HOME DEPOT CREDIT SERVICES	06/24/2021	0.00	1,207.15
123516	08625	HOPKINS POLICE ASSOCIATION	06/24/2021	0.00	1,260.00
123517	09801	I.U.O.E. CENTRAL PENSION FUND	06/24/2021	0.00	1,720.00
123518	09085	ICMA - ROTH IRA - 706260	06/24/2021	0.00	1,198.17
123519	09537	INTERNATIONAL CODE COUNCIL	06/24/2021	0.00	145.00
123520	12009	J. H. LARSON COMPANY	06/24/2021	0.00	285.00
123521	30269	JANELLE JASPERS JONES	06/24/2021	0.00	243.00
123522	29249	JR'S ADVANCED RECYCLERS	06/24/2021	0.00	30.00
123523	UB*00642	PETER KALSCHUR	06/24/2021	0.00	155.25
123524	28469	KELLY GREEN IRRIGATION INC	06/24/2021	0.00	235.00
123525	11327	KILLMER ELECTRIC CO INC	06/24/2021	0.00	532.75
123526	12012	LAW ENFORCEMENT LABOR SERVICE	06/24/2021	0.00	508.00
123527	03369	LEAGUE OF MN CITIES	06/24/2021	0.00	20.00
123528	UB*00649	JOAN LENTZ	06/24/2021	0.00	6.67
123529	28103	LIBERTY TIRE RECYCLING LLC	06/24/2021	0.00	80.20
123530	30392	CIGNA LIFE INS COMP OF AMERICA -	06/24/2021	0.00	366.94
123531	30391	CIGNA LIFE INS COMP OF AMERICA -	06/24/2021	0.00	2,676.82
123532	30390	CIGNA LIFE INS COMP OF AMERICA -	06/24/2021	0.00	2,638.40
123533	30023	CIGNA LIFE INS COMP OF N AMERICA	06/24/2021	0.00	864.99
123534	13012	MACQUEEN EQUIPMENT INC	06/24/2021	0.00	635.94
123535	UB*00650	BRETT MASON	06/24/2021	0.00	155.13
123536	13167	MENARDS	06/24/2021	0.00	147.45
123537	13179	METROPOLITAN COUNCIL	06/24/2021	0.00	2,460.15
123538	28034	MN/WI PLAYGROUND INC	06/24/2021	0.00	2,082.00
123539	15521	ON SITE SANITATION	06/24/2021	0.00	1,359.71
123540	26974	O'REILLY AUTO PARTS	06/24/2021	0.00	79.60
123541	15880	OWENS SERVICE CORP- CHEMTEX	06/24/2021	0.00	687.00
123542	16035	PACE ANALYTICAL SERVICES INC	06/24/2021	0.00	460.00
123543	UB*00644	KATHLEEN S PFAENDTNER	06/24/2021	0.00	60.00
123544	16566	POMPS TIRE SERVICE INC	06/24/2021	0.00	34.10
123545	30199	PULSE ELECTRIC	06/24/2021	0.00	1,447.00
123546	14188	QUADIENT LEASING INC	06/24/2021	0.00	2,058.03
123547	04573	QUALITY RESOURCE GROUP INC	06/24/2021	0.00	453.26

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
123548	31116	RANDYS ELECTRIC	06/24/2021	0.00	32.00
123549	08568	RESOURCE WEST	06/24/2021	0.00	15.40
123550	09084	ICMA RETIREMENT TRUST- 300824	06/24/2021	0.00	2,971.09
123551	19004	SAMARITAN TIRE COMPANY	06/24/2021	0.00	74.72
123552	19117	SCHERER BROS. LUMBER CO.	06/24/2021	0.00	36.66
123553	UB*00648	ERNEST SEVERSON	06/24/2021	0.00	100.00
123554	19296	SHAKOPEE GRAVEL INC	06/24/2021	0.00	167.75
123555	29384	SITEONE LANDSCAPE SUPPLY	06/24/2021	0.00	936.35
123556	19520	SNAP PRINT INC	06/24/2021	0.00	37.17
123557	UB*00652	JAMES SPAIN	06/24/2021	0.00	55.53
123558	19602	SPS COMPANIES INC	06/24/2021	0.00	46.97
123559	19766	STAR TRIBUNE	06/24/2021	0.00	293.80
123560	20120	TDS METROCOM - MN	06/24/2021	0.00	347.22
123561	29644	TRENCHERS PLUS	06/24/2021	0.00	166.39
123562	20687	TRI-STATE BOBCAT INC	06/24/2021	0.00	1,283.10
123563	20892	TWIN CITY HARDWARE INC	06/24/2021	0.00	231.70
123564	03440	ULTIMATE SAFETY CONCEPTS INC	06/24/2021	0.00	732.18
123565	21523	UNION LOCAL 49	06/24/2021	0.00	752.50
123566	UB*00641	BENTON/MARGARET UTTLEY	06/24/2021	0.00	89.88
123567	22002	VALLEY-RICH COMPANY, INC	06/24/2021	0.00	3,934.50
123568	29490	VERIZON WIRELESS	06/24/2021	0.00	1,423.32
123569	30017	VERIZON WIRELESS	06/24/2021	0.00	1,558.33
123570	22563	VOSS LIGHTING	06/24/2021	0.00	137.16
123571	31040	VSP	06/24/2021	0.00	414.01
123572	UB*00640	WILLIAM E WARD	06/24/2021	0.00	80.00
123573	UB*00646	LAURA C WARREN	06/24/2021	0.00	40.14
123574	UB*00654	WELLS FARGO BANK- SASS	06/24/2021	0.00	22.57
Total for 6/24/2021:				0.00	57,976.31
Report Total (293 checks):				0.00	1,852,673.34



**Cooperative Agreement with the Minnesota Statewide  
All Hazards Incident Management Organization**

**Proposed Action**

Staff recommends adoption of the following motion: Move to adopt Resolution 2021-034.

**Overview**

This resolution is to enter into a cooperative agreement with the Minnesota Statewide All Hazards Incident Management Team. (AHIMT). The Command Staff of the Hopkins Fire Department are members of the MNAHIMT Team. The team members respond to emergencies in and outside of Minnesota. The purpose of this resolution is for training, equipping, maintaining, and deploying Team Members to incidents inside and outside the State of Minnesota as may be requested by a local agency or other governmental units.

The intent of this Cooperative Agreement is to make equipment, personnel, and other resources available from Participants to the requesting agencies and governmental units.

**Primary Issues to Consider**

- The agreement keeps the Hopkins Fire Command Staff a part of the MNAHIMT team. Helps them continue to train with the team and respond with in the state and outside the state if needed

**Supporting Information**

- Resolution 2021-034

\_\_\_\_\_  
Dale Specken  
Fire Chief

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

**CITY OF HOPKINS  
HENNEPIN COUNTY, MINNESOTA**

**RESOLUTION 2021-034**

**A RESOLUTION APPROVING THE COOPERATIVE AGREEMENT  
FOR THE MINNESOTA STATEWIDE ALL-HAZARDS INCIDENT  
MANAGEMENT ORGANIZATION**

**WHEREAS**, the Minnesota Statewide All-Hazards Incident Management Organization is an organization of Minnesota cities, counties, certain nonprofits, and other governmental entities who agree to make available their employees, agents, volunteers, or contractors to be rostered for deployment and activated to respond to incidents inside and outside the State of Minnesota as requested by another local agency or unit of government; and

**WHEREAS**, the Minnesota Statewide All-Hazards Incident Management Organization Cooperative Agreement governs the organization and outlines the duties and responsibilities of the participants in the organization; and

**WHEREAS**, Hopkins' participation in the Minnesota Statewide All-Hazards Incident Management Organization will benefit Hopkins and other governmental units and agencies in the State of Minnesota.

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

1. Hopkins Fire Department participation in the Minnesota Statewide All-Hazards Incident Management Organization is hereby approved.
2. The Cooperative Agreement for the Minnesota Statewide All-Hazards Incident Management Organization is hereby approved and a signature page shall be executed by City of Hopkins and delivered to the Operating Committee as provided in the Cooperative Agreement.

Adopted the City of Hopkins on the 20th day of July, 2021.

By: \_\_\_\_\_  
Jason Gadd, Mayor

ATTEST:

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

**COOPERATIVE AGREEMENT  
MINNESOTA STATEWIDE ALL-HAZARDS INCIDENT MANAGEMENT  
ORGANIZATION**

**1. PURPOSE**

The purpose of this Cooperative Agreement is to establish the Minnesota Statewide All-Hazards Incident Management Organization for the purpose of training, equipping, maintaining, and deploying Team Members to incidents inside and outside the State of Minnesota as may be requested by a local agency or other governmental unit. The intent of this Cooperative Agreement is to make equipment, personnel, and other resources available from Participants to the requesting agencies and governmental units. The Participants hereto do not intend, and this Cooperative Agreement shall not be construed, to form a joint powers entity pursuant to Minn. Stat. § 471.59.

**2. DEFINITIONS**

The following definitions apply to this Cooperative Agreement:

- 2.1 “Minnesota Statewide All-Hazards Incident Management Organization” or “IMO” – The Participants who will or may provide Team Members who may be available to be rostered or activated to provide Assistance to support incident management activities pursuant to this Agreement.
- 2.2 “All-Hazards Incident Management Team” or “IMT” – A group of Team Members who are rostered for deployment or are deployed to provide Assistance to support incident management activities pursuant to this Agreement.
- 2.3 “Team Member” – A trained and qualified person who is employed by, contracted to, or volunteering with a Participant, who is or may be available to be activated to support incident management activities pursuant to this Agreement.
- 2.4 “Participant(s)” – Any “governmental unit” as that term is defined in Minn. Stat. § 471.59, subd. 1(b) that is a signatory to this Agreement.
- 2.5 “Requesting Entity” – Any public agency or governmental unit, whether located within or outside of the State of Minnesota, that requests incident management support from the IMO.
- 2.6 “Assistance” – Incident management support activities, which may include but are not limited to: public works personnel and equipment; fire and/or emergency medical services personnel and equipment; law enforcement personnel and equipment; utility personnel and equipment; incident organization; command; operations; planning; logistics; and finance/administration.

- 2.7 “Operating Committee” – The group of individuals designated in this Agreement to receive requests for Assistance from a Requesting Entity and organize the deployment of an IMT.

### 3. **Operating Committee**

- 3.1 Functions. The IMO will be administered by the Operating Committee. The Operating Committee will receive requests for Assistance from a Requesting Entity and facilitate the deployment of an IMT to provide the requested Assistance. The Operating Committee may also organize and facilitate the training of Team Members to provide incident management support.

- 3.2. Composition. All members of the Operating Committee must be employees or representatives of a Participant. The initial Operating Committee will be comprised of the following individuals:

Terry Stoltzman, Anoka County  
Chris Breitbach, Allina Health  
Lance Ross, North Memorial  
Wayne Kewitsch, Anoka County  
Jeff Lanenberg, Allina Health  
Trevor Hamdorf, City of New Brighton  
Marlyn Halverson, Carlton County  
Kristi Rollwagen, Metropolitan Airports Commission  
Greg Hayes, Mdwakenton Public Safety  
Scott Gerber, City of Eden Prairie

- 3.3 Vacancies. A vacancy on the Operating Committee must be filled by the majority vote of the remaining members of the Operating Committee.
- 3.4 Meetings. The Operating Committee will meet as needed, but at least quarterly, to discuss any matters related to the IMO.
- 3.5 Operations Manager. The Operating Committee must designate one of its members as the “Operations Manager,” who will be the contact person for receiving requests for Assistance. The initial Operations Manager will be Terry Stoltzman from Anoka County. The Operating Committee may designate a different Operations Manager at any time by the majority vote of its members.
- 3.6 No Other Power or Authority. The Operating Committee will have no authority to receive or expend funds, to enter into contracts, to hire employees, to purchase or otherwise acquire and hold real or personal property, or to sue another entity or individual.
- 3.7 Procedure. Upon receiving a request for Assistance, the Operations Manager must report the request to the other members of the Operating Committee. The Operating

Committee will then consult with the Participants to assemble an IMT to respond to the request. A Participant is not required to provide Team Members to response to any particular request.

#### **4. Participants; Liability; Insurance; Indemnification**

- 4.1 Participants. Any governmental unit (as defined in Minn. Stat. § 471.59, subd. 1(b)) may become a Participant in the IMO by providing a signature page to the Operating Committee that has been duly executed by those person(s) having authority to enter into this Cooperative Agreement on behalf of the unit or entity. The Operating Committee must maintain a current roster of all Participants.
- 4.2 Responsibility for Employees. Any employee, agent, volunteer or contractor of a Participant engaged in providing Assistance under this Cooperative Agreement shall not be considered an employee, agent, volunteer or contractor of any other Participant for any purpose, including worker's compensation and other claims that may or might arise out of the employment context. All claims made against a Participant as a result of any act or omission of an employee, agent, volunteer or contractor of the Participant while the employee is engaged in providing Assistance under this Cooperative Agreement are not the obligation or responsibility of any other Participant.
- 4.3 Indemnification. No Participant is liable for the acts or omissions of another Participant under this Cooperative Agreement, unless the Participant has agreed in writing to be responsible for the acts or omissions of another Participant. Each Participant agrees to defend, indemnify, and hold harmless the other Participants against any and all claims, liability, loss, damage, or expense, including reasonable attorney's fees, resulting from or arising under this Cooperative Agreement and caused by or resulting from negligent acts or omissions of the Participant and/or those of its employees, agents, volunteers, or contractors. To the extent a Participant is a "municipality" covered by Minnesota Statutes Chapter 466, under no circumstances may the Participant be required to pay on behalf of itself and any other Participant any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one Participant. To the extent a Participant is a federally recognized sovereign Native American tribe or a department or agency thereof (a "Tribal Participant"), under no circumstances may such Tribal Participant be required to pay on behalf of itself and any other Participant any amounts in excess of the limits on liability established by a tribal ordinance or law limiting the tort liability of such Tribal Participant.
- 4.4 Worker's Compensation. No Participant will be responsible for injuries to or death of any employee, agent, volunteer, or contractor of another Participant who provides Assistance as part of an IMT. Each Participant must maintain workers' compensation insurance or self-insurance coverage, covering its own employees and volunteers while they are providing Assistance pursuant to this Cooperative Agreement and must require contractors and agents to provide workers'

compensation coverage as required by law. Each Participant waives the right to sue any other Participant for any workers' compensation benefits paid to its own employees, agents, volunteers, contractors, or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Participant or its officers, employees, agents, volunteers, or contractors.

- 4.5 EMAC Deployment. Any Team Member engaged as a member of the IMO and deployed as part of a request under the Interstate Emergency Management Assistance Compact ("EMAC") is afforded all the protections and coverage as stated in Minnesota Statutes Sections 192.89–192.91.
- 4.6 Specialized Emergency Response Team Deployment. Any Team Member engaged as a member of the IMO and deployed as part of a specialized emergency response team under Minnesota Statutes Section 12.351 shall be deemed an employee of the state as provided by section 12.351.
- 4.7 No Compensation from IMO. Participants and Team Members are not entitled to compensation from the IMO for providing Assistance under this Cooperative Agreement.

## **5. Equipment**

- 5.1 Ownership. Neither the IMO nor the Operating Committee shall own or control any personal property that may be used by an IMT in providing Assistance under this Cooperative Agreement. Individual Participants may purchase and maintain equipment designated exclusively or non-exclusively for IMT purposes, but such equipment will be owned and deployed solely by that Participant. A Participant owning property designated for IMT purposes is solely responsible for the maintenance, repair, replacement, and insurance of the property.
- 5.2 Damage. Each Participant will be responsible for damages to or loss of its own equipment. Each Participant waives the right to sue any other Participant for any damages to or loss of its equipment even if the damages or losses were cause wholly or partially by the negligence of any other Participant or its officers, employees, agents, volunteers, or contractors.

## **6. Effective Date; Duration; Withdrawal; Termination**

- 6.1 Effective Date. This Cooperative Agreement will become effective upon the approval and signature of any two Participants and will become binding upon the remaining Participants on the dates of the approval of each of them.
- 6.2 Duration. This Cooperative Agreement will remain in full force and effect until it is terminated in the manner provided in section 6.4.

- 6.3 Withdrawal. Any Participant may withdraw from this Cooperative Agreement upon thirty (30) days' written notice to the other Participants and the Operating Committee.
- 6.4 Termination. Notwithstanding the Participants' authority to withdraw, this Cooperative Agreement and the IMO created hereby will continue in force until all remaining Participants mutually agree to terminate or revise this Cooperative Agreement. If only one Participant remains, this Cooperative Agreement will terminate automatically and the IMO will cease to exist.

**IN WITNESS WHEREOF**, each Participant has executed this Cooperative Agreement on the date indicated.

**Signature Page to  
Statewide All-Hazards Incident Management Organization  
Cooperative Agreement**

**PARTICIPANT:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Executed by:**

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Please provide executed signature pages to the Operating Committee, attention Terry Stoltzman, at 2100 3<sup>rd</sup> Avenue, Suite 700, Anoka, MN 55303.**



**APPROVE ASSESSMENT OF PRIVATE WATERLINE REPAIRS**

**Proposed Action.**

Staff recommends that the Council approve the following motion: Move that the Hopkins City Council adopt Resolution 2021-035 Approving Special Assessment for Waterline Repairs on Private Property.

**Overview:**

As part of a leak detection survey a homeowner was required to have their waterline replaced. The homeowner is required to make the repair based on Hopkins City Code. Following receipt of estimated repair costs the homeowner signed an agreement on July 1, 2021 petitioning the City to do the repairs and waiving their right to object to the assessment. The repairs were completed at a total cost of \$7,450. As part of the agreement a 10 year assessment at 4% was proposed and agreed to.

Hennepin County requires the City to take specific action placing the assessment on the taxes. This resolution accomplishes that requirement.

**Supporting Information:**

- Resolution 2021-035

Melanie Ortiz  
Accounting Technician

Financial Impact: \$ <u>7,450.00</u> Budgeted: Y/N ___ N <u>X</u> Source: <u>property owner</u> Related Documents (CIP, ERP, etc.): _____ Notes: _____
--

**CITY OF HOPKINS  
HENNEPIN COUNTY, MINNESOTA**

**RESOLUTION 2021-035**

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

**WHEREAS,** On July 1, 2021 the owner of property at 309-311 Van Buren Ave N, Hopkins, MN, and identified as 19-117-21-24-0043, signed an agreement petitioning for repairs to be done to their private waterline; and

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

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

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

**NOW THEREFORE BE IT RESOLVED,** that the City Council of the City of Hopkins hereby orders the assessment of \$7,450 to be placed on the taxes of the property listed above for a 10 year period with an interest rate of 4%.

Adopted by the City Council of the City of Hopkins this 20<sup>th</sup> day of July, 2021.

By: \_\_\_\_\_  
Jason Gadd, Mayor

ATTEST:

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

July 20, 2021



Council Report 2021-069

**Approve Amended HCRRA Lease Agreements, Nos. 73-34011 and 73-34044**

**Proposed Action.**

Staff recommends that the Council approve the following motion: Move to approve amended and re-stated HCRRA lease agreements, #73-34011 and #73-34044.

**Overview:**

These long-standing lease agreements for vacant land along the HCRRA Hopkins-to-Victoria right of way have been amended and re-stated to cover the period from March or April 1, 2019 to their new expiration date in 2024. The HCRRA is in the process of conveying these properties to the City of Hopkins but must have a current lease agreement in place prior to the conveyance. The leases provide areas for roadway purposes: 73-34011: the paved roadway between 7<sup>th</sup> and 8<sup>th</sup> Aves, just north of Mainstreet; 73-34044: a paved section providing access for City vehicles to an alley from the north end of 18<sup>th</sup> Ave N.

**Supporting Information:**

- HCRRA Lease No. 73-34011
- HCRRA Lease No. 73-34044
- Exhibits showing lease areas and locations

A handwritten signature in black ink, appearing to read 'S. Stadler', written over a horizontal line.

Steven J. Stadler  
Public Works Director

**HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY LEASE NO. 73-34011**

**AMENDED AND RE-STATED LEASE AGREEMENT  
FOR VACANT LAND**

THIS LEASE AGREEMENT ("Lease"), entered into by and between the HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY, a Minnesota political subdivision, hereinafter referred to as "HCRRA", and **City of Hopkins, 1010 First Street South, Hopkins, Minnesota 55343**, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as the "TENANT";

WHEREAS, the Parties hereto have previously been parties to that certain Restated and Amended Lease denominated 73-34011; and

WHEREAS, through authority of the HCRRA Board and the actions of the Parties, HCRRA has continued to lease the Premises to TENANT, and TENANT has continued to occupy the premises pursuant to lease No. 73-34011, from the period April 1, 2019 to the execution of this Lease Agreement without formal written extension of the previous lease; and

WHEREAS, the Parties through this Lease wish to ratify and memorialize the parties' course of actions and mutual dealings under the previous lease for the period from April 1, 2019 until the execution of this Lease, and enter this amended and re-stated lease.

**WITNESSETH:**

In consideration of the covenants by and between the parties, the Parties hereby incorporate the above Recitals into the terms of this Lease, and further AGREE as follows::

**I. PREMISES**

TENANT agrees to lease from HCRRA, and HCRRA agrees to lease to TENANT, that certain real property described as follows:

That part of the Hennepin County Regional Railroad Authority (HCRRA) Hopkins-to-Victoria right-of-way, as shown on HCRRA Property Map No. 1, sheet 21 of 22, that is between 7<sup>th</sup> Avenue North and 8<sup>th</sup> Avenue North, in the City of Hopkins, Minnesota, being approximately 45 feet wide, and encompassing approximately 14,394 square feet.

That portion of the site which constitutes the Premises and which is solely occupied by TENANT is marked on Exhibit A in pink. Exhibit A is attached and incorporated by reference in this Lease.

## II. USE OF PREMISES

The Premises shall be for the use of TENANT, its agents, officers and employees and invitees for the following specified purpose and shall be limited to that specified use:

Trash hauling, school bus turn around, snow plowing and alley.

## III. TERM AND TERMINATION

TENANT acknowledges that the Premises were acquired by HCRRA specifically and solely for the purpose of constructing a light rail transit, or other transportation system, and its associated facilities and that it is HCRRA's intention to lease the Premises only until they are needed for that purpose. Nothing in this Lease shall be deemed to evidence any change by HCRRA of its intended use of the Premises for light rail transit purposes or other permitted transportation purposes. Rather, HCRRA has agreed to the terms of this Lease to provide a temporary income-producing use for the Premises during the time required for further planning and development of the light rail transit system or other transportation system.

The term of this Lease shall be for a period of **sixty (60) months** commencing on **April 1, 2019** and terminating at 2400 hours on **March 31, 2024**, at which time this Lease shall terminate, if not terminated earlier by notice as provided herein. The date the Lease terminates, by notice or by expiration of the Lease term, is referred to herein as the "Termination Date".

HCRRA or TENANT may terminate this Lease or any renewal, at any time, or for any reason, by giving thirty (30) days' prior written notice to the other party of the noticed Termination Date. This Lease and all rights and obligations shall terminate on the Termination Date, except for such rights as may have accrued to either party prior to such termination. By the Termination Date, TENANT shall deliver possession of the Premises to HCRRA and shall have removed, at its sole cost and expense, all personal property, including without limitation, buildings, sheds, fences, paving and other tenant improvements located on the Premises and fill all excavations that may have been made, and surrender complete possession of the Premises to HCRRA in a condition satisfactory to HCRRA. If TENANT shall fail to remove such property, its right to do so shall cease at the option of HCRRA, and TENANT's title thereto shall be forfeited and the same shall belong to HCRRA. If HCRRA so elects, HCRRA may, at any time after the Termination Date, tear down and/or remove any or all such property at the expense of TENANT without any liability for damages or other compensation. TENANT shall thereupon promptly reimburse HCRRA for all expenses incurred in such removal, including cost to fill excavations created from the removal.

Upon termination of this Lease by notice, rent shall be paid by the TENANT to the Termination Date fixed by said notice, and if rent has been paid in advance, HCRRA shall

refund to TENANT the unearned portion for the period extending beyond such Termination Date, and TENANT shall have no further rights under this Lease.

#### **IV. RENT**

TENANT agrees to pay to HCRRA the sum of **One and 00/100 dollars (\$1.00) annually** for said premises. Such rent shall be due and payable on the first day of each anniversary year of this Lease and shall be delivered in person or mailed to HCRRA at the address set forth in Section XV. TENANT pays all costs for water, sewer, heat, and electricity and any other utilities, if any, used or consumed in connection with the Premises, including waste or trash removal costs and snow removal costs.

#### **V. MAINTENANCE AND REPAIRS**

At all times during its occupancy of the Premises, TENANT shall be responsible to maintain, at its own expense, the Premises and equipment and other property located thereon in good repair, including without limitation, regular waste and snow and ice removal. TENANT shall use reasonable precaution to prevent waste, damage, or injury on the Premises; and shall modify, repair, or replace the equipment and other property when necessary.

HCRRA shall not be liable to TENANT or those claiming by, through, or under TENANT for any injury, death, or property damage occurring in, on, or about the Premises. Without limitations of the foregoing, HCRRA shall not be liable for any loss or damage which may be sustained by TENANT or others in, about, or adjacent to the Premises by reason of the present or future condition of repair of the Premises, or for loss or damage arising from the acts or omissions of TENANT or other tenants or occupants.

TENANT shall make no alterations, additions, or improvements to the Premises or modify the use or purpose of the Premises without prior written consent from HCRRA.

No posters, signs or advertising matter of any kind shall be posted on the Premises other than advertisements of signs relating strictly to the business which is being conducted thereon.

#### **VI. INDEMNIFICATION AND INSURANCE**

##### **A. Indemnification**

TENANT shall defend, indemnify, and hold harmless HCRRA, its officials, officers, agents, and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of TENANT, its contractors, subcontractors, officers, agents, employees, customers or invitees, in the performance of this Lease.

**B. Insurance**

In order to protect HCRRA and those listed above under the indemnification section, TENANT agrees at all times during the term of this Lease to have and keep in force the following insurance coverages:

1. Commercial General Liability on an occurrence basis with contractual liability coverage.

	<u>Limits</u>
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	2,000,000
Personal and Advertising Injury	1,500,000
Each Occurrence - Combined Bodily Injury and Property Damage	1,500,000

2. Automobile Liability - Combined  
single limit each occurrence coverage for bodily  
injury and property damage covering owned, non-  
owned, and hired automobiles. 2,000,000

3. Workers' Compensation and Employer's Liability:

a. Workers' Compensation.	Statutory
If the contractor is based outside the state of Minnesota, coverage must apply to Minnesota laws.	
b. Employer's Liability. Bodily injury by:	
Accident - Each Accident	500,000
Disease - Policy Limit	500,000
Disease - Each Employee	500,000

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required insurance limits.

The above establishes minimum insurance requirements. It is the sole responsibility of the TENANT to determine the need for and to procure additional insurance that may be needed in connection with this Lease. Copies of insurance policies shall be submitted to HCRRA upon written request.

This Lease shall be valid when the TENANT has obtained required insurance and filed with HCRRA a properly executed certificate of insurance which clearly evidences required insurance coverages. The certificate shall name Hennepin County Regional Railroad Authority as certificate holder and as an additional insured for the Commercial

General Liability coverage with respect to operations covered under the Lease. The Certificate shall also show that the Hennepin County Regional Railroad Authority will receive 30 days' prior written notice in the event of cancellation, nonrenewal, or material change in any of the described policies.

The TENANT shall furnish to HCRRA updated certificates during the term of this Lease as insurance policies expire. If the TENANT fails to furnish proof of insurance coverages, HCRRA may pursue any rights or remedy allowed under this Lease, law, equity, and/or statute.

## **VII. ASSIGNMENT AND SUBLETTING**

TENANT shall not, except with the prior written consent of HCRRA which shall be granted at HCRRA's sole discretion, assign, sublet, mortgage, pledge, or in any manner transfer the Premises or this Lease. In regards to subleases, the written consent of HCRRA's Executive Director (or the Executive Director's designee) may substitute for consent of HCRRA.

## **VIII. COMPLIANCE WITH LAWS, ORDINANCES, AND RULES**

TENANT agrees to comply with all laws, ordinances, and regulations of federal, state, municipal and local government agencies as they apply to its occupancy of the Premises and/or the business it transacts on the Premises. TENANT shall comply with any reasonable rules adopted by HCRRA for the safety, care, and cleanliness of the Premises and for the preservation of good order therein and shall at all times keep the Premises clear and safe. TENANT shall not permit the existence of any nuisance on the Premises.

TENANT shall not park any car, truck, equipment, or piece of machinery which is partially dismantled, non-operating, unlicensed, wrecked, junked, or that which is used only as a source for parts, on the Premises.

## **IX. REMEDIES OF HCRRA**

If TENANT breaches or defaults on any of the conditions, covenants or agreements of this Lease, which breach or default shall continue for fifteen (15) days after TENANT's receipt of written notice thereof from HCRRA, then it shall be lawful for HCRRA, then or at any time thereafter, to declare this Lease ended, and to re-enter the Premises and take possession thereof and to use any reasonable or necessary lawful force for regaining possession; whereupon the rights and obligations of the parties shall be the same as above specified in the case of termination at the end of ninety (90) days' notice; any waiver at any time of a breach of any condition, covenant or agreement of this Lease shall extend only to the particular breach so waived and shall, in no manner, impair or affect the existence of such condition, covenant or agreement, or the right of HCRRA thereafter to avail itself of same and any subsequent breach thereof. In the event HCRRA has to take action for repossession of the Premises, TENANT, its assigns or heirs shall be liable for

reasonable attorney's fees incurred by HCRRA.

## **X. ENVIRONMENTAL CONCERNS**

TENANT shall not create or permit any condition of the Premises that could present a threat to human health or to the environment. TENANT shall defend, indemnify and hold harmless HCRRA and its affiliates from any suit or claim growing out of any damages alleged to have been caused by, contributed to, or aggravated by the violation by TENANT, TENANT's contractors, subcontractors or agents or any subtenant's violation of any federal, state or local laws, ordinances, regulations or requirements pertaining to air, water (surface or groundwater) or noise pollution or any toxic, hazardous or solid substances or wastes, pollutants or contaminants, including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products (all of which are hereinafter collectively referred to as "Contamination") and the storage, handling, use or disposal of Contamination by TENANT, any subtenant, contractor, subcontractor or agent of TENANT performing work on or from the Premises. TENANT shall bear the expense of all practices or work, preventative, investigative or remedial, which may be required because of any conditions of the Premises caused by TENANT or any use of the Premises by TENANT or those claiming by, through, or under TENANT, during TENANT's period of occupancy or during TENANT's ownership or use prior to the date of this Lease. TENANT expressly agrees that the indemnification defense and hold harmless obligations it hereby assumes shall survive cancellation of this Lease. TENANT agrees that statutory limitation periods on actions to enforce these obligations shall not be deemed to commence until HCRRA discovers any such health or environmental impairment and a remedial action plan necessary for development of the Premises to its highest and best use has been identified and approved by appropriate local, state and federal regulatory agencies. TENANT hereby knowingly and voluntarily waives the benefits of any shorter limitation period.

HCRRA shall have the right, but not the duty, to enter upon the Premises from time to time as set forth below to inspect the Premises for Contamination and in the course thereof to conduct soil and groundwater testing. HCRRA may enter the Premises during regular business hours of TENANT without prior notice, and may enter the Premises during periods other than regular business hours either with prior written consent of TENANT or without if HCRRA reasonably believes that an emergency exists on the Premises. HCRRA shall conduct any such inspections or testing so as to minimize interference with TENANT's business operations. HCRRA's entry onto the Premises pursuant to this paragraph shall not relieve the TENANT's obligation to pay rent under this Lease.

Notwithstanding the foregoing, TENANT is not responsible, by virtue of the terms of this Lease, for any Contamination existing on the Premises prior to TENANT's use or occupancy of the Premises.

## **XI. TESTING PROVISION**

At the request of HCRRA, upon the termination of the Lease, or during the term hereof, TENANT shall pay for the services of a state-approved contractor to sample any visibly contaminated areas of the Premises. For any contaminated areas, TENANT's contractor shall provide remediation recommendations to HCRRA, and shall perform remediation to the satisfaction of HCRRA. Copies of the results shall be forwarded to HCRRA by TENANT to ensure that the Premises are returned to HCRRA reasonably free of Contamination and in compliance with all applicable environmental laws, ordinances, regulations and requirements. The provisions of this paragraph shall survive the termination of this Lease.

Notwithstanding the foregoing, TENANT is not responsible, by virtue of the terms of this Lease, for any testing or sampling costs resulting from Contamination existing on the Premises prior to TENANT's use or occupancy of the Premises.

## **XII. RIGHT OF ENTRY**

HCRRA may enter the Premises at any time to examine, inspect, or protect the Premises and to make alterations, renovations, or repairs or to show the Premises to prospective tenants or purchasers.

## **XIII. AMENDMENTS**

No waivers, alterations or modifications of this Lease or any agreements in connection therewith shall be valid unless in writing duly executed by both HCRRA and TENANT herein.

## **XIV. NOTICES**

All notices required or permitted pursuant to this Lease shall be directed to the following individuals and shall be either hand-delivered or mailed to the following addresses:

To TENANT: City of Hopkins  
1010 First Street South  
Hopkins, MN 55343  
Attention: Steve Stadler, Public Works Director

To HCRRA: Hennepin County Regional Railroad Authority  
701 Fourth Avenue South, Suite 400  
Minneapolis, MN 55415-1843

## **XV. ACCEPTANCE**

TENANT also accepts the Premises subject to any want or failure at any time of HCRRA's title to the Premises or any part thereof and TENANT shall assume any damages sustained by TENANT in connection therewith. TENANT also accepts such Premises subject to rights of any party, including HCRRA, in and to any existing roadways and easements. TENANT agrees to provide to HCRRA or other tenants of HCRRA access over and through the Premises on these roadways and easements should such access be deemed necessary by HCRRA. TENANT accepts the Premises subject to the right of HCRRA, its employees, agents and contractors to walk upon the Premises to repair adjacent property and the right of HCRRA, its employees, agents and contractors to temporarily place equipment upon the Premises for the purpose of maintaining, repairing or inspecting or constructing upon HCRRA's adjacent property.

This Lease shall be subject to the rights of all licenses, permits and easements for poles, wires, pipelines, sewers and billboards that exist or may be placed upon, across, above, or underneath the Premises by HCRRA, its employees, agents, licensees and representatives or invitees. HCRRA reserves unto itself, its employees, agents, licensees and representatives the right to place additional poles, wires, pipelines, sewers and billboards upon, across, above, or underneath the Premises and agrees that any such additional placements shall be conducted in a manner as to not unreasonably interfere with TENANT's operations thereon.

#### **XVI. LIENS AND ENCUMBRANCES**

TENANT shall not permit any liens or encumbrances to be established or to remain against the Premises. Liens or encumbrances for purposes of this section mean any mortgage, pledge, security interest, lien or encumbrance on (or affecting) any portion of the Premises, including (without limitation) tax liens or encumbrances and liens or encumbrances with respect to work performed or equipment or material furnished in connection with TENANT's use of the Premises.

#### **XVII. SECURITY DEPOSIT**

TENANT agrees to deposit with HCRRA the sum **Zero and 00/100 Dollars (\$0.00)**. The sum shall be held by HCRRA as security for the faithful performance by TENANT of all terms, covenants and conditions of the Lease. If TENANT defaults with respect to any provision of this Lease, HCRRA may use, apply or retain all or any part of this security deposit to remedy the default. If any portion of the deposit is so used or applied, TENANT shall, five (5) days after written demand by HCRRA, deposit cash with HCRRA in an amount sufficient to restore the security deposit to its original amount and TENANT's failure to do so shall be a breach of this Lease. HCRRA shall not be required to keep the security deposit separate from its general funds, and TENANT shall not be entitled to interest on any such deposit, except as required by statute for residential leases.

#### **XVIII. EMINENT DOMAIN**

This Lease shall automatically terminate upon the commencement of any eminent domain action over any or all of the area constituting the Premises, and all rights TENANT has under this Lease to the Premises shall cease.

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**HCRRA BOARD APPROVAL**

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of \_\_\_\_\_  
\_\_\_\_\_, 2021.

Reviewed by the County  
Attorney's Office

\_\_\_\_\_  
Date: \_\_\_\_\_

**HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY  
STATE OF MINNESOTA**

By: \_\_\_\_\_  
Chair of Its Board  
Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Deputy/Clerk of County Board  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Executive Director  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Executive Director  
Date: \_\_\_\_\_

Recommended for Approval:

\_\_\_\_\_  
Assistant Director, Public Works Administration  
Date: \_\_\_\_\_

**CITY OF HOPKINS**

\_\_\_\_\_  
Jason Gadd, Mayor  
Date: \_\_\_\_\_

\_\_\_\_\_  
Mike Mornson, City Manager  
Date: \_\_\_\_\_

City organized under:

Statutory \_\_\_\_\_ Option A \_\_\_\_\_ Option B \_\_\_\_\_ Charter  X

**HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY LEASE NO. 73-34044**

**AMENDED AND RE-STATED LEASE AGREEMENT  
FOR VACANT LAND**

THIS LEASE AGREEMENT ("Lease"), entered into by and between the HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY, a Minnesota political subdivision, hereinafter referred to as "HCRRA", and **City of Hopkins, 1010 First Street South, Hopkins, Minnesota 55343**, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as the "TENANT";

WHEREAS, the Parties hereto have previously been parties to that certain Restated and Amended Lease denominated 73-34044; and

WHEREAS, through authority of the HCRRA Board and the actions of the Parties, HCRRA has continued to lease the Premises to TENANT, and TENANT has continued to occupy the premises pursuant to lease No. 73-34044, from the period March 1, 2019 to the execution of this Lease Agreement without formal written extension of the previous lease; and

WHEREAS, the Parties through this Lease wish to ratify and memorialize the parties' course of actions and mutual dealings under the previous lease for the period from March 1, 2019 until the execution of this Lease, and enter this amended and restated lease.

**WITNESSETH:**

In consideration of the covenants by and between the parties, the Parties hereby incorporate the above Recitals into the terms of this Lease, and further AGREE as follows::

**I. PREMISES**

TENANT agrees to lease from HCRRA, and HCRRA agrees to lease to TENANT, that certain real property described as follows:

The southwesterly 24 feet of the Hennepin County Regional Railroad Authority Hopkins to Victoria right-of-way extending northwesterly from the east line of the alley between 17<sup>th</sup> Avenue North and 18<sup>th</sup> Avenue North to the west line of 18<sup>th</sup> Avenue North in the City of Hopkins, Minnesota, encompassing approximately 5,760 square feet.

That portion of the site which constitutes the Premises and which is solely occupied by TENANT is marked on Exhibit A in pink. Exhibit A is attached and incorporated by reference in this Lease.

## II. USE OF PREMISES

The Premises shall be for the use of TENANT, its agents, officers and employees and invitees for the following specified purpose and shall be limited to that specified use:

Trash hauling, school bus turn around, snow plowing and alley.

## III. TERM AND TERMINATION

TENANT acknowledges that the Premises were acquired by HCRRA specifically and solely for the purpose of constructing a light rail transit, or other transportation system, and its associated facilities and that it is HCRRA's intention to lease the Premises only until they are needed for that purpose. Nothing in this Lease shall be deemed to evidence any change by HCRRA of its intended use of the Premises for light rail transit purposes or other permitted transportation purposes. Rather, HCRRA has agreed to the terms of this Lease to provide a temporary income-producing use for the Premises during the time required for further planning and development of the light rail transit system or other transportation system.

The term of this Lease shall be for a period of **sixty (60) months** commencing on **March 1, 2019** and terminating at 2400 hours on **February 29, 2024**, at which time this Lease shall terminate, if not terminated earlier by notice as provided herein. The date the Lease terminates, by notice or by expiration of the Lease term, is referred to herein as the "Termination Date".

HCRRA or TENANT may terminate this Lease or any renewal, at any time, or for any reason, by giving thirty (30) days' prior written notice to the other party of the noticed Termination Date. This Lease and all rights and obligations shall terminate on the Termination Date, except for such rights as may have accrued to either party prior to such termination. By the Termination Date, TENANT shall deliver possession of the Premises to HCRRA and shall have removed, at its sole cost and expense, all personal property, including without limitation, buildings, sheds, fences, paving and other tenant improvements located on the Premises and fill all excavations that may have been made, and surrender complete possession of the Premises to HCRRA in a condition satisfactory to HCRRA. If TENANT shall fail to remove such property, its right to do so shall cease at the option of HCRRA, and TENANT's title thereto shall be forfeited and the same shall belong to HCRRA. If HCRRA so elects, HCRRA may, at any time after the Termination Date, tear down and/or remove any or all such property at the expense of TENANT without any liability for damages or other compensation. TENANT shall thereupon promptly reimburse HCRRA for all expenses incurred in such removal, including cost to fill excavations created from the removal.

Upon termination of this Lease by notice, rent shall be paid by the TENANT to the Termination Date fixed by said notice, and if rent has been paid in advance, HCRRA shall refund to TENANT the unearned portion for the period extending beyond such Termination

Date, and TENANT shall have no further rights under this Lease.

#### **IV. RENT**

TENANT agrees to pay to HCRRA the sum of **One and 00/100 dollars (\$1.00)** **annually** for said premises. Such rent shall be due and payable on the first day of each anniversary year of this Lease and shall be delivered in person or mailed to HCRRA at the address set forth in Section XV. TENANT pays all costs for water, sewer, heat, and electricity and any other utilities, if any, used or consumed in connection with the Premises, including waste or trash removal costs and snow removal costs.

#### **V. MAINTENANCE AND REPAIRS**

At all times during its occupancy of the Premises, TENANT shall be responsible to maintain, at its own expense, the Premises and equipment and other property located thereon in good repair, including without limitation, regular waste and snow and ice removal. TENANT shall use reasonable precaution to prevent waste, damage, or injury on the Premises; and shall modify, repair, or replace the equipment and other property when necessary.

HCRRA shall not be liable to TENANT or those claiming by, through, or under TENANT for any injury, death, or property damage occurring in, on, or about the Premises. Without limitations of the foregoing, HCRRA shall not be liable for any loss or damage which may be sustained by TENANT or others in, about, or adjacent to the Premises by reason of the present or future condition of repair of the Premises, or for loss or damage arising from the acts or omissions of TENANT or other tenants or occupants.

TENANT shall make no alterations, additions, or improvements to the Premises or modify the use or purpose of the Premises without prior written consent from HCRRA.

No posters, signs or advertising matter of any kind shall be posted on the Premises other than advertisements of signs relating strictly to the business which is being conducted thereon.

#### **VI. INDEMNIFICATION AND INSURANCE**

##### **A. Indemnification**

TENANT shall defend, indemnify, and hold harmless HCRRA, its officials, officers, agents, and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of TENANT, its contractors, subcontractors, officers, agents, employees, customers or invitees, in the performance of this Lease.

##### **B. Insurance**

In order to protect HCRRA and those listed above under the indemnification section, TENANT agrees at all times during the term of this Lease to have and keep in force the following insurance coverages:

1. Commercial General Liability on an occurrence basis with contractual liability coverage.

	<u>Limits</u>
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	2,000,000
Personal and Advertising Injury	1,500,000
Each Occurrence - Combined Bodily Injury and Property Damage	1,500,000

2. Automobile Liability - Combined  
single limit each occurrence coverage for bodily  
injury and property damage covering owned, non-  
owned, and hired automobiles. 2,000,000

3. Workers' Compensation and Employer's Liability:

a. Workers' Compensation.	Statutory
If the contractor is based outside the state of Minnesota, coverage must apply to Minnesota laws.	
b. Employer's Liability. Bodily injury by:	
Accident - Each Accident	500,000
Disease - Policy Limit	500,000
Disease - Each Employee	500,000

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required insurance limits.

The above establishes minimum insurance requirements. It is the sole responsibility of the TENANT to determine the need for and to procure additional insurance that may be needed in connection with this Lease. Copies of insurance policies shall be submitted to HCRRA upon written request.

This Lease shall be valid when the TENANT has obtained required insurance and filed with HCRRA a properly executed certificate of insurance which clearly evidences required insurance coverages. The certificate shall name Hennepin County Regional Railroad Authority as certificate holder and as an additional insured for the Commercial General Liability coverage with respect to operations covered under the Lease. The

Certificate shall also show that the Hennepin County Regional Railroad Authority will receive 30 days' prior written notice in the event of cancellation, nonrenewal, or material change in any of the described policies.

The TENANT shall furnish to HCRRA updated certificates during the term of this Lease as insurance policies expire. If the TENANT fails to furnish proof of insurance coverages, HCRRA may pursue any rights or remedy allowed under this Lease, law, equity, and/or statute.

## **VII. ASSIGNMENT AND SUBLETTING**

TENANT shall not, except with the prior written consent of HCRRA which shall be granted at HCRRA's sole discretion, assign, sublet, mortgage, pledge, or in any manner transfer the Premises or this Lease. In regards to subleases, the written consent of HCRRA's Executive Director (or the Executive Director's designee) may substitute for consent of HCRRA.

## **VIII. COMPLIANCE WITH LAWS, ORDINANCES, AND RULES**

TENANT agrees to comply with all laws, ordinances, and regulations of federal, state, municipal and local government agencies as they apply to its occupancy of the Premises and/or the business it transacts on the Premises. TENANT shall comply with any reasonable rules adopted by HCRRA for the safety, care, and cleanliness of the Premises and for the preservation of good order therein and shall at all times keep the Premises clear and safe. TENANT shall not permit the existence of any nuisance on the Premises.

TENANT shall not park any car, truck, equipment, or piece of machinery which is partially dismantled, non-operating, unlicensed, wrecked, junked, or that which is used only as a source for parts, on the Premises.

## **IX. REMEDIES OF HCRRA**

If TENANT breaches or defaults on any of the conditions, covenants or agreements of this Lease, which breach or default shall continue for fifteen (15) days after TENANT's receipt of written notice thereof from HCRRA, then it shall be lawful for HCRRA, then or at any time thereafter, to declare this Lease ended, and to re-enter the Premises and take possession thereof and to use any reasonable or necessary lawful force for regaining possession; whereupon the rights and obligations of the parties shall be the same as above specified in the case of termination at the end of ninety (90) days' notice; any waiver at any time of a breach of any condition, covenant or agreement of this Lease shall extend only to the particular breach so waived and shall, in no manner, impair or affect the existence of such condition, covenant or agreement, or the right of HCRRA thereafter to avail itself of same and any subsequent breach thereof. In the event HCRRA has to take action for repossession of the Premises, TENANT, its assigns or heirs shall be liable for reasonable attorney's fees incurred by HCRRA.

## **X. ENVIRONMENTAL CONCERNS**

TENANT shall not create or permit any condition of the Premises that could present a threat to human health or to the environment. TENANT shall defend, indemnify and hold harmless HCRRA and its affiliates from any suit or claim growing out of any damages alleged to have been caused by, contributed to, or aggravated by the violation by TENANT, TENANT's contractors, subcontractors or agents or any subtenant's violation of any federal, state or local laws, ordinances, regulations or requirements pertaining to air, water (surface or groundwater) or noise pollution or any toxic, hazardous or solid substances or wastes, pollutants or contaminants, including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products (all of which are hereinafter collectively referred to as "Contamination") and the storage, handling, use or disposal of Contamination by TENANT, any subtenant, contractor, subcontractor or agent of TENANT performing work on or from the Premises. TENANT shall bear the expense of all practices or work, preventative, investigative or remedial, which may be required because of any conditions of the Premises caused by TENANT or any use of the Premises by TENANT or those claiming by, through, or under TENANT, during TENANT's period of occupancy or during TENANT's ownership or use prior to the date of this Lease. TENANT expressly agrees that the indemnification defense and hold harmless obligations it hereby assumes shall survive cancellation of this Lease. TENANT agrees that statutory limitation periods on actions to enforce these obligations shall not be deemed to commence until HCRRA discovers any such health or environmental impairment and a remedial action plan necessary for development of the Premises to its highest and best use has been identified and approved by appropriate local, state and federal regulatory agencies. TENANT hereby knowingly and voluntarily waives the benefits of any shorter limitation period.

HCRRA shall have the right, but not the duty, to enter upon the Premises from time to time as set forth below to inspect the Premises for Contamination and in the course thereof to conduct soil and groundwater testing. HCRRA may enter the Premises during regular business hours of TENANT without prior notice, and may enter the Premises during periods other than regular business hours either with prior written consent of TENANT or without if HCRRA reasonably believes that an emergency exists on the Premises. HCRRA shall conduct any such inspections or testing so as to minimize interference with TENANT's business operations. HCRRA's entry onto the Premises pursuant to this paragraph shall not relieve the TENANT's obligation to pay rent under this Lease.

Notwithstanding the foregoing, TENANT is not responsible, by virtue of the terms of this Lease, for any Contamination existing on the Premises prior to TENANT's use or occupancy of the Premises.

## **XI. TESTING PROVISION**

At the request of HCRRA, upon the termination of the Lease, or during the term hereof, TENANT shall pay for the services of a state-approved contractor to sample any visibly contaminated areas of the Premises. For any contaminated areas, TENANT's contractor shall provide remediation recommendations to HCRRA, and shall perform remediation to the satisfaction of HCRRA. Copies of the results shall be forwarded to HCRRA by TENANT to ensure that the Premises are returned to HCRRA reasonably free of Contamination and in compliance with all applicable environmental laws, ordinances, regulations and requirements. The provisions of this paragraph shall survive the termination of this Lease.

Notwithstanding the foregoing, TENANT is not responsible, by virtue of the terms of this Lease, for any testing or sampling costs resulting from Contamination existing on the Premises prior to TENANT's use or occupancy of the Premises.

## **XII. RIGHT OF ENTRY**

HCRRA may enter the Premises at any time to examine, inspect, or protect the Premises and to make alterations, renovations, or repairs or to show the Premises to prospective tenants or purchasers.

## **XIII. AMENDMENTS**

No waivers, alterations or modifications of this Lease or any agreements in connection therewith shall be valid unless in writing duly executed by both HCRRA and TENANT herein.

## **XIV. NOTICES**

All notices required or permitted pursuant to this Lease shall be directed to the following individuals and shall be either hand-delivered or mailed to the following addresses:

To TENANT: City of Hopkins  
1010 First Street South  
Hopkins, MN 55343  
Attention: Steve Stadler, Public Works Director

To HCRRA: Hennepin County Regional Railroad Authority  
701 Fourth Avenue South, Suite 400  
Minneapolis, MN 55415-1843

## XV. ACCEPTANCE

TENANT also accepts the Premises subject to any want or failure at any time of HCRRA's title to the Premises or any part thereof and TENANT shall assume any damages sustained by TENANT in connection therewith. TENANT also accepts such Premises subject to rights of any party, including HCRRA, in and to any existing roadways and easements. TENANT agrees to provide to HCRRA or other tenants of HCRRA access over and through the Premises on these roadways and easements should such access be deemed necessary by HCRRA. TENANT accepts the Premises subject to the right of HCRRA, its employees, agents and contractors to walk upon the Premises to repair adjacent property and the right of HCRRA, its employees, agents and contractors to temporarily place equipment upon the Premises for the purpose of maintaining, repairing or inspecting or constructing upon HCRRA's adjacent property.

This Lease shall be subject to the rights of all licenses, permits and easements for poles, wires, pipelines, sewers and billboards that exist or may be placed upon, across, above, or underneath the Premises by HCRRA, its employees, agents, licensees and representatives or invitees. HCRRA reserves unto itself, its employees, agents, licensees and representatives the right to place additional poles, wires, pipelines, sewers and billboards upon, across, above, or underneath the Premises and agrees that any such additional placements shall be conducted in a manner as to not unreasonably interfere with TENANT's operations thereon.

## XVI. LIENS AND ENCUMBRANCES

TENANT shall not permit any liens or encumbrances to be established or to remain against the Premises. Liens or encumbrances for purposes of this section mean any mortgage, pledge, security interest, lien or encumbrance on (or affecting) any portion of the Premises, including (without limitation) tax liens or encumbrances and liens or encumbrances with respect to work performed or equipment or material furnished in connection with TENANT's use of the Premises.

## XVII. SECURITY DEPOSIT

TENANT agrees to deposit with HCRRA the sum **Zero and 00/100 Dollars (\$0.00)**. The sum shall be held by HCRRA as security for the faithful performance by TENANT of all terms, covenants and conditions of the Lease. If TENANT defaults with respect to any provision of this Lease, HCRRA may use, apply or retain all or any part of this security deposit to remedy the default. If any portion of the deposit is so used or applied, TENANT shall, five (5) days after written demand by HCRRA, deposit cash with HCRRA in an amount sufficient to restore the security deposit to its original amount and TENANT's failure to do so shall be a breach of this Lease. HCRRA shall not be required to keep the security deposit separate from its general funds, and TENANT shall not be entitled to interest on any such deposit, except as required by statute for residential leases.

### **XVIII. EMINENT DOMAIN**

This Lease shall automatically terminate upon the commencement of any eminent domain action over any or all of the area constituting the Premises, and all rights TENANT has under this Lease to the Premises shall cease.

### **XIX. THREE RIVERS PARK DISTRICT PERMIT AGREEMENT**

TENANT agrees that the rights contained in this Lease are subject to and subordinate to the rights granted and contained in the Permit Agreement between HCRRA and Three Rivers Park District A09222 (parcel 73-34001) dated July 30, 1992, and that TENANT shall comply with all rules and regulations of the Three Rivers Park District in regards to the exercise of its rights over HCRRA's right of way, including but not limited to those regarding safety. This provision is intended solely to be to the benefit of HCRRA and is not intended to create rights in third party beneficiaries.

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**HCRRA BOARD APPROVAL**

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of \_\_\_\_\_  
\_\_\_\_\_, 2021.

Reviewed by the County  
Attorney's Office

\_\_\_\_\_  
Date: \_\_\_\_\_

**HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY  
STATE OF MINNESOTA**

By: \_\_\_\_\_  
Chair of Its Board  
Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Deputy/Clerk of County Board  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Executive Director  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Executive Director  
Date: \_\_\_\_\_

Recommended for Approval:

\_\_\_\_\_  
Assistant Director, Public Works Administration  
Date: \_\_\_\_\_

**CITY OF HOPKINS**

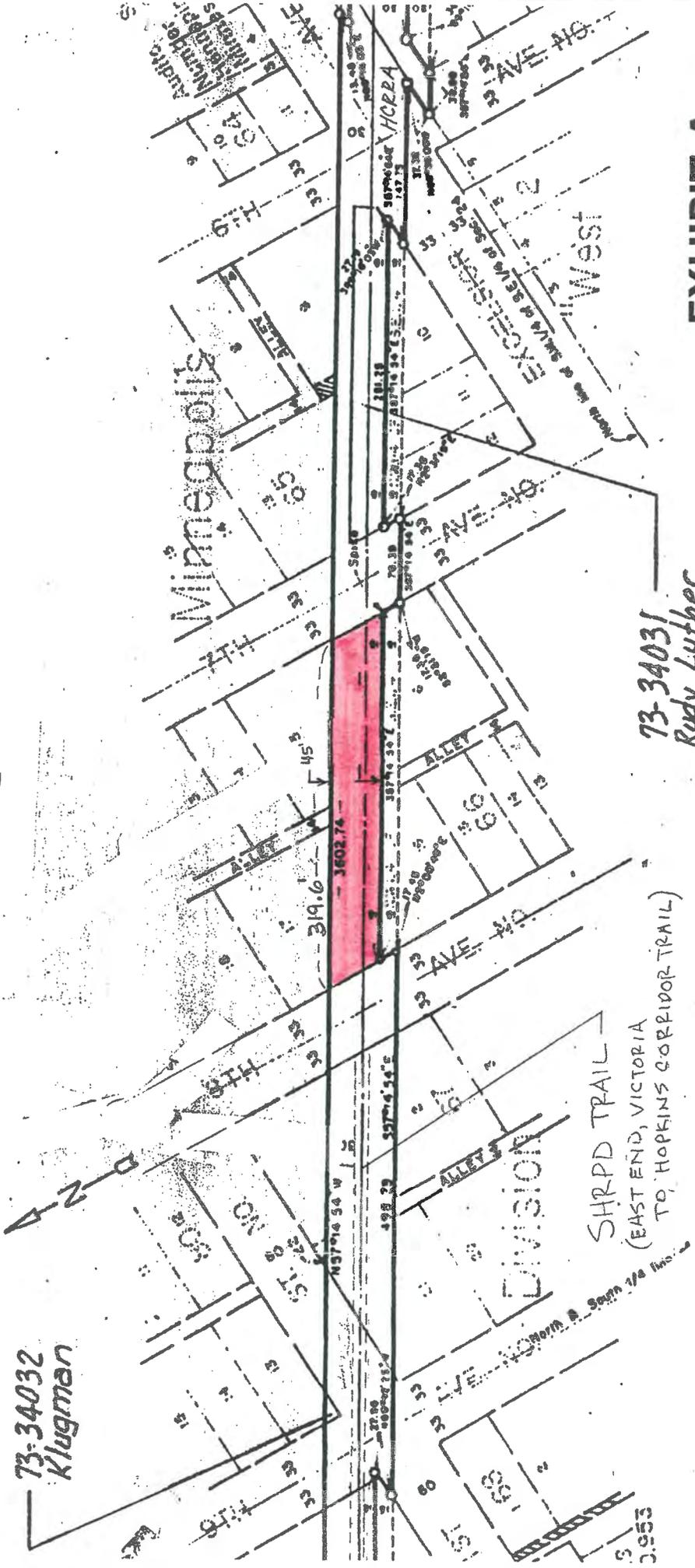
\_\_\_\_\_  
Jason Gadd, Mayor  
Date: \_\_\_\_\_

\_\_\_\_\_  
Mike Mornson, City Manager  
Date: \_\_\_\_\_

City organized under:

Statutory \_\_\_\_\_ Option A \_\_\_\_\_ Option B \_\_\_\_\_ Charter  X

Lease 73-34011



73-34032  
Klugman

73-34031  
Rudy Luther

EXHIBIT A

Lease 73-34044

STATE HWY. 7



LEASE 73-34043 T & C, DODGE

LEASE 73-34042  
- HITCHING POST, INC.

4TH STREET

16TH AVE N

SHRPD TRAIL

HCRA

TRAIL

340

24'

WEST 18TH AVE N  
MINNEAPOLIS

17TH AVE N

THIRD DIVISION

19TH AVE N

3RD STREET N

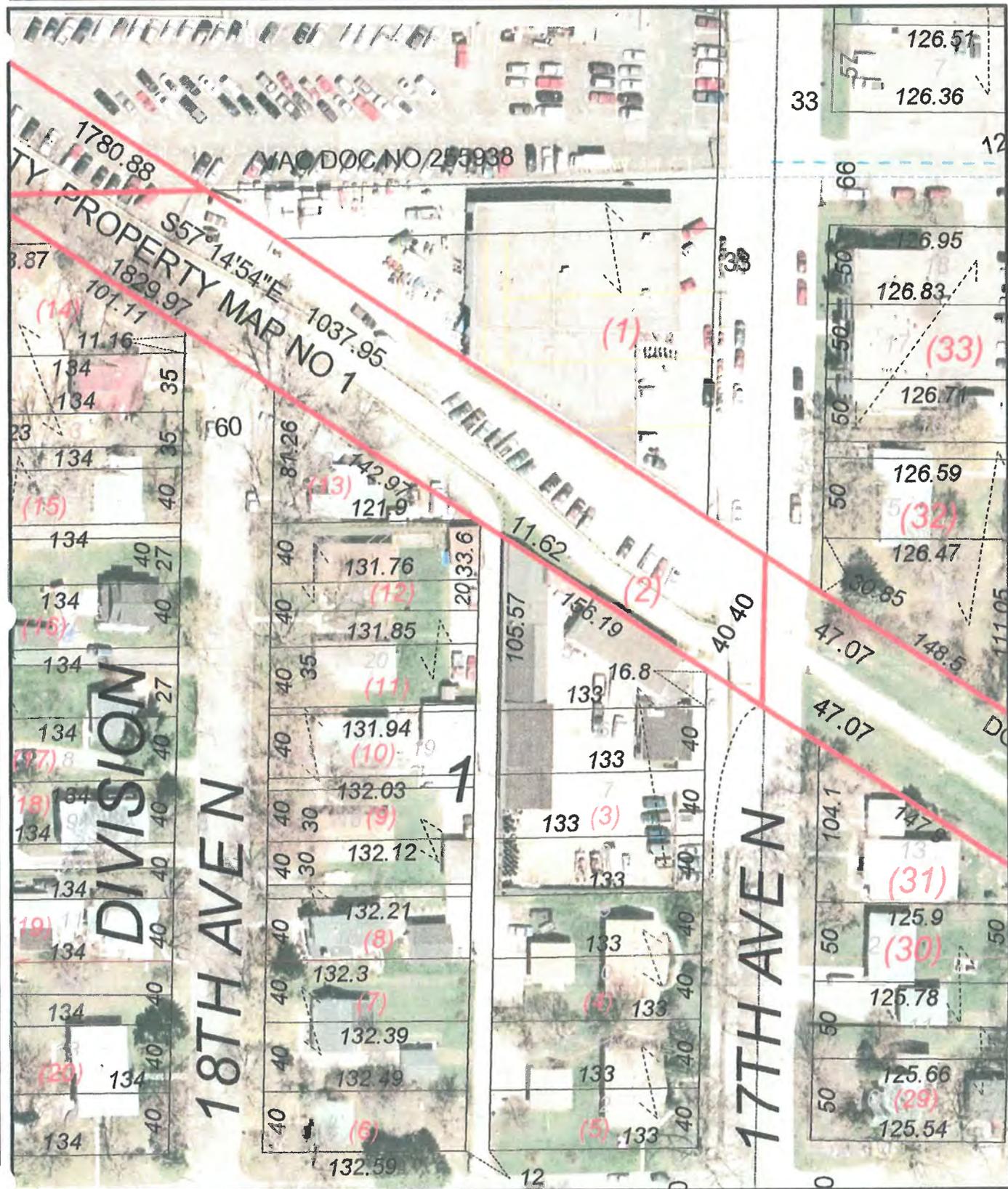
HENNEPIN COUNTY REGIONAL RAILROAD

EXHIBIT A  
CITY OF HOPKINS  
73-34044  
TRASH HAULING, BUS TURN AROUND,  
AND ALLEY



# City of Hopkins 73-34044

## Trash Hauling, Bus Turn Around & Alley



*This is not a legally recorded map. It represents a compilation of information and data from City, County, and State road authorities and other sources.*



CITY OF HOPKINS

## Memorandum

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

From: Ari Lenz, Assistant City Manager  
Chris Kearney, Chief Building Official  
Dale Specken, Fire Chief

Date: July 20, 2021

Subject: Rental Inspection Program Revisions

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### PURPOSE

Council to review and provide comment on proposed changes to the City's Rental Inspections Program.

### INFORMATION

Over the last year, the City has deferred rental inspections due to public health concerns regarding COVID 19. As we look to restarting the rental inspection program, staff reviewed the current rental inspection program, ordinance and processes with a few goals in mind:

- Looking for efficiencies and equity improvements.
- Utilizing the rental inspection program as a platform to building upon our current outreach efforts to increase renter engagement and participation.

As part of that process, staff conducted a review of the program internally including staff from the Community Services Department (Inspections and Administration), Community Development, Fire Department and Police Department. Staff also solicited feedback through outreach to the Hopkins Apartment Managers Association (HAMA), the Multi-Cultural Advisory Committee (MAC), the Minnesota Multi Housing Association (MHA), rental property owners and renters and the general public. The engagement process first focused on receiving high-level feedback and then the proposed revisions were posted publically and outreach was done to get specific feedback on the revisions. Tonight's meeting is another opportunity for public engagement and feedback from Council.

Staff feels the proposed ordinance balances the goals of the program with efficiency and equity needs and will help us guide our rental inspection program going forward.

A key council goal has been to increase renter engagement and participation. The rental inspection program can help us build upon our efforts to engage residents and plan to continue to review our processes to make improvements going forward in this area. The ordinance revision is the first step in the process.

### **Primary Issues to Consider**

What are the equity impacts of the rental ordinance?

- Hopkins is over 65% rental and 41.1% of the community identifies as non-white or Hispanic. Over 90% of our communities of color in Hopkins live in rental homes.
- Staff reframed the rental inspection program as a business arrangement between property owners and the city to provide rental homes for residents. There are certain responsibilities the rental program and inspection process requires from property owners to conduct their business. The program is a protection for residents who rent, property owners, the city and the surrounding community. All of these partners have a stake in the program.
- The ordinance changes will also require copies of notices related to inspections being sent directly to residents for hearings that affect their homes. Practices are being clarified in the ordinance to be transparent for all.
- Many of the proposed changes clean up and modernize language.

How will the revisions affect operations?

- Staff believes the proposed ordinance will make the rental inspection program more efficient and will retain the quality of service in three key ways:
  - The ordinance will reduce the frequency of inspections for those who are graded highly and properly maintaining their units. Although regular frequency is reduced, the City will maintain the authority to be able to conduct inspections at the request of a tenant, property manager or if the City itself feels an inspection is needed due to repetitive issues.
  - The ordinance revises the lookback period for nuisances to 24 months from 12 months. This will help ensure stability and allow us greater authority when dealing with properties with repetitive nuisance conditions.
  - Staff is proposing to move the rental inspections program to the Fire Department and requiring rental inspectors to be firefighters going forward. This will initially require more training and investment to move the program but will increase the City's fire response capacity and reduce some of the duplication between rental and fire inspections. We expect this to add additional public safety related efficiencies and benefits to the program.

- The ordinance will also change the timing of the rental license renewal process to the calendar year, versus the fall. This will better balance with staffing demands that are seasonally busier in the inspections division in the fall and timed to the slower winter season. We also believe it will be easier for property managers to remember an annual license versus mid-year renewals.

## **FUTURE ACTION**

Pending comments from tonight's meeting, Staff plans to bring the proposed revisions to Council on August 2nd for the first reading.

## **SUPPORTING DOCUMENTS**

### **Redline of Ordinance Revisions**

This is the redline of the actual proposed changes to the city code.

### **Revised Policy and Checklist**

This is the proposed revised policy (redlined) and checklist (simplified from previous checklist).

### **Survey #1 - Summary of feedback from high level**

Comments were used to guide changes proposed by Staff. Note: you may not be able to find reference to all comments in the proposed changes.

### **Survey #2 - Summary of feedback on proposed program changes**

Comments were used to guide changes proposed by Staff. Note: you may not be able to find reference to all comments in the proposed changes.

## ARTICLE III. - RENTAL HOUSING

### DIVISION 1. - GENERALLY

#### Sec. 20-119. - Purpose.

It is the purpose of this article to ensure that rental housing in the city is respectable~~decent~~, safe and sanitary and is so operated and maintained, ~~as not to become a nuisance to the neighborhood or to become an influence that fosters blight and deterioration or creates a disincentive to reinvestment in the community.~~ The operation of rental dwelling units is a business enterprise that entails certain responsibilities. Operators are responsible for taking reasonable steps as necessary to ensure that the ~~citizens-residents~~ of the city who occupy such units may pursue ~~the quiet~~ enjoyment of the normal activities of life in surroundings that are: safe, secure and sanitary; free from crimes and criminal activity, nuisances or annoyances.

(Code 1986, § 407.01)

#### Sec. 20-120. - Scope and applicability.

This article applies to all dwelling units that are leased in whole or in part as rental dwelling units. It includes accessory structures such as garages and storage buildings and appurtenances such as sidewalks and retaining walls, which are on the property. This article does not apply to state or county department of health and department of human services licensed rest homes, convalescent care facilities, nursing homes, or hotels or motels or lodging facilities licensed by the state, county or city.

(Code 1986, § 407.03)

#### Sec. 20-121. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Apartment building* means any building or portion thereof that contains three or more dwelling units, sleeping rooms, or a combination thereof but not including condominiums, cooperatives or town homes.

*Building official* means the building official for the city or ~~his-their~~ duly authorized representatives.

*Condominium* means a single dwelling unit in a multi-dwelling unit building that is separately owned and may be combined with an undivided interest in the common areas and facilities of the property. Each individual owner may sell or encumber ~~his-their~~ own unit.

*Cooperative, Housing Cooperative or co-op* means a residential housing option that is a corporation whereby owners do not own their units outright, but are shareholders and have equity in the corporation.

*Denial* means the refusal to grant a license to a new or renewing applicant by the city.

*Drug-related illegal activity* means the illegal possession, manufacture, sale, distribution, purchase, use, or possession with intent to manufacture, sell, or distribute a controlled substance as defined in the Controlled Substance Act, 21 USC 802, or possession of drug paraphernalia as defined in M.S.A. § 152.092.

*Dwelling, single-family* means a building or portion thereof containing one dwelling unit. A single-family dwelling unit includes a free standing single-family residence, a single dwelling in a cooperative, an individual condominium or townhouse, a single dwelling unit in a nonresidential structure or a dwelling unit offered for rent in a duplex in which the owner occupies the other dwelling unit.

*Dwelling, two-family* means a building or portion thereof containing two dwelling units.

*Dwelling unit* means a single unit providing complete, independent, living facilities for one or more persons in one common household, including permanent provisions for living, sleeping, eating, cooking and sanitation.~~any building or portion thereof that contains living facilities, including provisions for sleeping, eating, cooking and sanitation, for not more than one family.~~

*Efficiency dwelling unit* means a dwelling unit containing only one habitable room plus bathroom facilities.

*Family* (see definition of relative).

*Fire Chief* means the Fire Chief for the city or their duly authorized representatives

*Lease* means an oral or written agreement between a dwelling unit owner and a tenant or sub-leaser for temporary use of a rental dwelling unit, usually in exchange for payment of rent.

*License* means the formal approval of an activity specified on the certificate of license issued by the city.

*Nuisance* any substance, matter, emission, or thing which creates a dangerous or unhealthy condition or which threatens the public peace, health, safety, or sanitary condition of the city or which is offensive or has a blighting influence on the community and which is found upon, in, being discharged or flowing from any street, alley, highway, railroad right-of-way, vehicle, railroad car, water, excavation, building, erection, lot, grounds, or other property located within the city, see chapter 28.

*Rent* means the consideration paid by a tenant to the owner of a rental dwelling unit for temporary and exclusive use of the rental dwelling unit by the tenant. The consideration is not limited to cash.

*Relative* means individuals with legal, financial or shared caregiving responsibilities for each other's welfare including: spouse, domestic partners, parent (including in-laws), child (including biological, step-child, foster child, adopted child, adult child or in-laws), sibling, grandchild (including biological, step-child, foster child, adopted child or adult child), grandparent, any adult with legal guardianship status, custody or those serving loco parentis and other persons operating in a caretaker roles relative to the owner of the property.

*Rental dwelling unit* means a dwelling unit or sleeping room occupied and leased by a tenant.

*Revoke* means to take back a license issued by the city.

*Sleeping room* means any room used or intended to be used by a tenant for sleeping purposes with or without meals and not licensed by the state or county department of health and department of human services.

*Suspend* means to make a license temporarily inoperative.

*Tenant* means any adult person granted temporary use of a rental dwelling unit or sleeping room pursuant to a lease with the owner of the rental dwelling unit.

*Townhouse* means a single-family dwelling constructed in a group of dwellings attached to each other and where each dwelling unit extends from the foundation to the roof and is separated from other dwelling units by property lines.

(Code 1986, § 407.04)

Sec. 20-122. - Enforcement official.

The building official shall be responsible for enforcement and administration of this article. Authority to take any action authorized under this section may be delegated to the building official of fire chief's authorized designee.

(Code 1986, § 407.11)

Sec. 20-123. - Penalties.

A person who violates the provisions of this article may be charged with a misdemeanor or be subject to the issuance of an administrative citation or both. Each day that a violation continues shall be deemed a separate offense. The building official or fire chief may post the rental dwelling unit by appropriate signs or notices prohibiting occupancy and may act to cause the rental dwelling unit to be vacated or remain vacant until this Code violations are corrected.

(Code 1986, § 407.17)

Sec. 20-124. - No warranty by city.

By enacting and undertaking to enforce this article, the city, city council, its agents, and employees do not warrant or guarantee the safety, fitness or suitability of any dwelling in the city. Owners and occupants should take whatever steps they deem appropriate to protect their interests, health, safety and welfare.

(Code 1986, § 407.19)

Sec. 20-125. - Residential tenant's right to summon emergency assistance.

Pursuant to M.S.A. § 504B.205, subd. 2, a landlord may not bar or limit a residential tenant's right to call for police or emergency assistance in response to domestic abuse or any other conduct or impose a penalty on a residential tenant for calling for police or emergency assistance in response to domestic abuse or any other conduct. A residential tenant may not waive and a landlord may not require the residential tenant to waive the residential tenant's right to call for police or emergency assistance.

(Code 1986, § 407.18)

Secs. 20-126—20-148. - Reserved.

DIVISION 2. - LICENSES

Subdivision I. - In General

Sec. 20-149. - Required; exceptions.

- (a) No person shall operate, let or cause to be let, a rental dwelling unit, which has not been properly licensed by the city in the manner required by this article. A license must be obtained for each residential dwelling unit, except that two or more residential dwelling units located within a single building and having a common owner and a common property identification number shall require only a single license. All rental dwelling units shall be licensed before being let, in whole or in part.
- (b) Rental dwelling units must be licensed as a sleeping room, a single-family dwelling, a two-family dwelling, or an apartment building. Any unlicensed rental dwelling units are subject to penalties.
- (c) Rental licenses are not required for dwelling units that an immediate relative occupies. The term "relative" means individuals with legal, financial or shared caregiving responsibilities for each other's welfare including: spouse, domestic partners, parent (including in-laws), child (including biological, step-child, foster child, adopted child, adult child or in-laws), sibling, grandchild (including biological, step-child, foster child, adopted child or adult child), grandparent, any adult with legal guardianship status, custody or those serving loco parentis and other persons operating in a caretaker roles relative

~~to the owner of the property, husband, wife, father, mother, son, daughter, brother, sister, grandson, granddaughter, grandfather, or grandmother.~~

- (d) Rental dwelling units owned or under the control of the city must be licensed but are exempt from paying license fees.

(Code 1986, § 407.05(1), (6))

Sec. 20-150. - Licensing standards; qualifications for licensure.

The following minimum standards and conditions shall be met in order to hold a rental dwelling license under this article. Failure to comply with any of these standards and conditions shall be adequate grounds for denial, refusal to renew, revocation, or suspension of a rental dwelling license:

- (1) The licensee or applicant shall have paid the required license fee.
- (2) Rental dwelling units shall not exceed the maximum number of dwelling units permitted by city zoning regulations.
- (3) No rental dwelling or rental dwelling unit shall be over occupied or illegally occupied in violation of city zoning regulations or the property maintenance code.
- (4) The rental dwelling shall not have been used or converted to rooming units in violation of city zoning regulations.
- (5) The owner shall not allow weeds, vegetation, junk, debris, or rubbish to accumulate repeatedly on the exterior of the premises so as to create a nuisance condition. If the city is required to abate such nuisance conditions under this Code, or collect, gather up or haul solid waste more than three times during a period of ~~24~~ months or less, it shall be sufficient grounds to deny, revoke, suspend or refuse to renew a license.
- (6) The rental dwelling or any rental dwelling unit therein shall not be in substandard condition.
- (7) The licensee or applicant shall have paid the required initial inspection and re-inspection fees.
- (8) The licensee or ~~his~~their agent shall allow the building official, fire chief or authorized representative to perform a rental license review inspection(s).
- (9) There shall be no delinquent property taxes or assessments on the rental dwelling.
- (10) There is no active arrest warrant for a property maintenance code or zoning regulations violation pertaining to any property in which the licensee, applicant or property manager has a legal or equitable ownership interest or is involved in management or maintenance.
- (11) Any persons who has had an interest in two or more licenses revoked or canceled in Hopkins pursuant to this article or a combination of revocations or cancellations shall be ineligible to hold or have an interest in a rental dwelling license for a period of five years.
- (12) No new rental dwelling license shall be issued for the property during the pendency of adverse license action initiated.
- (13) The licensee or applicant must have a current, complete, and accurate rental dwelling application on file with the housing inspector.

(Code 1986, § 407.09)

Sec. 20-151. - Application.

A license application shall be submitted to the building official, fire chief or authorized representative on forms furnished by the city and must contain the following information:

- (1) Name, address, email and telephone number of the owner of the rental dwelling units. This is the address that all future correspondence from the city will be sent to. The owner shall indicate if the owner is a corporation, partnership, or sole proprietorship.
- (2) Name, address, and telephone number of any owner's agent responsible for the management of the rental dwelling units.
- (3) Street address of the rental dwelling units.
- (4) Number and type of dwelling units, including number of sleeping rooms.
- (5) The owner shall certify compliance with the requirement for conducting background checks on prospective tenants.
- (6) The owner shall certify compliance with the requirement to include disorderly behavior lease provisions.

(Code 1986, § 407.05(4))

Sec. 20-152. - Amended applications.

If any changes occur in any information required on the license application, the owner must submit an amended license application to the city within 30 days of the change. If any rental dwelling units are added to a current license, the additional rental dwelling units must be licensed by amendment of the current license and must be accompanied by the fee required for the additional units.

(Code 1986, § 407.05(5))

Sec. 20-153. - Inspection.

Upon receipt of the properly executed initial application for a rental license, the building official, fire chief or authorized representative may cause an inspection to be made of the rental dwelling units to determine whether it is in compliance with this Code and state law. Every rental dwelling unit may be re-inspected after a renewal application is filed to determine if it still conforms to all applicable codes and ordinances.

(Code 1986, § 407.05(1))

Sec. 20-154. - License and inspection fees.

All license and inspection fees required by this section are set forth by city council resolution. License fees must accompany the license application. The license fee is doubled when an application is received more than 30 days after it was due. Inspection fees are due at the time dwelling units are inspected.

(Code 1986, § 407.05(7), (8))

Sec. 20-155. - Criminal background check.

The licensee shall conduct criminal background checks on all prospective tenants. The criminal background check must include the following:

- (1) A statewide (Minnesota) criminal history check of all prospective tenants covering at least three years; the check must be done utilizing the most recent update of the state criminal history files;

- (2) A statewide criminal history check from the prospective tenant's previous state of residence, if available, if the tenant is moving directly from the previous state;
- (3) A criminal history check of any prospective tenant in their previous states of residence, if available, covering the last three years if they have not resided in Minnesota for three years or longer;
- (4) A criminal history check of any prospective tenant must be conducted in all seven counties in the metro Twin City area (Hennepin, Ramsey, Anoka, Carver, Dakota, Scott and Washington) covering at least the last three years including all misdemeanor, gross misdemeanor, and felony convictions.

(5) Property Owners have the final decision on accepting a tenant after completion of the background check.

(Code 1986, § 407.05(2))

Sec. 20-156. - Issuance.

The city shall issue a license if the rental dwelling units and the application are found to be in compliance with this article and any required license fees are paid. Posting of rental licenses is not required; however, the property owner or agent for the owner must be able to present the license if asked to do so.

(Code 1986, § 407.06)

Sec. 20-157. - Term, renewal.

Licenses will expire annually at midnight on ~~October 31~~December 31st. The license for each building containing rental dwelling units must be renewed annually on or before ~~October 31~~December 1st.

(Code 1986, § 407.05(1), (6))

Sec. 20-158. - Change in property ownership requires new license.

Licenses are not assignable. Any changes occurring in the ownership of a rental dwelling unit requires a new license. The new owner must obtain a new license within 30 days of acquiring the property. The fee paid for the new license shall be the fee required for an initial license.

(Code 1986, § 407.05(5))

Sec. 20-159. - Records retention.

The license application and all other documents pertinent to a rental dwelling unit shall be kept on file in the office of the building official, fire chief or authorized representative. A copy shall be furnished to the owner or other authorized person upon request.

(Code 1986, § 407.05(9))

Secs. 20-160—20-186. - Reserved.

Subdivision II. - Suspension, Revocation and Denial

Sec. 20-187. - Authority.

The city council may revoke, suspend, deny or decline to renew any license issued under this section. In buildings containing more than one rental dwelling unit, the revocation, suspension, denial or declination may apply to one or more rental dwelling units at the discretion of the council.

(Code 1986, § 407.14(1))

Sec. 20-188. - Grounds.

The basis for revocation, suspension, denial or non-renewal includes, but is not limited to, any of the following circumstances:

- (1) The license was procured by misrepresentation of material facts with regard to the rental dwelling unit or the ownership of the rental dwelling unit.
- (2) The applicant or one acting in ~~his~~their behalf made oral or written misstatements accompanying the application.
- (3) The applicant has failed to comply with any condition set forth in any other permits granted by the city.
- (4) The activities of the owner or agent create or have created a danger to the public health, safety or welfare.
- (5) The rental dwelling unit contains conditions that might injure or endanger the safety, health or welfare of any member of the public.
- (6) Failure to pay any application, penalty or reinstatement fee required by this article and city council resolution.
- (7) Failure to correct violations of the property maintenance code in the time period specified in the notice of violation and correction.
- (8) Three instances of disorderly behavior that is not subject to an exception or exemption under this article.
- (9) Violation of any regulation or provision of the code applicable to the activity, to which the license has been granted, or any regulation or law of the state so applicable.
- (10) Failure to continuously comply with any condition required of the applicant for the approval or maintenance of the license.
- (11) Any violation of this article.

(Code 1986, § 407.14(1))

Sec. 20-189. - Notice.

- (a) The building official, fire chief or authorized representative shall notify the owner or the owner's agent in writing of the basis for the revocation, suspension, denial or non-renewal and the date of the hearing under this subdivision. The notice shall be served upon the owner or the owner's agent at least 20 days before the hearing. A copy of the notice will also be sent to the rental unit addressed general to "renter or current occupant".
- (b) Service shall be deemed sufficient if the notice is sent to the owner ~~or~~, the owner's agent and the address of the rental unit addressed to "renter or current occupant" by first class mail at the address provided in the license application. ~~It shall be the responsibility of the owner or the owner's agent to notify the tenant in writing of the hearing date, time and place.~~

(Code 1986, § 407.14(2))

Sec. 20-190. - Hearing.

The owner or the owner's agent and the building official, fire chief or authorized representative shall be given an opportunity to be heard. The owner may be represented by counsel. Both sides may be permitted to examine the other side's witnesses. The council shall hear all relevant evidence and arguments and shall review all testimony, documents, and other evidence submitted. The council shall record the hearing and keep a record of documentary evidence submitted.

(Code 1986, § 407.14(3))

Sec. 20-191. - Final determination; written decision.

- (a) The city council shall make findings based on the evidence and shall make a decision on the recommendation to revoke, suspend, deny, or non-renew a license based on the findings.
- (b) The city council shall issue a written decision regarding the recommendation of the building official, fire chief or authorized representative within 30 days following the date of the hearing and shall notify the appellant of the decision by first class mail with a duplicate copy to the building official, fire chief or authorized representative. The decision shall specify the rental dwelling unit to which it applies, the duration of the revocation, suspension, denial or non-renewal, and the conditions that must be met before the license may be reissued or reinstated. A copy of the notice will also be sent to the rental unit addressed general to "renter or current occupant" and include materials necessary to assist the renter in understanding the impact of the decision.
- (c) Thereafter, and until a license is reissued or reinstated, the rental dwelling units affected may not be rented or occupied.

(Code 1986, § 407.14(4))

Sec. 20-192. - Requirements for license after revocation, suspension, denial or non-renewal.

- (a) After the city council revokes, suspends, denies or declines to renew a license, no license will be issued for the affected rental dwelling units until the building official, fire chief or authorized representative determines that the applicant/licensee has remedied the conditions identified by the city council as the basis for its action.
- (b) An application to obtain a license for a rental dwelling unit after the city council has revoked, suspended, denied or declined to renew a license for the same rental dwelling units must be accompanied by all fees required by this section.

(Code 1986, § 407.14(5))

Sec. 20-193. - Effect of revocation, suspension, denial, or non-renewal.

If a license is revoked, suspended, denied or not renewed by the city council, it shall be unlawful for the owner or the owner's agent to thereafter permit the occupancy of the then vacant or, thereafter vacated, rental dwelling units, until such time as a valid rental license is obtained for the rental dwelling units. Issuance of a new license after revocation, suspension, denial or non-renewal shall be made in the manner provided for in subdivision 1 of division 2 of this article.

(Code 1986, § 407.15)

Sec. 20-194. - Continuing duty of owner regarding occupied units.

Revocation, suspension, denial, or non-renewal of a license shall not excuse the owner from compliance with all terms of this section for as long as any rental dwelling units in the building are occupied.

(Code 1986, § 407.14(4))

Sec. 20-195. - Posted to prevent occupancy.

Whenever any rental dwelling unit has been denied an initial license, had its license revoked, suspended, denied or not renewed it shall be posted by the building official, fire chief or authorized representative to prevent further occupancy. No person, other than the building official, fire chief or authorized representative shall remove or alter any posting. The building official, fire chief or authorized representative will post the date the rental dwelling unit shall be vacated and no person shall reside in, occupy or cause to be occupied that rental dwelling unit until the building official, fire chief or authorized representative permits it.

(Code 1986, § 407.16)

Secs. 20-196—20-213. - Reserved.

### DIVISION 3. - PERIODIC INSPECTIONS

Sec. 20-214. - Policy and guidelines to be established by building official, fire chief or authorized representative.

The building official, fire chief or authorized representative shall prepare a policy for inspecting all rental dwellings that are required to be licensed under this article. The policy shall contain objectives for the systematic inspection of all rental dwellings and priorities for the use of scarce inspection resources. The guidelines may be based upon any of the following factors and any other factors deemed by the community services director, fire chief or authorized designee to promote an efficient inspections program:

- (1) ~~Geographic distribution and concentration of rental dwellings.~~
- (2) Rental dwellings with delinquent property taxes, city utility bills or other city charges/fees.
- (3) Property identified by the inspections division as having an excessive number of housing code violations or a history of noncompliance or slow compliance with housing inspection orders.
- (4) Rental dwellings for which no license has been obtained.
- (5) Rental dwellings with an excessive number of police calls for drug offenses, prostitution, crimes of force or violence, and loud disturbances or parties.
- (6) Sale of the equitable interest in a rental dwelling property.
- (7) Conversion of homesteaded dwelling units to rental dwelling units.

(Code 1986, § 407.08)

Sec. 20-215. - Periodic inspection schedule may be established by building official, fire chief or authorized representative.

The building official, fire chief or authorized representative may set up a schedule of periodic inspections to ensure compliance with this article.

(Code 1986, § 407.12)

Sec. 20-216. - Notice of intent to inspect; access for inspection.

The building official, fire chief or authorized representative shall provide reasonable notice to the owner or the owner's agent as to the date and time of the inspection.

(Code 1986, § 407.12)

Sec. 20-217. - Access for inspection.

Each occupant of a rental dwelling unit shall give the owner or the owner's agent access to any part of such rental dwelling unit at reasonable times for the purpose of effecting inspection, maintenance, repairs or alterations as are necessary to comply with the provisions of this article. If any owner, owner's agent or tenant of a rental dwelling unit fails or refuses to permit entry to the rental dwelling unit under ~~his~~ their control for an inspection pursuant to this article, the building official, fire chief or authorized representative may seek a court order authorizing such inspection.

(Code 1986, § 407.12)

Sec. 20-218. - Minimum inspection standards.

- (a) The minimum standard to be used for inspections for compliance with the property maintenance code shall include the inspection of the building exterior and the common areas and the basement. In addition:
- (1) If there are ~~ten-24~~ or fewer individual dwelling units in the building, minimum inspection requirements include inspecting ~~50-25~~ percent of the individual dwelling units, with a minimum of at least one dwelling unit.
  - ~~(2) If there are between 11 and 24 individual dwelling units, inclusive, in the building, minimum inspection requirements include inspecting five individual dwelling units in the building.~~
  - (23) If there are 25 or more individual dwelling units in the building, minimum inspection requirements include inspecting 20 percent of the individual dwelling units.
  - (4) The specific individual dwelling units to be chosen for inspection shall be determined pursuant to inspection division policy.
- (b) If the rental dwelling structure is considered to be substandard, the building official, fire chief or authorized representative may inspect additional units, up to all of the units in the building.

(Code 1986, § 407.07)

Secs. 20-219—20-244. - Reserved.

DIVISION 4. - SUBSTANDARD UNITS

Sec. 20-245. - Deficiency point system to be established by building official, fire chief or authorized representative.

- (a) The building official, fire chief or authorized representative shall cause to be prepared and shall keep on file for public inspection a rental licensing inspection deficiency point system used in the point calculation procedure provided in this article. He shall assign points according to the severity of each code violation on a scale from one up to the maximum points possible for such violation.
- (b) Except when otherwise provided by state law, conditions in the design or structure of a building, such as, but not limited to, the size and dimension of rooms and windows and the electrical and plumbing systems that were legal under existing codes when built shall not be violations as long as they are maintained in good repair.
- (c) A violation shall receive maximum points when a required item is completely absent, completely fails to perform its function, or is imminently hazardous to the health or safety of the occupants.

(Code 1986, § 407.10)

Sec. 20-246. - Determining whether dwelling is substandard; points required; major violations.

- (a) A rental dwelling structure shall be considered substandard if at least one dwelling unit within the structure scores 25 or more points or the entire structure scores more than the points shown below based on the number of units within the structure:

<i>Number of Units</i>	<i>Points</i>
1	25
2	30
3	35
4	40
5 or more	10 per unit; or

- (b) Any single violation scoring six or more points is considered a major violation.
- (c) For the purposes of the point calculation in this section, any combination of four rooming units or shared bath units shall constitute one dwelling unit. Points for a violation in a common area of the structure outside a dwelling unit will not be cumulative on a unit-by-unit basis. However, 25 or more points in the common areas of a structure, including, but not limited to, the entryways, corridors, community rooms, exterior walls and roof, will constitute a substandard structure.

(Code 1986, § 407.10)

Secs. 20-247—20-270. - Reserved.

DIVISION 5. - DISORDERLY BEHAVIOR

Sec. 20-271. - Licensee's responsibility to prevent.

It shall be the licensee's responsibility to ensure that the tenants, the tenants' family members and the guests of any tenant or tenant's family member not engage in disorderly behavior in the rental dwelling unit. For the purposes of this section, the term "rental dwelling unit" shall include common areas in the building where the rental dwelling unit is located.

(Code 1986, § 407.13(1))

Sec. 20-272. - Lease provision required.

All tenant leases shall contain crime-free and drug-free provisions or the equivalent that prohibits the disorderly behavior identified in this division.

(Code 1986, § 407.05(3))

Sec. 20-273. - Acts constituting disorderly behavior.

Disorderly behavior under this division includes, but is not limited to, the following:

- (1) Drug-related illegal activity in the rental dwelling unit. A tenant shall be deemed to be in possession of a controlled substance if any amount is located in the tenant's rental dwelling unit even if the tenant claims not to know the controlled substance was present unless the tenant provides a sworn statement by a person, other than another tenant or tenant's family member, that the controlled substance was theirs and the tenant had no knowledge of the controlled substance.
- (2) Acts of violence or threats of violence, including, but not limited to, discharge of firearms, prostitution, intimidation, or any other act that otherwise jeopardizes the health, safety or welfare of the licensee, ~~his~~ their agents or tenants.
- (3) Violation of M.S.A. § 609.72, disorderly conduct.
- (4) Violation of M.S.A. §§ 609.74 and 609.745, public nuisance.
- (5) Violation of M.S.A. § 609.66, subd. 1(a), 609.67 or 624.713, unlawful use or possession of a firearm or weapon.
- (6) Violation of M.S.A. § 609.50, obstructing legal process.
- (7) Violations of this Code related to firearms, noise or nuisances.

(Code 1986, § 407.13(2))

Sec. 20-274. - Emergency calls.

An emergency call, as defined in M.S.A. § 609.78, subd. 3, is not to be considered an instance of disorderly behavior under this article if:

- (1) The victim and suspect are family or household members, as defined in M.S.A. § 518B.01, subd. 2(b) and where there is a report of domestic abuse as defined in M.S.A. § 518B.01, subd. 2(a).
- (2) The call is a result of a tenant, a member of a tenant's household or a guest taking action to seek emergency assistance that is protected by M.S.A. § 504B.205.

(Code 1986, § 407.13(2))

Sec. 20-275. - Enforcement procedure.

- (a) *First offense.* Upon determination by the building official, fire chief or authorized representative that a rental dwelling unit was the location of disorderly behavior, the building official, fire chief or authorized representative shall notify the licensee and tenant by first class mail of the violation and direct the licensee to take steps to prevent further violations.
- (b) *Second offense.* If a second instance of disorderly behavior occurs at a rental dwelling unit within 12 months of the time a notice was sent for previous disorderly behavior at the same unit, the building official, fire chief or authorized representative shall notify the licensee and the tenant by first class mail of the violation and direct the licensee to submit, within ten days of the date of the notice, a written report of all actions taken by the licensee since the first violation notice and actions the licensee intends to take to prevent further disorderly behavior.
- (c) *Third offense.* If a third instance of disorderly behavior occurs at a rental dwelling unit within 12 months after the first of two previous notices of disorderly behavior at the same unit, the rental dwelling unit license may be revoked, suspended or not renewed by the city council upon the recommendation of the building official, fire chief or authorized representative. The building official, fire chief or authorized representative shall make his-their decision to recommend revocation, suspension or non-renewal of the license and submit his-their recommendation to the city council within 15 days of the third instance of disorderly behavior.
- (d) *Determination of repeat offenses.* For the purposes of this section, second and third instances of disorderly behavior shall be those that:
  - (1) Occur at the same rental dwelling unit;
  - (2) Involve tenants at the same rental dwelling unit;
  - (3) Involve guests or invitees at the same rental dwelling unit;
  - (4) Involve guests or invitees of the same tenant; or
  - (5) Involve the same tenant.

(Code 1986, § 407.13(3)—(6))

Sec. 20-276. - Postponing license action.

- (a) No adverse license action shall be imposed when an instance of disorderly behavior occurred during pending eviction proceedings (unlawful detainer) or within 30 days of notice given by the licensee to a tenant to vacate the rental dwelling unit. However, adverse license action may proceed when the licensee fails to diligently pursue the eviction process.
- (b) An action to deny, revoke, suspend, or not renew a license based upon violations of this section may be postponed or discontinued at any time if the licensee has taken appropriate measures which will prevent further instances of disorderly behavior which may include a failed eviction process.

(Code 1986, § 407.13(7))

Sec. 20-277. - Burden of proof.

A determination that the rental dwelling unit has been the location of disorderly behavior shall be made by a preponderance of the evidence. It shall not be necessary that criminal charges be brought in order to support a determination of disorderly behavior, nor shall the fact or dismissal or acquittal of such a criminal charge operate as a bar to adverse license action under this section.

(Code 1986, § 407.13(8))

Sec. 20-278. - Other remedies.

Enforcement actions provided in this article shall not be exclusive, and the city council may take any action with respect to a licensee, a tenant, or the licensed rental dwelling units as is authorized by this article or state law.

(Code 1986, § 407.13(9))

Secs. 20-279—20-304. - Reserved.

#### DIVISION 6. - AFFORDABLE RENTALS

Sec. 20-305. - Purpose.

It is the purpose of this section to provide housing stability and protection to tenants in affordable rental housing units who are facing displacement when there is a transfer of ownership of an affordable housing building. This section requires, upon such a transfer, notice to the tenants and the city and the payment of tenant relocation assistance when affordable housing is converted and tenants are required, through direct or indirect means, to move without adequate time to find new housing. This section is to be interpreted broadly to ensure the tenants of affordable housing units are afforded the protections intended by this section.

(Ord. No. 2019-1141, § 1(460.00), 5-7-2019)

Sec. 20-306. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Affordable housing building* means a multi-family rental housing building having three or more housing units, where at least 15 percent of the units rent for an amount that is affordable to households at or below 60 percent of area median income, as median income was most recently determined by the United States Department of Housing and Urban Development for the Minneapolis-St. Paul-Bloomington, Minnesota-Wisconsin Metropolitan Statistical Area, as adjusted for household size and number of bedrooms.

*Affordable housing unit* means a rental unit in an affordable housing building that rents for an amount that is affordable to households at or below 60 percent of area median income, as median income was most recently determined by the United States Department of Housing and Urban Development for the Minneapolis-St. Paul-Bloomington, Minnesota-Wisconsin Metropolitan Statistical Area, as adjusted for household size and number of bedrooms.

*Cause* means the tenant or a member of the tenant's household materially violated a term of the lease or rental agreement, or violated an applicable federal, state, or local law or regulation.

*Relocation assistance* means a payment in the amount equal to three months of the current monthly contract rent.

*Tenant protection period* means the period that commences on the date when a real estate closing transfers ownership of an affordable housing building and ends on the last day of the third calendar month following the date in which written notice of the transfer is sent to each affordable housing unit tenant pursuant to section 20-307.

*Transfer of ownership* means any conveyance of title to an affordable housing building resulting in a transfer of control of the building, effective as of the earlier of the date of delivery of the instrument of conveyance or the date the new owner takes possession.

(Ord. No. 2019-1141, § 1(460.01), 5-7-2019)

Sec. 20-307. - Notice.

- (a) Within 30 days after the transfer of ownership of an affordable housing building, the new owner shall give written notice to each affordable housing unit tenant of the building that the property is under new ownership. The notice must include the following information:
  - (1) The name, mailing address, and telephone number of the new owner.
  - (2) The following statement: "Hopkins City Code section 460 provides for a tenant protection period for affordable housing unit tenants after an affordable housing building is transferred to a new owner. Under section 460, affordable housing unit tenants may be entitled to relocation assistance from the new owner if, during the tenant protection period, the new owner:
    - a. Terminates or does not renew the tenant's rental agreement without cause;
    - b. Raises the rent and the tenant submits a written notice of termination of their rental agreement;
    - c. Requires existing affordable housing unit tenants to comply with existing or modified residency screening criteria and the owner or tenant terminates or does not renew the tenant's rental agreement."
  - (3) Whether there will be any rent increase within the tenant protection period, the amount of the rent increase, and the date the rent increase will take effect.
  - (4) Whether the new owner will require existing affordable housing unit tenants to comply with existing or modified residency screening criteria during the tenant protection period, and if so, a copy of the screening criteria.
  - (5) Whether the new owner will terminate or not renew rental agreements without cause during the tenant protection period and if so, the date the rental agreement will terminate and the amount of relocation assistance that will be provided.
  - (6) The date the tenant protection period will expire.
  - (7) Whether the new owner, on the day immediately following the tenant protection period, intends to: increase rent, require existing affordable housing unit tenants to be comply with existing or modified residency screening criteria, or terminate or not renew affordable housing unit rental agreements without cause.
  - (8) Each notice required by this subsection shall contain an advisory that reads as follows: "This is important information about your housing. If you do not understand it, have someone translate it for you now, or request a translation from your landlord." This advisory must be stated in the notice in the following languages: Spanish and Somali. Upon request by a tenant, the owner must provide a written translation of the notice in the tenant's native language.
- (b) The new owner shall provide a copy of the notice required by this section to the city at the same time notice is provided to the tenant or tenants. The new owner of an affordable housing building shall not terminate or not renew a tenant's rental agreement without cause, raise rent, or require existing affordable housing unit tenants to comply with existing or modified residency screening criteria without giving the notice required by this section.

(Ord. No. 2019-1141, § 1(460.02), 5-7-2019)

Sec. 20-308. - Relocation assistance.

- (a) *When required.* A new owner of an affordable housing building must pay relocation assistance to affordable housing unit tenants when, during the tenant protection period, the new owner:
  - (1) Terminates or does not renew the tenant's rental agreement without cause;

- (2) Raises the rent and the tenant submits a written notice of termination of their rental agreement;  
or
  - (3) Requires existing affordable housing unit tenants to comply with existing or modified residency screening criteria and the owner or tenant terminates or does not renew the tenant's rental agreement.
- (b) *When paid.* The new owner must pay the relocation assistance to the tenant within 30 days after receiving tenant's written notice of termination of the rental agreement or within 30 days after the owner notifies the tenant that the rental agreement will be terminated or not renewed.

(Ord. No. 2019-1141, § 1(460.03), 5-7-2019)

Sec. 20-309. - Penalty.

- (a) A violation of section 20-308 is an administrative offense that may be subject to an administrative citation and civil penalties as provided in section 2-154. Notwithstanding any provision of section 2-154, the penalty for a violation of section 20-308 shall be the sum of the applicable amount of relocation assistance plus \$500.00.
- (b) A violation of section 20-307 is an administrative offense that may be subject to an administrative citation and civil penalties as provided in section 2-154.
- (c) A violation of this ordinance as to each dwelling unit shall constitute a separate offense.

(Ord. No. 2019-1141, § 1(460.04), 5-7-2019)

Sec. 20-310. - Payment by city to displaced tenant.

Within 30 days after a person pays the penalty provided for in section 20-309(a) to the city, the city shall pay the applicable amount of relocation assistance to the displaced tenant of the affordable housing unit for which the violation occurred.

(Ord. No. 2019-1141, § 1(460.05), 5-7-2019)

Secs. 20-311—20-326. - Reserved.

## City of Hopkins Rental Property Inspection Policy & Guidelines

The operation of rental property is a business enterprise that entails certain responsibilities. Operators are responsible for taking reasonable steps as necessary to ensure that the residents of the city who rent may pursue enjoyment of the normal activities of life in surroundings that are safe, secure and sanitary, free from crimes and criminal activity, nuisances or annoyances.

The minimum standard to be used for inspections, pursuant Section 20-214 for compliance with the Property Maintenance Code for buildings as adopted and amended by Hopkins Ordinance shall include, but not be limited to the inspection of the building exterior, interior, common areas, basement, garages, sheds and any other structures on the property.

### Inspection Guidelines

Rental Inspection guidelines are based upon any of the following factors and any other factors deemed by the ~~Building Official~~ City to promote an efficient inspections program:

- ~~(a) Geographic distribution and concentration of rental dwellings.~~
- (b) Rental dwellings with delinquent property taxes, city utility bills or other city charges/fees.
- (c) Property identified by the inspections division as having an excessive number of housing code violations or a history of noncompliance or slow compliance with housing inspection orders.
- (d) Rental dwellings for which no license has been obtained.
- (e) Rental dwellings with an excessive number of police calls for drug offenses, prostitution, crimes of force or violence, and loud disturbances or parties.
- (f) Sale of the equitable interest in a rental dwelling property.
- (g) Conversion of homesteaded dwelling units to rental dwelling units.
- (h) Rental dwellings registering complaints from but not limited to leaser, neighbors, tenants, landlords or property managers.

### Number of Units Inspected for Licensing

The specific individual dwelling units to be chosen for inspection shall be determined pursuant to inspection division policy.

- ~~Ten (10)~~ Twenty-four (24) or fewer individual dwelling units in the building, minimum inspection requirements include inspecting ~~fifty twenty five (2550)~~ percent of the individual dwelling units, with a minimum of at least one (1) dwelling unit.
- ~~Eleven (11) to twenty four (24) individual dwelling units in the building, minimum inspection requirements include inspecting five (5) individual dwelling units.~~

- Twenty-five (25) or more individual dwelling units in the building, minimum inspection requirements include inspecting twenty (25) percent of the individual dwelling units. ~~The specific individual dwelling units to be chosen for inspection shall be determined pursuant to inspection division policy.~~

### **Other Inspections**

The City could inspect any number of units including all units if the City deems it necessary to ensure compliance with the City's rental inspection program.

### **Frequency of Inspections**

Dwellings will be categorized into three groups A, B or C based on condition of the rental unit ~~the severity of the deficiency~~ as it relates to the Inspection Point System.

Category A - Properties with average of 4 or fewer points will be classified as Category A and inspected on approximately a ~~three~~five-year cycle,

Category B - Properties with an average of 5 to 10 points will be classified as Category B and inspected on approximately a ~~three~~wo-year cycle.

Category C - Properties with an average of 11 or more points will be classified as Category C and inspected on approximately a one-year cycle.

### **Substandard Dwellings**

Deficiency points will be also used in the determination of a substandard dwelling as defined in Section 20-246. If the rental dwelling structure is considered to be "substandard", the Building Official or authorized representative may inspect additional units, up to all of the units in the building.

### **Recommendations**

The City recommends all property owners/managers participate in Hopkins Area Manager Association (HAMA) meetings and participation in the Crime Free Housing program.

### **Inspection Fees**

Fees for inspection will be charged per the fee schedule established in Resolution NO: 2017-022.

## REVISED Rental Inspections Checklist

### Minimum Requirements:

- Units are kept in respectable, safe and sanitary condition.
- Proper application materials have been provided.
- Rental dwellings are up to date on property tax payments.
- Review of history related to license applications, public safety interactions, code violations.

Main items to consider (a full list of items required by the code and points associated are available online at [INSERT HYPERLINK TO FULL POINT SYSTEM](#)):

### Interior

1. All surfaces and areas of dwellings and structures shall be sanitary, structurally sound and in good repair (*10 pts*)
2. Tight, continuous graspable handrails and guardrails (*10 pts*)
3. Stairs and walking surfaces should be maintained in sound condition free from defects (*6 pts*)
4. Windows shall operate properly, be in good repair, weather tight and be free from broken or cracked glass or glazing (*4 pts*)
5. Window screens in place May 1- October 1 (*5 pts*)
6. Doors and locks working properly (*5 pts*)
7. All structures shall be kept free from water damage (*6 pts*)
8. Appliance shall not be powered by extension cords (*5 pts*)
9. All structures shall be kept free from pests rodents (*15 pts*)

### Exterior

10. Exterior of buildings shall be maintained in good repair, structurally sound and be in sanitary condition including siding, roof, soffit, fascia, sidewalks, steps, decks, driveway, decks, handrails, guardrails, lighting and chimney (*10 pts*)
11. Proper grade sloping away from building (*2 pts*)
12. 4 inch high address numbers required on house and alley side of garage (*6pts*)
13. Prohibited open storage (*3 pts*)
14. Accessible ADA spaces, free from debris, snow and ice (*10 pts*)

### Mechanical

15. All mechanical appliances shall be properly installed, maintained and be capable of performing the intended function (*6 pts*)
16. Heat facilities capable of maintaining dwelling at 68° F 3 feet above the floor (*15 pts*)
17. All gas lines labeled, secured properly and have proper shutoff valves at all gas appliances (*5 pts*)
18. Unused gas lines shall be properly capped (*10 pts*)
19. Dryer vents are properly installed with solid piping or approved UL listed flexible duct (*4 pts*)

20. Bathrooms have mechanical ventilation that is clean and working or operable window (3 pts)
21. Three foot clearance met around water heater and furnace (4 pts)
22. Clearance to combustibles is met on gas venting (6 pts)
23. All fuel-burning equipment shall be connected to an approved chimney or vent (10 pts)
24. Furnace filter shall be clean (3 pts)

### **Plumbing**

25. No leaking, defective, obstructed, or unsupported pipes or faucets (5 pts)
26. Plumbing and water system shall be free from hazards and contamination (15 pts)
27. Adequate water supply at all fixtures. Water heats to a minimum of 120° F (10 pts)
28. Water Heater is not leaking or dripping (5 pts)
29. All sinks have traps and are vented (5 pts)
30. No “S-Traps” or flexible style waste lines – waste lines properly installed and vented (5 pts)
31. Backflow devices installed on hand held shower heads and all exterior hose bibs (4 pts)
32. Toilets flush and refill properly (5 pts)

### **Electrical**

33. Electrical Hazards such as open electrical boxes or exposed wires (15 pts)
34. Missing or inoperable lights, receptacles or switches (4 pts)
35. Properly installed electrical service panel; all breakers properly labeled (4 pts)
36. Required 3 foot clearance is met around and in front of service panel (4 pts)
37. Lighting must be provided in every public hallway, interior and exterior stairway, toilet room, kitchen, laundry room and furnace room (4 pts)
38. Every bathroom and laundry room shall contain at least one receptacle (4 pts)

### **Fire**

39. Missing, inoperable or improperly located smoke alarms. Must be located within 10ft of sleeping rooms, installed per manufacturer’s guidelines, no closer than 4 inches to a corner if mounted on the ceiling. If mounted on a wall, no closer than 4 inches but no lower than 12 inches to ceiling. (10 pts)
40. Replace smoke alarms if older than 10 years (Old hardwired alarms must be replaced with the same – not battery operated). (6 pts)
41. Remove items from hallway so that there is a clear exit path (a minimum of 3 feet wide) to all doors and windows. (6 pts)
42. Repair door and/or lock to function properly. (This includes patio doors and screens). (3 pts)
43. Fire separation not maintained. **Using UL-1479, ASTM E-814 FIRE CAULK** – seal all penetrations in firewalls and ceilings. (In the condo’s this is needed under kitchen and bath sinks as they are fire separation walls) *If needed, use rated gypsum to fill larger holes then use the rated fire caulk.* (4 pts)
44. Fire rated doors shall self-close and latch from a fully open position. (This applies to condo unit entry doors). (3 pts)
45. Remove double cylinder (keyed) deadbolt locks. (4 pts)

- 46. Remove excessive combustible materials from unit and/or store or dispose of properly. (6 pts)
- 47. Emergency escape openings/windows; required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction. Minimum net clear opening size shall comply with the code that was in effect at the time of construction. (6 pts)

Notes:

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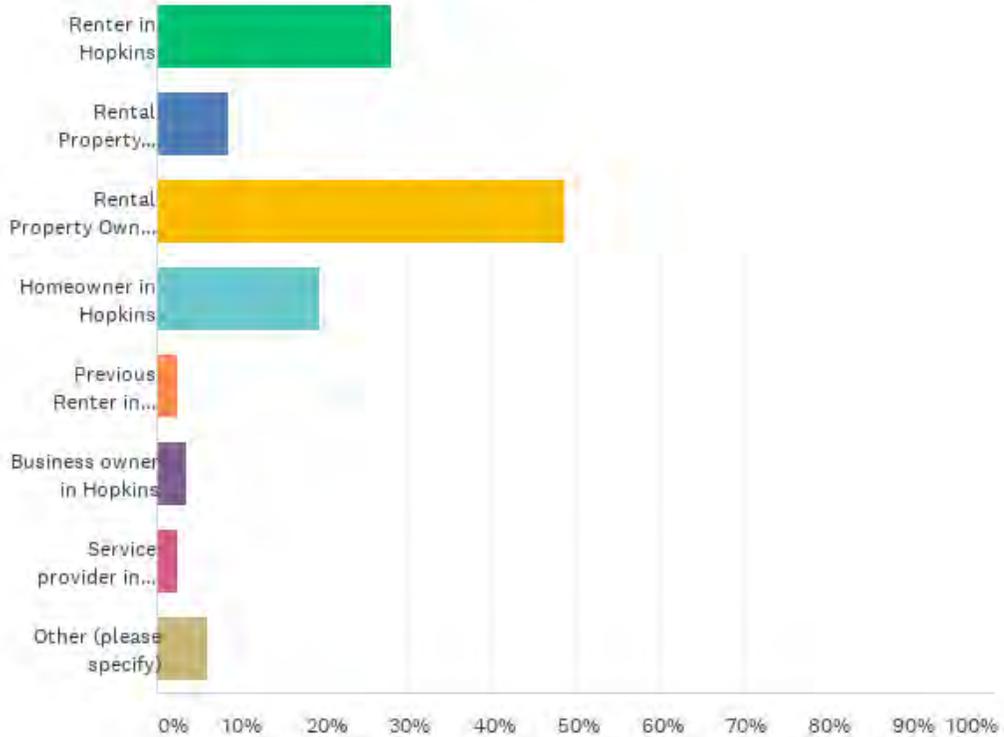
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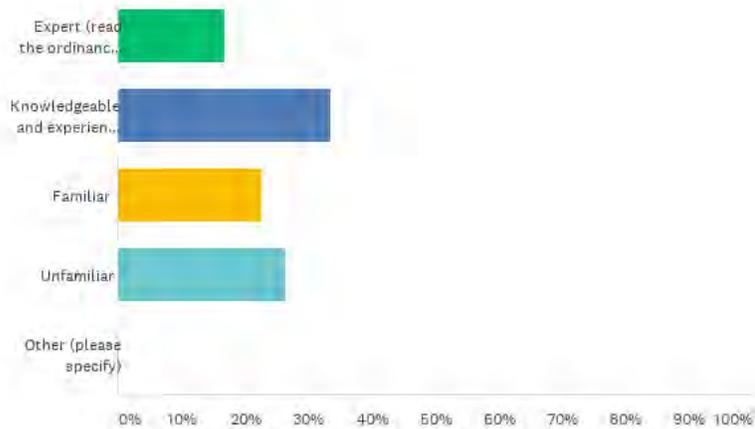
# Rental Program Feedback Community Survey

Q1 What best describes you (check all that apply)



ANSWER CHOICES	RESPONSES
▼ Renter in Hopkins	28.05% 23
▼ Rental Property Manager in Hopkins	8.54% 7
▼ Rental Property Owner in Hopkins	48.78% 40
▼ Homeowner in Hopkins	19.51% 16
▼ Previous Renter in Hopkins	2.44% 2
▼ Business owner in Hopkins	3.66% 3
▼ Service provider in Hopkins	2.44% 2
▼ Other (please specify)	<a href="#">Responses</a> 6.10% 5
<b>Total Respondents: 82</b>	

## Q2 What best describes your level of knowledge about the existing rental inspection program in Hopkins?



ANSWER CHOICES	RESPONSES
▼ Expert (read the ordinance and experienced inspections)	16.87% 14
▼ Knowledgeable and experienced with the process but have not specifically read the ordinance.	33.73% 28
▼ Familiar	22.89% 19
▼ Unfamiliar	26.51% 22
▼ Other (please specify)	Responses 0.00% 0
<b>TOTAL</b>	<b>83</b>

### Question 3: What works well about the City's inspections program? (53 comments, 30 skipped)

- Most respondents felt that the program was more effective at ensuring that rental properties were well maintained and kept safe for renters. Commenters also noted that they appreciated that it kept landlords held accountable for properties. (18 comments)
  - *"I appreciate the City's help in keeping my renters safe as well as helping me avoid and/or reduce liability as a Landlord."*
  - *"It guarantees potential renters a safe environment."*
- Many respondents (13 comments) felt that the City and its processes, such as communication, timing of inspections, and inspections themselves were thorough.
  - *"Ease of communication (love that)"*
  - *"Seems fairly transparent with the process"*
  - *"Information about inspection provided in advance. "*
- Other commenters noted that they appreciated the tier system (6 comments) and the professionalism and helpfulness of the inspectors (7 comments)
  - *"I really like the rating system where you reward good landlords"*
  - *"Inspectors are very professional and willing to assist with any questions."*

- *"I have had the same inspector come out both times which has helped out. The inspector was super professional and understands that landlord and inspector have the same goals."*

**Question 4: What opportunities are there for improvement of the City's rental inspections program?**

*(53 comments, 30 skipped)*

- Most respondents felt that frequency was the biggest area of opportunity, with many saying that inspections were "too frequent." (16 comments)
  - *"Does not need to be conducted every year. Should be done once every 3+ years or upon changes to inspection law or code."*
  - *"Maybe have them conducted less frequent."*
- Inspection items and the consistency of items (14 comments) were also noted as opportunities. Respondents noted that they felt like inspection results varied between inspectors. Several respondents felt they were being cited for issues that are not regulated by the code of ordinances. Several commenters felt that the requirement to repair or fix issues were too expensive and the City should be more aware of the expense to landlords.
  - *"The city inspector is too rigid and authoritative city needs to let the inspector know they should not focus on small, unnecessary stuff, they should also consider owner's expense"*
  - *"In my experience the program raises issues to rental owners that are more properly taken up with the tenant such as housekeeping of the internal areas of the home."*
  - *"Things should not go up and beyond code. Way too much time wasted on nit picking."*
- Other responses were focused on communication from the City as well as communication between the landlord and renter. Commenters were concerned that renters did not have access to all the information relating to the program, or that they would not feel safe enough to lodge a complaint against a landlord. Others felt that increasing landlord participation would improve the program.
  - *"Is the rental inspections program publicly available and where is it? Do all renters know where to access the program details?"*
  - *"Getting landlords to participate."*

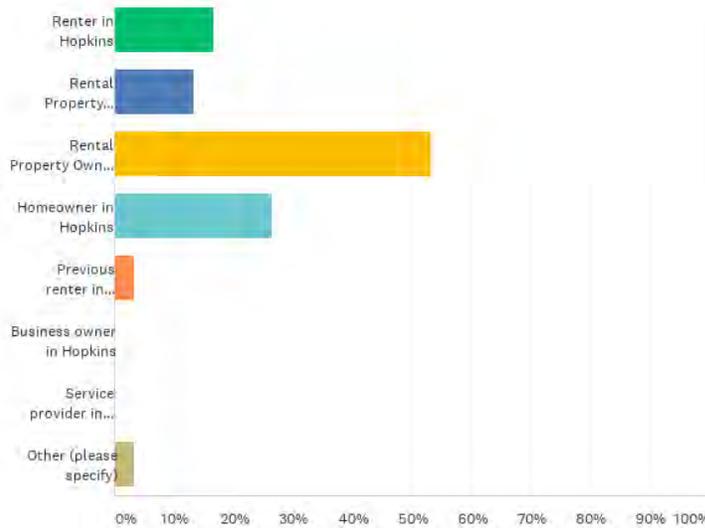
**Question 5: The City has established increasing renter engagement as a goal for the program. What advice, tips or feedback would you offer the city to assist with this goal? (52 comments, 31 skipped)**

- Many commenters felt that City communications could be improved with more direct to residents who rent communication. Several commenters noted that communication which came from the City rather than the landlord would be most helpful. (11 comments)
  - *"My landlord doesn't share who's coming in or the purpose of it. If you want engagement from the actual renters than you need to mail info directly to us."*
  - *"Continue to reach out. this program is good for renters, but some think it's the city trying to watch the renter.... not the property owner"*
- Resident education, specifically around how they can be best prepared for inspections, was also frequently recommended. (9 comments)
  - *"Recorded webinar or YouTube videos with tips/advice. It's hard to make it to meetings. As a landlord, I honestly want to keep the city, renters, and myself happy :)"*

- *“Maybe a helpful explanation of why this inspection is being done while in progress. Suggestions and hints to help renters prepare for the next inspection.”*
- *“Rental inspections can be a burden on tenants, although they are beneficial in maintaining adequate living conditions. I think being sure tenants are very aware of what is going on and they are not being judged is important.”*
- Several responses focused on renter empowerment, noting that renters need to be more engaged in the city processes broadly. (7 comments)
  - *“Have more communication with the rentals, have someone who actually rents on the council and have more open conversations with the 50% of residents of Hopkins who rent.”*
  - *“Reach out to renters to join in community wide conversations, focus groups, and city boards”*
  - *“Collaborate with renters to identify and address concerns and demonstrate that if they take the time to be involved, it will be meaningful and impactful.”*
- Finally, there seems to be a perception that renters do not have interest in being more involved. Respondents who indicated this seemed to be landlords and felt that generally their tenants did not want to be engaged. (8 comments)
  - *“My renters are happiest when they are left alone.”*
  - *“Renters did not want tip engage with city officials unless there are unresolved maintenance issues with the owner.”*
  - *“I don’t think that this is a good idea unless I am a part of the communication. As a property manager I’d like everything to be communicated to me so that I’d know what’s going on.”*

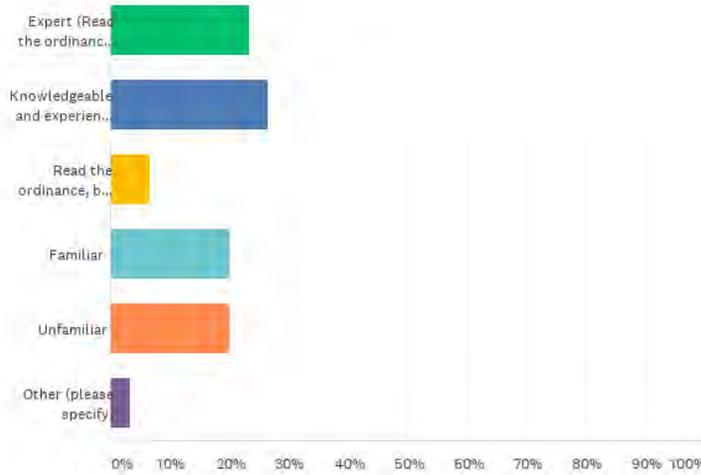
# Rental Program Feedback Community Survey – June 2021

Q1 What best describes you (check all that apply)



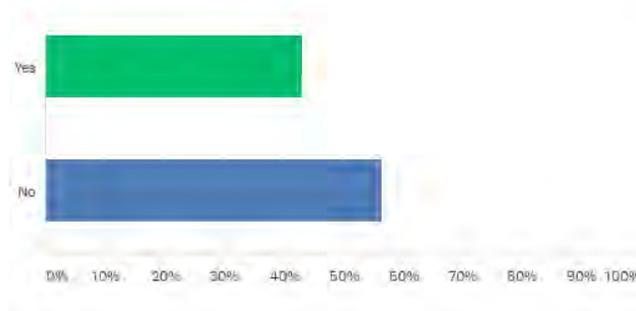
ANSWER CHOICES	RESPONSES
▼ Renter in Hopkins	16.67% 5
▼ Rental Property Manager in Hopkins	13.33% 4
▼ Rental Property Owner in Hopkins	53.33% 16
▼ Homeowner in Hopkins	26.67% 8
▼ Previous renter in Hopkins	3.33% 1
▼ Business owner in Hopkins	0.00% 0
▼ Service provider in Hopkins	0.00% 0
▼ Other (please specify) <a href="#">Responses</a>	3.33% 1
<b>Total Respondents: 30</b>	

Q2 What best describes your level of knowledge about the existing rental inspection program in Hopkins?



ANSWER CHOICES	RESPONSES
▼ Expert (Read the ordinance and experienced inspections)	23.33% 7
▼ Knowledgeable and experienced with the process but have not specifically read the ordinance.	26.67% 8
▼ Read the ordinance, but have not experienced the program.	6.67% 2
▼ Familiar	20.00% 6
▼ Unfamiliar	20.00% 6
▼ Other (please specify)	<a href="#">Responses</a> 3.33% 1
<b>TOTAL</b>	<b>30</b>

Q3 Have you read the proposed City's rental ordinance and guidelines  
 (<https://www.hopkinsmn.com/1083/Proposed-Rental-Inspections-Program-Rev1>)?



ANSWER CHOICES	RESPONSES
Yes	43.33% 13
No	56.67% 17
<b>TOTAL</b>	<b>30</b>

**Question 4: Please provide your comments/feedback on the draft ordinance, guidelines, or program?**  
 (14 comments, 16 skipped)

- Most comments felt that the draft language looked good and appreciate the updated terminology related to gender (5 Comments)
  - *"I have been in the property management business for over 20 years and I believe in cities requiring rental license as it helps us in property management to get owners to keep their properties in good condition."*
  - *"I feel that the process is pretty easy to go through as a landlord."*
- Two commenters noted that the shift in inspection cycles was good and agreed with the change
  - *"I am happy that you would be going to a 5 year inspection cycle for townhomes like mine that are in good condition and have recently had to go through the time of sale inspection."*
- Two commenters mentioned concerns about rising rental rates.
  - *"I am hoping to stay in Hopkins but over the last 6 years my rent has gone up \$400/a month. I am on a fixed income. There seems to be no limit as to how much management companies can raise rent. I am retired & the wages for the technology field employees are very different than what we earned while working. SS has not kept up."*
- One commenter felt that rental licenses should not exist.
  - *"I have rented from both a landlord (in Hopkins) and now my parents and agree that as immediate family members we should not have to do a license or have inspections."*
- There was a handful of comments related to the length or complexity of the program:
  - Two commenters stated that Hopkins was seemingly more complicated and longer than other cities programs.
  - Another commenter also felt that the form was *"way overboard"* and that as an owner-occupied landlord they should be exempt from the policy.

- The following were specific comments related to the ordinance language proposed:
  - One commenter felt the number of units to be inspected was more than other communities, *“You list 25% of units are to be inspected for communities with more than 25 units. This number is excessive and burdensome for site teams to deal with. Other cities are usually in the 10% range, and even then, often reduce to just 5 or 10 units for communities with a good history of performance.”*
  - The same commenter felt that higher scoring criteria for having window screens was an unjust burden on landlords as they felt that tenants most frequently damaged screens.
  - Another noted issue was the change in ordinance language from “decent” to “secure” *“Our leases in the State of MN do not guarantee security, so seeing language suggesting this is to be provided as an expectation does not align with our assurances within the lease.”*
  - Two commenters noted that the language about “delinquent utility bills” was vague and felt that while water bills made sense, gas and electric did not.
  - Another commenter noted that sidewalk conditions and repairs may lead to landlords being penalized in situations where they do not maintain shared spaces such as townhouses or condos.
  - One commenter noted that there needed to be language about market rate cooperatives: *“Add market-rate to cooperative language. There are multiple types of cooperatives, and some are very similar to just rentals. This could be like owning a share of 3M and calling yourself an owner. You might be an owner but have little say. There are zero equity cooperatives, group cooperatives, limited equity cooperatives and market-rate cooperatives. I could see an owner that is failing to meet the rental requirements change it to a zero-equity cooperative to avoid the requirements.”*



July 20, 2021

Council Report 2021-065

**ORDINANCE AMENDING CHAPTER 2, ARTICLE II OF THE HOPKINS CITY CODE REGARDING CITY COUNCIL**

**Proposed Action**

Staff recommends adoption of the following motion: Move to adopt for first reading Ordinance 2021-1171 An Ordinance Amending Chapter 2, Article II of the Hopkins City Code Regarding City Council.

Adoption of the proposed ordinance will remove park board term limits from Article II that are already included in Article IV.

**Overview**

Staff is requesting the modification to the City Code that removes park board terms from Article II. Article IV of the City Code already includes park board terms. This change will reduce any conflicts and redundancy within the City Code.

**Primary Issues to Consider**

- Park Board terms are already included in Article IV of the City Code.

**Supporting Documents**

- Proposed Ordinance 2021-1171

*Amy Domeier*

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Amy Domeier, City Clerk

Financial Impact: \$\_\_\_\_\_ Budgeted: Y/N \_\_\_\_ Source: \_\_\_\_\_

Related Documents (CIP, ERP, etc.): \_\_\_\_\_

CITY OF HOPKINS  
COUNTY OF HENNEPIN

ORDINANCE 2021-1171

ORDINANCE AMENDING CHAPTER 2, ARTICLE II OF THE HOPKINS CITY CODE  
REGARDING CITY COUNCIL

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

**SECTION 1.** Section 2-20 of the Hopkins City Code is hereby amended to add the double underlined language and delete the ~~stricken~~ language as follows:

**Sec. 2-20. – Boards and commission.**

Pursuant to the authority granted the city council in [section 2.02](#) of the Charter, the council has heretofore created certain boards and commissions specifically a planning and zoning commission in [section 2-68](#), and a park board in [section 2-69](#). The term of office shall be as defined in the respective ordinances. ~~Members appointed to the park board shall serve no more than three consecutive terms of office. 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.~~

**SECTION 3.** The effective date of this ordinance shall be the date of publication.

First Reading:	July 20, 2021
Second Reading:	August 2, 2021
Date of Publication:	August 12, 2021
Date Ordinance Takes Effect:	August 12, 2021

By:

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Jason Gadd, Mayor

ATTEST:

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Amy Domeier, City Clerk