

**HOPKINS CITY COUNCIL
AGENDA
Tuesday, October 19, 2021
7:00 pm**

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

I. CALL TO ORDER

II. ADOPT AGENDA

III. PRESENTATIONS

1. Recognition of Public Works Director Steve Stadler; Mornson

IV. CONSENT AGENDA

1. Minutes of the October 5, 2021 City Council Regular Meeting Proceedings
2. Minutes of the October 12, 2021 City Council Work Session Proceedings
3. Order Improvement – 2022 Trunk Watermain Rehabilitation, City Project 2021-05; Klingbeil
4. Resolution Approving an Off-Sale Liquor License for Nina Corporation DBA Mac's Liquor; Domeier
5. Approval of City of Hopkins Emergency Operations Plan (EOP); Specken

V. PUBLIC HEARING

1. Public Improvement Hearing – 2022 Street and Utility Improvements, City Project 2021-10; Klingbeil
2. Public Hearing – Adopt Assessment Roll, 2021 Miscellaneous Special Assessments; Bishop

VI. OLD BUSINESS

VII. NEW BUSINESS

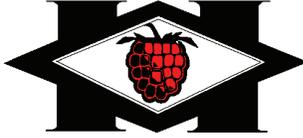
1. First Reading: Ordinance 2021-1173 Amending the Hopkins City Code Related to Reasonable Accommodations; Riggs
2. Preliminary Development Agreement – 325 Blake Road; Elverum

VIII. PUBLIC COMMENT

IX. ANNOUNCEMENTS

- Next Regular City Council Meeting: Wednesday, November 3 at 7:00 p.m.
- City Council Special Meeting: Tuesday, November 9 at 6:15 p.m.
- Next City Council Work Session: Tuesday, November 9 at 6:30 p.m.

X. ADJOURN



CITY OF HOPKINS

City Manager

Memorandum

To: Honorable Mayor and Council Members
From: Mike Mornson, City Manager
Date: October 19, 2021
Subject: Recognition of Public Works Director Steve Stadler

It is my honor to recognize our Public Works Director, Steve Stadler, for his 26 years of loyal and dedicated service to the City of Hopkins. Together we will thank Mr. Stadler for the part he played in maintaining our commitment to excellence to Inspire, Educate, Involve and Communicate.

**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
OCTOBER 5, 2021**

CALL TO ORDER

Pursuant to due call and notice thereof a regular meeting of the Hopkins City Council was held on Tuesday, October 5, 2021 at 7:15 p.m. in the Council Chambers at City Hall, 1010 1st Street South.

Mayor Gadd called the meeting to order with Council Members Beck, Brausen, Halverson and Hunke attending. Others attending included City Manager Mornson, City Clerk Domeier, Director of Planning and Development Elverum, Management Analyst Imihy Bean, Finance Director Bishop, Solid Waste Coordinator Hove and Director of Public Works Stadler.

ADOPT AGENDA

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

Motion to Adopt the Agenda.

Ayes: All.

Nays: None. Motion carried.

CONSENT AGENDA

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

Motion to Approve the Consent Agenda.

1. Minutes of the September 21, 2021 City Council Regular Meeting Proceedings
2. Approval of the 2022 City Council Meeting Schedule; Domeier
3. Extension of On-Sale Liquor License for Pizza Luce VI, Inc. DBA Pizza Luce VI; Domeier
4. Resolution Amending Fees in Appendix A of the Hopkins City Code; Domeier
5. Resolution Appointing Election Judges for the November 2, 2021 General Election; Domeier
6. Resolution Approving LG230 Application to Conduct Off-Site Lawful Gambling by Hopkins Youth Hockey Association at the Hopkins Pavilion; Domeier
7. Ratify Checks Issued in September 2021; Bishop
8. Approval of Contract for Audit Services; Bishop

Ayes: All.

Nays: None. Motion carried.

NEW BUSINESS

VII.1. Resolution Approving an Exclusive Liquor Store On-Sale Liquor License for Mess Hall LLC DBA Mess Hall; Domeier

City Clerk Domeier provided a summary of Council Report 2021-097. Alexandra Starr, owner of Mess Hall, has applied for an exclusive liquor store on-sale liquor license at 906 Mainstreet. The licensed premise includes the leased interior space at 906 Mainstreet.

**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
OCTOBER 5, 2021**

Alexandra Starr provided the City Council with more information about the Mess Hall business plan. It was anticipated that the Mess Hall will open on November 6. The City Council welcomed Ms. Starr to the Hopkins business community.

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

Motion to grant an Exclusive Liquor Store On-Sale Liquor License to Mess Hall LLC DBA Mess Hall by adopting Resolution 2021-061.

Ayes: All.

Nays: None. Motion carried.

VII.2. Approval of Amendment to Residential Recycling Service Contract to Include the Provision of Residential Curbside Organics Recycling Service; Hove

Solid Waste Coordinator Hove provided a summary of Council Report 2021-098. Staff recommended Council approve an amendment to the current recycling contract with Republic Services to provide for residential curbside organics recycling service.

Brief discussion was held about resident outreach, rental property options, and implementation of the program.

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

Motion to Approve Amendment to Residential Recycling Service Contract to Include the Provision of Residential Curbside Organics Recycling Service.

Ayes: All.

Nays: None. Motion carried.

VII.3. Sustainability Update; Imihy Bean

Management Analyst Imihy Bean provided a summary of the staff memo. The update included: Introduction of the City's GreenCorps Member, Pazey Yang; an update regarding existing initiatives such as B3 Benchmarking, GreenSteps Cities; and potential new initiatives such as Xcel Energy's Partners in Energy Program. The City Council appreciated the update and looked forward to more updates on this work.

ANNOUNCEMENTS

Mayor Gadd provided the upcoming meeting schedule. .

**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
OCTOBER 5, 2021**

ADJOURNMENT

There being no further business to come before the City Council and upon a motion by Beck, second by Brausen, the meeting was unanimously adjourned at 7:51 p.m.

Respectfully Submitted,
Amy Domeier, City Clerk

ATTEST:

Jason Gadd, Mayor

Amy Domeier, City Clerk

**HOPKINS CITY COUNCIL
WORK SESSION PROCEEDINGS
OCTOBER 12, 2021**

CALL TO ORDER

Pursuant to due call and notice thereof a work session of the Hopkins City Council was held on Tuesday, October 12, 2021 at 6:30 p.m. in the Council Chambers at City Hall, 1010 1st Street South.

Mayor Gadd called the meeting to order with Council Members Beck, Brausen, Halverson and Hunke attending. Others attending included City Manager Mornson, Assistant City Manager Lenz, City Clerk Domeier, Director of Planning and Development Elverum, Management Analyst Imihy Bean, Finance Director Bishop, Community Development Coordinator Youngquist, City Planner Lindahl and Fire Chief Specken.

UPDATE ON DESIGN FOR 325 BLAKE ROAD – MCWD PROPERTY; ELVERUM

James Wiskar and Mike Hayman provided a design work update for the property at 325 Blake Road that the Minnehaha Creek Watershed District intends to retain, after the sale of the majority of the site to a private developer.

Discussion ensued about the education of the project, community requests, nature based play, the land near Cottageville Park and MCWD's risk management. The City Council looked forward to continuing the relationship and working with MCWD.

EMERGENCY OPERATIONS PLAN (EOP) REVIEW; SPECKEN

Fire Chief Specken provided the updated changes to the Hopkins Emergency Operations Plan (EOP). He further explained the annexes and different portions of the EOP including the City Council's role. The EOP changes will be brought to the City Council for consideration on October 19, 2021.

Brief discussion was held about the public and not public portions of the EOP, amendments, planning with the school district, the relationship between the Police and Fire Departments and the use of the EOP during pandemic. The City Council thanked Fire Chief Specken for his work on the EOP.

ENTERPRISE FUND BUDGETS AND UTILITY RATES; BISHOP

Finance Director Bishop provided the proposed budgets for enterprise funds and utility rates. All proposed budgets and the utility rate changes were provided in the staff memo.

Council Member Hunke questioned the increase in utility fund expenditures and if it included the water main project funds. Mr. Bishop explained that the water main project funds are not included in the 2022 funds. He also talked about the fees to the Met Council for storm sewer fees. Mr. Bishop will provide an update on the storm sewer fund at an upcoming meeting.

OTHER

City Manager Mornson talked about the Fire Department open house and the National Night Out Event where all departments come together and support each other. Mayor Gadd reviewed the calendar of events.

**HOPKINS CITY COUNCIL
WORK SESSION PROCEEDINGS
OCTOBER 12, 2021**

ADJOURNMENT

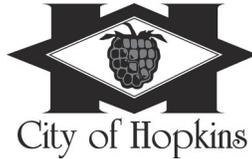
There being no further business to come before the City Council and upon a motion by Brausen, second by Hunke, the meeting was unanimously adjourned at 8:00 p.m.

Respectfully Submitted,
Amy Domeier, City Clerk

ATTEST:

Jason Gadd, Mayor

Amy Domeier, City Clerk



October 19, 2021

Council Report 2021-100

**ORDER IMPROVEMENT
2022 TRUNK WATERMAIN REHABILITATION
CITY PROJECT 2021-05**

Proposed Action

Staff recommends the following motion: following Public Hearing adopt Resolution 2021-064, Resolution Ordering Improvement, 2022 Trunk Watermain Rehabilitation.

Overview

At its September 14, 2021 work session, council was presented the preliminary engineering report undertaken to investigate rehabilitation of the City's trunk watermain system in the area of the Water Treatment Plant; Council directed staff at that time to proceed with final design of the project. Bolton and Menk has submitted a proposal for Professional Engineering and Surveying Services for final design and construction services for the project.

Primary Issues to Consider

- Scope of Improvements
- Project Budget and Costs
- Project Schedule
- Staff Recommendation

Supporting Information

- Resolution 2021-064
- Proposal for Design and Construction Services
- Engineering Report (available upon request)

Eric Klingbeil, P.E., City Engineer

Financial Impact: \$348,804 Budgeted: Y/N Y Source: PIR, SA, Water, Sanitary, Storm
Related Documents (CIP, ERP, etc.): CIP Notes: _____

ANALYSIS OF ISSUES

Scope of Improvements

This project includes rehabilitation of the trunk watermain system in the area of our Water Treatment Plant and several watermain crossings under TH 7.

These sections of the water distribution system have exceeded their useful life and are in need of rehabilitation and/or replacement.

The preliminary engineering report indicates that a mix of CIPP rehabilitation and HDD replacement are the most cost effective and least disruptive methods to rehabilitate these sections of the water distribution system.

Project Budget and Costs

The estimate for this project, which includes contingency, and costs for legal, administrative, and engineering costs for all the work, totals to \$4,046,000. This is a base project cost of \$3,895,000 and an add alternate of \$151,000.

The CIP amount for this project is \$3,955,000.

Preliminary cost estimates show the project tracking slightly higher than the CIP budget, this is due to additional work outside the original scope included with the project, and conservative estimates for contingencies and soft costs. It is anticipated that costs will come down as design progresses due to reduced contingency and efficiencies in design.

One portion of the project is updating the watermain crossing at 12th Avenue N, this will be bid as an “Add Alternate”. We will have the option of moving forward with this item or to remove it from the project once bids are received, based on budget constraints.

Project Schedule

Order final design	October 19, 2021
Public Informational Meeting	November, 2021
Approve final plans/order bids	January 18, 2022
Open Bids	February 18, 2022
Accept Bids/Award Contract	March 1, 2022
Begin Construction	Spring 2022
Complete Construction	Fall 2022

Staff Recommendation

Staff recommends ordering the above detailed improvement with adoption of resolution 2021-064.

CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA

RESOLUTION NO. 2021-064

**RESOLUTION ORDERING PUBLIC IMPROVEMENT
2022 TRUNK WATERMAIN REHABILITATION, PROJECT NO. 2021-05**

WHEREAS, a preliminary engineering report was prepared at the direction of the City Council to investigate the feasibility of rehabilitating the City's trunk water main in the area of the City's Water Treatment Plant, and

WHEREAS, the preliminary engineering report was presented to the City Council at the September 14, 2021 work session where the results recommended a combination of improvement strategies to rehabilitate the trunk water main, and

WHEREAS, the City Council deems it appropriate and expedient to make such improvements, and

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

1. Such improvement is necessary, cost-effective, and feasible as detailed in the preliminary engineering report and the recommendations are hereby accepted.
2. Such improvement is hereby ordered as proposed in the Council Resolution adopted the 19th day of October, 2021. The total estimated project cost is \$4,046,000.
3. Bolton & Menk, Inc. is hereby designated as the engineer for this improvement and shall prepare plans and specifications for the making of such improvement. The Mayor and City Manager are hereby authorized to enter into a contract for engineering design and construction services for this improvement.
4. The City Attorney and City Engineer are hereby authorized to acquire necessary easements by negotiation or condemnation.

Adopted by the City Council of the City of Hopkins this 19th day of October, 2021.

Jason Gadd, Mayor

ATTEST:

Amy Domeier, City Clerk



**BOLTON
& MENK**

Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

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

September 24, 2021

Mr. Nate Stanley, P.E.
Public Works Director
City of Hopkins
1010 1st St S
Hopkins, MN 55343

Re: Proposal for Professional Engineering and Surveying Services
2022 Trunk Watermain Improvements – Topographic Survey, Final Design, and Construction Admin.
City of Hopkins, Minnesota

Mr. Stanley:

We are pleased to offer you our proposal for professional engineering and surveying services for the final design and construction phases of the City of Hopkins' 2022 Trunk Watermain Improvements. This proposal is based on the preliminary engineering report and in the form of our standard agreement consistent with past projects. Our proposed efforts include all remaining engineering efforts on the project, totaling \$348,804 for 2,278 proposed labor hours. The enclosed Detailed Work Plan and Estimate of Project Fees further detail our proposed level of effort.

In addition to the enclosed standard agreement, Exhibit I details our proposed process and scope of work to be performed. The schedule presented in Exhibit I illustrates a streamlined schedule, for council meetings, consistent with the approach followed in years past for assessment projects. Upon authorization, we will proceed with survey and subsequent final design of the improvements immediately to meet the schedule listed in the preliminary engineering report.

As always, thank you for allowing Bolton & Menk, Inc. to submit this proposal for your consideration. Upon your review and approval of this agreement, please sign each copy of the agreement, and return them both to our office. I will return a fully executed copy to you. If you have any questions regarding this proposal or would like to discuss any of its details, please do not hesitate to call me. We truly appreciate and value our continued working relationship with the City of Hopkins.

Sincerely,

Bolton & Menk, Inc.

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

EXHIBIT I

SCOPE OF WORK: FINAL DESIGN & CONSTRUCTION PHASE ENGINEERING SERVICES FOR CITY OF HOPKINS, MINNESOTA 2022 TRUNK WATERMAIN IMPROVEMENTS

A. BASIC SERVICES

In accordance with the Preliminary Engineering Report for the 2022 Trunk Watermain Improvements, the City of Hopkins has designated the following watermains for construction in 2022:

- North Service Drive/TH 7, Hopkins Crossroad to Oak Ridge Rd
- Robinwood Lane, North Service Drive to the Water Treatment Plant
- Crossings of Trunk Highway 7:
 - i. 17th Ave N/Hopkins Crossroad
 - ii. 15th Ave N
 - iii. 12th Ave N (add alternative)
 - iv. 5th Ave N/Oak Ridge Rd

Building from tasks 1 through 5 of our preliminary design scope of services, detailed tasks associated with the work are itemized in the attached Detailed Work Plan and are described below.

Task 6: Topographic Survey and Mapping

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

Existing condition base mapping will be developed based on a composite of the survey information (collected in areas of planned surface disruption) coupled with available LIDAR based ground data (over areas not planned for surface disruption). Aerial photography will be used as background information for areas where survey data is not collected to illustrate the planned/existing watermain alignments in unexcavated areas.

Task 7: Geotechnical Evaluation

Braun Intertec will complete the project geotechnical as per the attached proposal and the following scope of work:

- Staking, obtain utility clearance through the Gopher State One Call process, and securing permitting approval from MnDOT for the soil investigation work by Braun Intertec
- Drilling 10 borings to 15 feet (14 1/2 nominal depth to avoid MDH requirements) at the trenchless pit locations (within green space) indicated in the preliminary engineering, with a float-tire drill rig.
- Braun assumes temporary traffic control is not required, including assumptions that the underground utilities located through the Gopher State One Call process do not require the borings to deviate from the proposed locations and located within active roadways requiring traffic control.
- Laboratory testing of soil samples collected through boring, including moisture content and percent passing the #200 sieve
- Producing an engineering analysis and report with a summary of work performed, sketch of locations, boring logs, recommendations for HDD, grading, materials

Bolton & Menk will use this information as the basis for the project design. The geotechnical information will also be included in the project bidding documents.

Task 8: Final Design & Bidding Services

Final Design

Final design for the Trunk Watermain Improvements will be completed with the Preliminary Engineering Report submitted by Bolton & Menk, Inc. in September, 2021 used as the initial basis for design. Final plans and specifications will be completed in compliance with the City of Hopkins' Engineering Guidelines and consistent with plan content of past Street & Utility Improvement projects, with some differences due to the unique nature of a completely trenchless utility project. Detailed construction plans will be prepared in Civil3D design software at 25 scale. The plans and specifications will include:

- Plan and profile views of the utility improvements at 25 scale.
- Required construction details and restoration plans.
- Special provisions for elements of work not addressed in the MnDOT 2020 Standard Construction Specifications.
- Construction phasing/staging plans to coordinate construction of the trunk watermain with plans for temporary water.
- Temporary traffic control plans for necessary detours or temporary access routes to residences and businesses in the project area.

Final plans will be submitted for review and comment by private utility owners. Permit applications as noted in the Preliminary Engineering Report will be completed and submitted to the permitting agency. Coordination with other agencies will occur as necessary including MnDOT, Met Transit, the Minnehaha Creek Watershed District, and the Hopkins School District.

Upon completion of construction plans and specifications, a final estimate of construction cost will be prepared and submitted to the City of Hopkins. The project will be advertised, bids will be taken, and recommendation will be made to accept or reject bids. Meetings included during final design include two (2) City Staff meetings for design review and two (1) City Council meetings for final plan presentation.

Task 9: Public Engagement & Meetings

As with all public improvement projects, public engagement is a valuable method for gathering information and opinions. A project website will be created that will be updated throughout the design process and construction, with an option for the public to sign up for email and text updates. Bolton & Menk will also distribute invitations to and facilitate one neighborhood meetings for discussion about the project during this project phase:

- The public meeting will be held in-person if allowed with COVID-19 policies. We anticipate that social distancing guidelines can be met with the anticipated participant levels, and a virtual presentation of the public meeting could be posted to the project website for those that do not want to attend an in-person meeting.
- The neighborhood meeting is planned to be held during the final design process. the intended focus of discussion will be:
 - Communicating the proposed improvements to residents
 - Communicating the impacts to residents such as temporary surface impacts, temporary traffic control changes, and water service interruptions
 - Collecting input from residents and business owners on the proposed improvements
 - Communicating the proposed construction schedule and what to expect during the construction process
 - Providing resources and contact information for residents during construction
 - Fielding resident questions and concerns about the construction process

Tasks 10: Construction Services

Construction Staking

Construction staking indicating cuts to the line and grade of the proposed utilities will typically be performed at intervals of 50 feet. These utilities include watermain pipe, hydrants, and bends; storm sewer pipe, manholes, and catch basins. Curb stakes will be provided where segments of curb to be replaced are greater than 50 lineal feet.

Construction Observation and Administration

This project is proposed to be constructed during the 2022 construction season and is anticipated to occur over multiple phases of construction starting as early as late April finishing by early November. The total duration of the project is estimated to last 18 weeks. The projected fee estimate is therefore based upon a 18-week construction season. Estimated average billing rates have been used in this proposal to estimate the fees during

the 2021 design season as well as the 2022 construction season. Part time construction observation is proposed for this project with the understanding that experienced inspection staff will also be serving the City of Hopkins part time on the 2022 Street & Utility Improvements Project.

Duties of the Construction Observer will include attendance at the pre-construction meeting and all construction-related meetings, service as a liaison between the City and the contractor, review of the completed work to determine if the project is in general conformance with the plans and specifications, review and scheduling of all materials testing, maintenance of construction documentation, tracking quantities, project closeout including checking in on punch list items, and communication with affected property owners, as necessary, to address their construction-related concerns and issues. Communication will include door-to-door notices as often as daily, phone calls, text messages, emails, and in-person meetings.

Administration duties include a pre-construction meeting, weekly project meetings including minutes, review of shop drawings, preparing and mailing out monthly newsletters to residents, and preparation of pay estimates. Observation and administration services will be completed on an hourly basis.

Record Drawings & GIS Integration

Record drawings detailing the completed improvements as recorded by the construction observer will be completed and furnished to the City in hard copy and electronic format. These record drawings will also be integrated with the City's GIS web application in PDF. Utilities, curb stops, and structures will be located (horizontally) after construction using a handheld GPS unit and will also be incorporated in the GIS schematic layout as GIS entities.

The following is a preliminary schedule for the 2022 Trunk Watermain Improvements:

Topographic Survey, Collect Existing Condition Data	October, 2021
Geotechnical Evaluation	October - November 20, 2021
Preparation of Final Plans & Specifications	October, 2021 - January, 2022
Public Informational Meeting	November 2021
Approve Final Plans & Specifications / Authorize Advertisement for Bids	January 18, 2022
Bid Opening	February 18, 2022
Council Awards Contract	March 1, 2022
Construction	May - October 2022

B. ADDITIONAL SERVICES

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

2022 TRUNK WATERMAIN IMPROVEMENTS
TOPOGRAPHIC SURVEY, FINAL DESIGN, & CONSTRUCTION PHASE ENGINEERING
SERVICES

CITY OF HOPKINS, MINNESOTA

This Agreement, made this 24th day of September 2021, by and between CITY OF HOPKINS, 1010 1st St S, Hopkins, MN 55343, hereinafter referred to as CLIENT, and BOLTON & MENK, INC., 12224 Nicollet Avenue, Burnsville, MN 55337, hereinafter referred to as CONSULTANT.

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

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

SECTION I - CONSULTANT'S SERVICES

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

SECTION II - THE CLIENT'S RESPONSIBILITIES

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

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

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

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

Schedule of Fees

<u>Classification</u>	<u>Hourly Rates</u>
Sr. Project Manager – Sr. Principal Engineer/Surveyor	\$150-280/Hour
Sr. Project Manager – Principal Engineer/Surveyor	\$145-225/Hour
Project Manager	\$130-195/Hour
Project/Design Engineer/Planner	\$115-190/Hour
Licensed Surveyor	\$145-185/Hour
Project Surveyor	\$125-175/Hour
Specialist (Nat. Resources; GIS; Traffic; Other)	\$85-175/Hour
Senior Technician (Inc. Survey ¹)	\$105-180/Hour
Technician (Inc. Survey ¹)	\$95-150/Hour
Administrative Support & Clerical	\$85-98/Hour
GPS/Robotic Survey Equipment	No Charge
CAD/Computer Usage	No Charge
Routine Photo Copying/Reproduction	No Charge
Routine Office Supplies	No Charge
Field Supplies/Survey Stakes & Equipment	No Charge
Mileage	No Charge

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

2. Total cost for the services itemized under Exhibit I, Section A (Basic Services) is estimated to be \$348,804. Itemization of this cost is as shown in the attached DETAILED WORK PLAN and PROJECT FEES tables, attached hereto as Exhibit II.
3. In addition to the foregoing, CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for the following Direct Expenses when incurred in the performance of the work.
 - a. CLIENT approved outside (facilities not owned by CONSULTANT) computer services.
 - b. CLIENT approved outside professional and technical services.
 - c. Outside reproduction and reprographic charges.
 - d. Expendable field supplies and special field equipment rental.
 - e. Other costs for such additional items and services that the CLIENT may require the CONSULTANT to provide to fulfill the terms of this Agreement.
4. Additional services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.
5. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates. Itemized invoices identifying all work completed shall be submitted to the CLIENT by CONSULTANT and paid in the same manner as other claims made to the CLIENT.

SECTION IV - GENERAL

A. STANDARD OF CARE

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

B. CHANGE IN PROJECT SCOPE

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

C. INDEPENDENT CONTRACTOR

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

D. LIMITATION OF LIABILITY

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

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

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

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

E. INSURANCE

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

F. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

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

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

G. CONSTRUCTION SERVICES

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

H. USE OF ELECTRONIC/DIGITAL DATA

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

I. DATA PRACTICES

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

J. PERIOD OF AGREEMENT

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

K. PAYMENTS

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

L. TERMINATION

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

M. CONTINGENT FEE

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

N. NON-DISCRIMINATION

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

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

O. CONTROLLING LAW

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

P. DISPUTE RESOLUTION

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

Q. SURVIVAL

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

R. SEVERABILITY

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

S. AUDIT DISCLOSURE

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

[remainder of the page intentionally blank]

SECTION V - SIGNATURES

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

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

CLIENT: City of Hopkins, Minnesota

CONSULTANT: Bolton & Menk, Inc.



Mike Waltman, P.E., BMI Office Manager

9/24/2021

Date

Date

DETAILED WORK PLAN
ESTIMATED PERSON-HOURS
2022 TRUNK WATERMAIN IMPROVEMENTS: SURVEY, GEOTECH, FINAL DESIGN, & CONSTRUCTION
CITY OF HOPKINS, MINNESOTA

9/24/2021

Task No.	Task Description	ESTIMATED PERSON-HOURS											Totals		
		Principal in Charge	Principal Engineer	Project Manager	Construction Observer	Design Engineer	Survey Manager	Survey Technician	Survey Crew	Communications Specialist	Clerical	Totals			
CITY OF HOPKINS, MINNESOTA CLIENT: CONSULTANT: BOLLTON & MENK, INC. Work Task Description:															
60	Topographic Survey & Project Mapping														
61	Plan Research														
62	GIS/DTM Data & Mapping (Ticket)														
63	Final Project Setup Calculations														
64	Set Horizontal & Vertical Control														
65	Topographic Survey														
66	Volume Interiors & Reports														
67	Data Processing, Drafting & Mapping														
68	Begin of Way Determination and Report Review														
SUBTOTAL HOURS: TASK 6															
		1	0	5	0	0	0	0	0	0	64	256	0	2	278
70	Geotechnical Evaluation														
71	Geotechnical Engineering by Brian Inersee														
72	Review of Geotechnical Engineering														
73	Implementing Soil Borings and Geotechnical Information into Plans														
SUBTOTAL HOURS: TASK 7															
		4	4	4	0	8	0	0	0	0	0	0	0	0	20
80	Final Design & Bidding														
81	Final Design & Bidding														
82	Final Design & Bidding														
83	Final Design & Bidding														
84	Final Design & Bidding														
85	Final Design & Bidding														
86	Final Design & Bidding														
87	Final Design & Bidding														
88	Final Design & Bidding														
89	Final Design & Bidding														
8,10	Final Design & Bidding														
SUBTOTAL HOURS: TASK 8															
		50	58	108	194	252	0	0	0	0	0	0	0	32	694
90	Public Engagement														
91	Preparation for Neighborhood Meeting														
92	Conduct Neighborhood Meeting														
93	Website and Updates														
SUBTOTAL HOURS: TASK 9															
		4	4	8	8	8	0	0	0	0	0	0	0	0	16
100	Construction Services														
101	Construction Phase Startup (Precon, Resident Coordination, Communication Staking Prep, etc.)														
102	Construction Administration														
103	Construction Observation (18 weeks @ 30 hrs/week)														
104	Construction Staking														
105	Project Closeout & Punch List														
106	Record Drawings														
107	GIS Integration														
SUBTOTAL HOURS: TASK 10															
		10	10	20	30	0	0	0	0	0	0	0	0	0	70
TOTAL HOURS															
		114	136	371	860	260	56	76	301	58	46	2278			

ESTIMATE OF PROJECT FEES
2022 TRUNK WATERMAIN IMPROVEMENTS; SURVEY, GEOTECH, FINAL DESIGN, & CONSTRUCTION
CITY OF HOPKINS, MINNESOTA

9/24/2021

CLIENT: CITY OF HOPKINS, MINNESOTA		PROJECT FEES											Contracted/ Specialty Services	Total	
PROJECT: 2022 TRUNK WATERMAIN IMPROVEMENTS		Principal in Charge	Principal Feeless Engineer	Project Manager	Construction Observer	Design Engineer	Survey Manager	Survey Technician	Survey Crew	Communications Specialist	Clerical				
CONSULTANT: BOLTON & MENK, INC.															
TASK	AVERAGE RATE:	\$190.00	\$180.00	\$155.00	\$146.00	\$112.00	\$175.00	\$106.00	\$160.00	\$102.00	\$94.00				
6.0 Topographic Survey & Project Mapping															
6.1	Site Research	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,400.00	\$846.00	\$0.00	\$0.00	\$0.00	\$0.00	\$700.00	\$2,946.00	
6.2	ESOC (1 Meet, 8 Marking & 1 Mapping Ticket)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$700.00	\$48.00	\$20.00	\$0.00	\$188.00	\$0.00	\$0.00	\$2,056.00	
6.3	Initial Project Setup Calculations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,400.00	\$846.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,248.00	
6.4	Set Horizontal & Vertical Control	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,500.00	\$2,120.00	\$2,240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,860.00	
6.5	Topographic Survey	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,400.00	\$80.00	\$32,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,400.00	
6.6	Manhole Inventories & Reports	\$0.00	\$0.00	\$10.00	\$0.00	\$0.00	\$3,500.00	\$2,120.00	\$6,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,272.00	
6.7	Data Processing, Drafting & Mapping	\$0.00	\$0.00	\$310.00	\$0.00	\$0.00	\$700.00	\$3,816.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,826.00	
6.8	Right of Way Determination and Report Review	\$190.00	\$0.00	\$155.00	\$0.00	\$0.00	\$2,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,795.00	
SUBTOTAL FEES: TASK 6		\$190.00	\$0.00	\$775.00	\$0.00	\$0.00	\$8,750.00	\$6,784.00	\$40,960.00	\$0.00	\$188.00	\$0.00	\$700.00	\$58,347.00	
7.0 Geotechnical Evaluation															
7.1	Geotechnical Engineering by Braun Inverec	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,527.00	\$10,527.00	
7.2	Review of Geotechnical Engineering	\$760.00	\$720.00	\$620.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,100.00	
7.3	Implementing Soil Borings and Geotechnical Information into Plans	\$0.00	\$0.00	\$0.00	\$0.00	\$896.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$896.00	
SUBTOTAL FEES: TASK 7		\$760.00	\$720.00	\$620.00	\$0.00	\$896.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,527.00	
8.0 Final Design & Bidding															
8.1	Final Design & Bidding	\$1,520.00	\$2,880.00	\$1,240.00	\$0.00	\$1,192.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,442.00	
8.2	Final Design & Bidding	\$1,520.00	\$0.00	\$2,480.00	\$17,520.00	\$20,160.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,680.00	
8.3	Private Utility Coordination	\$760.00	\$0.00	\$1,240.00	\$5,840.00	\$896.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,736.00	
8.4	Construction Quantities & Cost Estimates	\$760.00	\$720.00	\$1,860.00	\$2,920.00	\$2,240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,736.00	
8.5	Construction Specifications	\$760.00	\$720.00	\$2,480.00	\$0.00	\$896.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,504.00	\$0.00	\$0.00	\$6,560.00	
8.6	Permit Applications & Coordination with Other Agencies	\$760.00	\$2,160.00	\$1,860.00	\$0.00	\$1,444.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,124.00	
8.7	Bidding Assistance, Addenda, Award Recommendation	\$760.00	\$0.00	\$1,860.00	\$1,168.00	\$896.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,504.00	\$0.00	\$0.00	\$6,188.00	
8.8	QA/QC	\$760.00	\$2,880.00	\$1,240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,880.00	
8.9	Project Meeting with City Staff (2)	\$1,420.00	\$1,080.00	\$1,860.00	\$876.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,956.00	
8.10	City Council Meetings (1)	\$760.00	\$0.00	\$620.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,380.00	
SUBTOTAL FEES: TASK 8		\$9,500.00	\$10,440.00	\$16,740.00	\$28,224.00	\$38,224.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,008.00	\$0.00	\$0.00	\$96,236.00	
9.0 Public Engagement															
9.1	Preparation for Neighborhood Meeting	\$760.00	\$720.00	\$1,240.00	\$0.00	\$896.00	\$0.00	\$0.00	\$0.00	\$408.00	\$376.00	\$0.00	\$0.00	\$4,400.00	
9.2	Conduct Neighborhood Meeting	\$760.00	\$720.00	\$620.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$408.00	\$0.00	\$0.00	\$0.00	\$3,508.00	
9.3	Website and Updates	\$1,520.00	\$1,440.00	\$4,060.00	\$2,336.00	\$896.00	\$0.00	\$0.00	\$0.00	\$5,100.00	\$0.00	\$0.00	\$0.00	\$10,536.00	
SUBTOTAL FEES: TASK 9		\$1,520.00	\$1,440.00	\$4,060.00	\$2,336.00	\$896.00	\$0.00	\$0.00	\$0.00	\$5,916.00	\$376.00	\$0.00	\$0.00	\$17,444.00	
10.0 Construction Services															
10.1	Construction Phase Startup (Person, Resident Coordination, Construction Staking Prep, etc.)	\$1,900.00	\$1,800.00	\$3,100.00	\$4,380.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$752.00	\$0.00	\$0.00	\$11,932.00	
10.2	Construction Administration	\$7,600.00	\$10,800.00	\$27,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46,800.00	
10.3	Construction Observation (18 weeks @ 20 hrs/week)	\$0.00	\$0.00	\$0.00	\$78,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$78,840.00	
10.4	Construction Staking	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,050.00	\$1,172.00	\$7,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,422.00	
10.5	Project Closeout & Punch List	\$9,500.00	\$0.00	\$3,100.00	\$5,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,890.00	
10.6	Record Drawings	\$0.00	\$0.00	\$620.00	\$3,504.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,124.00	
10.7	GIS Integration	\$0.00	\$0.00	\$310.00	\$1,336.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,646.00	
SUBTOTAL FEES: TASK 10		\$10,450.00	\$12,600.00	\$35,030.00	\$94,900.00	\$0.00	\$1,050.00	\$11,772.00	\$7,200.00	\$0.00	\$752.00	\$0.00	\$0.00	\$167,254.00	
TOTAL FEES		\$22,420.00	\$25,200.00	\$58,125.00	\$125,560.00	\$30,016.00	\$9,800.00	\$8,056.00	\$48,160.00	\$5,916.00	\$4,324.00	\$0.00	\$11,227.00	\$348,804.00	



October 19, 2021

Council Report 2021-101

**Resolution Approving an Off-Sale Liquor License
for Nina Corporation DBA Mac's Liquor**

Proposed Action

Staff recommends adoption of the following motion: Move to grant an Off-sale Liquor License to Nina Corporation DBA Mac's Liquor by adopting Resolution 2021-101.

Overview

The City Council will consider an application from Nina Corporation. The application is for off-sale liquor sales at Mac's Liquor which will be relocated to 8660 Excelsior Boulevard. The licensed premise includes the retail space leased space at 8660 Excelsior Boulevard.

The Police Department reviewed the application from Nina Corporation and is in the process of conducting the formal background check. The issuance of the off-sale liquor license is conditioned upon the investigation results and Police Chief approval. As a liquor license holder, Mac's Liquor representatives will be required to attend liquor control training and will be subject to alcohol compliance checks.

The applicant will also need to work with City staff to ensure all permits required have been obtained and final inspections have occurred.

Upon City Council approval of the liquor license request, the State application will be sent to the Minnesota Department of Public Safety, Alcohol and Gambling Enforcement Division, for issuance. A representative from the State will inspect the premises before issuing the off-sale license. The liquor licenses will become effective upon all conditions being met in Resolution 2021-101 and will expire on June 30, 2022.

Supporting Information

- Resolution 2021-101
- The complete application is on file in the City Clerk's office.

Amy Domeier, City Clerk

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

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2021-101

**APPROVING AN OFF-SALE LIQUOR LICENSE
TO NINA CORPORATION DBA MAC'S LIQUOR**

WHEREAS, the City Council, pursuant to City Code Chapter 4, considered on October 19, 2021, the issuance of an Off-Sale Liquor License to Nina Corporation DBA Mac's Liquor for its retail space located at 8600 Excelsior Boulevard, Hopkins; and

WHEREAS, the City Council has reviewed the application as it is on file with the City Clerk; and

WHEREAS, the Hopkins Police Department has reviewed the application as it is on file with the City Clerk and has no reservations about the licensers being issued.

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

1. To grant and approve an Off-Sale Liquor Licenses to Nina Corporation dba Mac's Liquor for the premise located at 8600 Excelsior Boulevard.
2. The license is conditioned on the applicant's ongoing compliance with its application that is on file with the City Clerk, and is further subject to the following:
 - A. All terms and conditions of the City Code Chapter 4 Alcoholic Beverages and Minnesota Statute 340A.
 - B. Completed background check by the Police Department and Police Chief approval.
 - C. Final inspection by the City Building Official.
 - D. Final inspection by the City Fire Marshal.
 - E. Final inspection by the City Planner.
3. The Mayor and City Clerk are hereby authorized to execute said license.
4. This license shall expire at 11:59 p.m. on June 30, 2022.

Adopted by the City Council of the City of Hopkins this 19th day of October, 2021.

Jason Gadd, Mayor

ATTEST:

Amy Domeier, City Clerk



October 19, 2021

Council Report 2021-104

APPROVAL OF CITY OF HOPKINS EMERGENCY OPERATIONS PLAN (EOP)

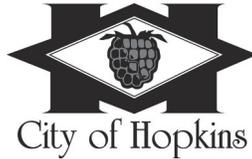
Proposed Action

Staff recommends the following motion: Move to approve the revised City of Hopkins Emergency Operations Plan.

Overview

The City of Hopkins Emergency Operations Plan was reviewed and discussed during the October 12, 2021 City Council work session and is ready for approval.

Dale Specken, Fire Chief



October 19, 2021

Council Report 2021-099

**PUBLIC IMPROVEMENT HEARING
2022 STREET AND UTILITY IMPROVEMENTS
CITY PROJECT 2021-10**

Proposed Action

Staff recommends the following motion: following Public Hearing adopt Resolution 2021-062, Resolution Ordering Improvement, 2022 Street and Utility Improvements and companion Resolution 2021-063, stating the City's intent to reimburse itself using bonds.

This action continues an assessable project for street and utility improvements.

Overview

At its September 21, 2021 meeting, a feasibility report concerning street and utility improvements along 6th Avenue South and 7th Avenue South from Mainstreet to 2nd Street South was presented to the City Council and a public hearing on the improvements was ordered for October 19, 2021.

In accordance with state statutes, the City Council needs to conduct a public hearing and determine authorization of the project. Hearing notices have been mailed to all affected property owners of record. Following the public hearing, if the project is ordered, City Council is asked to state the City's intent to reimburse itself using bonds.

Primary Issues to Consider

- Scope of Improvements
- Public Input
- Assessments
- Project Budget and Costs
- Project Schedule
- Staff Recommendation

Supporting Information

- Resolution 2021-062 & 2021-063
- Project Map
- Public Hearing Notice & Mailing Affidavit
- Proposed Pending Assessment Roll
- Proposal for Design and Construction Services
- Feasibility Report (available upon request)

Eric Klingbeil, P.E., City Engineer

Financial Impact: \$3,131,000 Budgeted: Y/N Y Source: PIR, SA, Water, Sanitary, Storm
Related Documents (CIP, ERP, etc.): CIP Notes: _____

ANALYSIS OF ISSUES

Scope of Improvements

This project includes reconstruction of the following streets:

- 6th Avenue South from Mainstreet to 2nd Street South
- 7th Avenue South from Mainstreet to 2nd Street South

The pavement condition index for most of the project area is below 40, which indicates failed pavement and warrants reconstruction. Proposed street improvements for 7th Avenue South include full reconstruction of streets and new curb and gutter. Proposed street improvements for 6th Avenue South include full depth reclamation and resurfacing with spot concrete sidewalk and curb replacement.

Water main is proposed to be replaced on 7th Avenue South. Most of the existing main is in excess of 60 years old and made from cast iron. New main will be ductile iron, which has better reliability and when properly installed a longer lifecycle than cast iron. All water services will be replaced from the main to the property line.

Sanitary sewer improvements on 7th Avenue South include the removal and replacement of the main, manholes and service lines to the property line.

Proposed storm sewer improvements on 7th Avenue South include new curb and gutter, removal and replacement of the storm sewer main, addition of storm sewer inlets to reduce water ponding in the street and improvements to reduce sediment accumulation.

Sanitary sewer, watermain, and storm sewer improvements on 6th Avenue South consist of targeted rehabilitation. The sanitary sewer, water main, and storm sewer systems were upgraded in a previous storm sewer led project.

Pedestrian facilities include replacement of existing sidewalk and pedestrian ramps.

During the scoping for this project, it was determined that there was other work that should be included in the project. Traditionally this work was bid as a separate, standalone project but it was decided to bid as one project due not only to proximity, but to capitalize on pricing. This additional work will be funded by separate items in the CIP and Budget and includes the following:

- Reclamation and resurfacing of 10th Ave N between Mainstreet and 1st Street N
- Mill and overlay of 1st Street N between
- Mill and overlay of 2nd Avenue S between 5th Street S and Nine Mile Cove
- Mill and overlay 7th Street S from 2nd Ave S to TH 169
- Sanitary Sewer Lining in areas across the City identified by the Public Works Department.
- Citywide sidewalk repairs

Public Input

Public informational meetings regarding the improvements were held on September 8th and October 13th. The September 8th meeting format consisted of a presentation of the overall project scope, with an open

house style question and answer session. The October 13th meeting was an open house style meeting, with special focus on proposed assessments.

A questionnaire was sent to all properties in the project area in May 2021 in advance of the neighborhood meetings. Nine questionnaires were returned. Drainage concerns, desire for improved street surface, and property specific concerns were the most common responses.

Bolton & Menk and City staff has met with individual property owners in person to discuss concerns and look at options to minimize issues; it is anticipated meetings will continue as design progresses.

Assessments

The proposed street assessments are based on the City’s assessment policy, whereby 70% of the street reconstruction cost and 50% of the water and sewer service replacement are assessed to benefiting properties. The policy also allows for assessments to be capped should assessments exceed previous year assessments by 20%; the costs for this project will trigger the assessment cap. A preliminary assessment roll has been calculated and can be found in the appendix of the attached Feasibility Report.

The assessment cap for residential properties is \$100.05 per front foot, following the typical 3% increase per year since the cap was established. Without the cap assessments could be more than double the capped rate.

Project Budget and Costs

The estimate for this project, which includes contingency, and costs for legal, administrative, and engineering costs for all the work, totals to \$3,131,000.

Project costs and funding sources are as follows:

Funding Source	CIP Budget Street Reconstruction	CIP Budget Street Rehabilitation	Total CIP Budget	Estimated Cost
PI-PIR/General Obligation Bonds	\$650,000	\$400,000	1,050,000	\$2,070,000
Assessments	500,000		500,000	382,000
Storm Sewer Fund	225,000		225,000	119,000
Sanitary Sewer Fund	500,000		500,000	262,000
Water Fund	500,000		500,000	298,000
Total	\$2,375,000	\$400,000	2,775,000	\$3,131,000

Preliminary cost estimates show the project tracking slightly higher than the CIP budget, this is due to additional work outside the original scope included with the project, and conservative estimates for

contingencies and soft costs. It is anticipated that costs will come down as design progresses due to reduced contingency and efficiencies in design.

Several portions of the project are street maintenance projects outside the original scope and are being bid as “Add Alternates”. We will have the option of moving forward with these items or to remove them from the project once bids are received, based on budget constraints.

Project Schedule

Public Informational Neighborhood Meeting	October 13, 2021
Public hearing/order final design	October 19, 2021
Approve final plans/order bids	December 21, 2021
Order Assessment Hearing	February 1, 2022
Public Informational Neighborhood Meeting	February 21-24, 2022 (Date TBD)
Conduct Public Assessment Hearing	March 1, 2022
Adopt Assessment Roll/Award Contract	March 1, 2022
Begin Construction	Spring 2022
Complete Construction	Fall 2022

Staff Recommendation

Staff recommends ordering the above detailed improvement with adoption of resolution 2021-062 and adopting companion resolution 2021-063 following the public hearing.

CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA

RESOLUTION NO. 2021-062

**RESOLUTION ORDERING PUBLIC IMPROVEMENT
2022 STREET AND UTILITY IMPROVEMENTS, PROJECT NO. 2021-10**

WHEREAS, a resolution of the City Council adopted the 21th day of September, 2021 fixed a date for a Council Hearing on the improvements on 6th Avenue South and 7th Avenue South from Mainstreet to 2nd Street South; including pavement, curbing, sidewalk, signage, drainage, water and sanitary sewer improvements and all necessary appurtenances, and

WHEREAS, the City Council deems it appropriate and expedient to make such improvements, and

WHEREAS, ten days mailed notice and two weeks published notice of the hearing was given, and the hearing was held thereon on the 19th day of October, 2021 at which all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report and the recommendations are hereby accepted.
2. Such improvement is hereby ordered as proposed in the Council Resolution adopted the 19th day of October, 2021. The total estimated project cost is \$3,131,000 of which \$294,000 is estimated to be assessed.
3. Bolton & Menk, Inc. is hereby designated as the engineer for this improvement and shall prepare plans and specifications for the making of such improvement. The Mayor and City Manager are hereby authorized to enter into a contract for engineering and construction services for this improvement.
4. The City Attorney and City Engineer are hereby authorized to acquire necessary easements by negotiation or condemnation.

Adopted by the City Council of the City of Hopkins this 19th day of October, 2021.

Jason Gadd, Mayor

ATTEST:

Amy Domeier, City Clerk

CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA

RESOLUTION NO. 2021-063

**DECLARING THE OFFICIAL INTENT OF THE CITY OF HOPKINS
TO REIMBURSE CERTAIN EXPENDITURES FROM
GENERAL OBLIGATION IMPROVEMENT BOND PROCEEDS
TO BE ISSUED BY THE CITY OF HOPKINS**

WHEREAS, the Internal Revenue Service has issued Treas. Reg. #1.150-2 providing that proceeds of tax-exempt bonds used to reimburse prior expenditures shall not be deemed spent unless certain requirements are met; and

WHEREAS, the City expects to incur certain expenditures, which may be financed temporarily from sources other than bonds, and reimbursed from the bond proceeds;

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

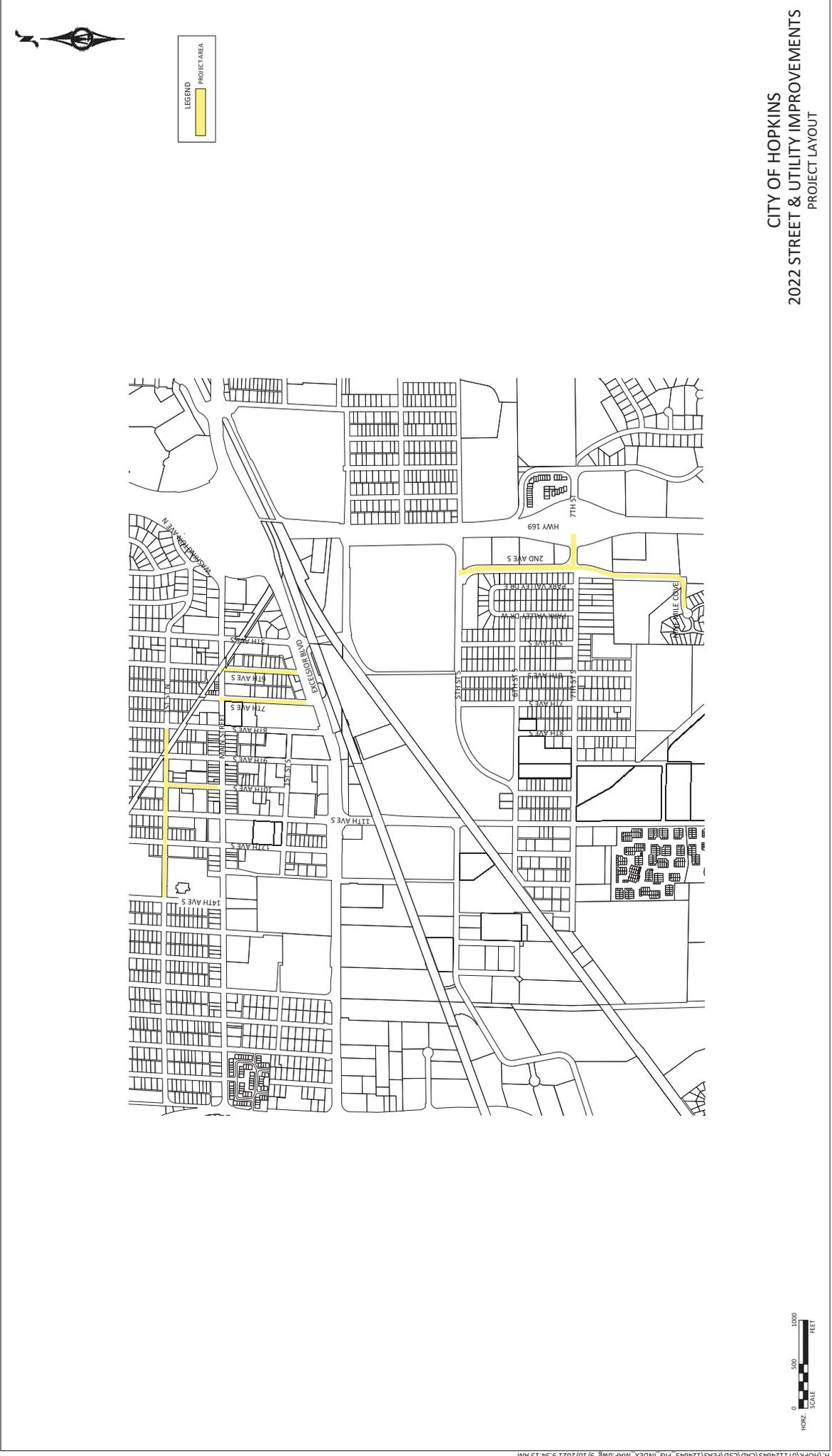
1. The City intends to incur expenditures for the project described in Council Report 2021-099, for City Project 2021-10 (the "Project"), and intends to reimburse itself for such expenditures from the bond proceeds to be issued by the City in the maximum principal amount described in the "project".
2. The City Manager is authorized to designate additions to Project 2021-10 in circumstances where time is of the essence, and any such designation shall be reported to the Council at the earliest practicable date and shall be filed with the official books and records of the City.
3. This resolution is intended to constitute a declaration of official intent for the purpose of Treas. Reg. #1.150-2 and any successor law, regulation, ruling or amendment pertaining thereto.

Adopted by the City Council of the City of Hopkins, Minnesota, this 19th day of October, 2021.

By _____
Jason Gadd, Mayor

ATTEST:

Amy Domeier, City Clerk



CITY OF HOPKINS
Hennepin County, Minnesota

NOTICE OF PUBLIC HEARING ON IMPROVEMENT

**2022 STREET AND UTILITY IMPROVEMENTS
CITY PROJECT NO. 2021-10**

«TAXPAYER_NAME»
«TAXPAYER_ADDRESS_LINE1»
«TAXPAYER_ADDRESS_LINE2»
«TAXPAYER_ADDRESS_LINE3»

RE: PID #«PID» - «PROPERTY_ADDRESS», HOPKINS, MN

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council will hold the Public Hearing in the Council Chambers of City Hall, 1010 1st St S, at 7:00 p.m. on Tuesday, October 19th, 2021, to consider the making of improvements on:

- 7th Avenue South from Mainstreet to 2nd Street South
- 6th Avenue South from Mainstreet to 2nd Street South
- 2nd Avenue South from 5th Street South to Nine Mile Cove
- 7th Street South from 2nd Avenue South to Trunk Highway 169

Generally, the project involves the addition/replacement of storm sewer; water main replacement; water service replacement; sanitary sewer replacement and rehabilitation; sanitary sewer service replacement; concrete curb & gutter addition/replacement; bituminous street removal and reconstruction or rehabilitation; and turf restoration; pursuant to Minn. Statutes, Section 429.011 to 429.111. The area proposed to be assessed for such improvement includes all properties located along 7th Avenue South from Mainstreet to 2nd Street South and as shown below.

<u>Plat Name</u>	<u>Sec</u>	<u>Twp</u>	<u>Rng</u>	<u>Q/Q</u>
CIC NO 1180 Marketplace Lofts Condo	24	117	22	SW/SE
Hopkins Village	24	117	22	SW/SE
Reg. Land Survey No. 1733	24	117	22	SW/SE
Sonoma Addn	24	117	22	SW/SE
Unplatted 24 117 22	24	117	22	SW/SE
West Minneapolis	24	117	22	SW/SE

The estimated cost of the improvement is \$2,493,000. A reasonable estimate of the impact of the assessment will be available at the hearing. Such persons as desire to be heard with reference to the proposed improvement will be heard at this meeting.

/s/Amy Domeier, City Clerk

Dated: September 29, 2021

Published in Hopkins Sun Sailor on October 7, 2021 & October 14, 2021

YOUR ESTIMATED PENDING ASSESSMENT IS:

«TOTAL PROPOSED ASSESSMENT»

CITY OF HOPKINS
2022 STREET AND UTILITY IMPROVEMENTS PUBLIC HEARING

TO WHOM IT MAY CONCERN:

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Amy Domeier, City Clerk
952-548-6304

Published in the Sun Sailor on October 7, 2021 & October 14, 2021.

AFFIDAVIT OF MAILING PUBLIC HEARING NOTICE

STATE OF MINNESOTA)
) SS.
COUNCIL OF HOPKINS)

Jackie Caple, being first duly sworn, deposed and says:

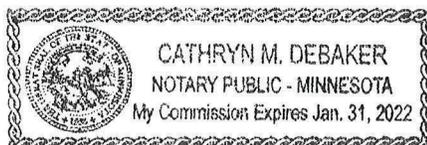
I am a United States citizen, over 21 years of age. On September 29th, 2021, acting on behalf of the City of Hopkins, I caused to be deposited in the United States Post Office at the City of Burnsville, Minnesota, copies of the attached Notice of Public Hearing for the 2022 Street & Utility Improvements, City of Hopkins, MN Project No. 2021-010, enclosed in sealed envelopes, with postage thereon fully prepaid, addressed to the following persons at the addresses appearing on the attached copy of the mailing list.

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


Signature

Subscribed and sworn to before me this 29th day of September, 2021.


Notary Public



65 7TH AVE S LLC
61 7TH AVE S
HOPKINS MN 55343

RAHEL WOLDESILASSE
45 7TH AVE S
HOPKINS MN 55343

ROBERT D ZEMAN
P O BOX 11055
MPLS MN 55411

WILL OVERHOLT
512 5TH AVE S
HOPKINS MN 55343

DANIEL ERICKSON/TANYA BROWN
37 7TH AVE S
HOPKINS MN 55343

KENNETH LARSON
216 N QUINCY ST
ALEXANDRIA MN 56308

HOPKINS PLAZA LTD PARTNERSHP
C/O STUART CO
1000 80TH ST W
BLOOMINGTON MN 55420

ALEC JUDE ALBRECHT
53 7TH AVE S
HOPKINS MN 55343

LOGAN HELLESETH
49 7TH AVE S
HOPKINS MN 55343

HOPKINS VILLAGE LP
C/O COMM HOUSING DEVP CORP
614 1ST ST N STE100
MINNEAPOLIS MN 55401-3101

LOMMEN PROPERTIES LLC
17 8TH AVE S
HOPKINS MN 55343

PETERSON CAPITAL INVTS LLC
ROZ & TIM PETERSON
12295 162ND ST W
LAKEVILLE MN 55044

PETERSON CAPITAL INVTS LLC
ROZ & TIM PETERSON
12295 162ND ST W
LAKEVILLE MN 55044

MICHAEL R HOFFMAN
750 MAINSTREET #214
HOPKINS MN 55343

ELLEN OAKES
750 MAINSTREET #224
HOPKINS MN 55343

GREGORY HUGH
LINDA HUGH
750 MAINSTREET #230
HOPKINS MN 55343

SATYA GARG
9 9TH AVE N
HOPKINS MN 55343

BARBARA A CALDWELL
750 MAINSTREET #312
HOPKINS MN 55343

WENDY BROZIC
750 MAINSTREET #320
HOPKINS MN 55343

QUINN JURGENS & SHARON MOE
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HOPKINS MN 55343

MARK W REYNOLDS
DAWN H SIMONE
750 MAINSTREET #326
HOPKINS MN 55343

PATRICIA E WARD
ELIZABETH WARD
750 MAINSTREET #402
HOPKINS MN 55343

ROBERT F NELSEN
REGINA D NELSEN
750 MAINSTREET #418
HOPKINS MN 55343

PETERSON CAPITAL INVTS LLC
ROZ & TIM PETERSON
12295 162ND ST W
LAKEVILLE MN 55044

LARRY ARDITO & KATHY ARDITO
16367 BARCLAY CT
NAPLES FL 34110

LUCILLE M RENAUD REV TRUST
750 MAINSTREET #212
HOPKINS MN 55343

MERLE GORDON OLSON
750 MAINSTREET #220
HOPKINS MN 55343

NANCY J MARTINI
696 MAIN ST #402
WALTHAM MA 02451

CHERIE ERICKSON
12411 HUNTINGDON LN
MINNETONKA MN 55305

JON WARK
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HOPKINS MN 55343

KAREN CASH
750 MAINSTREET #308
HOPKINS MN 55343

JAMES J BRENNY
750 MAINSTREET #310
HOPKINS MN 55343

MARCIA KAY SOLETSKI CARLSON
750 MAINSTREET #322
HOPKINS MN 55343

PDS TAX SERVICES
PO BOX 13519
ARLINGTON TX 76094-1519

JOHN A RASINSKI
GLORIA J RASINSKI
750 MAIN ST #404
HOPKINS MN 55343

MICHAEL LUGER
9427 OLYMPIA DRIVE
EDEN PRAIRIE MN 55347

DANA L HARRISON
750 MAINSTREET #416
HOPKINS MN 55343

JEFFREY W JOHNSON
JOSEPHINE L JOHNSON
750 MAINSTREET #424
HOPKINS MN 55343

PATRICIA MCDIVITT
JERRY HOPKINS
750 MAINSTREET #426
HOPKINS MN 55343

JEANNE E FLAVIN
750 MAINSTREET #428
HOPKINS MN 55343

PETERSON CAPITAL INVTS LLC
ROZ & TIM PETERSON
12295 162ND ST W
LAKEVILLE MN 55044

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PETERSON CAPITAL INVTS LLC
ROZ & TIM PETERSON
12295 162ND ST W
LAKEVILLE MN 55044

MELISSA A JANE CARMICHAEL
750 MAINSTREET #202
HOPKINS MN 55343

JOSEPH SICORA
4732 HAMILTON RD
MINNETONKA MN 55345

MITCHELL URLAUB
750 MAINSTREET #210
HOPKINS MN 55343

MARLENE C MCEWAN
750 MAINSTREET #218
HOPKINS MN 55343

ALAN T & COLLEEN A KELLER
750 MAINSTREET #226
HOPKINS MN 55343

ANDREA ALBRECHT
750 MAINSTREET #306
HOPKINS MN 55343

MARY ELLEN WARD
750 MAINSTREET #330
HOPKINS MN 55343

ELLEN H KERBER
750 MAINSTREET #408
HOPKINS MN 55343

JEAN ANDRE LATONDRESSE
BARBARA ANN LATONDRESSE
750 MAINSTREET #414
HOPKINS MN 55343

ELAINE KOYAMA
750 MAINSTREET #422
HOPKINS MN 55343

JOCELYN ANDRES
750 MAINSTREET #200
HOPKINS MN 55343

BLAKE E TANBERK
505 DEL RIO DR
CHANHASSEN MN 55317

SCOTT J OLSON
750 MAINSTREET #216
HOPKINS MN 55343

PALLADIUM HOLDINGS LLC
315 CLOVER LEAF DR
GOLDEN VALLEY MN 55422

JEFFREY P BORDENAVE
JESSICA M BORDENAVE
750 MAINSTREET #314
HOPKINS MN 55343

GRETCHEN R BARSNESS
750 MAINSTREET #316
HOPKINS MN 55343

PHILLIP BAUTCH
SANDRA BAUTCH
750 MAINSTREET #318
HOPKINS MN 55343

WILLIAM A FARRELL
KAREN J FARRELL
750 MAINSTREET #328
HOPKINS MN 55343

HOPE V BJELLAND
750 MAINSTREET #410
HOPKINS MN 55343

STEFANIE SCHAFFER
1440 WATER TOWER PL NE
OWATONA MN 55060

WILLIAM W ENTINGER
CAROLINE R WICKLAND
750 MAINSTREET #420
HOPKINS MN 55343

ANNE COOPER
750 MAINSTREET #430
HOPKINS MN 55343



EAST CENTRAL MINNESOTA

Ad Proof

Not Actual Size

-Public Notice Ad Proof-

This is the proof of your ad scheduled to run on the dates indicated below. Please proof read carefully. If changes are needed, please contact us prior to deadline at Cambridge (763) 691-6000 or email at publicnotice@apgecm.com

Date: 09/29/21

Account #: 412490
Customer: CITY OF HOPKINS ~

Address: 1010 1ST ST S
HOPKINS

Telephone: (952) 935-8474
Fax: (952) 935-1834

Publications:
SS St Louis Park_Hopkins

Ad ID: 1172268
Copy Line: oct. 19 PH-2022 Street/Utility

PO Number:
Start: 10/07/21
Stop: 10/14/2021

Total Cost: \$261.80
of Lines: 31
Total Depth: 3.55
of Inserts: 2
Ad Class: 150
Phone # (763) 691-6000
Email: publicnotice@apgecm.com
Rep No: SE700

**CITY OF HOPKINS
2022 STREET AND UTILITY IMPROVEMENTS
PUBLIC HEARING**

TO WHOM IT MAY CONCERN:

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Amy Domeier, City Clerk
952-548-6304

Published in the
Sun Sailor
October 7, 14, 2021
1172268

Ad: 1

\$261.80

**CITY OF HOPKINS
2022 STREET AND UTILITY IMPROVEMENTS
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952-548-6304

Published in the
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October 7, 14, 2021
1172268

PRELIMINARY ASSESSMENT ROLL

2022 STREET & UTILITY IMPROVEMENTS

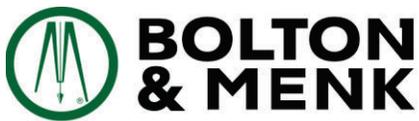
CITY OF HOPKINS, MN

CITY PROJECT NO. 2021-010

BMI PROJECT NO. 071.124643

PID	PROPERTY ADDRESS	TAXPAYER NAME	TAXPAYER ADDRESS (LINE 1)	TAXPAYER ADDRESS (LINE 2)	TAXPAYER ADDRESS (LINE 3)	PROPOSED STREET ASSESSMENT	PROPOSED WATER SERVICE ASSESSMENT	PROPOSED SEWER SERVICE ASSESSMENT	TOTAL PROPOSED ASSESSMENT
2411722430043	657 7th Avenue S	657 7th Ave S LLC		HOPKINS MN 55343		\$ 5,900.00	\$ 6,550.00	\$ 2,900.00	\$ 15,350.00
2411722430048	45 7th Avenue S	RAHEL WOLDFESILASSE		HOPKINS MN 55343		\$ 5,007.50	\$ 1,575.00	\$ 1,425.00	\$ 8,007.50
2411722430049	31 7th Avenue	ROBERT D ZEMAN		HOPKINS MN 55343		\$ 12,508.25	\$ 1,575.00	\$ 1,425.00	\$ 15,508.25
2411722430050	512 5TH AVE S	WILL OVERHOLT		HOPKINS MN 55343		\$ 5,007.50	\$ 1,575.00	\$ 1,425.00	\$ 8,007.50
2411722430048	37 7th Avenue	DANIEL ERICKSON/TANYA BROWN		HOPKINS MN 55343		\$ 5,007.50	\$ 1,575.00	\$ 1,425.00	\$ 8,007.50
2411722430047	41 7th Avenue	KENNETH LARSON		ALEXANDRIA MN 56308		\$ 5,007.50	\$ 1,575.00	\$ 1,425.00	\$ 8,007.50
2411722430235	24 7th Avenue	HOPKINS PLAZA LTD PARTNERSHIP		1000 80TH ST W	BLOOMINGTON MN 55420	\$ 76,100.00	\$ 15,200.00	\$ 22,850.00	\$ 114,150.00
2411722430044	53 7th Avenue	ALEC JUDE ALBRECHT		HOPKINS MN 55343		\$ 11,198.60	\$ 1,575.00	\$ 1,425.00	\$ 14,198.60
2411722430045	49 7th Avenue	LOGAN HELLESETH		HOPKINS MN 55343		\$ 5,007.50	\$ 1,575.00	\$ 1,425.00	\$ 8,007.50
2411722430239	9 7th Avenue	HOPKINS VILLAGE LP		614 1ST ST N STE 100	MINNEAPOLIS MN 55401-310	\$ 111,144.76	\$ 6,560.00	\$ 5,650.00	\$ 123,344.76
2411722430159	15 8th Avenue	LOMMEN PROPERTIES LLC		HOPKINS MN 55343		\$ 21,200.00	\$ -	\$ -	\$ 21,200.00
2411722430176	750 Mainstreet	PETERSON CAPITAL INVNTS LLC		HOPKINS MN 55343		\$ 1,426.91	\$ -	\$ -	\$ 1,426.91
2411722430163	750 Mainstreet	PETERSON CAPITAL INVNTS LLC		12295 162ND ST W	LAKEVILLE MN 55044	\$ 1,426.91	\$ -	\$ -	\$ 1,426.91
2411722430172	750 Mainstreet Unit 214	MICHAEL R HOFFMAN		HOPKINS MN 55343		\$ 370.19	\$ -	\$ -	\$ 370.19
2411722430188	750 Mainstreet Unit 224	ELLEN OKARES		HOPKINS MN 55343		\$ 370.19	\$ -	\$ -	\$ 370.19
2411722430198	750 Mainstreet Unit 230	GREGORY HUGH		750 MAINSTREET #230	HOPKINS MN 55343	\$ 370.19	\$ -	\$ -	\$ 370.19
2411722430203	750 Mainstreet Unit 302	SATYA GARG		HOPKINS MN 55343		\$ 370.19	\$ -	\$ -	\$ 370.19
2411722430208	750 Mainstreet Unit 312	BARBARA A CALDWELL		HOPKINS MN 55343		\$ 370.19	\$ -	\$ -	\$ 370.19
2411722430212	750 Mainstreet Unit 320	QUINDY BROZIC		HOPKINS MN 55343		\$ 370.19	\$ -	\$ -	\$ 370.19
2411722430214	750 Mainstreet Unit 324	MINN JURGENS & SHARON MOE		HOPKINS MN 55343		\$ 370.19	\$ -	\$ -	\$ 370.19
2411722430215	750 Mainstreet Unit 326	MARK W REYNOLDS		750 MAINSTREET #326	HOPKINS MN 55343	\$ 370.19	\$ -	\$ -	\$ 370.19
2411722430219	750 Mainstreet Unit 402	PATRICIA E WARD		750 MAINSTREET #402	HOPKINS MN 55343	\$ 370.19	\$ -	\$ -	\$ 370.19
2411722430221	750 Mainstreet Unit 418	ROBERT F NIELSEN		750 MAINSTREET #418	HOPKINS MN 55343	\$ 370.19	\$ -	\$ -	\$ 370.19
2411722430188	750 Mainstreet Unit 204	LARRY ARDITO & KATHY ARDITO		16367 BARCLAY CT	LAKEVILLE MN 55044	\$ 1,426.91	\$ -	\$ -	\$ 1,426.91
2411722430192	750 Mainstreet Unit 212	LUCILLE M RENAUD REV TRUST		HOPKINS MN 55343		\$ 370.19	\$ -	\$ -	\$ 370.19
2411722430196	750 Mainstreet Unit 220	MERLE GORDON OLSON		HOPKINS MN 55343		\$ 370.19	\$ -	\$ -	\$ 370.19
2411722430197	750 Mainstreet Unit 222	CHANCY J MARTINI		WAL THAM MA 02451	HOPKINS MN 55343	\$ 370.19	\$ -	\$ -	\$ 370.19
2411722430200	750 Mainstreet Unit 228	NANCY ERICKSON		MINNETONKA MN 55305		\$ 370.19	\$ -	\$ -	\$ 370.19
2411722430202	750 Mainstreet Unit 300	ION WARK		HOPKINS MN 55343		\$ 370.19	\$ -	\$ -	\$ 370.19
2411722430206	750 Mainstreet Unit 308	KAREN CASH		HOPKINS MN 55343		\$ 370.19	\$ -	\$ -	\$ 370.19
2411722430207	750 Mainstreet Unit 310	JAMES J BRENNY		HOPKINS MN 55343		\$ 370.19	\$ -	\$ -	\$ 370.19
2411722430213	750 Mainstreet Unit 322	MARCIA KAY SOLETSKI CARLSON		HOPKINS MN 55343		\$ 370.19	\$ -	\$ -	\$ 370.19
2411722430218	750 Mainstreet Unit 400	PDS TAX SERVICES		PO BOX 13519	ARLINGTON TX 76094-1519	\$ 370.19	\$ -	\$ -	\$ 370.19
2411722430220	750 Mainstreet Unit 404	JOHN A RASINSKI		750 MAIN ST #404	HOPKINS MN 55343	\$ 370.19	\$ -	\$ -	\$ 370.19
2411722430221	750 Mainstreet Unit 406	MICHAEL LUGER		9427 OLYMPIA DRIVE	EDEN PRAIRIE MN 55347	\$ 370.19	\$ -	\$ -	\$ 370.19
2411722430226	750 Mainstreet Unit 416	DANA L HARRISON		HOPKINS MN 55343		\$ 370.19	\$ -	\$ -	\$ 370.19
2411722430230	750 Mainstreet Unit 424	JEFFREY W JOHNSON		750 MAINSTREET #416	HOPKINS MN 55343	\$ 370.19	\$ -	\$ -	\$ 370.19
2411722430231	750 Mainstreet Unit 426	PATRICIA MCDWITT		750 MAIN ST #426	HOPKINS MN 55343	\$ 370.19	\$ -	\$ -	\$ 370.19
2411722430232	750 Mainstreet Unit 428	JEANNE E FLAVIN		HOPKINS MN 55343		\$ 370.19	\$ -	\$ -	\$ 370.19
2411722430171	750 Mainstreet	PETERSON CAPITAL INVNTS LLC		12295 162ND ST W	LAKEVILLE MN 55044	\$ 1,426.91	\$ -	\$ -	\$ 1,426.91
2411722430179	750 Mainstreet	PETERSON CAPITAL INVNTS LLC		12295 162ND ST W	LAKEVILLE MN 55044	\$ 1,426.91	\$ -	\$ -	\$ 1,426.91
2411722430187	750 Mainstreet Unit 202	MELISSA A JANE CARMICHAEL		HOPKINS MN 55343		\$ 370.19	\$ -	\$ -	\$ 370.19
2411722430190	750 Mainstreet Unit 208	JOSEPH SIOORA		MINNETONKA MN 55345		\$ 370.19	\$ -	\$ -	\$ 370.19
2411722430191	750 Mainstreet Unit 210	MICHELLE URCAUB		1732 HAMILTON RD	MINNETONKA MN 55345	\$ 370.19	\$ -	\$ -	\$ 370.19
2411722430195	750 Mainstreet Unit 218	MARLENE C MCEWAN		HOPKINS MN 55343		\$ 370.19	\$ -	\$ -	\$ 370.19
2411722430205	750 Mainstreet Unit 226	ALAN T & COLLEEN A KELLER		HOPKINS MN 55343		\$ 370.19	\$ -	\$ -	\$ 370.19
2411722430210	750 Mainstreet Unit 306	ANDREA ALBRECHT		HOPKINS MN 55343		\$ 370.19	\$ -	\$ -	\$ 370.19
2411722430217	750 Mainstreet Unit 330	MARY ELLEN WARD		HOPKINS MN 55343		\$ 370.19	\$ -	\$ -	\$ 370.19
2411722430222	750 Mainstreet Unit 408	ELLEN H KERBER		HOPKINS MN 55343		\$ 370.19	\$ -	\$ -	\$ 370.19
2411722430225	750 Mainstreet Unit 414	JEAN ANDRE LATONDRESSE		750 MAINSTREET #414	HOPKINS MN 55343	\$ 370.19	\$ -	\$ -	\$ 370.19
2411722430229	750 Mainstreet Unit 422	ELAINE KOYAMA		HOPKINS MN 55343		\$ 370.19	\$ -	\$ -	\$ 370.19
2411722430186	750 Mainstreet Unit 200	LOCELYN ANDRES		750 MAIN ST #200	HOPKINS MN 55343	\$ 370.19	\$ -	\$ -	\$ 370.19
2411722430189	750 Mainstreet Unit 206	BLAKE E TANBERK		505 DEL RIO DR	CHANHASSEN MN 55317	\$ 370.19	\$ -	\$ -	\$ 370.19
2411722430194	750 Mainstreet Unit 216	SCOTT J OLSON		HOPKINS MN 55343		\$ 370.19	\$ -	\$ -	\$ 370.19

2411722430204	750 Mainstreet Unit 304	PALLADIUM HOLDINGS LLC	315 CLOVER LEAF DR	GOLDEN VALLEY MN 55422	HOPKINS MN 55343	\$	370.19	\$	-	\$	53.70	\$	423.89
2411722430209	750 Mainstreet Unit 314	JEFFREY P BORDENAVE	JESSICA M BORDENAVE	750 MAINSTREET #314	HOPKINS MN 55343	\$	370.19	\$	-	\$	53.70	\$	423.89
2411722430210	750 Mainstreet Unit 316	GRETCHEN R BARSNESS	750 MAIN ST #316	HOPKINS MN 55343	HOPKINS MN 55343	\$	370.19	\$	-	\$	53.70	\$	423.89
2411722430211	750 Mainstreet Unit 318	PHILIP BAUTCH	SANDRA BAUTCH	750 MAINSTREET	HOPKINS MN 55343	\$	370.19	\$	-	\$	53.70	\$	423.89
2411722430216	750 Mainstreet Unit 328	WILLIAM A FARRELL	KAREN J FARRELL	750 MAINSTREET #328	HOPKINS MN 55343	\$	370.19	\$	-	\$	53.70	\$	423.89
2411722430223	750 Mainstreet Unit 410	HOPE V BJELLAND	750 MAINSTREET #410	HOPKINS MN 55343	HOPKINS MN 55343	\$	370.19	\$	-	\$	53.70	\$	423.89
2411722430224	750 Mainstreet Unit 412	STEFANIE SCHAFER	1440 WATER TOWER PL NE	OWATONA MN 55060	HOPKINS MN 55343	\$	370.19	\$	-	\$	53.70	\$	423.89
2411722430228	750 Mainstreet Unit 420	WILLIAM W ENTINGER	CAROLINE R WICKLAND	750 MAIN ST #420	HOPKINS MN 55343	\$	370.19	\$	-	\$	53.70	\$	423.89
2411722430233	750 Mainstreet Unit 430	ANNE COOPER	750 MAINSTREET #430	HOPKINS MN 55343	HOPKINS MN 55343	\$	370.19	\$	-	\$	53.70	\$	423.89
PRELIMINARY TOTAL AMOUNT TO BE ASSESSED											\$	381,713.46	



Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: [952] 890-0509
Fax: [952] 890-8065
Bolton-Menk.com

October 5, 2021

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

Re: Proposal for Professional Engineering and Surveying Services
2022 Street and Utility Improvements – Final Design & Construction Services
City of Hopkins, Minnesota

Dear Mr. Klingbeil:

We are pleased to offer you our proposal for professional engineering and surveying services for the final design and construction phases of the City of Hopkins' 2022 Street and Utility Improvements. This proposal is based on the preliminary engineering report prepared as part of the feasibility phase of the project and has been prepared in the form of our standard agreement consistent with past projects. Our proposed efforts include all remaining engineering efforts on the project, totaling \$333,892 for 2,322 proposed labor hours. The enclosed Detailed Work Plan and Estimate of Project Fees further detail our proposed level of effort.

In addition to the enclosed standard agreement, Exhibit I details our proposed process and scope of work to be performed. The schedule presented in Exhibit I illustrates a streamlined schedule, for council meetings, consistent with the approach followed in years past for assessment projects. The proposed project schedule is intended to meet the City's desire to have a bid opening in January or February and contract award in March. Upon authorization by the Council on the 19th, we will proceed with final design of the improvements immediately to meet all required deadlines.

As always, thank you for allowing Bolton & Menk, Inc. to submit this proposal for your consideration. Upon your review and approval of this agreement, please sign and return one copy to our office. If you have any questions regarding this proposal or would like to discuss any of its details, please do not hesitate to call me. We truly appreciate and value our continued working relationship with the City of Hopkins.

Sincerely,

Bolton & Menk, Inc.

A handwritten signature in black ink, appearing to read 'Mike Waltman'.

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

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

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

CC: Nate Stanley, P.E., Public Works Director

EXHIBIT I

FINAL DESIGN, CONSTRUCTION OBSERVATION, ADMINISTRATION & STAKING 2022 STREET AND UTILITY IMPROVEMENTS

CITY OF HOPKINS, MINNESOTA

A. BASIC SERVICES

In accordance with the City of Hopkins' Preliminary Engineering Report, Bolton & Menk, Inc. has been requested to complete final design, bidding assistance, construction staking, construction observation and construction administration services for the City's 2022 Street and Utility Improvements. The project area includes the following corridors:

- 6th Ave S, Mainstreet to 2nd St S
- 7th Ave S, Mainstreet to 2nd St S
- 2nd St S, 5th St S to Nine Mile Cove
- 7th St S, 2nd Ave S to TH 169
- 10th Ave N, Mainstreet to 1st St N (Add Alternate)
- 1st St N, 14th Ave N to 10th Ave N (Add Alternate)
- 1st St N, 10th Ave N to 8th Ave N (Add Alternate)
- CIPP Lining at locations to be determined randomly located throughout the City
- Spot Concrete Sidewalk and Alley Repairs throughout the City

Building from tasks 1 through 3 of our preliminary design scope of services, detailed tasks associated with the work are itemized in the attached Detailed Work Plan and are described below.

Task 4: Final Design & Bidding Services

Final Design

Final design for the Interlachen Park Street and Utility Improvements will be completed based on the Preliminary Engineering Report completed by Bolton & Menk, Inc. in September 2021. Final plans and specifications will be completed in compliance with the City of Hopkins' Engineering Guidelines and consistent with plan content for the Interlachen Park Street & Utility Improvement project. Detailed construction plans will be prepared in Civil3D design software at 25 scale. The plans and specifications will include:

- Plan and profile views of the street reconstruction and utility improvements at 25 scale.
- Cross sections will be shown for reconstructed streets at approximately 25' spacing and at each driveway.
- Required construction details.
- Special provisions for elements of work not addressed in the MnDOT 2020 Standard Construction Specifications.

Final plans will be submitted for review and comment by private utility owners. Permit applications as noted in the Preliminary Engineering Report will be completed and submitted to the permitting agency. Upon completion of construction plans and specifications, a final estimate of construction cost will be prepared and submitted to the client. The project will be advertised, bids will be taken, and recommendation will be made to accept or reject bids. Meetings included during final design include two (2) City Staff meetings for design review and two (2) City Council meetings for final plan presentation and conducting the Public Assessment Hearing.

Impacts to some trees and privately maintained landscaping within the public right-of-way are anticipated. Coordination efforts will be undertaken with homeowners regarding tree removals and landscaping impacts prior to construction. Letters will be sent to each affected property to inform the owner of the known or potential tree and/or landscaping impacts to their property. The Construction Observer and/or Project Engineer will respond to questions of the owner(s) and will coordinate on-site meetings as necessary to coordinate any impacts prior to construction.

Special Assessments Assistance

For this project, the City of Hopkins intends to assess this project prior to awarding the contract, based on the bid of the lowest responsible bidder. Bolton & Menk will prepare a final assessment roll after bids have been opened and will attend the public assessment hearing to assist City Staff. Bolton & Menk will assist City Staff with the assessment process and associated statutory requirements, as well as aid in responding to property owner inquiries throughout the process. Bolton & Menk will attend and facilitate one neighborhood meeting prior to the final assessment hearing to provide additional information on assessment amounts, payment options, and any remaining questions on the proposed improvements.

Tasks 5: Construction Services

Construction Staking

Construction staking indicating cuts to the line and grade of the proposed utilities will typically be performed at intervals of 50 feet. These utilities include sanitary sewer pipe and manholes; watermain pipe, hydrants, and bends; storm sewer pipe, manholes, and catch basins. Curb stakes will be provided along the reconstructed roadways at intervals of 25 feet.

Construction Observation and Administration

This project is proposed to be constructed during the 2022 construction season and is anticipated to occur over multiple phases of construction sometime between May and October, although the full duration of construction is expected to be shorter than that. The projected fee estimate is based upon a 20-week construction season. Part time construction observation is proposed for this project with the understanding that experienced inspection staff will also be serving the City of Hopkins part time on the 2022 Trunk Watermain Improvements Project.

Duties of the Lead Construction Observer will include attendance at the pre-construction meeting and all construction-related meetings, service as a liaison between the City and the contractor, review of the completed work to determine if the project is in general conformance with the plans and specifications, review and scheduling of all materials testing, maintenance of construction documentation, tracking quantities, project closeout including checking in on punch list items, and communication with affected property owners, as necessary, to address their construction-related concerns and issues. Communication will include door-to-door notices as often as daily, phone calls, text messages, emails, and in-person meetings.

Administration duties include a pre-construction meeting, weekly project meetings including minutes, review of shop drawings, sending out weekly email updates to resident subscribers, preparing and mailing out monthly newsletters to residents, updating and maintaining a project website, and preparation of pay estimates. Observation and administration services will be completed on an hourly basis.

Record Drawings & GIS Integration

Record drawings detailing the completed improvements as recorded by the construction observer will be completed and furnished to the City in hard copy and electronic format. These record drawings will also be integrated with the City’s GIS web application in PDF. Utilities, curb stops, and structures will be located (horizontally) after construction using a handheld GPS unit and will also be incorporated in the GIS schematic layout as GIS entities.

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

- Preparation of Final Plans & Specifications October 20, 2021 – December 21, 2021
- Approve Final Plans & Specifications / Set Bid Date / Set Assessment Hearing
 Authorize Advertisement for Bids December 21, 2021**
- Bid Opening January 21, 2022
- Council Sets Public Assessment Hearing Date February 1, 2022**
- Neighborhood Meeting 3 February 21 - 24, 2022
- Council Accepts Bids / Conduct Public Assessment Hearing /
 Adopt Assessment Roll / Award Bid March 1, 2022**
- Construction May – October 2022

B. ADDITIONAL SERVICES

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

2022 STREET & UTILITY IMPROVEMENTS
FINAL DESIGN & CONSTRUCTION PHASE ENGINEERING SERVICES

CITY OF HOPKINS, MINNESOTA

This Agreement, made this 19th day of October 2021, by and between CITY OF HOPKINS, 1010 1st St S, Hopkins, MN 55343, hereinafter referred to as CLIENT, and BOLTON & MENK, INC., 12224 Nicollet Avenue, Burnsville, MN 55337, hereinafter referred to as CONSULTANT.

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

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

SECTION I - CONSULTANT'S SERVICES

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

SECTION II - THE CLIENT'S RESPONSIBILITIES

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

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

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

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

Schedule of Fees

<u>Classification</u>	<u>Hourly Rates</u>
Sr. Project Manager – Sr. Principal Engineer/Surveyor	\$150-280/Hour
Sr. Project Manager – Principal Engineer/Surveyor	\$145-225/Hour
Project Manager	\$130-195/Hour
Project/Design Engineer/Planner	\$115-190/Hour
Licensed Surveyor	\$145-185/Hour
Project Surveyor	\$125-175/Hour
Specialist (Nat. Resources; GIS; Traffic; Other)	\$85-175/Hour
Senior Technician (Inc. Survey ¹)	\$105-180/Hour
Technician (Inc. Survey ¹)	\$95-150/Hour
Administrative Support & Clerical	\$85-98/Hour
GPS/Robotic Survey Equipment	No Charge
CAD/Computer Usage	No Charge
Routine Photo Copying/Reproduction	No Charge
Routine Office Supplies	No Charge
Field Supplies/Survey Stakes & Equipment	No Charge
Mileage	No Charge

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

2. Total cost for the services itemized under Exhibit I, Section A (Basic Services) is estimated to be \$333,892. Itemization of this cost is as shown in the attached DETAILED WORK PLAN and PROJECT FEES tables, attached hereto as Exhibit II.
3. In addition to the foregoing, CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for the following Direct Expenses when incurred in the performance of the work.
 - a. CLIENT approved outside (facilities not owned by CONSULTANT) computer services.
 - b. CLIENT approved outside professional and technical services.
 - c. Outside reproduction and reprographic charges.
 - d. Expendable field supplies and special field equipment rental.
 - e. Other costs for such additional items and services that the CLIENT may require the CONSULTANT to provide to fulfill the terms of this Agreement.
4. Additional services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.
5. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates. Itemized invoices identifying all work completed shall be submitted to the CLIENT by CONSULTANT and paid in the same manner as other claims made to the CLIENT.

SECTION IV - GENERAL

A. STANDARD OF CARE

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

B. CHANGE IN PROJECT SCOPE

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

C. INDEPENDENT CONTRACTOR

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

D. LIMITATION OF LIABILITY

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

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

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

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

E. INSURANCE

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

F. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

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

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

G. CONSTRUCTION SERVICES

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

H. USE OF ELECTRONIC/DIGITAL DATA

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

I. DATA PRACTICES

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

J. PERIOD OF AGREEMENT

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

K. PAYMENTS

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

L. TERMINATION

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

M. CONTINGENT FEE

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

N. NON-DISCRIMINATION

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

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

O. CONTROLLING LAW

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

P. DISPUTE RESOLUTION

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

Q. SURVIVAL

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

R. SEVERABILITY

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

S. AUDIT DISCLOSURE

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

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SECTION V - SIGNATURES

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

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

CLIENT: City of Hopkins, Minnesota

CONSULTANT: Bolton & Menk, Inc.



Mike Waltman, P.E., BMI Office Manager

10/5/2021

Date

Date

ESTIMATE OF PROJECT FEES
2022 STREET & UTILITY IMPROVEMENTS: FINAL DESIGN & CONSTRUCTION SERVICES
CITY OF HOPKINS, MINNESOTA

10/5/2021

CLIENT: CITY OF HOPKINS, MINNESOTA		PROJECT FEES											
PROJECT: 2022 STREET & UTILITY IMPROVEMENTS: FINAL DESIGN & CONSTRUCTION SERVICES		Principal Engineer	Senior Project Engineer	Engineering Technician	Construction Observer	Electrical Specialist	Communications Specialist	GIS Specialist	Survey Manager / L.S.	Surveying Technician	Survey Crew (1-man)	Clerical	Totals
CONSULTANT: BOLTON & MENK, INC.		\$190,00	\$155,00	\$115,00	\$146,00	\$150,00	\$102,00	\$126,00	\$175,00	\$106,00	\$160,00	\$94,00	
AVERAGE RATE:													
4.0	FINAL DESIGN & BIDDING												
4.1	Utility Engineering and Design	\$1,900.00	\$4,650.00	\$6,900.00	\$8,760.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,710.00
4.2	Roadway Engineering and Design	\$1,900.00	\$4,650.00	\$6,900.00	\$8,760.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,210.00
4.3	Plan Set Production	\$0.00	\$0.00	\$9,200.00	\$5,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,040.00
4.4	Field Visits	\$0.00	\$620.00	\$0.00	\$584.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,804.00
4.5	Private Utility Coordination	\$760.00	\$3,100.00	\$0.00	\$2,920.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,780.00
4.6	Construction Quantities and Cost Estimates	\$760.00	\$3,100.00	\$2,300.00	\$2,920.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,380.00
4.7	Construction Specifications	\$760.00	\$3,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,880.00	\$5,740.00
4.8	Permit Applications	\$380.00	\$1,860.00	\$0.00	\$1,752.00	\$0.00	\$0.00	\$480.00	\$0.00	\$0.00	\$0.00	\$376.00	\$4,848.00
4.9	Bidding Assistance, Addenda, Award Recommendation	\$1,520.00	\$2,480.00	\$920.00	\$584.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,880.00	\$7,384.00
4.10	Final Assessment Roll Preparation	\$380.00	\$930.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,310.00
4.11	QA / QC	\$7,600.00	\$6,200.00	\$0.00	\$0.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,400.00
4.12	Project Meetings (City Staff - 2), 1 Neighborhood Meeting, Public Communication	\$6,080.00	\$9,920.00	\$0.00	\$3,504.00	\$0.00	\$2,448.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,504.00	\$23,456.00
4.13	City Council Meeting (2 meetings)	\$1,900.00	\$1,550.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,450.00
	SUBTOTAL FEES: TASK 4	\$23,940.00	\$42,160.00	\$26,220.00	\$35,624.00	\$3,000.00	\$2,448.00	\$480.00	\$0.00	\$0.00	\$0.00	\$5,640.00	\$139,512.00
5.0	CONSTRUCTION SERVICES												
5.1	Construction Phase Startup (Precon, Resident Coordination, Contractor Coordination, etc.)	\$1,520.00	\$2,480.00	\$0.00	\$5,840.00	\$0.00	\$2,040.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,880.00
5.2	Construction Administration (20 weeks @ 10 hrs/week)	\$7,600.00	\$31,000.00	\$0.00	\$0.00	\$0.00	\$10,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,760.00	\$52,560.00
5.3	Construction Observation (20 weeks @ 30 hrs/week)	\$0.00	\$0.00	\$0.00	\$87,600.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$89,100.00
5.4	Construction Staking	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,400.00	\$1,272.00	\$9,600.00	\$0.00	\$12,272.00
5.5	Record Drawings	\$380.00	\$1,240.00	\$0.00	\$5,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,460.00
5.6	Project Closeout, Punch List	\$1,900.00	\$6,200.00	\$0.00	\$8,760.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,360.00
5.7	GIS Integration	\$0.00	\$620.00	\$0.00	\$1,168.00	\$0.00	\$0.00	\$960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,748.00
	SUBTOTAL FEES: TASK 5	\$11,400.00	\$41,540.00	\$0.00	\$109,208.00	\$3,000.00	\$12,240.00	\$960.00	\$1,400.00	\$1,272.00	\$9,600.00	\$3,760.00	\$194,380.00
	TOTAL FEES	\$35,340.00	\$83,700.00	\$26,220.00	\$144,832.00	\$6,000.00	\$14,688.00	\$1,440.00	\$1,400.00	\$1,272.00	\$9,600.00	\$9,400.00	\$333,892.00



**Public Hearing
Adopt Assessment Roll
2021 Miscellaneous Special Assessments**

Proposed Action.

Staff recommends that the Council approve the following motion: Move that Council adopt Resolution 2021-066, Resolution for Adoption of Assessment Roll, 2021 Miscellaneous Special Assessments.

Overview:

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

Primary Issues to Consider:

Timeline Schedule:

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

Supporting Information:

- Multi-year comparison of assessments
- Information on Special Assessments
- Notice of assessment hearing and statement of assessment
- Exhibit A (Assessment Roll)
- Sample Notice
- Resolution 2021-066

Nick Bishop, CPA
Finance Director

Primary Issues to Consider:

- Assessment items
Refer to attached Exhibit A. Assessments that have been paid by certified checks, money orders, cash or credit cards since publication and mailing of the assessment statements have been notated on Exhibit A.
- Appeal process
If residents have not waived their rights to appeal, they are given the opportunity to approach Council during the public hearing. Standard appeal forms have been available at City Hall and are available at the public hearing. All owners wishing to appeal their assessment must complete an appeal form and present it to the Council prior to the close of the hearing. All appeal forms must be completed and signed by the property owner.
- Owner appeals/staff recommendations (To date, our office has not received any appeals)

Supporting Information:

The following chart is a ten year comparison of total amounts to be assessed, utility amounts to be assessed and the percentage of utility bills.

<u>YEAR</u>	<u>TOTAL ASSESSMENT</u>	<u>UTILITY BILLS</u>
2021	\$75,882.54	\$57,426.04 (76%)
2020	\$78,278.08	\$64,016.95 (82%)
2019	\$90,999.83	\$84,378.27 (93%)
2018	\$98,361.77	\$78,979.51 (80%)
2017	\$92,240.58	\$86,465.44 (94%)
2016	\$ 99,275.72	\$92,077.27 (93%)
2015	\$116,796.43	\$89,616.82 (77%)
2014	\$127,348.75	\$91,995.60 (72%)
2013	\$100,849.73	\$94,559.25 (93%)
2012	\$117,755.55	\$101,956.45 (87%)
2011	\$135,312.56	\$111,703.34 (83%)

2021 INFORMATION ON SPECIAL ASSESSMENTS

HOW ARE SPECIAL ASSESSMENTS PAID?

1. Assessments not paid prior to December 1, 2021, will be automatically included with real estate taxes payable beginning in 2022. The actual terms of financing are set by the City Council at the Public Hearing. The interest rate is proposed to be 5%.
2. The assessment can be paid off in full or in any amount but not less than the lesser of 100.00 or 25% of the assessment. The procedure and deadline for payments will be as follows:
 - October 20, 2021 to November 19, 2021 - 30 day interest free period.
 - During this period, the owner may pay all or part of the total, interest free.
 - Partial payments are allowed in any amount not less than the lesser of \$100.00 or 25% of the assessment.

November 20, 2021 to November 30, 2021 -interest accrues from date of adoption on any payment made during this time.

- After the 30-day period, the total may be paid with interest prorated from the date of adoption, October 19, 2021, to the date of payment, until November 30, 2021.
- Partial payments of not less than the lesser of \$100.00 or 25% are still accepted, although interest charges will apply to the payment.

December 1, 2021 – assessments are certified to Hennepin County.

- Payments can no longer be accepted by the City of Hopkins.
- On December 1, 2021 the assessments are certified to Hennepin County for collection with the property taxes payable beginning in 2022 for a term of one year.
- 14 months of interest is added to the assessments certified to the property taxes payable in 2022.

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

SPECIAL ASSESSMENT DEFERMENTS

The City Council may in its discretion, defer payment of special assessments upon request. The assessment must be for a permanent improvement. The property must be homesteaded by the property owner. Also the property owner must be 65 years of age or older or retired by virtue of a permanent and total disability. The income is not to exceed \$39,931 as of January 1, 2021. Income verification is required. An appeal is not required to take advantage of this program.

WHERE CAN ADDITIONAL INFORMATION CONCERNING SPECIAL ASSESSMENT BE OBTAINED?

Resident may call or email the Special Assessment Technician.
Phone: 952-548-6310
Email: mortiz@hopkinsmn.com



CITY OF HOPKINS
Hennepin County, Minnesota
NOTICE OF ASSESSMENT HEARING
2021 MISCELLANEOUS ASSESSMENTS

NOTICE IS HEREBY GIVEN that the City Council of Hopkins, Minnesota, will meet in the Council Chambers of the Hopkins City Hall, 1010 1st Street South, Hopkins, Minnesota on Tuesday, October 19th, 2021 at 7:00 p.m., to pass upon the proposed special assessments for the costs of delinquent utility bills, for delinquent invoices, and for delinquent citations, all more particularly described in Exhibit A hereto attached and hereby made a part hereof. The total amount of the proposed assessments is \$77,123.83 as of September 21st, 2021. The area to be assessed includes properties throughout the entire City of Hopkins.

Questions or comments related to the public hearing may be emailed to nbishop@hopkinsmn.com, made by phone at (952)548-6330 or mailed to 1010 First Street South, Hopkins, MN 55343. Comments submitted through these methods must be received by 12:00 p.m. on Tuesday, October 19, 2021 at noon in order to be considered during the hearing. Please note that any emails, letters and attachments you send to the City are likely considered public information and the City staff may use them in staff reports that go to the City Council.

The proposed assessment roll is on file with the City Clerk and is available for review. Property Owners may present their objections to proposed special assessments at this hearing either orally or in writing. The Council will consider those objections. No appeal may be taken as to the amount of any assessment adopted unless a written objection signed by the property owner is filed with the City Clerk prior to the assessment hearing or presented to the presiding officer at the hearing. Appeal forms are available by contacting the Special Assessment Clerk's office (952)548-6310 or mortiz@hopkinsmn.com.

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

Under provisions of Minnesota Statutes Section 435.193 to 435.195 and Hopkins Ordinances Sections 2-117 to 2-120 the City may, in its discretion, defer the payment of this special assessment for any homestead property owner by a person 65 years of age or older or retired by virtue of a permanent and total disability for whom it would be a hardship to make the payments. When a deferment of the special assessment has been granted and is terminated for any reason provided in that law and Ordinance, all amounts accumulated plus applicable interest become due. The procedures to apply for such deferment are available from the Assessment Clerk.

The following information shall also apply:

1. The property owner shall have the right to prepay the entire assessment. Your assessment may be paid without interest from October 19, 2021 to November 19, 2021, to the Special Assessment Clerk at City Hall, 1010 1st Street South, Hopkins, Minnesota. You may at any time thereafter and **prior to November 30, 2021**, pay to the Special Assessment Clerk the entire amount of the assessment remaining unpaid, with interest accrued from November 20, 2021 to the date in which such payment is made. Such payment must be made **prior to November 30, 2021** or interest will be charged through December 31 of the succeeding year.

2. Partial prepayments of the total assessment have been authorized by Ordinance. An owner may pre-pay any amount of the assessment but not less than the lesser of \$100.00 or 25% of the assessment, with interest accrued to the payment date, except that no interest shall be charged if such partial payment is made by November 19, 2021. Partial prepayments can only be made **prior to November 30, 2021**. Such partial payment should be made to the Special Assessment Clerk at City Hall, 1010 1st Street S, Hopkins, Minnesota 55343.

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

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

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

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

Publish: Hopkins Sun Sailor, September 30, 2021
Dated: September 21st, 2021

EXHIBIT A

PID NUMBER	SERVICE ADDRESS	ASSESSMENT
DELINQUENT UTILITY BILLS - Payable in 1 year @ 5% interest		
1311722210023	4 1/2 EAST ST ALBANS RD	184.79 PAID 10/13/21
1311722330014	705-707 ROBINWOOD LA	1,637.23
1311722420041	707 DRILLANE RD S	1,130.95
1911721130068	912 ABBIE LA	270.88
1911721230040	310 HERMAN TER	175.84
1911721240018	402 MONROE PL	3,230.59
1911721240048	225 VAN BUREN AVE N	1,038.38
1911721240094	401-403 MONROE PL	2,278.46
1911721340021	30 HARRISON AVE S	1,665.05
1911721340026	50 HARRISON AVE S	944.51
1911721340100	146 VAN BUREN AVE S	530.96 PAID 9/23/21
1911721340125	145 HARRISON AVE S	254.59
1911721340137	125 VAN BUREN AVE S	791.14
1911721440038	100 OAKWOOD RD	1,400.00
1911721440063	200 INTERLACHEN RD	1,151.36
2011721320026	1 HAWTHORNE RD	879.09
2011721330049	150 MEADOWBROOK RD	174.71
2311722140014	350 18TH AVE N	1,843.75
2311722140020	300 18TH AVE N	231.24 PAID 10/5/21
2311722140025	317 19TH AVE N	1,084.79
2311722140034	330 19TH AVE N	808.34
2311722140089	245 20TH AVE N	294.30 PAID 10/14/21
2311722140100	210 18TH AVE N	719.55
2311722140112	257 19TH AVE N	154.68
2311722140125	221 18TH AVE N	188.93
2311722410150	24 17TH AVE N	959.51
2311722440007	122 19TH AVE S	959.03
2311722440043	35 18TH AVE S	932.09
2311722440047	11 18TH AVE S	824.18
2411722130036	226 6TH AVE N	988.08
2411722140093	202 WASHINGTON AVE N	593.75
2411722220028	414 15TH AVE N	2,084.17
2411722230029	301 17TH AVE N	1,275.01
2411722230049	213 17TH AVE N	631.47
2411722230071	225 16TH AVE N	522.55
2411722230073	233 16TH AVE N	769.27
2411722230119	333-335 15TH AVE N	159.69
2411722230152	246 14TH AVE N	1,859.86
2411722240013	201 10TH AVE N	800.75
2411722240045	245 11TH AVE N	1,138.70
2411722240066	237 12TH AVE N	205.43
2411722240075	210 12TH AVE N	1,117.92
2411722310072	126 11TH AVE N	924.33
2411722320029	114 16TH AVE N	337.17
2411722320057	9 17TH AVE N	187.44
2411722320103	13 15TH AVE N	316.38
2411722420062	30 8TH AVE N	1,339.29
2411722420066	801 MAINSTREET	388.45
2411722420068	809 MAINSTREET	488.72
2411722430043	65 7TH AVE S	336.31

2411722430044	53 7TH AVE S	844.49
2411722430100	802 MAINSTREET	292.45
2511722130005	516 5TH AVE S	1,176.76
2511722130022	604 5TH AVE S	236.54
2511722130051	529 7TH AVE S	374.78
2511722130082	606 6TH AVE S	1,574.95
2511722130095	633 7TH AVE S	1,310.52
2511722130106	601 7TH AVE S	681.66
2511722140040	533 EAST PARK VALLEY DR	962.79
2511722140049	625 EAST PARK VALLEY DR	1,105.91
2511722140070	638 EAST PARK VALLEY DR	1,082.83
2511722140093	630 WEST PARK VALLEY DR	404.15
2511722420005	733 7TH AVE S	364.57
2511722420013	722 8TH AVE S	533.92
2511722420037	723 6TH AVE S	1,126.72
2511722420037	721 6TH AVE S	1,104.81
2511722420089	729 9TH AVE S	979.86
2511722420096	735 9TH AVE S	1,305.96

DELINQUENT INVOICES - Payable in 1 year @ 5% interest

2311722440047	11 18TH AVE S	328.43
2411722140093	202 WASHINGTON AVE N	332.15
2411722420090	106 8TH AVE N	331.92
2511722130082	606 6TH AVE S	331.92
2511722420037	721-723 6TH AVE S	254.41
2511722430151	940 WESTBROOKE WAY #5	192.67

DELINQUENT CITATIONS - Payable in 1 year @ 5% interest

1911721240094	401-403 MONROE PL	2,530.00
2411722240066	237 12TH AVE N	695.00
2411722330003	1416 MAINSTREET	7,580.00
2411722330003	1410 MAINSTREET	3,160.00
2411722420066	801 MAINSTREET	1,900.00
2511722130082	606 6TH AVE S	820.00

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss

Karen Nelson being duly sworn on an oath, states or affirms that he/she is the Publisher's Designated Agent of the newspaper(s) known as:

SS St Louis Park_Hopkins

with the known office of issue being located in the county of:

HENNEPIN

with additional circulation in the counties of:

HENNEPIN

and has full knowledge of the facts stated below:

(A) The newspaper has complied with all of the requirements constituting qualification as a qualified newspaper as provided by Minn. Stat. §331A.02.

(B) This Public Notice was printed and published in said newspaper(s) once each week, for 1 successive week(s); the first insertion being on 09/30/2021 and the last insertion being on 09/30/2021.

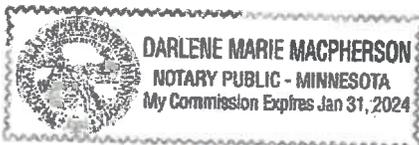
MORTGAGE FORECLOSURE NOTICES

Pursuant to Minnesota Stat. §580.033 relating to the publication of mortgage foreclosure notices: The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

By: Karen Nelson
Designated Agent

Subscribed and sworn to or affirmed before me on 09/30/2021 by Karen Nelson.

Darlene M MacPherson
Notary Public



Rate Information:

(1) Lowest classified rate paid by commercial users for comparable space:

\$68.50 per column inch

Ad ID 1170626

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA
NOTICE OF ASSESSMENT HEARING
2021 MISCELLANEOUS ASSESSMENTS**

NOTICE IS HEREBY GIVEN that the City Council of Hopkins, Minnesota, will meet in the Council Chambers of the Hopkins City Hall, 1010 1st Street South, Hopkins, Minnesota on Tuesday, October 19th, 2021 at 7:00 p.m., to pass upon the proposed special assessments for the costs of delinquent utility bills, for delinquent Invoices, and for delinquent citations, all more particularly described in Exhibit A hereto attached and hereby made a part hereof. The total amount of the proposed assessments is \$77,123.83 as of September 21st, 2021. The area to be assessed includes properties throughout the entire City of Hopkins.

Questions or comments related to the public hearing may be emailed to nbishop@hopkinsmn.com, made by phone at (952)-548-6330 or mailed to 1010 First Street South, Hopkins, MN 55343. Comments submitted through these methods must be received by Tuesday, October 19, 2021 at noon in order to be considered during the hearing. Please note that any emails, letters and attachments you send to the City are likely considered public information and the City staff may use them in staff reports that go to the City Council.

EXHIBIT A

PID NUMBER	SERVICE ADDRESS	ASSESSMENT
DELINQUENT UTILITY BILLS-Payable in 1 year @ 5% interest		
1311722210023	4 1/2 EAST ST ALBANS RD	184.79
1311722330014	705-707 ROBINWOOD LA	1,637.23
1311722420041	707 DRILLANE RD S	1,130.95
1911721130068	912 ABBIE LANE	270.88
1911721230040	310 HERMAN TER	175.84
1911721240018	402 MONROE PL	3,230.59
1911721240048	225 VAN BUREN AVE N	1,038.38
1911721240094	401-403 MONROE PL	2,278.46
1911721340021	30 HARRISON AVE S	1,665.05
1911721340026	50 HARRISON AVE S	944.51
1911721340100	146 VAN BUREN AVE S	530.98
1911721340125	145 HARRISON AVE S	254.59
1911721340137	125 VAN BUREN AVE S	791.14
1911721440038	100 OAKWOOD RD	1,400.00
1911721440083	200 INTERLACHEN RD	1,151.36
2011721320026	1 HAWTHORNE RD	879.09
2011721330049	150 MEADOWBROOK RD	174.71
2311722140014	350 18TH AVE N	1,843.75
2311722140020	300 18TH AVE N	231.24
2311722140025	317 19TH AVE N	1,084.79
2311722140034	330 19TH AVE N	808.34
2311722140089	245 20TH AVE N	294.30
2311722140100	210 18TH AVE N	719.55
2311722140112	257 19TH AVE N	154.68
2311722140125	221 18TH AVE N	188.93
2311722410150	24 17TH AVE N	959.51
2311722440007	122 19TH AVE S	959.03
2311722440043	35 18TH AVE S	932.09
2311722440047	11 18TH AVE S	824.18
2411722130036	226 6TH AVE N	988.08
2411722140093	202 WASHINGTON AVE N	593.75
2411722220028	414 15TH AVE N	2,084.17
2411722230029	301 17TH AVE N	1,275.01
2411722230049	213 17TH AVE N	631.47
2411722230071	225 16TH AVE N	522.55
2411722230073	233 16TH AVE N	769.27
2411722230119	333-335 15TH AVE N	159.89
2411722230152	246 14TH AVE N	1,859.86
2411722240013	201 10TH AVE N	800.75
2411722240045	245 11TH AVE N	1,138.70
2411722240066	237 12TH AVE N	205.43
2411722240075	210 12TH AVE N	1,117.92
2411722310072	126 11TH AVE N	924.33
2411722320029	114 16TH AVE N	337.17
2411722320057	9 17TH AVE N	187.44
2411722320103	13 15TH AVE N	316.38
2411722420062	30 8TH AVE N	1,339.29
2411722420066	801 MAINSTREET	388.45
2411722420068	809 MAINSTREET	488.72
2411722430043	65 7TH AVE S	336.31
2411722430044	53 7TH AVE S	844.49
2411722430100	802 MAINSTREET	292.45
2511722130005	516 5TH AVE S	1,176.76
2511722130022	604 5TH AVE S	236.54
2511722130051	529 7TH AVE S	374.78
2511722130082	606 8TH AVE S	1,574.95
2511722130095	633 7TH AVE S	1,310.52
2511722130106	601 7TH AVE S	681.66
2511722140040	533 EAST PARK VALLEY DR	962.79
2511722140049	625 EAST PARK VALLEY DR	1,105.91
2511722140070	638 EAST PARK VALLEY DR	1,082.83
2511722140093	630 WEST PARK VALLEY DR	404.15
2511722420005	733 7TH AVE S	364.57

2511722420013	722 8TH AVE S	533.92
2511722420037	723 6TH AVE S	1,126.72
2511722420037	721 6TH AVE S	1,104.81
2511722420089	729 9TH AVE S	979.86
2511722420096	735 9TH AVE S	1,305.86

DELINQUENT INVOICES - Payable in 1 year @ 5% interest		
2311722440047	11 18TH AVE S	328.43
2411722140093	202 WASHINGTON AVE N	332.15
2411722420090	108 8TH AVE N	331.92
2511722130082	606 6TH AVE S	331.92
2511722420037	721-723 6TH AVE S	254.41
2511722430151	940 WESTBROOKE WAY #5	192.67

DELINQUENT CITATIONS - Payable in 1 year @ 5% interest		
1911721240094	401-403 MONROE PL	2,530.00
2411722240066	237 12TH AVE N	695.00
2411722330003	1416 MAINSTREET	7,580.00
2411722330003	1410 MAINSTREET	3,160.00
2411722420066	801 MAINSTREET	1,900.00
2511722130082	606 6TH AVE S	820.00

The proposed assessment roll is on file with the City Clerk and is available for review. Property Owners may present their objections to proposed special assessments at this hearing either orally or in writing. The Council will consider those objections. No appeal may be taken as to the amount of any assessment adopted unless a written objection signed by the property owner is filed with the City Clerk prior to the assessment hearing or presented to the presiding officer at the hearing. Appeal forms are available by contacting the Special Assessment Clerk's office 952-548-6310 or mortiz@hopkinsmn.com.

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

Under provisions of Minnesota Statutes Section 435.193 to 435.195 and Hopkins Ordinances 2-117 to 2-120 the City may, in its discretion, defer the payment of this special assessment for any homestead property owner by a person 65 years of age or older or retired by virtue of a permanent and total disability for whom it would be a hardship to make the payments. When a deferment of the special assessment has been granted and is terminated for any reason provided in that law and Ordinance, all amounts accumulated plus applicable interest become due. The procedures to apply for such deferment are available from the Assessment Clerk.

The following information shall also apply:

1. The property owner shall have the right to prepay the entire assessment. Your assessment may be paid without interest from October 19, 2021 to November 19, 2021, to the Special Assessment Clerk at City Hall, 1010 1st Street South, Hopkins, Minnesota. You may at any time thereafter and prior to **November 30, 2021**, pay to the Special Assessment Clerk the entire amount of the assessment remaining unpaid, with interest accrued from November 20, 2021 to the date in which such payment is made. Such payment must be made **prior to November 30, 2021** or interest will be charged through December 31 of the succeeding year.

2. Partial prepayments of the total assessment have been authorized by Ordinance. An owner may pre-pay any amount of the assessment but not less than the lesser of \$100.00 or 25% of the assessment, with interest accrued to the payment date, except that no interest shall be charged if such partial payment is made by November 19, 2021. Partial prepayments can only be made **prior to November 30, 2021**. Such partial payment should be made to the Special Assessment Clerk at City Hall, 1010 1st Street S, Hopkins, Minnesota 55343.

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

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

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

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

Published in the
Sun Sailor
September 30, 2021
1170626



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

DELINQUENT ACCT #00XXXX-000

OWNER_NAME
OWNER_NAME_2
OWNER_MAILING_ADDRESS
OWNER_CITY_STATE_ZIP

RE: PID #XX-XXX-XX-XX-XXXX – SERVICE_ADDRESS

THIS IS THE ONLY STATEMENT YOU WILL RECEIVE

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

Invoice Amount:	\$0.00
Service Charge:	<u>\$0.00</u>
TOTAL ASSESSMENT:	\$0.00 @ 5% interest payable in 1 year

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

NOTE -- Objections to this assessment will be accepted until the close of the Assessment Hearing. Assessment hearing appeal forms are available by contacting the Special Assessment Clerk’s office (952)548-6310 or mortiz@hopkinsmn.com. **Absolutely** no objections (oral or in writing) to any part of this assessment statement will be accepted by the Assessment Clerk or the Hopkins City Council after the close of the Assessment Hearing. Even though appeals are due by October 19, 2021, the City Clerk strongly recommends appeals be submitted by October 14, 2021.

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

Assessment Payment for: **DELINQUENT UTILITY BILL** ACCT # 00XXXX-000

PID # XXXXXXXXXXXXXXXX TOTAL ASSESSMENT: \$0.00

TOTAL PAYMENT ENCLOSED - \$ _____

INTEREST CHARGES WILL APPLY ON ANY PAYMENTS MADE AFTER NOVEMBER 19, 2021. PAYMENTS MUST BE MADE TO THE CITY OF HOPKINS PRIOR TO NOVEMBER 30, 2021. ANY BALANCE REMAINING ON NOVEMBER 30, 2021 WILL BE CERTIFIED TO HENNEPIN COUNTY FOR COLLECTION WITH THE 2022 PROPERTY TAXES.

PLEASE NOTE: THE DEADLINE FOR REMAINING BALANCES IS NOVEMBER 30, 2021. CITY HALL WILL BE CLOSED FOR THANKSGIVING HOLIDAY NOVEMBER 25-26, 2021.

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2021-066

**RESOLUTION FOR HEARING ON PROPOSED ASSESSMENTS
2021 MISCELLANEOUS SPECIAL ASSESSMENTS**

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

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Hopkins hereby:

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such assessments shall be payable in equal, annual installments extending over the periods of years set forth in Exhibit A, the first of the installments to be payable on or after the first Monday in January of 2022. Any deferred installments shall bear interest at the rate set forth in said Exhibit A from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from October 19, 2021, until December 31, 2022. To each subsequent installment when due shall be added interest for one year on all unpaid installments.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole or a partial payment of any amount of the assessment but not less than the lesser of \$100.00 or 25% of the assessment on such property, with interest accrued to the date of payment, to the city treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and he/she may, at any time thereafter, pay to the city treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made prior to November 30 or interest will be charged through December 31 of the next succeeding year.
4. It is hereby declared to be the intention of the Council to reimburse itself in the future for the portion of the cost of this improvement paid for from municipal funds by levying additional assessments, on notice and hearing as provided for the assessments herein made, upon any properties abutting on the improvement, when changed conditions relating to such properties make such assessment feasible.
5. To the extent that this improvement benefits nonabutting properties which may be served by the improvement when one or more later extensions or improvements are made, but which are not herein assessed, therefore, it is hereby declared to be the

intention of the Council, as authorized by Minnesota Statutes 420.051, to reimburse the City by adding any portion of the cost so paid to the assessments levied for any such later extension or improvements.

6. The clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County, and such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the City Council of the City of Hopkins this 19th day of October, 2021.

By: _____
Jason Gadd, Mayor

ATTEST:

Amy Domeier, City Clerk



CITY OF HOPKINS

Memorandum

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

From: Scott Riggs, City Attorney

Date: October 19, 2021

Subject: First reading of Ordinance 2021-1173 Amending the Hopkins City Code
Related to Reasonable Accommodations

Purpose

In compliance with the Federal Fair Housing Act of 1988, the City is expected to provide reasonable accommodations to persons with a disability, as defined by Federal law, regarding the application of zoning and other city regulations in regard to providing fair housing. Staff has worked with the City Attorney to draft an ordinance which could be adopted by the City Council and implemented should the city receive a request for accommodations to zoning, land use or any other standards that relate to fair housing.

Background and History

In 1988 the Federal Fair Housing Act established a requirement that municipalities provide a reasonable accommodation in the application of zoning and other regulations for qualified persons with disabilities seeking fair and equal access to housing. This can be understood as flexibility in city regulations such as zoning, land use, or other policies which may include the modification or waiver of certain rules to eliminate barriers to fair housing.

Staff and the City Attorney have developed a policy which outlines a process for the City to abide by this Federal regulation. The full policy is included as an attachment to this item. In summary, the policy allows a Qualified Person such as a person with a disability or their representative to seek a reasonable accommodation from the city's appointed Accommodations Specialist. A decision to approve or deny the accommodation would be made by the Accommodations Specialist based on the following items:

- (1) Special need created by the disability;
- (2) Potential benefit that can be accomplished by the requested accommodation;
- (3) Need for the requested accommodation, including alternatives that may provide an equivalent level of benefit;
- (4) Physical attributes of and any proposed changes to the subject property and structures;
- (5) Potential impact on surrounding uses;
- (6) Whether the requested accommodation would constitute a fundamental alteration of the zoning regulations, policies, or procedures of the city, and/or nature of the area in which the accommodation is being requested;

- (7) Whether the requested accommodation would impose an undue financial or administrative burden on the city;
- (8) Whether the requested accommodation is likely to have any negative impacts on the health, safety, or general welfare of members of the community, and
- (9) Any other factor that may be determined to have a bearing on the request.

Should the Qualified Person, or any interested party, be interested in appealing the decision an appeal should be submitted within 30 days and should be acted on by the City Council.

If the ordinance is approved, PeggySue Imihy Bean will be appointed to serve as the Accommodations Specialist by the City Manager per the ordinance.

Next Steps

1. **Vote to approve the first reading of Ordinance 2021-1173.** By approving the first reading of this ordinance, this application to establish a reasonable accommodations ordinance will move forward for a second reading and formal approval at the November 3, 2021, City Council Meeting.
2. **Vote to deny the first reading of Ordinance 2021-1173.** By voting to deny the first reading of this ordinance, this application to establish a reasonable accommodations ordinance will not move forward for second reading and formal approval at the November 3, 2021, City Council Meeting and the city will not have a reasonable accommodations ordinance in accordance with the Federal Fair Housing Act of 1988. Should the City Council consider this option, it must also identify specific findings that support this alternative.
3. **Continue for further information.** This item should be continued if the City Council finds that further information is needed.

CITY OF HOPKINS
Hennepin County, Minnesota

Ordinance No. 2021-1173

**An Ordinance Adding Hopkins City Code, Chapter 1, Section 1-21, Related to the Establishment of
a Process to Consider Reasonable Accommodation Requests**

The City of Hopkins does hereby ordain:

Section 1. The Hopkins City Code is hereby amended by adding the following Section 1-21 to Chapter 1:

Sec. 1-21. Reasonable Accommodation Requests.

(a) *Purpose.* It is the policy of the city, pursuant to the Federal Fair Housing Amendments Act of 1988 to provide reasonable accommodation in the application of zoning and other regulations for qualified persons with disabilities seeking fair and equal access to housing. Reasonable Accommodation means providing a qualified person with flexibility in the application of land use, zoning and other regulations or policies (including the modification or waiver of certain requirements), when it is necessary to eliminate barriers to fair housing opportunities. The purpose of this article is to establish a process for making and acting upon requests for reasonable accommodation.

(b) *Definitions.*

Accommodation Specialist: City staff appointed by the city manager or their designee to coordinate and administer the reasonable accommodation process outlined in Hopkins City Code Section 1-21.

Qualified Person: any individual with a disability, their representative, or a developer or provider of housing for an individual with a disability.

Disability: those disabilities which are recognized under applicable federal law.

Reasonable Accommodation: process by which the city may provide a qualified person flexibility in the application of land use, zoning, or other regulations.

(c) *Initiation of Reasonable Accommodation Request.* Any qualified person who requests a reasonable accommodation in the form of modification in the application of a zoning or other regulation which may act as a barrier to fair housing opportunities due to the disability of existing or proposed residents, may do so on an application form provided by the city's Accommodation Specialist. The application shall include a detailed explanation of why the accommodation is reasonably necessary to make the specific housing available to the person(s), including information establishing that the applicant is disabled under applicable laws, as well as other information required by the Accommodation Specialist to make the determination. If the project for which the request is being made also requires an additional land use review or approval, the applicant shall file the request concurrently with the land use review.

(d) *Accommodation Specialist; Required Findings.* The Accommodation Specialist, in consultation with other appropriate city staff, shall have the authority to consider and act on requests for reasonable accommodation. The Accommodation Specialist shall issue a written decision in which the request is approved, approved subject to conditions, or denied. In making the decision as to whether an accommodation is reasonable, the following factors shall be considered:

- (1) Special need created by the disability;
- (2) Potential benefit that can be accomplished by the requested accommodation;
- (3) Need for the requested accommodation, including alternatives that may provide an equivalent level of benefit;
- (4) Physical attributes of and any proposed changes to the subject property and structures;
- (5) Potential impact on surrounding uses;
- (6) Whether the requested accommodation would constitute a fundamental alteration of the zoning regulations, policies, or procedures of the city, and/or nature of the area in which the accommodation is being requested;
- (7) Whether the requested accommodation would impose an undue financial or administrative burden on the city;
- (8) Whether the requested accommodation is likely to have any negative impacts on the health, safety, or general welfare of members of the community, and
- (9) Any other factor that may be determined to have a bearing on the request.

Any approval issued under this section may include such reasonable conditions that the Accommodation Specialist deems necessary to mitigate any adverse impacts that the granting of such reasonable accommodation may produce or amplify.

(e) *Notice of Decision.* The written decision of the Accommodation Specialist shall be mailed to the applicant within five business days of such decision being made. All written decisions shall give notice of the right to appeal a decision of the Accommodation Specialist pursuant to Section 1-21. The decision of the Accommodation Specialist shall constitute the final decision of the city, unless appealed according to the procedures and within the time limits provided in Section 1-21. Only the aggrieved applicant of the written reasonable accommodation determination has a right to appeal the decision.

A reasonable accommodation approved under this section shall become effective on the first calendar day following expiration of the right to appeal.

(f) *Applicability.* Any approved request shall constitute a limited license which shall allow the property owner or occupant to continue to rely upon such accommodation only so long as they own or occupy the property. Approval of a reasonable accommodation does not constitute a property right, does not run with the land, and does not provide future owners or occupants any rights to rely upon such accommodation approvals. Only the person who applied for such reasonable accommodation, and who is specifically named in the city's approval of such accommodation, shall be entitled to the benefits and protections thereof. The holder of an approved reasonable accommodation license hereunder shall, on or before January 1st of each year, provide the city with an updated affirmation that the reasonable accommodation is still necessary. In the event that the Accommodations Specialist has reasonable cause to believe that the factors supporting the original approval of a reasonable accommodation have changed, the Accommodation Specialist may request additional information from the license holder. Failure to annually reaffirm the need for the reasonable accommodation, or failure to provide information reasonably requested by the Accommodation Specialist shall result in automatic termination of the reasonable accommodation upon written notice by the Accommodation Specialist.

(g) *Conditions and Guarantees.* Prior to the issuance of any permits relative to an approved reasonable accommodation request, the Accommodation Specialist may require the applicant to record a covenant acknowledging and agreeing to comply with the terms and conditions established in the determination.

(f) *Appeals.* Any decision reached by the Accommodation Specialist pursuant to Section 1-21 shall be subject to appeal to the City Council by those persons with a right to appeal as provided herein. All

appeals shall be initiated by submitting a notice of appeal, in writing, to the Accommodation Specialist within 30 days of the date upon which the decision was made. Upon notice of appeal, the city manager or their designee shall present such appeal to the City Council for action within 30 days. The Accommodation Specialist shall also serve notice of such appeal on all parties entitled to receive notice of a decision issued under Section 1-21. Following a hearing on such appeal, the City Council shall issue its findings, in writing, within 30 days.

Section 2. The effective date of this ordinance shall be the date of publication.

First Reading: _____
Second Reading: _____
Date of Publication _____
Date Ordinance Takes Effect: _____

Jason Gadd, Mayor

Date

ATTEST:

Amy Domeier, City Clerk

PRELIMINARY DEVELOPMENT AGREEMENT – 325 BLAKE ROAD

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Preliminary Development Agreement between the City of Hopkins, Minnehaha Creek Watershed District and Alatus Development LLC.

With this motion, the agreement will be executed.

Overview

The Minnehaha Creek Watershed District (MCWD) owns a 16.84 acre parcel of land at 325 Blake Road. The MCWD purchased the property as a key parcel in the restoration of the Minnehaha Creek greenway and for its potential for a transit-oriented development.

The City of Hopkins has been working with the MCWD and Alatus Development on a redevelopment plan for 325 Blake Road site since Alatus was selected as the preferred developer by both the City and MCWD in July. The plan, as proposed, is a mixed-use development with approximately 798 housing units including apartments, senior cooperative units and townhomes. The plans also call for approximately 17,000 sf of retail/commercial space.

The three parties, the City of Hopkins, MCWD and Alatus, have agreed on the terms of a Preliminary Development Agreement that will outline the roles, rights and obligations of each party as the final development plan is refined and brought forward for land use approvals.

Primary Issues to Consider

- What are the terms of the Preliminary Development Agreement?

Supporting Information

- Preliminary Development Agreement - 325 Blake Road Project

Kersten Elverum
 Director of Planning & Development

Financial Impact: \$__0_____ Budgeted: Y/N ____ Source: _____

Related Documents (CIP, ERP, etc.): _____

Analysis of the Issues

- **What are the terms of the Preliminary Development Agreement?**

The following is a summary of the proposed Preliminary Development Agreement between the City, MCWD and Alatus:

Exclusive Rights. The agreement gives Alatus exclusive rights to negotiate a purchase agreement and work through the entitlement and due diligence process for period of one year from the date of a purchase agreement. The purchase agreement is being actively worked on by the MCWD and Alatus.

Coordination. The agreement incorporates the conditions of the Cooperative Agreement between the City and MCWD and commits all parties to consult with each other on key decisions and keep each other informed on the status of key milestones.

Public Realm Improvements. The agreement acknowledges the importance of the public realm to the MCWD and requires the approval of MCWD of the final plans for the public realm which may not diminish the benefits realized in the concept plan and includes all necessary stormwater improvements that allow the MCWD to meet their established treatment goals.

Purchase Agreement Terms. The parties agree that the purchase price of the property will be \$11,250,000 and paid in two phases: \$8 million for the first phase and the balance for the second. It establishes maximum closing dates for each phase. It also outlines the terms of a reciprocal easement and operating agreement(s) (REOA) including the obligation of the developer, and potentially the City, for the maintenance and operation of the private commercial components of the development, the road network and other public realm improvements. It also requires the developer to provide various easements at no cost to the MCWD.

Alternatives

The City Council has the following options regarding this item:

- Elect to approve the agreement as proposed.
- Modify the agreement and approve.
- Elect not to enter into a preliminary development agreement with MCWD and Alatus at this time.

PRELIMINARY DEVELOPMENT AGREEMENT

THIS PRELIMINARY DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of _____, 2021, by and among the **City of Hopkins, Minnesota**, a Minnesota municipal corporation (the "City"), **Minnehaha Creek Watershed District**, a watershed district with purposes and powers as set forth at Minnesota Statutes Chapters 103B and 103D ("MCWD"), and **Alatus Development LLC**, a Minnesota limited liability company ("Developer").

RECITALS:

A. MCWD currently owns that certain 16.84-acre parcel of land located at 325 Blake Road (the "Site"). MCWD acquired the Site as a key element in the restoration of the Minnehaha Creek greenway and in a spirit of collaboration with the City in light of the Site's potential to integrate a restored Minnehaha Creek and become a transit-oriented, mixed-use development near a future station of the Southwest Light Rail Transit line.

B. MCWD and the City are parties to that certain Cooperative Agreement for the Coordinated Planning, Improvements and Development for 325 Blake Road dated September 15, 2020 (the "Cooperative Agreement"), as set forth on Exhibit A attached hereto, pursuant to which MCWD and the City desire to coordinate their policies, planning, and development process for the Site in order to maximize project success in achieving the mutual goals described in the Cooperative Agreement.

C. Pursuant to the Cooperative Agreement, MCWD and the City have selected Developer as the preferred private developer for the Redevelopment Project. Attached hereto as Exhibit B is Developer's concept site plan for the Redevelopment Project, which has been presented for preliminary review by the City planning commission and City Council ("Concept Plan")

D. As more particularly described in the Cooperative Agreement, it is anticipated that MCWD will (i) retain approximately 4.0 acres of the Site to treat polluted stormwater that flows into the Minnehaha Creek from the surrounding area and otherwise provide watershed improvements (the "Watershed Project") and (ii) sell the remainder of the Site (the "Redevelopment Site") to Developer to be developed as a two-phase new mixed-used, transit-oriented neighborhood (the "Redevelopment Project", and together with the Watershed Project, collectively, the "Project").

E. MCWD and Developer are currently negotiating a definitive purchase agreement pursuant to which MCWD, as seller, and Developer, as purchaser, will sell and purchase the Redevelopment Site for Developer's development and construction of the Redevelopment Project (the "Purchase Agreement").

F. The City and Developer are currently parties to that certain Predevelopment Agreement, dated July 20, 2021 which outlines certain rights, responsibilities, and expectations of the City and Developer related to the Redevelopment Project (the "City Predevelopment Agreement")

G. The parties desire to enter into this agreement to outline the parties' respective expectations, rights, and obligations regarding the Redevelopment Site and to provide for further investigation and refinement of a final development plan (developed through the City's land use approval process) for the Redevelopment Project (the "Final Development Plan"), and in particular refinement, mutual agreement, and final determination of that portion of the Final Development Plan pertaining to the design, location, layout and maintenance of the stormwater-related improvements and amenities designed for the treatment of storm water located on the Redevelopment Site, their connections to and integration with the Watershed Project, and other open areas on the Redevelopment Site preserved for recreation and enjoyment by the general public (collectively, the "Public Realm").

AGREEMENT:

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the parties hereinafter expressed, it is hereby agreed as follows:

1. Undertaking and Exclusive Rights. In consideration of the time, effort and expenses to be incurred by Developer in pursuing the Redevelopment Project, (a) MCWD hereby agrees that for a reasonable period of time after mutual execution of this Agreement, Developer will have the exclusive right to negotiate the terms of the Purchase Agreement, containing the key terms described in Section 4 below and (b) notwithstanding anything to the contrary in the City Predevelopment Agreement, the City hereby agrees that during the negotiation of the Purchase Agreement and for a period of at least twelve (12) months after any mutual execution of the Purchase Agreement, Developer will have the exclusive right to make specific proposals and negotiate the terms of land use entitlements and site plan approvals for the Final Development Plan, and definitive development contracts with the City for the development of Redevelopment Site and financial assistance for such Redevelopment Project (the "Final Development Contracts").

2. Cooperative Agreement; Coordination. Subject to the terms and conditions of this Agreement, the Cooperative Agreement and its terms, conditions and requirements for the processes, events, and milestones contemplated to occur after the selection of the preferred developer and the execution of this Agreement, are hereby incorporated into this Agreement. In accordance with the processes generally described in the Cooperative Agreement, each party will agree to consult with the other parties for input on all key decisions for the development parameters and Final Development Plan, as well as a coordinated community engagement, and communications strategy to supplement the City's development review process as set forth in Exhibit C. Furthermore, each party will agree to keep the other parties informed about the status of key milestones for the Project, including, without limitation, negotiation of the Purchase Agreement, the REOA, the Final Development Contracts, the status of and changes to the proposed Final Development Plan and the status of the City entitlement approval process.

3. Redevelopment Project: Public Realm.

(a) General Intent. The parties acknowledge and agree that it is the parties' collective intent that the Redevelopment Project will consist of the redevelopment of the Redevelopment Site in a manner consistent in all material respects with the Concept Plan.

(b) Public Realm. The parties acknowledge and agree that (i) the Public Realm is an essential element of the Redevelopment Project; (ii) MCWD has a unique and particular interest in the final design and plan for the Public Realm; and (iii) MCWD is entering into this Agreement and is willing to negotiate the Purchase Agreement upon the terms described herein in good faith in material reliance on the covenants and undertakings of the other parties hereto with respect to the Public Realm. Accordingly, the City and Developer shall obtain MCWD's written approval of the final design of the Public Realm and its connection to the Watershed Project, which approval shall occur as part of the land use application process and is currently anticipated to occur as part of MCWD's Board meeting on November 4, 2021. MCWD will not unreasonably withhold such approval so long as the design, scope, scale, and investment for the final Public Realm (A) is not materially diminished from the design, scope, scale, and investment of the Public Realm described and/or depicted in the Concept Plan, (B) includes all necessary stormwater management improvements and facilities within the Redevelopment Site to compensate for any impacts the Redevelopment Project has on the regional stormwater system to be located on the entire Site, such that the entire Site's regional stormwater management capacity is not reduced by the Redevelopment Project (e.g., improvements as part of the Public Realm to pump excess regional stormwater volume from the Watershed Project to the Redevelopment Site and new stormwater channels and infiltration systems on the

Redevelopment Site for onsite management and treatment of such excess regional stormwater volume), and (C) includes final civil design with grading plans that demonstrate the feasibility of the Redevelopment Project, the Public Realm, and the Watershed Project to manage and treat at least the volume of regional stormwater currently planned to be managed on the entire Site. MCWD shall have the right to review and confirm conformance with the Concept Plan as part of the City application process for land use approvals including replatting and rezoning.

4. Purchase Agreement; Acknowledgment of Purchase Price. Within a reasonable period of time, MCWD and Developer shall negotiate in good faith to reach agreement on a definitive Purchase Agreement. The City hereby acknowledges that MCWD relied on Developer's pledge to pay the Purchase Price (set forth below) as a condition to MCWD's consent to selection of Developer. The City agrees to include the Purchase Price within its financial analysis of Developer's proposal. The parties agree that the Purchase Agreement shall include, without limitation, the following key terms and conditions:

(a) The Redevelopment Site may be acquired by Developer in up to two phases (each a "Phase" and, collectively, the "Phases"). The first Phase to be acquired by Developer shall include approximately 70% of the Redevelopment Site (the "Phase I Land") and the second Phase shall include the remaining balance of the Redevelopment Site (the "Phase II Land").

(b) Purchase price of **\$11,250,000** ("Purchase Price") for the entire Redevelopment Site, which may be allocated in reasonably proportional manner based on acreage of the two (2) Phases, provided the purchase price for the Phase I Land must be **\$8,000,000** and **\$3,250,000** for the Phase II Land (unless such amounts are adjusted in the Purchase Agreement by mutual agreement of Developer and MCWD) The parties will acknowledge and agree that the foregoing purchase prices are reasonable market values for the Redevelopment Site.

(c) Closing on the Phase I Land must occur by June 30, 2023 closing on the Phase II Land must occur by December 31, 2024.

(d) Developer, as buyer, will have at least a twelve (12) month due diligence and contingency period for obtaining land use entitlements and financing for the Phase I Land closing.

(e) The obligations of MCWD, as seller, under the Purchase Agreement shall be conditioned upon:

(i) MCWD's approval of the Final Development Plan as it relates to the Public Realm.

(ii) Execution by Developer and City of the approved Final Development Contracts.

(iii) MCWD, Developer, and, if applicable, the City shall enter into a mutually acceptable reciprocal easement and operating agreement or other easement agreements (the "REOA") to include, without limitation, the following key terms:

(A) Developer and/or City responsibility for maintenance and operation of the private commercial components of the Redevelopment Project, interior Redevelopment Project road network, and other Public Realm improvements, with such costs being allocated to and among Developer, the City and/or any other owners of the private commercial components of the Redevelopment Project;

(B) perpetual easements in favor of MCWD for access to the Watershed Project over, across and through a portion of the Redevelopment Site at no cost to MCWD;

(C) temporary construction easements in favor of MCWD over all or part of the Redevelopment Site as necessary for MCWD to complete the Watershed Project at no cost to MCWD;

(D) perpetual public access easements and perpetual stormwater management and drainage easements, in each case, over the applicable Public Realm elements and at no cost to MCWD;

(E) Developer responsibility for maintenance and operation of Public Realm water management features consistent with the Watershed Project and stormwater BMPs; and

(F) any MCWD maintenance responsibility related to Site being limited to the Watershed Project.

5. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, assigns and transferees.

6. Notices. Each notification required by this Agreement must be made to the project representative. The project representatives of the parties are:

MCWD:

Michael Hayman, Project Planning Manager
Minnehaha Creek Watershed District
15320 Minnetonka Boulevard
Minnetonka, MN 55345
Email: mhayman@minnehahacreek.org

City:

Kersten Elverum, Director of Development and Planning
City of Hopkins
1010 1st Street South
Hopkins, MN 55343
Email: kolverum@hopkinsmn.com

Developer:

Alatus Development LLC
IDS Center
80 South 8th Street, Suite 4155
Minneapolis, MN 55402

Attn: Robert Lux
Email: rlux@alatusllc.com

Contact information will be kept current. Contact information may be changed by a party by written notification to the other parties.

7. Amendments. An amendment to this Agreement must be in writing and will not be effective until it has been approved and executed by the parties. A party to this Agreement may not assign or transfer any right or obligation hereunder without an assignment agreement executed by the parties and the assignee.

8. Term, Termination. Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated as follows: (1) the parties, by mutual written agreement, may terminate this Agreement at any time; (2) the parties may terminate this Agreement in the event of a breach of the Agreement by another party, upon providing 30 days' written notice to the party, unless such breach is cured before the expiration of said 30-day period.

9. Compliance with Laws. The parties shall exercise reasonable care to comply with applicable federal, state, and local laws, rules, ordinances, and regulations in effect as of the date of this Agreement.

10. Compliance with the Minnesota Government Data Practices Act. Data provided, produced, or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. The parties shall immediately report to the other party any requests from third parties for information relating to this Agreement. The parties agree to promptly respond to inquiries from the other party concerning data requests.

11. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of Minnesota. Any disputes, controversies, or claims arising under this Agreement shall be heard in the state or federal courts of Minnesota and the parties waive any objections to jurisdiction.

12. Non-Assignment. This Agreement may not be assigned by any party without the prior written consent of the other parties.

13. Survivability. The provisions of this Agreement concerning Indemnification, Compliance with Laws, Compliance with the Minnesota Government Data Practices Act, Audit, Choice of Law and Venue shall survive the expiration or termination of this Agreement.

14. Severability. The provisions of this Agreement shall be severable. If any portion of this Agreement is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of the Agreement.

15. Waiver. Any waiver by any party of a breach of any provision of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

16. Counterparts. This Agreement may be executed in one or more counterparts or in multiple originals, either one of which is as valid as the other and when taken together shall constitute one agreement.

[Remainder of Page Intentionally Left Blank. Signature Pages Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

MCWD:

Minnehaha Creek Watershed District,
a watershed district with purposes and powers as set forth at Minnesota Statutes Chapters 103B and 103D

By: _____
Name Sherry Davis White
Its: President

DEVELOPER:

Alatus Development LLC,
a Minnesota limited liability company

By: _____
Name: _____
Its: _____

CITY:

City of Hopkins, Minnesota
a Minnesota municipal corporation

By: _____
Name: Jason Gadd
Its: Mayor

By: _____
Name: Michael Mornson
Its: City Manager

Exhibit A

Cooperative Agreement

for the

Coordinated Planning, Improvements and Development for 325 Blake Road

September 15, 2020

This Agreement is made by and between the Minnehaha Creek Watershed District, a watershed district with purposes and powers as set forth at Minnesota Statutes Chapters 103B and 103D ("MCWD"), and the City of Hopkins, a statutory city and political subdivision of the State of Minnesota ("City") (together, the "Parties").

Recitals

- A. MCWD acquired 325 Blake Road, a parcel in the City which was home to a large cold storage warehouse, in 2011 as a key element in the restoration of the Minnehaha Creek Greenway. MCWD acquired the Site in a spirit of collaboration with the City in light of its potential to integrate a restored Minnehaha Creek and become a transit-oriented, mixed-use development near a future station of the Southwest Light Rail Transit line.
- B. MCWD and the City share a vision of the Site as a catalytic opportunity for public and private investment.
- C. MCWD and the City share a commitment to guiding principles for the restoration and redevelopment of 325 Blake Road ("Site"):
 - 1. Creative design approach: Recognizing that the size and location of this property make it a unique development opportunity within a fully urbanized area, pursue a creative approach to design that is thoughtful of the environment, the social relationships between residents and the larger community, and brings something vibrant and new.
 - 2. Transit Oriented Development: Embrace elements of Transit Oriented Development (TOD) based on its proximity to the Blake Road LRT Station, the adjacent Green Line Extension, and connections to trail systems. Consider recreational and commercial amenities within the vicinity of the Site. TOD densities, parking ratios and shared parking within the Site are encouraged, as well as other transit-supportive uses such as jobs and neighborhood-serving retail.
 - 3. Water focused approach: Feature Minnehaha Creek, the Minnehaha Creek Greenway, and storm water management elements as central to the identity and orientation of the Site.
 - 4. Sustainability: Incorporate sustainable development components, such as construction materials and techniques, water and energy efficiency, renewable energy, waste management, and sustainability education elements.

5. Open design: Provide open design that establishes inviting views of Minnehaha Creek and allows for public access into the Site so that Minnehaha Creek becomes a community amenity. The design should permit easy access to and throughout the Site by pedestrians and bicyclists, while maintaining safety for all residents and users of the property.
6. Connections: Enhance physical and visual connections along and across Blake Road and to the Minnehaha Creek Greenway, Cedar Lake LRT Regional Trail, Blake Road LRT Station and Cottageville Park. Buildings should have minimal setbacks from Blake Road and an active first floor to enhance the pedestrian experience. The southwest corner of the Site is a key location due to its proximity to the Blake Road LRT Station, and development should embrace the prominence of this portion of the Site when looking at design and land use.
7. Inclusion. The site is located in a very economically and culturally diverse neighborhood with a significant number of naturally-occurring affordable housing units. It is a goal to embrace that diversity and develop the site in a way that is equitable, seeks to honor and preserve the existing community and does not aim to gentrify the neighborhood.
8. Housing mix: Consider a variety of housing types, including ownership and rental for people at a mix of income levels and household sizes. All efforts should be made to mix the affordable units with the market rate units. If financial barriers prevent that, Site design should encourage interaction between buildings via shared common areas and amenity spaces throughout the Site. Because a majority of Hopkins housing units today are rental, the City is very interested in homeownership opportunities, especially for low and moderate income households.

D. MCWD and the City wish to coordinate their policies, planning, and development process in order to maximize project success in achieving these mutual goals, and hereby enter into this Agreement to coordinate this work, and to commit their board of managers and council members to involvement in this process to completion with frequent open communication.

1. Subject Property

MCWD currently owns the 17-acre parcel at the Site and plans to retain a minimum of four acres to treat polluted stormwater that flows into the creek from approximately 270 acres of surrounding area and to restore more than 1,000 feet of creek frontage. The remaining 13 acres will be sold to transform the rest of the Site into a transit-oriented neighborhood. MCWD will be willing to explore other configurations that may result in it retaining up to six acres for its public purposes. With its ongoing ownership in a significant portion of the Site, MCWD will be actively involved in the design of the future development in order to assure that MCWD's public purposes for its portion of the Site will be served.

2. Commitments to Coordination

MCWD and the City commit their council members, managers and respective staffs to open and frequent communication in order to assure the success of this process to complete a project that serves their shared goals and the guiding principles. MCWD and the City commit to the following structure to promote sound coordination:

- a. Liaisons
 - i. The City will appoint two council members and MCWD will appoint two managers to serve as project Liaisons. The Liaisons will meet on an established schedule, approximately every six weeks.
 - ii. The Liaisons will make recommendations to the City Council and Board of Managers at key milestones for the project as established by a development decision matrix (Matrix, attached to and a part of this Agreement as Exhibit A) and schedule prepared by the Staff Coordination Team and approved by the Liaisons.

- b. City Council, Board of Managers
 - i. The City Council and Board of Managers will consider recommendations from the Liaisons and determine their concurrence at the major milestones identified in the Matrix.

- c. Staff Coordination Team
 - i. The Staff Coordination Team will be composed of MCWD's planning - project planning manager, a planner - project manager, and appropriate staff and consultants, and the City's development director, community development coordinator, and appropriate staff and consultants. Developer representatives will serve on the Staff Coordination Team once a developer team is selected.
 - ii. The Staff Coordination Team will meet weekly on an established schedule, as needed.

3. Community Engagement

The Parties agree to establish a Community Engagement Plan to provide for continued community engagement in this project. The Parties agree that implementation of this Community Engagement Plan will seek continued understanding of and engagement with the project among residents, businesses and agencies with local and regional interest in the project to provide feedback that informs the development. The Community Engagement Plan will be guided by these key principles:

- a. reflect the watershed and community wide impact of the Site;
- b. be early and meaningful;
- c. represent different stakeholder groups with an interest in the Site; and
- d. utilize remote access tools to protect health and allow broader participation during the COVID-19 pandemic.

The Staff Coordination Team will prepare a draft framework for the Community Engagement Plan to be reviewed by the Staff Coordination Team and the Liaisons and approved by the City Manager and the Board of Managers no later than the completion of the Developer Selection process described in Section

5, and a complete Community Engagement Plan for their review and approval as soon as reasonably feasible thereafter.

4. Communications

The Parties agree to establish a Communications Plan in order to assure orderly and transparent communications between the Parties, agency partners, community stakeholders, and the general public about the development process at the Site. The Staff Coordination Team will prepare a draft framework for the Communications Plan to be reviewed by the Staff Coordination Team and the Liaisons and approved by the City Manager and the Board of Managers no later than the completion of the Developer Selection process described in Section 5, and a complete Communications Plan for their review and approval as soon as reasonably feasible thereafter.

5. Developer Selection

The developer selection process will include the following elements:

- a. Attached to and a part of this Agreement as Exhibit B is the Vision Document to express the Parties' vision for a successful development at the Site and to guide developers in generating proposals.
- b. Financial Framework Dynamic Evaluation
 - i. MCWD and its consultants will prepare a dynamic evaluation of the financial framework for the project. This evaluation will be based on explicit assumptions and/or alternative assumptions so that the Parties may align their understanding of the key financial elements of the project, including such items as land sale price, tax increment financing, and other development parameters. It will also allow developers to prepare proposals in response to clear financial expectations and parameters.
 - ii. This Financial Framework Dynamic Evaluation will be reviewed by the Staff Coordination Team and presented to the Liaisons, and Board of Managers.
- c. Feasibility Milestone
 - i. The completed Financial Framework Dynamic Evaluation will serve as the basis for the Feasibility Milestone, wherein the Parties will determine to move forward with the developer selection process as described below. The Staff Coordination Team will present a recommendation to the Liaisons, who will in turn present a recommendation to the City Manager and Board of Managers concerning whether to proceed to invite developers to make proposals. Upon a favorable determination by the Board of Managers and the City Manager, the Staff Coordination Team will initiate the developer selection process as described below.
- d. Invitations to Selected Developers

- i. The Staff Coordination Team will prepare, and the MCWD will post an open invitation to developers to submit a brief letter of interest in pursuing development of the Site.
 - ii. In addition to the open invitation for letters of interest, the Staff Coordination Team will prepare a list of qualified and experienced developers with a demonstrated record of successful projects indicating an ability to meet the Parties' development objectives. The Staff Coordination Team will contact the developers on this list and invite them to submit letters of interest. The Staff Coordination Team will review the letters of interest received and prepare a list of developers to be invited to continue with the developer selection process as set forth below.
 - iii. The Liaisons will review this list for recommendation to the City Manager and Board of Managers. The list will be reviewed and confirmed with or without modifications by the City Manager and Board of Managers.
 - iv. The Staff Coordination Team will invite the developers on this approved list to meet with the Staff Coordination Team to review the Site, Vision, and development parameters.
 - v. Following these meetings, the Staff Coordination Team will issue an invitation to these developers to prepare and submit proposals.
- e. Developer Submissions
 - i. The Staff Coordination Team will review the developers' initial submissions/proposals to generate comments or requests for clarifications. These comments and/or requests will be provided to the developers to allow them to prepare refined, final proposals. These final proposals will be reviewed by the Review Committee as provided below.
- f. Review Committee
 - i. The Review Committee will have five members: the four Liaison members, plus one additional MCWD manager.
 - ii. The Review Committee will hold interviews to consider the developers' final submissions/proposals, with the assistance and participation of the Staff Coordination Team.
 - iii. Following the interviews, the Review Committee will work to build consensus on a finalist list of the best development partner to achieve the Vision, vote on a recommended finalist list of developers, and refer that recommendation to the City Council and MCWD Board of Managers.
- g. Upon the Review Committee's determination of a finalist list of developers, the Staff Coordination Team will facilitate tours for the City Council and Board of Managers of those developers' representative projects.
- h. Following the tours, the MCWD Board of Managers and the City Council will hold a joint meeting for the purpose of conducting interviews of the finalist developers and

discussing these interviews. Thereafter the Board of Managers and the City Council will vote to select a developer. If the Board of Managers and City Council do not concur in the recommendation, the matter will be referred back to the Review Committee for further consideration.

6. Development Agreement Process

- a. Preliminary Development Agreement
 - i. The City, MCWD and selected developer will negotiate a preliminary development agreement to assure the developer of the terms and conditions of exclusive rights to negotiate a final development agreement for the Site.
 - ii. This preliminary development agreement will define a process to define the partnership, roles, and process to develop and refine concepts for the Site, and to provide for further investigation and refinement of a final development plan.
 - iii. The Staff Coordination Team will prepare the preliminary development agreement for review by the Liaisons and their recommendation for approval with or without modification to the MCWD Board of Managers and the City Council.

- b. Final Development Agreement
 - i. Upon the completion of a proposed final development plan, the Staff Coordination Team will present the plan to the Liaisons for their review and recommendation for approval with or without modification to the MCWD Board of Managers and the City Council.
 - ii. Upon approval by the MCWD Board of Managers and the City Council of the final development plan, the City and developer will proceed to negotiate and execute a final development agreement.

7. Development Parameters

The Parties commit to an open and transparent decision-making process for key development parameters to be discussed and determined, and therefore agree to the following process to address the development parameters identified in this Section and described in more detail in Exhibit C to this Agreement. In cases where the City has responsibility to make decisions for a development parameter, the City agrees to consult MCWD for its input through the Staff Coordination team and Liaisons. In cases where MCWD has responsibility to make decisions for a development parameter, MCWD agrees to consult the City for its input through the Staff Coordination team and Liaisons.

- a. Access
- b. Road Infrastructure
- c. Utilities
- d. Stormwater and Open Space
- e. Land Use
- f. Density
- g. Parking
- h. Sustainability

- i. Housing Affordability
- j. Tax Increment Finance
- k. Third Party Grants

8. Land use approvals

- a. The Parties anticipate that the development of the Site will require City Site Plan Review, Zoning District Change to Mixed Use, Planned Unit Development, and Subdivision Approval. The City agrees to keep MCWD informed about these approval processes, and to consult MCWD for its input through the Staff Coordination team and Liaisons.
- b. MCWD agrees to obtain all necessary land use approvals for the stormwater facility.

9. Open Space, Park Dedication [application of Sec. 100-33 of City Code]

- a. The MCWD agrees to work with the selected developer to set aside and dedicate a minimum of 13% of the Site to the general public as park dedication, open space, trails and wetlands.
- b. The City shall apply its park dedication requirement set forth in the City of Hopkins City Code and applicable Minnesota statutes to any development proposal for the Site, including the City's discretion to waive or reduce the requirement.
- c. The City acknowledges that the Financial Framework Dynamic Evaluation described in Section 5 will include analysis of the park dedication fee and the considerations set forth in this Section in order to assist the Feasibility Milestone analysis.

10. Sale of property

MCWD will negotiate a purchase agreement with the selected developer on terms compatible with the final development plan. MCWD agrees to keep the City informed about this negotiation and to consult the City for its input through the Staff Coordination Team and Liaisons.

11. General Terms

- a. Dispute Resolution
 - i. The MCWD and the City commit through this Agreement to frequent and open communication and collaborative efforts to deliver a successful project that meets the goals of the Vision and the guiding principles set forth at the beginning of this Agreement. The Parties commit their representatives on the Staff Coordination Team, Liaisons, and City Council and Board of Managers to work to resolve any issues, concerns or disputes as soon as possible.
 - ii. In the event that the Staff Coordination Team has an issue, concern or dispute that it cannot resolve, either the City or MCWD representatives may request that the matter be addressed by the Liaisons. The Liaisons shall meet and work to resolve the matter within ten calendar days of the date of the request.
 - iii. If the Liaisons are unable to resolve the matter within ten calendar days of the date of the request, the Liaisons shall notify the City Council and MCWD Board

of Managers of the matter and efforts to resolve it. The City Council and MCWD Board of Managers shall convene a joint meeting within thirty calendar days of the notification from the Liaisons in order to resolve the matter.

- iv. If the joint meeting of the City Council and MCWD Board of Managers fails to resolve the matter, all further work on the project shall conclude, and either party may pursue any further remedies as provided in this Agreement.

b. Remedies

Notwithstanding anything to the contrary in this Agreement, each party is responsible for its own acts and omissions, and the results thereof, to the extent authorized by law and will not be responsible for the acts and omissions of the other party or the results thereof. Minnesota Statutes chapter 466 and other applicable law govern liability of the City and the District. Nothing in this Agreement constitutes a waiver or limitation of any immunity or limitation on liability to which the City or District is entitled under Minnesota Statutes Chapter 466 or otherwise. This Agreement creates no right in any third party; waives no immunity, defense or liability limit with respect to any third party or the other party to this Agreement; and creates no relationship of third-party beneficiary, principal and agent, partnership, or joint venture as between the City and District. Only contractual remedies are available for the failure of a party to fulfill the terms of this Agreement.

c. Indemnification

The MCWD, and any and all officers, employees, subcontractors, agents, or any other person engaged by the MCWD in the performance of work or services pursuant to this Agreement, shall indemnify, defend, and hold harmless the City and its officials, employees, contractors and agents from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by the MCWD, its officers, employees, subcontractors, agents, or any other person engaged by the MCWD in the performance of work or services pursuant to this Agreement. The City, and any and all officers, employees, subcontractors, agents, or any other person engaged by the City in the performance of work or services pursuant to this Agreement, shall indemnify, defend, and hold harmless the MCWD and its officials, employees, contractors and agents from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by the City, its officers, employees, subcontractors, agents, or any other person engaged by the City in the performance of work or services pursuant to this Agreement. In no event shall either party be liable to the other party for consequential, incidental, indirect, special, or punitive damages.

d. Force Majeure

Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform the work or services under this Agreement due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible, including acts of God or nature, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

e. Notifications and contacts

Each notification required by this Agreement must be made to the project representative. The project representatives of the parties are:

Michael Hayman, Project Planning Manager
Minnehaha Creek Watershed District 15320
Minnetonka Boulevard
Minnetonka, MNN 55345
952-471-0590
mhayman@minnehahacreek.org

Kersten Elverum, Director of Development and Planning
City of Hopkins
1010 I5¹ Street South
Hopkins, MN 55343
952-548-6340
kolverum@hopkinsmn.com

Contact information will be kept current. Either contact may be changed by a party by written notification to the other party.

f. Amendments

An amendment to this Agreement must be in writing and will not be effective until it has been approved and executed by the Parties. A party to this Agreement may not assign or transfer any right or obligation hereunder without an assignment agreement executed by the Parties and the assignee.

g. Term, Termination

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated as follows: (1) the parties, by mutual written agreement, may terminate this Agreement at any time; (2) the parties may terminate this Agreement in the event of a breach of the Agreement by the other party, upon providing 30 days' written notice to the party.

h. Entire Agreement and Modification

This Agreement shall constitute the entire agreement between the City and the MCWD. This Agreement supersedes any other written or oral agreements between the City and the MCWD. This Agreement can only be modified in writing signed by the City and the MCWD.

i. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be an original and shall constitute one and the same Agreement.

j. Third Party Rights

The City and the MCWD do not intend to confer on any third party any rights under this Agreement.

k. Compliance with Laws

The City and the MCWD shall exercise reasonable care to comply with applicable federal, state, and local laws, rules, ordinances, and regulations in effect as of the date of this Agreement.

- I. Compliance with the Minnesota Government Data Practices Act
Data provided, produced, or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. The parties shall immediately report to the other party any requests from third parties for information relating to this Agreement. The parties agree to promptly respond to inquiries from the other party concerning data requests.
- m. Audit
Each party must allow the other party, or its duly authorized agents, and the state auditor or legislative auditor reasonable access to the other party's books, records, documents, and accounting procedures and practices that are pertinent to this Agreement for a minimum of six years from the termination of this Agreement.
- n. Choice of Law and Venue
This Agreement shall be governed by and construed in accordance with the laws of Minnesota. Any disputes, controversies, or claims arising under this Agreement shall be heard in the state or federal courts of Minnesota and the parties waive any objections to jurisdiction.
- o. Non-Assignment
This Agreement may not be assigned by either party without the prior written consent of the other party.
- p. Non-Discrimination
The parties agree not to discriminate in executing the provisions under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion.
- q. Survivability
The provisions of this Agreement concerning Indemnification, Compliance with Laws, Compliance with the Minnesota Government Data Practices Act, Audit, Choice of Law and Venue shall survive the expiration or termination of this Agreement.
- r. Severability
The provisions of this Agreement shall be severable. If any portion of this Agreement is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of the Agreement.
- s. Waiver
Any waiver by either party of a breach of any provision of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

IN TESTIMONY WHEREOF the parties have executed this Agreement by their authorized officers.

MINNEHAHA CREEK WATERSHED DISTRICT



Sherry Davis White, President

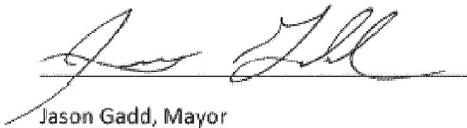
Date: *October 24, 2020*

Approved for Form and Execution:



MCWD Counsel

CITY of HOPKINS



Jason Gadd, Mayor

Date: *9/16/20*



Michael Mornson, City Manager

Date: .

Exhibit C

Development Review Process

Item	Submittal Date	Actions/Decisions	Notes
Community engagement	Kicked off with online survey of concept plan review in July	Select consultant to lead engagement. Community engagement events in August and September.	Engagement to be led by consultant, supported by City, Alatus and MCWD
EAW	EAW initiated July 29	July 27: Notification to Planning Commission August 2: Notification to City Council September 28: Submittal to EQB October 5: EQB Monitor Publication November 4: 30 Day Comment Deadline November 23: Planning Commission December 7: City Council action December 14: EQB Submittal December 20: EQB Publication	Alatus to hire consultant to prepare EAW, with the City and MCWD to provide assistance with information. City is the RGU for submittal to EQB and consideration of the negative declaration.
Consensus around Final Development Plan		Liaison and MCWD approval	Consensus to occur prior to the October 22 submittal date for land use entitlements
Land Use: Concept Plan Review	August	August 19: Neighborhood Meeting August 24: Planning Commission September 7: City Council	Neighborhood meeting to occur as part of the community engagement. Concept plan review by the Planning Commission and City Council allows the developer to get feedback, but no formal decision is made.
Land use entitlements <ul style="list-style-type: none"> • Rezoning and PUD • Preliminary Plat 	October 22	November 23: Planning Commission public hearing recommendation to City Council December 7: City Council December 21: City Council second reading for rezoning and PUD	
Financial Assistance Establish TIF District		August 17: Public hearing and City Council action on establishing TIF District 1-6 November: City Council work session to discuss application and recommendations	

Item	Submittal Date	Actions/Decisions	Notes
Application for TIF assistance Development Agreement for financial assistance		December 21: Public hearing on providing TIF; Development Agreement outlining the terms of financial assistance considered by the Hopkins Housing and Redevelopment Authority	

The timeline is provided to illustrate the sequence of the review and approval processes. The timeline may vary from what is shown based on discussions of items and issues that may need resolution prior to approval.