

HOPKINS CITY COUNCIL

AGENDA

Tuesday, May 3, 2022

7:00 pm

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

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

I. CALL TO ORDER

II. ADOPT AGENDA

III. PRESENTATIONS

1. Proclamation for Bike Month; Mornson

IV. CONSENT AGENDA

1. Minutes of the April 19, 2022 City Council Meeting Proceedings
2. Resolution to Change City Council Meeting Time; Domeier
3. Ratify Checks Issued in April 2022; Bishop

V. PUBLIC HEARING

VI. OLD BUSINESS

VII. NEW BUSINESS

1. Historical Society Update; Lenz
2. First Quarter Financial Report; Bishop
3. Debt Update; Bishop

VIII. PUBLIC COMMENT

IX. ANNOUNCEMENTS

- Next City Council Work Session: Tuesday, May 10 at 6:30 p.m.
- Next City Council Regular Meeting: Tuesday, May 17 at 7 p.m.

X. ADJOURN



CITY OF HOPKINS

Memorandum

To: Honorable Mayor and Council Members
From: Mike Mornson, City Manager
Date: May 3, 2022
Subject: Proclamation for Bike Month

May is National Bike Month, promoted by the League of American Bicyclists and celebrated in communities across the United States. National Bike Month is a chance to showcase the many benefits of bicycling and encourage more folks to give biking a try. A number of events have been scheduled during the May to celebrate bike month. In addition, staff is recommending the City proclaim May as Bike Month in Hopkins.

Hopkins & Minnetonka Bike Month Schedule of Activities

May 1 – 31: Bike Scavenger Hunt

May 4: Hopkins Activity Center Senior Bike Club Talk & Ride

- 5:30 – 7 p.m.
- Maetzold Field

May 14: Garden Kick-Off Event

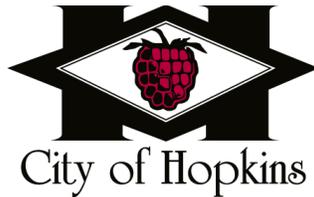
- 9 – 11 a.m.
- Valley Park Community Gardens
- \$10 bike helmet sales

May 20: Bike to Work Day Energizer Stations

- 7:30 – 9:30 a.m.
- Minnetonka (LRT Trail/Williston Overflow Lot)
- Hopkins (Maetzold Park Trail)

May 21: Hopkins Police Department Summer Safety Open House

- 11 a.m. – 2 p.m.
- Hopkins City Hall
- FREE bike tunes ups; bike safety demos by HPD bike patrol; \$10 helmet sales



A Proclamation for Bike Month

WHEREAS, the bicycle is an economical, healthy, convenient, and environmentally sound form of transportation and an excellent tool for recreation and enjoyment of Hopkins scenic beauty; and

WHEREAS, throughout the month of May 2022, the residents of Hopkins and its visitors will experience the joys of bicycling through educational opportunities, commuting events, special events, or by simply getting out and going for a ride; and

WHEREAS, Hopkins' road and trail network are attractive to pedestrians and bicyclists, providing economic, health, transportation, recreation and scenic benefits; and

WHEREAS, creating a bicycling-friendly community has been shown to improve residents' health, well-being, and quality of life, the economy, support for local businesses, improved traffic safety, increased student mobility options, and reductions of pollution, congestion, and wear and tear on our streets and roads; and

WHEREAS, cross departmental city staff, Hennepin County, the League of American Bicyclists, schools, companies and civic groups will be promoting bicycling during the month of May 2022; and

WHEREAS, these groups are also promoting greater public awareness of bicycle operation and safety education in an effort to reduce collisions, injuries, and fatalities and improve health and safety for everyone on the road; and

FURTHERMORE, let it be known that the Hopkins City Council hereby encourages its residents, businesses and institutions to use Bike Month to celebrate existing trails and commit to building out the network;

NOW THEREFORE, I, Patrick Hanlon, Mayor of the City of Hopkins in the State of Minnesota, along with my fellow Council Members, recognize, adopt and proclaim this Proclamation to support the many benefits of bicycling as a form of transportation and recreation in Hopkins, Minnesota and to encourage others to join in this special observance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Hopkins, Minnesota to be affixed this 3rd day of May in the year 2022.

Patrick Hanlon, Mayor

**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
APRIL 19, 2022**

CALL TO ORDER

Pursuant to due call and notice thereof a regular meeting of the Hopkins City Council was held on Tuesday, April 5, 2022 at 7:00 p.m. in the Council Chambers at City Hall, 1010 1st Street South.

Mayor Hanlon called the meeting to order with Council Members Balan, Beck, Garrido and Hunke attending. Others attending included City Manager Mornson, Assistant City Manager Lenz, City Clerk Domeier, Community Development Coordinator Youngquist, Director of Planning and Development Elverum and City Attorney Riggs.

ADOPT AGENDA

Motion by Balan. **Second** by Garrido.

Motion to Adopt the Agenda.

Ayes: Balan, Beck, Garrido, Hunke, Hanlon

Nays: None. Motion carried.

PRESENTATIONS

III.1. Special Event Update– Hopkins Food Truck Festival; Domeier

Forward Events LLC is holding a food truck festival on Saturday, July 23. City Clerk Domeier and event organizers shared event information.

III.2. Police Department Update; Johnson

Police Chief Johnson provided a summary of the Police Department structure, statistics, hiring, training, outreach events, community partnerships and services.

The City Council thanked the Police Department for the work they do and the services provided. Discussion was held on traffic stop statistics, racial make-up of people stopped for traffic stops, department staffing and vacancies, the cadet program, receiving annual reports on the mental health calls, implicit bias policies and a wage comparison study.

III.3. Fire Department Update; Specken

Fire Chief Specken provided a summary of the Fire Department statistics, public education, Chemical Assessment Team, hiring, training, retention, succession planning and implementation of mental health and PTSD planning, inspections, emergency management, and 2022 initiatives.

The City Council thanked the Fire Department for the work they do and services provided. Brief discussion was held regarding enhanced fire and security opportunities as more development continues.

**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
APRIL 19, 2022**

CONSENT AGENDA

Motion by Garrido. **Second** by Hunke.

Motion to Approve the Consent Agenda.

1. Minutes of the April 5, 2022 City Council Meeting Proceedings
2. Minutes of the April 12, 2022 City Council Work Session Proceedings
3. Resolution approving an application to the DEED Contamination Cleanup Grant Program for the Blake Road Station Phase B project; Youngquist
4. Resolution 2022-034 supporting Minnehaha Creek Watershed District's application for a Hennepin County Environmental Response Fund Grant for 325 Blake Road; Youngquist
5. Extension of On-Sale Liquor License for Pizza Luce VI, Inc. DBA Pizza Luce VI; Domeier

Ayes: Balan, Beck, Garrido, Hunke, Hanlon

Nays: None. Motion carried.

NEW BUSINESS

VII.1. Blake Road Station Planned Unit Development (PUD) Amendment for Site B; Lindahl

Director of Planning and Development Elverum summarized Council Report 2022-041. Trilogy Real Estate Group requested an amendment to the Blake Road Station Planned Unit Development (PUD) to include Site B. The site plan for Site B was approved during the April 5, 2022 meeting conditioned on future approval of an associated PUD amendment to incorporate Site B into the original PUD.

Mayor Hanlon requested clarification on the fair housing policy. Ms. Elverum provided more information on the process and interpretation of the policy. The proposed project does not displace any residents. Mayor Hanlon questioned the chemical levels related to Consent Agenda Item 3. Community Development Coordinator Youngquist and the developer provided additional information about the fair housing policy.

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

Motion to adopt Resolution 2022-030 approving an amendment to the Blake Road Station Planned Unit Development (PUD) Agreement incorporating Site B (PID 19-117-21-42-0046), subject to conditions.

Ayes: Balan, Beck, Garrido, Hunke, Hanlon

Nays: None. Motion carried.

VII.2. Theater Site Redevelopment; Elverum

Enclave Companies updated City Council on their redevelopment plans for the Mainstreet theater site. Enclave requested feedback on the development proposal design and the

**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
APRIL 19, 2022**

City's willingness to provide financial assistance and dedicated public ramp parking spaces.

Site Plan and Architecture Discussion: City Council preferred the proposed Option 2 including the façade materials; and supported a path by the project subject to possible resident concerns.

Parking Discussion: Council Member Balan shared concerns about the 30-year agreement with all the unknowns of traffic and parking needed for Downtown Hopkins. Council Member Beck questioned having the City issue the permits versus having an agreement in place. Assistant City Manager Lenz provided information on how the Gallery Flats permitting process works. Mr. Beck preferred reserving a number of spots per month and evaluating every couple years. The applicant was open to different options but needed to show they have the opportunity for the parking. Mayor Hanlon preferred having a higher premium for the spots. Mayor Hanlon also touched on the efforts to keep the movie theater. Council Member Hunke was hesitant on the lease option; however, the parking lot has been underutilized. He wanted the option to review the agreement on a more regular basis. Council Member Garrido agreed the parking ramp was underutilized but shared concerns about overcommitting on spaces. The developer was amenable to reviewing the leasing every five years. Ms. Lenz explained the Gallery Flats model that the parking passes are sold but do not have designated parking spots within the ramp. Mayor Hanlon preferred to lease as many spots because the ramp is currently underutilized and not focus on dedicated spots. Ms. Lenz questioned if there would be an option to move the permits to a different city lot. The developer stated it would depend on location as it may have a direct impact on leasing.

TIF Request: Stacie Kvilvang with Ehlers provided a summary of the financing request. She provided history on demolition assistance and developer's need for greater assistance. Council Member Balan agreed with the \$750,000 for demolition but was not supportive of greater financial assistance. Council Member Beck shared potential objections from residents but shared the ideas of using TIF to receive over 55 subsidized or affordable units. The developer stated that request would require for TIF. Council Member Beck did support the demolition assistance. Ms. Kvilvang touched on the financing options and the implications of requiring affordable housing. Council Member Hunke supported the funds for demolition cleanup but could not support a public purpose for the TIF or financial assistance. Mr. Beck suggested having 55+ and freezing the rent prices for a period time. The request would need to be checked against the fair housing policy. Mayor Hanlon also supported the \$750,000 in demolition but wanted a public purpose to provide additional financial assistance.

ANNOUNCEMENTS

Mayor Hanlon provided the upcoming meeting schedule.

**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
APRIL 19, 2022**

ADJOURNMENT

There being no further business to come before the City Council and upon a motion by Balan, second by Garrdio, the meeting was unanimously adjourned at 9:49 p.m.

Respectfully Submitted,
Amy Domeier, City Clerk

ATTEST:

Patrick Hanlon, Mayor

Amy Domeier, City Clerk



Resolution to Change City Council Meeting Time

Proposed Action.

Staff recommends adoption of the following motion: Move to adopt Resolution 2022-035 A Resolution to Change City Council Meeting Time.

Overview:

Regular City Council meetings have been held the first and third Tuesday of each month at 7:00 p.m. and Work Sessions the second Tuesday of each month at 6:30 p.m. Starting June 1, all regular meetings will be held the first and third Tuesday of each month starting at 6:30 p.m.

Primary Issues to Consider:

- Section 3.01 of the City Charter states that “The council shall meet at such time as may be prescribed by ordinance or resolution...”

Supporting Information:

- Resolution 2022-035

A handwritten signature in blue ink that reads "Amy Domeier".

Amy Domeier, City Clerk

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2022-035

RESOLUTION TO CHANGE CITY COUNCIL MEETING TIME

WHEREAS, the City Council of the City of Hopkins (“the City”) currently holds regular meetings the first and third Tuesdays of every month at 7:00 PM and work sessions on the second Tuesday of every month at 6:30 PM; and

WHEREAS, starting on June 1st, 2022, the Council desires to begin its regular meetings thirty minutes earlier, at 6:30 PM; and

WHEREAS, Section 3.01 of the City Charter states that “The council shall meet at such time as may be prescribed by ordinance or resolution...”; and

WHEREAS, the City does not currently have any ordinances prescribing a meeting time for the City Council.

NOW THEREFORE BE IT RESOLVED BY THE CITY, that beginning on June 1, 2022, the City Council of the City of Hopkins will begin its regular meetings at 6:30 PM on the first and third Tuesdays of every month and its work sessions at 6:30 PM on the second Tuesday of every month.

Adopted by the City Council of the City of Hopkins this 3rd day of May, 2022.

By: _____
Patrick Hanlon, Mayor

ATTEST:

Amy Domeier, City Clerk

CITY OF HOPKINS

FINANCE DEPARTMENT

MEMORANDUM

Date: April 28, 2022
To: Honorable Mayor and Members of the City Council
From: Nicholas Bishop, Finance Director
Subject: Ratify Checks Issued in April 2022

The checks issued between April 1, 2022 were number 126483 and 126788, for a total distribution of \$ 942,676.92.

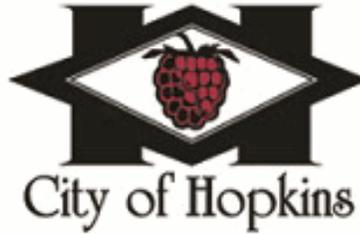
The checks issued, along with the purpose for those payments are attached for your review.

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

Accounts Payable

Checks by Date - Summary by Check Date

User: jthoennes
Printed: 4/28/2022 8:49 AM



1010 First Street South
Hopkins, MN 55343

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

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
126483	29270	A-1 OUTDOOR POWER INC	04/07/2022	0.00	505.39
126484	01328	AIRGAS USA	04/07/2022	0.00	136.84
126485	31241	AMERICAN SEWER LLC	04/07/2022	0.00	1,210.25
126486	30660	PATRICIA MAUREEN ANDERSON	04/07/2022	0.00	175.00
126487	28600	APPLE VALLEY FORD LINCOLN	04/07/2022	0.00	106.24
126488	01737	ASPEN MILLS	04/07/2022	0.00	1,735.89
126489	02047	BADGER METER INC	04/07/2022	0.00	224.34
126490	02162	BECKER ARENA PRODUCTS, INC	04/07/2022	0.00	86.90
126491	29817	GARY BINGER	04/07/2022	0.00	3,200.00
126492	14571	BLUE TARP FINANCIAL INC	04/07/2022	0.00	329.97
126493	02563	BOLTON & MENK, INC	04/07/2022	0.00	63,821.25
126494	27782	BOUND TREE MEDICAL LLC	04/07/2022	0.00	432.50
126495	29416	CDW GOVERNMENT	04/07/2022	0.00	5,468.82
126496	03160	CENTERPOINT ENERGY MINNEGASC	04/07/2022	0.00	36.57
126497	28430	CENTURY LINK	04/07/2022	0.00	686.95
126498	30127	CINTAS CORPORATION NO. 2	04/07/2022	0.00	75.40
126499	26951	COMCAST	04/07/2022	0.00	139.90
126500	26951	COMCAST	04/07/2022	0.00	14.70
126501	26951	COMCAST	04/07/2022	0.00	21.00
126502	14561	COMPASS MINERALS AMERICA	04/07/2022	0.00	8,835.56
126503	30560	COMPUTER INTEGRATION TECHNOL	04/07/2022	0.00	959.00
126504	30910	CONSTRUCTION SUPPLY ACQUISITIO	04/07/2022	0.00	162.00
126505	28747	CULLIGAN BOTTLED WATER CO	04/07/2022	0.00	184.80
126506	29731	DATA CENTER SYSTEMS INC.	04/07/2022	0.00	85.00
126507	04690	DRISKILLS FOODS	04/07/2022	0.00	110.88
126508	04690	DRISKILLS FOODS	04/07/2022	0.00	177.79
126509	05481	EMERGENCY APPARATUS MAINT INC	04/07/2022	0.00	3,767.87
126510	29070	ENGAGE PRINT INC	04/07/2022	0.00	399.00
126511	29398	ENTERPRISE FLEET MANAGEMENT	04/07/2022	0.00	2,207.93
126512	30330	FAE LSE 6 LLC	04/07/2022	0.00	3,868.57
126513	30601	FAE LSE 8 LLC	04/07/2022	0.00	3,947.54
126514	30282	FREY MANUFACTURING	04/07/2022	0.00	2,058.32
126515	07564	GOPHER STATE ONE-CALL, INC	04/07/2022	0.00	112.05
126516	29377	GRAINGER, INC	04/07/2022	0.00	104.16
126517	31143	SARA HALPERN	04/07/2022	0.00	280.00
126518	08004	HANCE HARDWARE, INC	04/07/2022	0.00	3,253.87
126519	08038	HAWKINS, INC	04/07/2022	0.00	1,139.00
126520	08166	HENNEPIN CTY TREASURER	04/07/2022	0.00	1,840.11
126521	08186	HENNEPIN CTY TREASURER	04/07/2022	0.00	27.50
126522	08243	HENNEPIN HEALTHCARE	04/07/2022	0.00	1,500.00
126523	08576	HOPKINS F.D. RELIEF ASSOC	04/07/2022	0.00	930.00
126524	09004	IAFC MEMBERSHIP RENEWAL	04/07/2022	0.00	240.00
126525	09521	INDELCO	04/07/2022	0.00	68.10
126526	09002	I-STATE TRUCK CENTER	04/07/2022	0.00	85.18
126527	30768	JAMES DUNCAN AND ASSOCIATES IN	04/07/2022	0.00	1,691.25
126528	30269	JANELLE JASPERS JONES	04/07/2022	0.00	400.00
126529	10585	JOHNSTONE SUPPLY	04/07/2022	0.00	290.96

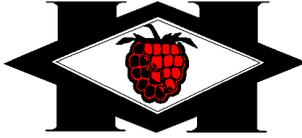
Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
126530	11013	KATH FUEL OIL SERVICE	04/07/2022	0.00	4,538.65
126531	29529	LEXISNEXIS RISK SOLUTIONS	04/07/2022	0.00	182.12
126532	29059	MANSFIELD OIL COMPANY	04/07/2022	0.00	24,191.00
126533	13047	MARCO	04/07/2022	0.00	400.00
126534	31214	MARIA MICHELE MAURER	04/07/2022	0.00	100.00
126535	31186	STEPHANIE G MCDONALD	04/07/2022	0.00	100.00
126536	30179	MEDIANEWS GROUP, INC.	04/07/2022	0.00	2,204.17
126537	13167	MENARDS	04/07/2022	0.00	130.94
126538	13172	METRO ELEVATOR, INC	04/07/2022	0.00	175.00
126539	13192	METROPOLITAN FORD	04/07/2022	0.00	125.44
126540	13275	MICRO CENTER	04/07/2022	0.00	2,209.85
126541	13525	MIDNITE MARKET	04/07/2022	0.00	90.78
126542	30363	MINNEAPOLIS OXYGEN COMPANY	04/07/2022	0.00	75.52
126543	13354	MN BENEFIT ASSOCIATION	04/07/2022	0.00	37.18
126544	13383	MN FIRE SERVICE CERT BOARD	04/07/2022	0.00	120.00
126545	28599	MN PUBLIC RADIO	04/07/2022	0.00	1,656.00
126546	13412	MN TROPHIES	04/07/2022	0.00	10.10
126547	29883	NONHOF PAINTING SOLUTIONS, LLC	04/07/2022	0.00	3,299.92
126548	30300	NORDIC SOLAR HOLDCO LLC	04/07/2022	0.00	3,661.83
126549	15441	OLSEN CHAIN AND CABLE CO INC	04/07/2022	0.00	897.20
126550	16337	PIRTEK PLYMOUTH	04/07/2022	0.00	187.78
126551	17806	QWEST CORP	04/07/2022	0.00	60.42
126552	18164	RED WING BUSINESS ADVANTAGE AC	04/07/2022	0.00	377.98
126553	08568	RESOURCE WEST	04/07/2022	0.00	23.10
126554	19004	SAMARITAN TIRE COMPANY	04/07/2022	0.00	679.42
126555	19085	SCHINDLER ELEVATOR CORP	04/07/2022	0.00	861.25
126556	28309	SCOTT COUNTY TREASURER	04/07/2022	0.00	240.00
126557	20167	TENNANT SALES & SERVICE CO	04/07/2022	0.00	580.76
126558	31243	THE GOODYEAR TIRE & RUBBER CO	04/07/2022	0.00	558.45
126559	31157	THOMPSON INSPECTIONS INC	04/07/2022	0.00	4,209.00
126560	30093	TRANSUNION RISK AND ALTERNATIV	04/07/2022	0.00	279.00
126561	03440	ULTIMATE SAFETY CONCEPTS INC	04/07/2022	0.00	625.00
126562	22002	VALLEY-RICH COMPANY, INC	04/07/2022	0.00	4,490.00
126563	29475	VERIZON WIRELESS	04/07/2022	0.00	105.03
126564	29490	VERIZON WIRELESS	04/07/2022	0.00	817.67
126565	30819	VERIZON WIRELESS	04/07/2022	0.00	360.09
126566	27900	WATER CONSERVATION SERVICES	04/07/2022	0.00	326.33
126567	25080	XCEL ENERGY	04/07/2022	0.00	398.13
126568	25080	XCEL ENERGY	04/07/2022	0.00	523.22
126569	25080	XCEL ENERGY	04/07/2022	0.00	637.04
126570	25080	XCEL ENERGY	04/07/2022	0.00	656.44
126571	25080	XCEL ENERGY	04/07/2022	0.00	851.83
126572	25080	XCEL ENERGY	04/07/2022	0.00	2,513.08
126573	25080	XCEL ENERGY	04/07/2022	0.00	81.11
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4082022	29950	CREDIT CARD - WELLS FARGO	04/08/2022	0.00	29,786.23
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				Total for 4/8/2022:	0.00 29,786.23
126574	31081	ALLEN'S SERVICE	04/14/2022	0.00	155.00
126575	28600	APPLE VALLEY FORD LINCOLN	04/14/2022	0.00	976.32
126576	02031	B & W SPECIALTY COFFEE CO	04/14/2022	0.00	729.62
126577	29512	BACHMAN'S	04/14/2022	VOID	121.98 0.00
126578	30481	BATTERIES PLUS BULBS #018	04/14/2022	0.00	72.00
126579	29300	BERGERSON-CASWELL INC	04/14/2022	0.00	30,475.00

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
126580	31246	BLAINE BROTHERS MAINTENANCE II	04/14/2022	0.00	8,616.81
126581	14571	BLUE TARP FINANCIAL INC	04/14/2022	0.00	329.97
126582	02563	BOLTON & MENK, INC	04/14/2022	0.00	70,164.96
126583	27782	BOUND TREE MEDICAL LLC	04/14/2022	0.00	1,196.98
126584	03160	CENTERPOINT ENERGY MINNEGASC	04/14/2022	0.00	17,772.32
126585	30127	CINTAS CORPORATION NO. 2	04/14/2022	0.00	234.15
126586	26951	COMCAST	04/14/2022	0.00	106.21
126587	26951	COMCAST	04/14/2022	0.00	135.97
126588	14561	COMPASS MINERALS AMERICA	04/14/2022	0.00	8,896.30
126589	03800	CULLIGAN - METRO	04/14/2022	0.00	81.50
126590	30584	DLT SOLUTIONS, LLC	04/14/2022	0.00	516.74
126591	29520	ECOLAB	04/14/2022	0.00	633.67
126592	30431	EHLERS INVESTMENT PARTNERS LLC	04/14/2022	0.00	16,811.97
126593	05481	EMERGENCY APPARATUS MAINT INC	04/14/2022	0.00	1,088.47
126594	29006	ENTERPRISE FLEET MANAGEMENT	04/14/2022	0.00	2,397.07
126595	31245	STERLING ERVIN	04/14/2022	0.00	165.00
126596	07185	GENUINE PARTS	04/14/2022	0.00	3,342.33
126597	29923	ELAINE GOEPFERT	04/14/2022	0.00	368.75
126598	07681	GRAINGER, INC	04/14/2022	0.00	22.23
126599	08000	H & L MESABI	04/14/2022	0.00	5,390.00
126600	31222	MATTHEW HEGER	04/14/2022	0.00	283.55
126601	29748	HENNEPIN COUNTY PUBLIC WORKS	04/14/2022	0.00	10,353.94
126602	08166	HENNEPIN CTY TREASURER	04/14/2022	0.00	2,097.51
126603	08223	HENNEPIN CTY TREASURER	04/14/2022	0.00	11,244.42
126604	08336	HIRSHFIELDS	04/14/2022	0.00	51.57
126605	08576	HOPKINS F.D. RELIEF ASSOC	04/14/2022	0.00	150.00
126606	08620	HOPKINS ROTARY	04/14/2022	0.00	500.00
126607	09085	ICMA - ROTH IRA - 706260	04/14/2022	0.00	1,297.40
126608	09578	INNOVATIVE OFFICE SOLUTIONS	04/14/2022	0.00	850.13
126609	30768	JAMES DUNCAN AND ASSOCIATES IN	04/14/2022	0.00	1,588.75
126610	29249	JR'S ADVANCED RECYCLERS	04/14/2022	0.00	40.00
126611	29651	LUTHY SANDBLASTING & PAINTING	04/14/2022	0.00	1,650.00
126612	29954	METRO SOUND & LIGHTING, INC.	04/14/2022	0.00	479.38
126613	13179	METROPOLITAN COUNCIL	04/14/2022	0.00	141,536.23
126614	13375	MN DEPT OF HEALTH	04/14/2022	0.00	23.00
126615	27576	MN POLLUTION CONTROL AGENCY	04/14/2022	0.00	345.00
126616	13412	MN TROPHIES	04/14/2022	0.00	727.14
126617	29753	NOVACARE REHABILITATION	04/14/2022	0.00	360.00
126618	31244	ALEX ORTBERG	04/14/2022	0.00	260.00
126619	16801	PUMP & METER SERVICE, INC	04/14/2022	0.00	154.93
126620	18164	RED WING BUSINESS ADVANTAGE AC	04/14/2022	0.00	197.99
126621	31120	REPUBLIC SERVICES INC	04/14/2022	0.00	31,675.72
126622	09084	ICMA RETIREMENT TRUST- 300824	04/14/2022	0.00	2,784.79
126623	28533	RODNEY J RODMAN	04/14/2022	0.00	1,200.00
126624	29143	SHRED IT USA	04/14/2022	0.00	135.55
126625	19567	SOUTHWEST SUB CABLE COMM	04/14/2022	0.00	3,576.00
126626	30495	SPEEDWAY LLC	04/14/2022	0.00	30.00
126627	29200	SPRINGBROOK SOFTWARE INC	04/14/2022	0.00	1,285.50
126628	19602	SPS COMPANIES INC	04/14/2022	0.00	23.21
126629	19719	STONEBROOKE EQUIPMENT	04/14/2022	0.00	2,301.55
126630	19777	STREICHERS	04/14/2022	0.00	8,204.15
126631	20120	TDS METROCOM - MN	04/14/2022	0.00	339.76
126632	20560	TOLL GAS & WELDING SUPPLY	04/14/2022	0.00	24.06
126633	20887	TWIN CITY WATER CLINIC	04/14/2022	0.00	680.00
126634	27981	ULINE INC	04/14/2022	0.00	85.93
126635	03440	ULTIMATE SAFETY CONCEPTS INC	04/14/2022	0.00	334.13
126636	22002	VALLEY-RICH COMPANY, INC	04/14/2022	0.00	4,737.00

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
126637	30189	VAN PAPER SUPPLY COMPANY	04/14/2022	0.00	423.89
126638	29458	VERIZON WIRELESS	04/14/2022	0.00	2,499.95
126639	30770	VOIGT SMITH INNOVATION LLC	04/14/2022	0.00	19,415.00
126640	22563	VOSS LIGHTING	04/14/2022	0.00	344.02
126641	28123	WRAP CITY GRAPHICS INC	04/14/2022	0.00	180.00
126642	25080	XCEL ENERGY	04/14/2022	0.00	38.97
126643	25080	XCEL ENERGY	04/14/2022	0.00	10,709.87
126644	25080	XCEL ENERGY	04/14/2022	0.00	26.80
Total for 4/14/2022:				121.98	435,926.13
126645	31247	JEANNE AARON	04/21/2022	0.00	150.00
126646	29535	ADVANCED ENGINEERING	04/21/2022	0.00	1,545.43
126647	01328	AIRGAS USA	04/21/2022	0.00	150.68
126648	01521	ANCHOR PAPER COMPANY	04/21/2022	0.00	640.00
126649	02031	B & W SPECIALTY COFFEE CO	04/21/2022	0.00	104.23
126650	02563	BOLTON & MENK, INC	04/21/2022	0.00	34,813.00
126651	27782	BOUND TREE MEDICAL LLC	04/21/2022	0.00	408.35
126652	27822	BRADS PRO AUDIO	04/21/2022	0.00	500.00
126653	31249	DEE DEE BRIDGEWATER	04/21/2022	0.00	5,687.50
126654	02811	BUREAU OF CRIMINAL APPREHENSIC	04/21/2022	0.00	750.00
126655	29416	CDW GOVERNMENT	04/21/2022	0.00	5,663.20
126656	31248	WILLIAM CHARLAP	04/21/2022	0.00	3,062.50
126657	28981	CHESTNUT CAMBRONNE PA	04/21/2022	0.00	13,572.07
126658	30127	CINTAS CORPORATION NO. 2	04/21/2022	0.00	134.23
126659	26951	COMCAST	04/21/2022	0.00	404.74
126660	26951	COMCAST	04/21/2022	0.00	153.35
126661	26951	COMCAST	04/21/2022	0.00	348.35
126662	29981	CORE & MAIN LP	04/21/2022	0.00	2,951.33
126663	31032	COVERALL NORTH AMERICA	04/21/2022	0.00	3,563.00
126664	03640	CPT SERVICES, INC	04/21/2022	0.00	2,424.89
126665	03808	CUMMINS SALES AND SERVICE	04/21/2022	0.00	2,771.68
126666	05481	EMERGENCY APPARATUS MAINT INC	04/21/2022	0.00	1,417.65
126667	27569	EMERGENCY AUTOMOTIVE TECHNO	04/21/2022	0.00	4,259.65
126668	29398	ENTERPRISE FLEET MANAGEMENT	04/21/2022	0.00	2,207.93
126669	05729	ESRI	04/21/2022	0.00	8,769.19
126670	31076	FERGUSON US HOLDINGS INC	04/21/2022	0.00	322.84
126671	29491	FERGUSON WATERWORKS #2518	04/21/2022	0.00	464.08
126672	29219	FORECAST PUBLIC ARTWORKS	04/21/2022	0.00	3,000.00
126673	29923	ELAINE GOEPFERT	04/21/2022	0.00	4,500.00
126674	07681	GRAINGER, INC	04/21/2022	0.00	15.64
126675	29377	GRAINGER, INC	04/21/2022	0.00	662.65
126676	08001	HACH COMPANY	04/21/2022	0.00	250.00
126677	30198	HENNEPIN COUNTY CHIEFS OF POLIC	04/21/2022	0.00	1,585.00
126678	08166	HENNEPIN CTY TREASURER	04/21/2022	0.00	3,357.00
126679	08179	HENNEPIN CTY TREASURER	04/21/2022	0.00	1,866.36
126680	27248	HENNEPIN CTY TREASURER	04/21/2022	0.00	427.00
126681	27454	HENNEPIN CTY TREASURER	04/21/2022	0.00	8,969.00
126682	08585	HOPKINS PET HOSPITAL	04/21/2022	0.00	2,391.41
126683	03369	LEAGUE OF MN CITIES	04/21/2022	0.00	10.00
126684	13012	MACQUEEN EQUIPMENT INC	04/21/2022	0.00	2,067.34
126685	28665	METRO ALARM & LOCK	04/21/2022	0.00	450.00
126686	13179	METROPOLITAN COUNCIL	04/21/2022	0.00	2,460.15
126687	13412	MN TROPHIES	04/21/2022	0.00	676.25
126688	29331	POSTMASTER	04/21/2022	0.00	295.00
126689	30199	PULSE ELECTRIC	04/21/2022	0.00	3,299.00
126690	28245	QUADIEN FINANCES USA INC	04/21/2022	0.00	3,184.23

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
126691	18164	RED WING BUSINESS ADVANTAGE AC	04/21/2022	0.00	152.99
126692	19117	SCHERER BROS. LUMBER CO.	04/21/2022	0.00	132.55
126693	19108	SCHMITT MUSIC	04/21/2022	0.00	1,450.00
126694	29384	SITEONE LANDSCAPE SUPPLY	04/21/2022	0.00	333.24
126695	19520	SNAP PRINT INC	04/21/2022	0.00	506.06
126696	19602	SPS COMPANIES INC	04/21/2022	0.00	364.10
126697	19824	SUNSHINE CAR WASH	04/21/2022	0.00	166.77
126698	29795	TRANE	04/21/2022	0.00	258.26
126699	29490	VERIZON WIRELESS	04/21/2022	0.00	843.74
126700	30017	VERIZON WIRELESS	04/21/2022	0.00	1,727.14
126701	28123	WRAP CITY GRAPHICS INC	04/21/2022	0.00	3,225.00
Total for 4/21/2022:				0.00	145,865.75
126702	29270	A-1 OUTDOOR POWER INC	04/28/2022	0.00	60.49
126703	28422	ADVANCED IMAGING SOLUTIONS	04/28/2022	0.00	4,785.32
126704	30728	AFSCME COUNCIL 5	04/28/2022	0.00	894.47
126705	30933	ANCHOR SOLAR INVESTMENTS LLC	04/28/2022	0.00	3,485.67
126706	28600	APPLE VALLEY FORD LINCOLN	04/28/2022	0.00	1,106.15
126707	02031	B & W SPECIALTY COFFEE CO	04/28/2022	VOID	387.07
126708	02361	BAKKE KOPP BALLOU & MCFARLIN I	04/28/2022	0.00	2,050.00
126709	30481	BATTERIES PLUS BULBS #018	04/28/2022	0.00	215.92
126710	UB*00751	BLAKE SCHOOL	04/28/2022	0.00	101.63
126711	UB*00754	BLAKE SCHOOL	04/28/2022	0.00	5.00
126712	UB*00755	BLAKE SCHOOL	04/28/2022	0.00	5.00
126713	UB*00759	BLAKE SCHOOL	04/28/2022	0.00	8.67
126714	UB*00761	BLAKE SCHOOL	04/28/2022	0.00	5.00
126715	UB*00748	DAWN BREKKE	04/28/2022	0.00	27.00
126716	31251	CAPITAL CITY GLASS INC	04/28/2022	0.00	1,516.00
126717	UB*00763	KYLIE CATTOOR	04/28/2022	0.00	24.70
126718	30127	CINTAS CORPORATION NO. 2	04/28/2022	0.00	156.92
126719	30038	CIVICPLUS, INC.	04/28/2022	0.00	6,636.50
126720	26951	COMCAST	04/28/2022	0.00	286.85
126721	26951	COMCAST	04/28/2022	0.00	142.42
126722	30560	COMPUTER INTEGRATION TECHNOL	04/28/2022	0.00	959.00
126723	UB*00753	CPY PROPERTIES II LLC	04/28/2022	0.00	32.18
126724	29664	CRAMDEN COACH CORP	04/28/2022	0.00	8,477.00
126725	04217	DISCOUNT STEEL INC	04/28/2022	0.00	90.55
126726	29303	DIVERSIFIED COFFEE PRODUCTS	04/28/2022	0.00	259.00
126727	UB*00752	DK PROPERTY MGMT LLC	04/28/2022	0.00	188.64
126728	UB*00756	CLIFF J DUDGEON	04/28/2022	0.00	27.71
126729	30330	FAE LSE 6 LLC	04/28/2022	0.00	5,746.86
126730	30601	FAE LSE 8 LLC	04/28/2022	0.00	4,486.68
126731	06008	FASTENAL CO	04/28/2022	0.00	165.93
126732	UB*00760	LEO FLYNN	04/28/2022	0.00	35.95
126733	UB*00764	RAMESH GANESAN	04/28/2022	0.00	61.03
126734	07681	GRAINGER, INC	04/28/2022	0.00	185.88
126735	UB*00749	TROY GUBBINS	04/28/2022	0.00	75.81
126736	31252	H2I GROUP INC	04/28/2022	0.00	325.00
126737	08001	HACH COMPANY	04/28/2022	0.00	178.05
126738	08038	HAWKINS, INC	04/28/2022	0.00	3,100.95
126739	31222	MATTHEW HEGER	04/28/2022	0.00	301.10
126740	08336	HIRSHFIELDS	04/28/2022	0.00	187.48
126741	08627	HOME DEPOT CREDIT SERVICES	04/28/2022	0.00	1,246.01
126742	30875	HOPKINS 1022 ENTERPRISE LLC	04/28/2022	0.00	1,300.00
126743	08625	HOPKINS POLICE ASSOCIATION	04/28/2022	0.00	1,230.00
126744	09801	I.U.O.E. CENTRAL PENSION FUND	04/28/2022	0.00	1,880.00

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
126745	09085	ICMA - ROTH IRA - 706260	04/28/2022	0.00	1,336.40
126746	09534	INTERSTATE BATTERY SYSTEM	04/28/2022	0.00	560.85
126747	28537	IS LAX LLC	04/28/2022	0.00	4,877.00
126748	27429	ITL PATCH COMPANY INC	04/28/2022	0.00	642.00
126749	29249	JR'S ADVANCED RECYCLERS	04/28/2022	0.00	170.00
126750	UB*00758	MICHAEL JUBERT	04/28/2022	0.00	84.45
126751	29351	KANGAS ENAMELING INC	04/28/2022	0.00	2,465.00
126752	11013	KATH FUEL OIL SERVICE	04/28/2022	0.00	315.78
126753	11161	KENNEDY & GRAVEN, CHARTERED	04/28/2022	0.00	6,218.20
126754	29201	KG LANDSCAPE MANAGEMENT	04/28/2022	0.00	11,806.57
126755	12012	LAW ENFORCEMENT LABOR SERVICE	04/28/2022	0.00	390.00
126756	30392	CIGNA LIFE INS COMP OF AMERICA -	04/28/2022	0.00	603.94
126757	30391	CIGNA LIFE INS COMP OF AMERICA -	04/28/2022	0.00	2,725.13
126758	30390	CIGNA LIFE INS COMP OF AMERICA -	04/28/2022	0.00	2,976.02
126759	30023	CIGNA LIFE INS COMP OF N AMERICA	04/28/2022	0.00	923.42
126760	13167	MENARDS	04/28/2022	0.00	106.93
126761	13275	MICRO CENTER	04/28/2022	0.00	1,324.85
126762	31253	MIDWEST LUBE INC	04/28/2022	0.00	481.50
126763	31080	MINNESOTA TOPSOIL	04/28/2022	0.00	4,800.00
126764	27576	MN POLLUTION CONTROL AGENCY	04/28/2022	0.00	304.65
126765	13760	MTI DISTRIBUTING INC	04/28/2022	0.00	260.00
126766	31173	PHILIP NOYED	04/28/2022	0.00	2,266.50
126767	29317	OFFICE OF MN IT SERVICES	04/28/2022	0.00	80.85
126768	15521	ON SITE COMPANIES	04/28/2022	0.00	754.72
126769	30522	OXYGEN FORENSICS INC	04/28/2022	0.00	2,899.00
126770	29468	PARALLEL TECHNOLOGIES	04/28/2022	0.00	30,196.11
126771	16337	PIRTEK PLYMOUTH	04/28/2022	0.00	206.04
126772	16687	PRO-TEC DESIGN INC	04/28/2022	0.00	76.50
126773	UB*00757	PYRAMID GROUP LLC	04/28/2022	0.00	90.00
126774	08568	RESOURCE WEST	04/28/2022	0.00	15.40
126775	09084	ICMA RETIREMENT TRUST- 300824	04/28/2022	0.00	2,785.78
126776	19117	SCHERER BROS. LUMBER CO.	04/28/2022	0.00	904.16
126777	30084	SELA INVESTMENTS LTD, LLP	04/28/2022	0.00	40.00
126778	19520	SNAP PRINT INC	04/28/2022	0.00	139.40
126779	19602	SPS COMPANIES INC	04/28/2022	0.00	479.64
126780	UB*00750	KYLE SVOBODA	04/28/2022	0.00	2.84
126781	29644	TRENCHERS PLUS	04/28/2022	0.00	105.52
126782	20892	TWIN CITY HARDWARE INC	04/28/2022	0.00	109.42
126783	21523	UNION LOCAL 49	04/28/2022	0.00	805.00
126784	21529	UNITED WAY	04/28/2022	0.00	38.46
126785	28837	UNIVERSAL ATHLETIC	04/28/2022	0.00	177.00
126786	UB*00762	THOMAS VANCE	04/28/2022	0.00	107.52
126787	23720	WSB & ASSOCIATES INC	04/28/2022	0.00	1,304.00
126788	26320	ZIEGLER, INC	04/28/2022	0.00	10,305.56
Total for 4/28/2022:				387.07	149,316.63
Report Total (307 checks):				509.05	942,676.92



Administration

CITY OF HOPKINS

Memorandum

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

From: Ari Lenz, Assistant City Manager
Kersten Elverum, Community Development Director
Don Olson, Facilities Superintendent

Date: May 3, 2022

Subject: Historical Society Update

PURPOSE

Mary Romportl, Interim President of the Hopkins Historical Society will be joining us to give an update on the Historical Society, the National Historic Registry Designation and a facility update of 907 Mainstreet.

INFORMATION

Mary has provided some attachments related to the History of the Hopkins Historical Society, which is celebrating 50 years and some upcoming events. She will also cover the importance of the historic designation, give a brief update on 907 Mainstreet project including fundraising efforts and ADA Challenges.

Don Olson, Facilities Superintendent has put together a summary of the status of capital for 907 Mainstreet. These projects, fall under the city's responsibilities for to maintain 907 Mainstreet (see attachments for City's responsibilities) or are related/impacting the City's ability to maintain the building/asset.

Background – 907 Mainstreet History and Agreements:

The City Council approved a purchase agreement for Albert Pike Masonic Lodge located at 907 Mainstreet in January of 2015 with the intent to preserve the building and use it to further the mission of the City's Historical Society by making the rich history of Hopkins more accessible to the public. The building was appraised at the time to be worth \$685,000 the local leaders of the Albert Pike Lodge offered the property to the City for \$140,000 (attachment).

In December of 2015, the City approved a twenty-five year lease of the building with the Historical Society (attached).

An MOU was signed on July 27, 2016 to help clarify some responsibilities as requested by the Minnesota Historical Society as part of the grant application to finance the Historic Structure Report (attached).

November 30, 2016 Council passed an agreement allowing minor modifications to be made to the agreement to allow the Historical Society to accept a \$35,000 grant matched by \$5,000 from the Historic Society for a Historic Structure Report, which was needed to document existing conditions and serve as the basis for proposing physical changes needed to make the building functional.

September 6, 2017 The Historical Society presented the Council with a historic structure report (attached).

December 4, 2018 City Council honors 125th Anniversary of Hopkins and receives an update from the Historical Society on the lodge.

June 2019, the Historical Society received a grant from the MN Historical & Cultural Heritage Grant through the Minnesota Historical Society to design ADA compliant restroom and entrance ramp for Hopkins Historical Center.

In 2020, a grant was submitted for construction of restroom and building entrance, due to Covid-19 legacy grants were reduced and the grant was not awarded.

2020-2022, Application was prepared and worked on by the City, Historical Society and MN Department of Transportation to nominate Mainstreet for the National Register of Historic Places.

January 2022, Hopkins Commercial Historic District Mainstreet listed on the National Park Service's National Register of Historic Places. The area covered by the listing includes 32 buildings along Mainstreet between 8th and 11th avenues. The National Register of Historic Places is the official list of historic properties recognized by the federal government as worthy of preservation for their significance in American history, architecture, archaeology, engineering or culture. A listing in the National Register provides opportunities for state and federal tax credits, encouraging private investment in the revitalization of historic buildings. Preservation has been shown to enhance real estate values, foster local business, increase foot traffic and help keep historic main streets economically viable. More than 97,000 properties across the country, including nearly 1,800 in Minnesota, have been listed in the National Register since the program began in the 1960s. The City of Hopkins, the Hopkins Historical Society and the Minnesota Department of Transportation sponsored the nomination and prepared the nomination materials.

April 12 2022, Hopkins City Council shared the news of the Historic Designation with the community.

FUTURE ACTION

Continued discussion with Historical Society regarding needs and fundraising timeline for 907 Mainstreet.

907 Mainstreet capital items the City is responsible for per our lease agreement will be submitted to the City's CIP process for future consideration.

ATTACHMENTS

Submitted by HHS

The Preservation of Hopkins History – An Introduction to the Hopkins Historical Society
Gaining National Register Status for the Hopkins Commercial District
Redesigning 907 Mainstreet as the Hopkins History Center

Submitted by Don Olson, Facilities Superintendent

Capital Expenditures to Maintain the Lodge, 907 Mainstreet

Historical Documents referenced in Background Section

Purchase Agreement (2015)

Lease Agreement (2015)

MOU Operation and Maintenance of Albert Pike Lodge/History Center (2016)

Historic Structure Report (2017)

The Preservation of Hopkins History
An Introduction to the Hopkins Historical Society
Presentation to the Hopkins City Council by Hopkins Historical Society
May 3, 2022

This month the Hopkins Historical Society is 50 years old! We are celebrating 50 years of carrying out our mission of collecting, preserving and sharing the history of Hopkins. In this coming year we plan to work to familiarize more people about the Hopkins Historical Society (HHS), to share Hopkins history with more people and organizations, and to increase our membership. We hope to revitalize our organization and continue serving the Hopkins community. But first, let us review how the Historical Society started and what it has accomplished through these 50 years.

Founding

In 1972 historic preservation was gaining great interest, and a number of historical societies were founded in this area and across the country. The impetus for creating the Hopkins Historical Society came from city leaders as well as residents with long ties to this area. In the *Hennepin County Review*, City Manager Terry Novak publicly introduced their idea of forming a historical society and Clint Blomquist, building inspector for Hopkins and son of an early and prominent grocery store owner on Mainstreet, led the group as chief historian and spokesperson.

The Hopkins Historical Society's founding members were: Myrtle Bjorklund, Clint Blomquist, Mary Heiges, Jerre Miller, Deloris Olson, Adolph Sidla, and James Shirley. According to Mary Heiges, very few historical accounts existed, and the initial historical research and oral histories to establish a framework of Hopkins' history was a community effort between the City, the local newspaper, the Historical Society, the high school, and the library.

Through the Years

During these 50 years, the City of Hopkins and the Historical Society have partnered to house our large and envied collection which today contains well over 10,500 photos and over 14,700 artifacts. At first, the founding members stored donated items in their garages and basements, but in 1974 the City offered a small, vacated house at the bottom of Hilltop Park as a museum and office. It soon became very crowded with artifacts. When that house was to be moved to expand facilities at the park, the Historical Society petitioned for and received permission to occupy the old South Junior High band room in the new Hopkins Activity Center. That was in 1981, and we still maintain our Museum in that room.

For many years, a core group of dedicated volunteers ran the day-to-day operations of the museum and hosted a number of meetings each year for the public with historical presentations at each. They participated in community events with informational tables, prepared a unit of Hopkins history lessons for local schools, led tours of Mainstreet, wrote two books about Hopkins history, contributed historical columns to the local papers, conducted invaluable oral histories of longtime local residents, and recorded nearly every historical presentation they conducted or hosted to add to our historical archive. They purchased up-to-date cataloging software and spent many hours entering the extensive collection

into that searchable database. Mary Raabe, one of our volunteer archivists, not only wrote well-researched and interesting historical pieces but also solicited local authors to write columns for the Hopkins Historical Society newsletter. And when the family of James Markham, renowned publisher and editor of the historic *Hennepin County Review* newspaper, donated a complete bound set of the papers, published between 1925 and 1959, HHS worked with the Minnesota Historical Society to create microfilms of the issues for both of our historical archives. We still take seriously our role as the only owner of the hard copies of that newspaper—and our current dream is to digitize them and make this vast repository of Hopkins history fully searchable and available to the public.

Leasing the Masonic Lodge & Exhibits

In 2015, the members of the Hopkins Albert Pike Masonic Lodge #237 decided to disband and sold their 1902 Lodge building at 907 Mainstreet to the City with the intent that the Hopkins Historical Society should occupy the building. The Historical Society decided to name the new building the Hopkins History Center, and that it would be beneficial to the Society and respectful of our agreements with the City to begin using the building as all had intended – as a history museum for the Hopkins community. In addition to participating in many town celebrations, we held two major HHS events in the building.

In 2018 we offered tours of the building with all the Lodge furniture still intact to explain the role of the Masons as a fraternal organization and as an active and benevolent organization in our community. These tours were greatly appreciated by visitors who had been curious about this building on Mainstreet.

In July 2019, we mounted a major exhibit: “Raspberries, Parades, and Royalty: 85 Years of the Hopkins Raspberry Festival.” A committee made up of volunteers was created to research, write and create the new exhibit, and it took over four months of hard work to create our final product. We showcased many artifacts from our collections, as well as some loaned to us by local individuals and businesses, as a part of the exhibit which told the story of Hopkins’ raspberry-growing industry as well as the Festival. The event was publicized locally and in the *Star Tribune*, including a “Minnesota History” column feature by Curt Brown. Our many volunteers hosted the open hours. Well over 1,000 people attended the events, and we received nothing but positive reviews.

Lodge Inaccessible

One of the major barriers to the Lodge hosting on-going exhibits is the ADA accessibility concerns. The City has limited public access to the History Center until we are able to do the required upgrades. The Historical Society wrote a 2019 grant on behalf of the City for drawing up plans to bring the building up to current ADA standards. However, when we submitted a second 2020 grant request for construction of an ADA-compliant restroom and building entrance, the Covid-19 pandemic created a barrier to moving forward with grant funding. Funds for Legacy grants were reduced and we unfortunately were not awarded the grant.

In spring of 2020 we were forced to close the doors to our museum to the public due to the Covid-19 pandemic. Since the school district was using the Activity Center, we decided to move our operations to the History Center. Our director spent many hours with a team of volunteers moving materials to the

future History Center so a core group of volunteers could keep the organization moving forward. Our board and committee meetings moved to Zoom. Research requests from town and across the country came in and we continued to answer those. We provided historical information to the MnDOT architectural historian who was compiling the detailed application for the Hopkins National Historic Commercial District on Mainstreet. We also realized that this was a great time to take stock of our organization and priorities and make plans for the future.

Hopkins Historical Society Today

Like many other non-profits, ours suffered a loss of financial contributions during 2020 and 2021, and we had to lay off our paid director in the spring of 2021. During the statewide shutdown of museum spaces, we worked on modernizing our Articles of Incorporation and By-Laws, and examined our operations and financials. The Hopkins Historical Society is a 501(c)3 nonprofit organization, currently governed by a Board of Directors of ten members. Through our membership and donors we take in enough money monthly to cover operating expenses and fund some special projects to further our mission. We have an endowment fund that is to be used to ensure preservation of the Society into the future. This is our our assurance that our vast collection will be preserved for the future.

We currently have no paid employees, but we have recruited and trained a dedicated and talented crew of volunteers who are helping us rebuild our organization after the worst of the pandemic. Our volunteers help host Museum open hours, record collection artifacts into our database, manage membership and donation programs, fulfill research requests from individuals and businesses, provide answers to genealogical questions, as well as do much behind-the-scenes work that helps us keep our organization moving forward.

In addition to photos, artifacts, and newspapers, our archive has phone directories, yearbooks, graduation programs and school histories, historical accounts of this town and surrounding areas, photos of all buildings in Hopkins from 1956, many scrapbooks, family, civic, and business files, and information-rich historical maps. We also have many objects important to the history of Hopkins, such as the Harley Hopkins desk, which was the first post office in Hopkins in the 1870s.

We are working closely with neighboring historical societies—a natural since we share so much history. We are currently planning two events in partnership with the Minnetonka Historical Society and have been keeping in touch with many more in order to find ways to help each other and partner on future ventures.

We have re-activated our Building Committee whose members include five Historical Society members, the City of Hopkins Facilities Supervisor as a liaison member between the City and HHS, and several architects and designers from the local Wilkus Architects firm who are providing pro bono professional services and advice. This committee is charged with coming up with a plan to renovate the building into a museum space the community will be proud of and will be open for years to come.

The Hopkins Historical Society looks forward to continuing our partnership with the City to make the Hopkins History Center a place to celebrate the people and events of our town where history continues to be made every day.

Gaining National Register status for the Hopkins Commercial District
Presentation to the Hopkins City Council by Hopkins Historical Society
May 3, 2022

When plans were first introduced for a light rail passenger service line to run from Downtown Minneapolis through Hopkins, many studies needed to be done. One concern for the Minnesota Department of Transportation (MnDOT) was that no historically-significant landmarks be impacted by the construction of the rail line. In studying Downtown Hopkins and surrounding areas and learning the history of the town, consultants from the Metropolitan Council's Southwest Light Rail Transit project (SWLRT) recommended that the City of Hopkins apply for National Historic District status for the Hopkins Mainstreet commercial district.

In general, to receive National Register evaluation and selection, a property must exhibit historical, architectural, archaeological, engineering or cultural significance. A detailed report must be submitted that outlines the history and architecture of the buildings in the designated location and time period. The Hopkins District turned out to be Mainstreet from 8th Avenue to midway between 10th and 11th Avenues. The period of significance was 1890-1975. Greg Mathis from MnDOT was the lead architectural historian who meticulously described the architecture of each building, consulted the City of Hopkins for building permits and other city information, studied historical maps and Hennepin County property records, read the complete Historical Society's *Hopkins Through the Years* history book, and in weekly meetings requested information from HHS historical archives and photographs. He put together a detailed description of each building's history and architectural elements. He also wrote a history of the town highlighting how events shaped the character and development of Downtown Hopkins. The 93-page application was reviewed and accepted by MnDOT, SWLRT, and the State Historical Preservation Office (SHPO). Then it was sent to the U. S. National Park Service department for the National Register. The entire process through acceptance took about two years. And the Historical Society concurrently gained a new document full of historical details about our downtown shopping area.

The Downtown Commercial District of Hopkins has been described as a cross between a small town, a large industrial town, and anywhere in-between. The local shopkeeper might know all his customers' names, but the sounds of the factory whistle reminded all of the large national companies on the edge of Downtown. The first railroads attracted the Minneapolis Threshing Machine Company to move here. It was the "company that built the town" and the "town built the company," as founding HHS member Clint Blomquist liked to say. The wealthy Minneapolis investors in MTM formed the West Minneapolis Land Company which platted the city streets and inspired the first official name for the town. They encouraged businesses to set up shop on Excelsior Avenue, as Mainstreet was called then. The area was no longer an agricultural community only. In 1893, the Village of West Minneapolis was incorporated in what we now call the Hoagie's building—the first brick structure on the avenue, built that same year.

People were drawn to settle in town, and as more businesses opened to serve the residents, people from surrounding communities came here to shop. The population grew and grew, and businesses thrived. Downtown Hopkins had everything—groceries, hardware stores, clothing

stores, launderers and tailors; lumberyards, theatres, an opera hall and a cigar-rolling shop; sweet shops, soda fountains, cafes and bars and saloons and liquor stores; photographers and undertakers, furniture stores, and furniture stores that were undertakers; barber shops, public baths, pool halls, and a second-floor bowling alley; jewelers, music stores, meat markets, and feed stores; farm implement dealers, car dealers, livery stables, blacksmiths, and a berry box factory. People came for the handymen, contractors, realtors, banks, doctors, dentists, lawyers, and churches. The Hopkins post office served areas all around, so even people who didn't live in Hopkins proper thought of themselves as being from Hopkins.

The State Championship basketball teams of 1952 and 1953 were welcomed home by throngs of cheering fans outside Jeg's Soda Fountain and Sweet Shop on the corner of 9th. Jeg's was also where WWII soldiers headed first when returning from war, only to have Mr. Jorgenson remind them they were welcome *only* after they stopped home to see their mothers. The son of a Hopkins streets department worker is credited with developing the mass production of penicillin that saved thousands of soldier from dying of battlefield infections. One of the first female graduates of the University of Minnesota became Hopkins' first doctor. Her office was on the corner of 8th and Mainstreet. The two Johnson brothers and their brothers-in-law, the two Hovander brothers, grew their small Mainstreet butcher shop into a grocery store and then into two supermarkets—Johnson's Super Valu and Hovander's. M. B. Hagen was under 20 years old when he started a laundry and shoe shine business in an 8-foot wide "storefront" (now a stairwell) and later became a leading area realtor who was also the largest dealer of one brand of appliances—he not only sold them but offered a free appliance to every home buyer.

Mainstreet was part of the Yellowstone Trail, bringing early automobile cross-country traffic through town. Traffic later increased and bumper-to-bumper travel slowed on the main street until freeways bisected Excelsior Avenue. The coming of the large shopping malls sealed the fate of many of our small-town shops by 1975.

But now Hopkins is lively once again. The town has residents from many diverse cultures, and young families are drawn to the lively art scene and charming neighborhoods. The National Historic District brings with it access to grants and loans and tax deferments that can help our small businesses maintain and improve their buildings and operations, ensuring the future success of our town's historic business district. This is truly cause to celebrate Hopkins.

**Redesigning 907 Mainstreet as the Hopkins History Center:
A City/Historical Society Partnership
Presentation to the Hopkins City Council by Hopkins Historical Society
May 3, 2022**

2015-2016: Lease Agreement and Memorandum of Understanding

In 2015, the Hopkins Masonic Lodge, whose numbers were dwindling, decided to disband and offered to sell their 1902 Lodge building at 907 Mainstreet to the City. There were qualifications — including that the building not be torn down and that a civic group, preferably the Historical Society, occupy the building. Mayor Gene Maxwell approached two members of the Society, and they did a walk-through of the site. After further tours by the HHS Board and discussions on both sides, a lease agreement was drawn up and signed by both parties on December 15, 2015. A subsequent Memorandum of Understanding (MOA) on July 26, 2016, was signed to clarify the specific responsibilities of both parties. Hopkins Historical Society was once again grateful for a continued partnership with the City as well as for recognition of the importance of Hopkins history to the City and the community.

2017: HHS applied for and received on behalf of the City a MN Historical and Cultural Grant G-MHCG-1605-19740 *Albert Pike Masonic Lodge: Historic Structure Report for \$35,000*

Shortly after, the City and HHS undertook measures to discover work needed to create a Hopkins History Center in the 907 Mainstreet building. The 2017 grant-funded Historical Structure Report included appendices on structural integrity, mechanicals, and asbestos. It identified what needed to be done to create a historical museum with archivally-safe exhibit space, storage, and offices. The 2017 cost estimate was over \$3,500,000. A subsequent report was conducted to determine costs for a much-modified museum space, one with a lower price tag but without the same level of protection for artifacts or all the needed repairs for infrastructure. That estimate came to \$900,000. Both the City and the Society realized this was a bigger commitment than anticipated.

Problems cited include: asbestos throughout the building, inaccessibility to people with disabilities (non-ADA-compliant), upper story and exhibit hall floors not structurally sound, fire safety issues, electrical upgrades needed, water service not code compliant, a furnace and air conditioning will need upgrading, exterior brickwork needing attention to prevent water leakage. The lower level also has mold from previous water leakage. Don Olson, your Facilities Supervisor, will address these issues and costs later.

However, the pluses to this location were and are significant: a location on a busy Mainstreet with both daytime and evening foot traffic and the chance to preserve and occupy a historic building at the main intersection of town. This is why the Masonic leaders—movers and shakers of this area and Minneapolis—with great foresight chose this location for their Lodge. The Historical Society will be visible to people on Mainstreet and potentially draw in foot traffic as well as regular visitors. It makes sense for a National Historic District to have the stories and documents of the town at hand.

April 2019: HHS applies for and receives on behalf of the City a MN Historical and Cultural Design Grant G-MHCG-1903-23030 ADA Compliant Restroom and Entrance Ramp for Hopkins History Center for \$10,000.

Therefore, the Historical Society soon convened both a Building Committee and a Campaign Committee to explore options for raising needed funds. After exploring revenue sources and the steps needed to begin a fundraising campaign, the committee concluded that the Society needed to do some groundwork to modernize the Society's operations in accordance with more professional business standards in order to draw the needed level of financial support. Throughout the pandemic shut-down, the Historical Society has been busy improving its operations and making plans to strengthen its membership numbers.

April 2019: HHS applies for and receives on behalf of the City a MN Historical and Cultural Design Grant G-MHCG-1903-23030 ADA Compliant Restroom and Entrance Ramp for Hopkins History Center for \$10,000.

Before the pandemic, the Historical Society worked diligently to define the proposed uses for the building, to identify problem areas in the building to be addressed, and to apply for several Legacy grants on behalf of the City to fund site drawings and construction drawings. Legacy grants specify that architectural firms used for historical projects must have qualifications in working with historic sites and in designing museum spaces to accommodate exhibits and programs and to preserve artifacts by using archivally safe materials as well as special heating, cooling, and fire suppression systems for protection of objects, photos, and documents. The Historical Society retained the services of MacDonald & Mack, respected architects who met the qualifications for Legacy grant projects.

We wanted to honor our commitment to using the 907 Building as a History Center, and we wanted the building to be accessible to all. In 2019, the following changes to the Memorandum of Understanding (MOA) were proposed by the Historical Society:

Responsibilities of the City, 1.4 - change to read:

Seek grant funding in order to commission plans and have work done to improve access and safety for guests and staff at the structure.

Responsibilities of the Society, 2.3 - change to read:

Work with City to obtain financing to complete necessary renovations to the structure.

Construction documents were drawn up.

Meanwhile, the City had applied for, but were not awarded, two grants for structural upgrades to the 907 building:

**January 2020: City of Hopkins
R-MHCG-1912-24054 | \$10,000 | MN Historical and Cultural
Structural Reinforcement for Hopkins History Center**

**Summer 2020: City of Hopkins
R-MHCG-1804-22185 | \$93,000 | MN Historical and Cultural
Repainting for the former Albert Pike Lodge**

Then the Historical Society applied to have the ADA-compliance work completed:

Summer 2021: HHS applied for a grant on behalf of the City but lost the bid for a MN Historical and Cultural Grant R-MHCG-2005-24748 *Construct ADA Compliant Restroom and Entrance Ramp for Hopkins History Center* for \$238,700.

HHS submitted an application for the construction of an ADA-compliant restroom and entrance ramp at the rear of the building. This was when the SARS-Covid-19 pandemic struck. Grant funds were greatly reduced—and we were not awarded the grant.

The City had already informed us that we could not use the building for visitors since it was not ADA-compliant. Though disappointed, we understood and we came to see this as not so much a setback as a time to reassess. Going ahead with the ADA work most certainly would have meant delaying construction to deal with asbestos and other structural issues. We now feel we are on a more sensible track.

The building problems will be dealt with first. Then we can continue with re-designing the interior to serve as a museum. Our needs for the building potentially include:

- an accessible front entry. The previous plans positioned the ADA entry on the alley side of the building—not very welcoming to those with disabilities. The front hill will need a lift and short ramping so as not to detract from the front façade.
- a welcoming front lobby with a reception desk and a small store to one side to sell items related to Hopkins and area history as well as locally-made goods.
- use of the main floor exhibit hall for museum exhibit space, preferably with display cases and panels on wheels so the space can also be used for presentations to larger groups.
- an elevator to reach all three levels. This is now considered an ADA-compliance item.
- a gathering area/work space in the back lobby
- an office
- meeting space and/or an office in the upper level
- an ADA-compliant restroom and a general restroom—perhaps located in the lower level
- storage space on the lower level. Our collection of smaller artifacts in archival boxes, reference materials, and photo collections would be on rows of shelves; larger items and furniture would be stored on the floor; historical clothing would hang on racks; large photos and displays would have appropriate archival storage.
- the lower level would also need tables and desks for an archivist and volunteers to work on the collection
- proper HVAC and moisture-control to archivally preserve our collection
- a fire-retardant “sprinkler” system that does not damage artifacts

The Hopkins Historical Society looks forward to working together with the City of Hopkins to complete this project.



CITY OF HOPKINS

Memorandum

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

From: Don Olson, Facilities Superintendent

Date: May 3, 2022

Subject: Capital Expenditures to Maintain the Lodge, 907 Mainstreet

Staff update on future capital expenditures for repair and maintenance for the City's responsibilities of the Lodge. Also included is an estimate for asbestos abatement which is recommended before any interior remodel/demolition occurs.

Roof

- The asphalt shingle roof was replaced 2015 prior to the city's purchase of the Lodge. Providing no damage occurs the roof is expected to have a 15-20 year useful life.

Estimated Cost: \$30,000

Staff Recommendation: Add the roof replacement to the CIP for 2030 and review at that time.

Masonry and Siding

- Remove the mortar joints between the adjacent buildings and replace with a flexible joint.
- Brick and limestone mortar joints repointed where mortar is cracked or loose to protect against water infiltration. It is recommended that all joints are repointed and damaged bricks replaced.
- North side addition stucco is cracked in several areas. Stucco is recommended to be repaired or replaced depending on the area.
- Remove paint and repair/replace damaged sandstone window sills

Estimated Cost: \$100,000-\$250,000 depending on scope and design

Staff Recommendation: Repair the areas needed to protect the building from water damage as soon as possible. Wait for building design to be completed before repointing all masonry, stucco replacement, and sill repair/replacement.

Doors, Windows, and Trim

- Front and rear entrances redesigned and replaced.
- Windows glazed and operation repaired. Remove existing storm windows and replace with storm windows to match the current window design.
- Replace, repair, or repaint current trim depending on condition.

Estimated Cost: \$50,000-\$100,000 depending on design

Staff Recommendation: Repair trim work where necessary to prevent further damage. Wait for building design to be completed for door and window replacement.

Grounds and Storm Water Management

- Retaining wall repaired and repointed
- Concrete walk and stairs repaired or replace depending on design.
- Downspout replaced and directed away from the building

Estimated Cost: \$30,000-\$35,000

Staff Recommendation: Replace downspout and patch concrete where needed. Wait for building design to be completed for retaining wall repair.

Plumbing, Electrical, and HVAC

- Plumbing is in good working order, but to meet current code will need a complete replacement to occupy the building
- Electrical is in good working order, electrical upgrades and replacements will be needed to occupy the building
- HVAC, the building has three furnaces two were replaced recently. The third furnace that services the basement should be replaced in the next 3-5 years

Estimated Cost: \$5,000-\$7,000

Staff Recommendation: Add the basement furnace to the CIP for 2025 and review at that time. Repair HVAC, plumbing, and electrical as needed.

Interior Asbestos Abatement

Asbestos Abatement for the areas identified in the 2017 Historic Structure Report prepared by MacDonald and Mack Architects for the Historical Society. Asbestos was found in the floor tile mastic, ceiling textures, and attic insulation. Some areas may require further testing and abatement depending on areas exposed during demolition.

Estimated Cost: \$130,000 with a contingency of \$60,000.

Future Action

Challenge with this project is many of these improvements are dependent on design/ADA improvements. Best practice/most cost effective solution would be to do many of these at the same time. Recommend getting an exterior design dollars into the CIP, if funds were available to assist the Historical Society with ADA exterior improvements that would be helpful in maintaining maintenance of the building/the City's asset and allowing the building to contribute fully to Mainstreet from an exterior perspective at least. Design work needs to be completed, so repairs/replacements will not conflict with the final design.

For the maintenance work, source funds from the CIP or identify other funding. For asbestos abatement and other needed work on interior improvements, funding still needs a source.



January 14, 2015

Council Report 2015-007

PURCHASE AGREEMENT – ALBERT PIKE LODGE

Proposed Action

Staff recommends approval of the following motion: Approve the Purchase Agreement for the Albert Pike Masonic Lodge.

With this motion the Purchase Agreement will be executed and a closing date established.

Overview

The Albert Pike Lodge, a fraternal association dedicated to making good men better, will be disbanding as an organization due to dwindling membership. The local leaders of the Albert Pike Lodge have offered the property to the City of Hopkins for a purchase price of \$140,000. The building was recently appraised at \$685,000.

The terms of the sale are reasonable, and the intent of the City is to preserve the building and use it to further the mission of the City's Historical Society by making the rich history of Hopkins more accessible to the public.

The proposed source of funds for the purchase and legal work is a combination of the balance of the Real Estate Purchases and Sales fund (\$125,000) and CIP fund (\$25,000).

Primary Issues to Consider

- What are the terms of the Purchase Agreement?

Supporting Information

- Purchase Agreement – Albert Pike Lodge

Kersten Elverum
Director of Planning & Development

Financial Impact: \$150,000 Budgeted: Y/N _N___ Source: Real Estate Purchase & Sales fund (\$125,000) CIP fund \$25,000 Related Documents (CIP, ERP, etc.): _____
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Analysis of the Issues

- **What are the terms of the Purchase Agreement?**

The following are the major terms of the proposed Purchase Agreement:

- Purchase price of \$140,000
- Earnest money in the amount of \$8,000
- Property is being purchased “as is”
- Special conditions include leaving the plaque visible, incorporating a display on the APL if the Historical Society does move into the building, and agreeing not to demolish the building for at least 10 years
- Property taxes will be prorated to closing date
- Special Assessments will be the responsibility of the City of Hopkins
- Seller waives relocation benefits
- Closing date no later than May 1, 2015, unless a later date is mutually agreed upon

Alternatives

The City Council has the following alternatives regarding this issue:

- Approve the Purchase Agreement as proposed
- Amend the Purchase Agreement
- Elect not to execute the agreement

PURCHASE AGREEMENT

THIS AGREEMENT, made the Effective Date (defined below), by and between the CITY OF HOPKINS, a Minnesota municipal corporation (hereinafter "BUYER"), and ALBERT PIKE LODGE, a _____ (hereinafter "SELLER"),

RECITALS:

WHEREAS, SELLER is the fee owner of certain real property within the City of Hopkins, County of Hennepin, State of Minnesota legally described in attached **Exhibit A** (hereinafter "Property").

NOW, THEREFORE, in consideration of the mutual covenants, duties and obligations contained herein the parties agree as follows:

1. **RECITALS:** The foregoing Recitals are a material part of this Agreement and are incorporated herein.
2. **OFFER/ACCEPTANCE:** BUYER offers to purchase from SELLER and SELLER agrees to convey to BUYER the Property, subject to the terms and conditions herein. The contemplated conveyance herein shall include the Property and all leases, rights, privileges, easements, improvements and fixtures all relating to the Property. The purchase shall also include personal property on the Property that will be determined by mutual agreement of the BUYER and SELLER at the time of Closing (hereinafter "Personal Property").
3. **PURCHASE PRICE AND MANNER OF PAYMENT:** The price for the Property and Personal Property shall be One Hundred Forty Thousand and No/100 Dollars (\$140,000.00) (the "Purchase Price"). BUYER shall pay the Purchase Price as follows:
 - a. Earnest money of Eight Thousand and No/100 Dollars (\$8,000.00) by cash, check or wire (the "Earnest Money") deposited with *Land Title, 2200 W. County Road C, #2205, Roseville MN 55113, Tel: 651-638-1900* (the "Title Company"). Said Earnest Money shall be a credit towards and reduce the Purchase Price upon the occurrence of the Closing or shall be utilized subject to the terms of this Agreement.
 - b. The Purchase Price, after application of credit for Earnest Money in the amount of One Hundred Thirty-Two Thousand and No/100 Dollars (\$132,000.00), shall be paid at Closing by BUYER in cash or certifiable and immediately available funds.

4. **DEED/MARKETABLE TITLE/BILL OF SALE:** Subject to performance by BUYER, SELLER agrees to execute and deliver at the time of the Closing a warranty deed conveying marketable title to said Property subject only to: (1) taxes not yet due and payable and general and special assessments and any similar taxes or charges imposed in respect of the Property; (2) those matters that may be approved (or deemed approved) by BUYER pursuant to Section 10.c.; (3) title exception to which BUYER does not object to pursuant to Section 10; and (4) local, state and federal laws, ordinances, rules and regulations, including, but not limited to, zoning ordinances (hereinafter "Permitted Exceptions"). In addition, the parties agree to execute all other documents reasonably necessary to transfer the Property to BUYER free and clear of all encumbrances, except those encumbrances stated above. Lastly, at Closing SELLER shall execute a Bill of Sale for the Personal Property.
5. **POSSESSION:** SELLER agrees to deliver possession of the Property to BUYER at the time of Closing.
6. **SPECIAL CONDITIONS OF CONVEYANCE:**
 - a. The plaque that is currently above the entrance door will remain in place or be placed in a prominent and visible location.
 - b. If the Property is to be used by the Hopkins Historical Society that a permanent display area be provided for the history of the Albert Pike Lodge.
 - c. That the building on the Property is not demolished for a period that shall terminate the earlier of: (i) ten (10) years from the actual Closing Date; (ii) in the event the building on the Property is damaged by fire or other peril to the extent of greater than 50 percent of the market value of the building; or (iii) it is determined by the City of Hopkins that the building on the property is uninhabitable. In the event the BUYER determines to demolish the building under conditions (ii) and (iii) above, the BUYER shall serve notice on SELLER pursuant to Section 22.b. of this Agreement, whereupon SELLER shall have 10 days to deliver notice of contest.
7. **AUTHORITY.** SELLER warrants and guarantees that it is the fee owner of the Property and has the full authority to enter into this Agreement conveying the Property.
8. **RELOCATION BENEFITS:** SELLER knows and understands that certain relocation benefits may be available from the BUYER, and SELLER cannot be required to convey real property to BUYER unless given the relocation assistance required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act U.S.C. §4621, *et seq.*, if any, and SELLER waives its right to otherwise have the Property appraised, and furthermore releases BUYER from all claims for relocation benefits pursuant to Minn. Stat. §117.50, *et seq.*, and U.S.C. §4621, *et seq.* SELLER hereby represents and acknowledges that the above waiver is voluntary, has not been solicited by the BUYER, is being done at the

request of SELLER and has not been made under the threat of condemnation. SELLER agrees to execute a waiver of relocation benefits declaration at Closing in a form which meets the requirements of Minn. Stat. §117.521(b).

9. **TAXES AND ASSESSMENTS:** Real estate taxes due and payable in and for the year of Closing shall be prorated between SELLER and BUYER on a calendar year basis to the actual Closing Date. BUYER shall pay the real estate taxes due and payable in the year following the year of Closing and thereafter. BUYER shall be responsible for and pay all installments of special assessments levied and pending, on or before the Closing Date, against the Property and, as of the date of this Agreement, SELLER represents that SELLER has not received a Notice of Hearing of a new public improvement project from any governmental assessing authority, the costs of which project may be assessed against the Property. BUYER shall pay all special assessments pending and levied, after the Closing Date, against the Property. SELLER makes no representation or warranty whatsoever concerning the amount of real estate taxes or assessments which shall be assessed or levied against the Property subsequent to the date of this Agreement.
10. **REVIEW PERIOD:**
- a. BUYER will have ninety (90) days from the from the Effective Date (“Review Period”) to perform, at its sole cost, title inspections and other due diligence, and to decide, in BUYER’s sole discretion, whether the Property is satisfactory. SELLER shall, during the pendency of this Agreement, make available to BUYER, in SELLER’s offices such documents relating to the Property as BUYER may reasonably request during the pendency of this Agreement to the extent such documentation is in the possession or control of SELLER and personnel affiliated with SELLER (as identified by SELLER following BUYER’s request, which said personnel are familiar with the Property).
 - b. During the pendency of the Agreement, SELLER, upon forty-eight (48) hours advance notice, will provide BUYER or its designated representatives, at reasonable times, access to the Property and other due diligence materials to conduct, at BUYER’s sole cost and expense, its review with respect to the Property and the improvements thereon; provided, however, that BUYER (i) will indemnify, defend and hold SELLER harmless from and against all costs, expenses, losses, claims, damages and/or liabilities arising from BUYER’s or any of its agents’, contractors’ or representatives’ negligence or misconduct in connection with the inspection of the Property; (ii) will promptly repair any damage resulting from any such inspections and restore the Property to its condition prior to such inspections; and (iii) will not permit any inspections, investigations or other due diligence activities to result in any liens being filed against the Property and will, at its sole cost and expense, promptly discharge of

record any such liens that are so filed or recorded. BUYER's liabilities under this Section survive the Closing or earlier termination of this Agreement. If after BUYER's review, if BUYER determines not to proceed with Closing then BUYER shall send notice to SELLER during the Review Period. If BUYER provides said notice, then this Agreement will be terminated without any obligations surviving hereunder, except those expressly stated to survive early termination and any Earnest Money shall be retained by the SELLER.

- c. BUYER, at the cost and expense of the SELLER, will promptly order a title insurance commitment ("Title Commitment") to be issued by the Title Company and delivered to Purchaser. Purchaser, at its cost, may obtain a survey of the Property ("Survey"). No later than twenty (20) Business Days following Purchaser's receipt of the Title Commitment and Survey ("Title Review Period"), Purchaser will deliver to Seller, in writing, any objections to the Title Commitment or Survey ("Objections"). Prior to Closing, Purchaser may, at its own cost and expense, obtain an update of the Title Commitment ("Title Update"). If the Title Update discloses a title matter that was not disclosed in the Title Commitment, Purchaser may deliver to Seller, within (10) Business Days following Purchaser's receipt of the Title Update ("Title Update Review Period") a written statement of Objections to any matter first disclosed on the Title Update accompanied by a copy of the Title Update, provided that Purchaser will not have the right to object to any matters that are Permitted Exceptions. Should Purchaser fail to timely notify Seller of any Objections to title to the Property which are contained in the Title Commitment, the Survey, in any Title Update, Purchaser will be deemed to have waived such Objections and such Objections shall be deemed Permitted Exceptions. The Title Review Period and Title Update Review Period are separate and distinct periods from the Review Period.
- d. If Purchaser notifies Seller within the Title Review Period or the Title Update Review Period, as applicable, of Objections, then within ten (10) Business Days after Seller's receipt of Purchaser's Objections ("Seller's Title Response Period"), Seller will notify Purchaser in writing ("Seller's Title Response Notice") of the Objections which Seller agrees to satisfy on or prior to the Closing, at Seller's sole cost and expense, and of the Objections that Seller cannot or will not satisfy. Notwithstanding the foregoing sentence and with the exception of those expenses being assumed as part of the Purchase Price, Seller will, in any event, be obligated to cure those Objections (i) that are Liens against the Property or (ii) are other encumbrances that have been voluntarily placed against the Property by Seller after the Effective Date and that will not otherwise be satisfied on or before the Closing ((i) and (ii) collectively, the "Required Removal Items"). If Seller will not cure the Objections to Purchaser's satisfaction, Purchaser has ten (10) Business Days following receipt of the Seller's Title Response Notice to either (i) terminate this Agreement by giving written notice of termination to Seller, whereupon Purchaser

will be entitled to a return of the Earnest Money, this Agreement will be terminated without any obligations surviving hereunder, except those expressly stated to survive early termination or (ii) elect to close, in which case Purchaser will be deemed to have waived such Objections and such Objections will become "Permitted Exceptions".

e. **Property "AS-IS".**

- i. **No Side Agreements or Representations.** BUYER acknowledges that except as specifically provided in this Agreement, no person has made any representation, agreement, statement, warranty, guarantee or promise regarding the Property or the transaction contemplated herein or the zoning, construction, physical condition or other status of the Property except as may be expressly set forth in a writing signed by the parties. No representation, warranty, agreement, statement, guarantee or promise, if any, made by any person acting on behalf of SELLER which is not contained in this Agreement or in another writing executed by the parties will be valid or binding on SELLER.

- ii. **AS-IS CONDITION.** BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) VALUE; (II) THE INCOME TO BE DERIVED FROM THE PROPERTY; (III) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, INCLUDING THE POSSIBILITIES FOR FUTURE DEVELOPMENT; (IV) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (V) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (VI) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (VII) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (VIII) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY,

INCORPORATED INTO THE PROPERTY; (IX) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATION, ORDERS OR REQUIREMENTS, INCLUDING BUT NOT LIMITED TO, TITLE III OF THE AMERICANS WITH DISABILITIES ACT OF 1990, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL RESOURCE CONSERVATION AND RECOVERY ACT, THE U. S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C. F. R., PART 261, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, THE CLEAN WATER ACT, THE SAFE DRINKING WATER ACT, THE HAZARDOUS MATERIALS TRANSPORTATION ACT, THE TOXIC SUBSTANCE CONTROL ACT, AND REGULATIONS PROMULGATED UNDER ANY OF THE FOREGOING; (X) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER, OR ADJACENT TO THE PROPERTY; (XI) THE CONTENT, COMPLETENESS OR ACCURACY OF THE DUE DILIGENCE MATERIALS OR PRELIMINARY REPORT REGARDING TITLE; (XII) THE CONFORMITY OF THE IMPROVEMENTS TO ANY PLANS OR SPECIFICATIONS FOR THE PROPERTY, INCLUDING ANY PLANS AND SPECIFICATIONS THAT MAY HAVE BEEN OR MAY BE PROVIDED TO BUYER; (XIII) THE CONFORMITY OF THE PROPERTY TO PAST, CURRENT OR FUTURE APPLICABLE ZONING OR BUILDING REQUIREMENTS; (XIV) DEFICIENCY OF ANY UNDERSHORING; (XV) DEFICIENCY OF ANY DRAINAGE; (XVI) THE EXISTENCE OF VESTED LAND USE, ZONING OR BUILDING ENTITLEMENTS AFFECTING THE PROPERTY; OR (XVII) WITH RESPECT TO ANY OTHER MATTER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND REVIEW INFORMATION AND DOCUMENTATION AFFECTING IT, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND REVIEW OF SUCH INFORMATION AND DOCUMENTATION, AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION MADE AVAILABLE TO BUYER OR PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF SELLER WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS

TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. BUYER AGREES TO FULLY AND IRREVOCABLY RELEASE ALL SUCH SOURCES OF INFORMATION AND PREPARERS OF INFORMATION AND DOCUMENTATION AFFECTING THE PROPERTY WHICH WERE RETAINED BY SELLER FROM ANY AND ALL CLAIMS THAT THEY MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST SUCH SOURCES AND PREPARERS OF INFORMATION FOR ANY COSTS, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM SUCH INFORMATION OR DOCUMENTATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. BUYER FURTHER CONDITION AND BASIS WITH ALL FAULTS, AND THAT SELLER HAS NO OBLIGATIONS TO MAKE REPAIRS, REPLACEMENTS OR IMPROVEMENTS EXCEPT AS MAY OTHERWISE ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AND AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" BE EXPRESSLY STATED HEREIN. BUYER REPRESENTS, WARRANTS AND COVENANTS TO SELLER THAT, EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES SPECIFIED IN THIS AGREEMENT, BUYER IS RELYING SOLELY UPON BUYER'S OWN INVESTIGATIONS.

11. **DEFAULT:** If SELLER breaches any of its obligations under this Agreement prior to Closing, BUYER at its sole discretion following fifteen (15) days written notice to SELLER may: (i) terminate this Agreement at which time the Earnest Money will be refunded; or (ii) commence an action for specific enforcement of the terms of this Agreement within one hundred eighty (180) days of the notice of default. If BUYER breaches any of its obligations under this Agreement prior to Closing, SELLER may, following fifteen (15) days written notice if BUYER has not cured such breach within such fifteen (15) day period, terminate this Agreement and retain the Earnest Money, as SELLER's sole remedy. SELLER and BUYER acknowledge that the amount of damages in the event of BUYER's default hereunder would be difficult or impossible to ascertain, but that the amount of the Earnest Money is a fair estimate of such damages. Notwithstanding the foregoing, with regard to any default by a party of any obligation that explicitly survives Closing, SELLER and BUYER will have the right to specifically enforce the subject terms and provisions of this Agreement and/or recover any damages to which it may be entitled at law (including, without limitation, attorneys' fees and

the reasonable costs of investigation, but excluding consequential or loss profit damages) and/or pursue any other remedy available at law or equity.

12. **CITY COUNCIL APPROVAL:** This Agreement is contingent upon the approval of the City Council of the City of Hopkins. If the City Council does not approve this Agreement, SELLER or BUYER may cancel the Agreement and SELLER shall immediately refund to BUYER any earnest money paid herein.
13. **DISCLOSURES:** SELLER certifies that SELLER does not know of any wells on the Property; provided, however, if the Property does contain wells, the cost of sealing any wells required to be capped or sealed under Minnesota law shall be borne by SELLER. If the well is not sealed by the Closing Date, SELLER shall escrow a sum equal to two times the bid price from a licensed well sealing contractor to complete the sealing process. If the Property has a septic system, SELLER agrees to provide BUYER with water quality test results and/or septic system certification as required state law or local ordinance. Such test and/or certification must be provided at or before closing.
14. **ENVIRONMENTAL WARRANTY:** To the best of its knowledge, SELLER warrants and guarantees that (x) no part of the Property violates any Environmental Laws (as defined below); or (y) no Hazardous Substances (as defined below) have been stored or generated at, released or discharged from or are present upon the Property, except in the ordinary course of business and in accordance with all Environmental Laws. As used herein, "Hazardous Substances" means all hazardous or toxic materials, substances, pollutants, contaminants, or wastes currently identified as a hazardous substance or waste in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (commonly known as "CERCLA"), as amended, the Superfund Amendments and Reauthorization Act (commonly known as "SARA"), the Resource Conservation and Recovery Act (commonly known as "RCRA"), or any other federal, state or local legislation or ordinances applicable to the Property. As used herein, the term "Environmental Laws" shall mean all federal, state and local environmental laws, rules, statutes, directives, binding written interpretations, binding written policies, ordinances and regulations issued by any governmental authority and in effect as of the date of this Agreement with respect to or which otherwise pertain to or affect the Property, or any portion thereof, the use, ownership, occupancy or operation of the Property, or any portion thereof, or any Seller of the Property, and as same have been amended, modified or supplemented from time to time prior to the date of this Agreement, including but not limited to CERCLA, the Hazardous Substances Transportation Act (49 U.S.C. § 1802 et seq.), RCRA, the Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Solid Waste Disposal Act (42 U.S.C. § 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.), the Radon and Indoor Air Quality Research

Act (42 U.S.C. § 7401 note, et seq.), SARA, comparable state and local laws, and any and all rules and regulations which have become effective prior to the date of this Agreement under any and all of the aforementioned laws. The parties agree that this environmental warranty is based on the best of the SELLER's knowledge and does not obligate the SELLER to remedy any discovered situation beyond the SELLER's knowledge.

15. **OTHER GENERAL AND SPECIAL WARRANTIES:**

- a. Mechanic's Liens: SELLER warrants that, prior to the closing date, SELLER has made any and all payments in full for all labor, materials, machinery, fixtures or tools furnished within the 120 days immediately preceding the closing date in connection with construction, alteration or repair of any structure on or improvement (including, but not limited to grading and landscaping) to the Property, if any.
- b. Buildings: SELLER warrants that buildings, if any, are entirely within the boundary lines of the Property.
- c. Notices: SELLER warrants that SELLER has not received any notice from any governmental authority as to violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, SELLER warrants that SELLER has not received any notice from any person or authority as to a breach of the covenants. Any notices received by SELLER shall be provided to BUYER immediately.
- d. Seller's Affidavit: SELLER warrants that it will execute and deliver the customary Affidavit Regarding Seller at closing.
- e. Restrictive Covenants Notice Of Breach: If the Property is subject to restrictive covenants, SELLER has not received any notice as to a breach of the covenants.

16. **TIME OF ESSENCE:** Time is of the essence in this Agreement.

17. **CLOSING DATE AND LOCATION:** The performance by BUYER and SELLER of their respective obligations under this Agreement and the delivery of the Purchase Price, less reductions and credits, to SELLER by the Title Company, as escrow agent, and delivery of possession of the Property to the BUYER shall constitute the closing of the sale (the "Closing"). The Closing shall occur on or before May 1, 2015 or another date agreed upon in writing by the parties (the "Closing Date"). The delivery of all papers and monies shall be made at the offices of the CITY OF HOPKINS CITY HALL and/or at the offices of the Title Company. If the Closing Date is changed, any and all costs, if prorated in this agreement, shall be adjusted to the new closing date.

18. **CLOSING COSTS:** SELLER shall pay for the updating and certifying of the abstract

execution of this Agreement to correct any clerical errors in this Agreement and to provide any and all additional documentation deemed necessary by either party to effectuate the transaction contemplated by this Agreement.

- d. Entire Agreement. This Agreement and any attached exhibits shall constitute the entire agreement between BUYER and SELLER regarding the transactions contemplated under this Agreement and supersedes any other written or oral agreements between BUYER and SELLER regarding said transactions. This Agreement can only be modified in writing signed by BUYER and SELLER
- e. Binding Effect. This Agreement binds and benefits the parties and their successors and assigns.
- f. Controlling Law. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.
- g. Effective Date. The effective date of this Agreement shall be the last date on which it is executed by any party to this Agreement (the "Effective Date"). This Agreement shall not become effective until it has been executed by all parties to the Agreement.

IN WITNESS WHEREOF, the parties herein have executed this Agreement on the day and year first above written.

SELLER: ALBERT PIKE LODGE

Date: _____

Date: _____

BUYER: CITY OF HOPKINS

By: _____
Mayor

Date: _____

And

By: _____
City Clerk

Date: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

PID: 24-117-22-31-0016

Municipality: HOPKINS

Addition Name: WEST MINNEAPOLIS 2ND DIVISION

THAT PART OF LOT 11 LYING W OF A LINE RUNNING FROM A PT IN N LINE OF SAID LOT DIS 30 97/100 FT W FROM NE COR THEREOF TH SELY 105 9/100 FT TO A PT DIS 25 88/100 FT W MEAS AT RT ANGLES FROM THE E LINE OF SAID LOT TH CONT SLY TO A PT IN S LINE THEREOF DIS 25 88/100 FT W FROM SE COR THEREOF ALSO THAT PART OF LOT 12 LYING E OF A LINE COM AT A PT IN N LINE OF SAID LOT DIS 20 91/100 FT E FROM NW COR THEREOF TH SLY 105 9/10 FT TO A PT DIS 26 FT E MEAS AT RT ANGLES FROM W LINE OF LOT 12 TH CONT S TO A PT IN S LINE OF SAID LOT DIS 26 FT E FROM SW COR THEREOF

*Legal description to be finalized at Closing.



Approve Lease with Hopkins Historical Society

Proposed Action.

Staff recommends adoption of the following motion: Motion to Approve the Lease with Hopkins Historical Society and Authorize the City Manager Signature.

Overview:

Attached is the Lease between the City of Hopkins and the Hopkins Historical Society (“Historical Society”) that has been reviewed by the City staff, City Attorney and Historical Society. Staff is requesting City Council approval of the lease and authorization for the City Manager to enter into the lease. The term of the lease is for twenty-five (25) years with an option for an automatic renewal for three (3) additional twenty-five (25) year terms.

The Historical Society hired a consultant to assist in obtaining grants for funding improvements to the building prior to moving into the facility. Granting agencies will not provide funding to the Historical Society without a lease to use the building. The lease would also allow the Historical Society access to the facility to start planning their move from the Activity Center to the Masonic Lodge.

The City closed on the purchase of the Masonic Lodge in May. By purchasing the Lodge and offering the space to the Historical Society more visibility will be provided to the Historical Society. Mayor Maxwell and City Manager Mornson have been meeting with the Bob Miller and Rick Brausen who serve as Historical Society representatives throughout the process.

Primary Issues to Consider:

- Approval of the Lease will allow for the Historical Society to obtain grants to make the necessary improvements to the Lodge.

Supporting Information:

- Lease

A handwritten signature in black ink, appearing to read 'Michael J. Mornson'.

Michael J. Mornson
City Manager

LEASE

THIS INDENTURE of lease (hereinafter referred to as the "Lease") made this ____ day of November, 2015 (hereinafter referred to as the "Effective Date") by and between the City of Hopkins, a Minnesota municipal corporation (hereinafter referred to as "Lessor") and Hopkins Historical Society, a Minnesota non-profit corporation (hereinafter referred to as "Lessee").

WHEREAS, the Lessor is a municipal corporation of the State of Minnesota and fee owner of certain real property located in the City of Hopkins, County of Hennepin and State of Minnesota and legally shown in red on **Exhibit A** attached hereto and made a part hereof, including all buildings and site improvements located at 907 Main Street, Hopkins, Minnesota 55343 (hereinafter referred to as the "Premises"); and

WHEREAS, the Lessee is a Minnesota non-profit corporation operating a historical society that showcases the history of the city of Hopkins. The Lessee has been operating for years within the Activity Center of the Lessor. The services provided by the Lessee greatly enhance the livability of the city of Hopkins and is beneficial to the Lessor and the general public; and

WHEREAS, the Lessor desires to lease to the Lessee and the Lessee desires to lease from the Lessor the building located on the Premises (hereinafter referred to as the "Demised Premises") to allow for the relocation and continuation of the historical services provided by Lessee to better serve the Lessor and the general public.

NOW, THEREFORE, the Lessor and Lessee enter Lease and agree as follows:

WITNESSETH:

- 1. TERM:** For and in consideration of the rents, additional rents, terms, provisions and covenants herein contained, Lessor hereby lets, leases and demises the Demised Premises for the term as follows: the initial term of the Lease shall be twenty-five (25) years (hereinafter referred to as the "Initial Term") commencing on the Effective Date. The Initial Term shall terminate on the twenty-fifth (25th) anniversary of the Effective Date, unless earlier terminated, as provided for herein. On the conditions that Lessee is in compliance with the terms and obligations of this Lease and the Lease has not been terminated, this Lease will automatically renew for three (3) additional twenty-five(25) year terms (hereinafter referred to as the "Renewal Term"; the Initial Term and each individual Renewal Term may sometimes be referred to as the "Term"), upon the same terms and conditions of this Lease, unless Lessee notifies Lessor in writing of Lessee's intention not to renew this Lease at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term then in effect.
- 2. BASE RENT:** Lessor reserves and Lessee shall pay Lessor, a total rental of yearly installments of One and No/100 Dollars (\$1.00), commencing on the Effective Date and continuing on the first day of each and every November thereafter for the next succeeding years during the balance of the Term (hereinafter sometimes referred to as the "Base Rent"). The Base Rent payment shall also include, in addition, any amounts listed herein as "Additional Rent".
- 3. COVENANT TO PAY RENT:** The covenants of Lessee to pay the Base Rent are each independent of any other covenant, condition, provision or agreement contained in the Lease. All rents are payable to Lessor at:

CITY OF HOPKINS
1010 1ST ST S
HOPKINS MN 55343

4. UTILITIES: Lessor shall provide mains and conduits to supply water, gas, electricity and sanitary sewage to the Premises. Lessor shall pay, when due, all charges for sewer usage or rental, garbage disposal, refuse removal, water, electricity, gas, fuel oil, L.P. gas and/or other utility services or energy source furnished to the Demised Premises during the Term of this Lease, on the condition that such utility usage on the Demised Premises by the Lessee is typical of Permitted Uses allowed herein, in the sole determination of the Lessor. In the event such usage is determined by the Lessor not to be typical then the Lessee shall pay to Lessor any amounts for the excess, atypical usage, upon demand, which any unpaid amounts shall be Additional Rents.

5. CARE AND REPAIR OF DEMISED PREMISES: Lessee shall, at all times throughout the term of this Lease, and at its sole expense, keep and maintain the Demised Premises, in a clean, safe, sanitary and first class condition and in compliance with all applicable laws, codes, ordinances, rules and regulations. Lessor and Lessee shall work together in good faith to make the Premises in compliance with all ADA requirements..

Lessor shall repair, at its expense, the structural portions of the Building, provided however where structural repairs are required to be made by reason of the acts of Lessee, the costs thereof shall be borne by Lessee and payable by Lessee to Lessor upon demand, which any unpaid amounts shall be Additional Rent.

The Lessor shall be responsible for all outside maintenance of the Demised Premises, including grounds and parking areas, and snow and ice removal. All such maintenance, which is the responsibility of the Lessor, shall be provided as reasonably necessary to the comfortable use and occupancy of Demised Premises during business hours, except Saturdays, Sundays and holidays, upon the condition that the Lessor shall not be liable for damages for failure to do so due to causes beyond its control.

6. SIGNS: Any sign, lettering, picture, notice or advertisement installed on, or in any part of, the Premises and visible from the exterior of the building on the Premises, or visible from exterior of the Demised Premises, shall be subject to the review and approval of the Lessor and installed by Lessor at Lessee's expense. In the event of a violation of the foregoing by Lessee, Lessor may immediately remove the same without any liability and may charge the expense incurred by such removal to Lessee, which cost shall be Additional Rent.

7. ALTERATIONS, INSTALLATION and FIXTURES: Except as hereinafter provided, Lessee shall not make any alteration, additions or improvements in or to the Demised Premises or add, disturb or in any way change any plumbing or wiring therein, without the prior written consent of the Lessor. In the event alterations are required by any governmental agency by reason of the use and occupancy of the Demised Premises by Lessee, Lessor and Lessee shall negotiate in good faith regarding such alterations. Alterations or additions by Lessee that are consented to by Lessor must be built in compliance with all laws, ordinances and governmental regulations affecting the Premises and Lessee shall warrant to Lessor that all such alterations, additions or improvements shall be in strict compliance with all relevant laws, ordinances, governmental regulations and insurance requirements. Construction of such alterations or additions shall commence only upon Lessee obtaining and exhibiting to Lessor the requisite approvals, licenses and permits and indemnification against liens. All alterations, installations, physical additions or improvements to the Demised Premises made by Lessee shall at once become the property of Lessor and shall be surrendered to Lessor upon the termination of this Lease; provided, however, this clause shall not apply to movable equipment or furniture owned by Lessee which may be removed by Lessee at the end of the Term of this Lease if Lessee is not then in default. Lessor and Lessee shall negotiate in good faith regarding the payment of the costs related to improvements or modifications to the Demised Premises required or necessary to comply with the Americans With Disabilities Act of 1990 (ADA), or similar statutes or law.

8. POSSESSION: Except as hereinafter provided, Lessor shall deliver possession of the Demised Premises to Lessee in the condition required by this Lease on the Effective Date, but delivery of possession prior to or later than such Effective Date shall not affect the Term or the expiration date of this Lease. The Rent and Additional Rent shall commence on the date when possession of the Demised Premises is delivered by Lessor to Lessee. Any occupancy by Lessee prior to the beginning of the Term shall in all respects be the same as that of a Lessee under this Lease.

Lessor shall have no responsibility or liability for loss or damage to fixtures, facilities or equipment installed or left on the Demised Premises.

9. SECURITY AND DAMAGE DEPOSIT: None.

10. USE: The Demised Premises shall be used and occupied by Lessee solely for the purposes of advancing the intent of the Hopkins Historical Society in providing historical information and historical services showcasing the history of the City of Hopkins, its citizens, businesses and organizations (hereinafter referred to as the "Permitted Uses"). The Demised Premises shall not be used by any other person or entity, except by the written consent of the Lessor. Outside storage on the Premises of any type of equipment, property or materials owned or used on the Premises by Lessee or its customers and suppliers shall not be permitted without written consent of Lessor. The plaque of the Albert Pike Lodge that is currently above the entrance door shall remain in place or if to be removed, to be placed in a prominent and visible location, subject to the review and approval of the Lessor. The Lessee shall also create and maintain a permanent display area of the Albert Pike Lodge, which Albert Pike Lodge display shall be erected within the first (1st) year of the Initial Term.

11. ACCESS TO DEMISED PREMISES: The Lessee agrees to permit the Lessor and the authorized representatives of the Lessor to enter the Demised Premises at all times during usual business hours for the purpose of inspecting the same and making any necessary repairs to the Demised Premises and performing any work therein that may be necessary to comply with any laws, ordinances, rules, regulations or requirements of any public authority or of the Board of Fire Underwriters or any similar body or that the Lessor may deem necessary to prevent waste or deterioration in connection with the Demised Premises. In addition, the Lessor may enter the Demised Premises at all times for emergency repairs, as determined by the Lessor. In such a case, the Lessor shall attempt to provide notice to Lessee. Nothing herein shall imply any duty upon the part of the Lessor to do any such work which, under any provision of this Lease, the Lessee may be required to perform and the performance thereof by the Lessor shall not constitute a waiver of the Lessee's default in failing to perform the same. The Lessor may, during the progress of any work in the Demised Premises, keep and store upon the Demised Premises all necessary materials, tools and equipment. The Lessor shall not in any event be liable for inconvenience, annoyance, loss of business or other damage of the Lessee, by reason of making repairs or the performance of any work in the Demised Premises, or on account of bringing materials, supplies and equipment into or through the Demised Premises during the course thereof and the obligations of the Lessee under this Lease shall not thereby be affected in any manner whatsoever.

12. DAMAGE OR DESTRUCTION: In the event of any damage or destruction to the Premises by fire or other cause during the term hereof, the following provisions shall apply:

a. If the Demised Premises is damaged by fire or any other cause to such extent that the cost of restoration, as reasonably estimated by Lessor, will equal or exceed thirty percent (30%) of the replacement value of the Demised Premises (exclusive of foundations) just prior to the occurrence of the damage then Lessor may, no later than the sixtieth (60th) day following the damage, give Lessee written notice of Lessor's election to terminate this Lease.

b. If the cost of restoration as estimated by Lessor will equal or exceed fifty percent (50%) of said replacement value of the Demised Premises and if the Demised Premises are not suitable as a result of said damage for the purposes for which they are demised hereunder, in the reasonable opinion of Lessee, then Lessee may, no later than the sixtieth (60th) day following the damage, give Lessor a written notice of election to terminate this Lease.

c. If the cost of restoration as estimated by Lessor shall amount to less than thirty percent (30%) of said replacement value of the Demised Premises, or if, despite the cost, Lessor does not elect to terminate this Lease, Lessor shall restore the Building and the Demised Premises with reasonable promptness, subject to delays beyond Lessor's control and delays in the making of insurance adjustments by Lessor; and Lessee shall not be responsible for restoring or repairing leasehold improvements of the Lessee.

d. In the event of either of the elections to terminate, this Lease shall be deemed to terminate on the date of the receipt of the notice of election and all Rent and Additional Rent shall be paid up to that date, Lessee shall have no claim against lessor for the value of any unexpired Term of this Lease.

e. In any case where damage to the Demised Premises, shall materially affect the Demised Premises so as to render them unsuitable in whole or in part for the purposes for which they are demised hereunder, then, unless such destruction was wholly or partially caused by the negligence or breach of the terms of this Lease by Lessor, its employees, contractors or licensees, the Lessee shall be responsible for the cost of said repairs and shall make payment to the Lessor upon demand, which cost shall be Additional Rent.

13. CASUALTY INSURANCE:

a. Lessor shall at all times during the term of this Lease, at its expense, maintain a policy or policies of insurance with premiums paid in advance issued by an insurance company licensed to do business in the State of Minnesota insuring the Demised Premises against loss or damage by fire, explosion or other insurance hazards and contingencies for the full replacement value, provided that Lessor shall not be obligated to insure any furniture, equipment, machinery, goods or supplies not covered by this Lease which Lessee may bring upon the Demised Premises or any additional improvements which Lessee may construct or install on the Demised Premises.

b. Lessee shall not carry any stock of goods or do anything in or about the Demised Premises which will in any way impair or invalidate the obligation of the insurer under any policy of insurance required by this Lease.

c. Lessor hereby waives and releases all claims, liability and causes of action against Lessee and its agents, servants and employees for loss or damage to, or destruction of, the Premises or any portion thereof, including the buildings and other improvements situated thereon, resulting from fire, explosion and other perils included in standard extended coverage insurance, whether caused by the negligence of any of said persons or otherwise. Likewise, Lessee hereby waives and releases all claims, liabilities and causes of action against Lessor and its agents, servants and employees for loss or damage to, or destruction of, any of the improvements, fixtures, equipment, supplies, merchandise and other property, whether that of Lessee or of others in, upon or about the Premises resulting from fire, explosion or the other perils included in standard extended coverage insurance, whether caused by the negligence of any of said persons or otherwise. The waiver shall remain in force whether or not the Lessee's insurer shall consent thereto.

14. PUBLIC LIABILITY INSURANCE: Lessee shall during the term hereof, keep in full force and effect at its expense a policy or policies of commercial liability insurance with respect to the Demised Premises and the business of Lessee, in which Lessor shall be named as an additional insured with limits of liability not less than the Lessors minimum tort liability under Minn. Stat. Ch. 466. Such policy or policies shall provide that ten (10) days written notice must be given to Lessor prior to cancellation hereof. Lessee shall furnish evidence satisfactory to Lessor at the time of this Lease is executed that such coverage is in full force and effect and shall provide evidence of such continued coverage annually with the annual Rent and Additional Rent payment.

15. COVENANTS TO HOLD HARMLESS: Unless the liability for damage or loss is caused by the negligence of Lessor, its agents or employees, Lessee shall indemnify, defend and hold harmless Lessor, its elected officials, officers, employees and agents from any liability for damages to any person or property in or upon the Demised Premises and the Premises, including the person and the property of Lessee and its employees and all persons in the Demised Premises at its or their invitation or sufferance, and from all damages resulting from Lessee's failure to perform the covenants of this Lease. All property kept, maintained or stored on the Demised Premises shall be so kept, maintained or stored at the sole risk of Lessee. Lessee agrees to pay all sums of money in respect of any labor, service, materials, supplies or equipment furnished or alleged to have been furnished to Lessee in or about the Premises, and not

furnished on order of Lessor, which may be secured by any Mechanic's Materialmen's or other lien to be discharged at the time performance of any obligation secured thereby matures, provide that Lessee may contest such lien, but if such lien is reduced to final judgment and if such judgment or process thereon is not stayed, or if stayed and said stay expires, then and in each such event, Lessee shall forthwith pay and discharge said judgment. Lessor shall have the right to post and maintain on the Demised Premises notices of non-responsibility under the laws of the State of Minnesota.

16. NON-LIABILITY: Subject to the terms and conditions of Article 13 hereof, Lessor shall not be liable for damage to any property of Lessee on the Premises, nor for the loss of or damage to any property of Lessee by theft or otherwise. Lessor shall not be liable for any injury or damage to persons or property resulting from fire, explosion, any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Premises or from the pipes, appliances, or plumbing works or from the roof, street or subsurface of from any other place or by dampness or by any such damage caused by other Lessees or persons in the Premises, occupants of adjacent property, of the buildings, or the public or caused by operations in construction of any private, public or quasi-public work. Lessor shall not be liable for any latent defect in the Demised Premises. All property of Lessee kept or stored on the Demised Premises shall be so kept or stored at the risk of Lessee only and Lessee shall hold Lessor harmless from any claims arising out of damage to the same, including subrogation claims by Lessee's insurance carrier.

17. ASSIGNMENT OR SUBLETTING: Lessee agrees to use and occupy the Demised Premises throughout the entire Term hereof for the purposes herein specified and for no other purposes, in the manner, and to substantially the extent now intended, and not to transfer or assign this Lease or sublet said Demised Premises, or any part thereof, whether by voluntary act, operation of law, or otherwise, without first obtaining the prior written consent of Lessor in each instance. Lessee shall seek such consent of Lessor by a written request therefore, setting forth such information as Lessor may deem necessary. Should Lessee sublet in accordance with the Terms of this Lease, fifty percent (50%) of any increase in rental received by Lessee over the rental rate which is being paid by Lessee shall be forwarded to and retained by Lessor, which increase shall be Additional Rent.

18. ATTORNMENT: In the event of a sale or assignment of Lessor's interest in the Premises, or the Demised Premises are located, or this Lease, or if the Premises come into custody or possession of a mortgagee or any other party, whether because of a mortgage foreclosure or otherwise, Lessee shall attorn to such assignee, or other party, and recognize such party as Lessor hereunder, provided, however, Lessee's peaceable possession will not be disturbed so long as Lessee faithfully performs its obligations under this Lease. Lessee shall execute, upon demand, any attornment agreement required by any such party to be executed, containing such provisions as such party may require.

19. SUCCESSORS AND ASSIGNS: The terms, covenants and conditions hereof, shall be binding upon and inure to the successors and assigns of the parties hereto.

20. QUIET ENJOYMENT: Lessor warrants that it has full right to execute and to perform this Lease and to grant the estate demised, and that Lessee, upon payment of the rents and other amounts due and the performance of all the terms, conditions, covenant and agreements on Lessee's part to be observed and performed under this Lease, may peaceably and quietly enjoy the Demised Premises for the business uses permitted hereunder, subject, nevertheless, to the terms and conditions of this Lease.

21. OVERDUE PAYMENTS: All monies due under this Lease from Lessee to Lessor shall be due on demand, unless otherwise specified and if not paid when due, shall result in the imposition of a service charge for such late payment in the amount of one hundred percent (100%) of the amount due.

22. SURRENDER: On the expiration of the Term or upon the termination hereof upon a day other than the expiration of the Term, Lessee shall peaceably surrender the Demised Premises broom-clean in good order, condition and repair, reasonable wear and tear only excepted. On, or before, the expiration of the Term, or upon termination of this Lease on a day other than the expiration of the Term, Lessee shall, at its expense, remove all trade fixtures, personal property and equipment and signs from the Demised Premises and any property not removed shall be deemed to have been abandoned. Any damage caused in the removal of such items shall be repaired by Lessee and at its expense. All alterations, additions, improvements and fixtures (other than trade fixtures) which shall have been made or installed by Lessor or Lessee upon the Demised Premises and all floor covering so installed shall remain upon and be surrendered with the Demised Premises as a part thereof, without disturbance, molestation or injury, and without charge, at the expiration of termination of this Lease. If the Demised Premises are not surrendered on the Expiration Date or the date of termination, Lessee shall indemnify Lessor against loss or liability, claims, without limitation, made by any succeeding lessee founded on such delay. Lessee shall promptly surrender all keys for the Demised Premises to Lessor at the place then fixed for payment of rent and shall inform Lessor of combinations of any locks and safes on the Demised Premises.

23. HOLDING OVER: In the event of a holding over by Lessee after expiration or termination of this Lease without the consent in writing of Lessor, Lessee shall be deemed a lessee at sufferance and shall pay rent for such occupancy at the rate of twice the last-current aggregate Base. Except as otherwise agreed, any holding over with the written consent of Lessor shall constitute Lessee a month-to-month lessee.

24. ABANDONMENT: In the event Lessee shall remove its fixtures, equipment or machinery or shall vacate the Demised Premises, or any part thereof, prior to the Expiration Date of this Lease, or shall discontinue or suspend the operation of its business conducted on the Demised Premises for a period of more than thirty (30) consecutive days (except during any time when the Demised Premises may be rendered untenable by reason of fire or other casualty), then in any such event Lessee shall be deemed to have abandoned the Demised Premises and Lessee shall be in default under the terms of this Lease.

25. CONSENTS BY LESSOR: Whenever provision is made under this Lease for Lessee securing the consent or approval by Lessor, such consent or approval shall only be in writing.

26. NOTICES: Any notice required or permitted under this Lease shall be deemed sufficiently given or secured if sent by registered or certified return receipt mail to Lessee at 907 Main Street, Hopkins, Minnesota 55343 and to Lessor at the address then fixed for the payment of rent as provided in Paragraph 3 of this Lease, and either party may, by like written notice, at any time designate a different address to which notices shall subsequently be sent or rent to be paid.

27. GENERAL: The Lease does not create the relationship of principal agent or of partnership or of joint venture or of any association between Lessor and Lessee, the sole relationship between the parties hereto being that of Lessor and Lessee.

No waiver of any default of Lessee hereunder shall be implied from any omission by Lessor to take any action on account of such default if such default persists, or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Lessor shall not then be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent to or approval by Lessor of any act by Lessee requiring Lessor's consent or approval shall not waive or render unnecessary Lessor's consent to or approval of any subsequent similar act by Lessee shall construed to be both a covenant and a condition. No action required or permitted to be taken by or on behalf of Lessor under the terms or provisions of this Lease shall be deemed to constitute an eviction or disturbance of Lessee's possession of the Demised Premises. All preliminary negotiations are merged into and incorporated in this Lease. The laws of the State of Minnesota shall govern the validity, performance and enforcement of this Lease.

a. This Lease and the exhibits, if any, attached hereto and forming a part hereof, constitute the entire agreement between Lessor and Lessee affecting the Demised Premises and there are no other agreements, subsequent alteration, amendment change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and executed in the same form and manner in which this Lease is executed.

b. If any agreement, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such agreement, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each agreement, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

28. HAZARDOUS MATERIAL:

a. The Demised Premises hereby leased shall be used by and/or at the sufferance of Lessee only for the Permitted Use and for no other purposes. Lessee shall not use or permit the use of the Demised Premises in any manner that will tend to create waste or a nuisance, or will tend to unreasonably disturb other Lessees in the Demised Premises or the Premises. Lessee, its employees and all persons visiting or doing business with Lessee in the Demised Premises shall be bound by and shall observe the reasonable rules and regulations made by Lessor relating to the Demised Premises, the Demised Premises Building or the Premises of which notice in writing shall be given to the Lessee, and all such rules and regulations shall be deemed to be incorporated into and form a part of this Lease.

b. Lessor and Lessee covenant through the Lease Term, at Lessee's sole cost and expense, promptly to comply with all laws and ordinances and the orders, rules and regulations and requirements of all federal, state and municipal governments and appropriate departments, commission, boards, and officers thereof, and the orders, rules and regulations of the Board of Fire Underwriters where the Demised Premises are situated, or any other body now or hereafter as well as extraordinary, and whether or not the same require structural repairs or alterations, which may be applicable to the Demised Premises, or the use or manner of use of the Demised Premises. Lessee will likewise observe and comply with the requirements of all policies of public liability, fire and all other policies of insurance at any time in force with respect to the building and improvements on the Demised Premises and the equipment thereof.

c. In the event any Hazardous Material (hereinafter defined) is brought or caused to be brought into or onto the Demised Premises or the Premises by Lessee, Lessee shall handle any such material in compliance with all applicable federal, state and/or local regulations. For purposes of this Article, "Hazardous Material" means and includes any hazardous, toxic or dangerous waste, substance or material defined as such in (or for the purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Super" law, or any federal, state or local statute, law, ordinance, code, rule, regulation, order decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or materials, as now or at any time hereafter in effect. Lessee shall submit to Lessor, on an annual basis, copies of its approved hazardous materials communication plan, OSHA monitoring plan, and permits required by the Resource Recovery and Conservation Act of 1976, if Lessee is required to prepare, file or obtain any such plans or permits. Lessee will indemnify and hold harmless Lessor from any losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees) which Lessor may suffer or incur as a result of Lessee's introduction into or onto the Demised Premises, building on the Premises or Premises of any Hazardous Material. This Article shall survive the expiration or sooner termination of this Lease.

29. CAPTIONS: The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Lease nor the intent or any provision thereof.

30. ABANDONMENT OF PREMISES: Lessee shall not vacate or abandon the Demised Premises at any time during the Term of this Lease. If Lessee abandons, vacates, or surrenders the Demised Premises, or is disposed by process of law, or otherwise, the Lessee shall be in default and any personal property belonging to Lessee and left on the Demised Premises, the Lessor may declare said personal property to be abandoned and Lessor may take title to said personal property.

31. DEFAULT: All rights and remedies of Lessor herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. It is agreed that in the event:

a. That the Lessee shall fail, neglect or refuse to pay any Rent or Additional Rent at the time and in the amount as herein provided, or to pay promptly any other money agreed by it when the same shall become due; or

b. That the Lessee shall become insolvent or the leasehold interest of the Lessee shall be taken on execution or other process of law, or if the Lessee shall make an assignment for the benefit of creditors, or if a petition be filed by or against it to have it adjudicated a bankrupt, or if Lessee is brought into liquidation by any means whatsoever, or if the Lessee shall vacate the Premises or abandon the same during the term of this Lease; or

c. That the Lessee shall fail, neglect or refuse to keep and perform any of the other covenants, conditions, stipulations or agreements herein contained and, unless a shorter time is otherwise provided therefore, in the event any such default shall continue for a period of more than thirty (30) days after notice thereof in writing is given to the Lessee by the Lessor;

then the Lessee does hereby authorize the Lessor to enter onto the Demised Premises and take full and absolute possession of Lessee's property located on the Premises without such re-entry causing a forfeiture of the Rent or Additional Rent to be paid or the covenants to be performed by the Lessee hereunder for the full Term of this Lease. In such case, the Lessor may lease or sublease or subdivide the Premises for such rental as Lessor may reasonably obtain, crediting Lessee with the Rent so obtained after deducting the costs Lessor reasonably incurs by such re-entry, leasing or sub-leasing; or the Lessor, at its option, may terminate this Lease and re-enter and take full and absolute possession of the Demised Premises free from any further right or claim by the Lessee. In addition, any past and Base Rent and Additional Rent and other money due under this Lease shall be immediately due and owing to Lessor from Lessee with interest of eight percent (8%) per annum from the date the obligation first arose.

It is agreed that after the service of notice or the commencement of suit, or after final judgment for possession of the Demised Premises, the Lessor may receive and collect any Base Rent, Additional Rent and other money due under this Lease without prejudice to, nor waiver of or effect upon the said notice, suit or judgment.

Lessor shall in no event be charged with default in the performance of any of its obligations hereunder unless and until Lessor shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default(s) after written notice by Lessee to Lessor properly specifying wherein Lessor has failed to perform any such obligation.

32. EMINENT DOMAIN: If any legally constituted authority condemns the Premises, or such part thereof which shall make the Demised Premises unsuitable for leasing in the discretion of the Lessor, this Lease shall cease when the public authority takes possession, and Lessor and Lessee shall account for Base Rent and Additional Rent as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

33. REAL ESTATE TAXES and ASSESSMENTS: All general real estate taxes, if any, coming due during the Lease term on the Premises as a result of the Lessee's use of the Demised Premises shall be the sole responsibility of the Lessee.

34. MEMORANDUM OF LEASE: Upon execution of this Lease the parties shall execute a memorandum of lease drafted by Lessor that shall be recorded against the Premises.

35. OBLIGATIONS OF LESSOR:

- a. The Lessor will provide new locks for the entrance door. Keys shall be given to Lessee.
- b. The Lessor will insure the Building on the Premises pursuant to Section 13 of this Lease.
- c. The Lessor shall be responsible for all exterior maintenance, including mowing, snow removal, Holiday decorations and planters pursuant to Section 5 of this Lease.
- d. The Lessor shall be responsible for the following utility costs: electric, natural gas, water and sewer and HVAC costs and maintenance pursuant to Section 4 of this Lease.
- e. The Lessor and Lessee agree that both parties shall cooperatively work together to allow Lessor to hold events at the Premises.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused these presents to be executed in form and manner sufficient to bind them at law as of the day and year first above written.

LESSOR:

City of Hopkins
a Minnesota municipal corporation

By: 
Its: City Manager

LESSEE:

Hopkins Historical Society
a Minnesota non-profit corporation

By: 
Its: President

Memorandum of Understanding

Between the City of Hopkins and the Hopkins Historical Society For the Operation and Maintenance of the Albert Pike Lodge/Hopkins History Center

This Memorandum of Understanding (MOU) is made by and between the City of Hopkins, a body corporate and politic and a Charter City in the State of Minnesota (“City”) and the Hopkins Historical Society, (“Society”) a 501 (c) (3) organization dedicated to preserving the objects, documents, and narratives related to the history of Hopkins, Minnesota.

WHEREAS, in 2015 the City of Hopkins purchased the Albert Pike Lodge building on Mainstreet; and

WHEREAS, the Albert Pike Lodge is an architecturally unique building in Hopkins in the Greek Revival style; and

WHEREAS, the Albert Pike Lodge building has been a presence on the City's main street since its completion in 1902 and is one of the oldest buildings in Minnesota that was built by and for Masons; and

WHEREAS, the CITY wishes to preserve this historic structure in downtown Hopkins; and

WHEREAS, the SOCIETY has a need to expand its space and find a more centralized public location to increase its reach in the community; and

WHEREAS, the CITY and the SOCIETY see the establishment of the Hopkins History Center in the Albert Pike Lodge as the way to both preserve the building as well as improve the access of both the public and researchers to the history of Hopkins;

NOW THEREFORE it is mutually agreed by and between the parties that they enter into this MOU in order to document the understanding of the parties as the roles and responsibilities of each party.

1.0 Responsibilities of the City

1.1 Pay all utilities including, water and sewer, garbage disposal, electrical and natural gas.

1.2 Repairs to the structure except where repairs are required by the acts of the Society.

1.3 Outside maintenance including grounds, parking areas, and snow and ice removal.

1.4 Seek grant funding in order to commission a Historic Structure Report

2.0 Responsibilities of the Society

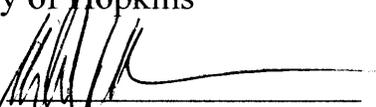
2.1 Inventory all of the contents of the Lodge to determine their historical significance.

2.2 Preserve all items that are historically significant.

2.3 Arrange for "as built" blueprints to be produced of the current building.

City of Hopkins

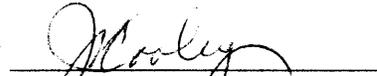
By



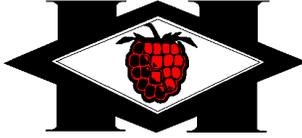
City Manager

Hopkins Historical Society

By



President



Finance Department

CITY OF HOPKINS

Memorandum

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

From: Nick Bishop, Finance Director

Date: May 3, 2022

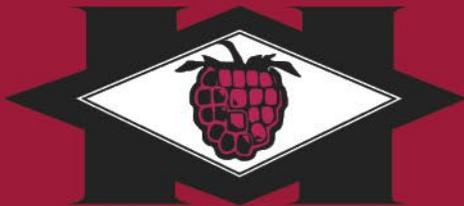
Subject: First Quarter Financial Report

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

2022 1st Quarter

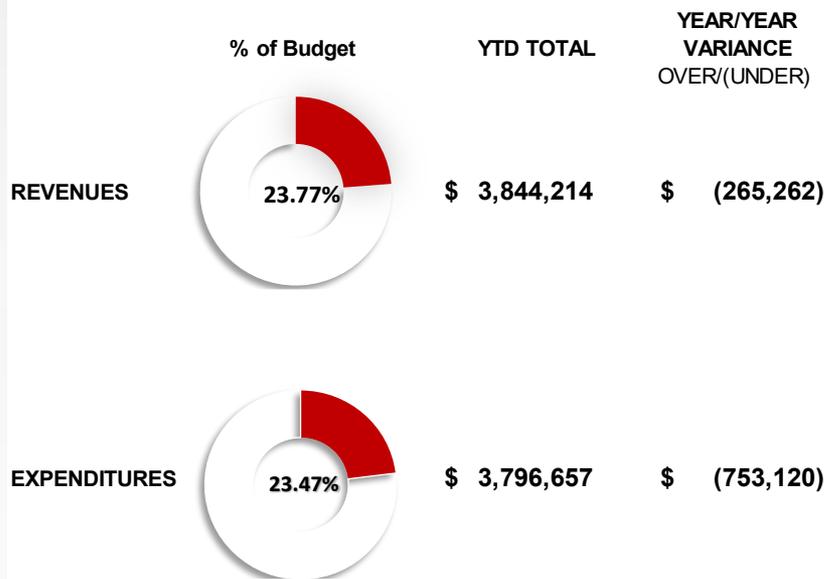
Financial Report

Prepared by Finance Department

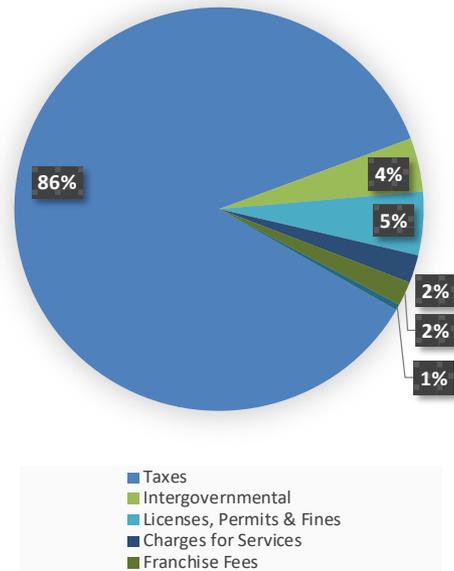


City of
Hopkins
Minnesota

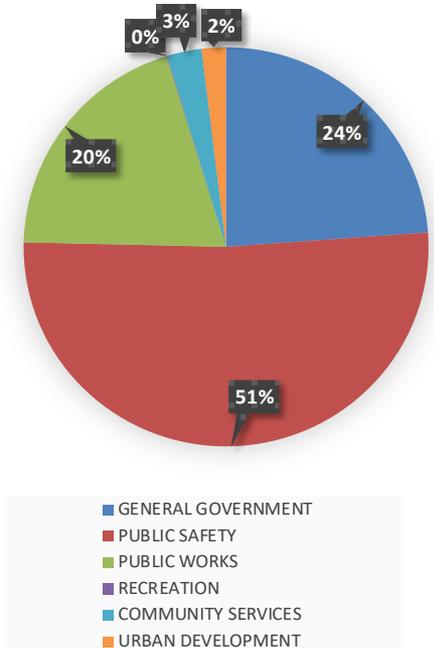
General Fund Overview



Revenue by Source



Expense by Department



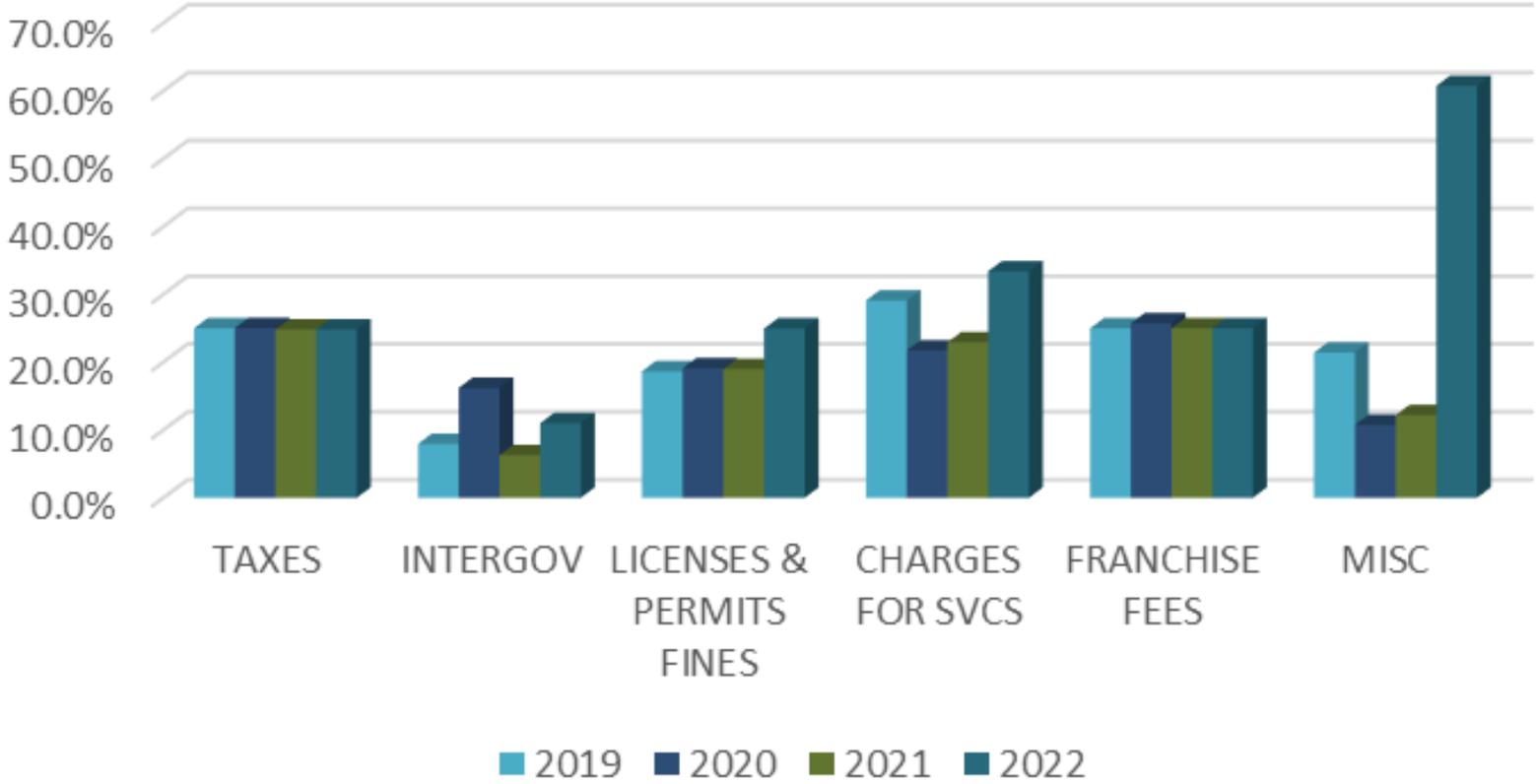
General Fund Revenues

		<u>Budget</u>		<u>Actual</u>	<u>% of Budget</u>
Taxes	\$	13,305,239	\$	3,304,935	24.84%
Intergovernmental		1,502,066		165,412	11.01%
Licenses, Permits & Fines		781,515		195,217	24.98%
Charges for Services		258,550		86,359	33.40%
Franchise Fees		296,200		74,050	25.00%
Miscellaneous		30,050		18,242	60.70%
Total Revenues	\$	16,173,620	\$	3,844,214	23.77%



General Fund Revenues

Percent of Budget through 1st Qtr



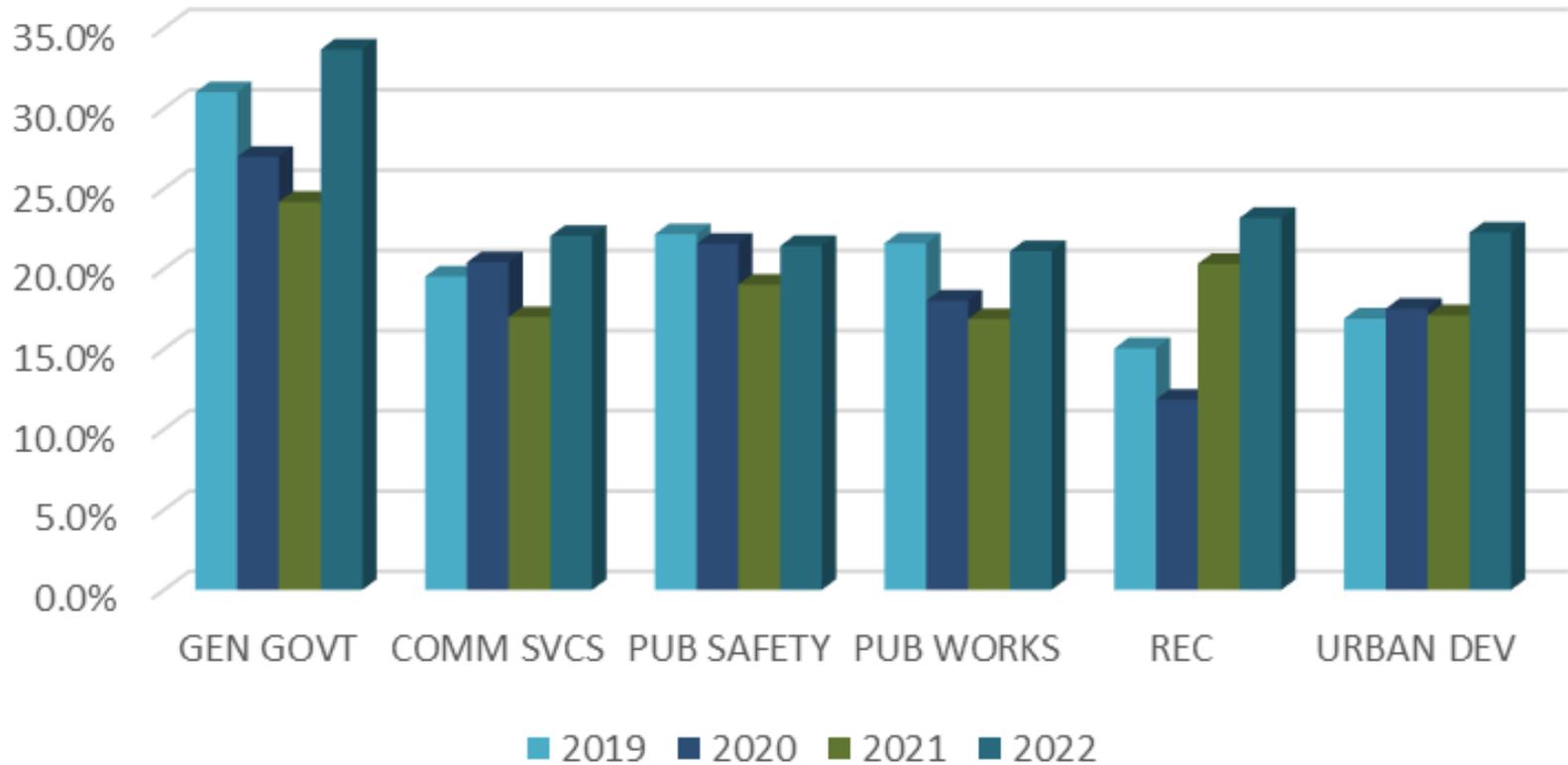
General Fund Expenditures

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
General Government	\$ 2,639,376	\$ 888,680	33.67%
Community Services	466,388	102,849	22.05%
Public Safety	8,472,939	1,815,891	21.43%
Public Works	3,509,559	740,685	21.10%
Recreation	761,863	176,545	23.17%
Total Expenditures	\$ 16,173,620	\$ 3,796,657	23.47%



General Fund Expenditures

Percent of Budget through 1st Qtr

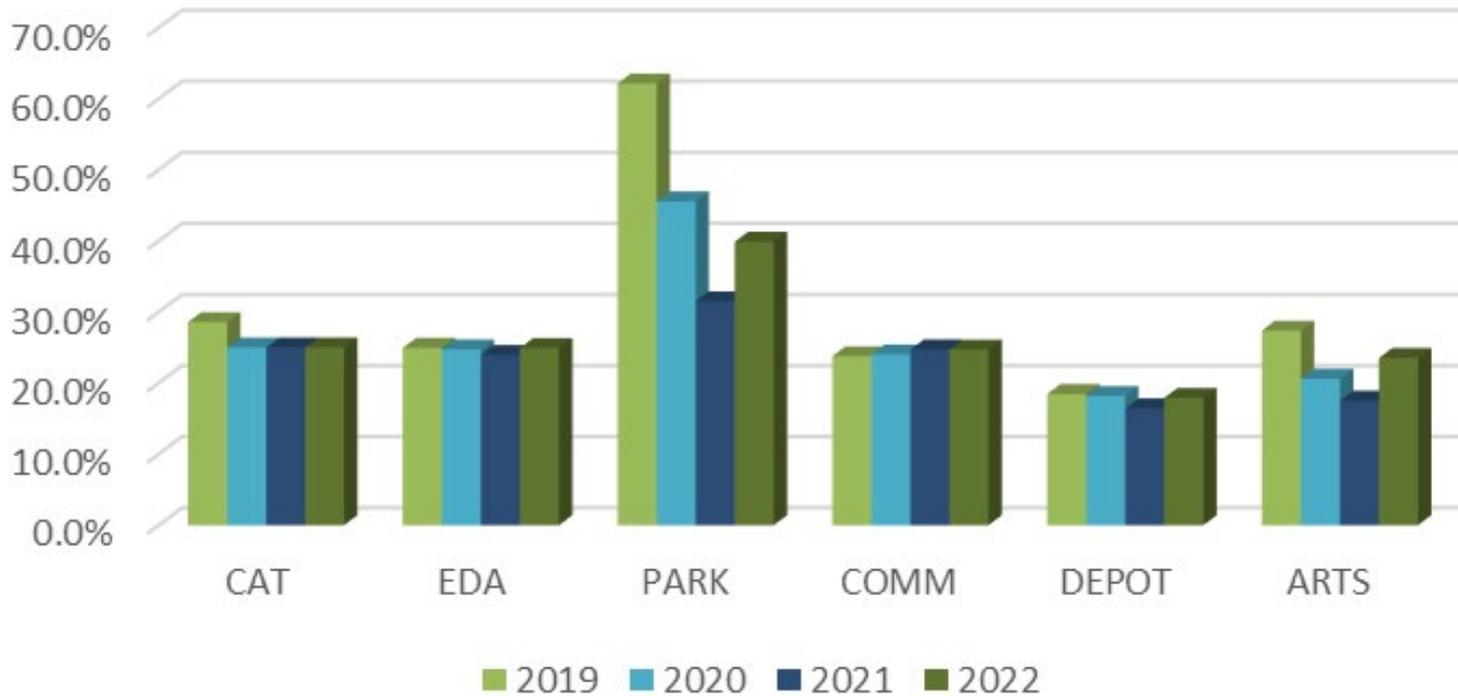


Special Revenue Funds Revenues

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
Chemical Assessment	\$ 65,000	\$ 16,250	25.00%
Economic Development	506,302	126,153	24.92%
Parking	130,500	52,033	39.87%
Communications	243,000	60,000	24.69%
Depot Coffee House	254,169	45,522	17.91%
Art Center	1,087,458	255,834	23.53%



Special Revenue Fund Revenues Percent of Budget through 1st Qtr



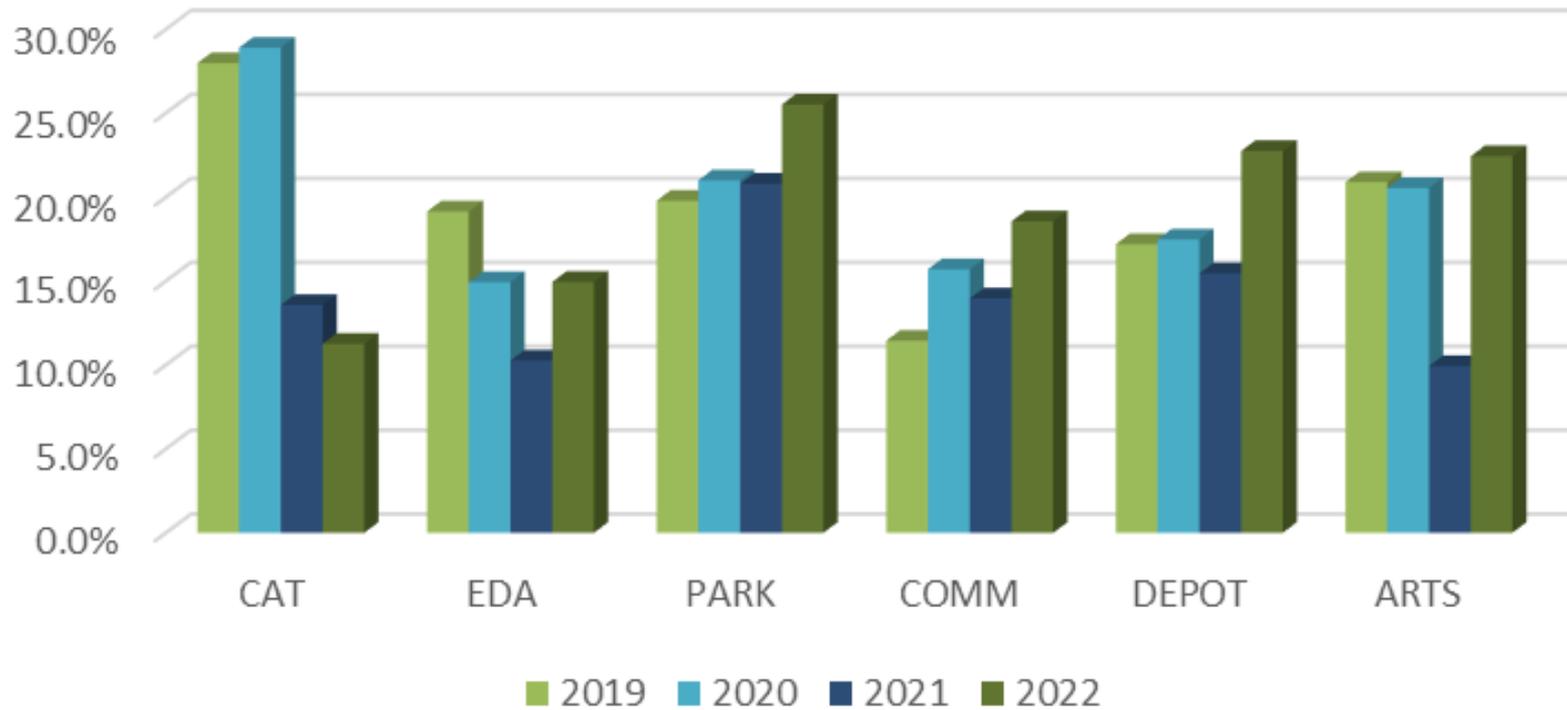
Special Revenue Funds Expenditures

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
Chemical Assessment	\$ 65,000	\$ 7,316	11.26%
Economic Development	502,072	75,024	14.94%
Parking	162,030	41,341	25.51%
Communications	271,945	50,456	18.55%
Depot Coffee House	254,169	57,797	22.74%
Art Center	1,027,458	230,461	22.43%



Special Revenue Fund Expenditures

Percent of Budget through 1st Qtr



Special Revenue Funds Financial Position

	<u>Revenues</u>	<u>Expenses</u>	<u>ARPA Allocations</u>	<u>Change In Fund Balance</u>	<u>Ending Fund Balance</u>
Chemical Assessment	\$ 16,250	\$ 7,316	\$ -	\$ 8,934	\$ (17,121)
Economic Development	126,153	75,024	-	51,129	4,562,618
Parking	52,033	41,341	15,000	25,693	16,993
Communications	60,000	50,456	-	9,544	290,673
Depot Coffee House	45,522	57,797	-	(12,275)	(147,189)
Art Center	255,834	230,461	318,224	343,597	(414,763)



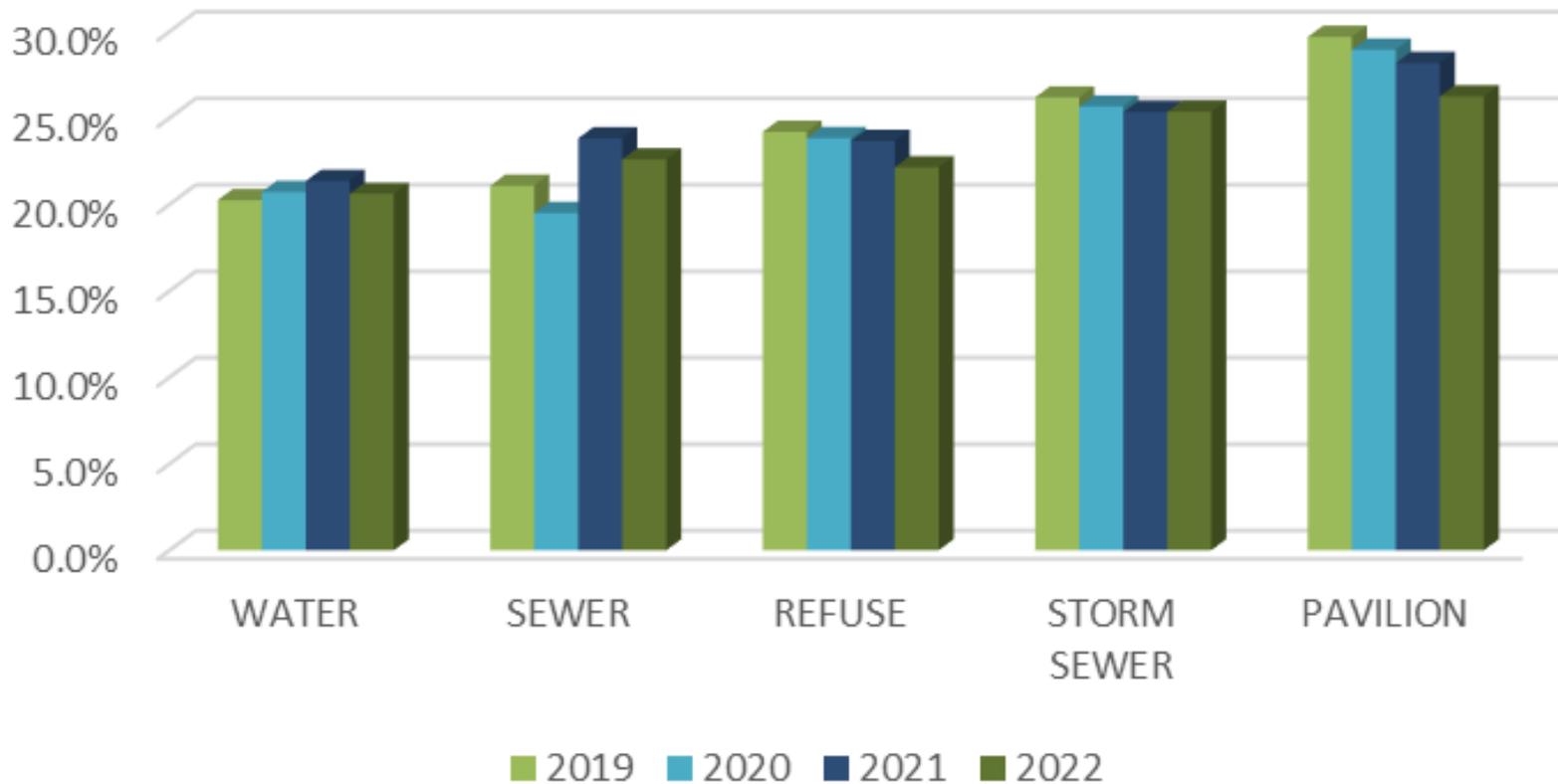
Enterprise Funds Revenues

		<u>Budget</u>		<u>Actual</u>	<u>% of Budget</u>
Water	\$	2,366,750	\$	487,872	20.61%
Sewer		3,213,750		726,623	22.61%
Refuse		1,243,270		275,438	22.15%
Storm Sewer		792,332		200,936	25.36%
Pavilion		836,500		219,592	26.25%



Enterprise Fund Revenues

Percent of Budget through 1st Qtr



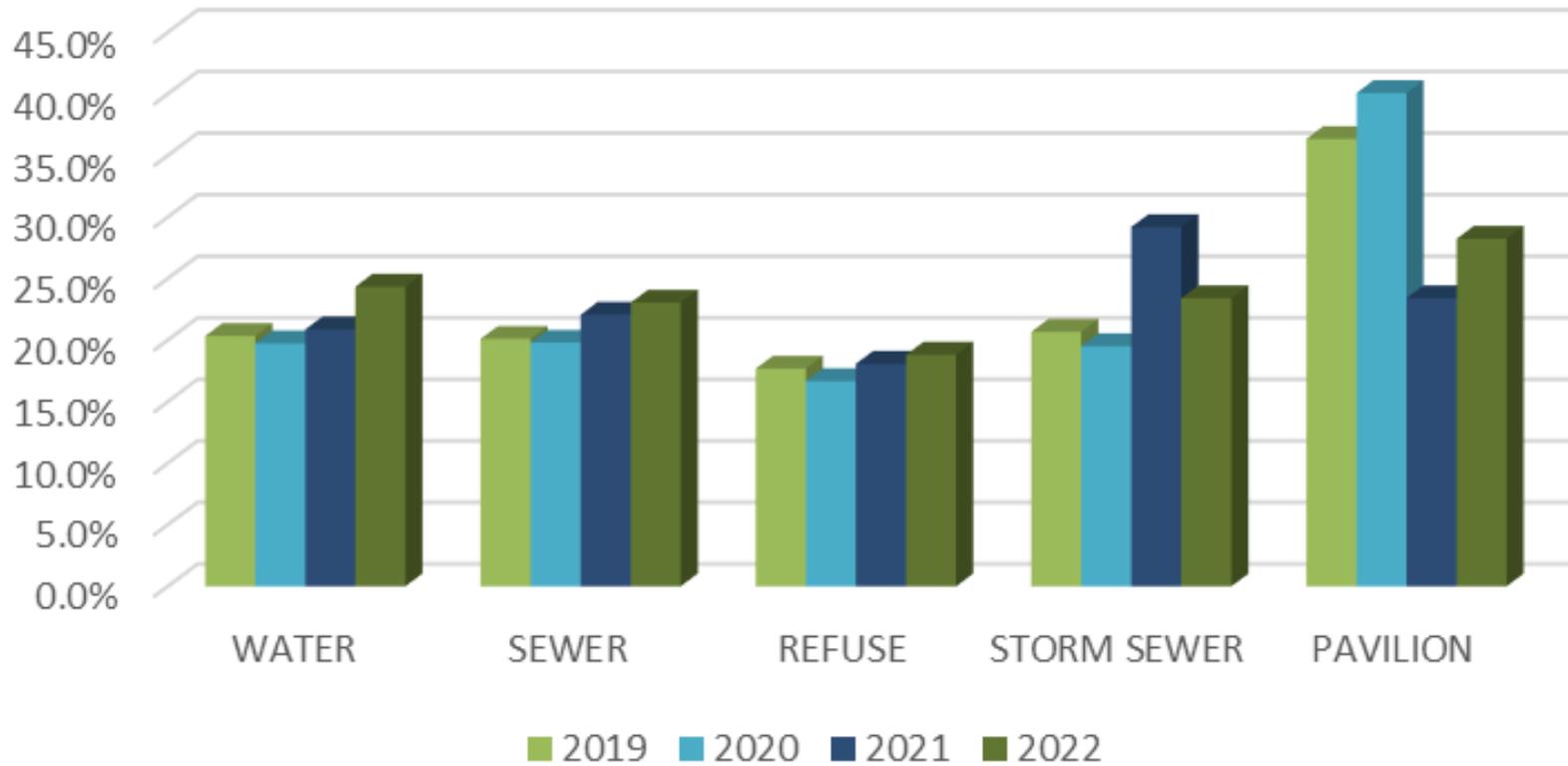
Enterprise Funds Expenses

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
Water	\$ 2,364,599	\$ 575,775	24.35%
Sewer	3,152,338	726,789	23.06%
Refuse	1,329,059	250,061	18.81%
Storm Sewer	679,722	159,083	23.40%
Pavilion	1,086,448	306,786	28.24%



Enterprise Fund Expenses

Percent of Budget through 1st Qtr



Enterprise Funds Financial Position

		<u>Revenues</u>		<u>Expenses</u>		Net Income (Loss)
Water	\$	487,872	\$	575,775	\$	(87,903)
Sewer	\$	726,623	\$	726,789	\$	(166)
Refuse	\$	275,438	\$	250,061	\$	25,377
Storm Sewer	\$	200,936	\$	159,083	\$	41,852
Pavilion	\$	219,592	\$	306,786	\$	(87,194)

- All funds include depreciation expense



Next Steps – 2023 Budget

Meeting Date	Meeting Type	Subject	Details
April-July	N/A	Internal Preparations	-2021 Audit Ongoing -Departments Prepare Budgets, Equipment Replacement and Capital Improvement Plans
June 14	Work Session	-Financial Management Plan (FMP) -TIF Overview	-Review a preliminary version of FMP
July 12	Work Session	-Review 2023 Tax Levy and General Fund Budget -Fund Balance Discussion	-First Draft



Next Steps – 2023 Budget

Meeting Date	Meeting Type	Subject	Details
August 10	Work Session	Review Capital Improvement Plan and Equipment Replacement Plans	-Park Dedication Fund -Permanent Improvement Revolving Fund (Street Projects) -Equipment Replacement Levy
August 16	Community Event	Review 2023 Tax Levy and General Fund Budget	-Presentation -Question and Answer Session
September 20	Regular Meeting	Review 2023 Tax Levy and General Fund Budget	-Preliminary for approval on September 20
September 20	Regular Meeting	Approve Preliminary Tax Levy and General Fund Budget	-Must be approved by September 30



Next Steps – 2023 Budget

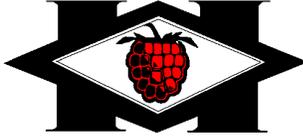
Meeting Date	Meeting Type	Subject	Details
October 11	Work Session	Review Enterprise Fund Budgets and Utility Rates	-Water -Sewer -Storm Sewer -Refuse -Pavilion
November 1	Regular Meeting	Approve CIP, ERP and Utility Rates	
November 14	Work Session	Review Special Revenue Budgets and Activity Center Budget	-Chemical Assessment -Economic Development -Communications -Parking -Depot -Arts Center -Activity Center



Next Steps – 2023 Budget

Meeting Date	Meeting Type	Subject	Details
December 5 (Monday)	Regular Meeting	Truth in Taxation Hearing	-Overview of 2023 Budget and Tax Levy -Public Comment
December 6	Regular Meeting	Approve Final Budget and Tax Levy	
December 13	Regular Meeting	Approve Final Budget and Tax Levy	-Last scheduled meeting to approve





Finance Department

CITY OF HOPKINS

Memorandum

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

From: Nick Bishop, Finance Director

Date: May 3, 2022

Subject: Debt Update

PURPOSE

To provide an overview and update related to the City's Debt.

INFORMATION

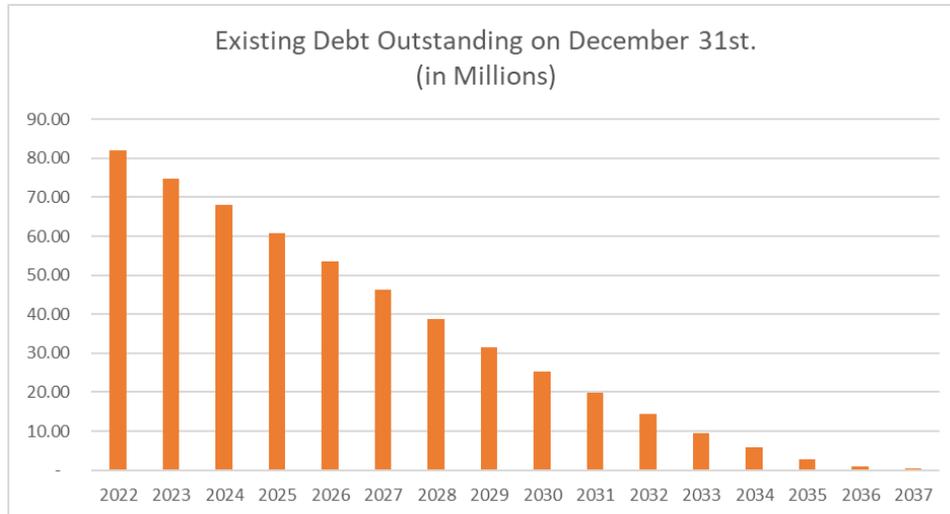
The City of Hopkins issues debt for infrastructure (roads, water, sewer and storm sewer) and large scale equipment (fire trucks and garbage trucks, among others) with a lifespan at least equal to the length of the debt (in most cases much longer). Despite the lifetime of the infrastructure being decades long, the average city debt is issued for only 15 years, which reduces the amount of interest paid.

The City has been focusing on projects to reconstruct streets, and ensuring our infrastructure is prepared for Southwest Light Rail and the development expected from the significant change projected for the community.

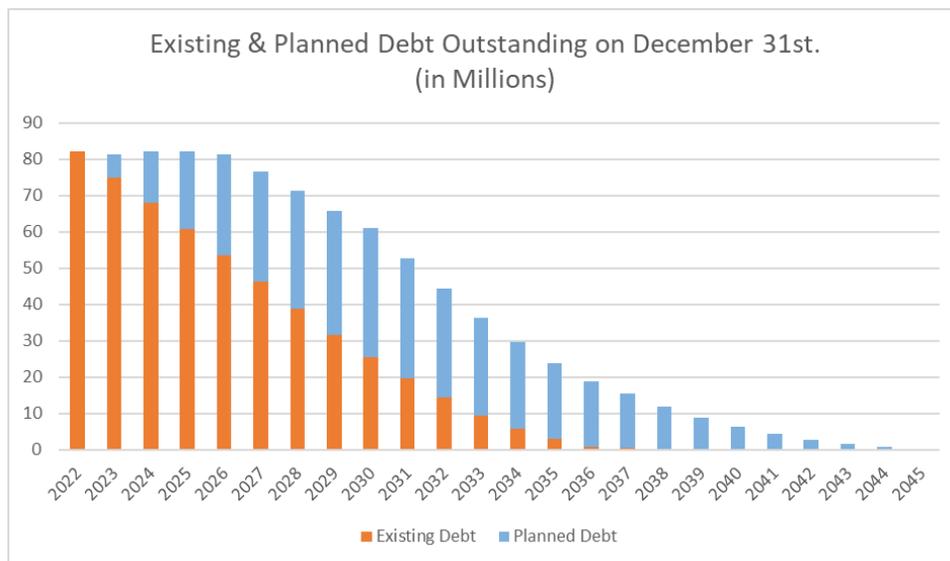
All streets in Hopkins are planned to be reconstructed by 2030. Continuing this program and annual street surface improvement projects ensures the future preservation of our roadways and helps maintain the quality of life Hopkins residents have come to expect.

As of May 3rd 2022, the City of has \$53,396,300 of Tax Levy-supported debt. The City also has \$18,683,700 of debt paid by Utility Revenues and \$9,940,000 of debt paid by Tax Increment Financing (TIF). Total debt outstanding is \$82,020,000.

83% of the City's outstanding debt will be paid off within the next 10 years. The City would pay off all existing debt in 2038. The following chart shows the total amount of debt outstanding as of December 31st of each year:



Future debt issuances would be needed to reconstruct all City streets by 2030. Projected payments roughly equal the same amount as planned issuances over the next several years. Total outstanding debt would remain relatively stable between 2022 and 2026. The following chart shows the total existing and planned debt outstanding as of December 31st of each year.



The debt planned in future periods would be paid for with tax levy, special assessments and user charges for water, sewer and storm sewer. The following chart shows the projected debt levies required to continue the pavement management program as included in the 2022-2026 Capital Improvement Plan.

Projected Debt Levy Based on 2022-2026 Capital Improvement Plan						
	Levy Year					
	2022	2023	2024	2025	2026	2027
Current Debt	4,003,044	3,911,255	3,896,932	3,916,482	3,726,313	3,583,232
West Central Avenues 2023 Project	-	-	185,000	185,000	185,000	185,000
Central Avenues (3 year project) 2024 Project	-	-	-	295,000	295,000	295,000
Central Avenues (3 year project) 2025 Project	-	-	-	-	300,000	300,000
Central Avenues (3 year project) 2026 Project	-	-	-	-	-	305,000
Total Debt Levy	4,003,044	3,911,255	4,081,932	4,396,482	4,506,313	4,668,232
Increase (Decrease)	(2.57%)	(2.29%)	4.36%	7.71%	2.50%	3.59%

FUTURE ACTION

City Council will review a preliminary version on the Financial Management Plan (FMP) on June 14th. The FMP is a multi-year fiscal plan for all tax supported funds. The FMP will include existing debt, future debt, Capital Improvement Plans, Equipment Replacement Plans, tax base growth, TIF de-certifications and projected operating expenses.