

**HOPKINS CITY COUNCIL  
AGENDA  
Tuesday, September 6, 2022  
6:30 pm**

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

**Schedule**      HRA Meeting, 6:30 p.m. – City Council Meeting immediately following meeting

**I. CALL TO ORDER**

**II. ADOPT AGENDA**

**III. PRESENTATIONS**

**IV. CONSENT AGENDA**

1. Minutes of the August 16, 2022 City Council Meeting Proceedings
2. Extension of On-Sale Liquor License for LTD Brewing LLC DBA LTD Brewing Co.; Domeier
3. Ratify Checks Issued in August 2022; Bishop
4. Approval of Sub-Grant Agreement between the City of Hopkins and TF Hopkins LLC for a DEED Contamination and Cleanup Grant for Blake Road Station Site B, Youngquist

**V. PUBLIC HEARINGS**

**VI. OLD BUSINESS**

**VII. NEW BUSINESS**

1. Ovation Apartments (Former Hopkins Cinema 6) Rezoning and PUD Agreement; Krzos
2. Ovation Apartments (Former Hopkins Cinema 6) Parking Agreement; Krzos
3. Resolution Approving Proposed 2023 Levy, Proposed 2023 General Fund Bund Budget and Set Budget Meeting Date; Bishop
4. Resolution Approving Proposed 2023 HRA/EDA Tax Levy; Bishop
5. Adoption of the 2023-2027 Equipment Replacement Plan (ERP); Bishop
6. Adoption of the 2023-2027 Capital Improvement Plan (CIP); Bishop

**VIII. PUBLIC COMMENT**

**IX. ANNOUNCEMENTS**

- Next City Council Work Session: Tuesday, September 13 at 5:30 p.m.
- Next City Council Regular Meeting: Tuesday, September 20 at 6:30 p.m.

**X. ADJOURN**

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
AUGUST 16, 2022**

**CALL TO ORDER**

Pursuant to due call and notice thereof a regular meeting of the Hopkins City Council was held on Monday, August 16, 2022 at 7:15 p.m. in the Council Chambers at City Hall, 1010 1<sup>st</sup> Street South.

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

**ADOPT AGENDA**

Council Member Hunke stated that New Business item VII.1. Second Reading: Hopkins Apartments Rezoning has been pulled from the Agenda. The item will be considered at the September 6, 2022 regular meeting.

**Motion** by Balan. **Second** by Beck.

**Motion** to Adopt the Agenda.

**Ayes: Balan, Beck, Garrido, Hanlon, Hunke**

**Nays: None. Motion carried.**

**PRESENTATIONS**

**III.1. Recognition of Students from the Ukraine; Hanlon**

The City Council recognized and shared gifts with students from the Ukraine. The students were participating a Youth Leadership Program with Global Synergy Group.

**CONSENT AGENDA**

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

**Motion** to Approve the Consent Agenda.

1. Minutes of the August 1, 2022 City Council Meeting Proceedings
2. Minutes of the August 8, 2022 City Council Work Session Proceedings
3. Approval of Temporary On-Sale Liquor License for Team Tucker Association; Domeier
4. Second Reading of Ordinance 2022-1181; Imihy Bean
5. Second Reading of Ordinance 2022-1182; Lenz
6. Resolution Approving an Amendment to the Planning & Zoning Commission Bylaws; Krzos

**Ayes: Balan, Beck, Garrido, Hanlon, Hunke**

**Nays: None. Motion carried.**

**PUBLIC COMMENT**

Andrew Quist, 128 19<sup>th</sup> Avenue South, Hopkins, shared his plans for remodeling his home. He shared concerns about the new zoning code regulating that the garage façade

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
AUGUST 16, 2022**

must be 10 feet back from house façade. Mr. Quist submitted his plans the day after the new zoning code took effect. Director of Planning and Development Director Elverum shared the intent to have the garage not be the focal point of the property. Mayor Hanlon requested that staff to find options and solutions for Mr. Quist. Staff will work with Mr. Quist moving forward.

**ANNOUNCEMENTS**

Mayor Hanlon provided the upcoming meeting schedule.

**ADJOURNMENT**

There being no further business to come before the City Council and upon a motion by Balan, second by Beck, the meeting was unanimously adjourned at 7:41 p.m.

Respectfully Submitted,  
Amy Domeier, City Clerk

ATTEST:

\_\_\_\_\_  
Patrick Hanlon, Mayor

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



September 6, 2022

Council Report 2022-080

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

**Proposed Action**

Staff recommends adoption of the following motion: Approve Extension of On-Sale Liquor License for LTD Brewing LLC DBA LTD Brewing Co. to allow the sale of alcohol and live entertainment in fenced-in area on September 17, 2022.

Passage of this motion will result in the ability of the LTD Brewing Co. (LTD) to serve alcoholic beverages at their event on Saturday, September 17. The event is scheduled from 1 p.m. to 10 p.m.

**Overview**

The owners of LTD have requested an extension of their on-sale liquor license to cover the sale of alcohol in the fenced in area within their parking lot. The event will be extended into 8<sup>th</sup> Avenue with live music entertainment, beer tents, food trucks, and kid’s activities.

The Police Department reviewed the request and has no objection to the liquor license extension, provided LTD abides by regulations outlined in Legislative Policy 5-D – Special Events Policy. LTD security will assist the Police Department in clearing the event at 10:30 p.m. The 10 p.m. closing time should be prominently displayed throughout, so there is no confusion at the end of the evening when patrons are asked to leave. For the event, LTD will hire one uniformed police officer from 5 p.m. to 11 p.m. to supplement their security staff as required by the Police Department.

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

**Primary Issues to Consider**

- What measures will be taken to assure that persons under the age of 21 will not have access to alcohol? (See attached policy)
- What measures will be taken to assure that outdoor activities will cease at 10 p.m.? (See attached policy)

**Supporting Documents**

- Policy 5-D – Special Events Policy



Amy Domeier, City Clerk

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

**1. PURPOSE**

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

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

**2. CITY SERVICES PROVIDED FOR SPECIAL EVENTS**

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

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

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

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

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

- 2.05 **Other For-Profit Events:** The City may allow other Special Events operated by for-profit sponsors that are beneficial to the City and the public. These events are subject to an additional use charge for the use of the

public property. In addition, these events must pay 100% of all City costs related to the event. These events must meet the other requirements of the Special Event Policy and must reimburse the City for any City costs in addition to the payment of the established permit rate. The minimum additional use charge shall be \$250.00 per day. Approval of an event does not require the City to approve similar events or even the repeat of the same event. Each event will be reviewed separately.

### **3. FEES FOR SPECIAL EVENTS**

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

### **4. BILLINGS FOR SPECIAL EVENTS**

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

### **5. REGULATIONS AND PROCEDURES**

- 5.01 Any person or organization wishing to sponsor a Special Event must obtain a Special Event Permit not less than 45 days before the special event.
- 5.02 Applications for a permit for a Special Event will be available at the City Clerk's office, and if approved, shall become a part of the permit. Incomplete applications will be returned.
- 5.03 The permit fee shall accompany the application.
- 5.04 Special Events which are not sponsored by the City or deemed Pre-Approved may require a deposit of not less than \$200 or as determined by the City Manager.

- 5.05 The cash deposit will be calculated based on the anticipated and potential cost to the City of Hopkins, and shall be submitted no less than thirty (30) days before the special event.
- 5.06 The return of the deposit is conditioned upon the applicant having not requested nor received services which are a cost to the City of Hopkins and the applicant causing no damage to the public or private property in the City of Hopkins, and further conditioned upon the fact that the applicant will remove all dirt, paper, litter, or other debris generated by its operations, from the site of the event and the adjoining premises upon completion of the event.
- 5.07 Issuance of a Special Event Permit does not constitute a waiver of any Federal, State or Local laws. Applicants are responsible for complying with all applicable Federal, State, and Local laws.
- 5.08 Issuance of a Special Event Permit does not, in any way, imply City sponsorship of the Special Event.
- 5.09 Traffic Control Measures: Applicant is required to pay all costs for traffic control measures and traffic control personnel.
- 5.10 Traffic Barricades: The applicant shall through a bona fide contractor provide, install and remove all the equipment as stipulated by the Public Works Department. The installation and removal of barricades by Hopkins Public Works Department is subject to the Hourly Rates listed in Attachment A.
- 5.11 Notice to Property Owners: The applicant may be required to provide a 30-day notice to all property owners about a Special Event as stipulated by the City Clerk or designee. For events at the 8<sup>th</sup> Avenue Artery, the City Clerk will provide the applicant with a list of property owners to notify.
- 5.12 Insurance: Applicant must provide the City with a Certificate of Insurance showing proof of general liability insurance, automobile liability insurance (if applicable) and liquor liability insurance (if applicable) meeting the following minimum requirements:
- Applicant shall procure and maintain for the duration of the event commercial general liability insurance or equivalent special event coverages protecting it from claims for damages for bodily injury and property damage which may arise from or in connection with the event's operation and use of the City's property in the minimum amount of \$1,000,000 per occurrence.
  - If automobiles will be used during the event, Applicant shall provide automobile liability insurance with a minimum combined single limit of \$1,000,000 per occurrence. Coverage shall include liability for owned, non-owned and hired automobiles.
  - If alcohol will be sold or served, Applicant must have liquor liability (dram shop) insurance in the minimum amount of \$1,000,000 per occurrence.
  - The City shall be endorsed as an additional insured on all liability policies. Applicant's insurance shall be primary.
  - The City reserves the right to modify these insurance requirements depending on the nature and scope of the event.

- 5.13 Claims: Applicant agrees to defend and hold the City harmless from claims, demands, actions or causes of actions, of any nature of character, arising out of, or by reason of conduct of the event authorized by such premise extension, including attorney fees and all expenses.
- 5.14. Damages: Applicant will indemnify the City for all damages that may result to City property as a result of an event.
- 5.15 Supervision: Applicant will maintain adult supervision of the event at all times. Applicant will provide security as stipulated by the Chief of Police or designee. Security will be billed at the Hourly Rate outlined in Attachment A.
- 5.16 Clean-up: Applicant will, at no cost to the City, immediately clean up, remove and dispose of all litter or material of any kind, which is placed or left on the street because of the event. If the Applicant neglects or fails to proceed with clean up within a two-hour period immediately following the end of the event, or if the cleanup is done in an inadequate manner, the Director of Public Works or designee is authorized to cleanup and charge Applicant for clean-up at the Hourly Rate shown in Attachment A.
- 5.17 Trash Disposal: Applicant will provide plans for trash disposal including the company contracted for trash disposal as part of the Special Event Permit Application.
- 5,18 Restrooms. Applicant will provide plans for providing restrooms including the company contracted for supplying restrooms as part of the Special Event Permit Application.
- 5.19 Use of City Utilities: The Applicant will not use City utilities for any event unless permission has been granted by the Director of Public Works or designee. The electrical circuits in the Central Business District have a limited amperage capacity. Applicant will provide plans for events on the 8<sup>th</sup> Avenue Artery where the use of City utilities for events will be permitted.
- 5.20 Food Permits. The Applicant shall obtain a Minnesota Department of Health food license and shall comply at all times with the applicable health codes and regulations. Proof of license shall be provided to the City Clerk at least seven days before the event and kept on site for immediate inspection.
- 5.21 Mobile Food Units. The applicant shall obtain a Mobile Food Unit license from the City Clerk and shall comply with all conditions outlined in Legislative Policy 5-J Mobile Food Units. For units parked at the 8<sup>th</sup> Avenue Artery, all food sales must locate in the defined space.
- 5.22 Alcoholic Beverages on Public Property. The Applicant is required to follow the procedures listed in Legislative Policy 5-K Alcohol/Security/Conduct Policy at City Facilities. All of the below stipulations are inclusive of interior and exterior areas of any special events:
- Fencing surrounding the defined area for the service of alcoholic beverages will be secured to establish the outdoor event area. All liquor sales and containers used for consumption must remain in the defined space.
  - There should be controlled access to the event with event security personnel to identify and wrist band those of legal age to consume. The gate/emergency exit of the

fenced area will need to be continuously staffed to prevent patrons from leaving with alcoholic beverages.

- Events are “21 and over” after 9 p.m. when alcohol is being served.
- All alcohol service will cease at 10 p.m. All patrons must exit the defined space by 10:30 p.m.
- Event security will assist the Police Department in clearing the event at closing time. The closing time should be prominently displayed throughout so there is no confusion at the end of the evening when patrons are asked to leave.
- For events, applicants will be required to hire uniformed police officers to supplement their security staff as required by the Police Department. Monitoring of those consuming alcohol will be done by event coordinators and the Hopkins Police Officers who have been hired to assist with the oversight of the event.

5.23 Outdoor Music. No outdoor music or amplified sound is allowed during the hours of 10 p.m. and 7 a.m. The Police Chief or designee has the ability to direct the event manager to control the level of noise and/or terminate the event at any time. Any plans for outdoor music or amplified sound must be described in the Special Event Permit Application.

5.24 Outdoor Tents. Applications must be submitted for any tent permits exceeding 200 square feet. Erection of tents, canopies, or similar structures is allowed; however, the applicant cannot drive stakes, nails, screws, posts, or otherwise disturb either paved or unpaved surfaces within the right of way to secure such features.

5.25 Variances. The applicant shall provide in writing the condition or conditions that are requested to be modified, the modification that is request, and the factors that the City Manager or designee should consider when determining the modification. Variance requests must be submitted with the Special Event Permit application. Approval of a variance does not require the City to approve similar variances or even the repeat of the same event. Each variance will be reviewed separately.

5.26 Termination: The applicant may terminate this agreement at will by giving 14 days written notice to the City. If less than 24 hours’ notice is given to cancel an event that required contracted work, staff will be compensated for a 2-hour minimum charge. City staff has the authority to cancel or stop an event, or place additional restrictions on the event, if it is deemed that the public health, safety or welfare would be better served with additional restrictions.

5.27 City staff may place any additional requirements on any event. These requirements may include specific staff levels for Police, Fire, Public Works or other personnel. Expenses will be billed to the sponsoring organization under the terms of this policy.

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

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

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

# CITY OF HOPKINS

**FINANCE DEPARTMENT**

## MEMORANDUM

Date: August 25, 2022  
To: Honorable Mayor and Members of the City Council  
From: Nicholas Bishop, Finance Director  
Subject: Ratify Checks Issued in August 2022

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The checks issued between July 28, 2022 and August 25, 2022 were numbers 127799 thru 128124 for a total distribution of \$2,727,495.57.

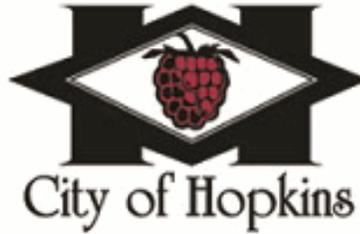
The checks issued, along with the purpose for those payments are attached for your review.

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

# Accounts Payable

## Checks by Date - Summary by Check Date

User: jthoennes  
Printed: 8/25/2022 7:07 AM



1010 First Street South  
Hopkins, MN 55343

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

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
127799	01125	ADT SECURITY SERVICES	08/03/2022	0.00	335.04
127800	28422	ADVANCED IMAGING SOLUTIONS	08/03/2022	0.00	4,814.32
127801	28189	ALLEGRA	08/03/2022	0.00	76.39
127802	31081	ALLEN'S SERVICE	08/03/2022	0.00	125.00
127803	01543	ANCOM COMMUNICATIONS INC	08/03/2022	0.00	138.00
127804	01600	APACHE GROUP	08/03/2022	0.00	1,939.80
127805	01737	ASPEN MILLS	08/03/2022	0.00	48.85
127806	02031	B & W SPECIALTY COFFEE CO	08/03/2022	0.00	1,134.08
127807	29817	GARY BINGER	08/03/2022	0.00	3,200.00
127808	27822	BRADS PRO AUDIO	08/03/2022	0.00	500.00
127809	27822	BRADS PRO AUDIO	08/03/2022	0.00	500.00
127810	27822	BRADS PRO AUDIO	08/03/2022	0.00	500.00
127811	30127	CINTAS CORPORATION NO. 2	08/03/2022	0.00	689.58
127812	26951	COMCAST	08/03/2022	0.00	2.10
127813	26951	COMCAST	08/03/2022	0.00	10.50
127814	26951	COMCAST	08/03/2022	0.00	69.95
127815	26951	COMCAST	08/03/2022	0.00	106.27
127816	31281	CONFLUENCE INC	08/03/2022	0.00	10,074.42
127817	28747	CULLIGAN BOTTLED WATER CO	08/03/2022	0.00	184.80
127818	29303	DIVERSIFIED COFFEE PRODUCTS	08/03/2022	0.00	362.78
127819	04690	DRISKILLS FOODS	08/03/2022	0.00	287.27
127820	05282	EHLERS AND ASSOCIATES, INC	08/03/2022	0.00	21,671.25
127821	05481	EMERGENCY APPARATUS MAINT INC	08/03/2022	0.00	10,654.80
127822	31321	MIRIAM ERICKSON	08/03/2022	0.00	200.00
127823	28978	G & B ENVIRONMENTAL INC	08/03/2022	0.00	3,075.98
127824	30555	MARGARET GONGOLL	08/03/2022	0.00	405.00
127825	29098	HAAG COMPANIES INC	08/03/2022	0.00	351.00
127826	31143	SARA HALPERN	08/03/2022	0.00	290.00
127827	30911	HD ENTERTAINMENT INC	08/03/2022	0.00	1,500.00
127828	31222	MATTHEW HEGER	08/03/2022	0.00	307.64
127829	08184	HENNEPIN CTY TREASURER	08/03/2022	0.00	2,558.00
127830	28297	HERITAGE SHADE TREE CONSULTAN	08/03/2022	0.00	1,168.75
127831	30048	RICH HILL	08/03/2022	0.00	500.00
127832	08336	HIRSHFIELDS	08/03/2022	0.00	77.26
127833	08627	HOME DEPOT CREDIT SERVICES	08/03/2022	0.00	1,697.01
127834	08576	HOPKINS F.D. RELIEF ASSOC	08/03/2022	0.00	120.00
127835	09085	ICMA - ROTH IRA - 706260	08/03/2022	0.00	1,086.40
127836	12009	J. H. LARSON COMPANY	08/03/2022	0.00	21.43
127837	30269	JANELLE JASPERS JONES	08/03/2022	0.00	320.00
127838	29249	JR'S ADVANCED RECYCLERS	08/03/2022	0.00	30.00
127839	11327	KILLMER ELECTRIC CO INC	08/03/2022	0.00	229.60
127840	29465	KLEIN UNDERGROUND	08/03/2022	0.00	2,650.75
127841	31325	MAE SIMPSON MUSIC	08/03/2022	0.00	2,500.00
127842	31305	MARY MCCALLUM	08/03/2022	0.00	120.00
127843	13167	MENARDS	08/03/2022	0.00	468.54
127844	13172	METRO ELEVATOR, INC	08/03/2022	0.00	184.00
127845	30605	METROPOLITAN COMPANIES LLC	08/03/2022	0.00	4,050.00

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
127846	29177	RENEE A MEUWISSEN	08/03/2022	0.00	345.00
127847	13412	MN TROPHIES	08/03/2022	0.00	17.25
127848	31137	MRWA	08/03/2022	0.00	175.00
127849	30300	NORDIC SOLAR HOLDCO LLC	08/03/2022	0.00	7,146.76
127850	30600	ROBERT OLSON	08/03/2022	0.00	435.00
127851	31306	TERRI OSLAND	08/03/2022	0.00	192.00
127852	15880	OWENS SERVICE CORP- CHEMTEX	08/03/2022	0.00	19,593.25
127853	04573	QUALITY RESOURCE GROUP INC	08/03/2022	0.00	1,536.60
127854	09084	ICMA RETIREMENT TRUST- 300824	08/03/2022	0.00	2,076.04
127855	19117	SCHERER BROS. LUMBER CO.	08/03/2022	0.00	364.76
127856	19085	SCHINDLER ELEVATOR CORP	08/03/2022	0.00	443.48
127857	19520	SNAP PRINT INC	08/03/2022	0.00	847.19
127858	31216	SOUND SISTERS INC	08/03/2022	0.00	8,991.00
127859	30091	RAY STAFFORD	08/03/2022	0.00	480.00
127860	19777	STREICHERS	08/03/2022	0.00	279.80
127861	29795	TRANE	08/03/2022	0.00	948.00
127862	30093	TRANSUNION RISK AND ALTERNATIV	08/03/2022	0.00	194.00
127863	29266	UNITED STATES TREASURY	08/03/2022	0.00	27.90
127864	29466	VERIZON WIRELESS	08/03/2022	0.00	1,172.57
127865	30819	VERIZON WIRELESS	08/03/2022	0.00	360.09
127866	22563	VOSS LIGHTING	08/03/2022	0.00	115.00
127867	25080	XCEL ENERGY	08/03/2022	0.00	283.54
127868	25080	XCEL ENERGY	08/03/2022	0.00	5.31
Total for 8/3/2022:				0.00	127,366.10
8082022	29950	CREDIT CARD - WELLS FARGO	08/08/2022	0.00	26,409.61
Total for 8/8/2022:				0.00	26,409.61
127869	29047	AAA LAMBERTS LANDSCAPE LLC	08/10/2022	0.00	300.00
127870	01044	ABLE HOSE & RUBBER INC	08/10/2022	0.00	10.34
127871	02047	BADGER METER INC	08/10/2022	0.00	2,808.18
127872	30481	BATTERIES PLUS BULBS #018	08/10/2022	0.00	13.80
127873	27839	BATTERIES R US	08/10/2022	0.00	88.88
127874	30437	BCA	08/10/2022	0.00	33.25
127875	02563	BOLTON & MENK, INC	08/10/2022	0.00	83,187.30
127876	03160	CENTERPOINT ENERGY MINNEGASCO	08/10/2022	0.00	1,179.36
127877	03160	CENTERPOINT ENERGY MINNEGASCO	08/10/2022	0.00	37.33
127878	30127	CINTAS CORPORATION NO. 2	08/10/2022	0.00	89.70
127879	30038	CIVICPLUS, INC.	08/10/2022	0.00	778.65
127880	29981	CORE & MAIN LP	08/10/2022	0.00	6,307.43
127881	31032	COVERALL NORTH AMERICA	08/10/2022	0.00	5,423.50
127882	31326	MATTHEW DECKER	08/10/2022	0.00	10.00
127883	05484	EMBROIDERY SHOP	08/10/2022	0.00	376.00
127884	29006	ENTERPRISE FLEET MANAGEMENT	08/10/2022	0.00	2,206.13
127885	31321	MIRIAM ERICKSON	08/10/2022	0.00	150.00
127886	31229	KIRI ANN FAUL	08/10/2022	0.00	650.00
127887	06567	FORCE AMERICA	08/10/2022	0.00	220.00
127888	07185	GENUINE PARTS	08/10/2022	0.00	1,674.57
127889	29745	GRAYBAR ELECTRIC COMPANY, INC.	08/10/2022	0.00	8,092.28
127890	08001	HACH COMPANY	08/10/2022	0.00	240.75
127891	31324	CARA HAGSTROM-SKALNEK	08/10/2022	0.00	37.50
127892	08004	HANCE HARDWARE, INC	08/10/2022	0.00	1,715.33
127893	08038	HAWKINS, INC	08/10/2022	0.00	3,619.16
127894	08223	HENNEPIN CTY TREASURER	08/10/2022	0.00	11,435.50
127895	29818	HIAWATHA TREE SERVICE INC.	08/10/2022	0.00	1,440.00

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
127896	08336	HIRSHFIELDS	08/10/2022	0.00	59.66
127897	08576	HOPKINS F.D. RELIEF ASSOC	08/10/2022	0.00	900.00
127898	29345	IMPACT MAILING OF MN	08/10/2022	0.00	3,415.53
127899	30768	JAMES DUNCAN AND ASSOCIATES IN	08/10/2022	0.00	3,500.00
127900	29249	JR'S ADVANCED RECYCLERS	08/10/2022	0.00	30.00
127901	11327	KILLMER ELECTRIC CO INC	08/10/2022	0.00	276.20
127902	12160	LEAGUE OF MN CITIES	08/10/2022	VOID	195.87
127903	29529	LEXISNEXIS RISK SOLUTIONS	08/10/2022	0.00	93.79
127904	29524	MARTIN-MCALLISTER	08/10/2022	0.00	600.00
127905	13167	MENARDS	08/10/2022	0.00	299.53
127906	30591	METRO FURNITURE SOLUTIONS BY F	08/10/2022	0.00	11,999.68
127907	30363	MINNEAPOLIS OXYGEN COMPANY	08/10/2022	0.00	87.92
127908	27435	MINUTEMAN PRESS	08/10/2022	0.00	270.08
127909	13354	MN BENEFIT ASSOCIATION	08/10/2022	0.00	37.18
127910	28599	MN PUBLIC RADIO	08/10/2022	0.00	828.00
127911	13536	MN TACTICAL OFFICERS ASSOC	08/10/2022	0.00	1,470.00
127912	13412	MN TROPHIES	08/10/2022	0.00	18.55
127913	13760	MTI DISTRIBUTING INC	08/10/2022	0.00	158.20
127914	31328	RICHARD E PAUKERT	08/10/2022	0.00	500.00
127915	17806	QWEST CORP	08/10/2022	0.00	61.14
127916	31120	REPUBLIC SERVICES INC	08/10/2022	0.00	31,672.26
127917	19004	SAMARITAN TIRE COMPANY	08/10/2022	0.00	642.48
127918	31327	NATE SCHMIDT	08/10/2022	0.00	131.85
127919	28309	SCOTT COUNTY TREASURER	08/10/2022	0.00	400.00
127920	29384	SITEONE LANDSCAPE SUPPLY	08/10/2022	0.00	93.41
127921	19520	SNAP PRINT INC	08/10/2022	0.00	180.00
127922	30973	JAKE SODERBERG	08/10/2022	0.00	165.00
127923	19581	SOUTHWEST LOCK & KEY	08/10/2022	0.00	358.00
127924	30226	SUNBELT RENTALS, INC.	08/10/2022	0.00	602.87
127925	29590	SYN-TECH SYSTEMS	08/10/2022	0.00	1,175.00
127926	31157	THOMPSON INSPECTIONS INC	08/10/2022	0.00	4,938.00
127927	20294	THYSSENKRUPP ELEVATOR	08/10/2022	0.00	642.74
127928	20680	TRI-K SERVICES	08/10/2022	0.00	576.00
127929	20887	TWIN CITY WATER CLINIC	08/10/2022	0.00	100.00
127930	22563	VOSS LIGHTING	08/10/2022	0.00	460.00
127931	31311	NATE WALKER	08/10/2022	0.00	560.00
127932	28123	WRAP CITY GRAPHICS INC	08/10/2022	0.00	330.00
127933	25080	XCEL ENERGY	08/10/2022	0.00	28.11
127934	25080	XCEL ENERGY	08/10/2022	0.00	39.56
127935	25080	XCEL ENERGY	08/10/2022	0.00	59.91
127936	25080	XCEL ENERGY	08/10/2022	0.00	9,530.01
Total for 8/10/2022:				195.87	209,415.60
127937	31329	292 DESIGN GROUP INC	08/18/2022	0.00	3,300.00
127938	01045	ABM EQUIPMENT & SUPPLY LLC	08/18/2022	0.00	152.50
127939	31331	ACME ELECTRIC MOTOR INC	08/18/2022	0.00	825.98
127940	29535	ADVANCED ENGINEERING	08/18/2022	0.00	14,276.15
127941	30728	AFSCME COUNCIL 5	08/18/2022	0.00	895.25
127942	01328	AIRGAS USA	08/18/2022	0.00	300.09
127943	28189	ALLEGRA	08/18/2022	0.00	76.39
127944	31081	ALLEN'S SERVICE	08/18/2022	0.00	250.00
127945	01493	AMERICAN PRESSURE, INC	08/18/2022	0.00	316.98
127946	02031	B & W SPECIALTY COFFEE CO	08/18/2022	0.00	363.63
127947	30899	BAUERS MINNOCO	08/18/2022	0.00	121.16
127948	02323	BITUMINOUS ROADWAYS, INC	08/18/2022	0.00	299,676.79
127949	02323	BITUMINOUS ROADWAYS, INC	08/18/2022	0.00	453,314.96

Check No	Vendor No	Vendor Name	Check Date		Void Checks	Check Amount
127950	26976	BUCKEYE INTERNATIONAL INC	08/18/2022		0.00	58.71
127951	29416	CDW GOVERNMENT	08/18/2022		0.00	6,436.94
127952	28981	CHESTNUT CAMBRONNE PA	08/18/2022		0.00	14,536.88
127953	30127	CINTAS CORPORATION NO. 2	08/18/2022		0.00	46.06
127954	26951	COMCAST	08/18/2022		0.00	404.74
127955	26951	COMCAST	08/18/2022		0.00	14.70
127956	26951	COMCAST	08/18/2022		0.00	135.97
127957	03628	COMMERCIAL ASPHALT CO	08/18/2022		0.00	342.97
127958	03568	COMO LUBE & SUPPLIES INC	08/18/2022		0.00	187.50
127959	30560	COMPUTER INTEGRATION TECHNOLOG	08/18/2022		0.00	1,829.00
127960	03800	CULLIGAN - METRO	08/18/2022		0.00	90.00
127961	03808	CUMMINS SALES AND SERVICE	08/18/2022		0.00	585.08
127962	30436	DORAN 810 APARTMENTS LLC	08/18/2022		0.00	461,765.31
127963	29306	DORAN MARKETPLACE LLC	08/18/2022		0.00	86,732.85
127964	28898	ECM PUBLISHERS INC	08/18/2022		0.00	129.15
127965	05282	EHLERS AND ASSOCIATES, INC	08/18/2022		0.00	5,000.00
127966	05481	EMERGENCY APPARATUS MAINT INC	08/18/2022		0.00	21,876.32
127967	06008	FASTENAL CO	08/18/2022		0.00	6.59
127968	31076	FERGUSON US HOLDINGS INC	08/18/2022		0.00	3,449.95
127969	07564	GOPHER STATE ONE-CALL, INC	08/18/2022		0.00	369.90
127970	08038	HAWKINS, INC	08/18/2022		0.00	4,132.00
127971	29748	HENNEPIN COUNTY PUBLIC WORKS	08/18/2022		0.00	10,590.75
127972	08166	HENNEPIN CTY TREASURER	08/18/2022		0.00	3,357.00
127973	08166	HENNEPIN CTY TREASURER	08/18/2022		0.00	257.40
127974	08166	HENNEPIN CTY TREASURER	08/18/2022		0.00	1,840.11
127975	08179	HENNEPIN CTY TREASURER	08/18/2022		0.00	1,184.07
127976	08186	HENNEPIN CTY TREASURER	08/18/2022		0.00	174.00
127977	08192	HENNEPIN CTY TREASURER	08/18/2022		0.00	231.50
127978	08224	HENNEPIN CTY TREASURER	08/18/2022		0.00	85,000.00
127979	08570	HOPKINS AUTO BODY	08/18/2022		0.00	2,273.75
127980	08625	HOPKINS POLICE ASSOCIATION	08/18/2022		0.00	1,140.00
127981	09801	I.U.O.E. CENTRAL PENSION FUND	08/18/2022		0.00	1,760.00
127982	09085	ICMA - ROTH IRA - 706260	08/18/2022		0.00	1,086.40
127983	09521	INDELCO	08/18/2022		0.00	218.82
127984	09578	INNOVATIVE OFFICE SOLUTIONS	08/18/2022		0.00	433.55
127985	30269	JANELLE JASPERS JONES	08/18/2022	VOID	842.20	0.00
127986	10172	JEFFERSON FIRE & SAFETY	08/18/2022		0.00	2,893.30
127987	10560	JOHN HENRY FOSTER MN	08/18/2022		0.00	6,715.06
127988	29249	JR'S ADVANCED RECYCLERS	08/18/2022		0.00	170.00
127989	11161	KENNEDY & GRAVEN, CHARTERED	08/18/2022		0.00	14,463.78
127990	12012	LAW ENFORCEMENT LABOR SERVICE	08/18/2022		0.00	455.00
127991	12160	LEAGUE OF MN CITIES	08/18/2022		0.00	60,959.00
127992	12200	LHB INC	08/18/2022		0.00	417.50
127993	30392	CIGNA LIFE INS COMP OF AMERICA -	08/18/2022		0.00	600.98
127994	30391	CIGNA LIFE INS COMP OF AMERICA -	08/18/2022		0.00	2,634.88
127995	30390	CIGNA LIFE INS COMP OF AMERICA -	08/18/2022		0.00	2,893.82
127996	30023	CIGNA LIFE INS COMP OF N AMERICA	08/18/2022		0.00	923.96
127997	13012	MACQUEEN EQUIPMENT INC	08/18/2022		0.00	66.44
127998	13047	MARCO	08/18/2022		0.00	976.92
127999	31257	SCOTT ANDREWS MARKS	08/18/2022		0.00	610.00
128000	13084	MCFOA	08/18/2022		0.00	20.00
128001	30005	MEDART- CENTRAL POWER DISTRIBUTI	08/18/2022		0.00	165.52
128002	13160	MEDICINE LAKE TOURS	08/18/2022		0.00	1,456.00
128003	13167	MENARDS	08/18/2022		0.00	43.94
128004	13179	METROPOLITAN COUNCIL	08/18/2022		0.00	141,536.23
128005	13275	MICRO CENTER	08/18/2022		0.00	211.93
128006	13251	MINNEAPOLIS SAW INC	08/18/2022		0.00	63.45

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
128007	28599	MN PUBLIC RADIO	08/18/2022	0.00	828.00
128008	14582	NORTHWEST ASPHALT INC	08/18/2022	0.00	494,022.69
128009	29753	NOVACARE REHABILITATION	08/18/2022	0.00	240.00
128010	29452	OFFICE OF MN IT SERVICES	08/18/2022	0.00	2,895.95
128011	15521	ON SITE COMPANIES	08/18/2022	0.00	1,476.09
128012	26974	O'REILLY AUTO PARTS	08/18/2022	0.00	33.08
128013	30125	PROJECT COMPANY FINCO PHASE III	08/18/2022	0.00	31,157.34
128014	30125	PROJECT COMPANY FINCO PHASE III	08/18/2022	0.00	35,019.23
128015	16801	PUMP & METER SERVICE, INC	08/18/2022	0.00	302.00
128016	29602	R & J MAYO LLC	08/18/2022	0.00	285.42
128017	08568	RESOURCE WEST	08/18/2022	0.00	15.40
128018	09084	ICMA RETIREMENT TRUST- 300824	08/18/2022	0.00	2,077.18
128019	19004	SAMARITAN TIRE COMPANY	08/18/2022	0.00	680.00
128020	19117	SCHERER BROS. LUMBER CO.	08/18/2022	0.00	38.80
128021	19290	SHADYWOOD TREE EXPERTS, INC	08/18/2022	0.00	6,675.00
128022	19296	SHAKOPEE GRAVEL INC	08/18/2022	0.00	55.32
128023	29143	SHRED IT USA	08/18/2022	0.00	80.24
128024	31301	SMSC ENTERPRISES	08/18/2022	0.00	5,484.45
128025	30495	SPEEDWAY LLC	08/18/2022	0.00	35.00
128026	29200	SPRINGBROOK SOFTWARE INC	08/18/2022	0.00	1,371.50
128027	19777	STREICHERS	08/18/2022	0.00	5,059.39
128028	19824	SUNSHINE CAR WASH	08/18/2022	0.00	327.32
128029	20120	TDS METROCOM - MN	08/18/2022	0.00	345.81
128030	20560	TOLL GAS & WELDING SUPPLY	08/18/2022	0.00	72.17
128031	21523	UNION LOCAL 49	08/18/2022	0.00	787.50
128032	21529	UNITED WAY	08/18/2022	0.00	38.46
128033	31275	DEBT MGMT SERVICES US DEPT OF T	08/18/2022	0.00	38.44
128034	30189	VAN PAPER SUPPLY COMPANY	08/18/2022	0.00	384.44
128035	29458	VERIZON WIRELESS	08/18/2022	0.00	3,273.39
128036	29458	VERIZON WIRELESS	08/18/2022	0.00	2,772.69
128037	29473	VERIZON WIRELESS	08/18/2022	0.00	334.99
128038	28123	WRAP CITY GRAPHICS INC	08/18/2022	0.00	290.00
Total for 8/18/2022:				842.20	2,326,322.85
128086	01125	ADT SECURITY SERVICES	08/25/2022	0.00	335.04
128087	28189	ALLEGRA	08/25/2022	0.00	76.39
128088	27953	AMERICAN TEST CENTER INC	08/25/2022	0.00	1,650.00
128089	30481	BATTERIES PLUS BULBS #018	08/25/2022	0.00	67.50
128090	31208	DENIS BOCI-BEARD	08/25/2022	0.00	45.00
128091	29416	CDW GOVERNMENT	08/25/2022	0.00	1,466.48
128092	30127	CINTAS CORPORATION NO. 2	08/25/2022	0.00	235.37
128093	26951	COMCAST	08/25/2022	0.00	2.10
128094	26951	COMCAST	08/25/2022	0.00	153.35
128095	29303	DIVERSIFIED COFFEE PRODUCTS	08/25/2022	0.00	182.23
128096	04690	DRISKILLS FOODS	08/25/2022	0.00	50.19
128097	04690	DRISKILLS FOODS	08/25/2022	0.00	19.16
128098	04690	DRISKILLS FOODS	08/25/2022	0.00	73.18
128099	04690	DRISKILLS FOODS	08/25/2022	0.00	68.96
128100	28898	ECM PUBLISHERS INC	08/25/2022	0.00	235.25
128101	29520	ECOLAB	08/25/2022	0.00	321.29
128102	27569	EMERGENCY AUTOMOTIVE TECHNO	08/25/2022	0.00	3,972.12
128103	29398	ENTERPRISE FLEET MANAGEMENT	08/25/2022	0.00	1,765.78
128104	29377	GRAINGER, INC	08/25/2022	0.00	332.35
128105	29820	GROUP HEALTH PLAN INC	08/25/2022	0.00	2,105.00
128106	08038	HAWKINS, INC	08/25/2022	0.00	30.00
128107	31222	MATTHEW HEGER	08/25/2022	0.00	604.32

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
128108	08627	HOME DEPOT CREDIT SERVICES	08/25/2022	0.00	2,352.54
128109	08641	HOPKINS HISTORICAL SOCIETY	08/25/2022	0.00	300.00
128110	31330	JASPER ENGINEERING & EQUIPMENT	08/25/2022	0.00	842.20
128111	30649	ELOISE D LARSON	08/25/2022	0.00	138.08
128112	29728	LUMENS FACTORY	08/25/2022	0.00	686.95
128113	29356	MATTSON, MACDONALD, YOUNG INC	08/25/2022	0.00	2,992.50
128114	13167	MENARDS	08/25/2022	0.00	174.89
128115	29025	METERING & TECHNOLOGY SOLUTIC	08/25/2022	0.00	6,357.34
128116	13275	MICRO CENTER	08/25/2022	0.00	1,017.89
128117	30578	PETERSON SALT & WATER TREATMENT	08/25/2022	0.00	276.85
128118	19520	SNAP PRINT INC	08/25/2022	0.00	1,212.58
128119	19777	STREICHERS	08/25/2022	0.00	48.00
128120	31332	THE VENDOR SOLUTION LLC	08/25/2022	0.00	857.00
128121	31315	CATHY VALENTINE	08/25/2022	0.00	61.74
128122	29490	VERIZON WIRELESS	08/25/2022	0.00	776.08
128123	30017	VERIZON WIRELESS	08/25/2022	0.00	1,793.11
128124	27692	VESSCO INC	08/25/2022	0.00	4,302.60
Total for 8/25/2022:				0.00	37,981.41
Report Total (280 checks):				1,038.07	2,727,495.57



## CONTAMINATION AND CLEANUP SUB-GRANT AGREEMENT

This Contamination and Cleanup Sub-Grant Agreement (“Contract”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **CITY OF HOPKINS**, a Minnesota municipal corporation (“Sub-Grantor”) and **TF Hopkins LLC**, a Delaware limited liability company (“Sub-Grantee”).

### RECITALS

**WHEREAS**, the State of Minnesota, acting through the Department of Employment and Economic Development, Business and Community Development Division (“Grantor”) and the Sub-Grantor have entered into that certain Contamination Cleanup Grant Contract, Grant No. CCGP-22-0008-Z-FY22 (“Grant Contract”) in connection with the Blake Road Station Apartments – Phase B (“Project”); and

**WHEREAS**, the Sub-Grantee is the fee owner of real property in Hopkins, Minnesota, legally described as follows: Lot 1 through 3, Block 1, Hopkins Commerce Center Addition, Hennepin County, Minnesota, according to the recorded plat thereof; and

**WHEREAS**, the Project is only on Lot 3, Block 1, Hopkins Commerce Center Addition, Hennepin County, Minnesota, according to the recorded plat thereof; and

**WHEREAS**, the Sub-Grantor worked in conjunction with the Sub-Grantee to prepare and submit a successful grant application for the Project; and

**WHEREAS**, the Sub-Grantor and Sub-Grantee are entering into this Contract to fund part of the cost of abatement of contaminants and related work of the Project (“Cleanup Costs”).

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein, Sub-Grantor and Sub-Grantee do hereby agree as follows:

1. **SATISFACTION OF GRANT CONTRACT.** Sub-Grantee agrees to be bound by and to comply with the terms and requirements of the Grant Contract. Sub-Grantee also agrees to be responsible for any penalties due by reason of Sub-Grantee’s failure to comply with the Grant Contract. The Grant Contract is incorporated herein by reference. If there are any inconsistencies or conflicts between this Contract and the Grant Contract, the terms of the Grant Contract shall control.

2. **ASSIGNMENT OF GRANT.** To the fullest extent Sub-Grantor receives funds from the Grantor, the Sub-Grantor hereby grants to the Sub-Grantee the amount of TWO HUNDRED EIGHTY THOUSAND TWO HUNDRED FIFTY-ONE and 00/100 Dollars (\$280,251.00) for Cleanup Costs for the abatement of contaminants, or such lesser amount that Sub-Grantor actually receives from Grantor. Additionally, Sub-Grantee agrees to pay up to \$93,417.00 toward the work to cover the required 25% match contained in section 4.1 of the Grant Contract and shall otherwise take direction from Sub-Grantor to ensure adherence to all terms and requirements of the Grant Contract related to said match.

3. **PAYMENT.** The Sub-Grantor will disburse Grant Contract funds in response to one or more written payment requests submitted by the Sub-Grantee and reviewed and approved by the Sub-Grantor’s authorized agent. Sub-Grantor’s obligation to disburse funds to the Sub-Grantee is contingent upon receipt by the Sub-Grantor of the funds from the Grantor. Written payment requests shall be made using payment request forms, the form and content of which will be determined by Grantor. Payment request and other reporting forms will be provided to the Sub-Grantee by the Sub-Grantor. The Sub-Grantor will disburse grant funds on a reimbursement or “cost incurred” basis and such disbursements shall be limited to the amounts actually received by Sub-Grantor from Grantor. The Sub-Grantee must provide with its written payment requests documentation that shows the progress of the grant-funded Project activities. Subject to verification of each payment request form (and its documentation) and approval for consistency with this Contract, the Sub-Grantor will disburse a requested amount to the Sub-Grantee within thirty (30) days after receipt of funds from the Grantor.

4. **REPORTING.** The Sub-Grantor shall provide notification of reporting requirements to Sub-Grantee at least forty-five (45) days prior to the required submission date. The Sub-Grantee will submit information and updates required by the Grant Contract at least fourteen (14) days prior to the required submission date. The Sub-Grantor will review these materials and submit to the Grantor.

5. **MISCELLANEOUS.**

a. **Authorized Representatives.**

The Sub-Grantor’s Authorized Representative is:

Jan Youngquist  
Community Development Coordinator  
City of Hopkins  
1010 1<sup>st</sup> Street S.  
Hopkins, MN 55343  
952-548-6343  
[jyoungquist@HOPKINSmn.com](mailto:jyoungquist@HOPKINSmn.com)

The Sub-Grantee’s Authorized Representative is:

Josh Peters  
Senior Project Manager  
TF Hopkins, LLC  
520 W. Erie St., Ste. #100  
Chicago, IL 60654  
708-341-0321  
[jpeters@trilogyreg.com](mailto:jpeters@trilogyreg.com)

b. **Assignment.** Sub-Grantee may neither assign nor transfer any rights or obligations

under this Contract without the prior consent of the Sub-Grantor and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this Contract, or their successors in office. Sub-Grantor shall have sole discretion to determine whether further assignments of these rights complies with the Grant Contract. Notwithstanding the foregoing, the Sub-Grantee may, without the Sub-Grantor's consent assign this Contract to an affiliate of the Sub-Grantee that is owned by or under common ownership with the Sub-Grantee or any affiliate of Sub-Grantee; provided that any such transferee must enter into an agreement pursuant to which it assumes and agrees to perform the obligations of the Sub-Grantor under this Contract.

- c. **Amendments.** Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Contract, or their successors in office.
- d. **Waiver.** If the Sub-Grantor fails to enforce any provision of this Contract, that failure does not result in a waiver of the right to enforce the same or another provision of the Contract in the future.
- e. **Liability and Indemnification.** Sub-Grantee will indemnify, save, and hold the Sub-Grantor, its agents, and employees, harmless from any third-party claims or causes of action, including attorney's fees incurred by the Sub-Grantor arising from the performance of this Contract by Sub-Grantee or Sub-Grantee's agents or employees, unless such claims or causes of action are the result of Sub-Grantor's negligence or breach of this Contract. This clause will not be construed to bar any legal remedies Sub-Grantee may have for the Sub-Grantor's failure to fulfill its obligations under this Contract.
- f. **Records and State Audits.** Sub-Grantee shall maintain such books and records as will satisfactorily demonstrate to Federal, State, Grantor's and Sub-Grantor's Auditors that Sub-Grantee has used the grant funds in accordance with the Grant Contract and this Contract. Under Minn. Stat. § 16C.05, subd. 5, Sub-Grantee's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Contract.
- g. **Government Data Practices.** Sub-Grantee and Sub-Grantor must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by Sub-Grantee under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Sub-Grantee under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either Sub-Grantee or the Sub-Grantor. If Sub-Grantee receives a request to release the data referred to in this clause, Sub-Grantee must immediately notify the Sub-Grantor. The Sub-Grantor will give Sub-Grantee instructions concerning the release of the data to the requesting party before the data is released.

- h. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Hennepin County, Minnesota.
  
- i. **Termination for Insufficient Funding.** The Sub-Grantor may immediately terminate this Contract if it does not obtain funding from the Grantor, or if Grantor otherwise notifies Sub-Grantor that the Grant Contract has been terminated. Notice of such termination must be by written or fax notice to Sub-Grantee. The Sub-Grantor is not obligated to pay for any costs incurred after notice and effective date of termination. However, Sub-Grantee will be entitled to payment for all eligible costs to the extent that funds are available.

**\*\*\*Signature Pages Follow\*\*\***





STATE OF MINNESOTA  
GRANT CONTRACT AGREEMENT

SC #: 215489

DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT  
BUSINESS AND COMMUNITY DEVELOPMENT DIVISION

Contamination Cleanup Grant Contract Agreement

Grant Contract Agreement No: CCGP-22-0008-Z-FY22  
Blake Road Station Apartments – Phase B Project

This grant contract agreement is between the State of Minnesota, acting through the Department of Employment and Economic Development, Business and Community Development Division (“State”) and the City of Hopkins, 1010 First Street South, Hopkins, MN 55343 (“Grantee”).

Recitals

1. Under Minn. Stat. § 116J.554 the State is empowered to enter into this grant.
2. The State is in need of programs to do the following: reduce the potential threat of harmful contaminants to the public’s health and the environment; to create new jobs and increase the tax base; and provide other public benefits by redeveloping polluted and unproductive sites.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State.

Grant Contract Agreement

1 Term of Grant Contract Agreement

- 1.1 **Effective date:** June 17, 2022, or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 5, whichever is later. Pursuant to Minn. Stat. § 16B.98, subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.
- 1.2 **Expiration date:** June 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. Accounting; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; 15. Data Disclosure; 16. Reporting; 17. Conflict of Interest; 18. Minnesota Business Subsidy Law; and 19. State and Federal Environmental Standards.

2 Grantee’s Duties

- 2.1 **Duties, Deliverables, and Completion Dates.** The Grantee, who is not a state employee, will perform the following duties and provide the deliverables as outlined below.

- (a) Administer these grant funds in accordance with Minn. Stat. §§ 116J.551 – 116J.559 and the application submitted on May 2, 2022 for funding for the Blake Road Station Apartments – Phase B Project, which is incorporated into this grant contract agreement and the provisions of this grant contract agreement. Any modification made to the approved application must be approved by the State.
- (b) Promptly notify the State of any proposed material change in the scope of the project as submitted in the grant application, budget as defined in Section 4.1(a) below, or entire project’s completion date, which must be approved by the State, prior to implementation.
- (c) Provide evidence to the State prior to the closeout of the grant that the cleanup and/or investigation has been completed and approved by the Minnesota Pollution Control Agency.
- (d) It is expected that the site will be redeveloped as proposed in the grant application and upon which funding was based. Any material change in the development plans for the site must be presented to the State and approved.
- (e) Adhere to all other requirements of this grant contract agreement.

2.2 ***Provisions for Contracts and Sub-grants.***

- (a) ***Contract Provisions.*** The Grantee must include in any contract and sub-grant, in addition to provisions that define a sound and complete agreement, such provisions that require contractors and sub-grantees to comply with applicable state and federal laws. Along with such provisions, the Grantee must require that contractors performing work covered by this grant be in compliance with all applicable OSHA regulations, especially the federal Hazardous Waste Operations and Emergency Response Standards (29 CFR 1910.120 and 29 CFR 1926.65).
- (b) ***Ineligible Use of Grant Funds.*** The dollars awarded under this grant contract agreement are grant funds and shall only be used by Grantee or awarded by Grantee to third parties as grant funds and cannot take the form of a loan under any circumstance. Grantee shall not use, treat or convert the grant funds into an interest bearing loan, a non-interest bearing loan, a deferred loan, a forgivable deferred loan or any other type of loan. Further, Grantee shall include in any contract or sub-grant awarding the grant funds to a third party all the provisions and requirements of this grant contract agreement, including the requirement that these dollars are grant funds only and cannot be used, treated or converted into any type of loan.
- (c) ***Job Listing Agreements.*** Minn. Stat. § 116L.66, subd.1, requires a business or private enterprise to list any vacant or new positions with the state workforce center if it receives \$200,000 or more a year in grants from the State. If applicable, the business or private enterprise shall list any job vacancy in its personnel complement with MinnesotaWorks.net at [www.minnesotaworks.net](http://www.minnesotaworks.net) as soon as it occurs.
- (d) ***Payment of Contractors and Subcontractors.*** The Grantee must ensure that all contractors and subcontractors performing work covered by this grant are paid for their work that is satisfactorily completed.

3 **Time**

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant, time is of the essence.

#### 4 Consideration and Payment

4.1 **Consideration.** State will pay the Grantee under this grant contract agreement as follows:

(a) **Project Costs.** The following table represents the total Project Costs.

Activities	Amount
Investigation and RAP Development (match only)	\$19,100.00
Vapor Mitigation System	\$341,568.00
Environmental Oversight and Reporting	\$13,000.00
TOTAL	\$373,668.00

(b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$280,251.00.

In accordance with Minn. Stat. § 116J.554, subd. 1, the grant may pay for up to 75% of the project costs for a qualifying site. This requires a local match of at least 25%. For the purpose of this project, the local match portion is at least \$93,417.00. Of the total match requirement, 12% of the cleanup costs as defined in Minn. Stat. § 116J.552, subd. 2 must come from the municipality's general fund, a property tax levy for that purpose, or other unrestricted money available to the municipality. The rest of the local match may be paid with tax increments, regional, state or federal money available for the redevelopment of brownfields or any other money available to the municipality.

(c) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract agreement are considered administrative in nature and not permitted. This does not include costs for contractors to complete the activities listed in Section 4.1(a), which may be considered eligible at the discretion of the State.

#### 4.2. Payment

(a) **Invoices.** The State will disburse funds to the Grantee pursuant to this Contract, based upon payment requests submitted by the Grantee and reviewed and approved by the State. Payment requests must be accompanied by supporting invoices that relate to the activities in the approved budget. The amount of grant funds requested by the Grantee cannot exceed 75% of the total approved project costs incurred by the Grantee as supported by invoices. The State will provide payment request forms. Every effort should be made to submit invoices within the same fiscal year the costs were incurred. In order to ensure that all funds are drawn prior to the expiration date of the grant, all payment requests must be received at least 30 days prior to the grant-term expiration date.

(b) **Eligible Costs.** Eligible costs include the costs identified in the Section 4.1(a) of this Contract that are incurred during the contract period. The Grantee may not use these funds to provide loans to other entities or for administrative costs associated with managing the project this grant is funding. Pursuant to Minn. Stat. § 116J.552, subd. 2, costs of implementing the response action plan (RAP) incurred before the grant award date may be eligible at the discretion of the State, if the costs were completed after the RAP was approved by the Minnesota Pollution Control Agency and the RAP was approved within 180 days of the application deadline. Costs incurred for the development of a RAP incurred prior to grant award may be considered eligible at the discretion of the State. Any reimbursement made for services provided prior to the effective date of the grant will be governed by the terms of the grant.

(c) **Program Income.** Program income generated from grant-funded activities on hand at the end of the grant period must be returned to the State unless the State has approved a re-use of the income.

4.3 **Contracting and Bidding Requirements.** Grantees that are municipalities must comply with Minn. Stat. § 471.345 if they are contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property. The Grantee must not contract with vendors who are suspended or debarred in Minnesota: <http://www.mmd.admin.state.mn.us/debarredreport.asp>.

## 5 **Conditions of Payment**

All services provided by the Grantee under this grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

## 6 **Authorized Representative**

The State's Authorized Representative is Erin Welle, Project Manager, 332 Minnesota Street, E200, St. Paul, MN 55101, 651-259-7453, [erin.welle@state.mn.us](mailto:erin.welle@state.mn.us), or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Jan Youngquist, Community Development Coordinator, 1010 First Street South, Hopkins, MN 55343, 952-548-6343, [jyoungquist@hopkinsmn.com](mailto:jyoungquist@hopkinsmn.com). If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

## 7 **Assignment, Amendments, Waiver, and Grant Contract Agreement Complete**

7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

### 7.2 **Amendments.**

(a) **Amendments.** Any amendments to this grant contract agreement, with the exception of Grant Adjustment Notices (GANs), must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract agreement, or their successors in office.

(b) **Grant Adjustment Notices (GANs).** GANs must be approved by the State in writing, and require a written change request by the Grantee. A GAN may be used for the purposes of transferring budget amounts between line items that do not change the contract value, or other grant status activity. All other changes require a formal amendment as stated in paragraph 7.2(a).

7.3 **Waiver.** If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.

7.4 **Grant Contract Agreement Complete.** This grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party.

## 8 **Liability**

Subject to the provisions and limitations of Minn. Stat. § 466, the Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement.

## 9 **Accounting**

Under Minn. Stat. § 16B.98, subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

The Grantee shall maintain adequate financial records consistent with generally accepted accounting principles. The Grantee shall submit accounting system records that track the use of grant proceeds and all matching funds by eligible Project Costs for each year in which grant disbursement and expenditures were made. The records shall reflect both expenditures and revenues and shall be submitted after all grant proceeds and matching funds have been expended or at the State's request.

## 10 **Government Data Practices and Intellectual Property**

10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2 **Intellectual Property Representations.** The Grantee represents and warrants that Grantee's intellectual property used in the performance of this Contract does not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of Grantee's intellectual property used in the performance of this Contract infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing intellectual property as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

## 11 Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## 12 Publicity and Endorsement

12.1 **Publicity.** Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract agreement. For DEED logos and formatting, please contact Laura Winge at 651-259-7173 or [laura.winge@state.mn.us](mailto:laura.winge@state.mn.us).

12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

## 13 Governing Law, Jurisdiction, and Venue.

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 14 Termination

14.1 **Termination by the State.** The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 **Termination for Cause.** The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. To validate that reasonable progress has been made, a Payment Request, as outlined in Section 4.2 must be submitted to the State before June 30, 2023, or the State's obligation to fund the Grant may be terminated. These invoices must be for eligible cleanup costs and does not include investigation costs incurred prior to the grant award. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract agreement if:

(a) It does not obtain funding from the Minnesota Legislature; or,

(b) If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

**15 Data Disclosure**

Under Minn. Stat. § 270C.65, subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

**Other Provisions**

**16 Reporting**

Grantee must submit to the State annual reports on the use of funds and the progress of the Project covering July 1<sup>st</sup> through June 30<sup>th</sup> of each year. The reports must be received by the State no later than July 25<sup>th</sup> of each year. The reports must identify specific Project goals listed in the application and quantitatively and qualitatively measure the progress of such goals. Grant payments shall not be made on grants, or subsequent grant awards made to the grantee, with past due progress reports. In addition, the Grantee shall submit a final report. The State will provide reporting forms.

**17 Conflict of Interest**

The State will take steps to prevent individual and organizational conflicts of interest in reference to Grantees per Minn. Stat. § 16B.98 and Department of Administration, Office of Grants Management, [Policy Number 08-01 Conflict of Interest Policy for State Grant-Making](#) (Current Policies Tab). When a conflict of interest concerning State grant-making is suspected, disclosed, or discovered, transparency shall be the guiding principle in addressing it.

In cases where a potential or actual individual or organizational conflict of interest is suspected, disclosed, or discovered by the Grantee throughout the life of the grant contract agreement, they must immediately notify the State for appropriate action steps to be taken, as defined above.

**18 Minnesota Business Subsidy Law**

The Grantee must comply, if appropriate, with the Minnesota Business Subsidy Law, Minn. Stat. §§ 116J.993 – 116J.995.

**19 State and Federal Environmental Standards**

The Grantee must provide evidence that work performed under this grant contract agreement complies with state and federal environmental standards. An approval from the Minnesota Pollution Control Agency or other appropriate state or federal agency is required upon completion of the cleanup activities.

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**1. STATE ENCUMBRANCE VERIFICATION**

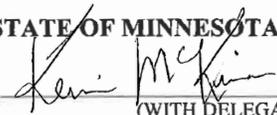
*Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.*

Signed: Robin Culbertson

Date: 7/12/22

SWIFT Contract/PO No(s): 215489 PR 71446 PO 3000479296

**3. STATE OF MINNESOTA**

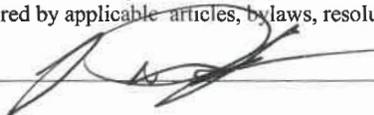
By:   
(WITH DELEGATED AUTHORITY)

Title: Deputy Commissioner

Date: July 22, 2022

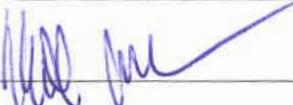
**2. GRANTEE**

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, by laws, resolutions, or ordinances.

By: 

Title: Mayor

Date: 7/19/2022

By: 

Title: City Manager

Date: 7/19/2022

Grantee: city of Hopkins  
Grant Name: Blake Road Station Apartments – Phase B  
Grant Number: CCGP-22-0008-Z-FY22

Distribution:  
Agency  
Grantee  
State's Authorized Representative - Photo Copy

**CITY OF HOPKINS  
HENNEPIN COUNTY, MINNESOTA**

**RESOLUTION 2022-033**

**RESOLUTION AUTHORIZING APPLICATION TO THE DEED CONTAMINATION CLEANUP  
GRANT PROGRAM FOR THE BLAKE ROAD STATION PHASE B PROJECT**

WHEREAS the City of Hopkins has identified a contamination cleanup project within the City located at 8490 Excelsior Boulevard to be developed as Blake Road Station Phase B by TF Hopkins, LLC (Trilogy Real Estate Group) that meets the purposes and criteria of this program; and

WHEREAS the City of Hopkins is located within the seven county metropolitan area defined in section 473.121, subdivision 2, is a participant in the Livable Communities Act's Local Housing Incentives Account Program under section 473.254, and

WHEREAS the City has not violated any Federal, State or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice; and

WHEREAS the City has the legal authority to apply for financial assistance and the institutional, managerial and financial capability to ensure adequate project and grant administration; and

WHEREAS the sources and amounts of the local match identified in the Department of Employment and Economic Development application are committed to the project identified; and

WHEREAS the City certifies that it will comply with all applicable laws and regulations as stated in the contract grant agreements.

THEREFORE BE IT RESOLVED that the City Council of Hopkins approves the Contamination Cleanup grant application to be submitted to the Department of Employment and Economic Development (DEED) on May 2, 2022, by the City of Hopkins for the Blake Road Station Phase B site.

BE IT FURTHER RESOLVED that the City of Hopkins acts as the legal sponsor for the project contained in the Contamination Cleanup Grant Program to be submitted on May 2, 2022 and that the City Manager is hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of the City of Hopkins.

NOW, THEREFORE BE IT FINALLY RESOLVED that, upon approval of the grant application, the Mayor and the City Manager are hereby authorized to execute such agreements with the State of Minnesota as are necessary to implement the project on behalf of the City of Hopkins.

Adopted this 19<sup>th</sup> day of April, 2022.

By:

  
Patrick Hanlon, Mayor

ATTEST:



Amy Domeier, City Clerk





## **BACKGROUND**

**Development Proposal.** The 1.88 acre subject property was originally platted as part of the West Minneapolis Addition in 1887. The existing Hopkins Cinema 6 Movie Theatre was constructed in 1995 as part of a redevelopment of this property which included the movie theatre, three retail spaces and a 5,000 square foot casual dining restaurant. The movie theatre property was owned by the Beard Group who leased it to the Mann Theatres Group. Prior to 1995, the site was occupied by the Suburban Chevrolet automobile dealership.

The Hopkins Housing and Redevelopment Authority (HRA) purchased the subject property from Suburban Chevrolet and sold it to the Beard Group in 1995 and executed a development agreement with the developer (the Beard Group) which included both financial and site and building design requirements for the project. The financial requirements created Tax Increment District 1-2 encompassing the subject property which generated tax increment dollars to offset public costs in conjunction with redeveloping the site. That TIF District obligation ended in 2020.

On November 20, 2020, Mann Theatre – Hopkins Cinema 6 permanently closed its business due primarily to the continuing COVID-19 pandemic. In 2021, the City reviewed a concept plan related to redevelopment of the site brought forward by a different developer. Enclave Companies recently secured an agreement to purchase the site, and is now seeking land use approvals. The redevelopment would provide a residential mix of 67 alcove, 22 studio, 47 one-bedroom, and 14 two-bedroom market rate apartments; and 5,382 square feet of commercial space on the ground floor accessed from Mainstreet.

### **Review Process to Date**

The City Council approved the first reading of this rezoning ordinance, along with the corresponding site plan and conditional use permit, on August 1, 2022. Prior to that action, the Planning & Zoning Commission held a public hearing to review these items and recommended approval by the City Council on July 26, 2021. The Planning Commission's recommendation included a stipulation that the developer shall explore the addition of affordable housing and sustainability certifications and/or features in support of the Planned Unit Development (PUD) request. The applicant has revised their proposal to include rooftop solar panels in support of the PUD request. It is anticipated that residential affordability would be tied to an increased financial assistance request and staff recommends that it not be considered a PUD benefit.

Should the City Council approve the second reading of this ordinance and the planned unit development agreement, it would rezone the subject property from B-2, Central Business District to B-2, Central Business District with a Planned Unit Development (PUD) and authorize the Mayor and City Manager to enter into the PUD agreement.

## **PLANNED UNIT DEVELOPMENT REVIEW**

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 exchange for the flexibility offered by the planned unit development, the

applicant is expected to detail how they intend to provide a higher quality development or meet other City goals.

The requested rezoning of the site from B-2, Central Business District to B-2, Central Business District with a Planned Unit Development (PUD) would allow the applicant to deviate from some of the zoning regulations as detailed in the table below. The applicant is seeking this flexibility in exchange for the project delivering sustainability features including rooftop solar, electric vehicle charging stations, pedestrian connection from 12th Avenue South to 11th Avenue South, three pedestrian level art installations, and a building design that includes design and amenity features above and beyond minimal underlying zoning requirements.

<b>Requested Planned Unit Development Deviations</b>		
<b>Zoning Category</b>	<b>Zoning Requirement</b>	<b>Requested Deviation</b>
Conditional Use Permit	Residential Dwellings Prohibited On 1 <sup>st</sup> Floor	Allow Residential Dwellings on First Floor
	One underground space per unit	120 underground stalls proposed. 30 stalls located in surface lot, and conceptual agreement on lease of 40 stalls in municipal garage
	Density limited to allowance for R-4 (44 unit/ac)	79.6 units per acre in accordance with guided range of 20-100 units per acre in the Downtown Center
Off-street Parking:	2 stalls per unit	1.26 stalls per unit
Building Height	Four Stories or 45 ft	47.9 ft as measured along Mainstreet

**COMPREHENSIVE PLAN**

The development proposal is in conformance with the City’s Comprehensive Plan including the following goals:

- Welcome growth to the city by directing most of new housing and employment to the city’s mixed use centers and employment districts.
- Encourage all public and private developments to be well-designed, durable, human-scaled and pedestrian oriented.
- Support the development of a safe, connected, accessible network of regional and local bicycle and pedestrian facilities in Hopkins.
- Grow the supply of housing in Hopkins, particularly in targeted areas.
- Support the vision of a community where everyone has access to the resources and opportunities needed to live healthy, active lives. (The site is very conducive to an active lifestyle with a walk score of 90)
- Encourage sustainable practices in locating, designing, constructing and maintaining development in the city.
- Support the development of a strong, vibrant, livable community that attracts jobs, population and investment.
- Maintain a viable downtown core that serves as an economic and social center for the community.

- Continue to grow Downtown's population and jobs base.

### **ALTERNATIVES**

1. **Vote to approve the rezoning and planned unit development for 1118 Mainstreet.**
2. **Vote to deny the rezoning and planned unit development for 1118 Mainstreet.** Should the City Council consider this option, it must also identify specific findings that support this alternative.
3. **Continue for further information.** If the City Council finds that further information is needed, the items should be continued.

**CITY OF HOPKINS**  
**Hennepin County, Minnesota**

**RESOLUTION 2022-053**

**A RESOLUTION APPROVING THE SECOND READING OF ORDINANCE 2022-1183  
REZONING THE PROPERTY WITH PID 24-117-22-34-0249 FROM B-2, CENTRAL  
BUSINESS DISTRICT TO B-2, CENTRAL BUSINESS DISTRICT WITH A PLANNED UNIT  
DEVELOPMENT, SUBJECT TO CONDITIONS**

**WHEREAS**, the applicant, Enclave Companies, initiated an application requesting to rezone the property addressed as 1118 Mainstreet (PID 24-117-22-34-0249) from B-2, Central Business District to B-2, Central Business District with a Planned Unit Development (PUD), and

**WHEREAS**, this property is legally described in Exhibit A; and

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

1. That the above stated application was initiated by the applicant on June 24, 2022; and,
2. That the Hopkins Planning & Zoning Commission, pursuant to published and mailed notice, held a public hearing on the application and reviewed such application on July 26, 2022: all persons present were given an opportunity to be heard; and,
3. That written comments and analysis of City staff were considered; and,
4. That the Hopkins Planning & Zoning Commission reviewed this application during their July 26, 2022 meeting and recommended approval by the City Council, subject to conditions; and
5. That the Hopkins City Council reviewed this application during their August 1, 2022 meeting and agreed with the findings of the Planning & Zoning Commission and approved and approved Resolution 2022-050 approving the first reading of Ordinance 2022-1183 rezoning the property located at 1118 Mainstreet with PID 24-117-22-34-0249; and
6. That the Hopkins City Council conducted a second reading of Ordinance 2022-1183 during the September 6, 2022 meeting.

**WHEREAS**, staff recommended approval of the above stated application based on the findings outlined in the staff report dated August 1, 2022 and the staff memo dated September 6, 2022.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hopkins hereby approves the second reading of Ordinance 2022-1183 rezoning the property located at 1118 Mainstreet (PID 24-117-22-34-0249) from B-2, Central Business District to B-2, Central Business District with a Planned Unit Development (PUD), subject to the conditions listed below.

1. Approval by the City Council and execution by the Mayor and City Manager of a Planned Unit Development (PUD) Agreement in a form acceptable to the City Attorney.
2. Approval of the development by the Nine Mile Creek Watershed District and conformance with all related conditions.
3. Payment of all applicable development fees including, but not limited to SAC, park dedication and City Attorney fees.

Adopted by the City Council of the City of Hopkins this 6<sup>th</sup> day of September, 2022.

By: \_\_\_\_\_  
Patrick Hanlon, Mayor

ATTEST:

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

EXHIBIT A  
Legal Description of subject property

Tract A:

Lots 1 through 6 inclusive, Block 7,

That part of the North Half of the adjoining vacated East-West alley in said Block 7 lying between the extension across it of the West line of said Lot 1 and the East line of Lot 26, in said Block 7,

That part of the vacated East-West alley lying North of the center line of said alley and between the extension across it of the East line of Lot 6 and the East line of Lot 26, all in Block 7, "West Minneapolis". According to the recorded plat thereof, and situate in Hennepin County, Minnesota. Being registered land as is evidenced by Certificate of Title No. 834358.

Tract B:

Lot Twenty-three (23) except the South 25 feet thereof, front and rear, and all of Lots Twenty-four (24), Twenty-five (25), and Twenty-six (26), Block Seven (7), West Minneapolis, according to the recorded plat thereof, and situate in Hennepin County, Minnesota, together with that part of the South half of the vacated East-West alley in said Block 7 lying between the extension across it of the West line of Lot 26 and the center line of the North-South alley in said Block 7 and together with that part of the West half of the vacated North-South Alley in said Block 7 lying between the extensions across it of the South line of Lot 23 except the South 25 feet thereof and the North line of said Lot 26.

Abstract Property

Tract C:

Lots Seven (7), Eight (8), Nine (9) and Ten (10), Block Seven (7), West Minneapolis, except the South 25 feet of said Lot 10, according to the recorded plat thereof, and situate in Hennepin County, Minnesota, together with that part of the East half of the vacated North-South alley in said Block Seven (7) lying between the extensions across it of the South line of Lot 10 except the South 25 feet thereof and the North line of said Lot 7 and together with that part of the South half of the vacated East-West alley in said Block 7 lying between the extensions across if of the East line of said Lot 7 and the Center line of the North-South alley in said Block 7.

Abstract Property.

**CITY OF HOPKINS**  
**Hennepin County, Minnesota**

**ORDINANCE NO. 2022-1183**

**AN ORDINANCE REZONING THE PROPERTY WITH PID 24-117-22-34-0249 FROM B-2,  
CENTRAL BUSINESS DISTRICT TO B-2, CENTRAL BUSINESS DISTRICT WITH A  
PLANNED UNIT DEVELOPMENT**

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

1. That the zoning classification of B-2, Central Business District, upon the following described premises is hereby repealed, and in lieu thereof, said premises is hereby zoned B-2, Central Business District with a Planned Unit Development (PUD).
2. The property to be rezoned is legally described in Exhibit A

First Reading:	August 1, 2022
Second Reading:	September 6, 2022
Date of Publication:	September 15, 2022
Date Ordinance Takes Effect:	September 15, 2022

ATTEST:

\_\_\_\_\_  
Patrick Hanlon, Mayor

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

EXHIBIT A  
Legal Description of subject property

Tract A:

Lots 1 through 6 inclusive, Block 7,

That part of the North Half of the adjoining vacated East-West alley in said Block 7 lying between the extension across it of the West line of said Lot 1 and the East line of Lot 26, in said Block 7,

That part of the vacated East-West alley lying North of the center line of said alley and between the extension across it of the East line of Lot 6 and the East line of Lot 26, all in Block 7, "West Minneapolis". According to the recorded plat thereof, and situate in Hennepin County, Minnesota.

Being registered land as is evidenced by Certificate of Title No. 834358.

Tract B:

Lot Twenty-three (23) except the South 25 feet thereof, front and rear, and all of Lots Twenty-four (24), Twenty-five (25), and Twenty-six (26), Block Seven (7), West Minneapolis, according to the recorded plat thereof, and situate in Hennepin County, Minnesota, together with that part of the South half of the vacated East-West alley in said Block 7 lying between the extension across it of the West line of Lot 26 and the center line of the North-South alley in said Block 7 and together with that part of the West half of the vacated North-South Alley in said Block 7 lying between the extensions across it of the South line of Lot 23 except the South 25 feet thereof and the North line of said Lot 26.

Abstract Property

Tract C:

Lots Seven (7), Eight (8), Nine (9) and Ten (10), Block Seven (7), West Minneapolis, except the South 25 feet of said Lot 10, according to the recorded plat thereof, and situate in Hennepin County, Minnesota, together with that part of the East half of the vacated North-South alley in said Block Seven (7) lying between the extensions across it of the South line of Lot 10 except the South 25 feet thereof and the North line of said Lot 7 and together with that part of the South half of the vacated East-West alley in said Block 7 lying between the extensions across if of the East line of said Lot 7 and the Center line of the North-South alley in said Block 7.

Abstract Property.

**CITY OF HOPKINS**  
**Hennepin County, Minnesota**

**RESOLUTION 2022-057**

**A RESOLUTION APPROVING THE  
325 BLAKE ROAD PLANNED UNIT DEVELOPMENT (PUD) AGREEMENT**

**WHEREAS**, the applicant, Enclave Companies, initiated an application requesting to rezone the property addressed as 1118 Mainstreet (PID 24-117-22-34-0249) from B-2, Central Business District to B-2, Central Business District with a Planned Unit Development (PUD), and

**WHEREAS**, this property is legally described in Exhibit A; and

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

1. That the above stated application was initiated by the applicant on June 24, 2022; and,
2. That the Hopkins Planning & Zoning Commission, pursuant to published and mailed notice, held a public hearing on the application and reviewed such application on July 26, 2022: all persons present were given an opportunity to be heard; and,
3. That written comments and analysis of City staff were considered; and,
4. That the Hopkins Planning & Zoning Commission reviewed this application during their July 26, 2022 meeting and recommended approval by the City Council, subject to conditions; and
5. That the Hopkins City Council reviewed this application during their August 1, 2022 meeting and agreed with the findings of the Planning & Zoning Commission and approved and approved Resolution 2022-050 approving the first reading of Ordinance 2022-1183 rezoning the property located at 1118 Mainstreet with PID 24-117-22-34-0249; and
6. That the Hopkins City Council conducted a second reading of Ordinance 2022-1183 during the September 6, 2022 meeting.

**WHEREAS**, staff recommended approval of the Hopkins Apartments Planned Unit Development (PUD) Agreement based on the findings outlined in the staff report dated August 1, 2022 and the staff memo dated September 16, 2022.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hopkins hereby approves the Hopkins Apartments Planned Unit Development (PUD) Agreement and authorizes the Mayor and City Manager to enter into this agreement, subject to any modification approved by the City Attorney.

Adopted by the City Council of the City of Hopkins this 6<sup>th</sup> day of September, 2022.

By: \_\_\_\_\_  
Patrick Hanlon, Mayor

ATTEST:

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

EXHIBIT A  
Legal Description of subject property

Tract A:

Lots 1 through 6 inclusive, Block 7,

That part of the North Half of the adjoining vacated East-West alley in said Block 7 lying between the extension across it of the West line of said Lot 1 and the East line of Lot 26, in said Block 7,

That part of the vacated East-West alley lying North of the center line of said alley and between the extension across it of the East line of Lot 6 and the East line of Lot 26, all in Block 7, "West Minneapolis". According to the recorded plat thereof, and situate in Hennepin County, Minnesota. Being registered land as is evidenced by Certificate of Title No. 834358.

Tract B:

Lot Twenty-three (23) except the South 25 feet thereof, front and rear, and all of Lots Twenty-four (24), Twenty-five (25), and Twenty-six (26), Block Seven (7), West Minneapolis, according to the recorded plat thereof, and situate in Hennepin County, Minnesota, together with that part of the South half of the vacated East-West alley in said Block 7 lying between the extension across it of the West line of Lot 26 and the center line of the North-South alley in said Block 7 and together with that part of the West half of the vacated North-South Alley in said Block 7 lying between the extensions across it of the South line of Lot 23 except the South 25 feet thereof and the North line of said Lot 26.

Abstract Property

Tract C:

Lots Seven (7), Eight (8), Nine (9) and Ten (10), Block Seven (7), West Minneapolis, except the South 25 feet of said Lot 10, according to the recorded plat thereof, and situate in Hennepin County, Minnesota, together with that part of the East half of the vacated North-South alley in said Block Seven (7) lying between the extensions across it of the South line of Lot 10 except the South 25 feet thereof and the North line of said Lot 7 and together with that part of the South half of the vacated East-West alley in said Block 7 lying between the extensions across if of the East line of said Lot 7 and the Center line of the North-South alley in said Block 7.

Abstract Property.

**HOPKINS APARTMENTS  
PLANNED UNIT DEVELOPMENT AGREEMENT**

THIS PLANNED UNIT DEVELOPMENT AGREEMENT (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF HOPKINS, a Minnesota municipal corporation, (the “City”), and Ovation Apartments, LLC, a Minnesota limited liability company (the “Developer”).

**Recitals**

A. The Developer owns approximately 1.88 acres of certain real estate located in the City of Hopkins, Hennepin County, Minnesota, legally described as

(See Exhibit A)

(the “Property”).

B. The Developer has made application to the City for certain land use approvals to facilitate the Property’s development for a four-story, mixed-use structure with 150 residential units and approximately 5,382 square feet of commercial space, and said development is tentatively to be named Ovation Apartments (the “Development”).

C. To accommodate the Development, the City conditionally approved (i) a rezoning of the Property to B-2 Central Business District/PUD, per Ordinance 2022-1183 (the “Rezoning Ordinance”) adopted by the City Council on August 16, 2022; (ii) a conditional use permit for the Property, per Resolution 2022-051 (the “CUP Resolution”) adopted by the City Council on August 1, 2022; and (iii) a planned unit development site plan, per Resolution 2022-052 (the “Site Plan Resolution”) also adopted by the City Council on August 1, 2022.

D. The Rezoning Ordinance, the CUP Resolution, and the Site Plan Resolution shall be referred to collectively herein as the “City Approvals,” and said City Approvals are each incorporated into this Agreement as if fully set forth herein.

E. As a condition of the City Approvals, the City required the Developer to enter into

a planned unit development agreement, and the parties hereto are willing to be bound by the terms and conditions provided herein to facilitate the aforementioned Development.

### 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 limited liability company, 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 Property or against the

Developer that would affect 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 affecting the Property.

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 materially 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, mixed-use structure with 150 residential units and approximately 5,382 square feet of commercial space (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, including the approved Site Plan, and all associated construction plans and documentation (the "Plans") on or before June 30, 2024. The Plans are those that are on file with the City, prepared by Momentum Design Group, dated July 21, 2022. No revisions to or deviations from the Plans that would materially alter the Private Improvements may occur unless first approved by the City in writing.

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

**2.02. 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 doing so, 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 with respect to the City Approvals, the PUD Declaration, and any other adopted City ordinances and resolutions affecting the Property.

**2.03. Zoning/PUD.** Pursuant to the Rezoning Ordinance, the Property was rezoned to B-2/Planned Unit Development. In order to secure the benefits and advantages of the approved planned unit development, the Developer shall execute and record a Declaration of Covenants, Conditions and Restrictions against the Property in the form attached hereto as Exhibit B (the "PUD Declaration").

**2.04. Thirty Bales Improvements.** It is contemplated that the existing structure on the Property, known as the “Thirty Bales” building, will be improved as part of the Developer’s site redevelopment. Said improvements to the Thirty Bales building shall not be performed or constructed until the Developer submits plans regarding such improvements that are approved in writing by City staff.

**2.05. *Intentionally Blank.***

**2.06. 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 any construction related to the Development.

**2.07. *Intentionally Blank.***

**2.08. Stormwater Management Requirements.** As part of the Private Improvements, the Developer (or future owners/developers of the Property) shall be responsible for the construction, operation, and maintenance of stormwater management facilities to achieve compliance with applicable stormwater treatment requirements. If the Developer (or future owners/developers of the Property) is required by the Nine Mile Creek Watershed District (“NMCWD”) to execute and record against the Property an instrument in favor of NMCWD for stormwater facilities constructed as part of the Private Improvements, then it shall do so in accordance with all NMCWD requirements. The purpose of such instrument is to ensure that the Developer, and future developers/owners of the Property, maintain all stormwater facilities serving the Property. The Developer acknowledges that; (i) the City will not accept ownership of any such stormwater facilities; and (ii) the City does not plan to maintain or pay for maintenance, repair or replacement of such 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 install private landscaping/streetscaping on the Property (collectively, the “Secured Improvements”), which requires financial security to ensure that they are completed with the other Private Improvements. Prior to the issuance of any City-issued permits related to the Private Improvements, including, but not limited to, building permits, the Developer agrees to deposit with the City the amount of \$ \_\_\_\_\_ (the “Escrow Deposit”), which represents 150 percent of the estimated cost of the Secured Improvements. The Escrow Deposit shall be deposited with the City prior to beginning any work on the Private Improvements. The City may draw upon the Escrow Deposit, in whole or part, in order to complete construction of any or all of the Secured Improvements upon the Developer’s uncured default and failure to complete such Secured Improvements in accordance with the terms of this Agreement, including the lapse of all notice and cure rights of the Developer. The City may also draw upon the Escrow Deposit to pay any fees or costs owed to the City under this Agreement and otherwise unpaid by the Developer upon the lapse of all notice and cure rights of the Developer. It is the intention of the parties that the City at all times have available to it an Escrow Deposit in an amount adequate to ensure completion of the Secured Improvements and cost reimbursement to the City by the Developer as required under this Agreement.

Upon the Developer's failure to either complete the Secured Improvements, pay any fees or costs owed to the City under this Agreement, or both, the City may draw on the Escrow Deposit in order to satisfy such requirements but only after the Developer fails to cure its breach following thirty (30) days' written notice from the City. The foregoing notwithstanding, if the breach requires more than thirty (30) days to cure, such breach shall not allow the City to draw on the Escrow Deposit, provided that the curing of the breach is promptly commenced upon receipt of written notice from the City, and with due diligence is thereafter continuously prosecuted to completion and is completed in a reasonable period of time, not to exceed ninety (90) days. In the event that the Escrow Deposit 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 thirty (30) days of the mailing of said billing, the said deficient amount. If there should be an overage in the amount of the utilized Escrow Deposit, 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 90 days, or in the event a court appoints a receiver for the Developer, the City may draw on the Escrow Deposit in its full amount to secure its surety position. The City shall then release the remainder of said Escrow Deposit to the bankruptcy court or receiver in the same manner that it would be required to release the Escrow Deposit under this Agreement.

When reasonably prudent, the Developer may request of the City that the Escrow Deposit be proportionately reduced for portions of completed obligations herein. All such reductions shall be in the sole discretion of the City. It is the intention of the parties that the City at all times have available to it an Escrow Deposit in an amount adequate to ensure completion of all elements of the Secured Improvements and the reimbursement of City costs required under this Agreement. To that end and notwithstanding anything herein to the contrary, all requests by the Developer for a reduction or release of the Escrow Deposit shall be evaluated by the City in light of that principle. The costs incurred by the City in processing any reduction request shall be billed to the Developer and paid to the City within thirty (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 to the Development; (ii) processing the approvals relating to the Development; (iii) any other cost expressly required under or directly related to 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 directly related thereto. The Developer shall, upon request by the City, pay such costs to the City within 30 days of such request.

In the event the City does not recover any 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. Finally, the Developer agrees all such unpaid amounts also constitute charges for governmental services that the City may, at its option, collect on any property the Developer may own in the state pursuant to Minnesota Statutes, section 514.67.

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. Notwithstanding the foregoing, the Developer may, without the City's consent transfer assign this Agreement to an affiliate of the Developer that is owned by or under common ownership with the Developer or any affiliate of Developer; provided that any such transferee must enter into an agreement pursuant to which it assumes and agrees to perform the obligations of the Developer under this Agreement.

**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. Additionally, in the event that all obligations of the Developer contained in this Agreement are duly satisfied, the City shall, upon written request from the Developer or any of its assigns or successors in interest, execute a document (a) releasing the Property from the terms and conditions of this Agreement; and (b) stating the Developer is in good standing under this Agreement. The execution and recording of such instrument shall not affect or otherwise alter the PUD Declaration. Any such instrument may be executed by the city manager without city council approval.

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. 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 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.

**2.15. 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. No agent, officer or employee of the Developer shall be personally liable to the City, or any successor in interest, in the event of any default or breach by the Developer 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: Ovation Apartments, LLC  
300 23rd Avenue East, Suite 300  
West Fargo, ND 58078  
Attn: Austin J. Morris
  
- with a copy to: Siegel Brill, P.A.  
100 Washington Ave. S., Suite 1300  
Minneapolis, MN 55401  
Attn: Anthony J. Gleekel
  
- (b) as to the City: City of Hopkins  
1010 1<sup>st</sup> Street South  
Hopkins, MN 55343  
Attn: City Manager
  
- with a copy to: Scott J. Riggs, City Attorney  
Kennedy & Graven, Chartered  
150 South 5<sup>th</sup> Street, Suite 700  
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 except with respect to matters of gross negligence or willful misconduct of the City or its officials, agents, or employees. 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 except with respect to matters of gross negligence or willful misconduct of the City or its officials, agents, 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 section 2.20 shall survive termination of this Agreement with respect to matters first arising prior to such termination 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 an uncured default by the Developer as to any work or undertaking required by this Agreement, the City may, at its option, (i) refuse to issue building permits, certificates of occupancy, or other City approvals for the Property until such time as such default has been cured; or (ii) perform any work required under this Agreement, and the Developer shall promptly reimburse the City for any expense incurred by the City related thereto. An "uncured default" is any default the Developer has not cured, or undertaken to cure, within thirty (30) days from the date the City notifies Developer of such default. The foregoing notwithstanding, if a default requires more than thirty (30) days to cure, such default shall not constitute an uncured default, provided that the curing of the default is promptly commenced upon receipt of written notice from the City, and with due diligence is thereafter continuously prosecuted to completion and is completed in a reasonable period of time, not to exceed ninety (90) days. This Agreement is a license for the City to enter onto the Property and act in accordance with the terms of this Agreement, 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 Property 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 any building permits 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. In addition to all other remedies, permits may be withheld if the Developer is in violation of any of the terms of this Agreement.

**2.24. City's Access.** The Developer hereby grants the City, its agents, employees, officers and contractors a non-revocable, non-exclusive, license to enter the Property to perform any work and inspections deemed appropriate by the City related to any of the Developer's obligations contained in this Agreement. Such license shall terminate upon the issuance of a certificate of occupancy for all improvements contemplated as part of the Development and the City's final approval of the Secured Improvements.

**2.25. Developer Financial Assistance Request.** During the time it has taken to put the Development together, several factors have caused an increase in the project budget to the point the Developer has indicated that the Development is not financially feasible without City assistance. As a result of these circumstantial changes, the Developer submitted an application to the City for financial assistance to support the Development in the amount of \$1,250,000. There are several factors cited that have contributed to the financial gap in the project including demolition costs, escalating lumber costs, design changes and other project changes.

It has been determined that some financial assistance is necessary for the Development to move forward, particularly for assistance tied to the demolition costs necessary for the Development. The City, through the Housing and Redevelopment Authority of Hopkins (the "HRA"), has authorized the providing of a forgivable loan to the Developer in connection with the Development, including the following assistance: a one-time forgivable loan utilizing excess Tax Increment Financing (TIF) from TIF District 2-11 (as these funds are eligible expenditures for redevelopment) from the City in the maximum principal amount of \$1,250,000 or 2.9% of the project costs, apportioned for project costs as follows: \$1,250,000 for demolition and environmental remediation associated with the demolition, for exterior improvements to the existing retail and for outdoor public space. If, demolition and environmental remediation associated with the demolition costs, the exterior improvement costs and the cost of the outdoor space (not including surface parking lot construction) is less than \$1,250,000, the forgivable loan would be reduced dollar for dollar. A separate forgivable loan agreement, including a note and mortgage (the "Loan Agreement") will be provided that is conditioned on the Development receiving all land use approvals. The forgivable Loan Agreement would be forgiven after five (5) years, but would be required to be paid back if the Property was sold or transferred, unless allowed by the Loan agreement, within the initial 5-year period of the Development.

The forgivable Loan Agreement constitutes the business subsidies proposed to be granted by the HRA to the Developer under Minnesota Statutes, Sections 116J.993 through 116J.995 (the

“Business Subsidy Act”), and Minnesota Statutes, Sections 469.174 through 469.179 (tax increment) for the Property and the Development in the City of Hopkins. As such, an agreement, (the “Business Subsidy Agreement”), between the Developer and the HRA, provides for certain benefits and business subsidies as noted above to the Developer in connection with Development and the Property.

**2.26. Park Dedication.** Although two principal structures are contemplated to be located on the Property following the improvements required herein, the parcel is not presently being split or subdivided by the Developer and, accordingly, park dedication fees are not triggered under present circumstances. However, should the parcel that makes up the Property be split or subdivided at any point in the future, whether by Developer or any of its successors or assigns, park dedication shall be owed to the City in the amount of the then-current per-unit fee multiplied by 150 residential units (the amount of residential units to be constructed as part of the Private Improvements), plus an additional amount based on 5,382 square feet of commercial space pursuant to the then-current formula for commercial park dedication. This paragraph shall survive the termination of this Agreement.

**2.27. Miscellaneous Provisions.**

A. The Developer represents to the City that the development of the Property will comply 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. An ongoing default by the Developer under the terms of this Agreement shall be grounds for denial of building permits or certificates of occupancy until any such defaults are cured by the Developer.

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. 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: \_\_\_\_\_  
Patrick Hanlon  
Mayor

By: \_\_\_\_\_  
Michael Mornson  
City Manager

STATE OF MINNESOTA    )  
  ) SS.  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2022, by Patrick Hanlon 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 Agreement applies is legally described as follows:

Tract A:

Lots 1 through 6 inclusive, Block 7,

That part of the North Half of the adjoining vacated East-West alley in said Block 7 lying between the extension across it of the West line of said Lot 1 and the East line of Lot 26, in said Block 7,

That part of the vacated East-West alley lying North of the center line of said alley and between the extension across it of the East line of Lot 6 and the East line of Lot 26, all in Block 7, "West Minneapolis". According to the recorded plat thereof, and situate in Hennepin County, Minnesota. Being registered land as is evidenced by Certificate of Title No. 834358.

Tract B:

Lot Twenty-three (23) except the South 25 feet thereof, front and rear, and all of Lots Twenty-four (24), Twenty-five (25), and Twenty-six (26), Block Seven (7), West Minneapolis, according to the recorded plat thereof, and situate in Hennepin County, Minnesota, together with that part of the South half of the vacated East-West alley in said Block 7 lying between the extension across it of the West line of Lot 26 and the center line of the North-South alley in said Block 7 and together with that part of the West half of the vacated North-South Alley in said Block 7 lying between the extensions across it of the South line of Lot 23 except the South 25 feet thereof and the North line of said Lot 26.

Abstract

Property

Tract C:

Lots Seven (7), Eight (8), Nine (9) and Ten (10), Block Seven (7), West Minneapolis, except the South 25 feet of said Lot 10, according to the recorded plat thereof, and situate in Hennepin County, Minnesota, together with that part of the East half of the vacated North-South alley in said Block Seven (7) lying between the extensions across it of the South line of Lot 10 except the South 25 feet thereof and the North line of said Lot 7 and together with that part of the South half of the vacated East-West alley in said Block 7 lying between the extensions across if of the East line of said Lot 7 and the Center line of the North-South alley in said Block 7.

Abstract Property.

## **EXHIBIT B**

### **FORM OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

#### **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS HOPKINS APARTMENTS PLANNED UNIT DEVELOPMENT**

**THIS DECLARATION** made this \_\_\_\_ day of \_\_\_\_\_, 2022, by Ovation Apartments, LLC, a Minnesota limited liability company (hereinafter referred to as the “Declarant”);

WHEREAS, Declarant is the owner of the real property legally described on Attachment One hereof (hereinafter referred to as the “Subject Property”); 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 mixed-use planned unit development on the Subject Property; and

WHEREAS, the City has approved such development to be located on the Subject Property, including the required rezoning, conditional use permit, and site plan approval, 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 said 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. The plans (“Plans”), prepared by Momentum Design Group, dated July 21, 2022, the sheets of which are specified on Attachment Two hereof unless the then-owner of the Subject Property first secures approval by the City Council of an amendment to Plans. Original documents are on file with the City and are made a part hereof.

b. In exchange for the flexibility provided by the City as part of the approved planned unit development to be located on the Subject Property, the Developer has agreed to provide certain elements, including, but not necessarily limited to, pedestrian connectivity from 12<sup>th</sup> Avenue South to 11<sup>th</sup> Avenue South, pedestrian-level artwork installation (specifically, two sculptures and one mural), a full rooftop solar array on the mixed-use structure, and a building design that includes amenities beyond minimum code requirements. All such elements shall be constructed in accordance with City requirements and approved Plans.

2. The Subject Property may only be developed and used in accordance with all requirements of the City’s B-2, Central Business District, except for those deviations contained in the Plans or otherwise outlined herein, and all other requirements contained in Paragraph 1 of this Declaration, unless the then-owner of the Subject Property 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 the City’s land use regulations, to the extent contained in the Plans, were approved:

<b>PUD Approved Deviations on Subject Property</b>		
<b>Category</b>	<b>B-2 Requirement</b>	<b>Approved Deviation for PUD</b>
B-2 CUP Standards	No Residential Dwellings on First Floor	Residential Dwellings Allowed on First Floor
	One Underground Parking Space Per Unit	130 Underground Stalls; 20 Stalls on Surface Lot; and Lease of 40 Designated Stalls in Municipal Garage
	Density Limited to 44 Units/Acre	79.7 Units/Acre
Off-Street Parking	Two Stalls/Unit	1.26 Stalls/Unit
Building Height	45 Feet	47.9 Feet

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.

\*\*\*\*\*



## Attachment One

The Subject Property is legally described as follows:

Tract A:

Lots 1 through 6 inclusive, Block 7,

That part of the North Half of the adjoining vacated East-West alley in said Block 7 lying between the extension across it of the West line of said Lot 1 and the East line of Lot 26, in said Block 7,

That part of the vacated East-West alley lying North of the center line of said alley and between the extension across it of the East line of Lot 6 and the East line of Lot 26, all in Block 7, "West Minneapolis". According to the recorded plat thereof, and situate in Hennepin County, Minnesota. Being registered land as is evidenced by Certificate of Title No. 834358.

Tract B:

Lot Twenty-three (23) except the South 25 feet thereof, front and rear, and all of Lots Twenty-four (24), Twenty-five (25), and Twenty-six (26), Block Seven (7), West Minneapolis, according to the recorded plat thereof, and situate in Hennepin County, Minnesota, together with that part of the South half of the vacated East-West alley in said Block 7 lying between the extension across it of the West line of Lot 26 and the center line of the North-South alley in said Block 7 and together with that part of the West half of the vacated North-South Alley in said Block 7 lying between the extensions across it of the South line of Lot 23 except the South 25 feet thereof and the North line of said Lot 26.

Abstract

Property

Tract C:

Lots Seven (7), Eight (8), Nine (9) and Ten (10), Block Seven (7), West Minneapolis, except the South 25 feet of said Lot 10, according to the recorded plat thereof, and situate in Hennepin County, Minnesota, together with that part of the East half of the vacated North-South alley in said Block Seven (7) lying between the extensions across it of the South line of Lot 10 except the South 25 feet thereof and the North line of said Lot 7 and together with that part of the South half of the vacated East-West alley in said Block 7 lying between the extensions across if of the East line of said Lot 7 and the Center line of the North-South alley in said Block 7.

Abstract Property.

**Attachment Two**

The following documents prepared by Momentum Design Group, dated July 21, collectively constitute the Plans:

<b>ARCHITECTURAL SHEETS</b>		
<b>SHEET</b>	<b>SHEET NAME</b>	<b>DATE ISSUED</b>
D0	COVER SHEET	07/21/22
D1	CONCEPT DESIGN SITE PLAN	07/21/22
D2	CONCEPT DESIGN PLANS	07/21/22
D3	CONCEPT DESIGN PLANS	07/21/22
D4	CONCEPT PERSPECTIVES	07/21/22
D5	CONCEPT ELEVATIONS	07/21/22
D6	CONCEPT ELEVATIONS	07/21/22
D7	SHADOW STUDY	07/21/22
D8	BUILDING SETBACKS	07/21/22
D9	SITE CONTEXT	07/21/22
D10	SITE CONTEXT	07/21/22



## **PARKING AGREEMENT – OVATION APARTMENTS**

**Proposed Action:** Staff recommends the City Council approve the following motion: Move to approve the Parking Agreement between the City of Hopkins and Ovation Apartments.

With this motion the Mayor and City Manager will be authorized to execute the agreement.

### **Overview**

The developer, Enclave Companies, has proposed a redevelopment of the former Cinema 6 property into a retail and apartment development, Ovation Apartments. In order to meet the additional parking demand that cannot be met on site due to cost and design factors, the developer has requested to use the municipal parking ramp for overnight residential parking.

Under the proposed agreement, the management company for the apartments would be able to purchase 40 parking permits annually at a cost of \$55.56 per month or \$26,668.80 per year for the first year and a 3% increase each year thereafter. They would also pay a pro rata share of property taxes as well as any damage done to the ramp by Ovation residents. Ovation will be responsible for managing the permits with their residents.

The term of the agreement would be five years, with three five-year renewals. Actual usage of the ramp will be monitored and the number of spaces may decrease if mutually agreeable.

### **Primary Issues to Consider**

The parking agreement mirrors an existing parking agreement between the City of Hopkins and Gallery Flats with the exception of the commitment of the term of the agreement and extensions.

### **Supporting Documents**

- Parking Agreement

\_\_\_\_\_  
 Kersten Elverum  
 Director of Planning & Development

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

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

Notes:

## PARKING AGREEMENT

**THIS AGREEMENT** (“Agreement”) is by and between the City of Hopkins, Minnesota, a Minnesota municipal corporation (“City”), and Ovation Apartments, LLC, a Minnesota limited liability company (“Ovation”) (collectively, the “Parties”).

### WITNESSETH:

**WHEREAS**, Ovation recently secured an agreement to purchase the property located along Mainstreet between 11<sup>th</sup> Avenue South and 12<sup>th</sup> Avenue South (PID No. 24-117-22-34-0249) and plans to development a residential mix of 67 alcove, 22 studio, 47 one-bedroom, and 14 two-bedroom market rate apartments, and 5,382 square feet of commercial space on the ground floor accessed from Mainstreet at the Property known as Ovation Apartments (the “Apartment”); and

**WHEREAS**, City and Ovation desire to enter into an agreement entitled “Parking Agreement” (“Lease”), in which Ovation agrees to lease forty (40) overnight parking spaces of the City parking ramp located at 26 10<sup>th</sup> Ave S. Hopkins, MN, mainly for use by residents of the Apartment.

**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 April 1, 2023 (“Commencement Date”), and shall terminate on March 31, 2028 (“Initial Term”), unless earlier terminated as provided under this Agreement.

The Initial Term of this Agreement may be extended for three 5-year extensions (each an “Extension Term”) at the option of Ovation (each an “Extension Term”) as Ovation has indicated that a long-term commitment is necessary for project financing. The Initial Term and each 5-year Extension Term shall be collectively referred to as the “Term”. The Term of this Agreement shall automatically extend for the three 5-year term, unless Ovation or the City terminates this Agreement in writing pursuant to the terms of this Agreement prior to the end of the Initial Term or any of the Extension Terms. Ovation has acknowledged that all of the 40 spaces may not be needed and has agreed to provide City staff a report of actual use in order to conduct an annual review of need, and the reduction of spaces pursuant to this Agreement accordingly.

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 Ovation, for the use of the occupants or guests of the Apartment, the nonexclusive right to use forty (40) parking spaces in the Ramp, twenty-four (24) hours a day on every day during the Term, for the sole purpose of providing parking of non-commercial passenger vehicles. Ovation shall be entitled to assign without the City’s consent, individual, nonexclusive parking spaces in the Ramp solely to occupants of the

Apartment. Ovation is not permitted to assign any parking space or spaces to persons or entities who are not then-current occupants of the Apartment.

4. Annual fee. Ovation agrees to pay to City \$55.56 per permit per month (Twenty-Six Thousand Six Hundred Sixty-Eight and 00/100 Dollars for the first year (\$26,668.80)). The rate would increase 3% per year thereafter starting in year two of the Term. The annual total amount would be 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. Ovation's annual aggregate charges for all of the Ramp parking spaces paid for by the Apartment occupants, 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 Ovation to City or otherwise incurred or paid by Ovation 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 One Hundred and 00/100 Dollars (\$100). Late payments more than 45 (forty-five) days late shall accrue monthly interest from the due date at 1.5% per annum. 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. Ovation shall pay a pro rata share of property taxes and special assessments (certified to property taxes) for the Ramp, calculated as a ratio of forty (40) authorized parking permits to the three hundred and eighty (380) total parking spaces in the Ramp-40:380. Ovation 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 concludes on a partial calendar year, the real estate taxes and installments of special assessment payable by Ovation shall be prorated on a daily basis so that Ovation pays only the real estate taxes and installments of special assessments for those days during the Term.

6. Maintenance and Repair. City shall be responsible, at its sole cost, for the maintenance and repair of the Ramp and other 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 Ovation or Ovation's employees, customers, agents or sublessees, City may, but shall not be required to, repair such damage. Ovation 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. Ovation 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 Ovation shall abate ratably if such entry materially interferes with the use of the Ramp. No alteration of the Ramp shall be made by Ovation without the prior consent of City in writing.

7. Termination. Ovation 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, upon mutual agreement with Ovation, terminate the Agreement with notice to Ovation not less than one hundred twenty (120) days prior to the effective date of the Agreement termination. Ovation'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 Ovation 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 Ovation 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 gross negligence or intentional conduct of Ovation or Ovation's agents, assignees, or employees, Ovation 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. Notwithstanding the forgoing, if the City determines in its sole discretion that repair of such damage or destruction affecting the Ramp or a portion of the Ramp shall not be undertaken, there shall be no need to replace the Ovation parking spaces either in part or in full. If such a determination is made, the City agrees to endeavor to work with Ovation on a parking plan. Further, the parties acknowledge that in the event of redevelopment of the Ramp, there is no need to replace the parking spaces either in part or in full; however, the City agrees to endeavor to work with Ovation on a parking plan.

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 Ovation or Ovation'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, Ovation 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 Ovation or Ovation's 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. Ovation is responsible for any damage done to the ramp by their tenants. In addition, Ovation agrees to hold the City harmless from any liabilities arising from the use of the Ramp by residents.

10. Insurance. Ovation 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 Ovation'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 Ovation 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 Ovation is maintaining such insurance. Such insurance shall also require the insurer to give City at least 60 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. Ovation fails to pay any installment of rent or payment for real estate taxes or special assessments as provided in paragraphs 4 and 5 of this Agreement when said payment is due, and such default shall continue for ten (10) business days after notice from the City;

ii. Ovation 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 Ovation 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 Ovation terminate the Agreement effectively immediately. The foregoing notwithstanding, the City shall not have a right to terminate this Agreement until the City delivers written notice of termination to Ovation, which includes a termination date no earlier than ten (10) days from the date of delivery. 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, Ovation 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, Ovation shall vacate the Ramp, and remove all personal property belonging to Ovation, its agents, assignees, or employees.

12. Permit Administration and Parking Enforcement. The City shall annually issue up to forty (40) parking permits, or such other number of parking spaces as determined pursuant to paragraph 2 of this Agreement, in the form of numbered cards, color-coded to reflect the year of issuance, to Ovation. Ovation shall then be responsible for all other administrative tasks related to the issuance of permits to and use of permits by the occupants of the Apartment (“Permit Holders”). No contracts between Ovation 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. Ovation 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, Ovation 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 if this Agreement is terminated as set forth in this Agreement. Ovation shall obtain a written acknowledge from the Permit Holder of the receipt of this notice and provide a copy of such acknowledgement to the City. Although Ovation 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, Ovation shall maintain a list of all Permit Holders, along with each Permit Holder’s mailing address and e-mail address, if any. Ovation 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, including default by Ovation, Ovation 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 Ovation 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 – 1<sup>st</sup> Street South  
Hopkins, MN 55343  
Attn: City Manager

B. Ovation address for notice purposes: Ovation Apartments, LLC  
300 23<sup>rd</sup> Avenue East, Suite 300  
West Fargo, ND 58078-5807  
Attn: Austin J. Morris

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 Ovation. The City shall give Ovation reasonable written notice of such assignment and that the assignee has agreed to be bound by and perform all of the terms, covenants and conditions of this Agreement. assumed this Agreement. Ovation shall be allowed to assign its rights under this Agreement (e.g., the right to assign the individual permits to occupants of the Apartment), without City's consent, to any entity that controls, is controlled by, or is under common control with Ovation. As a condition to any permitted assignment of Ovation's interest in this Agreement, Ovation shall provide City with a written assignment of Ovation'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 Ovation's interest shall relieve Ovation of Ovation'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.

**[Signature page to follow]**

**CITY OF HOPKINS, MINNESOTA**

DATE: \_\_\_\_\_, 2022.

By: \_\_\_\_\_  
Patrick Hanlon, Mayor

And

DATE: \_\_\_\_\_, 2022.

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

**OVATION APARTMENTS, LLC**

DATE: \_\_\_\_\_, 2022.

By: \_\_\_\_\_  
Its: Managing Member



**APPROVE PROPOSED 2023 LEVY, PROPOSED 2023 GENERAL  
FUND BUDGET AND SET BUDGET MEETING DATE**

**Proposed Action.**

Staff recommends that the Council approve the following motion: Approve Resolution 2022-056 approving proposed 2023 tax levy, debt service levies at levels under those required in bond covenants, proposed general fund budget, and setting budget meeting dates”.

Adoption of resolution 2022-056 will set a maximum tax levy for 2023, will set debt levies at amounts sufficient to pay debt service requirement taking into consideration other revenue sources and fund reserves, approve a proposed 2023 general fund budget and set the Truth in Taxation hearing for Wednesday, November 30, 2022.

**Overview:**

The City is required to certify a proposed tax levy and submit to Hennepin County by September 30<sup>th</sup>. Approval could happen on September 6<sup>th</sup> or 20<sup>st</sup>. This will be the maximum levy for 2023 and can only be reduced. The certified levy amount is also used for truth in taxation notices.

The City must hold a public hearing on the budget between November 25<sup>th</sup> and December 28<sup>th</sup>. The proposed date of November 30<sup>th</sup> would allow time to consider comments heard at the public hearing before passing a final tax levy and budget. The date does not conflict with public hearings of Hopkins School District or Hennepin County.

A proposed tax levy and budget has been prepared and reviewed. Adoption of the final budget will occur in November or December 2022 following the public hearing.

**Supporting Information:**

- Overview of Preliminary Tax Levy and General Fund Budget
- 2023 Preliminary General Fund Budget
- 2023 Tax Levy Summary
- Truth in Taxation Insert
- 2023 Budget Preparation Schedule
- Resolution 2022-056

A handwritten signature in black ink, appearing to read 'Nick Bishop', is located below the supporting information list.

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Nick Bishop, Finance Director

## Overview of Preliminary Tax Levy and General Fund Budget

A draft version of the 2023 Budget and Tax Levy was prepared by staff and presented to City Council on July 12<sup>th</sup>. The City also hosted a budget engagement session on August 15<sup>th</sup> that reviewed the same version of the budget and tax levy. City Council has directed staff to look for reductions before the preliminary levy is adopted.

### 2023 General Fund Budget

The proposed 2023 General Fund Budget will meet the needs of the community and provide the services residents have come to expect. The budget being presented includes the addition of two full time employees:

- Building Inspector – \$116,000
  - Funded through increased revenues
- Fire Command Officer – \$55,000
  - Funded through general fund tax levy
  - Proposed start date delayed from January 1<sup>st</sup> to July 1<sup>st</sup> when compared to original request presented on 7/12/2022

The General Fund budget is balanced. Revenues and expenditures are both set at \$17,188,440, a \$1,014,820 or 6.27% increase from 2022. The general fund tax levy needed to support this budget is \$13,935,781, a \$716,042 or 5.42% increase from 2022.

### General Fund Surplus

The City is projected to have a surplus in the general fund of \$1,196,479 at the end of 2022. The proposed 2023 Levy, 2023 General Fund Budget, Capital Improvement Plan and Equipment Replacement Plan use \$1,158,214 of the surplus. A remaining balance of \$38,265 would be available for other purposes. The City also has \$400,000 of unallocated ARPA funds.

<b>Fund/Use</b>	<b>Amount</b>
Fire Department Staffing Study	\$100,000 (high end estimate)
Capital Improvement Fund/2024 Projects	\$427,650
PIR Fund/Street Lighting	\$290,000
Equipment Replacement Fund	\$220,564
Pavilion/Indoor Turf System	<u>\$120,000</u>
Total	<u>\$1,158,214</u>

## **Overview of Preliminary Tax Levy and General Fund Budget (Continued)**

### *2023 Burnes Park Debt Service Levy*

The 2017 project was funded through the issuance of general obligation bonds over a 15-year period with the final payment occurring in 2033. Debt service payments have been paid with both tax levy and park franchise fees. The preliminary levy uses \$50,000 of park franchise fees for this purpose and reduces the debt levy by the same amount when compared to the draft tax levy presented on 7/12/2022.

### *2023 Tax Levy*

The 2023 Tax Levy has been prepared based on debt service needs, preliminary ERP/CIP documents and initial budgets for special revenue funds. The total tax levy is \$18,766,224, this is a \$626,124 or 3.45% increase from 2022. Based on preliminary tax capacity information, city taxes on a median value home (\$361,000) would be \$2,188, which is a \$185 increase from 2022.

**City of Hopkins  
General Fund Revenue Budget  
For the Year Ending December 31, 2023**

**PRELIMINARY  
September 6, 2022**

<b>Department</b>	<b>2022 Budget</b>	<b>2023 Budget</b>	<b>% Increase (Decrease)</b>
<b>Property Taxes</b>	<b>13,304,739</b>	<b>14,020,781</b>	<b>5.38%</b>
<b>Intergovernmental Revenue</b>			
Local Government Aid	880,066	925,794	
Intergovernmental Revenue - Other	622,000	705,000	
<b>Total Intergovernmental Revenue</b>	<b>1,502,066</b>	<b>1,630,794</b>	<b>8.57%</b>
<b>Licenses, Permits &amp; Fines</b>			
Court Fines & Penalties	176,000	176,000	
Building Permits & Inspections	475,500	557,000	
Inspection Fines & Citations	2,500	3,000	
City Clerk - Business Licenses	7,000	8,000	
PD - Liquor, Animal Licenses & Penalties	98,300	101,800	
Fire - Licenses & Permits	2,300	4,000	
Public Works - Licenses & Permits	19,415	19,415	
Planning & Zoning - Licenses & Permits	1,000	1,000	
<b>Total Licenses, Permits &amp; Fines</b>	<b>782,015</b>	<b>870,215</b>	<b>11.28%</b>
<b>Charges for Service</b>			
Finance Department	5,500	5,500	
Assessing	3,000	3,000	
Inspections	109,400	175,450	
Police	35,000	35,000	
Fire	10,500	10,500	
Public Works	3,150	3,150	
Activity Center	90,000	94,300	
<b>Total Charges for Service</b>	<b>256,550</b>	<b>326,900</b>	<b>27.42%</b>
<b>Miscellaneous Revenue</b>			
Franchise Fees	296,200	296,200	
Miscellaneous	15,250	20,250	
Finance Department	3,000	3,000	
Police	500	500	
Fire	3,500	3,500	
Public Works	5,300	5,300	
Activity Center	4,500	11,000	
<b>Total Miscellaneous</b>	<b>328,250</b>	<b>339,750</b>	<b>3.50%</b>
<b>Total Revenues</b>	<b>16,173,620</b>	<b>17,188,440</b>	<b>6.27%</b>

**City of Hopkins  
General Fund Expenditure Budget  
For the Year Ending December 31, 2023**

**PRELIMINARY  
September 6, 2022**

<b>Department</b>	<b>2022 Budget</b>	<b>2023 Budget</b>	<b>% Increase (Decrease)</b>
City Council	104,699	105,851	1.10%
Administrative Services	912,950	1,020,031	11.73%
Finance	462,665	488,794	5.65%
Legal	225,000	225,000	0.00%
Municipal Building	380,901	380,832	-0.02%
Assessing	244,158	256,089	4.89%
City Clerk	219,803	245,466	11.68%
Inspections	904,960	1,062,119	17.37%
Police	6,417,543	6,958,766	8.43%
Fire	1,616,824	1,633,390	1.02%
Public Works	3,509,559	3,632,027	3.49%
Recreation	295,475	306,993	3.90%
Activity Center	466,388	486,192	4.25%
Planning & Zoning	204,784	170,842	-16.57%
Community Development	118,711	126,848	6.85%
Tuition Reimbursement	19,200	19,200	0.00%
Contingency	50,000	50,000	0.00%
Transfer to Other Funds	20,000	20,000	0.00%
<b>Total Expenditures</b>	<b>16,173,620</b>	<b>17,188,440</b>	<b>6.27%</b>

**City of Hopkins  
Tax Levy  
For the Year Ending December 31, 2023**

**PRELIMINARY  
September 6, 2022**

<b>Purpose</b>	<b>Actual FY2022</b>	<b>Preliminary FY2023</b>	<b>% Increase (Decrease)</b>
General Operations			
General Fund	13,219,739	13,935,781	5.42%
Capital Levy	50,000	-	-100.00%
Arts Center	339,317	347,697	2.47%
Pavilion Fund	418,000	340,000	-18.66%
Equipment Replacement	-	250,000	100.00%
Permanent Improvement	110,000	-	100.00%
Total General Operations	<u>14,137,056</u>	<u>14,873,478</u>	5.21%
Debt Levy	4,003,044	3,892,746	-2.76%
Total Levy	<u><u>18,140,100</u></u>	<u><u>18,766,224</u></u>	3.45%



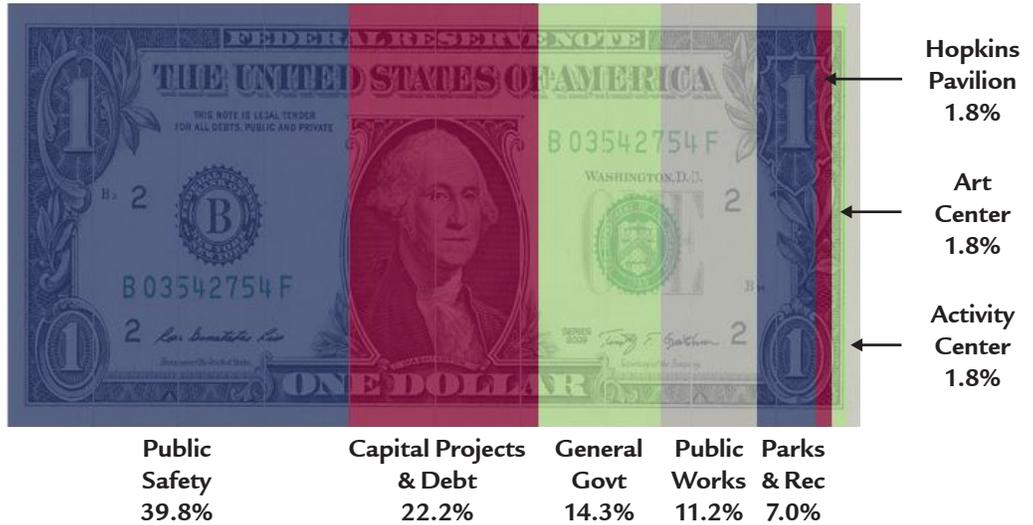
# City of Hopkins

## 2023 BUDGET/TAX SNAPSHOT

### 2023 PROPOSED TAX LEVY

On September 6, 2022 City Council adopted a 2023 proposed tax levy of \$18,766,224 or a 3.45 percent increase from 2022. **The City Council will meet and discuss the proposed tax levy throughout the fall.**

The final levy adopted in December must be at or lower than this amount. The levy provides for the continuation of outstanding customer service by City workers, exceptional police and fire protection and helps maintain a vibrant, authentic downtown.



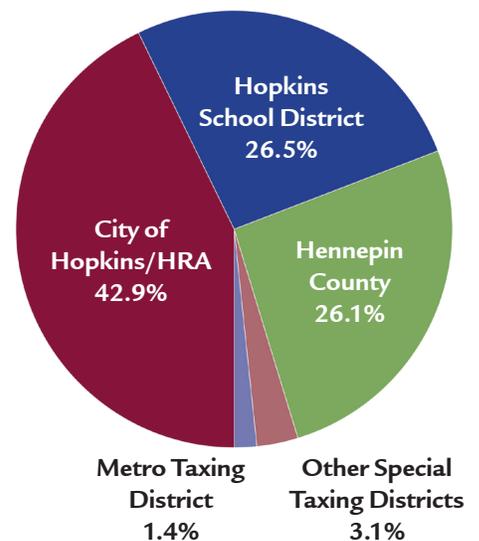
The tax levy supports the services listed in the chart to the right:

### PROPERTY TAX OVERVIEW

The City portion of your property taxes may go up or down at a different rate than the City's **overall** tax levy. This is due to several factors, including the change in the value of your property and the changes in the values of other properties in Hopkins.

Your property taxes are divided among several taxing entities. In 2022, approximately 43 percent of your taxes went toward City Services and 57 percent to other taxing jurisdictions.

Property Taxes Paid (2022)



### HOW CAN I PARTICIPATE IN THE BUDGET PROCESS?

Public participation is an important part of establishing a budget that meets the needs of our community.

The City previously hosted a budget engagement session on August 15.

The session was recorded and available for viewing on the City's website at [www.hopkinsmn.com/466/City-Budget-Process](http://www.hopkinsmn.com/466/City-Budget-Process).

The Hopkins City Council will hold a public hearing Wednesday, November 30, to give taxpayers the opportunity to comment on the proposed budget and tax levy. Written comments may also be submitted to the City in advance and can be sent to [nbishop@hopkinsmn.com](mailto:nbishop@hopkinsmn.com) or through the City's website at [www.hopkinsmn.com/466/City-Budget-Process](http://www.hopkinsmn.com/466/City-Budget-Process).

City of Hopkins  
2023 Budget Preparation Schedule for City Council

The following table outlines the **tentative** schedule for discussions on important aspects of the City's Budget and American Rescue Plan Act (ARPA) Spending Plan.

Meeting Date	Meeting Type	Subject	Details	
<b>April-July</b>	N/A	Internal Preparations	-2021 Audit Ongoing -Departments Prepare Budgets, Equipment Replacement and Capital Improvement Schedules	
<b>July 12</b>	Work Session	Review 2023 Tax Levy and General Fund Budget	-First Draft	
<b>August 8</b>	Work Session	Review Capital Improvement Plan (CIP) and Equipment Replacement Plan (ERP)	-Equipment Replacement Fund -Park Improvement -Capital Improvement	
<b>August 15</b>	Community Event	Review 2023 Tax Levy and General Fund Budget	-Presentation -Question and Answer Session	
<b>September 6</b>	Regular Meeting	-Approve Preliminary Tax Levy and General Fund Budget -Approve CIP and ERP	-Preliminary Levy must be approved by September 30	-Permanent Improvement Revolving Fund (Street Projects)
<b>October 11</b>	Work Session	Review, Special Revenue Fund Budgets, Enterprise Fund Budgets, Activity Center Budget and Utility Rates	-Water -Storm Sewer -Pavilion -Chemical Assessment -Economic Development -Activity Center	-Sewer -Refuse -Communications -Parking -Depot -Arts Center

September 6, 2022

City of Hopkins  
2023 Budget Preparation Schedule for City Council

<b>Meeting Date</b>	<b>Meeting Type</b>	<b>Subject</b>	<b>Details</b>
<b>November 1</b>	Regular Meeting	Approve Utility Rates	
<b>November 30</b>	Regular Meeting (Wednesday)	Truth in Taxation Hearing	-Overview of 2023 Budget and Tax Levy -Public Comment
<b>December 6</b>	Regular Meeting	Approve Final Budget & Tax Levy	-Final Levy must be approved by December 28

# CITY OF HOPKINS

Hennepin County, Minnesota

## RESOLUTION NO. 2022-056

RESOLUTION APPROVING THE PROPOSED 2023 TAX LEVY, SETTING DEBT SERVICES LEVIES AT LEVELS UNDER THOSE REQUIRED IN THE BOND COVENANTS, APPROVING THE PROPOSED 2023 BUDGET, AND SETTING BUDGET MEETING DATE

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HOPKINS, MINNESOTA,

That the following sums be levied for 2023 upon the taxable property in the City of Hopkins, for the following purposes.

<b><u>General Levy</u></b>	
General	\$14,873,478
<b><u>Special Levies</u></b>	
Debt Levies	
2014A GO Bonds	100,000
2015A GO Street Reconstruction Bonds	255,000
2015B GO Tax Abatement Bonds	125,000
2016A GO Improvement Bonds	102,000
2016B GO Tax Abatement Bonds	37,411
2016C Equipment Certificates	205,000
2017A GO Street Reconstruction Bonds	940,000
2017B GO Tax Abatement Bonds	111,860
2018A GO Equipment Certificates	80,535
2018A GO Improvement Bonds	435,000
2019A GO Bonds	315,000
2019B GO Refunding Bonds	118,300
2020A GO Bonds	194,993
2020B GO Refunding Bonds	322,537
2021A GO Bonds	212,717
2022A GO Bonds	337,393
Subtotal Special Levies	<u>3,982,746</u>
<b>Total Levy</b>	<b><u>\$18,766,224</u></b>

That based upon staff analysis of specials assessments currently levied for Permanent Improvement Bonds, alternative revenue sources for the Capital Improvement Bonds and Equipment Certificates, and available reserves within all debt service funds listed below, that the debt service levies for 2023 for the following issues be levied at amounts less than that provided by the bond covenants.

<b><u>Bond Issue</u></b>	<b><u>Net Debt Service Levy</u></b>
\$1,895,000 G.O. Improvement Bonds of 2014A (B2964)	\$ 100,000
\$4,100,000 G.O. Street Reconstruction bonds of 2015A (B3031)	\$ 255,000
\$4,335,000 G.O. Improvement Bonds of 2016A (B3123)	\$ 102,000
\$1,875,000 G.O. Bonds of 2016C (B3020)	\$ 205,000
\$11,795,000 G.O. Street Reconstruction Bonds of 2017A (B3198)	\$ 940,000
\$3,170,000 G.O. General Obligation Bonds of 2017B	\$ 111,860
\$6,715,000 G.O. Bonds of 2018A (B3024)	\$ 435,000
\$3,285,000 G.O. Tax Abatement Bonds of 2018B (B3023)	\$ 0
\$12,185,000 G.O. Bonds of 2019A (B3025)	\$ 315,000
\$2,015,000 G.O. Refunding Bonds of 2019B (B3026)	\$ 118,300

That the Proposed 2023 General Fund Budget be set at \$17,188,440.

That the budget meeting to discuss the 2023 budget and tax levy be set for November 30, 2022 at 7:00 PM in the City Council Chambers.

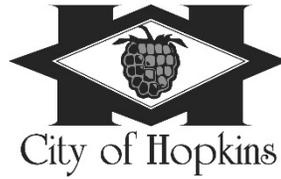
BE IT FURTHER RESOLVED that the City Clerk is hereby ordered and directed to transmit a certified copy of this resolution to the County Auditor of Hennepin County, Minnesota.

Adopted by the City Council of the City of Hopkins this 6<sup>th</sup> day of September 2021.

By \_\_\_\_\_  
Patrick Hanlon, Mayor

ATTEST:

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



**APPROVE PROPOSED 2023 HRA/EDA TAX LEVY**

**Proposed Action**

Staff recommends adoption of the following motion: Move to approve Resolution 2022-055 Approving a proposed 2023 HRA/EDA tax levy.

**Overview**

The City is required to certify a proposed HRA/EDA tax levy and submit it to the county by September 30th. There are levy limits based on 0.01850% of the City’s estimated market value. The market value used for the 2023 Levy is \$2,440,709,800, resulting in a maximum tax levy of \$451,531 which would be an increase of \$60,229 or 15.39% from 2022. The HRA/EDA Levy was set at the maximum allowed in 2018-2020 and lesser amounts in 2021-2022.

Tax Year	Maximum Allowable Levy	HRA/EDA Levy	\$ Increase	% Increase
2018	331,367	331,337	21,137	6.81%
2019	350,154	350,154	18,817	5.68%
2020	367,951	367,951	17,797	5.08%
2021	407,727	378,070	10,119	2.75%
2022	434,750	391,302	13,232	3.50%
2023-Proposed	451,531	451,531	60,229	15.39%

The HRA/EDA Levy is the main revenue source for the City’s Economic Development Fund and plays an important role in the City’s continued efforts for redevelopment. The fund also supports Artstreet, the Arts Center, the Façade Improvement program, and marketing efforts. The HRA/EDA levy is a separate levy and appears on tax statements under Other Taxing Districts.

Staff is recommending that council approve the resolution setting the proposed levy for HRA/EDA operations at \$451,531.

**Supporting Information**

- Resolution 2022-055

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Nick Bishop, Finance Director

**CITY OF HOPKINS**  
**Hennepin County, Minnesota**  
**RESOLUTION NO. 2022-055**

RESOLUTION APPROVING THE  
PROPOSED 2023 HRA/EDA TAX LEVY

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HOPKINS, MINNESOTA,

That the following sum be levied for 2023 upon the taxable property in the City of Hopkins, for the following purposes.

**HRA/EDA Levy**

Housing & Redevelopment Authority Levy

**\$ 451,531**

That the levy is the maximum allowable based on 0.01850% of market value as allowed by law for the City's Economic Development purposes.

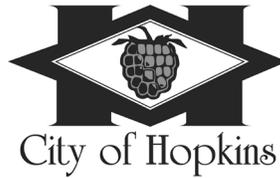
BE IT FURTHER RESOLVED that the City Clerk is hereby ordered and directed to transmit a certified copy of this resolution to the County Auditor of Hennepin County, Minnesota.

Adopted by the City Council of the City of Hopkins this 6<sup>th</sup> day of September 2022.

By \_\_\_\_\_  
Patrick Hanlon, Mayor

ATTEST:

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



**2023-2027 EQUIPMENT REPLACEMENT PLAN (ERP)**

**Proposed Action**

Staff recommends adoption of the following motion: Move to adopt the 2023-2027 Equipment Replacement Plan.

**Overview**

The equipment replacement plan is a detailed summary of the next five years projected equipment purchases. General and Special Revenue (except Arts Center) fund equipment items are placed in the Equipment Replacement Fund budget which derives its revenues from service charges to the General and Special Revenue funds, tax levy, equipment sales and interest earnings. The Arts Center and Enterprise fund equipment in the plan is placed in the individual fund budgets, in the year in which the equipment is to be purchased.

Approval of the 2023-2027 ERP allows staff to begin preparation for their purchase. Items that fall under the Minnesota Statutes Uniform Bidding/Contracting Laws will require further approval by the council before their purchase.

Staff is recommending adoption of the plan.

**Primary Issues to Consider**

- Does adoption of the ERP mean projects will be implemented?  
Adoption of the motion will authorize staff to prepare for purchases scheduled in 2023. Years 2024-2027 serve as a long-range plan and purchases are not authorized by approving the plan. Appropriate notifications would also be made for those projects that have funding implications.
- Are funds available for all projects?  
The plan outlines funding implications if all projects are implemented. Necessary funding changes have been anticipated as part of this plan, and are recommended therein. All equipment scheduled for 2023 is funded.

**Supporting Information**

- Overview of Equipment Replacement Fund
- 2023-2027 Equipment Replacement Plan Summary

Nick Bishop, CPA  
Finance Director

Financial Impact: \$ as provided in plan Budgeted: Y/N Y Source: Various  
Related Documents (CIP, ERP, etc.): ERP Notes: \_\_\_\_\_

## Equipment Replacement Fund

This fund accounts for the purchase of machinery and equipment. In 2023 purchases will be funded through equipment charges, tax levy, the issuance of equipment certificates (debt) and transfers in. Equipment charges are billed to various City departments and are over 99% in the General Fund.

In 2023, the Equipment Replacement Fund has projected revenues of \$1,307,210, including transfers in of \$220,564. The projected expenditures are \$1,763,945. Major purchases proposed for 2022 include, portable radios (\$290,000), police records management system (\$200,000) and a log truck (\$163,600). The fund is projected to decrease its net position by \$429,735 and end 2023 with a net position of \$560,917. The fund will rebound and end 2024 with a fund balance of \$990,652.

<b>Equipment Replacement Fund - Projected Cash Flows</b>		
	2023	2024
Beginning Fund Balance	990,652	560,917
<b>Revenues &amp; Other Financing Sources</b>		
Tax Levy	250,000	250,000
Equipment Charges	709,940	752,536
Sale of Equipment	35,000	35,000
Interest Earnings	9,906	5,609
Equipment Certificates (Bonds)	81,800	318,100
Transfer In	220,564	-
<b>Total Revenue &amp; Other Financing Sources</b>	<b>1,307,210</b>	<b>1,361,245</b>
<b>Expenditures &amp; Other Financing Uses</b>		
Current Expenditures	35,600	35,956
<b>Capital Projects</b>		
Community Services - Activity Center	-	-
Community Services - Information Technology	416,085	255,954
Fire Vehicles & Equipment	156,000	-
Police Vehicles & Equipment	948,160	311,500
Public Works: Parks/Forestry	117,200	10,000
Public Works: Streets/Traffic	63,900	318,100
<b>Total Expenditures and Other Financing Sources</b>	<b>1,736,945</b>	<b>931,510</b>
<b>Increase (Decrease) in Fund Balance</b>	<b>(429,735)</b>	<b>429,735</b>
<b>Projected Ending Fund Balance</b>	<b>560,917</b>	<b>990,652</b>

City of Hopkins, MN - ERP  
**EQUIPMENT REPLACEMENT PLAN**  
**2023 thru 2027**

**PROJECTS BY YEAR**

<b>Project Name</b>	<b>Department</b>	<b>Project #</b>	<b>Priority</b>	<b>Project Cost</b>
<b>2023</b>				
CH - Network Server	Comm Svcs - IT	01-ERP-0003	n/a	26,250
Telephone System	Comm Svcs - IT	01-ERP-0004	n/a	89,600
Computers	Comm Svcs - IT	01-ERP-0006	n/a	36,465
Network Infrastructure Upgrade - Fiber	Comm Svcs - IT	01-ERP-0009	n/a	60,000
Backup Server	Comm Svcs - IT	01-ERP-0015	n/a	72,120
IT - Office 365	Comm Svcs - IT	01-ERP-0017	n/a	44,000
IT - Patching Automation Software	Comm Svcs - IT	01-ERP-0020	1	33,000
IT - Windows 10 Enterprise Upgrade	Comm Svcs - IT	01-ERP-0022	n/a	42,000
PD - Network Server	Comm Svcs - IT	01-ERP-0211	n/a	26,250
Extrication Tool (1)	Fire	01-ERP-0109	n/a	38,000
Fire - Lucus Device	Fire	01-ERP-0127	n/a	18,000
Fire - Station Alerting System	Fire	01-ERP-0131	n/a	100,000
Marked Patrol Vehicles (7)	Police	01-ERP-0200	n/a	120,000
Tactical Ballistic Vests / Helmets - SWAT	Police	01-ERP-0214	3	81,160
Police - Portable Radios	Police	01-ERP-0215	n/a	290,000
Taser Replacement	Police	01-ERP-0217	n/a	140,000
Building Video Server	Police	01-ERP-0218	n/a	22,000
Records Management System	Police	01-ERP-0221	n/a	200,000
Police Equipment	Police	01-ERP-0227	n/a	25,000
Administrative Vehicles	Police	01-ERP-0228	n/a	70,000
1/2 Ton Pickup Truck	Public Works: Parks/Forestry	01-ERP-0800	n/a	35,400
Log Truck	Public Works: Parks/Forestry	01-ERP-0804	n/a	163,600
4x4 1/2 Ton Pickup with Plow	Public Works: Streets/Traffic	01-ERP-0300	n/a	28,900
Streets/Parks Supervisor Vehicle	Public Works: Streets/Traffic	01-ERP-0322	1	35,000
Utilities Supervisor Vehicle	Water	01-ERP-0510	n/a	35,000
<b>Total for 2023</b>				<b>1,831,745</b>
<b>2024</b>				
Art Center Jaycee Studio Audio Visual	Comm Svcs - Arts Center	01-ERP-1105	n/a	13,500
CH - Network Server	Comm Svcs - IT	01-ERP-0003	n/a	27,037
Computers	Comm Svcs - IT	01-ERP-0006	n/a	37,559
Core Network Switch	Comm Svcs - IT	01-ERP-0012	n/a	20,000
IT - Office 365	Comm Svcs - IT	01-ERP-0017	n/a	45,320
IT - Patching Automation Software	Comm Svcs - IT	01-ERP-0020	1	36,000
IT - Windows 10 Enterprise Upgrade	Comm Svcs - IT	01-ERP-0022	n/a	63,000
PD - Network Server	Comm Svcs - IT	01-ERP-0211	n/a	27,038
Pavilion - Floor Scrubber	Pavilion	01-ERP-1003	n/a	11,600
Marked Patrol Vehicles (7)	Police	01-ERP-0200	n/a	120,000
Squad Car Camera Systems	Police	01-ERP-0212	n/a	70,000
Squad Computers	Police	01-ERP-0220	n/a	90,000
Administrative Vehicles	Police	01-ERP-0228	n/a	35,000
Trailer Flatbed	Public Works: Parks/Forestry	01-ERP-0814	n/a	10,000
1 Ton Dump Truck (2)	Public Works: Streets/Traffic	01-ERP-0303	n/a	49,500
Front End Loaders (2)	Public Works: Streets/Traffic	01-ERP-0308	n/a	268,600

<b>Project Name</b>	<b>Department</b>	<b>Project #</b>	<b>Priority</b>	<b>Project Cost</b>
Generator (2)	Sewer	01-ERP-0555	n/a	43,000
<b>Total for 2024</b>				967,154
<b>2025</b>				
Art Center Floor Scrubber	Comm Svcs - Arts Center	01-ERP-1109	n/a	10,800
CH - Network Server	Comm Svcs - IT	01-ERP-0003	n/a	27,849
Financial Software - Various Depts. Computers	Comm Svcs - IT	01-ERP-0005	n/a	315,000
Network Infrastructure Upgrade - Fiber	Comm Svcs - IT	01-ERP-0006	n/a	38,686
Distribution Network Switches	Comm Svcs - IT	01-ERP-0009	n/a	70,000
IT - Office 365	Comm Svcs - IT	01-ERP-0014	n/a	57,000
IT - Patching Automation Software	Comm Svcs - IT	01-ERP-0017	n/a	46,680
IT - Windows 10 Enterprise Upgrade	Comm Svcs - IT	01-ERP-0020	1	40,000
PD - Network Server	Comm Svcs - IT	01-ERP-0022	n/a	43,260
Electronic Inspections Processing	Comm Svcs - IT	01-ERP-0211	n/a	27,849
Self Contained Breathing Apparatus (SCBA) (45)	Community Services	01-ERP-0052	2	16,231
Thermal Imaging Camera (2)	Fire	01-ERP-0108	n/a	300,000
Fire Radios - Portable and Mobile Devices	Fire	01-ERP-0112	n/a	18,600
Marked Patrol Vehicles (7)	Fire	01-ERP-0125	n/a	455,000
Sergeant's Vehicle	Police	01-ERP-0200	n/a	120,000
1 Ton Traffic Boom Truck	Police	01-ERP-0201	n/a	65,000
Refuse Truck (RAP-R) (2)	Public Works: Streets/Traffic	01-ERP-0304	n/a	136,400
	Refuse	01-ERP-0900	n/a	275,200
<b>Total for 2025</b>				2,063,555
<b>2026</b>				
Activity Center - Floor Scrubber	Comm Svcs - Activity Center	01-ERP-0035	n/a	6,700
CH - Network Server	Comm Svcs - IT	01-ERP-0003	n/a	28,684
Computers	Comm Svcs - IT	01-ERP-0006	n/a	39,847
Backup Server	Comm Svcs - IT	01-ERP-0015	n/a	78,808
IT - Office 365	Comm Svcs - IT	01-ERP-0017	n/a	48,080
IT - Patching Automation Software	Comm Svcs - IT	01-ERP-0020	1	40,000
IT - Windows 10 Enterprise Upgrade	Comm Svcs - IT	01-ERP-0022	n/a	44,558
IT - Sandbox Security Appliance	Comm Svcs - IT	01-ERP-0024	n/a	45,000
PD - Network Server	Comm Svcs - IT	01-ERP-0211	n/a	28,684
Emergency Preparedness Sirens	Fire	01-ERP-0113	n/a	38,500
Pavilion Ice Resurfacers	Pavilion	01-ERP-1000	n/a	165,000
Pavilion - Electric Ice Edger	Pavilion	01-ERP-1001	n/a	8,900
Pavilion Arena Scoreboard	Pavilion	01-ERP-1002	n/a	12,000
Marked Patrol Vehicles (7)	Police	01-ERP-0200	n/a	130,000
PSO / Parking Enforcement Vehicle	Police	01-ERP-0202	n/a	65,000
PSO - Utility 4x4	Police	01-ERP-0203	n/a	86,100
Building Video Server	Police	01-ERP-0218	n/a	25,000
Police Equipment	Police	01-ERP-0227	n/a	25,000
4X4 3/4 Ton Truck	Public Works: Bldg/Equip Serv	01-ERP-0710	n/a	42,100
Riding Mowers (2)	Public Works: Parks/Forestry	01-ERP-0808	1	17,700
Toolcat	Public Works: Parks/Forestry	01-ERP-0816	n/a	80,200
Sign Machine (Traffic)	Public Works: Streets/Traffic	01-ERP-0317	n/a	18,100
3/4 Ton Utility Truck	Sewer	01-ERP-0551	n/a	45,200
3/4 Ton Utility Truck	Water	01-ERP-0501	n/a	46,900
<b>Total for 2026</b>				1,166,061
<b>2027</b>				
CH - Network Server	Comm Svcs - IT	01-ERP-0003	n/a	29,545
Computers	Comm Svcs - IT	01-ERP-0006	n/a	41,042

<b>Project Name</b>	<b>Department</b>	<b>Project #</b>	<b>Priority</b>	<b>Project Cost</b>
IT - Office 365	Comm Svcs - IT	01-ERP-0017	n/a	49,522
IT - Patching Automation Software	Comm Svcs - IT	01-ERP-0020	1	40,000
IT - Windows 10 Enterprise Upgrade	Comm Svcs - IT	01-ERP-0022	n/a	45,895
PD - Network Server	Comm Svcs - IT	01-ERP-0211	n/a	29,545
Tele-Squirt (Engine 2)	Fire	01-ERP-0100	n/a	1,000,000
Fire Pumper (Engine 3)	Fire	01-ERP-0101	n/a	900,000
Thermal Imaging Camera (2)	Fire	01-ERP-0112	n/a	20,000
Floor Scrubber	Fire	01-ERP-0114	n/a	20,300
Marked Patrol Vehicles (7)	Police	01-ERP-0200	n/a	130,000
Taser Replacement	Police	01-ERP-0217	n/a	90,041
PW - Truck Scan Kit	Public Works: Bldg/Equip Serv	01-ERP-0714	1	14,143
Trucksters (3)	Public Works: Parks/Forestry	01-ERP-0807	n/a	17,140
4X4 3/4 Ton Truck with Plow	Public Works: Streets/Traffic	01-ERP-0301	n/a	38,500
Front End Loaders (2)	Public Works: Streets/Traffic	01-ERP-0308	n/a	268,000
3/4 Ton Truck	Water	01-ERP-0500	n/a	36,000
Water Treatment Plant	Water	01-ERP-0509	1	134,392
<b>Total for 2027</b>				2,904,065
<b>GRAND TOTAL</b>				8,932,580

City of Hopkins, MN - ERP  
***EQUIPMENT REPLACEMENT PLAN***  
**2023 thru 2027**

**DEPARTMENT SUMMARY**

<b>Department</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>Total</b>
Comm Svcs - Activity Center				6,700		6,700
Comm Svcs - Arts Center		13,500	10,800			24,300
Comm Svcs - IT	429,685	255,954	666,324	353,661	235,549	1,941,173
Community Services			16,231			16,231
Fire	156,000		773,600	38,500	1,940,300	2,908,400
Pavilion		11,600		185,900		197,500
Police	948,160	315,000	185,000	331,100	220,041	1,999,301
Public Works: Bldg/Equip Serv				42,100	14,143	56,243
Public Works: Parks/Forestry	199,000	10,000		97,900	17,140	324,040
Public Works: Streets/Traffic	63,900	318,100	136,400	18,100	306,500	843,000
Refuse			275,200			275,200
Sewer		43,000		45,200		88,200
Water	35,000			46,900	170,392	252,292
<b>TOTAL</b>	<b>1,831,745</b>	<b>967,154</b>	<b>2,063,555</b>	<b>1,166,061</b>	<b>2,904,065</b>	<b>8,932,580</b>

City of Hopkins, MN - ERP  
**EQUIPMENT REPLACEMENT PLAN**  
 2023 thru 2027

**PROJECTS BY DEPARTMENT**

Department	Project #	Priority	2023	2024	2025	2026	2027	Total
<b>Comm Svcs - Activity Center</b>								
Activity Center - Floor Scrubber	01-ERP-0035	n/a				6,700		6,700
<b>Comm Svcs - Activity Center Total</b>						<b>6,700</b>		<b>6,700</b>
<b>Comm Svcs - Arts Center</b>								
Art Center Jaycee Studio Audio Visual	01-ERP-1105	n/a		13,500				13,500
Art Center Floor Scrubber	01-ERP-1109	n/a			10,800			10,800
<b>Comm Svcs - Arts Center Total</b>				<b>13,500</b>	<b>10,800</b>			<b>24,300</b>
<b>Comm Svcs - IT</b>								
Network Infrastructure Upgrade - Fiber	01-ERP-0009	n/a	60,000		70,000			130,000
IT - Sandbox Security Appliance	01-ERP-0024	n/a				45,000		45,000
IT - Windows 10 Enterprise Upgrade	01-ERP-0022	n/a	42,000	63,000	43,260	44,558	45,895	238,713
IT - Patching Automation Software	01-ERP-0020	1	33,000	36,000	40,000	40,000	40,000	189,000
IT - Office 365	01-ERP-0017	n/a	44,000	45,320	46,680	48,080	49,522	233,602
Backup Server	01-ERP-0015	n/a	72,120			78,808		150,928
Core Network Switch	01-ERP-0012	n/a		20,000				20,000
PD - Network Server	01-ERP-0211	n/a	26,250	27,038	27,849	28,684	29,545	139,366
Computers	01-ERP-0006	n/a	36,465	37,559	38,686	39,847	41,042	193,599
Financial Software - Various Depts.	01-ERP-0005	n/a			315,000			315,000
Telephone System	01-ERP-0004	n/a	89,600					89,600
CH - Network Server	01-ERP-0003	n/a	26,250	27,037	27,849	28,684	29,545	139,365
Distribution Network Switches	01-ERP-0014	n/a			57,000			57,000
<b>Comm Svcs - IT Total</b>			<b>429,685</b>	<b>255,954</b>	<b>666,324</b>	<b>353,661</b>	<b>235,549</b>	<b>1,941,173</b>
<b>Community Services</b>								
Electronic Inspections Processing	01-ERP-0052	2			16,231			16,231
<b>Community Services Total</b>					<b>16,231</b>			<b>16,231</b>
<b>Fire</b>								
Floor Scrubber	01-ERP-0114	n/a					20,300	20,300
Fire - Station Alerting System	01-ERP-0131	n/a	100,000					100,000
Tele-Squirt (Engine 2)	01-ERP-0100	n/a					1,000,000	1,000,000
Fire Radios - Portable and Mobile Devices	01-ERP-0125	n/a			455,000			455,000
Emergency Preparedness Sirens	01-ERP-0113	n/a				38,500		38,500
Thermal Imaging Camera (2)	01-ERP-0112	n/a			18,600		20,000	38,600
Extrication Tool (1)	01-ERP-0109	n/a	38,000					38,000
Self Contained Breathing Apparatus (SCBA) (45)	01-ERP-0108	n/a			300,000			300,000
Fire Pumper (Engine 3)	01-ERP-0101	n/a					900,000	900,000
Fire - Lucus Device	01-ERP-0127	n/a	18,000					18,000
<b>Fire Total</b>			<b>156,000</b>		<b>773,600</b>	<b>38,500</b>	<b>1,940,300</b>	<b>2,908,400</b>

Department	Project #	Priority	2023	2024	2025	2026	2027	Total
<b>Pavilion</b>								
Pavilion Ice Resurfacers	01-ERP-1000	n/a				165,000		165,000
Pavilion - Electric Ice Edger	01-ERP-1001	n/a				8,900		8,900
Pavilion Arena Scoreboard	01-ERP-1002	n/a				12,000		12,000
Pavilion - Floor Scrubber	01-ERP-1003	n/a		11,600				11,600
<b>Pavilion Total</b>				<b>11,600</b>		<b>185,900</b>		<b>197,500</b>
<b>Police</b>								
Sergeant's Vehicle	01-ERP-0201	n/a			65,000			65,000
PSO / Parking Enforcement Vehicle	01-ERP-0202	n/a				65,000		65,000
Squad Computers	01-ERP-0220	n/a		90,000				90,000
Marked Patrol Vehicles (7)	01-ERP-0200	n/a	120,000	120,000	120,000	130,000	130,000	620,000
Administrative Vehicles	01-ERP-0228	n/a	70,000	35,000				105,000
Records Management System	01-ERP-0221	n/a	200,000					200,000
Building Video Server	01-ERP-0218	n/a	22,000			25,000		47,000
Taser Replacement	01-ERP-0217	n/a	140,000				90,041	230,041
Police - Portable Radios	01-ERP-0215	n/a	290,000					290,000
Tactical Ballistic Vests / Helmets - SWAT	01-ERP-0214	3	81,160					81,160
Squad Car Camera Systems	01-ERP-0212	n/a		70,000				70,000
PSO - Utility 4x4	01-ERP-0203	n/a				86,100		86,100
Police Equipment	01-ERP-0227	n/a	25,000			25,000		50,000
<b>Police Total</b>			<b>948,160</b>	<b>315,000</b>	<b>185,000</b>	<b>331,100</b>	<b>220,041</b>	<b>1,999,301</b>
<b>Public Works: Bldg/Equip Serv</b>								
4X4 3/4 Ton Truck	01-ERP-0710	n/a				42,100		42,100
PW - Truck Scan Kit	01-ERP-0714	1					14,143	14,143
<b>Public Works: Bldg/Equip Serv Total</b>						<b>42,100</b>	<b>14,143</b>	<b>56,243</b>
<b>Public Works: Parks/Forestry</b>								
Trucksters (3)	01-ERP-0807	n/a					17,140	17,140
Riding Mowers (2)	01-ERP-0808	1				17,700		17,700
Toolcat	01-ERP-0816	n/a				80,200		80,200
Log Truck	01-ERP-0804	n/a	163,600					163,600
1/2 Ton Pickup Truck	01-ERP-0800	n/a	35,400					35,400
Trailer Flatbed	01-ERP-0814	n/a		10,000				10,000
<b>Public Works: Parks/Forestry Total</b>			<b>199,000</b>	<b>10,000</b>		<b>97,900</b>	<b>17,140</b>	<b>324,040</b>
<b>Public Works: Streets/Traffic</b>								
Front End Loaders (2)	01-ERP-0308	n/a		268,600			268,000	536,600
Sign Machine (Traffic)	01-ERP-0317	n/a				18,100		18,100
1 Ton Traffic Boom Truck	01-ERP-0304	n/a			136,400			136,400
1 Ton Dump Truck (2)	01-ERP-0303	n/a		49,500				49,500
4X4 3/4 Ton Truck with Plow	01-ERP-0301	n/a					38,500	38,500
4x4 1/2 Ton Pickup with Plow	01-ERP-0300	n/a	28,900					28,900
Streets/Parks Supervisor Vehicle	01-ERP-0322	1	35,000					35,000
<b>Public Works: Streets/Traffic Total</b>			<b>63,900</b>	<b>318,100</b>	<b>136,400</b>	<b>18,100</b>	<b>306,500</b>	<b>843,000</b>
<b>Refuse</b>								
Refuse Truck (RAP-R) (2)	01-ERP-0900	n/a			275,200			275,200
<b>Refuse Total</b>					<b>275,200</b>			<b>275,200</b>

Department	Project #	Priority	2023	2024	2025	2026	2027	Total
<b>Sewer</b>								
3/4 Ton Utility Truck	01-ERP-0551	n/a				45,200		45,200
Generator (2)	01-ERP-0555	n/a		43,000				43,000
<b>Sewer Total</b>				<b>43,000</b>		<b>45,200</b>		<b>88,200</b>
<b>Water</b>								
Utilities Supervisor Vehicle	01-ERP-0510	n/a	35,000					35,000
3/4 Ton Truck	01-ERP-0500	n/a					36,000	36,000
3/4 Ton Utility Truck	01-ERP-0501	n/a				46,900		46,900
Water Treatment Plant	01-ERP-0509	1					134,392	134,392
<b>Water Total</b>			<b>35,000</b>			<b>46,900</b>	<b>170,392</b>	<b>252,292</b>
<b>GRAND TOTAL</b>			<b>1,831,745</b>	<b>967,154</b>	<b>2,063,555</b>	<b>1,166,061</b>	<b>2,904,065</b>	<b>8,932,580</b>

City of Hopkins, MN - ERP  
*EQUIPMENT REPLACEMENT PLAN*  
 2023 thru 2027

**FUNDING SOURCE SUMMARY**

<b>Source</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>Total</b>
AC - Arts Center Fund		13,500	10,800			24,300
Equipment Replacement Fund	1,701,345	895,554	1,777,555	888,061	2,733,673	7,996,188
PA - Pavilion Fund		11,600		185,900		197,500
PKG - Parking Fund		3,500				3,500
RF - Refuse Fund	81,800		275,200			357,000
SF - Sanitary Sewer Fund	24,300	43,000		45,200		112,500
WF - Water Fund	24,300			46,900	170,392	241,592
<b>GRAND TOTAL</b>	<b>1,831,745</b>	<b>967,154</b>	<b>2,063,555</b>	<b>1,166,061</b>	<b>2,904,065</b>	<b>8,932,580</b>

City of Hopkins, MN - ERP  
**EQUIPMENT REPLACEMENT PLAN**  
**2023 thru 2027**

**PROJECTS BY FUNDING SOURCE**

Source	Project #	Priority	2023	2024	2025	2026	2027	Total
<b>AC - Arts Center Fund</b>								
Art Center Jaycee Studio Audio Visual	01-ERP-1105	n/a		13,500				13,500
Art Center Floor Scrubber	01-ERP-1109	n/a			10,800			10,800
<b>AC - Arts Center Fund Total</b>				<b>13,500</b>	<b>10,800</b>			<b>24,300</b>
<b>Equipment Replacement Fund</b>								
CH - Network Server	01-ERP-0003	n/a	26,250	27,037	27,849	28,684	29,545	139,365
Telephone System	01-ERP-0004	n/a	76,000					76,000
Financial Software - Various Depts.	01-ERP-0005	n/a			315,000			315,000
Computers	01-ERP-0006	n/a	36,465	37,559	38,686	39,847	41,042	193,599
Network Infrastructure Upgrade - Fiber	01-ERP-0009	n/a	60,000		70,000			130,000
Core Network Switch	01-ERP-0012	n/a		20,000				20,000
Distribution Network Switches	01-ERP-0014	n/a			57,000			57,000
Backup Server	01-ERP-0015	n/a	72,120			78,808		150,928
IT - Office 365	01-ERP-0017	n/a	44,000	45,320	46,680	48,080	49,522	233,602
IT - Patching Automation Software	01-ERP-0020	1	33,000	36,000	40,000	40,000	40,000	189,000
IT - Windows 10 Enterprise Upgrade	01-ERP-0022	n/a	42,000	63,000	43,260	44,558	45,895	238,713
IT - Sandbox Security Appliance	01-ERP-0024	n/a				45,000		45,000
Activity Center - Floor Scrubber	01-ERP-0035	n/a				6,700		6,700
Electronic Inspections Processing	01-ERP-0052	2			16,231			16,231
Tele-Squirt (Engine 2)	01-ERP-0100	n/a					1,000,000	1,000,000
Fire Pumper (Engine 3)	01-ERP-0101	n/a					900,000	900,000
Self Contained Breathing Apparatus (SCBA) (45)	01-ERP-0108	n/a			300,000			300,000
Extrication Tool (1)	01-ERP-0109	n/a	38,000					38,000
Thermal Imaging Camera (2)	01-ERP-0112	n/a			18,600		20,000	38,600
Emergency Preparedness Sirens	01-ERP-0113	n/a				38,500		38,500
Floor Scrubber	01-ERP-0114	n/a					20,300	20,300
Fire Radios - Portable and Mobile Devices	01-ERP-0125	n/a			455,000			455,000
Fire - Lucus Device	01-ERP-0127	n/a	18,000					18,000
Fire - Station Alerting System	01-ERP-0131	n/a	100,000					100,000
Marked Patrol Vehicles (7)	01-ERP-0200	n/a	120,000	120,000	120,000	130,000	130,000	620,000
Sergeant's Vehicle	01-ERP-0201	n/a			65,000			65,000
PSO / Parking Enforcement Vehicle	01-ERP-0202	n/a				65,000		65,000
PSO - Utility 4x4	01-ERP-0203	n/a				86,100		86,100
PD - Network Server	01-ERP-0211	n/a	26,250	27,038	27,849	28,684	29,545	139,366
Squad Car Camera Systems	01-ERP-0212	n/a		66,500				66,500
Tactical Ballistic Vests / Helmets - SWAT	01-ERP-0214	3	81,160					81,160
Police - Portable Radios	01-ERP-0215	n/a	290,000					290,000
Taser Replacement	01-ERP-0217	n/a	140,000				90,041	230,041
Building Video Server	01-ERP-0218	n/a	22,000			25,000		47,000
Squad Computers	01-ERP-0220	n/a		90,000				90,000
Records Management System	01-ERP-0221	n/a	200,000					200,000
Police Equipment	01-ERP-0227	n/a	25,000			25,000		50,000
Administrative Vehicles	01-ERP-0228	n/a	70,000	35,000				105,000

Source	Project #	Priority	2023	2024	2025	2026	2027	Total
4x4 1/2 Ton Pickup with Plow	01-ERP-0300	n/a	28,900					28,900
4X4 3/4 Ton Truck with Plow	01-ERP-0301	n/a					38,500	38,500
1 Ton Dump Truck (2)	01-ERP-0303	n/a		49,500				49,500
1 Ton Traffic Boom Truck	01-ERP-0304	n/a			136,400			136,400
Front End Loaders (2)	01-ERP-0308	n/a		268,600			268,000	536,600
Sign Machine (Traffic)	01-ERP-0317	n/a				18,100		18,100
Streets/Parks Supervisor Vehicle	01-ERP-0322	1	35,000					35,000
4X4 3/4 Ton Truck	01-ERP-0710	n/a				42,100		42,100
PW - Truck Scan Kit	01-ERP-0714	1					14,143	14,143
1/2 Ton Pickup Truck	01-ERP-0800	n/a	35,400					35,400
Log Truck	01-ERP-0804	n/a	81,800					81,800
Trucksters (3)	01-ERP-0807	n/a					17,140	17,140
Riding Mowers (2)	01-ERP-0808	1				17,700		17,700
Trailer Flatbed	01-ERP-0814	n/a		10,000				10,000
Toolcat	01-ERP-0816	n/a				80,200		80,200
<b>Equipment Replacement Fund Total</b>			<b>1,701,345</b>	<b>895,554</b>	<b>1,777,555</b>	<b>888,061</b>	<b>2,733,673</b>	<b>7,996,188</b>

### PA - Pavilion Fund

Pavilion Ice Resurfacer	01-ERP-1000	n/a				165,000		165,000
Pavilion - Electric Ice Edger	01-ERP-1001	n/a				8,900		8,900
Pavilion Arena Scoreboard	01-ERP-1002	n/a				12,000		12,000
Pavilion - Floor Scrubber	01-ERP-1003	n/a		11,600				11,600
<b>PA - Pavilion Fund Total</b>				<b>11,600</b>		<b>185,900</b>		<b>197,500</b>

### PKG - Parking Fund

Squad Car Camera Systems	01-ERP-0212	n/a		3,500				3,500
<b>PKG - Parking Fund Total</b>				<b>3,500</b>				<b>3,500</b>

### RF - Refuse Fund

Log Truck	01-ERP-0804	n/a	81,800					81,800
Refuse Truck (RAP-R) (2)	01-ERP-0900	n/a			275,200			275,200
<b>RF - Refuse Fund Total</b>			<b>81,800</b>		<b>275,200</b>			<b>357,000</b>

### SF - Sanitary Sewer Fund

Telephone System	01-ERP-0004	n/a	6,800					6,800
Utilities Supervisor Vehicle	01-ERP-0510	n/a	17,500					17,500
3/4 Ton Utility Truck	01-ERP-0551	n/a				45,200		45,200
Generator (2)	01-ERP-0555	n/a		43,000				43,000
<b>SF - Sanitary Sewer Fund Total</b>			<b>24,300</b>	<b>43,000</b>		<b>45,200</b>		<b>112,500</b>

### WF - Water Fund

Telephone System	01-ERP-0004	n/a	6,800					6,800
3/4 Ton Truck	01-ERP-0500	n/a					36,000	36,000
3/4 Ton Utility Truck	01-ERP-0501	n/a				46,900		46,900
Water Treatment Plant	01-ERP-0509	1					134,392	134,392
Utilities Supervisor Vehicle	01-ERP-0510	n/a	17,500					17,500

Source	Project #	Priority	2023	2024	2025	2026	2027	Total
WF - Water Fund Total			24,300			46,900	170,392	241,592
<b>GRAND TOTAL</b>			1,831,745	967,154	2,063,555	1,166,061	2,904,065	8,932,580



## Park Improvement Fund

The main sources of revenue for park improvements are franchise fees and park dedication fees. Annually, the City receives approximately \$305,000 in gas and electric franchise fees that can be used for any purpose. Park dedication fees are received from developers as land is platted for development. They can provide a significant source of revenue for the fund, but are also uncertain and outside the direct control of the City. Their use is limited to acquisition, development or improvement activities. The City has received \$348,000 of park dedication fees in 2022.

In 2023, the Park Improvement Fund has projected revenues of \$1,951,468 and projected expenditures of \$180,000. The fund is projected to increase its fund balance by \$1,771,468 and end 2023 with a fund balance of \$2,618,245.

Debt service transfers for Burnes Park Bonds of \$50,000 have been added since the August 8, 2022 work session.

<b>Park Improvement Fund - Projected Cash Flows</b>		
	2023	2024
Beginning Fund Balance	846,777	2,618,245
Revenues & Other Financing Sources		
Franchise Fees	305,000	305,000
Park Dedication Fees	1,638,000	-
Interest Earnings	8,468	26,682
Total Revenue & Other Financing Sources	1,951,468	331,682
Expenditures & Other Financing Uses		
Current Expenditures	15,000	15,000
Capital Projects		
Shady Oak Beach Improvements	5,000	29,700
Central Park Picnic Shelters Rehab	-	60,000
Central Park East Play Equipment Replacement	-	100,000
Improve Courts at Oakes and Cottageville Park	-	190,000
Repair Valley Park Basketball Court	-	70,000
Debt Service Transfers		
Cottageville Park Bonds	110,000	120,000
Burnes Park Bonds	50,000	-
Total Expenditures and Other Financing Sources	180,000	584,700
Increase (Decrease) in Fund Balance	1,771,468	(253,018)
Projected Ending Fund Balance		
Restricted for Park Dedication Costs	2,146,273	2,067,736
Committed for Park Improvements & Maintenance	471,972	297,491
Total Projected Ending Fund Balance	2,618,245	2,365,227

## Capital Improvement Fund

This fund accounts for capital improvements at the Activity Center, City Hall/Police Station, Fire Station, Public Work Building and portions of the Arts Center (new for 2024). Its two funding sources are franchise fees from gas and electric utilities and a property tax levy.

In 2023, the Capital Improvement Fund has projected revenues of \$790,140 and projected expenditures of \$360,000. The fund is projected to increase its fund balance by \$430,140 and end 2023 with a fund balance of \$529,169. The increase in fund balance and transfer in of general fund surplus will allow for projects to be completed in 2024.

<b>Capital Improvement Fund - Projected Cash Flows</b>		
	2023	2024
Beginning Fund Balance	99,029	529,169
<b>Revenues &amp; Other Financing Sources</b>		
Tax Levy	-	-
Franchise Fees	361,500	361,500
Interest Earnings	990	5,360
Transfer In	427,650	-
<b>Total Revenue &amp; Other Financing Sources</b>	<b>790,140</b>	<b>366,860</b>
<b>Expenditures &amp; Other Financing Uses</b>		
Current Expenditures		
Capital Projects		
Activity Center - Raspberry Room Roof Replacement	-	80,000
Activity Center - Lower Roof Replacement	-	80,000
Activity Center - Tuckpointing & Repair of Brick	-	120,000
Arts Center - Roof Replacement (50% of Cost)	-	75,000
Fire Station - Replace 25 Ton AHU	-	82,000
Debt Service Transfers - City Hall	360,000	360,000
<b>Total Expenditures and Other Financing Sources</b>	<b>360,000</b>	<b>797,000</b>
<b>Increase (Decrease) in Fund Balance</b>	<b>430,140</b>	<b>(430,140)</b>
<b>Projected Ending Fund Balance</b>	<b>529,169</b>	<b>99,029</b>

## Permanent Improvement Revolving Fund

The Permanent Improvement Revolving Fund is used to account for street improvements, which can include streets, walkways, trails, traffic signs, traffic signals, vehicular parking and street lighting. The primary funding sources are debt and special assessments. Previous projects have received grants or funding from other governmental entities.

In, 2023, the Permanent Improvement Revolving Fund is projected to receive \$3,975,000 of bond proceeds. The major expenditures of the fund are the West Central Avenues street reconstruction project and a mill and overlay projects on 11th Ave S and Lot 700. All the underlying utilities are replaced during each street reconstruction project and related costs and bond proceeds are recorded in those funds.

The fund also includes street lighting upgrades in the Central Business District and 11th Ave S. The project cannot be funded through bonds or special assessments. In the 2023 Proposed Levy the upgrades are funded with a transfer in of general fund surplus.

This proposal delays the start of the Central Avenues street reconstruction project by one year to 2025. The process of evaluating the pavement condition of all city streets will be completed in 2022 and results available before a decision needs to be made.

<b>Permanent Improvement Revolving - Projected Cash Flows</b>		
	2023	2024
Beginning Fund Balance	410,167	909,269
<b>Revenues &amp; Other Financing Sources</b>		
Tax Levy	-	240,000
Special Assessments (Prepaid)	210,000	-
Interest Earnings	4,102	4,143
Bond Proceeds	3,975,000	-
Transfer In	290,000	-
<b>Total Revenue &amp; Other Financing Sources</b>	<b>4,479,102</b>	<b>244,143</b>
<b>Expenditures &amp; Other Financing Uses</b>		
<b>Capital Projects</b>		
West Central Avenues	3,220,000	-
Central Avenues (2025-2027)	-	-
Pedestrian & Bicycle Access Improvements	25,000	25,000
Street Rehabilitation (Mill & Overlay)	425,000	450,000
Street Sign Management	20,000	20,000
Street Lighting Upgrades	190,000	40,000
Central Business District Lighting Upgrades	100,000	200,000
<b>Total Expenditures and Other Financing Sources</b>	<b>3,980,000</b>	<b>735,000</b>
<b>Increase (Decrease) in Fund Balance</b>	<b>499,102</b>	<b>(490,857)</b>
<b>Projected Ending Fund Balance</b>	<b>909,269</b>	<b>418,412</b>

## **Pavilion Requests**

The Pavilion Fund request is to replace the indoor turf system for \$120,000. The current turf was purchased in 1998 with an expected useful life of 15 years. It is showing signs of wear and needs replacement.

The Pavilion Fund budget is currently being completed. The operating budget may not be able to fund this projects. Staff is proposing using General Fund Surplus as a funding source

City of Hopkins, MN - CIP  
**CAPITAL IMPROVEMENT PLAN**  
**2023 thru 2027**

**PROJECTS BY YEAR**

<b>Project Name</b>	<b>Department</b>	<b>Project #</b>	<b>Priority</b>	<b>Project Cost</b>
<b>2023</b>				
Arts Center - Outdoor Signage/lighting	Comm Svcs - Arts Center	19-CIP-AR002	2	25,000
Arts Center - Key Card Exterior & Interior Access	Comm Svcs - Arts Center	19-CIP-AR005	2	10,000
Pavilion - Indoor Turf System Replacement	Pavilion	19-CIP-PV330	2	120,000
Residential Street Improvements and Utilities	Public Works: Streets/Traffic	01-CIP-S101	n/a	6,493,000
Pedestrian & Bicycle Access Improvements	Public Works: Streets/Traffic	13-CIP-S040	n/a	25,000
Street Rehabilitation Improvements	Public Works: Streets/Traffic	16-CIP-S041	n/a	425,000
Street Sign Management	Public Works: Streets/Traffic	16-CIP-S042	n/a	20,000
Central Business District Lighting Upgrades	Public Works: Streets/Traffic	20-CIP-S001	n/a	100,000
City Street Lighting Upgrades	Public Works: Streets/Traffic	20-CIP-S002	n/a	190,000
Storm Drainage System Maintenance - Alley Repairs	Public Works: Utilities	01-CIP-U002	n/a	26,000
Sewer Lining	Public Works: Utilities	18-CIP-U016	2	55,000
Shady Oak Beach Improvements	Recreation	16-CIP-R003	3	15,000
<b>Total for 2023</b>				<b>7,504,000</b>
<b>2024</b>				
Activity Center - Raspberry Room Roof Replacement	Comm Svcs - Activity Center	08-CIP-AC024	n/a	80,000
Activity Center - Lower Roof Replacement	Comm Svcs - Activity Center	09-CIP-AC031	n/a	80,000
Activity Center - Tuckpointing & Repair of Brick	Comm Svcs - Activity Center	22-CIP-AC052	2	120,000
Arts Center - Outdoor Signage/lighting	Comm Svcs - Arts Center	19-CIP-AR002	2	10,000
Arts Center - Key Card Exterior & Interior Access	Comm Svcs - Arts Center	19-CIP-AR005	2	10,000
Arts Center - Roof Replacement	Comm Svcs - Arts Center	19-CIP-AR007	2	150,000
Fire Station: Replace 25 Ton AHU	Fire	08-CIP-B121	n/a	82,000
Pavilion - Arena Exit Door Replacement	Pavilion	20-CIP-PV334	3	105,000
Pavilion - Water Heater Replacement	Pavilion	22-CIP-PV335	n/a	38,000
Improve Courts at Oakes Park and Cottageville Park	Public Works: Parks	13-CIP-P044	n/a	190,000
Central Park Picnic Shelters Rehab	Public Works: Parks	20-CIP-P071	n/a	60,000
Central Park East Play Equipment Replacement	Public Works: Parks	20-CIP-P072	n/a	100,000
Repair Valley Park Basketball Court	Public Works: Parks	21-CIP-P073	n/a	70,000
Residential Street Improvements and Utilities	Public Works: Streets/Traffic	01-CIP-S101	n/a	0
Pedestrian & Bicycle Access Improvements	Public Works: Streets/Traffic	13-CIP-S040	n/a	25,000
Street Rehabilitation Improvements	Public Works: Streets/Traffic	16-CIP-S041	n/a	450,000
Street Sign Management	Public Works: Streets/Traffic	16-CIP-S042	n/a	20,000
Central Business District Lighting Upgrades	Public Works: Streets/Traffic	20-CIP-S001	n/a	40,000
City Street Lighting Upgrades	Public Works: Streets/Traffic	20-CIP-S002	n/a	200,000
Storm Drainage System Maintenance - Alley Repairs	Public Works: Utilities	01-CIP-U002	n/a	27,000
Sewer Lining	Public Works: Utilities	18-CIP-U016	2	60,000
Shady Oak Beach Improvements	Recreation	16-CIP-R003	3	90,000
<b>Total for 2024</b>				<b>2,007,000</b>
<b>2025</b>				
Arts Center - Key Card Exterior & Interior Access	Comm Svcs - Arts Center	19-CIP-AR005	2	10,000
Pavilion - Mezzanine Flooring Replacement	Pavilion	20-CIP-PV333	3	90,000
City Hall Police Station Rooftop	Police	08-CIP-PD215	n/a	240,000

<b>Project Name</b>	<b>Department</b>	<b>Project #</b>	<b>Priority</b>	<b>Project Cost</b>
Repair Burnes Park Tennis Courts	Public Works: Parks	21-CIP-P074	n/a	130,000
Residential Street Improvements and Utilities	Public Works: Streets/Traffic	01-CIP-S101	n/a	7,843,000
Pedestrian & Bicycle Access Improvements	Public Works: Streets/Traffic	13-CIP-S040	n/a	100,000
Street Rehabilitation Improvements	Public Works: Streets/Traffic	16-CIP-S041	n/a	475,000
Street Sign Management	Public Works: Streets/Traffic	16-CIP-S042	n/a	20,000
City Street Lighting Upgrades	Public Works: Streets/Traffic	20-CIP-S002	n/a	90,000
Storm Drainage System Maintenance - Alley Repairs	Public Works: Utilities	01-CIP-U002	n/a	28,000
Sewer Lining	Public Works: Utilities	18-CIP-U016	2	65,000
Shady Oak Beach Improvements	Recreation	16-CIP-R003	3	20,000
<b>Total for 2025</b>				<b>9,111,000</b>

**2026**

Council Chambers HVAC Unit	City Hall Administration	09-CIP-CH032	n/a	15,000
Arts Center - Key Card Exterior & Interior Access	Comm Svcs - Arts Center	19-CIP-AR005	2	10,000
Public Works - Replace Overhead Doors	Public Works: Bldg/Equip Serv	08-CIP-B023	n/a	90,000
Undercarriage Wash System	Public Works: Bldg/Equip Serv	22-CIP-B102	3	70,000
Repair Play Courts-Interlachen, Elmo & Park Valley	Public Works: Parks	21-CIP-P075	n/a	120,000
Residential Street Improvements and Utilities	Public Works: Streets/Traffic	01-CIP-S101	n/a	7,854,000
Pedestrian & Bicycle Access Improvements	Public Works: Streets/Traffic	13-CIP-S040	n/a	25,000
Street Rehabilitation Improvements	Public Works: Streets/Traffic	16-CIP-S041	n/a	500,000
Street Sign Management	Public Works: Streets/Traffic	16-CIP-S042	n/a	20,000
City Street Lighting Upgrades	Public Works: Streets/Traffic	20-CIP-S002	n/a	225,000
Storm Drainage System Maintenance - Alley Repairs	Public Works: Utilities	01-CIP-U002	n/a	29,000
Sewer Lining	Public Works: Utilities	18-CIP-U016	2	75,000
Shady Oak Beach Improvements	Recreation	16-CIP-R003	3	10,000
<b>Total for 2026</b>				<b>9,043,000</b>

**2027**

City Hall AC Rooftop Units	City Hall Administration	09-CIP-CH035	n/a	50,000
Arts Center - Paint Theatre	Comm Svcs - Arts Center	14-CIP-AR003	2	28,000
Arts Center - Key Card Exterior & Interior Access	Comm Svcs - Arts Center	19-CIP-AR005	2	10,000
Burnes Park - Tennis Courts Reconstruction	Public Works: Parks	13-CIP-P049	n/a	180,000
Residential Street Improvements and Utilities	Public Works: Streets/Traffic	01-CIP-S101	n/a	7,869,000
County Road 3	Public Works: Streets/Traffic	01-CIP-S104	n/a	2,300,000
Pedestrian & Bicycle Access Improvements	Public Works: Streets/Traffic	13-CIP-S040	n/a	25,000
Street Rehabilitation Improvements	Public Works: Streets/Traffic	16-CIP-S041	n/a	550,000
Street Sign Management	Public Works: Streets/Traffic	16-CIP-S042	n/a	20,000
City Street Lighting Upgrades	Public Works: Streets/Traffic	20-CIP-S002	n/a	60,000
Minnetonka Mills/5th St N Signal Replacement	Public Works: Streets/Traffic	20-CIP-S005	5	600,000
Storm Drainage System Maintenance - Alley Repairs	Public Works: Utilities	01-CIP-U002	n/a	30,000
Sewer Lining	Public Works: Utilities	18-CIP-U016	2	75,000
Trunk Water Main Rehabilitation	Public Works: Utilities	19-CIP-U017	2	5,000,000
Shady Oak Beach Improvements	Recreation	16-CIP-R003	3	10,000
<b>Total for 2027</b>				<b>16,807,000</b>

**GRAND TOTAL**

**44,472,000**

City of Hopkins, MN - CIP  
**CAPITAL IMPROVEMENT PLAN**  
**2023 thru 2027**

**DEPARTMENT SUMMARY**

<b>Department</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>Total</b>
City Hall Administration				15,000	50,000	65,000
Comm Svcs - Activity Center		280,000				280,000
Comm Svcs - Arts Center	35,000	170,000	10,000	10,000	38,000	263,000
Fire		82,000				82,000
Pavilion	120,000	143,000	90,000			353,000
Police			240,000			240,000
Public Works: Bldg/Equip Serv				160,000		160,000
Public Works: Parks		420,000	130,000	120,000	180,000	850,000
Public Works: Streets/Traffic	7,253,000	735,000	8,528,000	8,624,000	11,424,000	36,564,000
Public Works: Utilities	81,000	87,000	93,000	104,000	5,105,000	5,470,000
Recreation	15,000	90,000	20,000	10,000	10,000	145,000
<b>TOTAL</b>	<b>7,504,000</b>	<b>2,007,000</b>	<b>9,111,000</b>	<b>9,043,000</b>	<b>16,807,000</b>	<b>44,472,000</b>

City of Hopkins, MN - CIP  
**CAPITAL IMPROVEMENT PLAN**  
 2023 thru 2027

**PROJECTS BY DEPARTMENT**

Department	Project #	Priority	2023	2024	2025	2026	2027	Total
<b>City Hall Administration</b>								
City Hall AC Rooftop Units	09-CIP-CH035	n/a					50,000	50,000
Council Chambers HVAC Unit	09-CIP-CH032	n/a				15,000		15,000
<b>City Hall Administration Total</b>						<b>15,000</b>	<b>50,000</b>	<b>65,000</b>
<b>Comm Svcs - Activity Center</b>								
Activity Center - Raspberry Room Roof Replacement	08-CIP-AC024	n/a		80,000				80,000
Activity Center - Lower Roof Replacement	09-CIP-AC031	n/a		80,000				80,000
Activity Center - Tuckpointing & Repair of Brick	22-CIP-AC052	2		120,000				120,000
<b>Comm Svcs - Activity Center Total</b>				<b>280,000</b>				<b>280,000</b>
<b>Comm Svcs - Arts Center</b>								
Arts Center - Roof Replacement	19-CIP-AR007	2		150,000				150,000
Arts Center - Paint Theatre	14-CIP-AR003	2					28,000	28,000
Arts Center - Outdoor Signage/lighting	19-CIP-AR002	2	25,000	10,000				35,000
Arts Center - Key Card Exterior & Interior Access	19-CIP-AR005	2	10,000	10,000	10,000	10,000	10,000	50,000
<b>Comm Svcs - Arts Center Total</b>			<b>35,000</b>	<b>170,000</b>	<b>10,000</b>	<b>10,000</b>	<b>38,000</b>	<b>263,000</b>
<b>Fire</b>								
Fire Station: Replace 25 Ton AHU	08-CIP-B121	n/a		82,000				82,000
<b>Fire Total</b>				<b>82,000</b>				<b>82,000</b>
<b>Pavilion</b>								
Pavilion - Mezzanine Flooring Replacement	20-CIP-PV333	3			90,000			90,000
Pavilion - Arena Exit Door Replacement	20-CIP-PV334	3		105,000				105,000
Pavilion - Water Heater Replacement	22-CIP-PV335	n/a		38,000				38,000
Pavilion - Indoor Turf System Replacement	19-CIP-PV330	2	120,000					120,000
<b>Pavilion Total</b>			<b>120,000</b>	<b>143,000</b>	<b>90,000</b>			<b>353,000</b>
<b>Police</b>								
City Hall Police Station Rooftop	08-CIP-PD215	n/a			240,000			240,000
<b>Police Total</b>					<b>240,000</b>			<b>240,000</b>
<b>Public Works: Bldg/Equip Serv</b>								
Public Works - Replace Overhead Doors	08-CIP-B023	n/a				90,000		90,000
Undercarriage Wash System	22-CIP-B102	3				70,000		70,000
<b>Public Works: Bldg/Equip Serv Total</b>						<b>160,000</b>		<b>160,000</b>
<b>Public Works: Parks</b>								
Burnes Park - Tennis Courts Reconstruction	13-CIP-P049	n/a					180,000	180,000

Department	Project #	Priority	2023	2024	2025	2026	2027	Total
Central Park Picnic Shelters Rehab	20-CIP-P071	n/a		60,000				60,000
Central Park East Play Equipment Replacement	20-CIP-P072	n/a		100,000				100,000
Repair Valley Park Basketball Court	21-CIP-P073	n/a		70,000				70,000
Repair Burnes Park Tennis Courts	21-CIP-P074	n/a			130,000			130,000
Repair Play Courts-Interlachen, Elmo & Park Valley	21-CIP-P075	n/a				120,000		120,000
Improve Courts at Oakes Park and Cottageville Park	13-CIP-P044	n/a		190,000				190,000
<b>Public Works: Parks Total</b>				<b>420,000</b>	<b>130,000</b>	<b>120,000</b>	<b>180,000</b>	<b>850,000</b>
<b>Public Works: Streets/Traffic</b>								
Pedestrian & Bicycle Access Improvements	13-CIP-S040	n/a	25,000	25,000	100,000	25,000	25,000	200,000
Minnetonka Mills/5th St N Signal Replacement	20-CIP-S005	5					600,000	600,000
City Street Lighting Upgrades	20-CIP-S002	n/a	190,000	200,000	90,000	225,000	60,000	765,000
Central Business District Lighting Upgrades	20-CIP-S001	n/a	100,000	40,000				140,000
Street Rehabilitation Improvements	16-CIP-S041	n/a	425,000	450,000	475,000	500,000	550,000	2,400,000
County Road 3	01-CIP-S104	n/a					2,300,000	2,300,000
Residential Street Improvements and Utilities	01-CIP-S101	n/a	6,493,000	0	7,843,000	7,854,000	7,869,000	30,059,000
Street Sign Management	16-CIP-S042	n/a	20,000	20,000	20,000	20,000	20,000	100,000
<b>Public Works: Streets/Traffic Total</b>			<b>7,253,000</b>	<b>735,000</b>	<b>8,528,000</b>	<b>8,624,000</b>	<b>11,424,000</b>	<b>36,564,000</b>
<b>Public Works: Utilities</b>								
Storm Drainage System Maintenance - Alley Repairs	01-CIP-U002	n/a	26,000	27,000	28,000	29,000	30,000	140,000
Sewer Lining	18-CIP-U016	2	55,000	60,000	65,000	75,000	75,000	330,000
Trunk Water Main Rehabilitation	19-CIP-U017	2					5,000,000	5,000,000
<b>Public Works: Utilities Total</b>			<b>81,000</b>	<b>87,000</b>	<b>93,000</b>	<b>104,000</b>	<b>5,105,000</b>	<b>5,470,000</b>
<b>Recreation</b>								
Shady Oak Beach Improvements	16-CIP-R003	3	15,000	90,000	20,000	10,000	10,000	145,000
<b>Recreation Total</b>			<b>15,000</b>	<b>90,000</b>	<b>20,000</b>	<b>10,000</b>	<b>10,000</b>	<b>145,000</b>
<b>GRAND TOTAL</b>			<b>7,504,000</b>	<b>2,007,000</b>	<b>9,111,000</b>	<b>9,043,000</b>	<b>16,807,000</b>	<b>44,472,000</b>

City of Hopkins, MN - CIP  
**CAPITAL IMPROVEMENT PLAN**  
**2023 thru 2027**

**FUNDING SOURCE SUMMARY**

<b>Source</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>Total</b>
AC - Arts Center Fund	35,000	95,000	10,000	10,000	38,000	188,000
CI - Capital Improvement Fund		437,000	240,000	103,000	50,000	830,000
GU - Other Governmental Units	10,000	60,300	13,400	6,700	1,606,700	1,697,100
MS - Municipal State Aid Streets					700,000	700,000
PA - Pavilion Fund	120,000	143,000	90,000			353,000
PDF- Park Dedication Fund	5,000	449,700	136,600	123,300	183,300	897,900
PI - PIR/General Obligation Bonds	2,930,000	735,000	3,685,000	3,781,000	4,271,000	15,402,000
RF - Refuse Fund				18,000		18,000
SA - Special Assessment	1,050,000	0	1,046,000	1,046,000	1,046,000	4,188,000
SF - Sanitary Sewer Fund	1,418,000	60,000	1,653,000	1,681,000	1,663,000	6,475,000
SU - Storm Sewer Fund	506,000	27,000	652,000	671,000	664,000	2,520,000
WF - Water Fund	1,430,000	0	1,585,000	1,603,000	6,585,000	11,203,000
<b>GRAND TOTAL</b>	<b>7,504,000</b>	<b>2,007,000</b>	<b>9,111,000</b>	<b>9,043,000</b>	<b>16,807,000</b>	<b>44,472,000</b>

City of Hopkins, MN - CIP  
**CAPITAL IMPROVEMENT PLAN**  
 2023 thru 2027

**PROJECTS BY FUNDING SOURCE**

Source	Project #	Priority	2023	2024	2025	2026	2027	Total
<b>AC - Arts Center Fund</b>								
Arts Center - Paint Theatre	14-CIP-AR003	2					28,000	28,000
Arts Center - Outdoor Signage/lighting	19-CIP-AR002	2	25,000	10,000				35,000
Arts Center - Key Card Exterior & Interior Access	19-CIP-AR005	2	10,000	10,000	10,000	10,000	10,000	50,000
Arts Center - Roof Replacement	19-CIP-AR007	2		75,000				75,000
<b>AC - Arts Center Fund Total</b>			<b>35,000</b>	<b>95,000</b>	<b>10,000</b>	<b>10,000</b>	<b>38,000</b>	<b>188,000</b>
<b>CI - Capital Improvement Fund</b>								
Activity Center - Raspberry Room Roof Replacement	08-CIP-AC024	n/a		80,000				80,000
Public Works - Replace Overhead Doors	08-CIP-B023	n/a				18,000		18,000
Fire Station: Replace 25 Ton AHU	08-CIP-B121	n/a		82,000				82,000
City Hall Police Station Rooftop	08-CIP-PD215	n/a			240,000			240,000
Activity Center - Lower Roof Replacement	09-CIP-AC031	n/a		80,000				80,000
Council Chambers HVAC Unit	09-CIP-CH032	n/a				15,000		15,000
City Hall AC Rooftop Units	09-CIP-CH035	n/a					50,000	50,000
Arts Center - Roof Replacement	19-CIP-AR007	2		75,000				75,000
Activity Center - Tuckpointing & Repair of Brick	22-CIP-AC052	2		120,000				120,000
Undercarriage Wash System	22-CIP-B102	3				70,000		70,000
<b>CI - Capital Improvement Fund Total</b>				<b>437,000</b>	<b>240,000</b>	<b>103,000</b>	<b>50,000</b>	<b>830,000</b>
<b>GU - Other Governmental Units</b>								
County Road 3	01-CIP-S104	n/a					1,600,000	1,600,000
Shady Oak Beach Improvements	16-CIP-R003	3	10,000	60,300	13,400	6,700	6,700	97,100
<b>GU - Other Governmental Units Total</b>			<b>10,000</b>	<b>60,300</b>	<b>13,400</b>	<b>6,700</b>	<b>1,606,700</b>	<b>1,697,100</b>
<b>MS - Municipal State Aid Streets</b>								
County Road 3	01-CIP-S104	n/a					700,000	700,000
<b>MS - Municipal State Aid Streets Total</b>							<b>700,000</b>	<b>700,000</b>
<b>PA - Pavilion Fund</b>								
Pavilion - Indoor Turf System Replacement	19-CIP-PV330	2	120,000					120,000
Pavilion - Mezzanine Flooring Replacement	20-CIP-PV333	3			90,000			90,000
Pavilion - Arena Exit Door Replacement	20-CIP-PV334	3		105,000				105,000
Pavilion - Water Heater Replacement	22-CIP-PV335	n/a		38,000				38,000
<b>PA - Pavilion Fund Total</b>			<b>120,000</b>	<b>143,000</b>	<b>90,000</b>			<b>353,000</b>
<b>PDF- Park Dedication Fund</b>								
Improve Courts at Oakes Park and Cottageville Park	13-CIP-P044	n/a		190,000				190,000

Source	Project #	Priority	2023	2024	2025	2026	2027	Total
Burnes Park - Tennis Courts Reconstruction	13-CIP-P049	n/a					180,000	180,000
Shady Oak Beach Improvements	16-CIP-R003	3	5,000	29,700	6,600	3,300	3,300	47,900
Central Park Picnic Shelters Rehab	20-CIP-P071	n/a		60,000				60,000
Central Park East Play Equipment Replacement	20-CIP-P072	n/a		100,000				100,000
Repair Valley Park Basketball Court	21-CIP-P073	n/a		70,000				70,000
Repair Burnes Park Tennis Courts	21-CIP-P074	n/a			130,000			130,000
Repair Play Courts-Interlachen, Elmo & Park Valley	21-CIP-P075	n/a				120,000		120,000

**PDF- Park Dedication Fund Total**

<b>5,000</b>	<b>449,700</b>	<b>136,600</b>	<b>123,300</b>	<b>183,300</b>	<b>897,900</b>
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**PI - PIR/General Obligation Bonds**

Residential Street Improvements and Utilities	01-CIP-S101	n/a	2,170,000	0	3,000,000	3,011,000	3,026,000	11,207,000
Pedestrian & Bicycle Access Improvements	13-CIP-S040	n/a	25,000	25,000	100,000	25,000	25,000	200,000
Street Rehabilitation Improvements	16-CIP-S041	n/a	425,000	450,000	475,000	500,000	550,000	2,400,000
Street Sign Management	16-CIP-S042	n/a	20,000	20,000	20,000	20,000	20,000	100,000
Central Business District Lighting Upgrades	20-CIP-S001	n/a	100,000	40,000				140,000
City Street Lighting Upgrades	20-CIP-S002	n/a	190,000	200,000	90,000	225,000	60,000	765,000
Minnnetonka Mills/5th St N Signal Replacement	20-CIP-S005	5					590,000	590,000

**PI - PIR/General Obligation Bonds Total**

<b>2,930,000</b>	<b>735,000</b>	<b>3,685,000</b>	<b>3,781,000</b>	<b>4,271,000</b>	<b>15,402,000</b>
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**RF - Refuse Fund**

Public Works - Replace Overhead Doors	08-CIP-B023	n/a				18,000		18,000
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**RF - Refuse Fund Total**

<b>18,000</b>	<b>18,000</b>
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**SA - Special Assessment**

Residential Street Improvements and Utilities	01-CIP-S101	n/a	1,050,000	0	1,046,000	1,046,000	1,046,000	4,188,000
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**SA - Special Assessment Total**

<b>1,050,000</b>	<b>0</b>	<b>1,046,000</b>	<b>1,046,000</b>	<b>1,046,000</b>	<b>4,188,000</b>
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**SF - Sanitary Sewer Fund**

Residential Street Improvements and Utilities	01-CIP-S101	n/a	1,363,000	0	1,588,000	1,588,000	1,588,000	6,127,000
Public Works - Replace Overhead Doors	08-CIP-B023	n/a				18,000		18,000
Sewer Lining	18-CIP-U016	2	55,000	60,000	65,000	75,000	75,000	330,000

**SF - Sanitary Sewer Fund Total**

<b>1,418,000</b>	<b>60,000</b>	<b>1,653,000</b>	<b>1,681,000</b>	<b>1,663,000</b>	<b>6,475,000</b>
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**SU - Storm Sewer Fund**

Residential Street Improvements and Utilities	01-CIP-S101	n/a	480,000	0	624,000	624,000	624,000	2,352,000
Storm Drainage System Maintenance - Alley Repairs	01-CIP-U002	n/a	26,000	27,000	28,000	29,000	30,000	140,000
Public Works - Replace Overhead Doors	08-CIP-B023	n/a				18,000		18,000
Minnnetonka Mills/5th St N Signal Replacement	20-CIP-S005	5					10,000	10,000

**SU - Storm Sewer Fund Total**

<b>506,000</b>	<b>27,000</b>	<b>652,000</b>	<b>671,000</b>	<b>664,000</b>	<b>2,520,000</b>
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**WF - Water Fund**

Residential Street Improvements and Utilities	01-CIP-S101	n/a	1,430,000	0	1,585,000	1,585,000	1,585,000	6,185,000
Public Works - Replace Overhead Doors	08-CIP-B023	n/a				18,000		18,000
Trunk Water Main Rehabilitation	19-CIP-U017	2					5,000,000	5,000,000

**WF - Water Fund Total**

<b>1,430,000</b>	<b>0</b>	<b>1,585,000</b>	<b>1,603,000</b>	<b>6,585,000</b>	<b>11,203,000</b>
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<b>Source</b>	<b>Project #</b>	<b>Priority</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>Total</b>
			7,504,000	2,007,000	9,111,000	9,043,000	16,807,000	44,472,000