

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

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

I. CALL TO ORDER

II. ADOPT AGENDA

III. PRESENTATIONS

IV. CONSENT AGENDA

1. Minutes of the January 5, 2021 City Council Regular Meeting Proceedings
2. Minutes of the January 12, 2021 City Council Work Session Proceedings
3. Home Energy Squad Partnership Agreement with the Center for Energy and the Environment; Youngquist
4. Assignment and Assumption of Gallery Flats Parking Lease Agreement; Stadler
5. Approve Agreement with Hennepin County for Assessing Services; Bishop
6. Approval of 2021 Union Contract with L.E.L.S. #142 Public Service Officers; Lenz

V. PUBLIC HEARING

1. Second Reading of Ordinance 2020-1162; Lindahl

VI. OLD BUSINESS

VII. NEW BUSINESS

1. Vista 44 Planned Unit Development (PUD) Agreement; Lindahl
2. Finance Update; Bishop

VIII. ANNOUNCEMENTS

- Next Regular City Council Meeting: Tuesday, February 2 at 7:00 p.m.

IX. ADJOURN

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

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

CALL TO ORDER

Pursuant to due call and notice thereof a regular meeting of the Hopkins City Council was held on Tuesday, January 5, 2021 at 7:00 p.m. in the Council Chambers at City Hall, 1010 1st Street South.

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

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

ADOPT AGENDA

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

Motion to Adopt the Agenda.

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

Nays: None. Motion carried.

CONSENT AGENDA

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

Motion to Approve the Consent Agenda.

1. Minutes of the December 15, 2020 City Council Regular Meeting Proceedings
2. Appointment of Mayor Pro Tempore for 2021; Domeier
3. Designation of Official Newspaper for 2021; Domeier
4. Resolution Approving an Off Sale Intoxicating Liquor License for Vintage Spirits LLC dba Ace Spirits; Domeier
5. Second Reading of Ordinance 2020-1161; Kearney
6. Designation of Official Depositories for 2021; Bishop
7. Ratify Checks Issued in December 2020; Bishop
8. Approve License Agreement – Metro Transit use of Lot 800 as park and ride; Stadler

Ayes: Beck, Brausen, Halverson, Hunke, Gadd

Nays: None. Motion carried.

NEW BUSINESS

VII.1. First Reading: St. Joseph's Church Easement Vacation; Lindahl

Chief Planner Lindahl provided a summary of Council Report 2020-005 requesting first reading of Ordinance 2020-1162 vacating the north-south utility easement in Block 8, West Minneapolis Addition.

**HOPKINS CITY COUNCIL
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Council Member Halverson questioned what utilities are presently on the property. Mr. Lindahl stated no utilities are located underground but that an overhead utility exists which will be removed in the future.

Chris Dettling with Beacon Interfaith provided an update on the project status.

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

Motion to adopt Resolution 2020-068, approving the first reading of Ordinance 2020-1162 vacating the north-south utility easement in Block 8, West Minneapolis Addition.

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

Nays: None. Motion carried.

VII.2. 2021 Mission and Goals – Hopkins City Council; Mornson

City Manager Mornson provided a presentation highlighting accomplishments in 2020 and projecting out for 2021. He provided the schedule for the next three months to assess current goals and objectives of each department to use in creating new goals and initiatives in 2021.

Council Member Brausen concurred with Mr. Mornson's comments about the great work done by staff in 2020. He applauded the changes to budget process, services, outreach to the residents and Mr. Mornson LMC service.

Council Member Beck suggested that the written goals be reviewed.

Mayor Gadd shared his appreciation to staff for being flexible during the pandemic. He talked about financial goals, business support, technology and resident engagement. It is important that all people feel safe and respected in Hopkins.

Mr. Mornson talked about some upcoming discussions and decisions to be made. Staff is excited to update the City Council on their departments.

ANNOUNCEMENTS

Mayor Gadd stated that the next meetings will be on January 12 at 6:30 p.m. and January 19 at 7 p.m.

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REGULAR MEETING PROCEEDINGS
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ADJOURNMENT

There being no further information to come before the City Council and upon a motion by Brausen, second by Hunke, the meeting was unanimously adjourned at 7:46 p.m.

Respectfully Submitted,
Amy Domeier, City Clerk

ATTEST:

Jason Gadd, Mayor

Amy Domeier, City Clerk

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

CALL TO ORDER

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

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

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

UPDATE ON RECYCLING CONTRACT WITH WASTE MANAGEMENT AND STATUS OF CURBSIDE ORGANICS; STADLER

Director of Public Work Stadler and Solid Waste Coordinator Hove provided an update on the City's contract with Waste Management for residential recycling services and the forecast for residential curbside organics collection outlined in the staff memorandum.

Mayor Gadd questioned having a contract in place for residential curbside organics collection. Ms. Hove stated that the current contract expires on June 30. If a change is made to where the blue bag waste will be hauled staff would want to negotiate a new contract by June 30. Council Member Hunke supported offering the organic curbside service with the price spread out through all customers to encourage use.

Recommendations on moving forward with the programs will be shared by staff in the future.

PLANNING AND DEVELOPMENT PRESENTATION; ELVERUM

Director of Planning & Development Elverum provided a high-level overview of some key issues that will be before the City Council in 2021 and beyond. A copy of the presentation is retained with the staff memorandum on file.

Mayor Gadd talked about affordable housing and the statistics associated with Hennepin County. He requested that affordable housing information be readily available for future discussions. Further discussion was held about housing including types, locations, lot sizes, and market of today and in the future.

Council Member Brausen talked about the parking at the Shady Oak Station and the landfill. He wanted to ensure both projects never go off the table. Further discussion ensued regarding both properties.

Council Member Beck wanted more information about property the City owns including the two lots on the 500 block of Mainstreet, surface parking lots and the future of Mainstreet. The City Council all shared concerns about Mainstreet requesting future

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

discussions about vacancy and retail opportunities on Mainstreet as well as other parts of Hopkins.

Assistant City Manager Lenz shared a goal of getting a hotel in Hopkins. Ms. Elverum provided history on meeting with hotel developers. Council Member Halverson added that Hopkins does not have a medical clinic.

Council Member Brausen expressed the importance of meeting with land owners in Hopkins. He also shared information about the renovation to apartment buildings throughout Hopkins.

Council Member Beck questioned what's next. City Manager Mornson responded that once all the department reports are given staff will be back to Council for more discussion. It was anticipated that discussions will be held again in March or April. He agreed that future discussions are needed on projects especially the Shady Oak Station parking lot. Council Member Hunke talked about the importance of pedestrian connections in Hopkins. Mr. Mornson will survey the City Council on top issues to discuss going forward. He provided information on upcoming bonding request.

OTHER

Council Member Beck asked staff to develop a plan to allow public to attend meetings again. City Manager Mornson commented that the public is allowed the opportunity to virtually provide comments. He added that staff will consider some options for allowing public to attend meetings.

ADJOURNMENT

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

Respectfully Submitted,
Amy Domeier, City Clerk

ATTEST:

Jason Gadd, Mayor

Amy Domeier, City Clerk



January 19, 2021

Council Report 2021-007

Home Energy Squad Partnership Agreement with the Center for Energy and the Environment

Proposed Action

Staff recommends adoption of the following motion: Move to approve an agreement through 2023 between the City of Hopkins and the Center for Energy and the Environment for the Home Energy Squad Program.

Overview

The Center for Energy and the Environment (CEE) is a nonprofit that provides a range of programs and resources for homeowners, businesses, and governments designed to reduce energy consumption. Their programs include energy audits, consulting, recommendations on qualified contractors, and access to financing for energy improvements.

The City of Hopkins has partnered with CEE since 2014 to offer the Home Energy Squad Program for Hopkins residents. Changes were made to the program in 2020 in response to the COVID-19 pandemic. The process begins with a virtual visit via phone or computer, to minimize time and contact in the resident's home. The program has two types of home visits, the Energy Saver visit, which is for newer homes and the Energy Planner visit, which is recommended for homes built before 2000. The Home Energy Squad will install energy saving materials and recommend next steps.

The program is partially funded by Centerpoint Energy and Xcel Energy. Participating residents pay \$35 for an Energy Saver visit or \$50 for an Energy Planner visit, and the City makes an equal payment of \$35 or \$50 per visit. CEE bills the City quarterly based on the number of visits completed. The cost to the City will not exceed \$3,500 annually without additional authorization from the City.

Since the inception of the partnership, 158 Hopkins homeowners have taken advantage of the program. Approval of this agreement would extend the program for an additional three years to the end of 2023.

Supporting Information

- Agreement to Perform Home Energy Squad Visits in the City of Hopkins

Jan Youngquist, AICP
Community Development Coordinator

Financial Impact: \$3,500 Budgeted: Y/N Y Source: ED Fund

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

Notes: _____

**AGREEMENT to Perform
Home Energy Squad Visits
In the City of Hopkins**

This Agreement is made by and between the City of Hopkins with offices at 1010 1st Street South, MN 55343 and the Center for Energy and Environment (“CEE”), with offices at 212 3rd Avenue North, Suite 560, Minneapolis, Minnesota 55401.

The following agreement is for the Center for Energy and Environment (CEE) to deliver Home Energy Squad visits to residents of the City of Hopkins.

PROGRAM SCOPE

The purpose of the Home Energy Squad visits are to promote energy conservation in residential properties. Energy Saver visits offer energy efficient installs, and Energy Planner visits offer installs, diagnostic tests, and follow-up services. CEE will perform Home Energy Squad Energy Saver and Energy Planner visits for residents per the fee schedule listed below.

Type of Home Energy Squad Visit	City payment	Resident co-pay
Energy Saver visit	\$35	\$35
Energy Planner visit	\$50	\$50

ELIGIBLE PROPERTIES

Properties must be residential (from 1-4 units) and located within the geographical boundaries of the City of Hopkins. Individual owners of condominiums or town homes are eligible for funding.

CEE TASKS

- 1. *Conduct Home Energy Squad Energy Saver Visits.*** CEE will conduct Home Energy Squad Energy Saver visits to help homeowners identify and implement energy savings opportunities in their homes. The visit will include an insulation inspection, safety check on heating system and water, and the direct install of energy-saving materials where possible, including high-efficiency showerheads, faucet aerators, door weather stripping, programmable thermostats and LED light bulbs.
- 2. *Conduct Home Energy Squad Energy Planner Visits.*** CEE will conduct Home Energy Squad Energy Planner visits to help homeowners identify and implement energy savings opportunities in their homes. The Energy Planner visit will include the direct install of energy-saving materials where possible, including high-efficiency showerheads, faucet aerators, door weather stripping, programmable thermostats and LED light bulbs. In addition, it will include a blower door test to check for air leaks, visual inspection of insulation levels with use of infrared camera as weather permits, heating system and hot water heater combustion safety tests and a report to the homeowner on recommended energy upgrades (if resident is a renter, permission from the landlord may be required for doing these additional diagnostic services).

The co-pay and exact package of services are subject to change based on programmatic considerations, including CEE’s agreement with utilities and other factors which are outside the bounds of this agreement. CEE will notify the City of Hopkins prior to any changes taking effect. CEE will lead a community-based marketing campaign to promote the program. The City of Hopkins shall provide assistance in developing and implementing this campaign.

- 3. *Providing Air Sealing and Insulation quotes.*** If air sealing and/or insulation are recommended at a Home Energy Squad Energy Planner visit, CEE may provide a quote to the resident that would be honored by participating insulation contractors. CEE is an independent third party to any transaction between the resident and the insulation contractor. CEE does not receive any compensation from insulation contractors, nor does CEE, CenterPoint Energy or Xcel Energy accept any liability for any work performed by these contractors. Any agreement for work done by the contractors is solely between the contractor and the resident.

4. **Follow-up services and insulation contractor assistance.** If major upgrades (air sealing, insulation and furnace or boiler replacement) are recommended at the visit, CEE will follow-up with homeowners through email or by phone to encourage implementation. When a quote is provided CEE has the ability to schedule insulation work directly with a qualified contractor making it easier for homeowner to move forward with recommendations. CEE will also provide contact information to program participants who have follow-up questions after the home visit.

CITY TASKS

1. **Assist and coordinate with CEE on marketing activities.** This includes working with CEE on press releases, articles in CITY newsletters, water bill inserts, promoting program on CITY website, CITY email lists, assistance in coordinating with neighborhood and other CITY leaders, assistance in reserving workshop and event space as needed.

PAYMENT

CEE shall submit regular invoices to the City of Hopkins for activity performed under this agreement. Invoices will be emailed to Jan Youngquist.

The City of Hopkins will reimburse CEE \$35 for every Home Energy Squad Energy Saver visit completed and \$50 for every Home Energy Squad Energy Planner visit completed, not to exceed \$3,500 per year without further authorization from the City.

CONTACTS

The following individuals shall be contacts for this program:

CITY OF HOPKINS CONTACT PERSON

Jan Youngquist, City of Hopkins
Community Development Coordinator
jyoungquist@hopkinsmn.com or 952-548-6343

CEE CONTACT PERSON

Stacy Boots Camp, Center for Energy and Environment
Assistant Outreach Manager
sbootscamp@mncee.org or 612-244-2429

TERM

The project shall run from January, 1 2021 through December 31, 2023 and may be extended upon mutual agreement by the parties.

In witness thereof, the parties have executed this work order as of the date written below.

CITY OF HOPKINS

CENTER FOR ENERGY AND ENVIRONMENT

By: _____

By: _____

Date: _____

Date: _____

By: _____

Date: _____

January 19, 2021



Council Report 2021-008

Assignment and Assumption of Gallery Flats Parking Lease Agreement

Proposed Action.

Staff recommends adoption of the following motion: Move that City Council approve the assignment and assumption parking agreement between the City of Hopkins and the owner of the Gallery Flats apartments.

Overview.

In December 2019, City Council approved a 5-year extension of the parking lot lease agreement with Sidal Realty for Gallery Flats tenants' non-exclusive use of up to 36 parking stalls in the City parking ramp. The Gallery Flats apartments are in the process of being sold and the assignment and assumption agreement is necessary to transfer the current lease to the new owners. The terms and conditions of the parking agreement do not change, i.e. non-exclusive use of 36 parking stalls via permit program, annual fee of \$24,000, payment of pro rata share of property taxes, 120-day termination notice for either party, termination date of Dec. 31, 2024. The City Attorney's office drafted the assignment and assumption agreement and staff recommends approval.

Primary Issues to Consider.

- Impact to public parking in the ramp

Based on Gallery Flats use of the 36 parking ramp permits over the past several years, there shouldn't be an impact to public users of the ramp. If there were an impact, it would be on evenings with large-draw events downtown. During the pre-pandemic timeframe, there were typically 75-100 permit parking stalls available each work day in the ramp. Today, the ramp is very much underutilized and there are many more open stalls each day.

Supporting information.

- Proposed assignment and assumption agreement
- Downtown parking map

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

Steven J. Stadler, Public Works Director

ASSIGNMENT AND ASSUMPTION OF PARKING AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF PARKING AGREEMENT (the “Agreement”) is made this ____ day of _____, 2021, by and between Sidal Realty Co. Limited Partnership, LLLP, a Minnesota limited liability limited partnership (“Assignor”), the City of Hopkins, a Minnesota municipal corporation (the “City”), and MN Gallery Flats Apartments LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, on September 3, 2019, the City and Assignor entered into a Parking Agreement (the “Parking Agreement”), attached hereto as Exhibit A, which permits the occupants or guests of Assignor’s Gallery Flats Apartments, located at 50 8th Ave. S., Hopkins, Minnesota (“Gallery Flats”), to park motor vehicles in 36 spaces in the City’s parking ramp located at 26 10th Ave. S., Hopkins, Minnesota (the “Ramp”); and

WHEREAS, Assignor is in the process of selling Gallery Flats to Assignee and desires to assign all of its rights and obligations under the Parking Agreement to Assignee, and Assignee desires to assume all of Assignor’s rights and obligations under said Parking Agreement accruing from and after the Acquisition (as hereinafter defined); and

WHEREAS, Section 15 of the Parking Agreement only allows for certain assignments to take place absent City approval, and so Assignor cannot assign its rights and obligations to Assignee without the City’s written consent; and

WHEREAS, the City desires to allow Assignor to assign its rights and obligations under the Parking Agreement to Assignee pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

Section 1. Effective upon Assignee’s acquisition of fee ownership of Gallery Flats from Assignor (the “Acquisition”), Assignor hereby assigns and transfers to Assignee all of its right, title, and interest in and under the Parking Agreement. The City hereby consents to said assignment of the Parking Agreement to Assignee and agrees that this assignment shall not be deemed to be a breach of the Parking Agreement. The City’s consent shall not be deemed to operate as consent by the City to any further assignments of the Parking Agreement to any entity that does not control Assignee, is not controlled by Assignee, or that is not under common control with Assignee, consistent with Section 15 of the Parking Agreement.

Section 2. Assignee hereby assumes and agrees to perform all of Assignor’s obligations under the Parking Agreement arising on and after the Acquisition and to the same extent as if Assignee had been an original party thereto. From and after the Acquisition, the references to “Sidal” in the Parking Agreement shall be deemed to be references to Assignee, and Assignee’s notice address for purposes of Section 15 of the Parking Agreement shall be MN Gallery Flats Apartments LLC, c/o Weidner Property Management LLC, 9757 NE Juanita Drive, Suite 300, Kirkland, Washington 98034, Attn: Property Manager. The Parking Agreement shall

remain in full force and effect through its express term, unless otherwise terminated in accordance therewith.

Section 3. The City hereby releases Assignor from its obligations under the Parking Agreement arising on or after the Acquisition.

Section 4. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes, but all of which taken together shall constitute one and the same instrument.

Section 5. Unless expressly modified by this Agreement, all terms and conditions of the Parking Agreement shall remain in full force and effect.

Section 6. This Agreement is to be governed by the laws of the State of Minnesota.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused to be executed and delivered this Assignment and Assumption of Parking Agreement.

SIDAL REALTY CO. LIMITED PARTNERSHIP, LLLP

Dated: _____, 2021

By: _____

Its: _____

CITY OF HOPKINS

Dated: _____, 2021

By: _____

Jason Gadd

Its: Mayor

By: _____

Michael Mornson

Its: City Manager

MN GALLERY FLATS APARTMENTS LLC,
a Delaware limited liability company

By: Weidner Investment Services, Inc.,
a Washington corporation
Its Manager

By: _____

W. Dean Weidner

Its President

Dated: _____, 2021

EXHIBIT A

PARKING AGREEMENT

THIS AGREEMENT ("Agreement") is by and between the City of Hopkins, Minnesota, a Minnesota municipal corporation ("City"), and Sidal Realty Co. Limited Partnership, LLLP, a Minnesota limited liability limited partnership ("Sidal") (collectively, the "Parties").

WITNESSETH:

WHEREAS, Sidal owns and operates an apartment building located at 50 8th Avenue South, Hopkins, MN, known as Gallery Flats Apartments ("Gallery Flats"); and

WHEREAS, City and Sidal did, on or about December 6, 2016 enter into an agreement entitled "Parking Agreement" ("Lease"), in which Sidal leased thirty-six (36) parking spaces of the City parking ramp located at 26 10th Ave S. Hopkins, MN., mainly for use by residents of Gallery Flats; and

WHEREAS, the Parties have agreed to extend said Lease, which expires Dec. 31, 2019, for an additional five (5) years.

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the Parties hereto stipulate and agree as follows:

1. Recitals. The Recitals hereinabove are hereby incorporated as terms of this Agreement.

2. Term of Agreement. Notwithstanding the effective date of this Agreement, the term of this Agreement shall commence on January 1, 2020 ("Commencement Date"), and shall terminate on December 31, 2024 ("Termination Date"), unless earlier terminated as provided under this Agreement.

3. Grant of Right to Use and Assignment of Such Rights. Subject to the limitations, terms and conditions hereinafter provided, City agrees to grant to Sidal, for the use of the occupants or guests of Gallery Flats, the nonexclusive right to use thirty-six (36) parking spaces in the Ramp, twenty-four hours a day on every day during the term hereof, for the sole purpose of providing parking of non-commercial passenger vehicles. Sidal shall be entitled to assign without the City's consent, individual, nonexclusive parking spaces in the Ramp solely to occupants of Gallery Flats. Sidal is not permitted to assign any parking space or spaces to persons or entities who are not then-current occupants of Gallery Flats.

4. Annual fee. Sidal agrees to pay to City Twenty-Four Thousand and 00/100 Dollars (\$24,000.00) annually, paid in twelve (12) equal monthly payments, the first installment to be paid in advance on or before the Commencement Date of this Agreement, and each subsequent monthly installment to be paid on or before the first day of each succeeding month, said payments to be made each and every month during the term of the Agreement without demand therefor. Sidal's annual aggregate charges for all of the Ramp parking spaces paid for by the Gallery Flats occupants,

IN WITNESS WHEREOF, the parties hereto have caused to be executed and delivered this Assignment and Assumption of Parking Agreement.

**SIDAL REALTY CO. LIMITED
PARTNERSHIP, LLLP**

Dated: _____, 2021

By: _____

Its: _____

CITY OF HOPKINS

Dated: _____, 2021

By: _____

Jason Gadd

Its: Mayor

By: _____

Michael Mornson

Its: City Manager

**MN GALLERY FLATS APARTMENTS LLC,
a Delaware limited liability company**

By: Weidner Investment Services, Inc.,
a Washington corporation
Its Manager

By: _____

W. Dean Weidner
Its President

Dated: _____, 2021

as measured beginning on the Commencement Date for the following 12-month period and for each succeeding 12-month period, may not exceed the annual total payment and other expenses and charges paid by the Sidal to City or otherwise incurred or paid by Sidal for use of the Ramp under this Agreement.

Each payment due under this Agreement made more than three (3) days late shall result in an automatic late fee penalty of Two Hundred and 00/100 Dollars (\$200). Late payments more than 45 (forty-five) days late shall accrue monthly interest from the due date at 1.5%. The late fee and interest, if any, shall be paid with the subsequently monthly payment or, in the event that it arises from the late payment of the Term, within ten (10) days of a written demand from the City.

5. Taxes and special assessments. Sidal shall pay a pro rata share of property taxes and special assessments (certified to property taxes) for the Ramp, calculated as a ratio of thirty-six (36) authorized parking permits to the three hundred and eighty (380) total parking spaces in the Ramp—36:380. Sidal shall pay the City its share of the property taxes within thirty (30) days of receipt of evidence of the property taxes. If the term of this Agreement includes on a partial calendar year, the real estate taxes and installments of special assessment payable by Sidal shall be prorated on a daily basis so that Sidal pays only the real estate taxes and installments of special assessments for those days during which the term of this Agreement is in Effect.

6. Maintenance and Repair. City shall be responsible, at its sole cost, for the maintenance and repair of the areas used for parking and any access points to public streets, and shall be likewise responsible for the removal of ice or snow accumulations on such areas, but only in connection with its customary practices of maintaining, repairing and servicing such areas. If any damage is caused to the Ramp by Sidal or Sidal's employees, customers, agents or sublessees, City may, but shall not be required to, repair such damage. Sidal shall reimburse City for all reasonable costs and expenses incurred in completing such repairs. City shall have no duty or obligation to provide security for the Ramp. Sidal shall permit City to enter the Ramp at all times for the purposes of performing maintenance and repair work, and there shall be no abatement of the payments due hereunder by reason of such entry by City and City's agents and employees, provided that the fees paid by Sidal shall abate ratably if such entry materially interferes with the use of the Ramp. No alteration of the Ramp shall be made by Sidal without the prior consent of City in writing.

7. Termination. Sidal may terminate the Agreement by providing advance written notice of termination to City no less than one hundred twenty (120) days prior to the effective date of the Agreement termination. City may terminate the Agreement with notice to Sidal not less than one hundred twenty (120) days prior to the effective date of the Agreement termination. Sidal's parking rights under this Agreement shall terminate upon expiration of the term. The parties shall execute and record such instruments as reasonably necessary for any such termination of rights.

8. Destruction of Premises. If the Ramp or a portion of the Ramp shall be damaged or destroyed by any cause so as to render it unfit for the parking uses granted to Sidal under this Agreement, without the fault or neglect of the City or any person for whose conduct the City may be liable, the City shall undertake to repair such damage or destruction at the City's own expense. However, this Agreement shall remain in full force and effect following such damage or

destruction, and the fees payable under paragraph 6 of this Agreement shall not be abated so long as the City is conducting such repairs, barring evidence of a lack of due diligence, and, provided further, that the fees paid by Sidal shall abate ratably if such damage or destruction materially interferes with the use of the Ramp. If the destruction or damage was caused by the negligence or intentional conduct of Sidal or Sidal's agents, assignees, or employees, Sidal shall be responsible for repairing such damage at its sole expense and this Agreement shall remain in full force and effect during the course of such repairs following such damage or destruction, and the fees payable under paragraph 6 of this Agreement shall not be abated.

9. Liability and Indemnity. This Agreement is made on the express condition that, except for injury or damage caused by City's negligence or willful misconduct, City shall be free from all liabilities, claims, obligations and damages for or by reason of any injury or injuries to any person, persons or property of any kind of nature whatsoever resulting from the use of the Ramp by Sidal or Sidal's agents, assignees, or employees for any cause whatsoever during the term of this Agreement. Except for injury or damage caused by the City's negligence or willful misconduct, Sidal further agrees and covenants to indemnify, save, hold harmless and defend City from all liabilities, claims, obligations, damages, charges, expenses and costs, including reasonable attorney's fees, arising out of or resulting from the use of the Ramp by Sidal or Sidal's agents, assignees or employees. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466 or otherwise. This paragraph survives the termination of the Agreement.

10. Insurance. Sidal shall, during the term of the Agreement and any extension thereto, maintain comprehensive general public liability insurance insuring against death, personal injury and property damage occurring as a result of or in connection with Sidal's use of the Ramp in a single limit amount of not less than \$500,000 for personal injury or death, and not less than \$500,000 for property damage or any other claim, and not less than \$1,500,000 for any number of claims arising from a single occurrence. Such insurance policy shall name City as an additional insured, and Sidal shall provide City, prior to using or subleasing any of the parking spaces provided herein, and upon written request any time thereafter, with certificates evidencing Sidal is maintaining such insurance. Such insurance shall also require the insurer to give City at least 30 days prior written notice of the cancellation or termination of said policy.

11. Default.

A. Any one of the following events shall constitute and Event of Default:

- i. Sidal fails to pay any installment of rent or payment for real estate taxes or special assessments as provided in paragraphs 6 and 7 of this Agreement when said payment is due, and such default shall continue for ten (10) days after notice from the City;
- ii. Sidal violates or fails to perform any of the other terms, covenants or conditions of this Lease and such default shall continue for ten (10) days after notice from the City, unless such default cannot be cured in the exercise of reasonable

diligence within said ten (10) day period, in which event Sidal shall be allowed such additional time as is needed to cure such default with all due diligence

B. If any Event of Default occurs and continues without a timely cure as provided above, the City may at its sole option by written notice to Sidal terminate the Agreement effectively immediately. Neither the passage of time after the occurrence of the Event of Default nor exercise by the City of any other remedy with regard to such Event of Default shall limit the City's rights under this paragraph.

C. If an Event of Default occurs and the City retains an attorney to prosecute the enforcement of all or any of the terms, covenants, agreements or conditions of this Agreement, the collection of any fees or taxes due or to become due, or other rights under this Agreement, Sidal agrees to reimburse the City, for the City's reasonable attorney's fees, together with the actual cost of maintaining any action commenced in law or equity by said attorneys for the service of the attorneys, whether suit is filed or not. Such reimbursement shall be payable within thirty (30) days of demand thereof.

D. Upon termination of this Agreement, Sidal shall vacate the Ramp, and remove all personal property belonging to Sidal, its agents, assignees, or employees.

12. Permit Administration and Parking Enforcement. The City shall annually issue thirty-six (36) parking permits in the form of numbered cards, color-coded to reflect the year of issuance, to Sidal. Sidal shall then be responsible for all other administrative tasks related to the issuance of permits to and use of permits by the occupants of Gallery Flats ("Permit Holders"). No contracts between Sidal and the Permit Holders shall extend beyond the term of this Agreement. Permit Holders may park in any area of the Ramp designated for permit parking, except for the upper uncovered deck within forty-eight (48) hours of a snow fall. Sidal shall provide written notice to all Permit Holders of all terms, conditions and limitations of their parking permit under this Agreement.

Contemporaneous with the execution of any contract with a Permit Holder, Sidal shall provide a written notice to the Permit Holder that her/his permit is subject to the covenants, terms and conditions of this Agreement, including without limitation the City's right to revoke the permits in the event of Sidal's default. Sidal shall obtain a written acknowledgement from the Permit Holder of the receipt of this notice and provide a copy of such acknowledgement to the City. Although Sidal need not provide a copy of this Agreement to each Permit Holder, it shall make the agreement available to the Permit Holder for review upon request.

Throughout the term of this Agreement, Sidal shall maintain a list of all Permit Holders, along with each Permit Holder's mailing address and e-mail address, if any. Sidal shall provide the City with a copy of such list within thirty (30) days of the Commencement Date and shall provide an updated copy of the list at the end of each successive six month period.

Upon the provision of a notice of termination of this agreement for any reason, including default by Sidal, Sidal shall be responsible for notifying all Permit Holders that the permits shall no longer be valid upon the termination of the Agreement. Notwithstanding this requirement, the City

may also, at any date subsequent to the provision of the notice of termination to either party to this Agreement, inform the Permit Holders in writing that the permits shall no longer be valid upon the Agreement's termination.

The City shall be responsible for general parking enforcement in the Ramp, but Sidal shall be responsible for enforcing the terms of its contracts with the Permit Holders.

13. Notices. Any notice required or permitted pursuant to the Agreement shall be in writing and deemed properly given: (a) on the date of personal delivery, or attempted personal delivery if refused; (b) on the date the notice is delivered, or attempted to be delivered if refused, by a reputable overnight delivery service with proof of delivery or refusal; or (c) on the date of actual receipt if by certified mail. All notices shall be sent to the address provided below or to such other address designated by proper notice. Refusal to accept delivery of a notice or the inability to deliver a notice because of an address that was not properly given shall not defeat or delay the giving of notice.

A. City address for notice purposes: City of Hopkins
1010 – 1st Street South
Hopkins, MN 55343
Attn: City Manager

B. Sidal address for notice purposes: Bruce P. Rubinger
General Partner
Sidal Realty Co. Limited Partnership, LLLP
6730 Walker Street
St. Louis Park, MN 55426

14. Laws Governing. The Agreement shall be governed by the laws of the State of Minnesota.

15. Assignment. The City may assign its rights and obligations under this agreement without the consent of Sidal. Sidal shall be allowed to assign its rights under this Agreement (e.g., the right to assign the individual permits to occupants of Gallery Flats), without City's consent, to any entity that controls, is controlled by, or is under common control with Sidal. As a condition to any permitted assignment of Sidal's interest in this Agreement, Sidal shall provide City with a written assignment of Sidal's interest in this Agreement whereby the assignee agrees to be bound by and perform all of the terms, covenants and conditions of this Agreement. No assignment of Sidal's interest shall relieve Sidal of Sidal's obligations under this Agreement, all of which shall survive any such assignment.

16. Waiver. The failure of City to enforce any term, covenant, condition or breach of the Agreement shall not be deemed a waiver of the right to do so thereafter. The acceptance by City of partial payment shall not be deemed a waiver of any term, covenant, condition or breach of the Agreement. No waiver of any term, covenant, condition or breach shall be effective unless in writing. A written waiver of any term, covenant, condition or breach of the Agreement shall not be deemed a waiver of any subsequent term, covenant, condition or breach, whether such subsequent

term, covenant, condition or breach is the same or different, except as specified in writing in the waiver. No waiver by City shall constitute a waiver of sovereign immunity or any other immunity from liability provided for by statute. This paragraph survives the termination of the Agreement.

17. Severability. If any term, covenant, or condition of the Agreement or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, or in conflict with the law of the jurisdiction, the remainder of the Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and each term, covenant or condition of the Agreement shall be valid and be enforced to the fullest extent permitted by law.

18. Binding Effect. This Agreement is intended to be binding on the parties hereto and their respective assigns.

19. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

CITY OF HOPKINS, MINNESOTA

DATE: 9/3, 2019

By: 
Jason Gadd, Mayor

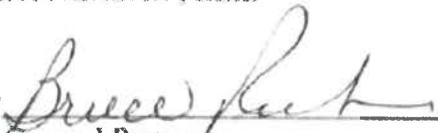
And

DATE: 9/3, 2019

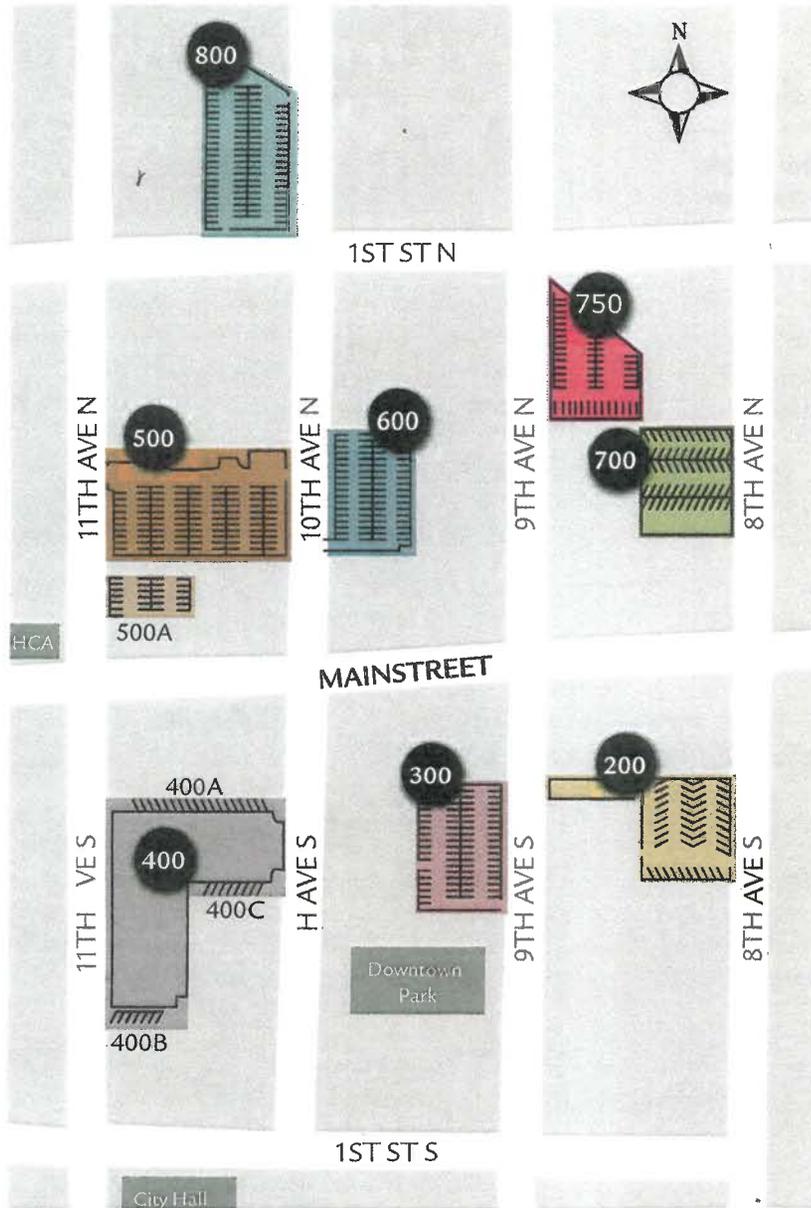
By: 
Mike Morrison, City Manager

SIDAL REALTY CO. LIMITED
PARTNERSHIP, LLLP

DATE: 9/5, 2019

By: 
Its General Partner

Downtown Parking Map



Lot	Location	Duration	Total Spaces	Permit Spaces
200	20 8th Ave. S. <i>½ block south of Mainstreet</i>	3 hr	67	16
300	16 9th Ave. S. <i>½ block south of Mainstreet</i>	3 hr	69	36
400	26 10th Ave. S. <i>Ramp between 10th & 11th Ave S</i>	3½ hr	380	200
B	<i>Around ramp—south</i>	1 hr	5	NONE
A & C	<i>Around ramp—north & southeast</i>	3 hr	29	NONE
500	10 10th Ave. N. <i>11th Ave. N., ½ block north of Mainstreet</i>	1½ & 3 hr	96	NONE
A	<i>11th Ave N, ¼ block north of Mainstreet</i>	3 hr	21	NONE
600	11 10th Ave. N. <i>10th Ave. N., ½ block north of Mainstreet</i>	3 hr	137	26
700	14 8th Ave. N. <i>½ block north of Mainstreet</i>	3 hr	73	NONE
750	37 9th Ave. N. <i>South of 1st St. N. off 9th Ave.</i>	3 hr	37	37
800	102 10th Ave. N. <i>NW intersection with 1st St. N.</i>	Free	95	NONE

Total Parking Spaces in Municipal Lots: 1,009 315

Enforcement Hours

Municipal lots are enforced Monday–Friday, 8 a.m. to 6 p.m., unless otherwise posted.

Parking Revenue

All revenues derived from parking fees are dedicated to the parking fund, which is used exclusively to sustain the existing parking system and provide future parking lots.





**APPROVE AGREEMENT WITH HENNEPIN COUNTY
FOR ASSESSING SERVICES**

Proposed Action.

Staff recommends that the Council approve the following motion: Move to approve an agreement with Hennepin County for Assessing Services for 2020-2024.

Overview:

Hennepin County currently provides Assessing Services for the City of Hopkins. This arrangement has been in place since 2004 and continues to work well for the City. Hennepin County staff has available office space at Hopkins City Hall. Currently, services are being provided remotely. It is anticipated that the space will be used during the contract term. Hennepin County staff is readily accessible the Hopkins taxpayers. We believe this arrangement continues to offer savings to the City, compared to having assessing services done in-house.

The contract covers the assessments for the years 2021-2024 and is substantially the same as in past years. The 2021 assessment cost is \$165,000, which is a 3.125% increase over the 2020 assessment.

Supporting Information:

Hennepin County Assessing Agreement – Contract A2010413

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

Nick Bishop, CPA
Finance Director

AGREEMENT

THIS AGREEMENT, made and entered into by and between the COUNTY OF HENNEPIN, a political subdivision of the State of Minnesota, hereinafter referred to as the "COUNTY", and the CITY OF "HOPKINS", a political subdivision of the State of Minnesota, hereinafter referred to as "CITY";

WHEREAS, said CITY lies wholly within the COUNTY OF HENNEPIN and constitutes a separate assessment district; and

WHEREAS, under such circumstances, the provisions of Minnesota Statutes, Section 273.072 and Minnesota Statutes, Section 471.59 permit the County Assessor to provide for the assessment of property; and

WHEREAS, said CITY desires the COUNTY to perform certain assessments on behalf of said CITY; and

WHEREAS, the COUNTY is willing to cooperate with said CITY by completing the assessment in a proper manner;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. The COUNTY shall perform the 2021, 2022, 2023, and 2024 property assessment for the CITY OF HOPKINS in accordance with property assessment procedures and practices established and observed by the COUNTY, the validity and reasonableness of which are hereby acknowledged and approved by the CITY. Any such practices and procedures may be changed from time to time, by the COUNTY in its sole judgment, when good and efficient assessment procedures so require. The property assessment by the COUNTY shall be composed of those assessment services

which are set forth in Exhibit A, attached hereto and made a part hereof by this reference, provided that the time frames set forth therein shall be considered to be approximate only.

2. All information, records, data, reports, etc. necessary to allow the COUNTY to carry out its herein responsibilities shall be furnished to the COUNTY without charge by the CITY, and the CITY agrees to cooperate in good faith with the COUNTY in carrying out the work under this Agreement.

3. The CITY agrees to furnish, without charge, secured office space needed by the COUNTY at appropriate places in the CITY's offices. Such office space shall be sufficient in size to accommodate reasonably two (2) appraiser and any furniture placed therein. The office space shall be available for the COUNTY's use at any and all times during typical business hours, and during all such hours the COUNTY shall be provided with levels of heat, air conditioning and ventilation as are appropriate for the seasons.

4. The CITY also agrees to provide appropriate desk and office furniture as necessary copying machines and fax machines and their respective supplies, and telephone and internet service to the COUNTY, all without charge to the COUNTY.

5. It shall be the responsibility of the CITY to have available at the CITY's offices, or via telephone or teleconference, a person who has the knowledge and skill to be able to answer routine questions pertaining to homesteads and property assessment matters.

6. In accordance with Hennepin County Affirmative Action Policy and the County Commissioners' policies against discrimination, no person shall be excluded from full employment rights or participation in or the benefits of any program, service or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status,

sexual orientation, public assistance status, ex-offender status or national origin; and no person who is protected by applicable Federal or State laws, rules and regulations against discrimination shall be otherwise subjected to discrimination.

7. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of joint venturers or co-partners between the parties hereto or as constituting the CITY as the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. Any and all personnel of CITY or other persons, while engaged in the performance of any activity under this Agreement, shall have no contractual relationship with the COUNTY and shall not be considered employees of the COUNTY and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the CITY, its officers, agents, CITY or employees shall in no way be the responsibility of the COUNTY, and CITY shall defend, indemnify and hold the COUNTY, its officials, officers, agents, employees and duly authorized volunteers harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Re-employment Compensation, disability, severance pay and retirement benefits.

8. CITY agrees that it will defend, indemnify and hold the COUNTY, its elected officials, officers, agents, employees and duly authorized volunteers harmless from any and all liability (statutory or otherwise) claims, suits, damages, judgments, interest, costs or expenses (including reasonable attorney's fees, witness fees and disbursements incurred in the defense thereof) resulting from or caused by the negligent or intentional acts or omissions of the CITY, its officers, agents, contractors, employees or duly authorized volunteers in the performance of the responsibilities provided by this Agreement. The CITY's liability shall be governed by Minn. Stat. Chapter 466 and other applicable law, rule and regulation, including common law.

9. COUNTY agrees that it will defend, indemnify and hold the CITY, its elected officials, officers, agents, employees and duly authorized volunteers harmless from any and all liability (statutory or otherwise) claims, suits, damages, judgments, interest, costs or expenses (including reasonable attorney's fees, witness fees and disbursements incurred in the defense thereof) resulting from or caused by the negligent or intentional acts or omissions of the COUNTY, its officers, agents, contractors, employees or duly authorized volunteers in the performance of the responsibilities provided by this Agreement. The COUNTY's liability shall be governed by Minn. Stat. Chapter 466 and other applicable law, rule and regulation, including common law.

10. The COUNTY shall endeavor to perform all services called for herein in an efficient manner. The sole and exclusive remedy for any breach of this Agreement by the COUNTY and for COUNTY's liability of any kind whatsoever, including but not limited to liability arising out of, resulting from or in any manner related to contract, tort,

warranty, statute or otherwise, shall be limited to correcting diligently any deficiency in said services as is reasonably possible under the pertinent circumstances.

11. Neither party hereto shall be deemed to be in default of any provision of this Agreement, or for delay or failure in performance, resulting from causes beyond the reasonable control of such party, which causes shall include, but are not limited to, acts of God, labor disputes, acts of civil or military authority, fire, civil disturbance, changes in laws, ordinances or regulations which materially affect the provisions hereof, or any other causes beyond the parties' reasonable control.

12. This Agreement shall commence on August 1, 2020 and shall terminate on July 31, 2024. Either party may initiate an extension of this Agreement for a term of four (4) years by giving the other written notice of its intent to so extend prior to March 1, 2024. If the party who receives said notice of intent to extend gives written notice to the other party of its desire not to extend prior to, April 15, 2024 this Agreement shall terminate on July 31, 2024.

Nothing herein shall preclude the parties, prior to the end of this Agreement, from agreeing to extend this contract for a term of four (4) years. Any extended term hereof shall be on the same terms and conditions set forth herein and shall commence on August 1, 2024. Either party may terminate this Agreement: 1) immediately for "just cause", as defined herein, or 2) for any reason, upon providing 120 days prior written notice to the other party. If the CITY should cancel this Agreement, as above provided, before the completion of the then current property assessment by the COUNTY, the CITY agrees to defend and hold the COUNTY, its officials, officers, agents, employees and duly authorized volunteers harmless from any liability that might ensue as a result of the non-completion of a property tax assessment, to the extent the non-completion was not directly caused by a material breach of

this agreement by the County.

For the purpose of this Agreement, the term "just cause" shall mean the failure of any party hereto reasonably to perform a material responsibility arising hereunder.

13.A. In consideration of said assessment services, the CITY agrees to pay the COUNTY the sum of One Hundred Sixty Five Thousand Dollars (\$165,000) for each assessment, provided that any payment for the current year's assessment may be increased or decreased by that amount which exceeds or is less than the COUNTY's estimated cost of appraising new construction and new parcels for the current year's assessment. The amount of any increase or decrease shall be specified in the billing for the current year's assessment.

13.B. Regarding each assessment, in addition to being subject to adjustment in the above manner, said assessment cost of \$165,000 may also be increased by the COUNTY if:

- (1) The COUNTY determines that any cost to the COUNTY in carrying out any aspect of this Agreement has increased, including but not limited to the following types of costs: **new construction and new parcel appraisals, mileage, postage, supplies, labor (including fringe benefits) and other types of costs, whether similar or dissimilar;** and/or
- 2) The COUNTY reasonably determines that other costs should be included in the costs of assessment work.

If the COUNTY desires to increase the assessment cost pursuant to this paragraph 13(B), it shall give written notice thereof by June 15 of any year and such increase shall apply to the assessment for the calendar year next following the current calendar year. Any such notification shall specifically set forth the amount of any new construction and new parcel appraisal charges. Notwithstanding any provisions herein to the contrary, if any such increase, exclusive of any charge for the estimated costs of new construction and new parcel

appraisals, exceeds seven and one half percent (7.5%) of the amount charged for the assessment for the then current calendar year, exclusive of any charge for the estimated costs of new construction and new parcel appraisals, the CITY may cancel this Agreement by giving to the COUNTY written notice thereof, provided that said cancellation notice must be received by the COUNTY not later than July 24 of the then current calendar year and said cancellation shall be effective no earlier than five (5) days after the receipt of said notice by the COUNTY and not later than July 31 of said next calendar year. Supportive records of the cost increase will be open to inspection by the CITY at such times as are mutually agreed upon by the COUNTY and CITY.

Failure of the COUNTY to give the CITY a price-change notice by June 15 shall not preclude the COUNTY from giving CITY such notice after said date but prior to August 1 of any year, provided that if such price increase exceeds said seven and one half percent (7.5%) - all as above set forth - the CITY may cancel this Agreement if the COUNTY receives notice thereof not later than thirty-nine (39) days from the date of receipt by the CITY of any said late price-change notice, provided further that any such cancellation shall be effective not earlier than five (5) days after COUNTY's receipt of said cancellation notice and not later than forty-six (46) days after the CITY's receipt of any said price-increase notice.

Payment for each assessment shall be made in the following manner:
Approximately one-half (1/2) of the cost of an assessment (the amount payable being set forth in a bill sent by the COUNTY to the CITY) shall be paid by the CITY no later than the fifteenth (15th) day of the November which precedes the pertinent assessment year; and the remaining portion of said cost (the amount payable being set forth in a bill sent by the COUNTY to the CITY) shall be paid by the CITY no later than July 15 of the

pertinent year.

The COUNTY may bill the CITY after the aforesaid dates and in each such case, the CITY shall pay such bill within thirty (30) days after receipt thereof.

14. Any notice or demand, which may or must be given or made by a party hereto, under the terms of this Agreement or any statute or ordinance, shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

TO CITY: City Manager
 City of Hopkins
 1010 1st Street S
 Hopkins, MN 55343

TO COUNTY: Hennepin County Administrator
 2300A Government Center
 Minneapolis, MN 55487

copies to: County Assessor
 Hennepin County
 2103A Government Center
 Minneapolis, MN 55487

Any party may designate a different addressee or address at any time by giving written notice thereof as above provided. Any notice, if mailed, properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or that stamped on the certified mail receipt and shall be deemed received within the second business day thereafter or when it is actually received, whichever is sooner. Any notice delivered by hand shall be deemed received upon actual delivery.

15. It is expressly understood that the obligations of the respective parties under Paragraphs 7, 8, 9, 12, and 13 hereof and the obligations of each party which, by their sense and context, are intended to survive the performance thereof by the same party, shall so survive the completion of performance, termination or cancellation of this

Agreement.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized officers and delivered on its behalf, this _____ day of _____, 2020.

COUNTY OF HENNEPIN
STATE OF MINNESOTA

Reviewed by County
Attorney's Office:

By: _____
Chair of the County Board

Date: _____

And: _____
Assistant/Deputy/County Administrator

ATTEST: _____
Deputy/Clerk of the County Board

CITY OF HOPKINS

By: _____

Its _____

And: _____

Its _____

City organized under:

_____ Statutory _____ Option A _____ Option B _____ Charter

EXHIBIT A
CITY OF HOPKINS

During the contract term, the County shall:

1. Physically inspect and revalue 20% of the real property, as required by law.
2. Physically inspect and value all new construction, additions and renovation.
3. Adjust estimated market values on those properties not physically inspected as deemed necessary per sales ratio analysis.
4. Prepare the initial assessment roll.
5. Print and mail valuation notices.
6. Respond to taxpayers regarding assessment or appraisal problems or inquiries.
7. Conduct valuation reviews prior to Board of Review or Open Book Meetings, as determined by the City – approximate dates: March through May 15.
8. Attend Board of Review or conduct Open Book Meeting. Prepare all necessary review appraisals. Approximate dates: April 1 – May 31.
9. Maintain an updated property file – current values, classification data and characteristic data.
10. Prepare divisions and combinations as required.
11. Administer the abatement process pursuant to Minn. Stat. §375.192.
12. Prepare appraisals; defend and/or negotiate all Tax Court cases.
13. Provide all computer hardware and software applications necessary to complete contracted services.
14. Process all homestead and special program applications.



Approval of 2021 Union Contract with L.E.L.S #143 Public Service Officers

Proposed Action: Staff recommends the following motions: Move approval of the 2021 Contract with L.E.L.S #143 Public Service Officers.

This will ratify a one year contract with L.E.L.S #143 Public Service Officers.

Overview

This union consists of three Public Service Officers. Public Service Officers are responsible for responding to citizen’s non-criminal complaints and assisting licensed police officers upon request.

The contract calls for a 2.0% wage increase effective January 1, 2021. Insurance premiums in 2021 increased by 14.9% the City contribution will continue the previously approved formula of splitting the increase by the amounts shown in the table below. Contract is within budget for 2021.

	Employer Contribution to the Increase
Single	95%
Single +1	75%
Single + Children	75%
Family	60%

Primary Issues to Consider

- What other economic issues are included in the new contract?
- How does this agreement fit with the 2021 Budget?

Analysis of Issues

What other economic issues are included in the new contract?

- We adjusted the cancellation of court time when on standby rate from a flat rate of \$25 to one hour of pay at one and one-half (1 ½) times the employees base rate.
- We recognized the federal holidays of President’s Day and Veterans Day, which is consistent with federal and state statute and other unions in the City. Accrual levels were not adjusted since the union previously received essentially floating holiday hours for this time but Employees will be eligible to receive holiday benefits while working these hours.

- We agreed that for hours worked on a holiday in excess of an employee's regular scheduled shift, that we will compensate employees at two (2) times their regular base rate of pay.
- We adjusted training pay to increase by \$0.50 per hour for a total of \$2.00 per hour.

How does this agreement fit with the 2021 Budget?

The cost of the contract is within the 2021 budget.

Options

1. Approve the contract.
2. Do not approve the contract. Staff would have to renegotiate the contract.

Staff recommends Options #1.



Ari Lenz, Assistant City Manager

Financial Impact: <u>Approx. \$9,000</u> Budgeted Y/N: <u>Y</u> Source: <u>General Fund</u> Notes: Full copy of contract available upon request.



MEMO

To: Honorable Mayor and City Council
From: Jason Lindahl, City Planner
Date: January 19, 2021
Subject: Second reading of Ordinance 2020-1162 vacating the north-south utility easement in Block 8, West Minneapolis Addition and authorizing its publication

Proposed Action

Move to adopt Resolution 2020-069, approving the second reading of Ordinance 2020-1162 vacating the north-south utility easement in Block 8, West Minneapolis Addition and authorizing its publication.

Overview

The petitioner, Beacon Interfaith Housing Collaborative (Vista 44 Housing Limited Partnership) on behalf of the property owner, the Parish of St. Gabriel the Archangel of Hopkins (St. Joseph's Church), requests vacation of the north-south utility easement in Block 8, West Minneapolis Addition. Vacation of this easement is necessary to prepare the subject property for redevelopment by Beacon Interfaith Housing Collaborative who plans to construct the Vista 44 apartment building. With the sale of the southern portion of this property (PID 24-117-22-34-0300) from St. Joseph's Church to Beacon to construct the Vista 44 apartment building, the church as agreed that the easement is no longer necessary and requests it be vacated. Given this request by the church, staff finds no continuing public need for the easement and recommends the City Council approve this request.

The City Council approved Resolution 2020-068 approving the first reading of Ordinance 2020-1162 on January 5, 2020. Tonight, the Council should hold the second reading of this ordinance and conduct a public hearing. Staff has followed all required notices for this process including 2 publications in the Sun Sailor and mailed notice directly to St. Joseph's Church and the Hopkins Legion. As of the writing of this memo, staff had received no public comments regarding this vacation. Staff will provide an update on any comment received during the public hearing.

Attachments

- Resolution 2020-069
- Ordinance 2020-1162

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION NO. 2020-069

**A RESOLUTION ESTABLISHING FINDINGS AND
APPROVING THE SECOND READING OF ORDINANCE 2021-1162**

WHEREAS, on January 5, 2021, pursuant to a petition from Beacon Interfaith Housing Collaborative, on behalf of the Church of St. Joseph of Hopkins, a Minnesota religious corporation, the Hopkins City Council approved the first reading of Ordinance 2020-1162, an ordinance conditionally vacating that certain utility easement in favor of the City of Hopkins, as reserved in Resolution No. 1613 filed September 20, 1967 as Document Number 3676546 (Abstract) and filed October 11, 1967 as Document Number 890094 (Torrens), and also as reserved in Ordinance No. 284 filed January 26, 1968 as Document Number 3699977 (Abstract), which lies within the vacated North-South alley in Block 8, West Minneapolis, lying between a line extended across said vacated alley from the Northwesterly corner of Lot 7 to the Northeasterly corner of Lot 25 and a second line from the Southwesterly corner of Lot 16 to the Southeasterly corner of Lot 17, all in said Block 8, West Minneapolis, Hennepin County (the “Easement”); and

WHEREAS, on January 19, 2021, following all required notices, the Hopkins City Council held a public hearing during its regular City Council meeting regarding the proposed Easement vacation; and

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

WHEREAS, the City hereby finds that upon the satisfaction of the conditions contained in Ordinance 2020-1162, there is no continuing public need for the Easement and that, upon satisfaction of those conditions, vacating the Easement is in the public interest.

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

1. That the above recitals are incorporated into this Resolution as findings as if fully set forth herein.
2. That the City Council hereby approves the second reading of Ordinance 2020-1162 and finds that said ordinance is in the public interest.
3. That the City Clerk shall cause Ordinance No. 2020-1162 to be published in the official newspaper.
4. That following the publication of the ordinance and the satisfaction of any and all conditions contained therein, the City Clerk shall execute a notice of completion related to these proceedings, present it to the Hennepin County auditor, and file it with both the Hennepin County recorder and the Hennepin County examiner of titles.

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

Dated: January 19, 2021

Jason Gadd, Mayor

ATTEST:

Amy Domeier, City Clerk

**CITY OF HOPKINS
COUNTY OF HENNEPIN**

ORDINANCE NO. 2020-1162

**ORDINANCE VACATING UTILITY EASEMENT IN BLOCK 8,
MINNEAPOLIS WEST ADDITION**

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

SECTION 1. Pursuant to a petition from Beacon Interfaith Housing Collaborative (“Petitioner”), on behalf of the Church of St. Joseph of Hopkins, a Minnesota religious corporation, the utility easement in favor of the City of Hopkins, as reserved in Resolution No. 1613 filed September 20, 1967 as Document Number 3676546 (Abstract) and filed October 11, 1967 as Document Number 890094 (Torrens), and also as reserved in Ordinance No. 284 filed January 26, 1968 as Document Number 3699977 (Abstract), which lies within the vacated North-South alley in Block 8, West Minneapolis, lying between a line extended across said vacated alley from the Northwesterly corner of Lot 7 to the Northeasterly corner of Lot 25 and a second line from the Southwesterly corner of Lot 16 to the Southeasterly corner of Lot 17, all in said Block 8, West Minneapolis, Hennepin County, is hereby vacated, subject to the following condition: (i) execution by the City and Petitioner, or an affiliated entity of Petitioner, of a Planned Unit Development (PUD) Agreement that meets all requirements of the city attorney.

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

First Reading:	January 5, 2021
Second Reading:	January 19, 2021
Date of Publication:	January 28, 2021
Date Ordinance Takes Effect:	January 28, 2021

By: _____
Jason Gadd, Mayor

ATTEST:

Amy Domeier, City Clerk



MEMO

To: Honorable Mayor and City Council
From: Jason Lindahl, City Planner
Date: January 19, 2021
Subject: Vista 44 Planned Unit Development (PUD) Agreement

Proposed Action

Move to approve the Vista 44 Planned Unit Development Agreement and authorize the Mayor and City Manager to enter into this agreement.

Overview

The petitioner, Beacon Interfaith Housing Collaborative (Vista 44 Housing Limited Partnership) on behalf of the property owner, the Parish of St. Gabriel the Archangel of Hopkins (St. Joseph's Church), requests approval and execution of the Vista 44 Planned Unit Development agreement. The agreement represents that final step in approving the rezoning of this site which was conditionally approved by the City Council under Resolution 2019-101 and Ordinance 2019-1144 (attached) on December 17, 2019. The extended time since the original conditional approval was necessary for Beacon to secure its finance for the project and be positioned to finalize the purchase of the subject property.

The purpose of a planned unit development is to allow flexibility from traditional development standards in return for a higher quality development. Typically, the City looks for a developer to exceed other zoning standards, building code requirements or meet other goals of the Comprehensive Plan. In this case, the applicant requests deviation from the maximum front (east) side setback from 5 to 7 feet, exterior building materials, floor to area ratio from 3.0 to 1.73, façade articulation and underground parking from 50 to 46 stalls. In exchange, the development will provide an additional 21 long-term (total of 46) and 13 short-term (total of 16) bicycle parking stalls beyond the ordinance requirement, incorporate public art into the building's façade next to the front door and wrapped it around the on-site electrical transformer box; and install a 10 kilowatt rooftop solar system providing a cleaner and more affordable energy source for the building's residents. In addition, the applicant will provide supportive services to its residents as long as the property remains affordable housing. City staff and the City Attorney has worked with the applicant and their attorney to prepare the PUD agreement in conformance with these terms and recommends approval.

Attachments

- Vista 44 Planned Unit Development Agreement
- Resolution 2019-101
- Ordinance 2019-1144

VISTA 44 PLANNED UNIT DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made this ____ day of _____, 2021, by and between the CITY OF HOPKINS, a Minnesota municipal corporation, (the “City”), and Vista 44 Housing Limited Partnership, a Minnesota limited partnership (the “Developer”).

Recitals

A. The Developer owns certain real estate located in the City of Hopkins, Hennepin County, Minnesota, legally described as

(See Exhibit A)

(the “Property”).

B. The City conditionally approved a rezoning of the Property to Mixed Use/Planned Unit Development, per Ordinance 2019-1144 (the “Rezoning Ordinance”), adopted by the City Council on December 17, 2019, which is incorporated into this Agreement as if fully set forth herein.

C. The City also conditionally approved the planned unit development site plan related to the Property (the “Site Plan”), per Resolution 2019-090 (the “Site Plan Resolution”), adopted by the City Council on December 3, 2019, which is incorporated into this Agreement as if fully set forth herein.

D. On February 4, 2020, the City also conditionally approved an administrative subdivision to effectuate a lot split to separate the Property from a larger parent parcel (the “Administrative Subdivision”), which is incorporated into this Agreement as if fully set forth herein.

E. On January 19, 2021, per Ordinance 2020-1162 (the “Vacation Ordinance”), the City also conditionally approved the vacation of that certain utility easement in favor of the City of Hopkins, as reserved in Resolution No. 1613 filed September 20, 1967 as Document Number 3676546 (Abstract) and filed October 11, 1967 as Document Number 890094 (Torrens), and also as reserved in Ordinance No. 284 filed January 26, 1968 as Document Number 3699977 (Abstract), which lies within the vacated North-South alley in Block 8, West Minneapolis, lying between a line

extended across said vacated alley from the Northwesterly corner of Lot 7 to the Northeasterly corner of Lot 25 and a second line from the Southwesterly corner of Lot 16 to the Southeasterly corner of Lot 17, all in said Block 8, West Minneapolis, Hennepin County.

F. The Rezoning Ordinance, the Site Plan Resolution, the Administrative Subdivision, and the Vacation Ordinance shall be referred to collectively in this Agreement as the “City Approvals.”

G. As a condition of the City Approvals, the City required the Developer to enter into this Agreement, and the parties hereto are willing to be bound by the terms and conditions provided herein to facilitate the development of a four-story, 50-unit multi-family apartment complex on the Property.

Agreement

In consideration of each party’s promises as set forth in this Agreement, it is mutually agreed as follows:

ARTICLE ONE REPRESENTATIONS AND WARRANTIES

1.01. City Representations and Warranties. The City makes the following representations as the basis for the undertakings on its part contained herein:

A. The City is a municipal corporation under the laws of Minnesota.

B. The City has the right, power, and authority to execute, deliver, and perform its obligations under this Agreement.

1.02. Developer Representations and Warranties. The Developer makes the following representations as the basis for the undertakings on its part contained herein:

A. The Developer is a Minnesota limited partnership, duly organized and in good standing under the laws of Minnesota.

B. The Developer has the right, power, and authority to execute, deliver, and perform its obligations under this Agreement. The Developer assures the City that the individuals who execute this Agreement on behalf of the Developer are duly authorized to sign on behalf of the Developer and to bind the Developer thereto.

C. The Developer is not in default under any lease, contract, or agreement to which it is a party or by which it is bound which would affect its performance under this Agreement. The Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment, or decree which would prohibit the execution or performance of this Agreement by the Developer or prohibit any of the transactions provided for in this Agreement.

D. The Developer has complied with and will continue to comply with all applicable federal, state and local statutes, laws, ordinances, and regulations including, without limitation, any permits, licenses, and applicable zoning, environmental, or other laws, ordinances, or regulations affecting the Property. The Developer is not aware of any pending or threatened claim of any such violation. Without limitation of the foregoing, the Developer expressly acknowledges and agrees that it has and shall at all times comply with each and every provision of the City's subdivision, zoning, and other related municipal code regulations.

E. There is no suit, action, arbitration, or legal, administrative, or other proceeding, or governmental investigation pending or threatened against or affecting the Developer or the Property. The Developer is not in default with respect to any order, writ, injunction, or decree of any federal, state, local or foreign court, department, agency, or instrumentality.

F. None of the representations and warranties made by the Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by the Developer or on its behalf contains or will contain any untrue statement of material fact or omits any material fact, the omission of which would be misleading.

1.03 Incorporation of Recitals, City Approvals, and Exhibits. The Recitals set forth in the preamble to this Agreement, the City Approvals, and the Exhibits attached to this Agreement are incorporated into this Agreement as if fully set forth herein.

ARTICLE TWO ADDITIONAL PROVISIONS

2.01. Private Improvements. The Developer shall construct and install, at the Developer's expense, the proposed four-story, 50-unit apartment complex identified as part of the approved site plan for the project (the "Private Improvements"), according to the following terms and conditions:

A. Plans. The Developer shall construct the Private Improvements in accordance with the City Approvals and the City-approved site plan and associated construction plans and documentation (the "Plans"). The Plans are those that are on file with the City, prepared by UrbanWorks Architecture LLC and dated _____, 20____. No revisions to or deviations from the Plans may occur unless first approved by the City in writing.

B. Easements. The Developer shall execute a sidewalk easement in the form attached hereto as Exhibit B. Additionally, as required pursuant to the Administrative Subdivision, the Developer shall execute any other easements deemed necessary from the standpoint of the city engineer.

C. Permits. The Developer shall secure all required permits necessary for the Private Improvements being constructed, and provide documentation to that effect to the City, and nothing contained in this Agreement shall be deemed approval of or a substitute for any such permit.

2.02. Title Work/Consent/Attorney Review. The Developer shall provide a Commitment for a Title Insurance Policy for the Property in the amount of \$50,000 naming the City as the proposed

insured over the Easement Area described in Exhibit B. The above-referenced title work shall identify any other entity with a legal interest in the Property, including but not limited to any entity with a mortgage interest, easement interest, etc. Prior to the recording of this Agreement or any documents required herein with Hennepin County, the Developer agrees to provide the City with a signed consent from any other entity with a legal interest in the Property, including but not limited to any entity with a mortgage interest.

The above-required title insurance policy shall be subject to the review and approval of the City Attorney to determine what entities must execute the documents to be recorded against the Property. The Developer shall cause a policy to be issued consistent with the commitment for a title insurance policy provided by the Developer and the requirements of the City Attorney and with an effective date on when the documents will be recorded (the City will not issue any building permits or certificates of occupancy until it is provided with said title insurance policy). Further, the Developer shall provide the City with evidence, which sufficiency shall be determined by the City, in its sole discretion, that all documents required to be recorded pursuant to this Agreement and by the City Attorney are recorded and all conditions related to the City Approvals have been met prior to the City processing or approving any building permits or other permits applicable to the development of the Property. The City Approvals are subject to the Developer's compliance with this section.

2.03. Additional Requirements. The Developer shall satisfy, complete and abide by all requirements set forth in the City Approvals, the PUD Declaration (as hereinafter defined), and any other adopted City ordinances and resolutions affecting the Property, all of which are incorporated herein by reference as if fully set forth in this Agreement. In addition, the Developer shall adequately address all items as may be directed by the City Attorney, the City Engineer or others with review and approval authority for the City.

2.04. Zoning/PUD. Pursuant to the Rezoning Ordinance, the Property was rezoned to Mixed Use/Planned Unit Development. In order to secure the benefits and advantages of the approved planned unit development, as memorialized in the Rezoning Ordinance, the Developer shall be required by the City to execute and record a Declaration of Covenants, Conditions and Restrictions against the Property in the form attached hereto as Exhibit C (the "PUD Declaration").

2.05. Permits. The Developer shall obtain any necessary permits from the Nine Mile Creek Watershed District, the Minnesota Pollution Control Agency, the Minnesota Department of Natural Resources, the Minnesota Department of Health, the Minnesota Department of Transportation, and any other agency having jurisdiction over the Property before proceeding with construction.

2.06. Property Monumentation. The Developer agrees to provide sufficient property monumentation (temporary) installed by or under the direction of a registered land surveyor to ensure proper layout. The Developer further agrees to install all subdivision monumentation (permanent) within one year from the date of recording of the Administrative Subdivision. At the end of the one-year period, the Developer shall submit to the City written verification by a registered land surveyor that the required monuments have been installed.

2.07. Park Dedication Fees/Dedications. Without limitation of any other obligation of the Developer contained in this Agreement or set forth in federal, state, or local law, and in accordance

with the PUD, the Developer agrees to provide the City with a payment in lieu of a park dedication in the amount of \$150,000, to be paid prior to the issuance of any building permit related to construction of the Private Improvements.

2.08. Stormwater Management Requirements. As part of the Private Improvements, the Developer (or future owners/developers of those parcels) shall be responsible for the construction, operation, and maintenance of stormwater management facilities to achieve compliance with applicable stormwater treatment requirements. The Developer (or future owners/developers) shall be required to execute and record a stormwater declaration in favor of the Nine Mile Creek Watershed District (“NMCWD”) and to the satisfaction of the NMCWD for those facilities constructed as part of the Private Improvements. The purpose of the declaration is to ensure that the Developer, and future developers/owners, maintains the stormwater facilities. The declaration shall be recorded against the land within the plat and will run with the land. The Developer acknowledges that i) the stormwater facilities will not be accepted by the City; and ii) the City does not plan to maintain or pay for maintenance, repair or replacement of the stormwater facilities and that the Developer will have responsibility for such work.

2.09. Financial Guarantee. As part of the Plans, the Developer has agreed to construct a public sidewalk, streetlights, and private landscaping (collectively, the “Secured Improvements”), all of which require a financial security to ensure that they are duly constructed together with the Private Improvements. Prior to the issuance of any building permits, the Developer agrees to provide a letter of credit (“Letter of Credit”) to the City in the amount of \$264,313.50, which represents 150 percent of the estimated cost of the Secured Improvements. The Letter of Credit shall be delivered to the City prior to beginning any work on the Private Improvements and shall renew automatically thereafter or be replaced with a new letter of credit 60 days prior to the expiration thereof until released by the City. The Letter of Credit shall be issued by a bank determined by the City to be solvent and creditworthy and shall be in a form acceptable to the City. The Letter of Credit shall allow the City to draw upon the instrument, in whole or part, in order to complete construction of any or all of the Secured Improvements and to pay any fees or costs owed to the City and otherwise unpaid by the Developer. It is the intention of the parties that the City at all times have available to it a Letter of Credit in an amount adequate to ensure completion of all obligations of the Developer under this Agreement. If at any time the City reasonably determines that the bank issuing the Letter of Credit no longer satisfies the City’s requirements regarding solvency and creditworthiness, the City shall notify the Developer and the Developer shall provide to the City within 30 days a substitute letter of credit from another bank meeting the City’s requirements. If within 30 days of notice the Developer fails to provide the City with a substitute letter of credit from an issuing bank satisfactory to the City, the City may draw under the existing Letter of Credit.

The City may draw on the Letter of Credit, after written notice, to complete work related to the Secured Improvements not performed by the Developer, to reimburse itself for costs not duly reimbursed as required under this Agreement, or to otherwise fulfill the obligations of the Developer under this Agreement. In the event that the Letter of Credit is found to be deficient in amount to pay or reimburse the City in total as required herein, the Developer agrees that upon being billed by the City, it will pay within 30 days of the mailing of said billing, the said deficient amount. If there should be an overage in the amount of the utilized Letter of Credit, the City will, upon making said determination, refund to the Developer any monies, without interest, which the

City has in its possession which are in excess of the actual costs owed to the City hereunder.

In the event the Developer files bankruptcy or in the event a bankruptcy proceeding is filed against Developer by others and is not dismissed within 60 days, or in the event a court appoints a receiver for the Developer, the City may draw on the Letter of Credit in its full amount to secure its surety position. The City shall then release the remainder of said Letter of Credit to the bankruptcy court or receiver in the same manner that it would be required to release the Letter of Credit under this Agreement.

When reasonably prudent, the Developer may request of the City that the Letter of Credit be proportionately reduced for portions of completed obligations herein. All such reductions shall be at the sole discretion of the City. The costs incurred by the City in processing any reduction request shall be billed to the Developer and paid to the City within 30 days of billing.

2.10. Payment of City Costs. The Developer agrees to reimburse the City its actual costs regarding: (i) preparing and administering this Agreement and all other documents, permits, and applications related thereto; (ii) processing the approvals relating to the development of the Property; (iii) any other cost expressly required under this Agreement. In addition to and without limitation of the foregoing, the costs to be reimbursed by the Developer to the City shall include, but not be limited to, attorneys' fees, engineering fees, inspection fees, and the costs and fees of other technical and professional assistance (including but not limited to the cost of City staff time) incurred or expended by the City on activities arising out of this Agreement, and other undertakings related thereto. The Developer shall, upon execution of this Agreement, deposit with the City the amount of \$10,000 to be applied to payment of the costs described in this section 2.10, provided that if such costs exceed this amount, the Developer shall, upon demand by the City, pay such additional costs to the City within 15 days of such demand, and provided further that the amount by which this deposit exceeds the City's actual costs, if any, shall be returned to the Developer.

In the event the City does not recover its costs under the provisions of this section 2.10, as an additional remedy, the City may, at its option, assess the Property in the manner provided by Minnesota Statutes, chapter 429, and the Developer hereby consents to the levy of such special assessments without notice or hearing and waives its rights to appeal such assessments pursuant to Minnesota Statutes, section 429.081, provided the amount levied, together with the funds deposited with the City under this section, does not exceed the expenses actually incurred by the City. Further, the City may, at its option, as an additional remedy, recover expenses actually incurred by the City, in the manner provided by Minnesota Statutes, sections 415.01, 366.011 and 366.012, and the Developer hereby consents to the levy of such assessments without notice or hearing and waives its rights to appeal such assessments pursuant to such Minnesota Statutes, provided the amount levied, together with the funds deposited with the City under this section 2.10, does not exceed the expenses actually incurred by the City pursuant to this Agreement.

This section 2.10 shall survive termination of this Agreement and shall be binding on the Developer regardless of the enforceability of any other provision of this Agreement.

2.11. Attorneys' Fees. The Developer agrees to pay the City's reasonable costs and expenses, including attorneys' fees, in the event a suit or action is brought by the City against the Developer to

enforce the terms of this Agreement.

2.12. Amendment. Any amendment to this Agreement must be in writing and signed by both parties.

2.13. Assignment. The Developer may not assign any of its obligations under this Agreement without the prior written consent of the City.

2.14. Agreement to Run with Land. This Agreement shall be recorded among the land records of Hennepin County, Minnesota. The provisions of this Agreement shall run with the Property and be binding upon the Developer and its assigns or successors in interest. Notwithstanding the foregoing, no conveyance of the Property or any part thereof shall relieve the Developer of its liability for full performance of this Agreement unless the City expressly so releases the Developer in writing.

2.15. Representatives Not Individually Liable. No official, agent, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City on any obligation or term of this Agreement.

2.16. Notices and Demands. Any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

(a) as to the Developer: Vista 44 Housing Limited Partnership
2610 University Avenue West, Suite 100
St. Paul, MN 55114
Attn: Lee Bons

with a copy to: Bridget A. Hust
Hust Law Firm, PLLC
1900 Fifth Street Towers
100 South Fifth Street
Minneapolis, MN 55402

(b) as to the City: City of Hopkins
1010 1st Street South
Hopkins, MN 55343
Attn: City Manager

with a copy to: Scott J. Riggs, City Attorney
Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section 2.16.

2.17. Disclaimer of Relationships. The Developer acknowledges that nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by the Developer or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer.

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

2.19. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

2.20. Indemnification. Notwithstanding anything to the contrary in this Agreement, the City, its officials, agents, and employees shall not be liable or responsible in any manner to the Developer, the Developer's successors or assigns, the Developer's contractors or subcontractors, material suppliers, laborers, or to any other person or persons for any claim, demand, damage, or cause of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance of this Agreement. The Developer, and the Developer's successors or assigns, agree to protect, defend and save the City, and its officials, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys' fees, consulting engineering services, and other technical, administrative, or professional assistance. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, chapter 466 or otherwise.

This section 2.20 shall survive termination of this Agreement and shall be binding on the Developer regardless of the enforceability of any other provision of this Agreement.

2.21. Developer's Default. In the event of default by the Developer as to any work or undertaking required by this Agreement, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek an order from any court for permission to enter the Property for such purposes. If the City does any such work, the City may, in addition to its other remedies, levy special assessments against the lots within the subdivision to recover the costs thereof. For this purpose, the Developer, for itself and its successors and assigns, expressly waives any and all procedural and substantive objections to the special assessments, including, but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the land so assessed. The Developer, for itself and its successors and assigns, also waives any appeal rights otherwise available pursuant to Minnesota Statutes, section 429.081.

2.22. Compliance with Existing Laws. The Developer warrants that all work performed pursuant to this Agreement shall be in compliance with existing laws, ordinances, pertinent regulations, standards, and specifications of the City.

2.23. Building Permits. The City Approvals and this Agreement do not include approval of a building permit for any structures on the Property. The Developer must submit and the City must approve building plans prior to an application for a building permit for a structure on the Property. The Developer or the parties applying for the building permit shall be responsible for payment of the customary fees associated with the building permits and other deferred fees as specified in this Agreement.

2.24. City's Access. The Developer hereby grants the City, its agents, employees, officers and contractors a non-revocable license to enter the Property to perform any work and inspections deemed appropriate by the City related to the Secured Improvements.

2.25. Miscellaneous Provisions.

A. The Developer represents to the City that the development of the Property complies with all city, county, state, and federal laws and regulations including, but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the City determines that the development of the Property does not comply, the City may, at its option, refuse to allow construction or development work on the Property until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

B. Third parties shall have no recourse against the City under this Agreement.

C. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, including lots sold to third parties.

D. Wherever possible, each provision of this Agreement and each related document shall be interpreted so that it is valid under applicable law. If any provision of this Agreement or any related document is to any extent found invalid by a court or other governmental entity of competent jurisdiction, that provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other related document.

E. If building permits are issued prior to the completion and acceptance of public improvements, if any, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, the Developer, its contractors, subcontractors, material men, employees, agents, or third parties.

F. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of any other covenant, agreement, term, or condition, nor does it imply that such covenant, agreement, term, or condition may be waived again. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing and signed by the parties. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

G. Each right, power, or remedy herein conferred upon the City is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereafter arising, available to the City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so exciting may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.

H. This Agreement, together with the exhibits hereto, which are incorporated by reference, constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to this Agreement, superseding all prior or contemporaneous proposals, communications, and understandings, whether oral or written, pertaining to the subject matter of this Agreement.

I. No official, agent, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City on any obligation or term of this Agreement.

J. Data provided to the Developer or received from the Developer under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13.

[The remainder of this page to remain intentionally blank].

IN WITNESS OF THE ABOVE, the parties have caused this Agreement to be executed on the date and year written above.

THE CITY:

By: _____
Jason Gadd
Mayor

By: _____
Michael Mornson
City Manager

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

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

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land to which this Development Agreement applies is legally described as follows:

Lots 14, 15, 16, 17, 18 and 19, inclusive, Block 8, West Minneapolis, according to the recorded plat thereof, Hennepin County, Minnesota, together with that part of the adjacent vacated alley that accrued thereto by reason of the vacation thereof, and part of Lots 13 and 20, said West Minneapolis, which lie southerly of the following described line:

Commencing at the southeast corner of said Lot 16; thence North 03 degrees 02 minutes 02 seconds East along the east line of said Block 8, a distance of 156.25 feet to the point of beginning of the line to be described; thence North 86 degrees 52 minutes 42 seconds West a distance of 264.42 feet to the west line of said Lot 20 and said line there terminating.

EXHIBIT B

FORM OF SIDEWALK EASEMENT

GRANT OF PERMANENT SIDEWALK EASEMENT

Vista 44 Housing Limited Partnership, a Minnesota limited liability partnership (the “Grantor”), the property owner of the land legally described on Exhibit A attached hereto and incorporated herein (the “Property”), in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto the **CITY OF HOPKINS**, a Minnesota municipal corporation, the “grantee” (the “City”), its successors and assigns, a perpetual, non-exclusive public easement for pedestrian sidewalk purposes over, across, on, under, and through the Property legally described and depicted on Exhibit "B" and Exhibit C” attached hereto and incorporated herein (the “Easement Area”).

INCLUDING the right of public ingress and egress and the right of the City, its contractors, agents, and employees to enter the Property at all reasonable times for the purpose of constructing, operating, maintaining, repairing and replacing a public sidewalk within the described Easement Area. The easement granted herein also includes the right to cut, trim, or remove from the Easement Area any tree, shrub or other vegetation that in the grantee’s judgment unreasonably interferes with the easement.

The City shall not install any other permanent structures within the Easement Area that would impede Grantor’s present access over and across the Easement Area. Grantor reserves the right to use and enjoy the Easement Area, including ingress and egress, as long as Grantor does not interfere with the City’s rights set forth herein.

The terms and conditions of this instrument shall run with the land and be binding on the Grantor, its heirs, personal representatives, successors and assigns.

Grantor, for itself, its successors and assigns, does covenant with the City, its successors and assigns, that it is well seized in fee title of the Property; that it has the sole right to grant and convey the easements to the City; that there are no unrecorded interests in the Property; and that it will indemnify and hold the City harmless for any breach of the foregoing covenants.

[signature page to follow]

IN TESTIMONY WHEREOF, the Grantor hereto has signed this document this ____ day of _____, 20__.

GRANTOR:

Vista 44 Housing Limited Partnership

By: Vista 44 LLC

By: _____
Lee Blons
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Lee Blons, the President of Vista 44 LLC, a Minnesota limited liability company, the General Partner of Vista 44 Housing Limited Partnership, a Minnesota limited partnership by and on behalf of said Partnership.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Hust Law Firm, PLLC
1900 Fifth Street Towers
100 South Fifth Street
Minneapolis, MN 55402

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Lots 14, 15, 16, 17, 18 and 19, inclusive, Block 8, West Minneapolis, according to the recorded plat thereof, Hennepin County, Minnesota, together with that part of the adjacent vacated alley that accrued thereto by reason of the vacation thereof, and part of Lots 13 and 20, said West Minneapolis, which lie southerly of the following described line:

Commencing at the southeast corner of said Lot 16; thence North 03 degrees 02 minutes 02 seconds East along the east line of said Block 8, a distance of 156.25 feet to the point of beginning of the line to be described; thence North 86 degrees 52 minutes 42 seconds West a distance of 264.42 feet to the west line of said Lot 20 and said line there terminating.

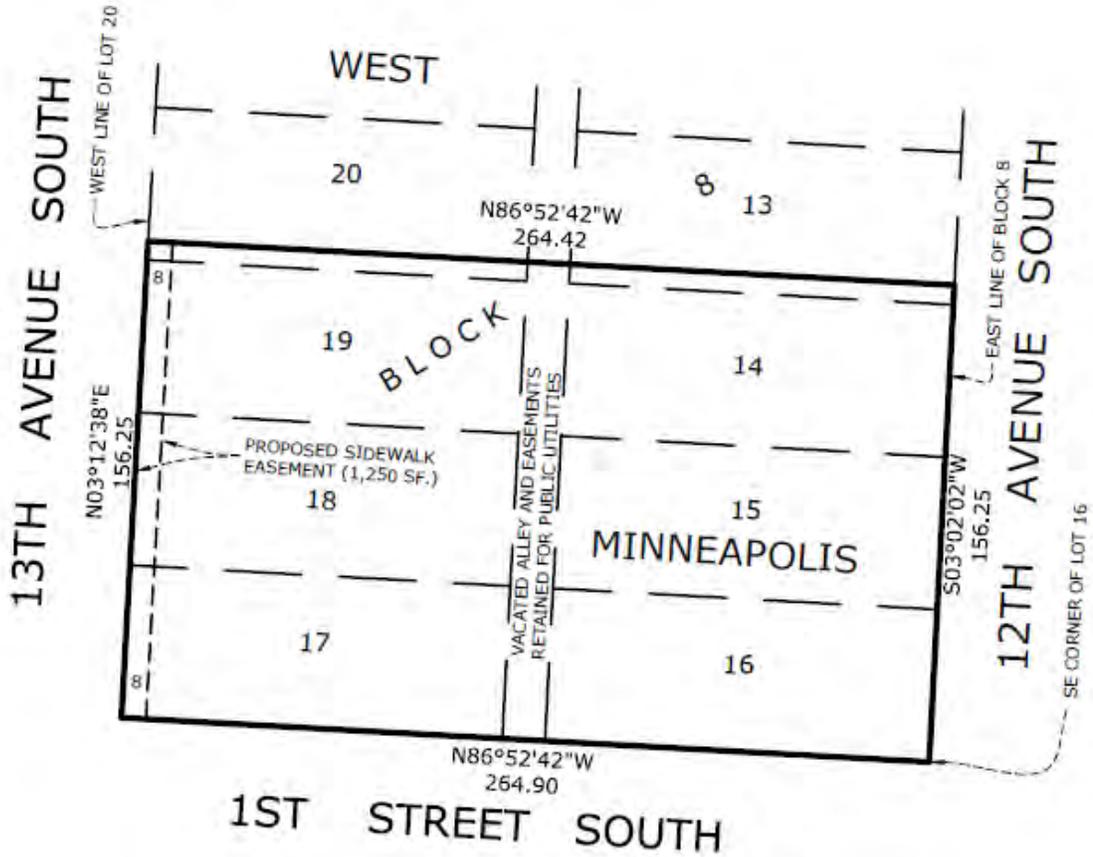
EXHIBIT B
LEGAL DESCRIPTION OF THE EASEMENT AREA

The west 8.00 feet of the following described property:

Lots 17, 18 and 19, inclusive, Block 8, West Minneapolis, according to the recorded plat thereof, Hennepin County, Minnesota, together with that part of the adjacent vacated alley that accrued thereto by reason of the vacation thereof, and part of Lot 20, said West Minneapolis, which lies southerly of the following described line:

Commencing at the southeast corner of said Lot 16; thence North 03 degrees 02 minutes 02 seconds East along the east line of said Block 8, a distance of 156.25 feet to the point of beginning of the line to be described; thence North 86 degrees 52 minutes 42 seconds West a distance of 264.42 feet to the west line of said Lot 20 and said line there terminating.

**EXHIBIT C
DEPICTION OF THE EASEMENT AREA**

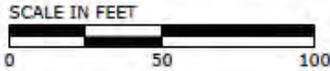


MINNESOTA CERTIFICATION

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 13th day of January, 2020

Timothy L. Sorenson
Timothy L. Sorenson Minnesota License No. 48067



HTPO Engineering • Surveying
Landscape Architecture

HANSEN THORP PELLINEN OLSON, Inc.
7510 Market Place Drive • Eden Prairie, MN 55344
952-829-0700 • 952-829-7806 fax

Project No. 19-021.1

SHEET 1 OF 1

EXHIBIT C

FORM OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS BEACON
INTERFAITH HOUSING PLANNED UNIT DEVELOPMENT AGREEMENT**

THIS DECLARATION made this ____ day of _____, 20__, by Vista 44 Housing Limited Partnership, a Minnesota limited partnership (hereinafter referred to as the “Declarant”);

WHEREAS, Declarant is the owner of the real property as described below (hereinafter referred to as the “Subject Property”):

Lots 14, 15, 16, 17, 18 and 19, inclusive, Block 8, West Minneapolis, according to the recorded plat thereof, Hennepin County, Minnesota, together with that part of the adjacent vacated alley that accrued thereto by reason of the vacation thereof, and part of Lots 13 and 20, said West Minneapolis, which lie southerly of the following described line:

Commencing at the southeast corner of said Lot 16; thence North 03 degrees 02 minutes 02 seconds East along the east line of said Block 8, a distance of 156.25 feet to the point of beginning of the line to be described; thence North 86 degrees 52 minutes 42 seconds West a distance of 264.42 feet to the west line of said Lot 20 and said line there terminating.

; and

WHEREAS, the Subject Property is subject to certain zoning and land use restrictions imposed by the City of Hopkins, Minnesota ("City") in connection with the approval of an application for a planned unit development for a four-story, 50-unit apartment complex on the Subject Property; and

WHEREAS, the City has approved such development on the basis of the determination by the City Council of the City that such development is acceptable only by reason of the details of the development proposed and the unique land use characteristics of the proposed use of the Subject Property; and that but for the details of the development proposed and the unique land use

characteristics of such proposed use, the planned unit development would not have been approved;
and

WHEREAS, as a condition of approval of the planned unit development, the City has required the execution and filing of this Declaration of Covenants, Conditions and Restrictions (hereinafter the “Declaration”); and

WHEREAS, to secure the benefits and advantages of approval of such planned unit development, the Declarant desires to subject the Subject Property to the terms hereof.

NOW, THEREFORE, the Declarant declares that the Subject Property is, and shall be, held, transferred, sold, conveyed and occupied subject to the covenants, conditions, and restrictions, hereinafter set forth.

1. The use and development of the Subject Property shall conform to the following documents, plans, drawings, and requirements:

a. Vista 44 Final PUD Plan (“Plans”), prepared by UrbanWorks Architecture LLC and dated _____, 20____, the sheets of which are specified on Attachment One hereof. Original documents are on file with the City and are made a part hereof.

b. A 10-kilowatt rooftop solar system shall be required, as detailed in the Plans, in order to provide a cleaner and more affordable energy source for the building and its residents.

c. 46 long-term and 16 short-term bicycle parking stalls, as detailed in the Plans, shall be installed on the Subject Property.

d. Public artwork that is otherwise approved by the City shall be incorporated into the building’s façade and near the front entrance of the development. Additionally, public artwork that is otherwise approved by the City shall be wrapped around the on-site electrical transformer box that is required as part of the Plans.

e. The Subject Property must provide and maintain on-site supportive services to the residents on a full-time basis and during regular business hours (the, “Supportive Service Requirements). The supportive services may be provided by the fee owner or by one or more third-party service providers engaged by the fee owner and must include, but not necessarily be limited to, linkages to services necessary to maintain housing stability, live in the community, and lead successful lives. In the event the necessary service funding, rental assistance or operating support (collectively, the "Unit Subsidy") (i) is withdrawn or terminated due to reasons not attributable to the actions or inactions of Declarant; (ii) the withdrawal or termination materially adversely impacts the financial feasibility of the development; and (iii) alternative funding is unavailable, the Supportive Service Requirements will be eliminated upon written evidence submitted by the Declarant to the City.

2. The Subject Property may only be developed and used in accordance with Paragraph 1 of this Declaration unless the owner first secures approval by the City Council of an amendment to the planned unit development plan or a rezoning to a zoning classification that permits such other development and use.

3. In connection with the approval of development of the Subject Property, the following deviations from City Zoning or Subdivision Code provisions were approved:

a. Section 543 Mixed Use District development standards:

Mixed Use District Development Standards and PUD Approved Deviations		
Category	Mixed Use District	Approved Deviation for PUD
Front Setback (East)	Minimum = 1' Maximum = 5'	7'
Floor to Area Ratio (FAR)	Minimum = 3 Maximum = 5	1.73

b. The Mixed Use District further requires the primary (80%) exterior treatment of walls facing a public right-of-way or parking lot on a structure be brick, cast concrete, stone, marble or other material similar in appearance and durability. If the Subject Property is otherwise developed in accordance with this Declaration, it shall be deemed sufficient for the exterior brick treatment to be no less than 44.8% on the north elevation, 56.5% on the south elevation, 74.6% on the east elevation and 64% on the west elevation.

c. The Mixed Use District further requires a minimum of one enclosed parking stall per unit and one guest stall per 15 units. Based on these standards, the Subject Property should provide a total of 50 enclosed stalls and four surface stalls. However, if the Subject Property is otherwise developed in accordance with this Declaration, 46 enclosed parking stalls and 12 surface stalls shall be permitted.

d. The Mixed Use District further requires that the primary street side façade of a building shall not consist of an unarticulated blank wall, flat front façades, or an unbroken series of garage doors, and that the front of a building shall be broken up into individual bays of a minimum of 25 feet and maximum of 40 feet wide. The building façade proposed and detailed in the Plans, as referenced herein, shall be permitted.

In all other respects the use and development of the Subject Property shall conform to the requirements of the Paragraphs 1 and 2 of this Declaration and the City Code of Ordinances.

4. The obligations and restrictions of this Declaration run with the land of the Subject Property and shall be enforceable against the Declarant, its successors and assigns, which successors and assigns shall be jointly and severally responsible for obligations under this Declaration, by the City of Hopkins acting through its City Council. This Declaration may be amended from time to time

by a written amendment executed by the City and the owner or owners of the lot or lots to be affected by said amendment.

IN WITNESS WHEREOF, the undersigned as duly authorized agents, officers or representatives of Declarant have hereunto set their hands and seals as of the day and year first above written.

DECLARANT

VISTA 44 HOUSING LIMITED PARTNERSHIP

By: Vista 44 LLC

By: _____
Lee Blons
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by Lee Blons, the President of Vista 44 LLC, a Minnesota limited liability company, the General Partner of Vista 44 Housing Limited Partnership, a Minnesota limited partnership by and on behalf of said partnership.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

KENNEDY & GRAVEN, CHARTERED
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300

Attachment One

The following documents prepared by UrbanWorks Architecture LLC, issue date _____, 20____, collectively constitute the Plans:

- G001 Title Sheet
- C100 Selective Demolition, Grading, Drainage, and Erosion Control Plan
- C200 Utility Plan
- C300 Paving and Geometric Plan
- C400 Civil Details
- C401 Civil Details
- C402 Civil Details
- C403 Civil Details
- C500 Storm Water Pollution Prevention Plan
- L010 General Notes
- L011 Reference Notes and Plant Schedules
- L110 Materials and Layout Plan
- L140 Landscape Planting Plan
- L500 Landscape Details
- L501 Landscape Details
- AL101 Architectural Landscape Plan
- AL104 Shadow Study
- A001 Sublevel Plan
- A101 Level 1 Plan
- A102 Level 2 Plan
- A301 Building Elevations
- A302 Building Elevations
- A303 Color Building Elevations
- A304 Color Building Elevations
- A351 Building Axonometric View
- A352 Building Perspective Views

CITY OF HOPKINS
Hennepin County, Minnesota

RESOLUTION 2019-101

**A RESOLUTION APPROVING THE SECOND READING OF ORDINANCE 2019-1144
REZONING CERTAIN REAL PROPERTY FROM R-5 HIGH DENSITY MULTIPLE
FAMILY TO MIXEDUSE – PLANNED UNIT DEVELOPMENT SUBJECT TO
CONDITIONS**

WHEREAS, the applicant, Beacon Interfaith Housing Collaborative, on behalf of the Parish of St. Gabriel the Archangel of Hopkins, Minnesota, initiated an application (“Application”) requesting to rezone the real property legally described on Exhibit A attached hereto (the “Property”) from R-5 High Density Multiple Family to Mixed Use – Planned Unit Development to allow for the development of a 4-story, 50-unit multiple family apartment building; and

WHEREAS, in connection with the Application, the applicant also submitted a separate application for a site plan for the planned unit development and an administrative subdivision application; and

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

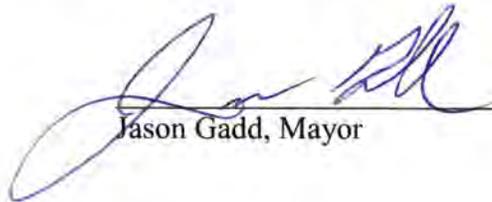
1. That the Application was initiated by the applicant on September 20, 2019.
2. That the Hopkins Planning and Zoning Commission, pursuant to published and mailed notice, held a public hearing on the Application and reviewed such Application on October 22, 2019 in accordance with state and local laws: all persons present were given an opportunity to be heard.
3. That comments and analysis of all persons present, including City staff, were considered by the Hopkins Planning and Zoning Commission who, via Planning and Zoning Resolution 2019-12, recommended approval of said Application following the aforementioned public hearing; and
4. That the Hopkins City Council reviewed this item on November 4, 2019, took public comment and adopted a motion to continue it to allow time for further review and discuss; and
5. That the Hopkins City Council had further review and discussion of this item during their November 26, 2019 work session and directed staff to bring this item back to the City Council during the December 3, 2019 regular meeting; and
6. That the Hopkins City Council reviewed this item on December 3, 2019 took public comment and adopted a motion to approve Resolution 2019-089 approving the first reading of Ordinance 2019-1144 rezoning the subject property.

WHEREAS, City staff has also recommended approval of the Application based on the findings outlined in City Council Report 2019-112 presented to the City Council on November 4, November 26 and December 3, 2019, which is hereby fully incorporated into this Resolution as additional findings of the City Council.

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

1. All recitals set forth in this Resolution are incorporated into and made part of this Resolution, and more specifically, constitute the express findings of the City Council.
2. Based on the findings contained herein which include the staff report referenced above, the Application to rezone the Property to Mixed Use – Planned Unit Development to allow for the proposed development is hereby approved, subject to the following conditions:
 - a. Execution by the applicant of a Planned Unit Development (PUD) Agreement that meets all requirements of the City Attorney.
 - b. Approval of the associated site plan application for the 4-story, 50-unit multiple family apartment complex and adherence to all related conditions.
 - c. Approval of the associated subdivision application separating the Property from its current parcel and adherence to all related conditions.
 - d. Approval of the aforementioned multi-family development by the Nine Mile Creek Watershed District and any other entity with jurisdiction over this matter and adherence to all related conditions.
3. Upon each of the aforementioned conditions being met, City staff shall update the City's official zoning map to reflect the rezoning of the Property memorialized herein.

Adopted by the City Council of the City of Hopkins this 17th day of December, 2019.


Jason Gadd, Mayor

ATTEST:

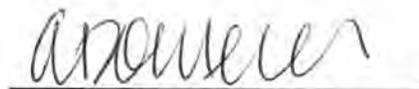

Amy Domeier, City Clerk

EXHIBIT A

Legal Description of the Property

Lots 14, 15, 16, 17, 18 and 19, inclusive, Block 8, West Minneapolis, according to the recorded plat thereof, Hennepin County, Minnesota, together with that part of the adjacent vacated alley that accrued thereto by reason of the vacation thereof, and part of Lots 13 and 20, said West Minneapolis, which lie southerly of the following described line:

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CITY OF HOPKINS
Hennepin County, Minnesota

ORDINANCE NO. 2019-1144

**AN ORDINANCE REZONING CERTAIN REAL PROPERTY
FROM R-5 HIGH DENSITY MULTIPLE FAMILY TO MIXED
USE – PLANNED UNIT DEVELOPMENT**

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

1. That the present zoning classification of R-5, High Density Multiple Family, upon the following described premises is hereby repealed, and in lieu thereof, said premises are hereby zoned Mixed Use with a Planned Unit Development (PUD).
2. The legal description of the properties to be rezoned is as follows:

Lots 14, 15, 16, 17, 18 and 19, inclusive, Block 8, West Minneapolis, according to the recorded plat thereof, Hennepin County, Minnesota, together with that part of the adjacent vacated alley that accrued thereto by reason of the vacation thereof, and part of Lots 13 and 20, said West Minneapolis, which lie southerly of the following described line:

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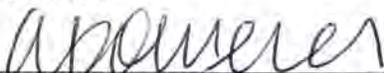
First Reading: December 3, 2019

Second Reading: December 17, 2019

Date of Publication: December 26, 2019

Date Ordinance Takes Effect: December 26, 2019

ATTEST:


Amy Domeier, City Clerk


Jason Gadd, Mayor



Finance Department

CITY OF HOPKINS

Memorandum

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

From: Nick Bishop, Finance Director

Date: January 19, 2021

Subject: Finance Update

PURPOSE

The January 19, 2021 City Council Meeting will include a presentation about the Finance Department as the second in a series of updates from City Departments in 2021.

INFORMATION

The presentation will include an overview of the Finance Department and its primary functions. It will also include a tentative schedule of meetings for the 2022 Budget Process.

City of Hopkins
Community Engagement Plan for 2022 Annual Budget

Overview

Approving the City's Annual Budget is one of the most important decisions the City Council will make. The Annual Budget reflects the City's goals, objectives and priorities established by City Council.

January 19

City Council presentation on community engagement plan for the 2022 Annual Budget.

January – February

Each department will give a presentation to City Council covering timely topics.

July - September

City Council will review the proposed budget, CIP and ERP.

August 16

A public outreach/input event will be held from 6:00 to 7:00. The first 30 minutes will be a presentation from the Finance Director about the budget process, financial management plan and proposed budget. 30 minutes will be for questions and answers.

**Advertised through Hopkins Highlights, Hopkins Connections, social media and the website.*

September 21

Approve Preliminary Levy and set truth in taxation hearing date.

October – November

City council can review the preliminary budget as needed.

November 1

Budget Extra in Hopkins Highlights and available on website.

Tuesday, November 30 or Monday, December 6

Hold truth in taxation hearing. This is being held as a standalone meeting to avoid conflicts with Hopkins School District or Hennepin County. It must be held after November 24th.

**Advertised through Hopkins Highlights, Hopkins Connections, social media and the website.*

December 7 or 21

Approve final levy.

City of Hopkins
2022 Budget Preparation Schedule for City Council

The following table outlines the **tentative** schedule for discussions on important aspects of the City’s Budget.

Meeting Date	Meeting Type	Subject	Details
January 19	Regular Meeting	Finance Update	-Overview of Community Engagement Plan and Budget Preparation Schedule for 2022 Budget
January-February	Regular Meetings & Work Sessions	Department Updates	-Planning and Development -Police and Fire -Public Works -Community Services and Administration
March 9	Work Session	Financial Management Plan	-Presentation on FMP -Decision on Infrastructure Projects in 2022 -Decision on Burnes Park Debt Service in 2022
April-July	N/A	Internal Preparations	-2020 Audit Ongoing -Departments Prepare Budgets, Equipment Replacement and Capital Improvement Schedules
July 13	Work Session	Review 2022 Tax Levy and General Fund Budget	-First Draft
August 10	Work Session	Review Capital Improvement Plan (CIP) and Equipment Replacement Plan (ERP)	-Park Dedication Fund -Permanent Improvement Revolving Fund (Street Projects) -Equipment Replacement Levy

City of Hopkins
2022 Budget Preparation Schedule for City Council

Meeting Date	Meeting Type	Subject	Details
August 16	Community Event	Review 2022 Tax Levy and General Fund Budget	-Presentation -Question and Answer Session
September 7	Regular Meeting	Review 2022 Tax Levy and General Fund Budget	-Preliminary for approval on September 21
September 21	Regular Meeting	Approve Preliminary Tax Levy and General Fund Budget	-Must be approved by September 30
October 12	Work Session	Review Enterprise Fund Budgets and Utility Rates	-Water -Storm Sewer -Pavilion -Sewer -Refuse
November 3	Regular Meeting	Approve CIP, ERP and Utility Rates	
November 9	Work Session	Review Special Revenue Budgets and Activity Center Budget	-Chemical Assessment -Economic Development -Communications -Activity Center -Parking -Depot -Arts Center
November 30 or December 6 (Monday)	Regular Meeting	Truth in Taxation Hearing	-Overview of 2022 Budget and Tax Levy -Public Comment
December 7	Regular Meeting	Approve Final Budget & Tax Levy	
December 21	Regular Meeting	Approve Final Budget & Tax Levy	-Last scheduled meeting to approve