

**HOPKINS CITY COUNCIL  
AGENDA  
Tuesday, February 16, 2021  
7:00 pm**

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

**I. CALL TO ORDER**

**II. ADOPT AGENDA**

**III. PRESENTATIONS**

1. Update on the 23<sup>rd</sup> Annual Empty Bowls Fundraiser; Tarrah Palm
2. Legislative Updates with State Senator Latz and State Representative Youakim; Gadd

**IV. CONSENT AGENDA**

1. Minutes of the February 2, 2021 City Council Regular Meeting Proceedings
2. Minutes of the February 9, 2021 City Council Work Session Proceedings
3. Approval of 2021-2022 Union Contract with Local 49; Lenz

**V. PUBLIC HEARING**

1. 2021 CDBG Program; Youngquist

**VI. OLD BUSINESS**

**VII. NEW BUSINESS**

1. Authorize Sale of \$8,425,000 General Obligation Bonds Series 2021A; Bishop
2. Administration and Community Services Update; Lenz

**VIII. ANNOUNCEMENTS**

- Next Regular City Council Meeting: Tuesday, March 2 at 7:00 p.m.
- Next City Council Work Session: Tuesday, March 9 at 6:30 p.m.

**IX. ADJOURN**

**DUE TO THE COVID-19 HEALTH PANDEMIC, THE CITY COUNCIL'S REGULAR MEETING PLACE IS NOT AVAILABLE TO THE PUBLIC WITHOUT RESERVATIONS IN ADVANCE. MEMBERS OF THE PUBLIC WHO DESIRE TO MONITOR THE MEETING REMOTELY, GIVE INPUT OR TESTIMONY DURING THE MEETING CAN FIND INSTRUCTIONS AT [www.hopkinsmn.com/virtualmeetings](http://www.hopkinsmn.com/virtualmeetings) OR BY CALLING CITY HALL AT 952-548-6302 (DURING NORMAL BUSINESS HOURS 8 AM TO 4:30 PM.)**



**CITY OF HOPKINS**

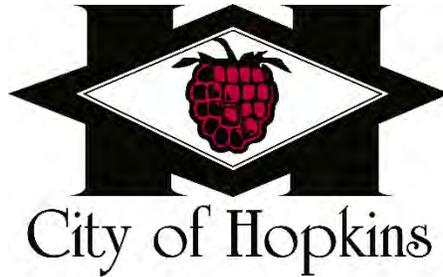
**City Manager**

## **Memorandum**

To: Honorable Mayor and Council Members  
From: Mike Mornson, City Manager  
Date: February 16, 2021  
Subject: Update on the 23<sup>rd</sup> Annual Empty Bowls Fundraiser

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Mayor Gadd will read a Proclamation for the 2021 Empty Bowls Event. Tarrah Palm, Executive Director at ResourceWest, will be in attendance to receive the Proclamation and provide an update on the 23<sup>rd</sup> Annual Empty Bowls Fundraiser for ICA Food Shelf and ResourceWest. The fundraiser will be a virtual community event from March 2 to March 9.



## **Proclamation for the 2021 Empty Bowls Event**

**WHEREAS**, Hopkins local ICA Food Shelf distributed food for over 1 million meals and ResourceWest assisted more than 4,200 people in 2020, and;

**WHEREAS**, Empty Bowls, an international grassroots project to raise money for local food shelves, has raised more than \$1 million in the 22 years of Empty Bowls events in our community, and;

**WHEREAS**, the 23rd annual Empty Bowls event will be going virtual this year from March 2-9 with the goal of raising funds for ICA Food Shelf and ResourceWest. Visit [hopkinsemptymbowls.org](http://hopkinsemptymbowls.org) to donate or bid in the online silent auction, which will also feature specialty food items this year. Stop by ICA Food Shelf during Empty Bowls week to choose community made art and a coupon for a free cup of soup from one of our local restaurants.

**NOW THEREFORE**, I, Jason Gadd, Mayor of the City of Hopkins in the State of Minnesota, do hereby proclaim March 2-9, 2021 to be Empty Bowls Week in the City of Hopkins and urge residents to participate in the Empty Bowls event by making a donation, making a bowl, or volunteering.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Hopkins, Minnesota to be affixed this 16<sup>th</sup> day of February in the year 2021.

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Jason Gadd, Mayor

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
FEBRUARY 2, 2021**

**CALL TO ORDER**

Pursuant to due call and notice thereof a regular meeting of the Hopkins City Council was held on Tuesday, February 2, 2021 at 7:05 p.m. in the Council Chambers at City Hall, 1010 1<sup>st</sup> Street South.

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

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

**ADOPT AGENDA**

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

**Motion** to Adopt the Agenda.

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

**Nays: None. Motion carried.**

**CONSENT AGENDA**

**Motion** by Halverson. **Second** by Hunke.

**Motion** to Approve the Consent Agenda.

1. Minutes of the January 19, 2020 City Council Regular Meeting Proceedings
2. Ratify Checks Issued in January 2021; Bishop

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

**Nays: None. Motion carried.**

**NEW BUSINESS**

**VII.1. Raspberry Ridge II Rezoning, Conditional Use Permit and Site Plan Review; Lindahl**

City Planner Lindahl provided a summary of Council Report 2021-010 for Trellis Community Housing Corporation's request for rezoning, conditional use permit and site plan approvals for the Raspberry Ridge II (formerly the Hopkins Village II) development.

Council Member Beck shared concerns about the bump stops affecting snow removal but supported the project.

Council Member Hunke thanked the applicant for listening to the commission and council concerns throughout the project. He was excited that three bedroom apartments are part of the project but questioned the parking. Mr. Lindahl explained the cross access agreement and easement that is in place for both properties. The parking

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
FEBRUARY 2, 2021**

will be included in the PUD Agreement. Discussion was held about the green components of the project.

Council Member Brausen acknowledged the letters received from residents. He specifically addressed the retail aspect of Mainstreet and his concerns about parking near the homes. He wanted to ensure the City was proactive with residents about the parking and that is addressed before the start of construction. Mr. Lindahl talked about the snow storage and removal plan discussions with the applicant.

Council Member Halverson shared her excitement for the project especially the three bedroom apartments and going forward with the applicant.

Mayor Gadd stated the impact to Mainstreet is key and appreciated the applicant's willingness to tie in retail to Mainstreet. He also appreciated the safe pedestrian crossings that were incorporated.

**Motion** by Halverson. **Second** by Hunke.

**Motion** to adopt Resolution 2021-003 approving the first reading of Ordinance 2021-1163 rezoning the subject property with PID 24-117-22-43-0240 from B-2, Central Business District to B-2, Central Business District with a Planned Unit Development (PUD), subject to conditions.

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

**Nays: None. Motion carried.**

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

**Motion** to adopt Resolution 2021-004 approving a conditional use permit (CUP) allowing a residential use in the B-2, Central Business District on the subject property with PID 24-117-22-43-0240, subject to conditions.

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

**Nays: None. Motion carried.**

Mr. Lindahl alerted City Council of revisions to the Resolution 2021-005 including the removal of three conditions related to trash removal, lighting plan and landscaping.

**Motion** by Beck. **Second** by Halverson.

**Motion** to adopt Resolution 2021-005 approving the site plan for the Raspberry Ridge II Multiple Family Apartment Building on the subject property with PID 24-117-22-43-0240, subject to conditions.

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
FEBRUARY 2, 2021**

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

**VII.2. Police Department Update; Johnson**

Police Chief Johnson provided an overview of community building and engagement methods during the past year along with crime prevention initiatives, new technology and equipment.

Mayor Gadd highlighted how engaged and community focused the department has been and especially over the last year. He wanted to hear more about the internal relationships within the department. Mr. Johnson shared how the department always focuses on the mental and physical health of the officers and staff.

Council Member Brausen talked about the relationships the department has established and stated he is proud of the department's community outreach.

**VII.3. Fire Department Update; Specken**

Fire Chief Specken provided an overview of 2020 Fire Department operations and information on operations in 2021 and into the future.

Council Member Brausen requested that Mr. Specken share more information about the CERT team. Mr. Specken provided information on the team and how they have helped throughout the community. Mr. Brausen commented on the call times for the department. He also recognized the great partnership established between police and fire in Hopkins. Mayor Gadd thanked Mr. Specken for all his leadership during the pandemic. Council Member Halverson also recognized the departments call times and partnerships.

**ANNOUNCEMENTS**

Mayor Gadd stated that the next work session will be on February 9 at 6:30 p.m. and the next regular meeting on February 16 at 7 p.m.

**ADJOURNMENT**

There being no further information to come before the City Council and upon a motion by Brausen, second by Hunke, the meeting was unanimously adjourned at 8:25 p.m.

Respectfully Submitted,  
Amy Domeier, City Clerk

ATTEST:

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Jason Gadd, Mayor

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Amy Domeier, City Clerk

**HOPKINS CITY COUNCIL  
WORK SESSION PROCEEDINGS  
FEBRUARY 9, 2021**

**CALL TO ORDER**

Pursuant to due call and notice thereof a regular meeting of the Hopkins City Council was held on Tuesday, February 9, 2021 at 6:30 p.m. in the Council Chambers at City Hall, 1010 1<sup>st</sup> Street South.

Mayor Gadd called the meeting to order with Council Members Beck, Brausen, Halverson and Hunke attending. Others attending included City Manager Mornson, Assistant City Manager Lenz, Director of Public Works Stadler, Director of Recreation O'Dea and Clerk Domeier.

**RECREATION SERVICES DEPARTMENT UPDATE**

Recreation Services Director O'Dea provided an overview of programming, special events, shady oak beach during 2020 and a look ahead at 2021.

Mayor Gadd thanked Mr. O'Dea and his team for their flexibility and making tough choices during the pandemic. He questioned adding amenities on the trail system due to the high usage. Mr. O'Dea stated that access to restrooms, pet needs and garbage is important so assessing the needs will be assessed going forward. Council Member Beck questioned if the team had a wish list. Mr. O'Dea stated having flexible space to accommodate trends. Discussion ensued regarding programming for 2021 including rec on the go and inclusion opportunities.

**PUBLIC WORKS DEPARTMENT UPDATE**

Director of Public Works Stadler highlighted the upcoming priorities and challenges for each area of the Public Works Department.

Discussion was held about diseased trees and disposal. Council Member Halverson questioned how residents can obtain the explore parks information. Mr. Stadler stated the information is available online, social media, and copies are available at City Hall. Mayor Gadd asked Mr. Stadler to talk more about the equipment maintenance process. Council Member Brausen thanked the department for all their work during festivals and unexpected snowfalls and emergencies. Mr. Brausen requested to talk about the Albert Pike Lodge and Art Center in the future. Discussion was held about organics recycling, street maintenance and the future of Blake Road.

**OTHER**

City Manager Mornson reviewed the possible schedule and items for upcoming agendas. Mayor Gadd stated that the next regular meeting will be on February 16 at 7 p.m.

**HOPKINS CITY COUNCIL  
WORK SESSION PROCEEDINGS  
FEBRUARY 9, 2021**

**ADJOURNMENT**

There being no further information to come before the City Council and upon a motion by Brausen, second by Hunke, the meeting was unanimously adjourned at 7:48 p.m.

Respectfully Submitted,  
Amy Domeier, City Clerk

ATTEST:

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Jason Gadd, Mayor

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Amy Domeier, City Clerk



### **Approval of 2021-2022 Union Contract with Local 49**

**Proposed Action:** Staff recommends the following motions: Move approval of the 2021-2022 Contract with Local 49 Public Works.

This will ratify a two-year contract with Local 49.

#### **Overview**

This union consists of the Public Works employees in the following classifications: Maintenance Worker, Maintenance Lead Worker, Equipment Maintenance Specialist, Utilities Assistant, Utilities Worker, and Utilities Foreman. The union has 23 budgeted positions. These positions are the non-supervisory positions responsible for maintaining the City's infrastructure, equipment and open spaces.

The contract calls for a 2.0% wage increase effective January 1, 2021, and 2.0% increase effective January 1, 2022. Insurance premiums in 2021 increased by 14.9% the Local 49's insurance contributions lagged slightly behind other unions because of the POA arbitration award in 2019 and their contract not having an opener for insurance in 2020. The City has adjusted their contribution to be consistent with the other unions going forward.

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

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

#### **Analysis of Issues**

What other economic issues are included in the new contract?

- We adjusted the master mechanic premium incentive to \$1.50 from \$1.00 per hour.

How does this agreement fit with the 2021 Budget?

The cost of the contract is within the 2021 budget.

#### **Options**

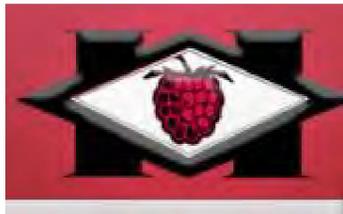
1. Approve the contract.
2. Do not approve the contract. Staff would have to renegotiate the contract.

Staff recommends Options #1.

Ari Lenz, Assistant City Manager

Financial Impact: <u>Approx. \$78,000 (2021)</u> Budgeted Y/N: <u>Y</u> Source: <u>General Fund</u> Notes: Full copy of contract included in the packet.
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**LABOR AGREEMENT**  
**BETWEEN THE**  
**CITY OF HOPKINS**  
**AND**  
**INTERNATIONAL UNION OF OPERATING ENGINEERS**  
**LOCAL No. 49**  
**AFL-CIO**



**January 1, 2021 through December 31, 2022**

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## **ARTICLE 1 PURPOSE OF AGREEMENT**

This AGREEMENT is entered into between the City of Hopkins hereinafter called the EMPLOYER, and Local No. 49, International Union of Operating Engineers, AFL-CIO, hereinafter called the UNION.

The intent and purpose of this AGREEMENT is to:

- 1.1 Establish certain hours, wages, and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application.
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this AGREEMENT.

The EMPLOYER and the UNION, through this AGREEMENT, continue their dedication to the highest quality of public service. Both parties recognize this AGREEMENT as a pledge of this dedication.

## **ARTICLE 2 RECOGNITION**

The EMPLOYER recognizes the UNION as the exclusive representative for all employees in the job classifications listed below who are public employees within the meaning of Minn. Stat. 179A.03, Subdivision 14 excluding supervisory, confidential and all other employees:

Maintenance Worker  
Maintenance Lead Worker  
Equipment Maintenance Specialist  
Utilities Assistant  
Utilities Worker  
Utilities Foreman

## **ARTICLE 3 UNION SECURITY**

- 3.1 The UNION will obtain written authorization from the employee for the deduction from wages of union dues established by the union.
- 3.2 The EMPLOYER shall remit such deduction to the appropriate designated officer of the UNION.
- 3.3 The UNION may designate certain employees from the bargaining unit to act as Stewards and shall inform the EMPLOYER in writing of such choice.

- 3.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

#### **ARTICLE 4 EMPLOYER SECURITY**

- 4.1 The UNION agrees that during the life of this AGREEMENT it will not cause, encourage, participate in or support any strike, slow down, other interruption of or interference with the normal functions of the EMPLOYER.

#### **ARTICLE 5 EMPLOYER AUTHORITY**

- 5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all personnel, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this AGREEMENT.
- 5.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.

#### **ARTICLE 6 EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE**

##### **6.1 DEFINITION OF A GRIEVANCE**

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

##### **6.2 UNION REPRESENTATIVE**

The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated.

##### **6.3 PROCESSING OF A GRIEVANCE**

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the UNION representative shall be

allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided the employee and the UNION representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

#### 6.4 **PROCEDURE**

Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure:

**Step 1.** An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the EMPLOYER. The EMPLOYER-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

**Step 2.** If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

**Step 3.** If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 3 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

**Step 4.** A grievance unresolved in Step 3 and appealed in Step 4 shall be submitted to the Minnesota Bureau of Mediation Services. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days

following the EMPLOYER'S final answer in Step 4. Any grievance not appealed in writing to Step 5 by the UNION within ten (10) calendar days shall be considered waived.

**Step 5.** A grievance unresolved in Step 4 and appealed to Step 5 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The EMPLOYER and the UNION representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the EMPLOYER and the UNION representative are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of a coin.

#### 6.5 **ARBITRATOR'S AUTHORITY**

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

#### 6.6 **WAIVER**

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION.

#### 6.7 **CHOICE OF REMEDY**

If, as a result of the EMPLOYER response in Step 4, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 5 of ARTICLE 6 or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 5 of ARTICLE 6 the grievance is not subject to the arbitration procedure as provided in Step 5 of ARTICLE 6. The aggrieved employee shall indicate in writing which procedure is to be utilized – Step 5 of ARTICLE 6 or another appeal procedure – and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 5 of ARTICLE 6.

### **ARTICLE 7 DEFINITIONS**

- 7.1 **Union:** The International Union of Operating Engineers, Local No. 49, AFL-CIO.
- 7.2 **Employer:** The City of Hopkins.
- 7.3 **Union Member:** A member of the International Union of Operating Engineers, Local No. 49, AFL-CIO.
- 7.4 **Employee:** A member of the exclusively recognized bargaining unit.
- 7.5 **Base Pay Rate:** The employee's hourly pay rate exclusive of longevity or any other special allowance.
- 7.6 **Seniority:** Length of continuous service in any of the job classifications covered by ARTICLE 2 – RECOGNITION. Employees who are promoted from a job classification covered by this AGREEMENT and return to a job classification covered by this AGREEMENT shall have their seniority calculated on their length of service under this AGREEMENT for purposes of promotion, transfer, and lay off and total length of service with the EMPLOYER for other benefits under this AGREEMENT.

- 7.7 **Severance Pay:** Payment made to an employee upon honorable termination of employment.
- 7.8 **Overtime:** Work performed at the express authorization of the EMPLOYER in excess of either eight (8) hours within a twenty-four (24) hour period (except for shift changes) or more than forty (40) hours within a seven (7) day period.
- 7.9 **Call Back:** Return of an employee to a specified work site to perform assigned duties at the express authorization of the EMPLOYER at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call back. An extension of call back in order to perform an additional task does not qualify for a separate call-back compensation unless the employee has already departed from the original call-back.

## **ARTICLE 8 SAVINGS CLAUSE**

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the City of Hopkins. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

## **ARTICLE 9 WORK SCHEDULES**

- 9.1 The sole authority in work schedules is the EMPLOYER. The normal work day for an employee shall be eight (8) hours. The normal work week shall be forty (40) hours Monday through Friday.
- 9.2 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal, or annual basis other than the normal 7:00 am– 3:00 pm day. The EMPLOYER will give seven (7) days advance notice to the employees affected by the establishment of work day's difference from the employee's normal eight (8) hour work day.
- 9.3 For Park's Division employees who are required to flood ice rinks, a three (3) day notice is required.
- 9.4 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an employee working other than the normal work day be scheduled to work more than eight (8) hours, however, each employee has an obligation to work overtime or call back if requested unless unusual circumstances prevent the employee from so working.

- 9.5 Service to the public may require the establishment of regular work weeks that schedule work on Saturdays and/or Sundays.

### **ARTICLE 10 OVERTIME PAY**

- 10.1 Hours worked in excess of eight (8) hours within a twenty-four (24) hour period (except for shift changes) or more than forty (40) hours within a seven (7) day period will be compensated for at one and one-half (1½) times the employee's regular base pay rate.
- 10.2 Overtime will be distributed according to Department/Division with the senior qualified employee having first choice. If additional workers are needed, the senior qualified employee outside of the Department/ Division would have first choice. The EMPLOYER will determine what overtime shall be assigned to which Department or Division. The EMPLOYER will also determine what constitutes a "qualified employee".
- 10.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

### **ARTICLE 11 COMP TIME**

- 11.1 Comp Time may be given instead of overtime pay. The Comp Time must be given at a rate of one and one-half (1½) hours per overtime hour worked.
- 11.2 Comp Time shall be limited to a maximum accrual of forty (40) hours. The use of Comp Time is similar to the use of Vacation and Flex Leave. Employees must request the use of Comp Time from their supervisors.
- 11.3 At the employee's request, Comp Time may be cashed out annually the first full payroll in December.

### **ARTICLE 12 CALL BACK**

An employee called in for work at a time other than the employee's regularly scheduled shift will be compensated for a minimum of three (3) hour's pay at one and one-half (1½) times the employee's base pay rate.

## **ARTICLE 13 LEGAL DEFENSE**

- 13.1 Employees involved in litigation because of negligence, ignorance of laws, non-observance of laws, or as a result of employee judgmental decision may not receive legal defense by the City.
- 13.2 Any employee who is charged with a traffic violation, ordinance violation or criminal offense arising from acts performed within the scope of the employee's employment, when such act is performed in good faith and under direct order of the employee's supervisor, shall be reimbursed for reasonable attorney's fees and court costs actually incurred by such employee in defending against such charge.
- 13.3 Mechanic's Liability: Any decision that is made in good faith by any employee would be supported by the City. Police Officers, for example, are sued based upon actions taken and decisions made. The City and the League of Minnesota Insurance Trust defend against these lawsuits. For an employee not to be defended there would have to be reckless disregard for safety, policies and procedures.

## **ARTICLE 14 RIGHT OF SUBCONTRACT**

Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from subcontracting work performed by employees covered by this AGREEMENT.

## **ARTICLE 15 DISCIPLINE**

- 15.1 The EMPLOYER will discipline employees who have completed the required probationary period only for just cause. During the initial probationary period, an employee may be disciplined without the right of grievance or appeal.
- 15.2 An employee(s) will not be required to participate in an investigatory interview by the EMPLOYER where the information gained from the interview could lead to the discipline of the employee(s) unless the employee(s) is given the opportunity to have the UNION representative and/or a third party present at the interview to act as a witness for the employee(s).
- 15.3 A copy of a written reprimand to any employee covered by this AGREEMENT shall be forwarded to the UNION.

## **ARTICLE 16 SENIORITY**

- 16.1 Seniority will be the determining criterion for transfers, promotions and lay offs only when all job-relevant qualification factors are equal.
- 16.2 Seniority will be the determining criterion for recall when the job-relevant qualification factors are equal. Recall rights under this provision will continue for

twenty-four (24) months after lay off. Recalled employees shall have ten (10) working days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights.

### **ARTICLE 17 PROBATIONARY PERIODS**

- 17.1 All newly hired or rehired employees will serve a one (1) year probationary period.
- 17.2 All employees will serve a six (6) months' probationary period in any job classification in which the employee has not served a probationary period.
- 17.3 At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the EMPLOYER.
- 17.4 At any time during the probationary period a promoted or reassigned employee may be demoted or reassigned to the employee's previous position at the sole discretion of the EMPLOYER.

### **ARTICLE 18 SAFETY**

The EMPLOYER and the UNION agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner.

### **ARTICLE 19 JOB POSTING**

- 19.1 The EMPLOYER and the UNION agree that permanent job vacancies within the designated bargaining unit shall be filled based on the concept of promotion from within provided those applicants:
  - 19.1.1 have the necessary qualifications to meet the standards of the job vacancy; and
  - 19.1.2 have the ability to perform the duties and responsibilities of the job vacancy.
- 19.2 Employees filling a higher job class based on the provisions of this ARTICLE shall be subject to the conditions of ARTICLE 7 (PROBATIONARY PERIOD).
- 19.3 The EMPLOYER has the right of final decision in the selection of employees to fill posted jobs based on qualifications, abilities, and experience.
- 19.4 Job vacancies within the designated bargaining unit will be posted for five (5) working days so that members of the bargaining unit can be considered for such vacancies.

- 19.5 It shall be the policy, whenever vacancies appear in the municipal service for full time positions, to fill such vacancies by promotion of other fully qualified permanent or temporary employees insofar as possible based upon employee qualifications and ability to perform the required duties. If there are two (2) or more such permanent employees in line for such promotion who possess equal qualifications, it shall be the policy to give consideration to the senior employee.
- 19.6 A full-time employee who was laid off could be hired back as a seasonal laborer at their full-time rate of pay. These employees would be eligible for insurance benefits. Benefits would begin thirty (30) days after the first day of the month after they are hired. If the employee is on COBRA, the City would pick up the cost of the insurance until the employee became eligible for insurance benefits. After the employee was laid off again they would be eligible for an additional eighteen (18) months of COBRA.

**ARTICLE 20 INSURANCE**

20.1 Effective January 1, 2021 the EMPLOYER will contribute the following amounts:

	1/1/2021
Single	1,077.59
Employee + Spouse	1,769.63
Employee + Child(ren)	1,756.50
Family	1,801.70

Effective January 1, 2022 the EMPLOYER will contribute the following increase amounts based off the total increase for the most expensive plan (for example, if the total increase for the single plan was \$100, the Employer would pay \$95 towards the increase).

	Employer Contribution	Employee Contribution
Single	95%	5%
Single +1	75%	25%
Single +Children	75%	25%
Family	60%	40%

20.2 Employees with single insurance coverage, who were hired prior to March 1, 2004, will be eligible to commit the difference between single coverage expense and the EMPLOYER contribution to obtain certain mutually agreed appropriate benefits,

such as deferred compensation, additional insurance, or cash. If the benefit is taken as cash, the amount will be reduced by payroll taxes.

- 20.3 Employees who choose to opt out of the City's health insurance program will receive Three Hundred Sixty dollars (\$360.00) to obtain certain mutually agreed appropriate benefits. Employees wishing to opt out must provide proof of insurance coverage through another provider. In lieu of the Three Hundred Sixty dollars (\$360.00), employees hired after January 1, 2008, will receive Fifty dollars (\$50.00) per month if they opt out of the City's health insurance program.
- 20.4 In the event that health insurance provisions fail to meet the requirements of the Affordable Care Act (ACA) and its related regulations or cause the Employer to be subject to penalties, taxes, or fines; Union and Employer will meet immediately to bargain over alternative provisions so as to comply with the ACA to avoid and/or minimize any penalties, taxes, or fines for Employer.

## **ARTICLE 21 WAGES**

- 21.1 The following system provides a method for employees to reach higher wage levels based upon yearly assessments of their job knowledge, qualifications, skills, and performance.

Effective January 1, 2021 Employees wages will be changed to those found in Appendix A-1 Wage Schedule.

Effective January 1, 2022 Employees wages will be changed to those found in Appendix A-1 Wage Schedule.

On the employee's position anniversary date he/she will be eligible for a step increase review. At the review date, the employee may move to the next step or be held at the existing step depending on his/her performance during the year. In the event of a hold, the employee will have a six month period to correct deficiencies.

The City will monitor qualifications and will make every effort to provide opportunities for employees to achieve the necessary training. The attainment of qualifications is the joint responsibility of the employee and the City. An employee, however, will not be held back from a scheduled step increase because of a failure of the City to provide the necessary training.

Performance evaluations shall be conducted in accordance to the City of Hopkins' Performance Appraisal Policy.

- 21.2 Employees will be compensated for premiums as provided in Appendix A-2. Employees will not receive premium license pay for extra licenses which are not required to have as part of their regular duties.

21.3 The Maintenance Worker who is designated as in-charge will be paid the Maintenance Lead Worker Step 7 rate during the hours he or she is in charge.

21.4 SEASONAL/TEMPORARY EMPLOYEES. Employees employed by the EMPLOYER on a seasonal or temporary basis for no more than 120 work days per calendar year either in a full-time or part-time capacity (more than 14 hours per week) will be paid at a rate set by the EMPLOYER which will not exceed 90% of the lowest rate for Utility Locator. Such employees will not be eligible for any benefits under this Labor Agreement between the City of Hopkins and Local 49 except those which may be required by law.

## **ARTICLE 22 HOLIDAYS**

22.1 Paid holidays will include those ten (10) officially established under Minnesota Statutes 645.44, except Columbus Day:

- New Years Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- July 4<sup>th</sup>
- Veterans Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Plus, the Friday following Thanksgiving

22.2 Regular holidays are those for which all full-time probationary or regular employees are eligible, immediately upon entering the City service.

## **ARTICLE 23 SICK LEAVE**

*Effective for employees hired prior to January 1, 2000 who have not switched to Flex Leave.*

23.1 Sick leave with pay shall be granted to all probationary or permanent full-time employees at the rate of one (1) working day per each calendar month of full-time service or major fraction thereof less sick leave used. Permanent part-time employees will receive sick leave credit on a pro-rata basis. Sick leave shall be computed on a calendar basis and may be accumulated.

23.2 Sick leave may be granted when necessary for personal illness, legal quarantine or because of serious illness in the employee's family as defined in Minn. Stat § 181.9413 or death of spouse, children, grandparents, grandchildren, parents, brothers, sisters, mother-in-law, or father-in-law of employee.

23.3 In order to be eligible for sick leave with pay the employee shall:

- (a) Report promptly to his/her department head the reason for his/her absence;
- (b) Keep his/her department head at all times fully informed of his/her condition, including written permission to the City Manager to make inquiries of such employee's physician, surgeon, or other health establishment.
- (c) Submit a medical certificate for any absence at the request of the department head.
- (d) Furnish upon demand to the City Manager any other information or medical certificate at any time that he/she may require.

23.4 No sick leave shall be granted except as permitted in this article and the claiming of sick leave whenever herein prohibited may be cause for disciplinary action, including transfer, suspension, demotion, or dismissal by the City Manager.

23.5 Any employee covered by this contract who is unable to work at his/her City occupation because of injuries sustained by him/her during the course of such employment and is, therefore, entitled to or receiving Worker's Compensation, may at his/her written request elect to receive his/her sick leave pay, and may thereupon pay to the City all Worker's Compensation which he/she receives, the same to be credited to his/her sick leave account at his/her then basic monthly rate.

23.6 The regular working time consumed by employees using earned vacation leave or sick leave shall be considered to be working time for the purpose of accumulating additional vacation leave or sick leave.

**ARTICLE 24 FLEX LEAVE**

24.1 The UNION hereby adopts the City of Hopkins' Flex Leave Program. UNION members can continue on the existing vacation and sick leave program or choose to participate in the Flex Leave Program. Employees who choose to participate in the Flex Leave Program cannot return to the vacation and sick leave program. Full details on the Flex Leave Program are available in the citywide policy.

LOCAL 49 Flex Leave Accrual Schedule

Flex Leave Accrual Schedule									
Year	Leave	Year	Leave	Year	Leave	Year	Leave	Year	Leave
	Hours		Hours		Hours		Hours		Hours
1	168	6	200	11	224	16	248	21	248

2	176	7	208	12	224	17	248	22	248
3	184	8	208	13	232	18	248	23	248
4	192	9	216	14	240	19	248	24	248
5	200	10	216	15	248	20	248	25	288

Note: Local 49 Holidays are paid directly and not included in flex leave accruals.

24.2 UNION employees hired after January 1, 2000, shall participate in the Flex Leave Program. Employees of the bargaining unit will not be forced to accept Flex Leave if they choose to remain in the existing Vacation/ Sick Leave program.

24.3 No Diminution of Benefits. The EMPLOYER will not diminish or decrease benefits available under the Flex Leave Program while this AGREEMENT is in effect.

**ARTICLE 25 VACATIONS**

*Effective for employees hired prior to January 1, 2000 who have not switched to Flex Leave.*

25.1 Each permanent and probationary employee shall earn vacation leave according to the following schedule:

	Hours
0-5 years	104
After 5 years	144
After 10 years	152
After 11 years	160
After 12 years	168
After 13 years	176
After 14 years	184
After 25 years	224

25.2 Vacation leave may be used as earned, provided that the employee’s supervisor shall in each case determine the time when such vacation leave may be taken.

25.3 Employees may accrue vacation leave to a maximum of 200% of their annual entitlement. Any vacation leave days in excess of the amount hereunder permitted to be accrued may be taken by the employee, after proper notice to and consent by the employee’s supervisor, by absence from work on a day to day basis subject to a call for work by the supervisor.

25.4 Any employee leaving the municipal service in good standing after giving proper notice of such termination of employment shall be compensated for all vacation leave accrued to the date of separation.

25.5 No employee shall be permitted to waive vacation leave for the purpose of receiving double pay.

### **ARTICLE 26 STANDBY PAY**

26.1 It is mutually understood and agreed that employees of the Water/ Sewer Division shall be eligible for standby pay to compensate them for additional duties performed.

26.2 Employees shall be compensated for one (1) hour at time and one-half (1½) for each day they are required to be on standby duty. Employees shall be compensated for two (2) hours at time and one-half (1½) for each Holiday they are required to be on standby duty. Hours actually worked shall be paid at time and one-half (1½). Standby duty is defined as a seven (7) day period wherein an employee is required to respond to utility calls twenty-four (24) hours per day.

26.3 Employees required to be on standby duty on holidays will be paid for the holiday plus time and one-half (1½) for any hours worked.

### **ARTICLE 27 TUITION REFUND**

The employee may receive reimbursement for the cost of tuition and required text books for those courses which have a direct relationship to the responsibilities embodied in the employee's position/ classification. The employee shall initially make payment for such cost of tuition and required text books but shall be reimbursed upon submission of a satisfactory grade (pass or C or better) for the course taken and paid receipt for the tuition cost. Participating employees shall be required to receive prior department head approval of each course taken in order to be eligible for reimbursement.

### **ARTICLE 28 SEVERANCE PAY**

*Effective for employees hired prior to January 1, 2000 who have not switched to Flex Leave.*

28.1 After completion of five (5) years continuous City employment, Employees shall be entitled to severance pay calculated by either multiplying the total number of continuous years in the City employment by the daily wage rate prevailing at date of severance, at one and one-half (1½) days per year of such employment; or 20% of accumulated sick leave if separation occurs after five (5) years but before fifteen (15) years, 25% if separation occurs after fifteen (15) years but before twenty(20) years, and 33-⅓% if separation occurs after twenty (20) years; whichever is greater.

28.2 Such severance money shall be paid only in cases where separation occurs for non-disciplinary reasons.

## **ARTICLE 29 COMMERCIAL DRIVERS LICENSE**

The City will pay the cost of endorsements to a Class B Driver's License.

## **ARTICLE 30 LIFE INSURANCE**

The City will provide a \$10,000 basic life insurance policy for each employee.

## **ARTICLE 31 UNIFORMS**

31.1 The EMPLOYER agrees to pay up to a maximum of Five Hundred dollars (\$500.00) per year for uniforms for all employees covered under this AGREEMENT. One hundred and fifty dollars (\$150.00) of the five hundred will be paid to each employee on the first pay period of the year by a separate check. This contribution is taxable income.

## **ARTICLE 32 EYEGLASS REPLACEMENT**

The City will continue to provide replacement for safety glasses which include safety lenses and safety frames.

## **ARTICLE 33 WAIVER**

33.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.

33.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

## **ARTICLE 34 ADVANCE RESIGNATION NOTICE PROGRAM**

34.1 The City of Hopkins Advance Resignation Notice Program is hereby adopted.

## **ARTICLE 35 POST EMPLOYMENT HEALTH PLAN**

Commencing on January 1, 2008, all bargaining unit members shall participate in the Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP) pursuant to Minnesota Statute §352.98, which shall be administered and provided by law.

The plan will be funded by 100% of severance pay and/or accumulated flex leave due to the employee upon separation from employment with the City.

**ARTICLE 36 DURATION**

This AGREEMENT shall be effective as of January 1, 2021, and shall remain in full force and effect until the 31<sup>st</sup> day of December, 2022.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this \_\_\_\_\_, day of \_\_\_\_\_ 2021.

FOR THE CITY OF HOPKINS;

FOR THE INTERNATIONAL UNION  
OF OPERATING ENGINEERS, LOCAL  
NO. 49;

\_\_\_\_\_  
Mike Mornson, City Manager

\_\_\_\_\_  
Jason George, Business  
Manager

\_\_\_\_\_  
Jason Gadd, Mayor

\_\_\_\_\_  
Jonathan Turner, Area  
Business Representative

\_\_\_\_\_  
Rick Perron, Union Steward

## **APPENDIX A**

**1: WAGES**

**2: LICENSES, PREMIUMS & INCENTIVES**

**3: EDUCATIONAL UPGRADE PROGRAM**

**4: MASTER MECHANIC UPGRADE PROGRAM**

**5: SEASONAL DISRUPTION PAY**

**6: CLASSIFICATIONS**

## APPENDIX A – 1: WAGES

The following are the wages for the length of the contract. Classifications can be found in Appendix A – 5.

### Maintenance Worker

<b>STEP</b>	<b>1/1/2021</b>	<b>1/1/2022</b>
1	\$23.75	\$24.21
2	\$24.25	\$24.74
3	\$24.77	\$25.27
4	\$25.29	\$25.80
5	\$25.84	\$26.36
6	\$26.39	\$26.92
7	\$26.95	\$27.49
8	\$27.53	\$28.08
9	\$28.12	\$28.68
10	\$28.71	\$29.28
11	\$29.34	\$29.93
12	\$29.96	\$30.56
13	\$30.60	\$31.21

### Maintenance Lead Worker

<b>STEP</b>	<b>1/1/2021</b>	<b>1/1/2022</b>
1	\$27.76	\$28.32
2	\$28.46	\$29.03
3	\$29.18	\$29.76
4	\$29.93	\$30.53
5	\$30.68	\$31.29
6	\$31.46	\$32.09
7	\$32.25	\$32.90
8	\$33.08	\$33.74
9	\$33.90	\$34.58
10	\$34.77	\$35.47
11	\$35.65	\$36.36
12	\$36.55	\$37.28
13	\$37.47	\$38.22

Equipment Specialist

<b>STEP</b>	<b>1/1/2021</b>	<b>1/1/2022</b>
1	\$27.76	\$28.32
2	\$28.40	\$28.97
3	\$29.04	\$29.62
4	\$29.70	\$30.29
5	\$30.38	\$30.99
6	\$31.07	\$31.68
7	\$31.77	\$32.41
8	\$32.50	\$33.15
9	\$33.24	\$33.90
10	\$34.00	\$34.68
11	\$34.76	\$35.46
12	\$35.56	\$36.27
13	\$36.37	\$37.10

Utilities Assistant

<b>STEP</b>	<b>1/1/2021</b>	<b>1/1/2022</b>
1	\$22.67	\$23.12
2	\$23.11	\$23.57
3	\$23.57	\$24.04
4	\$24.03	\$24.51
5	\$24.51	\$25.00
6	\$25.00	\$25.50
7	\$25.49	\$26.00
8	\$26.00	\$26.52
9	\$26.51	\$27.04
10	\$27.03	\$27.57
11	\$27.56	\$28.11
12	\$28.11	\$28.67
13	\$28.66	\$29.23

Utilities Worker

<b>STEP</b>	<b>1/1/2021</b>	<b>1/1/2022</b>
1	\$23.74	\$24.21
2	\$24.29	\$24.78
3	\$24.87	\$25.37
4	\$25.45	\$25.96
5	\$26.04	\$26.56
6	\$26.65	\$27.18
7	\$27.27	\$27.82
8	\$27.92	\$28.48
9	\$28.57	\$29.14
10	\$29.25	\$29.84
11	\$29.94	\$30.54
12	\$30.63	\$31.24
13	\$31.35	\$31.98

Utilities Foreman

<b>STEP</b>	<b>1/1/2021</b>	<b>1/1/2022</b>
1	\$31.72	\$32.35
2	\$32.46	\$33.11
3	\$33.21	\$33.87
4	\$33.97	\$34.65
5	\$34.77	\$35.47
6	\$35.58	\$36.29
7	\$36.41	\$37.14
8	\$37.26	\$38.01
9	\$38.12	\$38.88
10	\$39.00	\$39.78
11	\$39.91	\$40.71
12	\$40.84	\$41.66
13	\$41.78	\$42.62

## APPENDIX A – 2: LICENSES, PREMIUMS & INCENTIVES

Employees will not receive premium license pay for extra licenses which are not required to have as part of their regular duties. The following premiums are added to the employee's hourly pay.

### **Maintenance Worker**

Required Licenses:

Class B Commercial Driver's License with Air Brake and Tanker endorsement

Eligible Premiums & Incentive Pay:

Class A-CDL	\$0.25
Educational Incentive (Appendix A-3)	\$2.00
Seasonal Disruption (Appendix A-5)	

The positions below receive the following incentives/premiums as a result of specialized training, licenses or responsibilities assigned to those in these position assignments. These assignments are not simply filling in or assisting but positions responsible for providing and overseeing services in these areas.

Forestry Assignment (License Required)	\$1.75
Refuse Assignment	\$1.75
Traffic Assignment	\$1.00
Pesticide Assignment (License Required)	\$0.35

### **Lead Maintenance Worker**

Required Licenses:

Class B Commercial Driver's License with Air Brake and Tanker endorsement  
(Parks & Forestry)  
Class A Commercial Driver's License with Air Brake and Tanker endorsement  
(Streets)  
Tree Inspector (Forestry)

Eligible Premiums & Incentive Pay

Seasonal Disruption (Appendix A-5)

### **Equipment Specialist**

Required Licenses:

Class A Commercial Driver's License with Air Brake and Tanker endorsement

Eligible Premiums & Incentive Pay:

Master Mechanic (Appendix A-4)	\$1.50
Seasonal Disruption (Appendix A-5)	

### **UTILITIES ASSISTANT**

Required Licenses:

## Class B Commercial Driver's License

### Eligible Premiums & Incentive Pay:

D Sewer or Water License	\$0.25
C Sewer or Water License	\$0.35
B Sewer or Water License	\$0.45
Combination B & C Sewer & Water Licenses	\$0.70
B & SB Sewer & Water Licenses	\$1.00
Educational Incentive (Appendix A-3)	\$2.00

### **UTILITIES WORKER**

#### Required Licenses:

Class B Driver's License with Air Brake and Tanker endorsement  
Class D Sewer & Water Licenses

### Eligible Premiums & Incentive Pay:

C Sewer or Water License	\$0.35
B Sewer or Water License	\$0.45
Combination B & C Sewer & Water Licenses	\$0.70
B & SB Sewer & Water Licenses	\$1.00
Class A-CDL	\$0.25
Educational Incentive (Appendix A-3)	\$2.00

### **UTILITIES FOREMAN**

#### Required Licenses:

B & SB Sewer & Water Licenses  
Class A-CDL

## **EXCEPTIONS**

The following individuals are grandfathered at the rates provided below:

#### Educational Incentive:

Stephan Bell - \$2.21

Jodi Brummer - \$2.21

Kelly Cronk - \$2.21

Charles Allen - \$2.21

#### Assignments (grandfathered rates while in assignments below):

Terry Haigh - \$2.21

Cody Radde - \$2.21

## **APPENDIX A – 3: EDUCATIONAL UPGRADE PROGRAM**

### **I. PURPOSE**

The purpose of this program is to encourage continued employee education for the betterment of the individual employee and the City. The program puts in place an educational incentive (see Appendix A-2) for eligible employees who can meet the program requirements.

### **II. PROGRAM REQUIREMENTS**

Following are the requirements:

- a) have five (5) years of service in the bargaining unit;
- b) have completed the U of M Public Works Certificate or equivalent amount of pre-approved job related training (15 CEU's/150 hours.);
- c) Meet department's expectations for equipment operation.
- d) Satisfactory performance.

The employee is required to submit a progress report documenting completion of requirements above and obtain supervisor approval before the educational incentive is added. This progress report must also include the final completion date. The final completion date must be within six (6) years of starting the program. The employee and supervisor must sign and date this progress report.

The Employer is only responsible for approving, funding and filing course completion documentation provided by the employee. Employer has the right to disapprove out of town training based on available training/ travel budget and expected workload and staffing. Employer will not unreasonably deny training.

### **III. RESPONSIBILITIES**

Employee and Employer responsibilities are as follows:

- a) Supervisors will progress in the program as a part of the yearly employee performance review, using the attached progress report form.
- b) Whenever a change to the approved education program is needed, the employee is responsible for first submitting a description of the change and obtaining supervisor approval – a progress report form is used.
- c) The employee is responsible for registering for classes and for all other administrative duties regarding the education program.
- d) Changing from one program to another is acceptable provided the new course work is public works related and is approved by the supervisor, see b) above.

- e) Each employee is responsible for initiating his or her application for the Upgrade Program. This is done by submitting a written application to the division supervisor, see attached program application form. Once formal application is made, the following actions will take place:
- The employee and supervisor will meet to review and/ or establish the upgrade program. It is the responsibility of the employee and supervisor exclusively to complete this step.
  - Once the upgrade program is established, a minimum of one progress meeting per year is required. The meeting will be to review program status and to help ensure steady progress.
  - The employee is responsible for completing all required documentation, provided by the Employer, regarding the Upgrade program.

#### **IV. TUITION REIMBURSEMENT**

Employees will be reimbursed for education expenses per the collective bargaining agreement.

#### **V. DISPUTE RESOLUTION**

An Upgrade Committee will be created, as necessary. The committee, consisting of two management representatives selected by the Public Works Director and two union representatives selected by the Union membership will be convened by the Labor Management Committee when issues cannot be resolved by the parties involved. If the Upgrade Committee cannot satisfactorily resolve the issue, the Public Works Director will make the final decision. The decision of the Committee or the Public Works Director is not grievable.

#### **VI. GENERAL**

- a) If a lateral transfer occurs, the individual with ten (10) or more years of service will be given one (1) year to qualify for the new department without a reduction in the hourly rate of pay.

**CITY OF HOPKINS**

**EDUCATION UPGRADE PROGRAM APPLICATION  
(To be completed by employee)**

NAME: \_\_\_\_\_

DIVISION: \_\_\_\_\_

CURRENT STEP STATUS: \_\_\_\_\_

YEARS OF CITY SERVICE: \_\_\_\_\_

DESCRIPTION OF CAREER DEVELOPMENT PROGRAM

NUMBER OF CEU's REQUIRED TO EARN PREMIUM: \_\_\_\_\_

(15 CEU's minus CEU's Completed to Date minus Longevity Credits minus License Credits)

EXPECTED DATE TO MEET REQUIREMENTS (WITHIN 6 YEARS OF START): \_\_\_\_\_

SUPERVISOR APPROVAL/COMMENTS:

Supervisor Signature/ Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**CITY OF HOPKINS**

**EDUCATION UPGRADE PROGRAM  
PROGRESS REPORT**

NAME: \_\_\_\_\_

DIVISION: \_\_\_\_\_

REQUIREMENTS COMPLETED, DATE: \_\_\_\_\_  
(Attach course completion and other explanation or documentation)

UPGRADE PROGRAM REQUIRED FINAL COMPLETION DATE: \_\_\_\_\_  
(Should be within six (6) years from start)

CHANGES TO CAREER DEVELOPMENT PROGRAM:

EXPECTED PROGRAM SCHEDULE/ COMPLETION:

OTHER CAREER DEVELOPMENT PROGRAM REQUIREMENTS:

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

## APPENDIX A – 4: MASTER MECHANIC UPGRADE PROGRAM

A Mechanic will be eligible for Master Mechanic upgrade upon completion of the criteria outlined below:

- Ability to operate, maintain and repair all City Equipment including automotive, trucks; refuse, tree service, dump and aerial lift, construction equipment including loaders, graders, etc.
- Fabricate and weld all types of metal with gas, arc or wire feed welders.
- Maintain vehicle/equipment records as established by procedures and as needed/assigned.
- Supervise operations of a crew of up to three people in the absence of a supervisor.
- Assist Superintendent in Scheduling and prioritizing workloads as needed to assure the optimum efficiency of the department.
- Possession of valid Minnesota Class A Commercial Driver's License.
- Accredited course in gas arc or wire feed welding (minimum of 25 hours).
- Certified in gas arc or wire feed welding.
- Certified as a State of Minnesota Commercial Vehicle Inspector
- ASE Certified as a Master Auto / Truck Technician in minimum of nine (9) of the following ten (10) areas:
  - A-1 Auto: Engine Repair
  - A-4 Auto: Suspension and Steering
  - A-5 Auto: Brakes
  - A-6 Auto: Electrical/Electronic Systems
  - A-7 Auto: Heating and Air Conditioning
  - A-8 Auto: Engine Performance
  - T2 Med/Hvy Truck: Diesel Engines
  - T3 Med/Hvy Truck: Drive Train
  - T4 Med/Hvy Truck: Brakes
  - T5 Med/Hvy Truck: Suspension/Steering

A Master Mechanic will be required to continue to meet these criteria in order to continue to receive Master Mechanic wages. During the life of this contract, no Master Mechanic will be downgraded to Mechanic as a result of lack of training opportunities or certification changes.

## **APPENDIX A – 5: SEASONAL DISRUPTION**

From November 1<sup>st</sup> to April 1<sup>st</sup> each year, any and all employees assigned to snow removal duties including Mechanics and/or other employees assigned to support staff during snow events and ice rank maintenance duties shall receive an additional seasonal disruption pay listed below for all hours served before 7:00 a.m. and/or after 3:00 p.m. shift Monday- Friday. Overtime shall apply. This pay is considered a premium and will not be added into overtime base pay calculations.

2021- \$1.00

2022- \$1.00

**APPENDIX A – 6: CLASSIFICATIONS**

EQUIPMENT MAINTENANCE SPECIALIST

MAINTENANCE WORKER

MAINTENANCE LEAD WORKER

UTILITIES ASSISTANT

UTILITIES WORKER

UTILITIES FOREMAN



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Classification Title:	Maintenance Worker
Department:	Public Works – Streets, Parks, Forestry, Traffic, and Sanitation
Supervisor:	Field Supervisor
FLSA Status:	Non-Exempt, Regular Full-Time
Grade:	L49 6

### **CLASS SUMMARY:**

This position is responsible for performing routine and specialized maintenance and construction activities to include operating and maintaining a variety of light and heavy equipment, machines, or vehicles on project sites in an assigned department. Routine responsibilities may include setting up work zones; installing and maintaining signs/posts; maintaining facilities and grounds, patching roads; plowing snow; street sweeping; clearing trees and bushes; removing trash; performing visual road check for hazardous, service and repair needs; inspecting and repairing equipment when necessary; performing minor motor vehicle repairs; and performing related duties as assigned. Responsibilities in special assignment areas may include providing work direction to labor support; regularly performing basic heavy equipment operation; and performing tasks associated with assigned projects such as installing drainage pipes, repairing streets, removing trees, and snow removal.

### **Scope of Impact:**

The duties and responsibilities of this job are performed with latitude for independent judgement in accordance with Department and City policies, Federal, State and Local regulations and are based on detailed knowledge of department operations. Work is subject to periodic review by the supervisor, who provides input on approval of recommendations and discusses assignments, priorities and work.

### **CLASSIFICATION ESSENTIAL DUTIES:**

*This job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the business needs of the department.*

- Performs grounds, park, indoor and outdoor playground, and other facilities maintenance duties; work may involve planting, trimming, and/or clearing trees, bushes, or stumps; backfilling holes; activating, maintaining and shutting down irrigation systems; performing work related to snow & ice removal; removing and hauling garbage; building cleaning; and flooding ice rinks; applying lines and installing nets on athletic fields & rinks;



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- Performs road maintenance duties, including patching and paving roads; installing and repairing signs; painting crosswalks or parking lots; installing culverts and drainage pipes; repairing catch basins and manholes; performing road snow removal and salting duties; maintaining traffic signals, street lights and outdoor facility lighting; picking up residential refuse carts; and performing visual road checks for hazardous, service, and repair needs
- Performs building maintenance duties, to include installing and removing equipment and furniture; inspects buildings and equipment, and may perform minor painting, electrical, plumbing, and mechanical work, as and when required
- Operates, maintains, and performs minor repairs on a variety of light and heavy vehicles, equipment, and machines, to include skid-steer loaders, stump grinders, log trucks, garbage trucks, wood chippers, motor graders, turf mowers, tub grinders, street sweepers, chainsaws, drills, saws, irrigation systems and equipment, and other light and heavy equipment; orders equipment components and other supplies, when necessary
- May direct the work of others, which includes establishing work procedures, and assigning work and providing work direction to seasonal, regular, or other employees
- Performs tasks to facilitate the setup/knockdown of special events; work may involve setting up street closures; assembling, installing, and/or uninstalling decorations and equipment; and moving around, removing, and/or placing furniture and other equipment in assigned areas of operation
- Performs other duties of a similar nature or level.

### **FUNCTIONAL SPECIFIC RESPONSIBILITIES MIGHT INCLUDE:**

- Positions in the Parks and Forestry division may be responsible for
  - Serving as the lead worker, which involves establishing work direction for, and assigning work and providing work direction to contractors, and seasonal and/or other workers.
  - Serving as the City's pesticide applicator; work involves applying restricted-use pesticides to control insects, weeds, and disease pests in City parks and grounds.
  - Operating and maintaining irrigation systems and equipment.
  - Performing work related to planting, maintaining, and/or clearing trees in the City's public and right-of-way spaces; inspecting public/private trees for diseases that City Ordinance requires, and taking required actions.



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- Positions in the Streets Division may be responsible for
  - Serving as the lead worker, which involves establishing work direction for, and assigning work and providing work direction to contractors, and seasonal and/or other workers.
  - Picking up garbage from residential areas; work may involve operating, maintaining, and performing minor repairs on the garbage truck; repairing and/or delivering refuse carts; and/or communicating route issues to the Solid Waste Coordinator.

### **ESSENTIAL KNOWLEDGE AND SKILLS:**

#### Knowledge of

- Applicable medium and heavy equipment;
- Equipment maintenance and repair principles and practices;
- Occupational hazards and safe work methods.
- Applicable tools and equipment utilized in road maintenance and construction activities;
- Traffic signing and pavement marking methods, techniques, regulations, and requirements;
- Channel and bridge maintenance practices;
- Work zone safety principles and practices;
- Safe work methods and driving practices;
- Erosion control methods;
- Concrete finishing methods and practices;
- Customer service principles.

#### Skills

- Operating a variety of medium to heavy equipment;
- Performing preventive maintenance to applicable equipment;
- Preparing and maintaining a variety of records and logs
- Transporting equipment to work sites;
- Servicing and maintaining construction equipment, tools, and materials;
- Adhering to safe work practices;
- Performing routine mathematical calculations;
- Reading and comprehending written and verbal instructions;
- Proofreading and editing road signs for errors in spelling, grammar, and punctuation;



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- Utilizing communication and interpersonal skills as applied to interaction with coworkers, supervisor, the general public, and others sufficient to exchange or convey information.

### **QUALIFICATIONS:**

#### **MINIMUM EDUCATION AND EXPERIENCE:**

High School diploma or equivalent (G.E.D); 1 to 3 years maintenance and equipment operation or related experience; or an equivalent combination of education and experience

#### **LICENSING REQUIREMENTS:**

Minnesota Class B Commercial Driver's License with air brake and tanker endorsement

### **Physical Requirements:**

Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing, seeing and repetitive motions.

Very Heavy Work: Exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects.

### **Working Conditions:**

Incumbents may be exposed to hazardous physical conditions, such as, mechanical parts, electrical currents, and vibrations; atmospheric conditions, such as fumes, odors, gases, and poor ventilation; hazardous materials, such as chemicals, blood, and other bodily fluids; extreme temperatures; inadequate lighting; work space-related movement restrictions; intense noise; and other environmental conditions, such as, challenging behaviors, imminent danger, and threatening environments; incumbents may also be expected to travel

**Requirements are representative of minimum levels of knowledge, skills, and experience required. To perform this job successfully, the worker must possess the abilities and aptitudes to perform each duty proficiently.**



City of Hopkins

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Classification Title:	Maintenance Lead Worker
Department:	Public Works
Supervisor:	Maintenance Supervisor
FLSA Status:	Non-Exempt, Regular Full-Time
Grade:	L49 8

**CLASS SUMMARY:**

The Maintenance Lead Worker is responsible for scheduling; coordinating and overseeing maintenance and construction work; monitoring projects and equipment operations. Responsibilities may include: planning and monitoring maintenance projects and daily work assignments by scheduling workers, arranging materials and equipment; recording and reviewing daily work schedules, employee time sheets and material tickets; training employees; evaluating employee performance; overseeing field operations and ensuring compliance with State and City standards and regulations; and responding to inquiries and emergencies.

**Scope of Impact:**

The duties and responsibilities of this job are performed with latitude for independent judgement in accordance with Department and City policies, Federal, State and Local regulations and are based on detailed knowledge of department operations. Work is subject to periodic review by the supervisor, who provides input on approval of recommendations and discusses assignments, priorities and work.

**CLASSIFICATION ESSENTIAL DUTIES:**

*This job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the business needs of the department.*

- Monitors assigned projects and/or contractors to include: prioritizing and assigning work; reviewing and approving timesheets; providing recommendations on performance evaluations and hiring; and training staff.
- Coordinates departmental day-to-day operations and projects; work may involve preparing, recording, and reviewing work schedules; arranging materials and equipment; recording and reviewing material tickets; monitoring inventory; and ensuring compliance with State and City standards and regulations
- Coordinates and/or performs maintenance duties in assigned areas of operation, or coordinates with and provides assistance to other internal



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departments or personnel; work may involve inspecting and maintaining valves, mains, and other equipment and systems; setting up work zones; planting, trimming, and/or removing trees; grinding stumps; flooding ice rinks; assisting with special events; performing snow removal and salting duties; and troubleshooting issues related to traffic controls or light fixtures

- Prepares and maintains reports, records, and other correspondence to record and communicate information regarding assigned area operations
- Performs customer service duties, to include responding to inquiries and emergencies, resolving complaints, and providing operational and/or general information to residents and the public
- Performs other duties of a similar nature or level.

#### **FUNCTIONAL SPECIFIC RESPONSIBILITIES MIGHT INCLUDE:**

- Positions in the Forestry division may be responsible for
  - Performing and/or monitoring work and operations in the Forestry division; work may involve coordinating and performing activities such as planting, removing, or trimming trees; and troubleshooting and advising on issues related to trees.
- Positions in the Street, Traffic, and Sanitation division may be responsible for
  - Performing and/or monitoring work and operations related to the maintenance of streets and roads; duties may involve performing and/or coordinating tasks related to cleaning and repairing storm sewers; repairing, assembling, or installing traffic controls, light fixtures, and other equipment; and removing refuse.
- Positions in the Parks division may be responsible for
  - Performing and/or monitoring work and operations of the Parks division; work may involve coordinating and performing skilled maintenance activities to maintain City parks, facilities, public right of way signs and structures, and other assigned facilities.

#### **ESSENTIAL KNOWLEDGE AND SKILLS:**

Knowledge of

- Methods, techniques, and materials utilized in maintenance activities related to assigned area of operations;



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- Applicable tools and equipment utilized in roads, grounds, forestry, and building maintenance activities;
- Traffic signing and pavement marking methods, techniques, regulations, and requirements;
- Work zone safety principles and practices;
- Chemical handling procedures;
- Safe work methods;
- Recordkeeping principles;
- Concrete finishing methods and practices;
- Erosion control methods;
- Scheduling principles.

### Skills

- Prioritizing and assigning work;
- Monitoring and evaluating work;
- Operating and maintaining applicable tools and equipment related to assigned area of operations;
- Adhering to safe work practices;
- Maintaining records;
- Performing routine mathematical calculations;
- Mixing and applying chemicals;
- Reading and comprehending written and verbal instructions;
- Proofreading and editing road signs for errors in spelling, grammar, and punctuation;
- Utilizing communication and interpersonal skills as applied to interaction with coworkers, supervisor, the general public, and others sufficient to exchange or convey information.

### **QUALIFICATIONS:**

#### MINIMUM EDUCATION AND EXPERIENCE:

High School diploma or equivalent (G.E.D); 5 years maintenance and equipment operation or related experience; or an equivalent combination of education and experience

#### LICENSING REQUIREMENTS:



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Minnesota Class A Commercial Driver's License with air brake and tanker endorsement;  
Tree Inspector License (Forestry)

**Physical Requirements:**

Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing, seeing and repetitive motions.

Very Heavy Work: Exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects.

**Working Conditions:**

Incumbents may be exposed to hazardous physical conditions, such as, mechanical parts, electrical currents, and vibrations; atmospheric conditions, such as fumes, odors, gases, and poor ventilation; hazardous materials, such as chemicals, blood, and other bodily fluids; extreme temperatures; inadequate lighting; work space-related movement restrictions; intense noise; and other environmental conditions, such as, challenging behaviors, imminent danger, and threatening environments; incumbents may also be expected to travel

**Requirements are representative of minimum levels of knowledge, skills, and experience required. To perform this job successfully, the worker must possess the abilities and aptitudes to perform each duty proficiently.**



City of Hopkins

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Classification Title:	Equipment Maintenance Specialist
Department:	Public Works
Supervisor:	Facilities & Equipment Superintendent
FLSA Status:	Non-Exempt, Regular Full-Time
Grade:	L49 8

### **CLASS SUMMARY:**

This position is responsible for performing skilled work involving preventative maintenance and mechanical repair of heavy and light equipment. Responsibilities may include: inspecting machines for maintenance needs; determining and conducting appropriate maintenance, repair or replacement work; operating applicable equipment and tools; and performing the duties of lower level.

### **Scope of Impact:**

The duties and responsibilities of this job are performed with latitude for independent judgement in accordance with Department and City policies, Federal, State and Local regulations and are based on detailed knowledge of department operations. Work is subject to periodic review by the supervisor, who provides input on approval of recommendations and discusses assignments, priorities and work.

### **CLASSIFICATION ESSENTIAL DUTIES:**

*This job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the business needs of the department.*

- Inspects, tests, and performs preventative and mechanical repairs on City-owned motor vehicles and equipment, including heavy equipment and machines; may assist in coordinating maintenance and repair operations
- Operates applicable equipment and tools to diagnose, repair, maintain, and operate City-owned motor vehicles and equipment, including troubleshooting electrical, hydraulic, and mechanical issues; fabricating and/or modifying tools as necessary, which may include welding and/or other related procedures; and recommending equipment modifications, replacements, or enhancements
- Coordinates with internal departments and external agencies, including vendors, to facilitate departmental operations, to include: providing technical assistance, and/or communicating information regarding repair or maintenance needs, work schedules and assignments, and equipment status



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- Prepares, maintains, and or/updates a variety of reports, work orders, records, logs, and other documentation regarding quantity of materials handled, equipment operations, vehicle conditions, maintenance and repair activities, bills, and/or related information; and maintains, update, and/or enters/retrieves information into/from databases, and other online programs and systems to facilitate department operations
- Maintains the department inventory by monitoring and documenting inventory levels, documenting vendor information, tracking costs, and recommending purchases
- Performs duties of lower-level staff, including checking tires; checking fluid levels; adding fluids; draining engine oil; replacing filters; and replacing oil, wipers, belts, and related equipment
- Performs other duties of a similar nature or level.

**ESSENTIAL KNOWLEDGE AND SKILLS:**

Knowledge of

- Skilled vehicle and/or equipment maintenance and repair practices and procedures in assigned area of responsibility;
- Applicable tools and equipment;
- Diagnostic devises utilized in identifying vehicle and/or equipment malfunctions;
- Occupational hazards and safety precautions;
- Metal fabrication techniques;
- Recordkeeping principles;
- Computers and related software applications.
- Customer service principles.



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### Skills

- Prioritizing and assigning work;
- Using applicable tools and equipment;
- Maintaining and repairing vehicles and equipment;
- Detecting and diagnosing vehicle and equipment malfunctions;
- Fabricating and modifying tools as necessary;
- Maintaining operational records and reports;
- Using a computer and related software applications;
- Utilizing communication and interpersonal skills as applied to interaction with coworkers, supervisor, the general public, and others sufficient to exchange or convey information;
- Providing customer service.

### **QUALIFICATIONS:**

#### MINIMUM EDUCATION AND EXPERIENCE:

Associate's degree; 2 years of maintenance and equipment operation or related experience; or an equivalent combination of education and experience

#### LICENSING REQUIREMENTS:

Minnesota Class A Commercial Driver's License with air brake and tanker endorsement.

### **Physical Requirements:**

Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing, seeing and repetitive motions.

Very Heavy Work: Exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects.

### **Working Conditions:**

Incumbents may be exposed to hazardous physical conditions, such as, mechanical parts, electrical currents, and vibrations; atmospheric conditions, such as fumes, odors, gases, and poor ventilation; hazardous materials, such as chemicals, blood, and other bodily fluids; extreme temperatures; inadequate lighting; work space-related movement restrictions; intense noise; other environmental conditions, such as, challenging



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behaviors, imminent danger, and threatening environments; incumbents may also be expected to travel.

**Requirements are representative of minimum levels of knowledge, skills, and experience required. To perform this job successfully, the worker must possess the abilities and aptitudes to perform each duty proficiently.**



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Classification Title:	Utility Assistant
Department:	Utilities – Public Works
Supervisor:	Utilities Superintendent
FLSA Status:	Non-Exempt, Regular Full-Time
Grade:	L49 5

**CLASS SUMMARY:**

The Utilities Assistant is responsible for locating utility lines. Responsibilities may include: locating and marking underground utility lines; performing private yard and right-of-way inspections; shoveling city properties; assisting with front office operations whenever needed; and plowing city parking lots and ice rinks.

**Scope of Impact:**

The duties and responsibilities of this job are performed with latitude for independent judgement in accordance with Department and City policies, Federal, State and Local regulations and are based on detailed knowledge of department operations. Work is subject to periodic review by the supervisor, who provides input on approval of recommendations and discusses assignments, priorities and work.

**CLASSIFICATION ESSENTIAL DUTIES:**

*This job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the business needs of the department.*

- Performs location markings at utility sites; uses maps, and opens valve boxes, meter boxes, backflow protection devices, pressure release vaults, and/or other related items
- Operates and maintains water wells, water mains, valves, hydrants, water meters, sewage lift stations, as assigned
- Digs to begin underground utility installation processes; work may also involve shoveling City properties, and plowing City parking lots and ice rinks
- Performs utility maintenance activities in parks and streets; work may involve performing water meter readings, installations, and inspections to determine functionality
- Performs private yard and right-of way inspections to identify violations; records and informs appropriate personnel/departments regarding violations



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- Prepares a variety of reports, logs, and records; and enters information into online systems, to report and record daily activities
- May perform receptionist duties, to include answering questions in person, or via email or phone; routes calls and directs people to appropriate department or personnel
- Maintains sewer and water maps and records to ensure accuracy.
- Performs other duties of a similar nature or level.

### **ESSENTIAL KNOWLEDGE AND SKILLS:**

#### Knowledge of

- Applicable tools and equipment of the trade;
- Electricity principles;
- Applicable testing equipment;
- Distribution line layout principles;
- Maintenance and repair principles.

#### Skills

- Reading maps and plans;
- Installing cables and conduit;
- Using applicable tools and equipment of the trade;
- Locating faulted cables;
- Analyzing underground circuits;
- Performing electric testing;
- Operating a computer and related software applications;
- Utilizing communication and interpersonal skills as applied to interaction with coworkers, supervisor, the general public, and others sufficient to exchange or convey information.

### **QUALIFICATIONS:**

#### MINIMUM EDUCATION AND EXPERIENCE:

High School diploma or equivalent (G.E.D); 1 year maintenance and equipment operation or related experience; or an equivalent combination of education and experience



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LICENSING REQUIREMENTS:

None

**Physical Requirements:**

Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing, seeing and repetitive motions.

Very Heavy Work: Exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects.

**Working Conditions:**

Incumbents may be exposed to hazardous physical conditions, such as, mechanical parts, electrical currents, and vibrations; atmospheric conditions, such as fumes, odors, gases, and poor ventilation; hazardous materials, such as chemicals, blood, and other bodily fluids; extreme temperatures; inadequate lighting; work space-related movement restrictions; intense noise; and other environmental conditions, such as, challenging behaviors, imminent danger, and threatening environments.

**Requirements are representative of minimum levels of knowledge, skills, and experience required. To perform this job successfully, the worker must possess the abilities and aptitudes to perform each duty proficiently.**



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Classification Title:	Utilities Worker
Department:	Utilities – Public Works
Supervisor:	Utilities Superintendent
FLSA Status:	Non-Exempt, Regular Full-Time
Grade:	L49 7

### **CLASS SUMMARY:**

The Utilities Worker is responsible for the maintenance of all water/wastewater equipment. Responsibilities may include: water/wastewater system repairs as assigned; inspecting all water/wastewater system equipment and materials; taking drinking water samples.

### **Scope of Impact:**

The duties and responsibilities of this job are performed with latitude for independent judgement in accordance with Department and City policies, Federal, State and Local regulations and are based on detailed knowledge of department operations. Work is subject to periodic review by the supervisor, who provides input on approval of recommendations and discusses assignments, priorities and work.

### **CLASSIFICATION ESSENTIAL DUTIES:**

*This job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the business needs of the department.*

- Monitors, operates, services, and/or maintains plant equipment, systems, and processes to ensure proper operations, which includes: inspecting pump valves, lift stations, pump and other alarm systems, heaters, motors, generators, filters, and computerized controls
- Takes readings and enters data into databases; reviews chemical and oil levels; adds chemicals; checks chemical feed pump settings; repairs and/or replacing equipment; handles hazardous and toxic chemicals and materials; monitors biological processes and makes appropriate adjustments; carries out duties to treat and dispose of sludge; and/or, performs other related duties.
- Collects wastewater/water samples and forwards to laboratory for analysis; may perform on-site analysis and testing, and adjusts processes to achieve proper levels



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- Prepares and/or maintains data sheets, logs and/or reports, and other documentation, including sewer and water maps and reports; work may involve compiling and calculating information and data; drawing and updating maps; inputting data into a database or logbook; checking, recording, and updating records; and/or, preparing other related information.
- Maintains the sanitary and storm water sewer system and surrounding facilities by cleaning system equipment using jet/vac trucks and other equipment; recording infrastructural issues; performing general janitorial duties; performing snow removal and salting duties; and ordering chemicals, cleaning, and other supplies, as required
- Performs on call duties, including attending to complaints, and addressing emergencies related to assigned area of operations
- Performs location markings at utility sites; uses maps, and opens valve boxes, meter boxes, backflow protection devices, pressure release vaults, and/or other related items
- Performs other duties of a similar nature or level.

## **ESSENTIAL KNOWLEDGE AND SKILLS:**

### Knowledge of

- Safe work practices;
- Principles, practices, methods and tools used in assigned area of responsibility;
- Water hydraulics;
- Sampling methods and techniques;
- Basic mathematical concepts;
- Basic principles of water/wastewater operations;
- Water chemistry and biology related to water and sewer utility systems;
- Customer service principles.

### Skills

- Understanding and carrying out written and oral instructions;
- Collecting samples;
- Documenting of safe working practices and procedures;
- Operating applicable equipment;
- Using a variety of hand tools;
- Performing mathematical calculations;
- Troubleshooting and repairing equipment;



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- Using a computer and related software applications;
- Utilizing communication and interpersonal skills as applied to interaction with coworkers, supervisor, the general public, and others sufficient to exchange or convey information;
- Providing customer service.

**QUALIFICATIONS:**

MINIMUM EDUCATION AND EXPERIENCE:

High School diploma or equivalent (G.E.D); 1 year maintenance and equipment operation or related experience; or an equivalent combination of education and experience

LICENSING REQUIREMENTS:

Water and Wastewater Treatment Operator Class D Certificates  
Class B Driver's License

**Physical Requirements:**

Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing, seeing and repetitive motions.

Heavy Work: Exerting up to 100 pounds of force occasionally, and/or up to 50 pounds of force frequently, and/or up to 20 pounds of forces constantly to move objects.



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**Working Conditions:**

Incumbents may be exposed to hazardous physical conditions, such as, mechanical parts, electrical currents, and vibrations; atmospheric conditions, such as fumes, odors, gases, and poor ventilation; hazardous materials, such as chemicals, blood, and other bodily fluids; extreme temperatures; inadequate lighting; work space-related movement restrictions; and intense noise; incumbents may also be expected to travel

**Requirements are representative of minimum levels of knowledge, skills, and experience required. To perform this job successfully, the worker must possess the abilities and aptitudes to perform each duty proficiently.**



City of Hopkins

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Classification Title:	Utilities Foreman
Department:	Utilities – Public Works
Supervisor:	Utilities Superintendent
FLSA Status:	Non-Exempt, Regular Full-Time
Grade:	L49 9

### **CLASS SUMMARY:**

The Utilities Foreman, under the direction of the Superintendent, is responsible for supervising and assigning the work of employees and contractors relating to water/wastewater operations, collections, lift stations and repair of sanitary and storm sewers. Responsibilities may include monitoring the performance of all equipment; operating, maintaining and repairing heavy equipment; calibrating equipment; and training water/wastewater operators.

### **Scope of Impact:**

The duties and responsibilities of this job are performed with latitude for independent judgement in accordance with Department and City policies, Federal, State and Local regulations and are based on detailed knowledge of department operations. Work is subject to periodic review by the supervisor, who provides input on approval of recommendations and discusses assignments, priorities and work.

### **CLASSIFICATION ESSENTIAL DUTIES:**

*This job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the business needs of the department.*

- Monitors, prioritizes, and assigns work to employees and contractors; evaluates performance; coordinates staff trainings; and assists with hiring.
- Supervises tasks related to water/wastewater operations, collections, lift stations, and repair of sanitary and storm sewers; coordinates and/or performs skilled maintenance work to repair, maintain, or clean water/sewer facilities; and monitors computerized controls and systems, ensuring operational efficiency and compliance with City goals, policies, procedures, and requirements
- Monitors the performance of all equipment; work may involve inspecting, testing, and/or making adjustments to water/wastewater plant equipment and systems, including wells, chemical feed pumps, water storage facilities, filters,



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- water and sewer mains, valves, fire hydrants, water meters, manholes, generators, pumps, water alarm systems, heaters, motors, generators, and computerized controls
- Collects wastewater/water samples and forwards to laboratory for analysis; may perform on-site analysis and testing, and schedules or performs adjustments to processes and systems, to achieve proper levels
  - Maintains the sanitary and storm water sewer system and surrounding facilities by cleaning system equipment using jet/vac trucks and other equipment; recording infrastructural issues; performing general janitorial duties; performing snow removal and salting duties; and ordering chemicals, cleaning, and other supplies, as required
  - Performs monthly water meter readings; work may involve communicating with home or business owners, and other stakeholders, regarding related processes and operations
  - Performs on call duties, including attending to complaints, and addressing emergencies related to assigned area of operations
  - Maintains sewer and water maps and records to ensure accuracy
  - Performs location markings at utility sites; uses maps, and opens valve boxes, meter boxes, backflow protection devices, pressure release vaults, and/or other related items
  - Performs other duties of a similar nature or level.



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## **ESSENTIAL KNOWLEDGE AND SKILLS:**

### Knowledge of

- Safe work practices;
- Work monitoring and prioritization principles;
- Principles, practices, methods and tools used in assigned area of responsibility;
- Water hydraulics;
- Sampling methods and techniques;
- Basic mathematical concepts;
- Basic principles of water/wastewater operations;
- Water chemistry and biology related to water and sewer utility systems.
- Customer service principles;

### Skills

- Prioritizing and assigning work;
- Monitoring and evaluating work;
- Collecting samples;
- Documenting safe working practices and procedures;
- Operating, inspecting, and/or testing applicable equipment;
- Using a variety of hand tools;
- Performing mathematical calculations;
- Troubleshooting and repairing equipment;
- Using a computer and related software applications;
- Utilizing communication and interpersonal skills as applied to interaction with coworkers, supervisor, the general public, and others sufficient to exchange or convey information;
- Providing customer service.

## **QUALIFICATIONS:**

### MINIMUM EDUCATION AND EXPERIENCE:

High School diploma or equivalent (G.E.D); 3 years maintenance and equipment operation or related experience; or an equivalent combination of education and experience

### LICENSING REQUIREMENTS:

Wastewater Treatment Operator Class SB Certificate and Water Supply System Operator Class B Certificate; Class A-CDL Driver's License



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**Physical Requirements:**

Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing, seeing and repetitive motions.

Heavy Work: Exerting up to 100 pounds of force occasionally, and/or up to 50 pounds of force frequently, and/or up to 20 pounds of forces constantly to move objects.

**Working Conditions:**

Incumbents may be exposed to hazardous physical conditions, such as, mechanical parts, electrical currents, and vibrations; atmospheric conditions, such as fumes, odors, gases, and poor ventilation; hazardous materials, such as chemicals, blood, and other bodily fluids; work space-related movement restrictions; intense noise; and other environmental conditions, such as, challenging behaviors, imminent danger, and threatening environments.

**Requirements are representative of minimum levels of knowledge, skills, and experience required. To perform this job successfully, the worker must possess the abilities and aptitudes to perform each duty proficiently.**

## **APPENDIX B**

**1: MOU COMMERCIAL DRIVER'S LICENSE**

**2: MOU CENTRAL PENSION FUND**

**3: MOU SUMMER HOURS**

**4: MOU TRAINEE PROGRAM**

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**CITY OF HOPKINS**  
**And**  
**INTERNATIONAL UNION OF OPERATING**  
**ENGINEERS, LOCAL 49**

**Commercial Driver's License**

The purpose of this Memorandum of Understanding is to assist both Labor and Management in dealing with Commercial Drivers License (CDL) rules and the pending changes to those rules.

The following conditions will apply to no more than one (1) Public Works employee in the Local 49 Bargaining Unit at any given time.

- A. If an employee temporarily loses his/her driver's license and CDL , the employer will accommodate the employee by assigning him/her to duties that do not require a driver's license/CDL, not to exceed twelve (12) months during the employee's tenure with the City, and not to exceed two (2) revocations as a result of driving violations.
- B. If the temporary loss of a driver's license is the result of an alcohol-related offense, the employee will be required to comply with the recommendations of a Substance Abuse Professional. Proof of compliance with the Substance Abuse Professional recommendations will be provided to the Employer.
- C. The application of this agreement will begin for an individual as of the date of his/her license revocation regardless of subsequent procedures contesting the revocation.
- D. This Memorandum of Understanding applies to driving violations outside the workplace.
- E. This Memorandum of Understanding does not include positive test results from the Department of Transportation's required random testing.
- F. A seventeen percent (17%) decrease in pay will begin as of the revocation date. Any hourly wages not paid to an employee during the revocation of the employee's driver's license/CDL will not be reimbursed regardless of the outcome of any subsequent contesting of the revocation.
- G. The employee must be able to obtain a state of Minnesota driver's license within 60 days.

This Memorandum will remain in effect from January 1, 2021 through December 31, 2022.

For the City of Hopkins;

For IUOE, Local 49;

\_\_\_\_\_  
Mike Mornson, City Manager

\_\_\_\_\_  
Jonathan Turner, ABR

Dated \_\_\_\_\_

Dated \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**CITY OF HOPKINS**  
**And**  
**INTERNATIONAL UNION OF OPERATING**  
**ENGINEERS, LOCAL 49**

**Central Pension Fund**

The purpose of this Memorandum of Understanding is to assist both Labor and Management in identifying and implementing the Central Pension Fund (CPF).

1. The CPF is a supplemental Pension Fund authorized by Minnesota Statutes, §356.24, subdivision 1(10).
2. The parties agree that the agreed upon amount that would otherwise be paid in salary or wages will be contributed instead to the CPF as pre-tax employer contributions. Contributions from the City will not be funded from any source other than this wage reduction.
3. The Employer shall pay this contribution directly to the I.U.O.E. Central Pension Fund at 4115 Chesapeake Street NW, Washington, D.C. 20016.
4. A contribution of \$0.50 per straight time hour worked prevents any employee's annual CPF contributions from exceeding \$5,000.00 in a year and therefore complies with limitations set forth under Minnesota Statute § 356.24, subd. 1(10) as amended in 2005.
5. The parties agree that the Public Employees Retirement Association interprets employer contributions to the CPF as being included in determining "salary" for the purposes of the public pension.
6. The CPF Plan of Benefits and the Agreement and Declaration of Trust will serve as the governing documents.
7. Effective 2-28-11, the contribution rate equals \$0.50 per straight time hour worked.
8. Members, by majority vote, may change the contribution rate at anytime during the life of this agreement. The Union and the Employer will work together to implement member approved changes as soon as is practicable.

For the City of Hopkins:

For IUOE, Local 49:

\_\_\_\_\_  
Mike Mornson, City Manager

\_\_\_\_\_  
Jonathan Turner, ABR

Dated \_\_\_\_\_

Dated \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**CITY OF HOPKINS**  
**And**  
**INTERNATIONAL UNION OF OPERATING**  
**ENGINEERS, LOCAL 49**

**Summer Hours**

Both parties hereby agreed to discuss through the Labor Management Committee, a summer hours work week schedule starting Memorial Day through Labor Day.

For the City of Hopkins:

For IUOE, Local 49:

\_\_\_\_\_  
Mike Mornson, City Manager

\_\_\_\_\_  
Jonathan Turner, ABR

Dated \_\_\_\_\_

Dated \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**CITY OF HOPKINS**  
**And**  
**INTERNATIONAL UNION OF OPERATING**  
**ENGINEERS, LOCAL 49**

**TRAINEE JOB CLASSIFICATION**

**WHEREAS**, City of Hopkins (hereinafter the "City") and the International Union of Operating Engineers, Local 49 (hereinafter the "Union") are parties to a Collective Bargaining Agreement in effect from January 1, 2021 through December 31, 2022; and

**WHEREAS**, this Memorandum of Understanding is intended to create and staff a "Public Works Operator Trainee" (hereinafter "trainee) job classification in the Union bargaining unit with Union members.

**NOW THEREFORE BE IT RESOLVED AND STIPULATED** that the parties mutually agree as follows:

1. The Trainee job classification is considered non-permanent and limited in duration;
2. Trainees salary will be at the City's discretion and will not exceed 90% of the salary of the position for which they are in a training program;
3. Trainees are not eligible for health insurance or benefits unless required by outside policies or regulations.
4. Trainees are not eligible for any premium pay.
5. Trainees are eligible for overtime, or compensatory time only after it has been offered to all eligible full time employees.
6. Trainees will not accrue seniority;
7. Time spent in the Trainee job classification does not count towards probationary time for any Trainees hired into any other job classifications.
8. Trainee may be discharged without the right of grievance or appeal while in the training program.
9. No individual Trainee will be in the Trainee job classification for longer than one (1) year.
10. This memorandum of understanding will be revisited and reviewed as necessary if/when issues arise.

The purpose of this Memorandum of Understanding is to assist both Labor and Management in establishing a Trainee job classification. The Employer or Union may terminate this Memorandum of Understanding with a seven (7) day notice to the Union Business Agent, City Manager, Public Works Director and Union Stewards. Termination of this Memorandum of Understanding is not grievable. In the event that this Agreement is terminated, the provisions of the collective bargaining agreement then in effect will apply.

This Memorandum of Understanding and the operation of this program does not operate as a waiver of any City or Union rights and may not be utilized to establish a past practice.

This Memorandum will remain in effect from January 1, 2021 through December 31, 2022.

For the City of Hopkins;

\_\_\_\_\_  
Mike Mornson, City Manager

Dated \_\_\_\_\_

For IUOE, Local 49;

\_\_\_\_\_  
Jonathan Turner, ABR

Dated \_\_\_\_\_



## 2021 Community Development Block Grant Program

### **Proposed Action**

Staff recommends adoption of the following motion: Move that the Council adopt Resolution 2021-006, Resolution Approving Proposed Application for 2021 Urban Hennepin County Community Development Block Grant Program Funds and Authorizing Execution of Subrecipient Agreement with Urban Hennepin County and Any Third Party Agreements.

With this motion, the Community Development Block Grant (CDBG) application will be submitted to Hennepin County for review and approval.

### **Overview**

As a participating city in the Urban Hennepin County CDBG program, Hopkins is eligible to receive a preliminary estimate of \$115,000 in federal CDBG funds for the 2021 program year. The estimate is based on the City's 2020 CDBG allocation, but is subject to change upon notice from the U.S. Department of Housing and Urban Development. The funds will be received on July 1, 2021 and must be expended by December 31, 2022.

Staff recommends allocating this funding to the Housing Rehabilitation Program, which provides deferred loans to low and moderate income homeowners to make improvements or repairs that affect the safety and habitability of their home or upgrade the home's energy efficiency.

CDBG funding for public service activities will be awarded through a single combined, competitive RFP, issued by Hennepin County that will cover all the cities in the county CDBG program. Fifteen percent of the overall county CDBG allocation will be set-aside for this purpose. City staff will participate on a public service selection committee, which will determine how the funds will be granted to nonprofits and community partners.

As a requirement of the CDBG funding process, the City must hold a public hearing on the proposed use of funds prior to approving the attached resolution.

### **Primary Issues to Consider**

- What is the intended use of CDBG funds?
- What is being recommended for funding?

### **Supporting Information.**

- Resolution 2021-006

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Jan Youngquist, AICP  
Community Development Coordinator

## **Analysis of Issues**

### **What is the intended use of CDBG funds?**

CDBG funds may be used to support a variety of housing and community development activities. The intent of the program is to fund primarily "bricks and mortar" projects versus social service programs. Activities must meet at least one of the following objectives of the CDBG program:

- Benefiting low and moderate income persons
- Prevention or elimination of slums and blight
- Meeting a particularly urgent community development need

Additionally, CDBG funds must be used to address priority goals and needs identified in Hennepin County's 2020-2024 Consolidated Plan.

### **What is being recommended for funding?**

Resolution 2021-006 allocates the estimated 2021 CDBG funds of \$115,000 to housing rehabilitation. This activity helps meet the goal of Homeowner Rehabilitation and addresses the priority needs to Preserve/Create Single Family Homeownership and to Encourage Neighborhood Revitalization as identified in Hennepin County's 2020-2024 Consolidated Plan.

The Housing Rehabilitation Program is important in its assistance to low and moderate income homeowners and is consistent with Housing Goal 4 from the 2040 Comprehensive Plan, which is to maintain the quality, safety and character of the existing housing stock.

It is anticipated that these funds will assist 4-5 households. There are currently 13 households on the waiting list to receive funds through the Housing Rehabilitation Program.

**CITY OF HOPKINS  
HENNEPIN COUNTY, MINNESOTA  
RESOLUTION 2021-006**

**RESOLUTION APPROVING PROPOSED APPLICATION FOR 2021 URBAN HENNEPIN  
COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FUNDS AND  
AUTHORIZING EXECUTION OF SUBRECIPIENT AGREEMENT WITH  
URBAN HENNEPIN COUNTY AND ANY THIRD PARTY AGREEMENTS**

**WHEREAS**, the City of Hopkins, through execution of a Joint Cooperation Agreement with Hennepin County, is cooperating in the Urban Hennepin County Community Development Block Grant Program; and

**WHEREAS**, the City of Hopkins has developed a proposal for the use of 2021 Urban Hennepin County Community Development Block Grant funds;

**BE IT RESOLVED**, that the City Council of Hopkins approves the following project for funding from the 2021 Urban Hennepin County Community Development Block Grant Program and authorizes submittal of the proposal to Urban Hennepin County/Consolidated Pool.

<u>Activity</u>	<u>Budget</u>
Housing Rehabilitation	\$115,000

**BE IT FURTHER RESOLVED**, that the City Council hereby authorizes and directs the Mayor and its City Manager to execute the Subrecipient Agreement and any required Third Party Agreements on behalf of the City to implement the 2021 Community Development Block Grant Program.

**BE IT FURTHER RESOLVED**, that should the actual amount of FY2021 Community Development Block Grant funds available to the City be different from the preliminary amount provided to the City, the City Council hereby authorizes the City Manager to adjust the project budget to reflect the actual amount of funding available.

Adopted by the City Council of the City of Hopkins this 16th day of February, 2021.

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

ATTEST:

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



**AUTHORIZE SALE OF \$8,425,000 GENERAL OBLIGATION BONDS SERIES, 2021A**

**Proposed Action.**

Staff recommends that the Council approve the following motion: Resolution 2021-007 Providing for the Sale of \$8,425,000 General Obligation Bonds, Series 2021A.

**Overview:**

The Series 2021A bonds will be general obligations of the city for which it’s full faith, credit and taxing authority powers are pledged. The bonds are being sold to finance two purposes

- A portion of the 2020/2021 street improvement project for Preston Lane, Boyce Street, Goodrich Street, Ashley Road, Holly Road, Oakwood Road, Interlachen Road, Maple Hill Road, Homedale Road, Hawthorne Road, Meadowbrook Road, and Blake Road from Spruce Road to Boyce Street
- Mill and overlay projects in the Knollwood neighborhood.

The bonds are being issued with a 15 year term with payments to come from a tax levy and special assessments. They will be issued pursuant to MN statutes 429 (street and special assessment) and 469.1814 (tax abatement bonds). The City’s last bond rating was AA+ with a stable outlook. Standard and Poor’s will update the rating before bonds are sold on March 9<sup>th</sup>.

**Primary Issues to Consider**

- None

**Supporting Information:**

- Resolution No. 2021-007
- Bond Pre-Sale Report

Nick Bishop, CPA  
Finance Director

Financial Impact	<u>\$8,425,000 Bond Proceeds</u>	Source:	<u>Tax Levy &amp; Special Assessments</u>
Budgeted: Y/N	<u>Y</u>	Related Documents:	<u>Capital Improvement Plan &amp; Equipment Replacement Plan</u>
Notes:	<u></u>		

February 16, 2021  
Pre-Sale Report for

# City of Hopkins, Minnesota

\$8,425,000 General Obligation Bonds,  
Series 2021A



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**Prepared by:**

Ehlers  
3060 Centre Pointe Drive  
Roseville, MN 55113

**Advisors:**

Stacie Kvilvang, Senior Municipal Advisor  
Jason Aarsvold, Senior Municipal Advisor  
Keith Dahl, Financial Specialist

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**BUILDING COMMUNITIES. IT'S WHAT WE DO.**

# EXECUTIVE SUMMARY OF PROPOSED DEBT

## Proposed Issue:

\$8,425,000 General Obligation Bonds, Series 2021A

## Purposes:

The proposed issue includes financing for the following purposes:

To finance the 2021 road improvement, utility and mill and overlay projects in the City.

- Road Improvements - \$3,090,000. Debt service will be paid from special assessments and taxes.
- Mill/Overlay - \$730,000. Debt service will be paid from tax abatement revenues (principal) and taxes (interest).
- Utilities - \$4,605,000. Debt service will be paid from utility revenues.

## Authority:

The Bonds are being issued pursuant to Minnesota Statutes, Chapters:

- 429 - Road Improvement
- 469 - Mill/Overall
- 444 - Utilities
- 475 - General Bonding Authority

Road Improvement Portion: Because the City is assessing at least 20% of the project costs, this portion of the Bonds may be a general obligation without a referendum and will not count against the City's debt limit. The City intends to levy a total of \$1,487,500 in special assessments to benefitting property owners, of which \$253,267 (17%) has been collected in pre-paid assessments (this portion of the Bond issue was reduced accordingly). The remaining \$1,234,233 of special assessments will be collected in years 2021 to 2035 at a rate of 2% over the True Interest Costs (TIC) of the Bonds. Annual assessments are paid on an equal principal basis.

Mill/Overlay Portion: The City held the required public hearing last year when it financed the 1<sup>st</sup> half of mill and overlay projects. In addition, the amount of property taxes abated in any year may not exceed (1) 10% of the net tax capacity (NTC) of the City or (2) \$200,000, whichever is greater. The greater calculation is 10% of NTC. The City's pay 2021 tax capacity is 23,452,028 and 10% would equate to \$2,345,202. This portion of the Bonds and other outstanding abatement bonds (Series 2015B, 2016B, 2017B (a portion), 2018B, and a portion of the 2020A bonds) averages approximately \$617,000/year, which is below the statutory maximum.

**Utility Portion.** Chapter 444 allows cities to issue debt without limitation as long as debt service is expected to be paid from water and sewer revenues.

The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

### **Term/Call Feature:**

The Bonds are being issued for a term of 15 years. Principal on the Bonds will be due on February 1 in the years 2023 through 2036. Interest is payable every six months beginning February 1, 2022. The Bonds will be subject to prepayment at the discretion of the City on February 1, 2030 or any date thereafter.

### **Bank Qualification:**

Because the City is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Bonds as “bank qualified” obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.

### **Rating:**

The City’s most recent bond issues were rated by S&P Global Ratings. The current ratings on those bonds are “AA+”. The City will request a new rating for the Bonds.

If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City’s bond rating in the event that the bond rating of the insurer is higher than that of the City.

### **Basis for Recommendation:**

Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of general obligation bonds as a suitable financing option for the following reasons:

- This is the viable options available to finance these types of projects under State law
- This coincides with the City’s past practices to finance these types of projects with this type of debt issue

### **Method of Sale/Placement:**

We will solicit competitive bids for the purchase of the Bonds from underwriters and banks.

We will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

### **Premium Pricing:**

In some cases, investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered “reoffering premium.” The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or “discount”) but will pay the remainder of the premium to the City. The amount of the premium varies, but it is not uncommon to see premiums for new issues in the range of 2.00% to 10.00% of the face amount of the issue. This means that an issuer with a \$2,000,000 offering may receive bids that result in proceeds of \$2,040,000 to \$2,200,000.

For this issue of Bonds, we have been directed to use the net premium to reduce the size of the issue/increase the net proceeds for the project. The resulting adjustments may slightly change the true interest cost of the issue, either up or down.

The amount of premium can be restricted in the bid specifications. Restrictions on premium may result in fewer bids but may also eliminate large adjustments on the day of sale and unintended impacts with respect to debt service payment. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the City’s objectives for this financing.

### **Review of Existing Debt:**

We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time.

We will continue to monitor the market and the call dates for the City’s outstanding debt and will alert you to any future refunding opportunities.

### **Continuing Disclosure:**

Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the “MSRB”), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds and has contracted with Ehlers to prepare and file the reports.

### **Arbitrage Monitoring:**

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations (“Arbitrage Rules”) throughout the life of the issue to maintain the tax-exempt status of the Bonds. These Arbitrage Rules apply to amounts held in construction,

escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City's specific arbitrage responsibilities will be detailed in the Tax Certificate (the "Tax Compliance Document") prepared by your Bond Attorney and provided at closing.

The Bonds may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitations, 6) investments yield restrictions, 7) de minimis rules, or; 8) borrower limited requirements.

We recommend that the City review its specific responsibilities related to the Bonds with an arbitrage expert in order to utilize one or more of the exceptions listed above. You have retained Ehlers to assist you with compliance with these rules.

### **Investment of Bond Proceeds:**

To maximize interest earnings, we recommend using an SEC registered investment advisor to assist with the investment of bond proceeds until they are needed to pay project costs. Ehlers is a registered investment advisor and can assist the City in developing an appropriate investment strategy as needed.

### **Risk Factors:**

**Special Assessments:** We have assumed \$253,267 in prepaid assessments. If the City receives a significant amount more of pre-paid assessments, it may need to increase the levy portion of the debt service to make up for lower interest earnings than the expected assessment interest rate.

### **Other Service Providers:**

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

**Bond Counsel:** Kennedy & Graven, Chartered

**Paying Agent:** Bond Trust Services Corporation

**Rating Agency:** S&P Global Ratings (S&P)

## Summary:

The decisions to be made by the City Council are as follows:

- Accept or modify the finance assumptions described in this report
- Adopt the resolution attached to this report.

This presale report summarizes our understanding of the City's objectives for the structure and terms of this financing as of this date. As additional facts become known or capital markets conditions change, we may need to modify the structure and/or terms of this financing to achieve results consistent with the City's objectives.

## PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by City Council:	February 16, 2021
Distribute Official Statement:	Week of March 1, 2021
Due Diligence Call to review Official Statement:	Week of March 8, 2021
Conference with Rating Agency:	Week of March 8, 2021
City Council Meeting to Award Sale of the Bonds:	March 16, 2021
Estimated Closing Date:	April 6, 2021

## Attachments

Estimated Sources and Uses of Funds

Estimated Proposed Debt Service Schedule

Resolution Authorizing Ehlers to Proceed with Bonds Sale

## EHLERS' CONTACTS

Stacie Kvilvang, Senior Municipal Advisor	(651) 697-8506
Jason Aarsvold, Senior Municipal Advisor	(651) 697-8512
Keith Dahl, Financial Specialist	(651) 697-8595
Silvia Johnson, Public Finance Analyst	(651) 697-8580
Alicia Gage, Senior Financial Analyst	(651) 697-8551

The Preliminary Official Statement for this financing will be sent to the City Council at their home or email address for review prior to the sale date.

# City of Hopkins, Minnesota

\$8,425,000 General Obligation Bonds, Series 2021A

Issue Summary

Assumes Current Market BQ AA+ Rates plus 15bps

## Total Issue Sources And Uses

Dated 04/06/2021 | Delivered 04/06/2021

	Improvements	Utilities	Mill/Overlay (Tax Abate)	Issue Summary
<b>Sources Of Funds</b>				
Par Amount of Bonds	\$3,090,000.00	\$4,605,000.00	\$730,000.00	\$8,425,000.00
Prepaid Assessments	253,267.00	-	-	253,267.00
Other City Funds (2020A Bond Proceeds)	3,086.04	784,641.35	20,777.70	808,505.09
<b>Total Sources</b>	<b>\$3,346,353.04</b>	<b>\$5,389,641.35</b>	<b>\$750,777.70</b>	<b>\$9,486,772.09</b>
<b>Uses Of Funds</b>				
Total Underwriter's Discount (1.000%)	30,900.00	46,050.00	7,300.00	84,250.00
Costs of Issuance	29,341.24	43,727.01	6,931.75	80,000.00
Deposit to Capitalized Interest (CIF) Fund	50,976.28	32,785.97	12,026.53	95,788.78
Deposit to Project Construction Fund	3,232,500.00	5,267,500.00	725,000.00	9,225,000.00
Rounding Amount	2,635.52	(421.63)	(480.58)	1,733.31
<b>Total Uses</b>	<b>\$3,346,353.04</b>	<b>\$5,389,641.35</b>	<b>\$750,777.70</b>	<b>\$9,486,772.09</b>

# City of Hopkins, Minnesota

## \$8,425,000 General Obligation Bonds, Series 2021A

### Issue Summary

Assumes Current Market BQ AA+ Rates plus 15bps

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
04/06/2021	-	-	-	-	-
02/01/2022	-	-	61,161.28	61,161.28	61,161.28
08/01/2022	-	-	37,318.75	37,318.75	-
02/01/2023	315,000.00	0.350%	37,318.75	352,318.75	389,637.50
08/01/2023	-	-	36,767.50	36,767.50	-
02/01/2024	600,000.00	0.350%	36,767.50	636,767.50	673,535.00
08/01/2024	-	-	35,717.50	35,717.50	-
02/01/2025	605,000.00	0.400%	35,717.50	640,717.50	676,435.00
08/01/2025	-	-	34,507.50	34,507.50	-
02/01/2026	605,000.00	0.500%	34,507.50	639,507.50	674,015.00
08/01/2026	-	-	32,995.00	32,995.00	-
02/01/2027	605,000.00	0.600%	32,995.00	637,995.00	670,990.00
08/01/2027	-	-	31,180.00	31,180.00	-
02/01/2028	610,000.00	0.700%	31,180.00	641,180.00	672,360.00
08/01/2028	-	-	29,045.00	29,045.00	-
02/01/2029	615,000.00	0.800%	29,045.00	644,045.00	673,090.00
08/01/2029	-	-	26,585.00	26,585.00	-
02/01/2030	615,000.00	0.950%	26,585.00	641,585.00	668,170.00
08/01/2030	-	-	23,663.75	23,663.75	-
02/01/2031	625,000.00	1.050%	23,663.75	648,663.75	672,327.50
08/01/2031	-	-	20,382.50	20,382.50	-
02/01/2032	630,000.00	1.100%	20,382.50	650,382.50	670,765.00
08/01/2032	-	-	16,917.50	16,917.50	-
02/01/2033	640,000.00	1.150%	16,917.50	656,917.50	673,835.00
08/01/2033	-	-	13,237.50	13,237.50	-
02/01/2034	645,000.00	1.250%	13,237.50	658,237.50	671,475.00
08/01/2034	-	-	9,206.25	9,206.25	-
02/01/2035	655,000.00	1.350%	9,206.25	664,206.25	673,412.50
08/01/2035	-	-	4,785.00	4,785.00	-
02/01/2036	660,000.00	1.450%	4,785.00	664,785.00	669,570.00
<b>Total</b>	<b>\$8,425,000.00</b>	<b>-</b>	<b>\$765,778.78</b>	<b>\$9,190,778.78</b>	<b>-</b>

### Yield Statistics

Bond Year Dollars	\$73,023.82
Average Life	8.668 Years
Average Coupon	1.0486699%
Net Interest Cost (NIC)	1.1640432%
True Interest Cost (TIC)	1.1650995%
Bond Yield for Arbitrage Purposes	1.0429265%
All Inclusive Cost (AIC)	1.2825939%

### IRS Form 8038

Net Interest Cost	1.0486699%
Weighted Average Maturity	8.668 Years

# City of Hopkins, Minnesota

## \$8,425,000 General Obligation Bonds, Series 2021A

### Issue Summary

Assumes Current Market BQ AA+ Rates plus 15bps

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	Fiscal Total
04/06/2021	-	-	-	-	-	-	-
02/01/2022	-	-	61,161.28	61,161.28	(61,161.28)	-	-
08/01/2022	-	-	37,318.75	37,318.75	(17,313.75)	20,005.00	-
02/01/2023	315,000.00	0.350%	37,318.75	352,318.75	(17,313.75)	335,005.00	355,010.00
08/01/2023	-	-	36,767.50	36,767.50	-	36,767.50	-
02/01/2024	600,000.00	0.350%	36,767.50	636,767.50	-	636,767.50	673,535.00
08/01/2024	-	-	35,717.50	35,717.50	-	35,717.50	-
02/01/2025	605,000.00	0.400%	35,717.50	640,717.50	-	640,717.50	676,435.00
08/01/2025	-	-	34,507.50	34,507.50	-	34,507.50	-
02/01/2026	605,000.00	0.500%	34,507.50	639,507.50	-	639,507.50	674,015.00
08/01/2026	-	-	32,995.00	32,995.00	-	32,995.00	-
02/01/2027	605,000.00	0.600%	32,995.00	637,995.00	-	637,995.00	670,990.00
08/01/2027	-	-	31,180.00	31,180.00	-	31,180.00	-
02/01/2028	610,000.00	0.700%	31,180.00	641,180.00	-	641,180.00	672,360.00
08/01/2028	-	-	29,045.00	29,045.00	-	29,045.00	-
02/01/2029	615,000.00	0.800%	29,045.00	644,045.00	-	644,045.00	673,090.00
08/01/2029	-	-	26,585.00	26,585.00	-	26,585.00	-
02/01/2030	615,000.00	0.950%	26,585.00	641,585.00	-	641,585.00	668,170.00
08/01/2030	-	-	23,663.75	23,663.75	-	23,663.75	-
02/01/2031	625,000.00	1.050%	23,663.75	648,663.75	-	648,663.75	672,327.50
08/01/2031	-	-	20,382.50	20,382.50	-	20,382.50	-
02/01/2032	630,000.00	1.100%	20,382.50	650,382.50	-	650,382.50	670,765.00
08/01/2032	-	-	16,917.50	16,917.50	-	16,917.50	-
02/01/2033	640,000.00	1.150%	16,917.50	656,917.50	-	656,917.50	673,835.00
08/01/2033	-	-	13,237.50	13,237.50	-	13,237.50	-
02/01/2034	645,000.00	1.250%	13,237.50	658,237.50	-	658,237.50	671,475.00
08/01/2034	-	-	9,206.25	9,206.25	-	9,206.25	-
02/01/2035	655,000.00	1.350%	9,206.25	664,206.25	-	664,206.25	673,412.50
08/01/2035	-	-	4,785.00	4,785.00	-	4,785.00	-
02/01/2036	660,000.00	1.450%	4,785.00	664,785.00	-	664,785.00	669,570.00
<b>Total</b>	<b>\$8,425,000.00</b>	<b>-</b>	<b>\$765,778.78</b>	<b>\$9,190,778.78</b>	<b>(95,788.78)</b>	<b>\$9,094,990.00</b>	<b>-</b>

### Significant Dates

Dated	4/06/2021
First Coupon Date	2/01/2022

### Yield Statistics

Bond Year Dollars	\$73,023.82
Average Life	8.668 Years
Average Coupon	1.0486699%
Net Interest Cost (NIC)	1.1640432%
True Interest Cost (TIC)	1.1650995%
Bond Yield for Arbitrage Purposes	1.0429265%
All Inclusive Cost (AIC)	1.2825939%

### IRS Form 8038

Net Interest Cost	1.0486699%
Weighted Average Maturity	8.668 Years

# City of Hopkins, Minnesota

\$8,425,000 General Obligation Bonds, Series 2021A

Issue Summary

Assumes Current Market BQ AA+ Rates plus 15bps

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total	Assessments	Utility Revenue	Tax Abatement Revenue	Levy/ (Surplus)
02/01/2022	-	-	61,161.28	61,161.28	(61,161.28)	-	-	-	-	-	-
02/01/2023	315,000.00	0.350%	74,637.50	389,637.50	(34,627.50)	355,010.00	372,760.50	110,382.34	372,760.50	-	(110,382.34)
02/01/2024	600,000.00	0.350%	73,535.00	673,535.00	-	673,535.00	707,211.75	110,382.34	371,602.88	55,000.00	170,226.54
02/01/2025	605,000.00	0.400%	71,435.00	676,435.00	-	676,435.00	710,256.75	110,382.34	375,695.25	55,000.00	169,179.16
02/01/2026	605,000.00	0.500%	69,015.00	674,015.00	-	674,015.00	707,715.75	110,382.34	374,351.25	55,000.00	167,982.16
02/01/2027	605,000.00	0.600%	65,990.00	670,990.00	-	670,990.00	704,539.50	110,382.34	372,671.25	55,000.00	166,485.91
02/01/2028	610,000.00	0.700%	62,360.00	672,360.00	-	672,360.00	705,978.00	110,382.34	375,905.25	55,000.00	164,690.41
02/01/2029	615,000.00	0.800%	58,090.00	673,090.00	-	673,090.00	706,744.50	110,382.33	373,516.50	55,000.00	167,845.67
02/01/2030	615,000.00	0.950%	53,170.00	668,170.00	-	668,170.00	701,578.50	110,382.34	370,786.50	55,000.00	165,409.66
02/01/2031	625,000.00	1.050%	47,327.50	672,327.50	-	672,327.50	705,943.88	110,382.34	372,794.63	55,000.00	167,766.91
02/01/2032	630,000.00	1.100%	40,765.00	670,765.00	-	670,765.00	704,303.25	110,382.35	374,406.38	55,000.00	164,514.53
02/01/2033	640,000.00	1.150%	33,835.00	673,835.00	-	673,835.00	707,526.75	110,382.33	375,787.13	55,000.00	166,357.30
02/01/2034	645,000.00	1.250%	26,475.00	671,475.00	-	671,475.00	705,048.75	110,382.33	371,681.63	60,000.00	162,984.80
02/01/2035	655,000.00	1.350%	18,412.50	673,412.50	-	673,412.50	707,083.13	110,382.34	372,469.13	60,000.00	164,231.66
02/01/2036	660,000.00	1.450%	9,570.00	669,570.00	-	669,570.00	703,048.50	110,382.34	372,828.75	60,000.00	159,837.41
<b>Total</b>	<b>\$8,425,000.00</b>	<b>-</b>	<b>\$765,778.78</b>	<b>\$9,190,778.78</b>	<b>(95,788.78)</b>	<b>\$9,094,990.00</b>	<b>\$9,549,739.50</b>	<b>\$1,545,352.74</b>	<b>\$5,227,257.00</b>	<b>\$730,000.00</b>	<b>\$2,047,129.76</b>

## Significant Dates

Dated	4/06/2021
First Coupon Date	2/01/2022

## Yield Statistics

Bond Year Dollars	\$73,023.82
Average Life	8.668 Years
Average Coupon	1.0486699%
Net Interest Cost (NIC)	1.1640432%
True Interest Cost (TIC)	1.1650995%
Bond Yield for Arbitrage Purposes	1.0429265%
All Inclusive Cost (AIC)	1.2825939%

# City of Hopkins, Minnesota

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\$8,425,000 General Obligation Bonds, Series 2021A

Issue Summary

Assumes Current Market BQ AA+ Rates plus 15bps

## Detail Costs Of Issuance

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Dated 04/06/2021 | Delivered 04/06/2021

### COSTS OF ISSUANCE DETAIL

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Municipal Advisor	\$50,000.00
Bond Counsel	\$14,000.00
Rating Agency Fee	\$15,000.00
Miscellaneous	\$1,000.00
<b>TOTAL</b>	<b>\$80,000.00</b>

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# City of Hopkins, Minnesota

\$3,090,000 General Obligation Bonds, Series 2021A  
Improvements

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total	Assessments	Levy/(Surplus)
02/01/2022	-	-	22,958.78	22,958.78	(22,958.78)	-	-	-	-
02/01/2023	-	-	28,017.50	28,017.50	(28,017.50)	-	-	110,382.34	(110,382.34)
02/01/2024	230,000.00	0.350%	28,017.50	258,017.50	-	258,017.50	270,918.38	110,382.34	160,536.04
02/01/2025	230,000.00	0.400%	27,212.50	257,212.50	-	257,212.50	270,073.13	110,382.34	159,690.79
02/01/2026	230,000.00	0.500%	26,292.50	256,292.50	-	256,292.50	269,107.13	110,382.34	158,724.79
02/01/2027	230,000.00	0.600%	25,142.50	255,142.50	-	255,142.50	267,899.63	110,382.34	157,517.29
02/01/2028	230,000.00	0.700%	23,762.50	253,762.50	-	253,762.50	266,450.63	110,382.34	156,068.29
02/01/2029	235,000.00	0.800%	22,152.50	257,152.50	-	257,152.50	270,010.13	110,382.33	159,627.80
02/01/2030	235,000.00	0.950%	20,272.50	255,272.50	-	255,272.50	268,036.13	110,382.34	157,653.79
02/01/2031	240,000.00	1.050%	18,040.00	258,040.00	-	258,040.00	270,942.00	110,382.34	160,559.66
02/01/2032	240,000.00	1.100%	15,520.00	255,520.00	-	255,520.00	268,296.00	110,382.35	157,913.65
02/01/2033	245,000.00	1.150%	12,880.00	257,880.00	-	257,880.00	270,774.00	110,382.33	160,391.67
02/01/2034	245,000.00	1.250%	10,062.50	255,062.50	-	255,062.50	267,815.63	110,382.33	157,433.30
02/01/2035	250,000.00	1.350%	7,000.00	257,000.00	-	257,000.00	269,850.00	110,382.34	159,467.66
02/01/2036	250,000.00	1.450%	3,625.00	253,625.00	-	253,625.00	266,306.25	110,382.34	155,923.91
<b>Total</b>	<b>\$3,090,000.00</b>	<b>-</b>	<b>\$290,956.28</b>	<b>\$3,380,956.28</b>	<b>(50,976.28)</b>	<b>\$3,329,980.00</b>	<b>\$3,496,479.00</b>	<b>\$1,545,352.74</b>	<b>\$1,951,126.26</b>

## Significant Dates

Dated	4/06/2021
First Coupon Date	2/01/2022

## Yield Statistics

Bond Year Dollars	\$27,602.08
Average Life	8.933 Years
Average Coupon	1.0541099%
Net Interest Cost (NIC)	1.1660579%
True Interest Cost (TIC)	1.1671822%
Bond Yield for Arbitrage Purposes	1.0429265%
All Inclusive Cost (AIC)	1.2812356%

# City of Hopkins, Minnesota

\$4,605,000 General Obligation Bonds, Series 2021A

Utilities

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	Utility Rev 105% of Total
02/01/2022	-	-	32,785.97	32,785.97	(32,785.97)	-	-
02/01/2023	315,000.00	0.350%	40,010.00	355,010.00	-	355,010.00	372,760.50
02/01/2024	315,000.00	0.350%	38,907.50	353,907.50	-	353,907.50	371,602.88
02/01/2025	320,000.00	0.400%	37,805.00	357,805.00	-	357,805.00	375,695.25
02/01/2026	320,000.00	0.500%	36,525.00	356,525.00	-	356,525.00	374,351.25
02/01/2027	320,000.00	0.600%	34,925.00	354,925.00	-	354,925.00	372,671.25
02/01/2028	325,000.00	0.700%	33,005.00	358,005.00	-	358,005.00	375,905.25
02/01/2029	325,000.00	0.800%	30,730.00	355,730.00	-	355,730.00	373,516.50
02/01/2030	325,000.00	0.950%	28,130.00	353,130.00	-	353,130.00	370,786.50
02/01/2031	330,000.00	1.050%	25,042.50	355,042.50	-	355,042.50	372,794.63
02/01/2032	335,000.00	1.100%	21,577.50	356,577.50	-	356,577.50	374,406.38
02/01/2033	340,000.00	1.150%	17,892.50	357,892.50	-	357,892.50	375,787.13
02/01/2034	340,000.00	1.250%	13,982.50	353,982.50	-	353,982.50	371,681.63
02/01/2035	345,000.00	1.350%	9,732.50	354,732.50	-	354,732.50	372,469.13
02/01/2036	350,000.00	1.450%	5,075.00	355,075.00	-	355,075.00	372,828.75
<b>Total</b>	<b>\$4,605,000.00</b>	<b>-</b>	<b>\$406,125.97</b>	<b>\$5,011,125.97</b>	<b>(32,785.97)</b>	<b>\$4,978,340.00</b>	<b>\$5,227,257.00</b>

## Significant Dates

Dated	4/06/2021
First Coupon Date	2/01/2022

## Yield Statistics

Bond Year Dollars	\$38,908.54
Average Life	8.449 Years
Average Coupon	1.0437964%
Net Interest Cost (NIC)	1.1621509%
True Interest Cost (TIC)	1.1631607%
Bond Yield for Arbitrage Purposes	1.0429265%
All Inclusive Cost (AIC)	1.2836466%

# City of Hopkins, Minnesota

\$730,000 General Obligation Bonds, Series 2021A

Mill/Overlay (Tax Abate)

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Tax Abatement Total	Revenue	Levy/ (Surplus)
02/01/2022	-	-	5,416.53	5,416.53	(5,416.53)	-	-	-	-
02/01/2023	-	-	6,610.00	6,610.00	(6,610.00)	-	-	-	-
02/01/2024	55,000.00	0.350%	6,610.00	61,610.00	-	61,610.00	64,690.50	55,000.00	9,690.50
02/01/2025	55,000.00	0.400%	6,417.50	61,417.50	-	61,417.50	64,488.38	55,000.00	9,488.38
02/01/2026	55,000.00	0.500%	6,197.50	61,197.50	-	61,197.50	64,257.38	55,000.00	9,257.38
02/01/2027	55,000.00	0.600%	5,922.50	60,922.50	-	60,922.50	63,968.63	55,000.00	8,968.63
02/01/2028	55,000.00	0.700%	5,592.50	60,592.50	-	60,592.50	63,622.13	55,000.00	8,622.13
02/01/2029	55,000.00	0.800%	5,207.50	60,207.50	-	60,207.50	63,217.88	55,000.00	8,217.88
02/01/2030	55,000.00	0.950%	4,767.50	59,767.50	-	59,767.50	62,755.88	55,000.00	7,755.88
02/01/2031	55,000.00	1.050%	4,245.00	59,245.00	-	59,245.00	62,207.25	55,000.00	7,207.25
02/01/2032	55,000.00	1.100%	3,667.50	58,667.50	-	58,667.50	61,600.88	55,000.00	6,600.88
02/01/2033	55,000.00	1.150%	3,062.50	58,062.50	-	58,062.50	60,965.63	55,000.00	5,965.63
02/01/2034	60,000.00	1.250%	2,430.00	62,430.00	-	62,430.00	65,551.50	60,000.00	5,551.50
02/01/2035	60,000.00	1.350%	1,680.00	61,680.00	-	61,680.00	64,764.00	60,000.00	4,764.00
02/01/2036	60,000.00	1.450%	870.00	60,870.00	-	60,870.00	63,913.50	60,000.00	3,913.50
<b>Total</b>	<b>\$730,000.00</b>	<b>-</b>	<b>\$68,696.53</b>	<b>\$798,696.53</b>	<b>(12,026.53)</b>	<b>\$786,670.00</b>	<b>\$826,003.50</b>	<b>\$730,000.00</b>	<b>\$96,003.50</b>

## Significant Dates

Dated	4/06/2021
First Coupon Date	2/01/2022

## Yield Statistics

Bond Year Dollars	\$6,513.19
Average Life	8.922 Years
Average Coupon	1.0547287%
Net Interest Cost (NIC)	1.1668089%
True Interest Cost (TIC)	1.1678654%
Bond Yield for Arbitrage Purposes	1.0429265%
All Inclusive Cost (AIC)	1.2820580%

# City of Hopkins, Minnesota

\$1,234,233 General Obligation Bonds, Series 2021A

Assessments

2.0% over TIC - Equal Principal

## Assessments

Date	Principal	Coupon	Interest	Total P+I
12/31/2022	71,504.00	3.150%	38,878.34	110,382.34
12/31/2023	73,756.38	3.150%	36,625.96	110,382.34
12/31/2024	76,079.70	3.150%	34,302.64	110,382.34
12/31/2025	78,476.22	3.150%	31,906.12	110,382.34
12/31/2026	80,948.22	3.150%	29,434.12	110,382.34
12/31/2027	83,498.08	3.150%	26,884.26	110,382.34
12/31/2028	86,128.27	3.150%	24,254.06	110,382.33
12/31/2029	88,841.32	3.150%	21,541.02	110,382.34
12/31/2030	91,639.82	3.150%	18,742.52	110,382.34
12/31/2031	94,526.47	3.150%	15,855.88	110,382.35
12/31/2032	97,504.05	3.150%	12,878.28	110,382.33
12/31/2033	100,575.43	3.150%	9,806.90	110,382.33
12/31/2034	103,743.56	3.150%	6,638.78	110,382.34
12/31/2035	107,011.48	3.150%	3,370.86	110,382.34
<b>Total</b>	<b>\$1,234,233.00</b>	<b>-</b>	<b>\$311,119.74</b>	<b>\$1,545,352.74</b>

## Significant Dates

Filing Date	1/01/2022
First Payment Date	12/31/2022

Resolution No. 2021-007

Councilmember \_\_\_\_\_ introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of  
\$8,425,000 General Obligation Bonds, Series 2021A**

- A. WHEREAS, the City Council of the City of Hopkins, Minnesota has heretofore determined that it is necessary and expedient to issue the City's \$8,425,000 General Obligation Bonds, Series 2021A (the "Bonds"), to finance the 2021 road improvement, mill/overlay and utility projects in the City; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2 (9);

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

1. Authorization; Findings. The City Council hereby authorizes Ehlers to assist the City for the sale of the Bonds.
2. Meeting; Proposal Opening. The City Council shall meet at 7:00 p.m. on March 16, 2021, for the purpose of considering proposals for and awarding the sale of the Bonds.
3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by City Council Member \_\_\_\_\_ and, after full discussion thereof and upon a vote being taken thereon, the following City Council Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this 16th day of February, 2021.

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Amy Domeier, City Clerk



**Administration/  
Community Services**

**CITY OF HOPKINS**

## **Memorandum**

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

From: Ari Lenz, Assistant City Manager

Date: February 16, 2021

Subject: Administration & Community Services Update

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### **PURPOSE**

The February 16, 2021, City Council work session will include a presentation from the Administration and Community Services Departments as part of the series of updates and recommendations from City Departments in 2021.

### **INFORMATION**

Administration & Community Services includes the following areas: Administration, Elections, Human Resources, Communications, Information Technology, Inspections, the Center for the Arts and the Activity Center.

The presentation will include a high-level overview of the service areas, the impact of Covid-19 on these areas and discussion on goals for 2021 and 2022.

### **FUTURE ACTION**

The intention is to provide an update, if Council feels that an additional conversation on any particular area is needed we can plan for a subsequent discussion.