

# HOPKINS CITY COUNCIL

## AGENDA

Tuesday, March 2, 2021

7:00 pm

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

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

**I. CALL TO ORDER**

**II. ADOPT AGENDA**

**III. PRESENTATIONS**

1. Update from Hennepin County Commissioner Chris LaTondresse; Gadd

**IV. CONSENT AGENDA**

1. Minutes of the February 16, 2021 City Council Regular Meeting Proceedings
2. Approve Agreement for Purchase of Services between City of Hopkins and Hennepin County Department of Community Corrections and Rehabilitation; Stadler
3. Approval of 2021-2022 Union Contract with AFSCME; Lenz
4. Ratify Checks Issued in February 2021; Bishop
5. Resolution approving issuance of a Premise Permit for Lawful Gambling to be Conducted by The Hopkins American Legion Women's Auxiliary at John Wilber Moore Hopkins American Legion Post 320 located at 10 - 12th Avenue South; Domeier
6. Cooperative Construction Agreement with MNDOT Trunk Highway 7/Hopkins Crossroad Improvements; Stanley
7. Approve Contract with Republic Services for Residential Curbside Recycling Services for 2021-2026 Term; Stadler

**V. PUBLIC HEARING**

**VI. OLD BUSINESS**

**VII. NEW BUSINESS**

1. 2021 Mission and Goals – Hopkins City Council; Mornson

**VIII. PUBLIC COMMENT**

**IX. ANNOUNCEMENTS**

- Next City Council Work Session: Tuesday, March 9 at 6:30 p.m.
- Next Regular City Council Meeting: Tuesday, March 16 at 7:00 p.m.

**X. 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.)**

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
FEBRUARY 16, 2021**

**CALL TO ORDER**

Pursuant to due call and notice thereof a regular meeting of the Hopkins City Council was held on Tuesday, February 16, 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, Community Development Coordinator Youngquist, Finance Director Bishop, Director of Planning and Development Elverum, Chief Building Office Kearney, Communications Coordinator Intern Anderson, Activity Center Coordinator Kivett, CIO Hepp, Arts Director Anderson, 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 Hunke.

**Motion** to Adopt the Agenda.

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

**Nays: None. Motion carried.**

**PRESENTATIONS**

**III.1. Update on the 23<sup>rd</sup> Annual Empty Bowls Fundraiser; Tarrah Palm**

Tarrah Palm, Executive Director of Resource West provided information about the 2021 Empty Bowls virtual event. Mayor Gadd along with the City Council Members presented a Proclamation to Ms. Palm.

**III.2. Legislative Updates with State Senator Latz and State Representative Youakim; Gadd**

State Representative Youakim provided a summary of the legislative updates related to budget, COVID-19, the committees she serves on and bills she helped create. Ms. Youakim thanked the City Council for their service. Senator Latz echoed Ms. Youakim's comments.

Mayor Gadd reiterated that the City is very involved in the Metro Cities and LMC and expressed his support for those organizations. He appreciated Ms. Youakim's work on the Hometown Heroes Bill and talked more about the Fire Department's chemical assessment team. Finally, he talked about affordable housing in Hopkins. Ms. Youakim commented on the City's work on the Beacon project. Ms. Youakim talked about her work with affordable housing. Mr. Latz stated that the House of Representatives will be taking the lead on affordable housing initiatives.

**HOPKINS CITY COUNCIL  
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FEBRUARY 16, 2021**

Mayor Gadd talked about the property tax base for the City and shared concerns around SWLRT related to the Shady Oak Station parking lot. Council Member Halverson stated that at the state level it would be beneficial to help the City find a ramp versus a paved parking lot. Mr. Latz supported finding money for structured parking. Council Member Beck also shared his concerns about the future parking at the station and project's regional benefit. Council Member Brausen agreed with the comments already provided and shared concerns about the amount of work on the project to date. He wanted the best outcome for the station parking. Ms. Youakim provided her support for the project.

**CONSENT AGENDA**

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

**Motion** to Approve the 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

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

**Nays: None. Motion carried.**

**PUBLIC HEARING**

**V.1. 2021 Community Development Block Grant Program; Youngquist**

Community Development Coordinator Youngquist provided a summary of Council Report 2021-012 recommending to allocate 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. Ms. Youngquist anticipated this would help four to five homeowners.

Mayor Gadd opened the Public Hearing at 7:41 p.m. No public comments were received.

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

**Motion** to Close the Public Hearing.

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

**Nays: None. Motion carried. Public Hearing closed at 7:42 p.m.**

Ms. Youngquist shared more information about how to apply for the program. Brief discussion was held about the program's waiting list.

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

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
FEBRUARY 16, 2021**

**Motion** to 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.

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

**NEW BUSINESS**

**VII.1. Authorize Sale of \$8,425,000 General Obligation Bonds Series 2021A; Bishop**

Finance Director Bishop provided a summary of Council Report 2021-013 for the Series 2021A bonds that will be general obligations of the city for which its 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.

Mayor Gadd questioned if the rates would be similar to last year. Stacie Kvilvang, Municipal Advisor with Ehlers anticipated similar rates.

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

**Motion** to adopt Resolution 2021-007 Providing for the Sale of \$8,425,000 General Obligation Bonds, Series 2021A.

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

**VII.2. Administration and Community Services Update**

Assistant City Manager Lenz and her team provided high-level overview of the service areas, the impact of Covid-19 on these areas and discussion on goals for 2021 and 2022. Administration & Community Services includes the following areas: Administration, Elections, Human Resources, HREI, Communications, Information Technology, Inspections, the Center for the Arts and the Activity Center.

Mayor Gadd thanked the team for their work. Council Member Brausen appreciated the work being done by HREI. Mayor Gadd asked about IT security. CIO Hepp provided information about the security issues and trends.

Council Member Brausen questioned the rental license ordinance review requesting for it to happen yet this year. Chief Building Official Kearney provided an estimated

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
FEBRUARY 16, 2021**

timeline to be after the new building code adoption. He also briefly talked about changes to the rental housing program.

Mayor Gadd and Council Member Brausen thanked Arts Center Director Anderson for her creativity and planning during the pandemic. Mr. Brausen stated this a good opportunity to re-identify what has worked to get us moving forward and have new goals.

**ANNOUNCEMENTS**

Mayor Gadd stated that the next regular meeting will be on March 2 at 7 p.m. City Manager Mornson reminded City Council that they are welcome to reach out to Assistant City Manager Lenz with any additional questions.

**ADJOURNMENT**

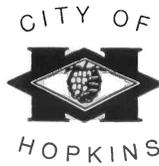
There being no further information to come before the City Council and upon a motion by Brausen, second by Halverson, the meeting was unanimously adjourned at 9:26 p.m.

Respectfully Submitted,  
Amy Domeier, City Clerk

ATTEST:

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

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



March 2, 2021

Council Report 2021-014

Approve Agreement for Purchase of Services between City of Hopkins and Hennepin County Department of Community Corrections and Rehabilitation

Proposed Action.

Staff recommends adoption of the following motion: Move that Council authorize the Mayor and City Manager to sign an agreement for purchase of services for the years 2021 and 2022 through the Hennepin County Sentencing to Service work program.

Overview.

This is a biannual renewal of an agreement between the City and Hennepin County for purchase of services performed by a Sentence to Service work crew. Under this renewed agreement, the City agrees to pay the County \$46,937.72 for various work performed for the City by a minimum four person crew, 4 days per week, 6 hours per day, from January 1, 2021 – December 31, 2021 and \$48,346.36 for the period from January 1, 2022 – December 31, 2022. Typically, our use of the STS crew is May 1 – October 31 each year. The work crew is equipped and insured by the County and supervised by a full-time County-employed supervisor. The work tasks will include: maintenance of turf and landscaped areas at Downtown Park, City Hall, Shady Oak Beach, Rotary Oasis, various downtown areas, various other right of way areas, CSAH 73/5 intersection, fence staining, hockey board painting and other tasks, as assigned. The City has successfully used the Hennepin County Sentencing to Service work program since 2008. There have been no negative consequences involving the work crews and the public. A Hennepin County supervisor is always on-site and in communication with Streets/Parks Superintendent or Parks Lead Worker.

The agreement may be cancelled by either party with 30-day notice.  
Staff recommends approval.

Supporting Information.

- Proposed County Agreement

Steven J. Stadler  
Public Works Director

Financial Impact: \$ 46,937.72 Budgeted: Y/N <u>Y</u> Source: PW – Parks
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**SENTENCING TO SERVICE PROGRAM  
SERVICES AGREEMENT**

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA (the “COUNTY”) A-2300 Government Center, 300 South Sixth Street, Minneapolis, Minnesota 55487, on behalf of the Hennepin County Department of Community Corrections and Rehabilitation, C-2300 Government Center, Minneapolis, Minnesota 55487 (the “DEPARTMENT”) and the CITY OF HOPKINS, 11100 Excelsior Boulevard, Hopkins, Minnesota 55343 (the “PARTNER”).

WHEREAS, the COUNTY operates the Sentencing to Service Program (the “PROGRAM”), which offers offenders an opportunity to learn landscape maintenance and other marketable skills; and

WHEREAS, the PARTNER wishes to purchase the services of the PROGRAM;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the COUNTY, on behalf of the DEPARTMENT, and the PARTNER agree as follows:

1. TERM AND COST OF THIS AGREEMENT

This Agreement shall be in effect from January 1, 2021 through December 31, 2022, unless terminated earlier in accordance with the Default and Cancellation provisions of this Agreement.

The total cost of this Agreement for year 1 shall not exceed Forty-six Thousand Nine Hundred Thirty-Seven Dollars and Seventy-Two Cents (\$46,937.72) plus applicable tax.

The total cost of this Agreement for year 2 shall not exceed Forty-eight Thousand Three Hundred Forty-Six Dollars and Thirty-Six Cents (\$48,346.36) plus applicable tax.

2. SERVICES TO BE PROVIDED

The COUNTY agrees to provide labor to perform the following work, in accordance with the terms of this Agreement, and as more specifically described in Attachment A, attached hereto and incorporated herein by reference (the “Work”): landscape maintenance, lawn mowing, forestry and park maintenance services.

3. PARTNER RESPONSIBILITIES

The PARTNER agrees to the following:

A. Obtain all necessary permits or licenses or special authority for all Work.

- B. Assign all Work and coordinate material purchases and delivery for projects to be performed.
- C. Provide the COUNTY at least one day advance notice of changes in its daily labor needs.

4. COUNTY RESPONSIBILITIES

The COUNTY agrees to the following with respect to the Work requested:

- A. Provide work crew(s) in the number and on the days specified on Attachment A.
- B. Provide COUNTY-employed crew leader who will be responsible for the transportation, instruction, and supervision of the PROGRAM work crew.
- C. Provide required personal safety equipment and clothing needed for specific work.
- D. Provide basic landscaping or other tools and equipment needed for specific work.
- E. Train each PROGRAM work crew in necessary safety principles and techniques.
- F. Provide quarterly reports to the PARTNER that show the number of days worked and total hours of service received.
- G. Assume all medical liability for the PROGRAM participants.
- H. The COUNTY, in its sole discretion, will assign PROGRAM participants of any gender, race or age capable of performing the Work.
- I. The COUNTY will notify the PARTNER as soon as practical if it cannot complete the Work as specified in the Agreement. The COUNTY's inability to complete the Work, as requested by the PARTNER, shall not be a default under this Agreement.

5. COST AND PAYMENT FOR SERVICES

- A. The COUNTY shall bill the PARTNER for services performed including all applicable state and local sales tax as further specified in Attachment A. If the PARTNER is exempt from any such tax, it shall provide a completed Certificate of Exemption to the COUNTY as specified in Attachment A.
- B. Payment for services performed by the COUNTY shall be paid by the PARTNER within thirty (30) days from the date of invoice.

6. INDEPENDENT PARTNER

Nothing is intended or should be construed as creating or establishing the relationship of co-partners between the parties or as constituting either party as the agent, representative, or

employee of the other party for any purpose. Each party is and shall remain an independent PARTNER for all services performed under this Agreement. Each party shall secure at its own expense all personnel required in performing services under this Agreement. Any personnel or other persons engaged in the performance of any work or services required by a party will have no contractual relationship with the other party and will not be considered employees of the other party.

7. INDEMNIFICATION

Except as further provided in this paragraph: (1) each party is responsible for its own errors, acts, and omissions and the results thereof to the extent authorized by law and shall not be responsible for the errors, acts, and omissions of the other party and the results thereof, and (2) each party agrees to defend, indemnify, and hold harmless the other party, its officials, officers, agents, and employees, for its own errors, acts, and omissions and the results thereof to the extent authorized by law. Notwithstanding anything to the contrary in this Section 7, the COUNTY shall have no liability to the PARTNER for any cause under or related to this Agreement for any consequential, special, incidental, punitive, or indirect damages (including without limitation loss of profit, revenue, business opportunity, or business advantage), whether based upon a claim or action of tort, contract, warranty, negligence, strict liability, contribution, or any other legal theory or cause of action. The COUNTY and the PARTNER's liability shall be governed by and limited in accordance with Minnesota Statutes, Chapter 466.

8. DATA PRACTICES

Both parties shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), and all other applicable state and federal laws, rules, regulations, and orders relating to data privacy and confidentiality.

9. SUBCONTRACTING AND ASSIGNMENTS

Neither party shall assign, subcontract, transfer, or pledge this Agreement, in whole or in part, without the prior written consent of the other party.

10. MERGER AND MODIFICATION

- A. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement.
- B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties.

11. DEFAULT AND CANCELLATION

- A. If either party fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of this Agreement, it shall be in default. Unless the default is excused by the nondefaulting party, the nondefaulting party may upon written notice immediately cancel this Agreement in its entirety. Additionally, failure of the PARTNER to comply with the terms of this Agreement shall be just cause for the COUNTY to immediately cease providing services under this Agreement until the PARTNER resumes compliance.
- B. The above remedies shall be in addition to any other right or remedy available to the parties under this Agreement, law, statute, rule, and/or equity.
- C. Either party's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of this Agreement.
- D. This Agreement may be cancelled with or without cause by either party upon thirty (30) days written notice.

## 12. CONTRACT ADMINISTRATION

In order to coordinate the services of the PARTNER with the activities of the DEPARTMENT, so as to accomplish the purposes of this Agreement, Logan Futterer, Corrections Program Manager, Hennepin County Department of Community Corrections & Rehabilitation, Community Offender Management Division, 3000 North Second Street, Minneapolis, Minnesota 55411, [logan.futterer@hennepin.us](mailto:logan.futterer@hennepin.us) or his successor (Contract Administrator), shall manage this Agreement on behalf of the COUNTY and serve as liaison between the COUNTY and the PARTNER.

## 13. NOTICES

Any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to the COUNTY shall be sent to the County Administrator with a copy to the originating DEPARTMENT at the address given in the opening paragraph of this Agreement. Notice to the PARTNER shall be sent to the address stated in the opening paragraph of this Agreement.

## 14. MINNESOTA LAWS GOVERN

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota. If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions will not be affected.

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COUNTY BOARD AUTHORIZATION

Reviewed for COUNTY by  
the County Attorney's Office:

COUNTY OF HENNEPIN  
STATE OF MINNESOTA  
By:

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Reviewed for COUNTY by:

ATTEST:

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Board Resolution No:  
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By:

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CONTRACTOR

CONTRACTOR warrants that the person who executed this Agreement is authorized to do so on behalf of CONTRACTOR as required by applicable articles, bylaws, resolutions or ordinances.\*

By:

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{{                  ttl\_es\_:signer2:title}}

By:

{ {Sig\_es\_:signer3:signature} }  
{{userstamp3\_es\_:signer3:stamp}}  
{{                  ttl\_es\_:signer3:title}}

\*CONTRACTOR represents and warrants that it has submitted to COUNTY all applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. Documentation is not required for a sole proprietorship.

**ATTACHMENT A**

**Hennepin County STS Services For  
City of Hopkins  
January 1, 2021 – December 31, 2022**

**SERVICES TO BE PROVIDED:** Landscape maintenance, lawn mowing, forestry, and park maintenance services.

**SERVICE FREQUENCY:** One (1) STS work crew, four (4) days per week for a minimum of six (6) hours per day, excluding paid breaks. The COUNTY may provide additional STS work crews per year at the daily rate for buckthorn removal upon PARTNER request.

**COST PER DAY:**

2021: Three Hundred Seventy-Eight Dollars and Fifty-Three Cents (\$378.53)

2022: Three Hundred Eighty-Nine Dollars and Eighty-Nine Cents (\$389.89)

**TOTAL COST:** \$95,284.08

2021: (378.53/day x 4 days/week x 31 weeks per year) = \$46,937.72

2022: (389.89/day x 4 days/week x 31 weeks per year) = \$48,346.36

**INVOICING:** (Quarterly)

**PARTNER CONTACT INFORMATION:**

Steven Stadler, Public Works Director  
City of Hopkins  
11100 Excelsior Boulevard  
Hopkins, MN 55343  
Office: 952-548-6350 Mobile: 952-292-6875  
Fax: 952-939-1381  
sstadler@hopkinsmn.com

**TAXABLE STATUS**

Hennepin County provides certain services that are taxable in the State of Minnesota. Appropriate sales tax will be charged for all taxable services provided. If your organization is exempt from any state or local sales tax, you must provide a completed Certificate of Exemption (Form ST3) to the County Liaison identified in section 12.

Please consult the Minnesota Department of Revenue Sales & Use Tax guides (available at <https://www.revenue.state.mn.us/sales-and-use-tax>) for information on taxability of specific services.



## Approval of 2021-2022 Union Contract with AFSCME

**Proposed Action:** Staff recommends the following motions: Move approval of the 2021-2022 Contract with AFSCME.

This will ratify a two-year contract with AFSCME.

### Overview

This union consists of the all clerical, technical and service maintenance employees employed by the city who meet the definition of public employee under Minn. Stat. 179A.03, subd. 14, excluding employees of the HRA, Depot; exempt-professional employees; essential employees; confidential employees and supervisory employees and employees represented by other unions. The union currently consists of 24 employees due to some recent reductions. These positions are the non-supervisory positions responsible for a variety of roles throughout the city including the art center, activity center and pavilion.

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% AFSCME'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?

- None.

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.

A handwritten signature in black ink that reads "Ari Lenz".

---

Ari Lenz, Assistant City Manager

Financial Impact: Approx. \$70,044 (2021) Budgeted Y/N: Y Source: General Fund  
Notes: Full copy of contract included in the packet.

LABOR AGREEMENT

Between the  
City of Hopkins

and

AFSCME

2021-2022

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## **AGREEMENT BETWEEN THE CITY OF HOPKINS AND AFSCME COUNCIL 5**

This AGREEMENT (hereinafter referred to as the Labor Agreement or the Agreement is made and has been entered into effective the \_\_\_\_\_ of March 2021 by and between the City of Hopkins (the Employer) and the American Federation of State, County, and Municipal Employees, District Council No. 5, Local Union No. (the Union). Unless otherwise indicated, the agreed upon changes are effective on the date the agreement is executed by the Parties. The Employer and the Union (the Parties) agree to be bound by the following terms and provisions.

### **Article 1- Purpose and Intent**

This Agreement is entered into between the CITY OF HOPKINS, hereinafter called the EMPLOYER, and AFSCME COUNCIL 5, hereinafter called the UNION. The intent and purpose of this Agreement is to:

1. Promote sound and mutually beneficial working and economic relationships between parties hereto;
2. Provide an orderly and peaceful means of resolving any grievances which may arise;
3. Specify in writing the full and complete understanding of the parties concerning the terms and conditions of employment for the duration of the AGREEMENT.

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

### **Article 2- Recognition**

2.1 The EMPLOYER recognizes the UNION as the exclusive representative of all clerical, technical and service maintenance employees employed by the City of Hopkins, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding employees of the HRA; Depot; exempt-professional employees; essential employees; confidential employees and supervisory employees and all employees represented by other recognized unions.

2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or the exclusion of a new or modified job position the issue shall be submitted to the Bureau of Mediation Services for determination.

### **Article 3- Union Security**

3.1 Union Dues Payroll Deductions- In recognition of the Union as the exclusive representative, the Employer shall deduct an amount sufficient to provide the payment of the regular monthly Union membership dues uniformly established by the Union from the wages of all employees who have authorized such deduction by the Union. The Union shall certify to the Employer the current amount of regular monthly membership dues which it has uniformly established for all members. Such deductions shall be canceled by the Employer when the member becomes a permanently certified employee in a classification title that is not represented by this bargaining unit.

3.2 Fair Share Fees Payroll Deductions- In accordance with Minnesota Statutes 179A.06, Subd. 3, the Employer shall, upon notification by the Union, deduct a fair share fee from all certified employees who are not members of the Union. This fee shall be an amount equal to the regular membership dues of the

Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five percent (85%) of the Union's regular membership dues or such amount as may otherwise be allowable by law. The Union shall certify to the Employer, in writing, the current amount of the fair share fee to be deducted as well as the names of bargaining unit employees required by the Union to pay the fee.

3.3 National AFSCME P.E.O.P.L.E. Deductions- The Employer shall deduct a specified amount from the biweekly wages of all employees who have authorized, in writing, such deduction on a form designated and furnished by the Union for voluntary contributions to the National AFSCME P.E.O.P.L.E. Committee. Amounts deducted shall be combined with the regular monthly dues deduction provided for in Section 1 of this article and shall be transmitted to the Union in accordance with Section 5 of this article.

3.4 Time of Deductions- The Employer shall deduct Union dues and fair share fees each payroll period. In the event an employee covered by the provisions of this section has insufficient pay due to cover the required deduction, the Employer shall have no further obligations to effect subsequent deductions for the involved payroll period.

3.5 Remittance- The Employer shall remit such membership dues and fair share fees deductions made pursuant to the provisions of this section to the appropriate designated officer of the Union monthly.

3.6 The UNION may designate certain employees from the bargaining unit to act as Stewards and shall inform the EMPLOYER in writing of such choice.

3.7 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders or judgements 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- No Strike- No Lockout**

4.1 In recognition of the provisions included in this Agreement for a grievance procedure to be used for resolution of disputes, the UNION agrees that neither the UNION, its officers or agents, nor any of the employees covered by this AGREEMENT will engage in, encourage, sanction, support or suggest any strikes, slowdowns, mass absenteeism, mass use of sick leave, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment. Any violation of any provisions of this Article may be cause for disciplinary action including discharge.

4.2 No lockout shall be instituted by the Employer during the life of this Agreement provided Section 1 of this Article is not violated by employees or the Union.

#### **Article 5- Union Business and Union Access**

5.1 With advance notice to the Employer's immediate supervisor, the Employer agrees that during working hours, on the EMPLOYER'S premises, and without loss of pay, the Local Union President or designated Union Representative shall be allowed reasonable time to: post Union notices and announcements; transmit communications to the EMPLOYER; or consult with the EMPLOYER concerning enforcement of any provisions of this Agreement.

5.2 The EMPLOYER shall provide reasonable designated bulletin board space for use by the UNION in posting notices of UNION business and activities; said bulletin board space shall not be used by the UNION for political purposes other than UNION elections.

5.3 A designated and certified steward shall be granted reasonable time to present grievances to the EMPLOYER during their normal working hours. Such stewards, however, shall not leave their work stations without first obtaining the permission of their immediate supervisor and shall notify their immediate supervisor upon returning to work. As much notice as possible will be given to supervisors prior to requested leave. The permission of the supervisor shall not be denied without good cause. When a steward or officer of the UNION participates in the reasonable preparation for and/or investigation of the grievance, such steward or officer shall also be authorized time off with pay for this purpose. Stewards and officers of the UNION shall not interfere in any way with the EMPLOYER'S operation or with the performance of work by its employees. Nothing in this subdivision, however, shall be construed to limit the proper presentation of grievances provided for by this subdivision.

5.4 Officers and other representatives of the UNION shall not interfere in any way with the EMPLOYER'S operation or with the performance of work by its employees. Nothing in this subdivision, however, shall be construed to limit the proper presentation of grievances provided for by this subdivision.

5.5 A designated and certified steward of the UNION shall be granted reasonable time to attend meetings at which an employee is formally questioned during an investigation into conduct which may lead to disciplinary action during their normal working hours. Such steward, however, shall first obtain the permission of their immediate supervisor and shall notify their immediate supervisor upon returning to work. The permission of the supervisor shall not be denied without good cause. Stewards and other representatives of the Union shall not interfere in any way with the Employer's operation or with the performance of work by its employees.

5.6 With notice to the Assistant City Manager, non-employee representatives of the Union who have been certified to the EMPLOYER may come on the worksite for the purpose of presenting grievances. The UNION agrees that there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines or assessments, meetings or other UNION activities on the EMPLOYER'S time by such non-employee representatives, the UNION'S stewards or any officers of the UNION.

5.7 A reasonable number of employees selected by the Union to participate in negotiations, and/or meet and confer sessions with the EMPLOYER, which takes them away from their employment with the EMPLOYER shall be considered to be on paid time provided such meetings occur during the employee's regularly scheduled hours of work and with the EMPLOYER present. No overtime obligation shall accrue to the EMPLOYER related to the employee's participation in such activities. The UNION shall notify the EMPLOYER as far in advance as possible of an employee's participation and the employee shall secure the approval of his/her supervisor. The approval of the supervisor shall not be withheld without legitimate business reasons.

5.8 Upon request, the EMPLOYER may provide the UNION with data on bargaining unit members. Cost to provide data will be determined at the EMPLOYER'S discretion and will not exceed costs as authorized by the Minnesota Government Data Practices Act.

#### **Article 6- Definitions**

BASE PAY RATE: The Employee's basic hourly rate exclusive of overtime premium, shift premium, stability or any other special allowances.

CASUAL EMPLOYEE: Part-time positions are non-regular unless stated as regular part-time at the time of hire. These positions are not eligible for benefits (unless required by law) and hours may vary.

CLASS: One or more positions sufficiently similar with respect to duties and responsibilities that the same descriptive title can be used with clarity to designate each position; and that the same schedule of compensation can be applied to all positions.

DEPARTMENT: means one of the City of Hopkins Departments.

EMERGENCY: An unforeseen crisis situation or condition so defined by the EMPLOYER.

EMPLOYEE: means any member of the exclusively recognized bargaining unit.

EMPLOYER: means the City of Hopkins.

GRIEVANCE: means a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

FULL-TIME EMPLOYEE: means an employee that works more than 30 hours per week.

LAYOFF: Separation from service with the EMPLOYER necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct or other behavioral consideration.

LEAVE OF ABSENCE: An approved absence from work duty during a scheduled work period with or without compensation.

PART-TIME EMPLOYEE: means an employee that works less than 30 hours per week.

PROBATIONARY PERIOD: all employees shall be probationary employees within the first year of appointment/date of hire to a job classification.

REGULAR EMPLOYEE: means an employee appointed to either a full or part time regular position who has satisfactorily complete the required probationary period for such employment.

SHIFT: means a continuous eight (8) hour work period, or other work period agreed by employee and his or her supervisor.

STEP INCREASE: is an increase that occurs when a regular employee's salary level is adjusted on the step scale (horizontal) after the employee reaches the appropriate year of service and receives a satisfactory performance evaluation from the employee's supervisor.

A RECLASSIFICATION OF POSITION: occurs when a position is changed on the grade scale.

## **Article 7- Employer Authority**

7.1 The UNION recognizes the right of the EMPLOYER to operate and manage its affairs in all respects in accordance with the laws and regulations of appropriate authorities including municipal personnel policies and work rules

7.2 The prerogatives and authority which the EMPLOYER has not officially abridged, delegated or modified by this AGREEMENT are retained by the EMPLOYER: such as, but not limited to:

Direct employees;

Hire, promote, transfer, assign, retain employees in positions and suspend, demote, discharge or take other disciplinary action against employees;

Relieve employees from duties because of lack of work or other legitimate reasons;

Maintain the efficiency of the government operations;

Determine the methods, means, job classifications, and personnel by which such operations are to be conducted or performed;

Take whatever actions may be necessary or desirable in any emergency to promote the public general welfare

## **Article 8- Individual Rights**

Employees have the right to join or to refrain from joining the UNION. Neither the City nor the UNION shall discriminate against or interfere with the rights of employees to become or not become members of the UNION, and further, there shall be no discrimination or coercion against any employee because of UNION membership or non-membership.

## **Article 9- Hours of Work**

9.1 This article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime pay, if any.

9.2 The normal work day shall be eight (8) hours and the normal work week shall be 40 hours, unless waived by the employee and the department head. The sole authority in work schedules is the EMPLOYER. Should it be necessary, in the judgement of the department head to establish permanent daily or weekly work schedules departing from the normal work day or the normal work week, notice of such change shall be given to the Employee and to the Union at least fourteen (14) calendar days in advance of the scheduled change. With such notice, the Employer shall provide the Union the opportunity to meet and confer with respect to the proposed changes.

9.3 An Employee may make a request to their immediate supervisor that they be allowed to work a flexible schedule during the work week. Granting the flexible schedule is at the sole discretion of the supervisor, taking into consideration department needs.

9.4 A Union member may make a request to their immediate supervisor that they be allowed to work an altered work schedule that impacts the defined pay period. An Altered Pay Period is defined as a variation in a normal 40-hour work week, as defined by Section 9.2 of the contract, by an employee who has received prior authorization from their direct supervisor. Granting the flexible schedule is at the sole discretion of the supervisor. The decision on whether to grant a flexible schedule will be based upon work load and staffing requirements. Any hours worked in excess of 40 hours during an approved flexible schedule, would not be eligible for overtime. The granting of a flexible schedule to one employee will not create a requirement to grant a flexible schedule to other employees. The granting of a flexible schedule to an employee will not create a requirement to continue to allow a flexible schedule beyond one week to grant a new request from that employee for a flexible schedule. Altered pay periods must be documented in writing and signed by both the Employee, Employer and the Assistant City Manager. A copy will be sent to the Union for their record.

#### **Article 10- Overtime**

10.1 Non-exempt, hourly employees are eligible for overtime compensation.

10.2 Compensation at the rate of one and one-half (1 ½) times the employee's basic hourly rate shall be due for hours worked in excess 40 hours per week. At the discretion of the Department Head, employees may be granted compensatory time off for hours worked in excess of a normal work day at a rate of one and one-half (1 ½) hours per hour worked.

10.3 In order to qualify for overtime compensation, overtime hours must be previously authorized and subsequently approved by the EMPLOYEE's department supervisor. Overtime compensation shall be calculated by 15 minute intervals and pay therefore shall be for the major portion of the last 15-minute period. Overtime premiums shall be provided in the form of either cash payment or compensatory time as determined appropriate by the EMPLOYER, provided Employees shall have the right to indicate their preference to the EMPLOYER.

10.4 Employees may be assigned to overtime work at the discretion of the EMPLOYER. Employees shall be required to work overtime unless excused by the Employer. Employees who refuse to work overtime may be subject to disciplinary action. When Employees are mandated overtime in excess of three hours per day for five or more consecutive days, the Employer will meet with the affected Employees.

#### **Article 11- Standby Pay**

11.1 It is mutually understood and agreed that employees required under this contract to be on standby shall be eligible for standby pay to compensate them for additional duties performed.

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

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

11.4 An employee called in for work at a time other than the employee's regularly scheduled shift will be compensated for a minimum of two and a half (2 ½) hour's pay at one and one-half (1 ½) times the employee's base pay rate. An extension for early report to an assigned shift is not a call back.

## **Article 12- Emergency Call Back Time**

An Employee who is called to duty during scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1 ½) times the Employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the Employee for the two (2) hour minimum.

## **Article 13- Holidays**

13.1 Paid holidays will include: New Year's Day, January 1; Martin Luther King's Birthday, the third Monday in January; Washington's and Lincoln's Birthday, the third Monday in February; Memorial Day, the last Monday in May; Independence Day, July 4; Labor Day, the first Monday in September; Veterans Day, November 11; Thanksgiving Day, the fourth Thursday in November; the Friday following Thanksgiving; Christmas Eve, December 24; and Christmas Day, December 25. provided, when New Year's Day, January 1; or Independence Day, July 4; or Veterans Day, November 11; or Christmas Day, December 25; falls on Sunday, the following day shall be a holiday and, provided, when New Year's Day, January 1; or Independence Day, July 4; or Veterans Day, November 11; or Christmas Day, December 25; falls on Saturday, the preceding day shall be a holiday. Employees must use PTO or Flex Leave to be paid for these holidays.

13.2 Paid holidays are those for which all regular probationary or permanent employees are eligible, immediately upon entering the City service.

## **Article 14- Discipline**

14.1 No Employee shall be disciplined or discharged without just cause.

14.2 Discipline, when administered, will be in one or more of the following forms and primarily in the following order. Both parties agree that the order of discipline below is the progressive order of discipline; however, situations may arise where it will be appropriate to depart from this order.

- A. Oral Reprimand
- B. Written Reprimand
- C. Suspension
- D. Discharge or disciplinary demotion

14.3 If the Employer has reason to administer discipline to any Employee, all reasonable effort will be made to avoid doing so publicly.

14.4 Written reprimands, disciplinary suspensions, disciplinary demotions or discharge of regular Employees are appealable up to and through the arbitration step of the grievance procedure contained in this Agreement. Probationary Employees may be terminated without cause at the discretion of the EMPLOYER.

14.5 Upon the request of either party, the EMPLOYER and the UNION shall attempt to make available to each other all information and evidence, available at that time, that will be used to support a written reprimand, suspension or discharge or defense against such action prior to the Step 2 meeting of the grievance procedure.

## **Article 15- Grievance Procedure**

15.1 This grievance procedure is established for the purpose of resolving disputes involving the interpretation or application of this AGREEMENT.

15.2 The EMPLOYER will recognize stewards selected by the UNION as the grievance representatives of the bargaining unit. The UNION shall notify the EMPLOYER in writing of the stewards and of their successors when so named.

15.3 A grievance is defined as a dispute over the interpretation or application of this AGREEMENT.

15.4 Grievances shall be resolved in the following manner:

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 immediate supervisor designated by the EMPLOYER. The grievance may be presented either orally or in writing. The supervisor will give a final answer, in writing, to such Step 1 grievance within ten (10) business 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 was based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) business days after the supervisor's answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) business days shall be considered waived.

Step 2. The written grievance shall be presented to the employee's department head or other EMPLOYER-designated representative. The department head shall give the employee his/her Step 2 answer in writing within ten (10) business days after receipt of such Step 2 grievance. If a grievance is not resolved in Step 2, such grievance shall be appealed to Step 3 within ten days following the department head's final Step 2 answer. Any grievance not referred in writing by the employee within ten (10) business days shall be considered waived.

Step 3. The written grievance shall be presented to the City Manager. She/he shall give the EMPLOYER'S answer within ten (10) business days after receipt of such Step 3 grievance. If a grievance is not resolved in Step 3, such grievance shall be appealed to Step 4 within ten (10) business days following the City Manager's final Step 3 answer. Any grievance not appealed in writing by the employee within ten (10) business days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this AGREEMENT. She/he shall consider and decide only the specific issue submitted to him/her in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted to him/her. 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 shall submit his/her decisions in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the

parties agree to an extension. The decision shall be based solely upon the arbitrator's interpretation or application of the express terms of this AGREEMENT and on the facts of the grievance presented.

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

15.6 If the grievance involves the suspension, demotion, or discharge of an Employee who has completed the required probationary period, and the EMPLOYEE has the right to pursue a Veteran's Preference claim, the grievance may be appealed either to the grievance procedure outlined in this Agreement or to the Veteran's Preference forum. If appealed to the Veteran's Preference forum, the grievance is not subject to the arbitration procedure as provided in this Article and the Employee shall have waived his/her right to arbitrate pursuant to this Article.

15.7 All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the involved employee(s).

#### **Article 16- Basic Wage Rates**

16.1 The attached salary grids set forth the Basic Wage Rates for the classifications covered by this Agreement. The negotiated across the board increases will be paid to all employees in the bargaining unit on the following schedule:

January 1, 2021 2.00%

January 1, 2022 2.00%

16.2 An regular employee may be granted an increase in the basic hourly rate beyond the negotiated across the board increase which is established in this Agreement by one of two ways during the duration of the contract: 1. Step increase 2. Reclassification of position. Casual employees may receive pay increases outside of the negotiated across the board increase at the discretion of the EMPLOYER.

16.3 Personnel evaluations shall be conducted prior to the employee's anniversary date. An evaluation made by the employee's supervisor shall be submitted in writing to the employee and to the City Manager. Employees who receive evaluations which make them eligible for a step increase shall receive the increase on their anniversary date.

16.4 Employer agrees to deduct and transmit such amounts of any Employee's Deferred Compensation as Employee authorizes and directs in writing.

#### **Article 17- Insurance**

17.1 Effective January 1, 2021 and January 1, 2022 the EMPLOYER will contribute the following increase amounts for full time employees based off the total increase for the most expensive available 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%

For 2021, these numbers are as follows:

Single	\$1,077.59
Single +1	\$1,769.63
Single +Children	\$1,756.50
Family	\$1,801.70

17.2 Employees with single insurance coverage 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.

17.3 Full time Employees who choose to opt out of the City's health insurance program will receive \$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 \$360.00, employees hired after August 1, 2004 will receive \$100.00 per month if they opt out of the City's health insurance program.

#### Article 18- Flex Leave

Employees shall participate in the Flex Leave program without option. Regular employees are eligible for flex leave benefits. In cases of part-time benefits, benefits shall be pro-rated based on hours worked. Full details of the Flex Leave program are available in the citywide policy.

#### Flex Leave Accrual Schedule

Year	Leave Hours								
1	248	6	280	11	304	16	328	21	344
2	256	7	288	12	304	17	328	22	344
3	264	8	288	13	312	18	328	23	344
4	272	9	296	14	320	19	328	24	344
5	280	10	296	15	328	20	344	25	368

#### 18.1 Use of Flex Leave

Flex Leave is accrued on a per pay period basis and may be used subsequent to the pay period in which it was earned.

Requests for flex leave for reasons other than illness or injury must be submitted to the supervisor a reasonable time in advance of the period of time for which such leave is requested to enable the supervisor to arrange for normal continuance of the department functions. In such cases, requested flex

leave will not be unreasonably refused, but shall be subject to and coordinated with the administrative and managerial needs of the City.

Emergency use will require notification of the Supervisor within 30 minutes prior to the employee's scheduled work day, if the employee is not at work, or notification of the Supervisor before leaving work.

Emergency use may require documentation of the emergency. If unplanned leave shows a pattern suggesting abuse, the supervisor shall notify the employee of his/her concern. If such abuse continues the employee shall be warned in writing that such continued abuse may be cause to deny future unplanned leave requests without a physician's note.

Employees who choose to maintain short-term disability (STD) and long-term disability (LTD) insurance may pay for this insurance using flex leave days.

### 18.2 Cap

The maximum amount of flex leave that an employee can have in the Flex Leave Account at the end of a year is two times (200%) the employee's annual flex leave accumulation.

Employees whose accrued flex leave exceeds their cap on December 31 will lose all of the time that exceeds the cap.

### 18.3 Conversion Option

In December, Employees may submit an irrevocable election to convert up to 40 hours (5 days) of flex leave to the City's deferred compensation program or cash to be paid out in January of the following year. After 15 years an employee may convert up to 80 hours (10 days). After 25 years an employee may convert up to 120 hours (15 days).

An employee may appeal to the City Manager to convert a higher number of hours if department scheduling problems or other unusual circumstances prevent the employee from using sufficient leave during the year. The employee's supervisor must attest to the existence of the problem.

## **Article 19- Leaves of Absence**

19.1 Except as otherwise provided in this AGREEMENT, written request for leave shall be made by employees prior to the beginning of the period(s) of absence and no payment for any absence shall be made until the leave is properly approved. All leaves of absence without pay shall be granted at the discretion of the Employer and must be approved by the EMPLOYER in advance. Upon application by the employee, leaves of absence may be extended or renewed at the discretion of the EMPLOYER.

19.2 All leave of absence requests shall be given reasonable consideration by the EMPLOYER. EMPLOYER agrees to provide communication with the EMPLOYEE on the status of their requests.

## **Article 20– Unpaid Leaves of Absence**

Unpaid leaves of absence which regular employees are entitled to include, but are not limited to, the following:

Appointed and Elected Office Leave;

Union Leave;

Military Leave;

School Conference and Activities Leave;

Family and Medical Leaves

#### **Article 21- Leaves of Absence with Pay**

Leaves of absence with pay may be granted to permanent employees under the provisions of this article when approved in advance by the Employer prior to the commencement of the leave. Paid leaves of absence which regular employees are entitled to may include, but are not limited to, the following:

Jury Duty and Court Witness Leave;

Military Leave;

Bone Marrow Donation Leave

#### **Article 22- Bereavement Leave**

Employees are eligible to use the Citywide Bereavement Leave policy. The City agrees to not reduce the benefits provided by the citywide program during the length of this contract. In the event that a local, state or federal requirement is passed which requires modification or that would render the policy duplicative, the City shall modify and replace the policy to meet requirements.

#### **Article 23- Voting Leave**

Every employee who is eligible to vote in an election has the right to be absent from work for the time necessary to appear at the employee's polling place, cast a ballot and return to work on the day of the election, without penalty or deduction from salary or wages because of absence. For purposes of this section, 'election' means a regularly scheduled state primary or general election, any local election for city or county officials, an election to fill a vacancy in the office of United States Senator or United States Representative, or an election to fill a vacancy in the office of state senator or state representative.

#### **Article 24- Parental Leave**

Employees are eligible to use the Citywide Paid Parental Leave policy, effective January 1, 2019. The City agrees to not reduce the benefits provided by the citywide program during the length of this contract. In the event that a local, state or federal requirement is passed which requires modification or that would render the policy duplicative, the City shall modify and replace the policy to meet requirements.

#### **Article 25- Tuition Reimbursement**

Employees may receive reimbursement for the cost of tuition and required textbooks subject to the City's Tuition Reimbursement Program. The City agrees to not reduce the benefits provided by the citywide program during the length of this contract.

#### **Article 26- Vacancies**

26.1 Whenever vacancies appear in the municipal service, the City shall make notice available to the Union and will give primary consideration to internal candidates for promotion based upon the employee's qualifications and ability to perform the required duties.

26.2 If among the applicants for such promotion, there are two or more regular employees who have applied for the position, and they possess equal qualifications and ability to perform the required duties, it shall be the policy that the Employer will give reasonable consideration to the senior employee.

#### **Article 27- Meet and Confer**

The parties agree to meet and confer when issues outside of the terms and conditions of employment are identified.

#### **Article 28- Layoff and Recall from Layoff**

28.1 Whenever any permanent position is to be abolished or it becomes necessary because of lack of funds or lack of work to reduce the number of employees in the classified service in any department, the status of involved employees shall be determined by the following provisions and the involved employees will be notified.

28.2 A reduction of work force will be accomplished on the basis of seniority. Employees who have at least two (2) years of City seniority shall have the right to bump into previously held classifications within the same or lower pay grade(s). In all cases, however, the bumping employee must meet the current minimum qualifications of the claimed position and must be qualified to perform the required work.

28.3 The Employer shall make every reasonable effort under the circumstances to provide affected employees with at least thirty (30) calendar days' notice prior to the contemplated effective date of a layoff.

28.4 An employee in the classified service who has been laid off shall be offered recall without examination to a vacant position of the same classification provided the employee continues to meet the current minimum qualifications of the position. 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 layoff. 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 29- Seasonal Laborers**

29.1 Seasonal Laborers are employed by the Employer on a seasonal or temporary basis for no more than 180 calendar days per fiscal year in a full time or part time (more than 14 hours per week) capacity.

29.2 Seasonal Laborers will be paid at a rate set by the EMPLOYER which will not exceed the starting salary of the AFSCME pay grid.

29.3 Seasonal Laborers will not permanently or temporarily replace any position currently represented by AFSCME.

29.4 Seasonal Laborers will not be eligible for any benefits under this Agreement except those which may be required by law.

#### **Article 30- 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 judgement or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect. Upon written request of either party, the parties shall meet and negotiate on a substitute provision for the voided provision.

#### **Article 31- Uniforms**

Public Works Employees required to wear a uniform shall be given an allowance up to \$475 per year.

#### **Article 32- Work Rules**

The Employer may establish and enforce work rules that are not in conflict with this Agreement. A copy of the Employer's work rules shall be available on or about the work site for Employees subject to such rules. Upon request, such rules shall also be made available to the Union. Management reserves the right to make any changes at any time by adding to, deleting, or changing existing rules. Revisions to such work rules will be labeled as new or amended and shall be posted or disseminated in advance of their effective date. Work rules are only general guidelines, and nothing in work rules establishes a contract or promise of employment or specific terms of employment between employees and the City. The establishment of work rules does not protect against what is considered apparent and obvious expectations that were omitted, the City retains the right to terminate or discipline for any just cause.

#### **Article 33- Post- Employment Health Plan**

33.1 All regular employees represented by AFSCME will participate in the Minnesota State Retirement System(MSRS) Health Care Savings Plan (HCSP) pursuant to Minnesota Statute 352.98, which shall be administered as provided by law.

33.2 Regular employees shall contribute the following amounts to the Plan:

1.5% of gross salary

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

#### **Article 34- Waiver**

34.1 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.

34.2 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 term or condition 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. 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 of the parties at the time this contract was negotiated or executed.

**Article 35- Advanced Resignation Notice Program**

Employees are eligible for the Citywide Advanced Resignation Program. The City agrees to not reduce benefits of the Advanced Resignation Program during this contract period.

**Article 36- Duration**

This Agreement shall be effective as of January 1, 2021, and shall remain in full force and effect until December 31, 2022 or until such time thereafter as a new AGREEMENT becomes effective. In witness whereof, the parties hereto have executed this AGREEMENT on this date, March 2, 2021.

X

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Kate Black  
Field Representative, AFSCME Council 5

X

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City Manager, City of Hopkins

X

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Vance Campbell  
AFSCME Local President

X

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Mayor, City of Hopkins

## Regular Employee Wage Schedule

### Position Classifications

Position	Grade
Bldg. Supervisor	AFSCME4
Administrative Assistant	AFSCME6
Facilities Technician	AFSCME6
Administrative Technician	AFSCME7
Accounting Technician	AFSCME7
Activity Center Coordinator	AFSCME8
Facilities Specialist	AFSCME8
IT Technician	AFSCME8
Visual Arts Coordinator	AFSCME8
Police Services Liaison	AFSCME9
Engineering Specialist	AFSCME9
Building Inspector	AFSCME9

**2.0 %  
2021 increase**

Grade	1	2	3	4	5	6	7	8	9	10	11	12	13
4	17.62	18.13	18.65	19.16	19.67	20.19	20.69	21.22	21.72	22.25	22.75	23.27	23.78
5	19.58	20.16	20.73	21.30	21.86	22.44	23.01	23.57	24.15	24.72	25.30	25.87	26.43
6	22.73	23.39	24.06	24.72	25.37	26.03	26.70	27.37	28.03	28.70	29.36	30.02	30.68
7	25.28	26.01	26.74	27.48	28.22	28.96	29.69	30.43	31.16	31.91	32.65	33.38	34.12
8	27.83	28.64	29.46	30.26	31.08	31.89	32.70	33.52	34.32	35.13	35.96	36.76	37.57
9	31.03	31.93	32.83	33.74	34.64	35.56	36.44	37.36	38.26	39.18	40.07	40.97	41.88

Inspectors hired prior to 6/18/2018 receive \$0.30/hr premium pay.

### Casual Employee Wage Ranges

Building Attendants \$10.87-17.40 per hour

**2022**      **2.0 %**  
**increase**

<b>Grade</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>
<b>4</b>	17.97	18.49	19.02	19.54	20.06	20.59	21.10	21.64	22.15	22.70	23.21	23.74	24.26
<b>5</b>	19.97	20.56	21.14	21.73	22.30	22.89	23.47	24.04	24.63	25.21	25.81	26.39	26.96
<b>6</b>	23.18	23.86	24.54	25.21	25.88	26.55	27.23	27.92	28.59	29.27	29.95	30.62	31.29
<b>7</b>	25.79	26.53	27.27	28.03	28.78	29.54	30.28	31.04	31.78	32.55	33.30	34.05	34.80
<b>8</b>	28.39	29.21	30.05	30.87	31.70	32.53	33.35	34.19	35.01	35.83	36.68	37.50	38.32
<b>9</b>	31.65	32.57	33.49	34.41	35.33	36.27	37.17	38.11	39.03	39.96	40.87	41.79	42.72

Inspectors hired prior to 6/18/2018 receive \$0.30/hr premium pay.

**Casual Employee Wage Ranges**

Building Attendants \$11.09 - \$17.75 per hour

# CITY OF HOPKINS

**FINANCE DEPARTMENT**

## MEMORANDUM

Date: February 25, 2021  
To: Honorable Mayor and Members of the City Council  
From: Nicholas Bishop, Finance Director  
Subject: Ratify Checks Issued in February 2021

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The checks issued between January 28, 2021 and February 25, 2021 were number 122107 through 122395, for a total distribution of \$1,239,175.36.

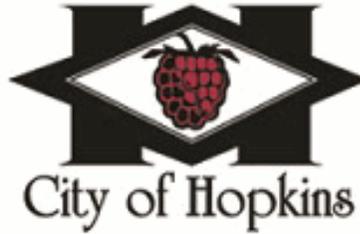
The checks issued, along with the purpose for those payments are attached for your review.

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

# Accounts Payable

## Checks by Date - Summary by Check Date

User: jthoennes  
 Printed: 2/25/2021 10:30 AM



1010 First Street South  
 Hopkins, MN 55343

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

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
122107	UB*00607	BLT LLC	01/28/2021	0.00	116.22
122108	UB*00612	IVAN CARDONA	01/28/2021	0.00	65.57
122109	UB*00600	JAMES M CARROLL	01/28/2021	0.00	115.37
122110	UB*00611	THOMAS COLLINS	01/28/2021	0.00	36.58
122111	UB*00604	BEN DZURIK	01/28/2021	0.00	69.02
122112	UB*00606	KARI EINCK	01/28/2021	0.00	11.64
122113	UB*00613	CODY & PHOEBE ESPESETH	01/28/2021	0.00	25.88
122114	UB*00603	GARY N FRIEDEL	01/28/2021	0.00	85.22
122115	UB*00608	PETER HAUGEN	01/28/2021	0.00	10.62
122116	UB*00602	DEBRA KOENIG	01/28/2021	0.00	50.90
122117	UB*00616	FARON KUEHN	01/28/2021	0.00	140.00
122118	UB*00610	ANDREW POST	01/28/2021	0.00	100.00
122119	UB*00615	MICHAEL SOLUM	01/28/2021	0.00	25.39
122120	UB*00601	THRESHOLD HOLDINGS LLC	01/28/2021	0.00	30.52
122121	UB*00605	SUSAN UNDIS	01/28/2021	0.00	170.96
122122	UB*00614	CRAIG WAGNER	01/28/2021	0.00	60.00
122123	UB*00609	BENJAMIN ZILLMER	01/28/2021	0.00	68.99
Total for 1/28/2021:				0.00	1,182.88
122124	28987	CENTER FOR ENERGY & ENVIRONMN	02/04/2021	0.00	150.00
122125	30127	CINTAS CORPORATION NO. 2	02/04/2021	0.00	127.25
122126	27569	EMERGENCY AUTOMOTIVE TECHNO	02/04/2021	0.00	4,085.16
122127	28609	GRANICUS INC	02/04/2021	0.00	716.76
122128	08243	HENNEPIN HEALTHCARE	02/04/2021	0.00	225.00
122129	31013	HENRY PROPERTIES LLC	02/04/2021	0.00	1,726.00
122130	30275	ROBERT HERSMAN	02/04/2021	0.00	643.00
122131	31060	JASON R LINDSEY	02/04/2021	0.00	470.91
122132	13564	MOTOROLA	02/04/2021	0.00	522.75
122133	30300	NORDIC SOLAR HOLDCO LLC	02/04/2021	0.00	1,923.42
122134	28482	DOUGLAS A TORVUND JR	02/04/2021	0.00	6,400.00
122135	01328	AIRGAS USA	02/04/2021	0.00	289.92
122136	30933	ANCHOR SOLAR INVESTMENTS LLC	02/04/2021	0.00	1,754.71
122137	30933	ANCHOR SOLAR INVESTMENTS LLC	02/04/2021	0.00	1,253.69
122138	30933	ANCHOR SOLAR INVESTMENTS LLC	02/04/2021	0.00	408.88
122139	30660	PATRICIA MAUREEN ANDERSON	02/04/2021	0.00	154.00
122140	03160	CENTERPOINT ENERGY MINNEGASC	02/04/2021	0.00	35.79
122141	28430	CENTURY LINK	02/04/2021	0.00	61.13
122142	30127	CINTAS CORPORATION NO. 2	02/04/2021	0.00	234.66
122143	26951	COMCAST	02/04/2021	0.00	14.63
122144	26951	COMCAST	02/04/2021	0.00	69.95
122145	26951	COMCAST	02/04/2021	0.00	2.09
122146	03568	COMO LUBE & SUPPLIES INC	02/04/2021	0.00	292.50
122147	29303	DIVERSIFIED COFFEE PRODUCTS	02/04/2021	0.00	110.24
122148	28898	ECM PUBLISHERS INC	02/04/2021	0.00	71.40
122149	27569	EMERGENCY AUTOMOTIVE TECHNO	02/04/2021	0.00	779.03
122150	28780	ENVIRONMENTAL EQUIPMENT & SER	02/04/2021	0.00	2,388.00

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
122151	30555	MARGARET GONGOLL	02/04/2021	0.00	405.00
122152	07681	GRAINGER, INC	02/04/2021	0.00	21.27
122153	29377	GRAINGER, INC	02/04/2021	0.00	346.90
122154	30854	GREAT RIVER AUTOMATION LLC	02/04/2021	0.00	1,317.50
122155	30048	RICH HILL	02/04/2021	0.00	500.00
122156	08576	HOPKINS F.D. RELIEF ASSOC	02/04/2021	0.00	840.00
122157	09085	ICMA - ROTH IRA - 706260	02/04/2021	0.00	1,248.17
122158	09578	INNOVATIVE OFFICE SOLUTIONS	02/04/2021	0.00	423.61
122159	09534	INTERSTATE BATTERY SYSTEM	02/04/2021	0.00	527.80
122160	09002	I-STATE TRUCK CENTER	02/04/2021	0.00	220.99
122161	30269	JANELLE JASPERS JONES	02/04/2021	0.00	694.00
122162	29249	JR'S ADVANCED RECYCLERS	02/04/2021	0.00	30.00
122163	11013	KATH FUEL OIL SERVICE	02/04/2021	0.00	2,389.15
122164	03369	LEAGUE OF MN CITIES	02/04/2021	0.00	3,240.00
122165	13012	MACQUEEN EQUIPMENT INC	02/04/2021	0.00	9,201.61
122166	30096	MASTER CRAFT LABELS, INC.	02/04/2021	0.00	344.00
122167	13172	METRO ELEVATOR, INC	02/04/2021	0.00	500.00
122168	13182	METROPOLITAN AREA MANAGERS A	02/04/2021	0.00	45.00
122169	29177	RENEE A MEUWISSEN	02/04/2021	0.00	345.00
122170	30600	ROBERT OLSON	02/04/2021	0.00	435.00
122171	15521	ON SITE SANITATION	02/04/2021	0.00	852.00
122172	26974	O'REILLY AUTO PARTS	02/04/2021	0.00	16.32
122173	29698	PERMITWORKS, LLC	02/04/2021	0.00	5,675.00
122174	30258	PETRO CHOICE	02/04/2021	0.00	376.04
122175	29331	POSTMASTER	02/04/2021	0.00	245.00
122176	26912	QUALITY PROPANE	02/04/2021	0.00	2.00
122177	30695	RAVE WIRELESS INC	02/04/2021	0.00	5,500.00
122178	18327	REINDERS INC	02/04/2021	0.00	605.15
122179	09084	ICMA RETIREMENT TRUST- 300824	02/04/2021	0.00	3,359.93
122180	28206	SAFARILAND LLC	02/04/2021	0.00	60.50
122181	29143	SHRED IT USA	02/04/2021	0.00	58.50
122182	19520	SNAP PRINT INC	02/04/2021	0.00	506.64
122183	29200	SPRINGBROOK SOFTWARE INC	02/04/2021	0.00	33,730.20
122184	30091	RAY STAFFORD	02/04/2021	0.00	480.00
122185	30056	STANLEY ACCESS TECH LLC	02/04/2021	0.00	206.00
122186	29205	CHRIS STRONER	02/04/2021	0.00	360.00
122187	28482	DOUGLAS A TORVUND JR	02/04/2021	0.00	2,312.56
122188	20687	TRI-STATE BOBCAT INC	02/04/2021	0.00	391.20
122189	29475	VERIZON WIRELESS	02/04/2021	0.00	105.03
122190	25080	XCEL ENERGY	02/04/2021	0.00	2,079.80
122191	25080	XCEL ENERGY	02/04/2021	0.00	511.78
122192	25080	XCEL ENERGY	02/04/2021	0.00	673.36
122193	25080	XCEL ENERGY	02/04/2021	0.00	170.95
Total for 2/4/2021:				0.00	106,263.83
122194	01493	AMERICAN PRESSURE, INC	02/11/2021	0.00	39.55
122195	28600	APPLE VALLEY FORD LINCOLN	02/11/2021	0.00	61.53
122196	02019	BARNUM COMPANIES INC	02/11/2021	0.00	1,480.65
122197	29817	GARY BINGER	02/11/2021	0.00	2,900.00
122198	02563	BOLTON & MENK, INC	02/11/2021	0.00	627.00
122199	27782	BOUND TREE MEDICAL LLC	02/11/2021	0.00	467.92
122200	26976	BUCKEYE INTERNATIONAL INC	02/11/2021	0.00	148.75
122201	30127	CINTAS CORPORATION NO. 2	02/11/2021	0.00	234.66
122202	26951	COMCAST	02/11/2021	0.00	209.77
122203	14561	COMPASS MINERALS AMERICA	02/11/2021	0.00	9,150.87
122204	30560	COMPUTER INTEGRATION TECHNOL	02/11/2021	0.00	1,119.00

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
122205	31032	COVERALL NORTH AMERICA	02/11/2021	0.00	5,423.50
122206	03800	CULLIGAN - METRO	02/11/2021	0.00	243.92
122207	28747	CULLIGAN BOTTLED WATER CO	02/11/2021	0.00	210.43
122208	30436	DORAN 810 APARTMENTS LLC	02/11/2021	0.00	459,773.95
122209	29306	DORAN MARKETPLACE LLC	02/11/2021	0.00	106,726.90
122210	29006	ENTERPRISE FLEET MANAGEMENT	02/11/2021	0.00	3,424.14
122211	28635	EQUIPMENT MANAGEMENT COMPAN	02/11/2021	0.00	1,456.00
122212	06336	FIRST HOSPITAL LAB INC	02/11/2021	0.00	500.00
122213	06567	FORCE AMERICA	02/11/2021	0.00	298.48
122214	07564	GOPHER STATE ONE-CALL, INC	02/11/2021	0.00	68.85
122215	30336	GS SYSTEMS INC AND AFFILIATES	02/11/2021	0.00	8,460.00
122216	08001	HACH COMPANY	02/11/2021	0.00	2,332.34
122217	08004	HANCE HARDWARE, INC	02/11/2021	0.00	262.53
122218	08038	HAWKINS, INC	02/11/2021	0.00	100.00
122219	08223	HENNEPIN CTY TREASURER	02/11/2021	0.00	9,695.30
122220	29612	INTERNATIONAL CHEMTEX	02/11/2021	0.00	74.55
122221	09002	I-STATE TRUCK CENTER	02/11/2021	0.00	122.13
122222	27429	ITL PATCH COMPANY INC	02/11/2021	0.00	1,778.00
122223	28601	JENN ARI GROUP	02/11/2021	0.00	1,009.40
122224	29249	JR'S ADVANCED RECYCLERS	02/11/2021	0.00	30.00
122225	29529	LEXISNEXIS RISK SOLUTIONS	02/11/2021	0.00	88.41
122226	28103	LIBERTY TIRE RECYCLING LLC	02/11/2021	0.00	106.00
122227	13031	MATTS AUTO SERVICE, INC	02/11/2021	0.00	173.00
122228	13167	MENARDS	02/11/2021	0.00	13.74
122229	30591	METRO FURNITURE SOLUTIONS BY F	02/11/2021	0.00	525.00
122230	30363	MINNEAPOLIS OXYGEN COMPANY	02/11/2021	0.00	25.36
122231	13354	MN BENEFIT ASSOCIATION	02/11/2021	0.00	37.18
122232	31064	MR CUTTING EDGE LLC	02/11/2021	0.00	90.00
122233	26974	O'REILLY AUTO PARTS	02/11/2021	0.00	44.21
122234	16687	PRO-TEC DESIGN INC	02/11/2021	0.00	102.00
122235	19004	SAMARITAN TIRE COMPANY	02/11/2021	0.00	575.28
122236	19085	SCHINDLER ELEVATOR CORP	02/11/2021	0.00	377.49
122237	30032	SCOTT NELSON COACHING, INC.	02/11/2021	0.00	1,000.00
122238	31063	SANDRA SEELYE	02/11/2021	0.00	500.00
122239	29200	SPRINGBROOK SOFTWARE INC	02/11/2021	0.00	1,194.50
122240	30093	TRANSUNION RISK ALTERNATIVE DA	02/11/2021	0.00	154.90
122241	20687	TRI-STATE BOBCAT INC	02/11/2021	0.00	2,288.74
122242	20887	TWIN CITY WATER CLINIC	02/11/2021	0.00	272.00
122243	30819	VERIZON WIRELESS	02/11/2021	0.00	200.05
122244	23003	WASTE MANAGEMENT OF WI-MN	02/11/2021	0.00	9,568.00
122245	25080	XCEL ENERGY	02/11/2021	0.00	43.21
122246	25080	XCEL ENERGY	02/11/2021	0.00	23.04
122247	30281	ACTIVE NETWORK LLC	02/11/2021	0.00	1,444.17
122248	31009	JOEL GRAY	02/11/2021	0.00	266.13
122249	30125	PROJECT COMPANY FINCO PHASE III	02/11/2021	0.00	9,531.93
Total for 2/11/2021:				0.00	647,074.46
122250	30728	AMERICAN FEDERATION OF STATE, C	02/18/2021	0.00	839.38
122251	01543	ANCOM COMMUNICATIONS INC	02/18/2021	0.00	215.00
122252	01600	APACHE GROUP	02/18/2021	0.00	830.00
122253	28600	APPLE VALLEY FORD LINCOLN	02/18/2021	0.00	917.82
122254	02031	B & W SPECIALTY COFFEE CO	02/18/2021	0.00	375.97
122255	30230	BARNA, GUZY & STEFFEN, LTD.	02/18/2021	0.00	285.00
122256	30481	BATTERIES PLUS BULBS #018	02/18/2021	0.00	113.70
122257	30899	BAUERS MINNOCO	02/18/2021	0.00	20.95
122258	03160	CENTERPOINT ENERGY MINNEGASC	02/18/2021	0.00	14,290.12

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
122259	28981	CHESTNUT CAMBRONNE PA	02/18/2021	0.00	15,685.63
122260	30127	CINTAS CORPORATION NO. 2	02/18/2021	0.00	738.07
122261	27487	CLIFTON LARSON ALLEN	02/18/2021	0.00	7,560.00
122262	26951	COMCAST	02/18/2021	0.00	135.97
122263	28123	CRITTERS UNLIMITED INC	02/18/2021	0.00	125.00
122264	03800	CULLIGAN - METRO	02/18/2021	0.00	81.73
122265	28898	ECM PUBLISHERS INC	02/18/2021	0.00	113.05
122266	29520	ECOLAB	02/18/2021	0.00	213.85
122267	05481	EMERGENCY APPARATUS MAINT INC	02/18/2021	0.00	11,463.65
122268	07689	GRAFIX SHOPPE	02/18/2021	0.00	345.00
122269	07681	GRAINGER, INC	02/18/2021	0.00	1,255.42
122270	08038	HAWKINS, INC	02/18/2021	0.00	644.00
122271	29748	HENNEPIN COUNTY PUBLIC WORKS	02/18/2021	0.00	9,956.65
122272	08166	HENNEPIN CTY TREASURER	02/18/2021	0.00	4,794.65
122273	08179	HENNEPIN CTY TREASURER	02/18/2021	0.00	1,148.22
122274	08186	HENNEPIN CTY TREASURER	02/18/2021	0.00	87.00
122275	08336	HIRSHFIELDS	02/18/2021	0.00	158.23
122276	08571	HOPKINS BUSINESS & CIVIC ASSN	02/18/2021	0.00	225.00
122277	08625	HOPKINS POLICE ASSOCIATION	02/18/2021	0.00	1,320.00
122278	09801	I.U.O.E. CENTRAL PENSION FUND	02/18/2021	0.00	1,760.00
122279	09085	ICMA - ROTH IRA - 706260	02/18/2021	0.00	1,248.17
122280	29345	IMPACT MAILING OF MN	02/18/2021	0.00	2,988.03
122281	09521	INDELCO	02/18/2021	0.00	364.44
122282	09534	INTERSTATE BATTERY SYSTEM	02/18/2021	0.00	165.90
122283	12012	LAW ENFORCEMENT LABOR SERVICE	02/18/2021	0.00	508.00
122284	03369	LEAGUE OF MN CITIES	02/18/2021	0.00	540.00
122285	12160	LEAGUE OF MN CITIES	02/18/2021	0.00	3.18
122286	30392	CIGNA LIFE INS COMP OF AMERICA -	02/18/2021	0.00	423.32
122287	30391	CIGNA LIFE INS COMP OF AMERICA -	02/18/2021	0.00	2,681.26
122288	30390	CIGNA LIFE INS COMP OF AMERICA -	02/18/2021	0.00	2,643.32
122289	30023	CIGNA LIFE INS COMP OF N AMERICA	02/18/2021	0.00	917.70
122290	29059	MANSFIELD OIL COMPANY	02/18/2021	0.00	13,925.30
122291	13179	METROPOLITAN COUNCIL	02/18/2021	0.00	123,225.39
122292	13271	MN DEPT OF PUBLIC SAFETY	02/18/2021	0.00	50.00
122293	27576	MN POLLUTION CONTROL AGENCY	02/18/2021	0.00	400.00
122294	14011	NATIONAL LEAGUE OF CITIES	02/18/2021	0.00	1,563.00
122295	16050	PAPCO INC	02/18/2021	0.00	609.00
122296	16566	POMPS TIRE SERVICE INC	02/18/2021	0.00	2,159.00
122297	17806	QWEST CORP	02/18/2021	0.00	858.00
122298	17806	QWEST CORP	02/18/2021	0.00	66.00
122299	17806	QWEST CORP	02/18/2021	0.00	199.99
122300	17806	QWEST CORP	02/18/2021	0.00	325.00
122301	17806	QWEST CORP	02/18/2021	0.00	325.00
122302	17806	QWEST CORP	02/18/2021	0.00	80.52
122303	17806	QWEST CORP	02/18/2021	0.00	127.00
122304	17806	QWEST CORP	02/18/2021	0.00	64.00
122305	17806	QWEST CORP	02/18/2021	0.00	143.07
122306	17806	QWEST CORP	02/18/2021	0.00	64.00
122307	17806	QWEST CORP	02/18/2021	0.00	66.00
122308	17806	QWEST CORP	02/18/2021	0.00	128.00
122309	17806	QWEST CORP	02/18/2021	0.00	64.00
122310	17806	QWEST CORP	02/18/2021	0.00	64.00
122311	17806	QWEST CORP	02/18/2021	0.00	58.97
122312	17806	QWEST CORP	02/18/2021	0.00	0.53
122313	08568	RESOURCE WEST	02/18/2021	0.00	15.40
122314	09084	ICMA RETIREMENT TRUST- 300824	02/18/2021	0.00	3,359.93
122315	31065	CINDY RONAN	02/18/2021	0.00	10.00

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
122316	19004	SAMARITAN TIRE COMPANY	02/18/2021	0.00	99.00
122317	19581	SOUTHWEST LOCK & KEY	02/18/2021	0.00	174.00
122318	19802	SUBURBAN RATE AUTHORITY	02/18/2021	0.00	922.00
122319	19824	SUNSHINE CAR WASH	02/18/2021	0.00	98.59
122320	20120	TDS METROCOM - MN	02/18/2021	0.00	347.27
122321	20294	THYSSENKRUPP ELEVATOR	02/18/2021	0.00	602.57
122322	20560	TOLL GAS & WELDING SUPPLY	02/18/2021	0.00	11.35
122323	20687	TRI-STATE BOBCAT INC	02/18/2021	0.00	292.02
122324	21523	UNION LOCAL 49	02/18/2021	0.00	787.50
122325	29489	VERIZON WIRELESS	02/18/2021	0.00	35.01
122326	31040	VSP	02/18/2021	0.00	441.23
122327	27900	WATER CONSERVATION SERVICES	02/18/2021	0.00	463.34
122328	28624	MICHEAL J WHITE	02/18/2021	0.00	339.90
122329	26320	ZIEGLER, INC	02/18/2021	0.00	166.27
Total for 2/18/2021:				0.00	240,913.53
122330	29535	ADVANCED ENGINEERING	02/25/2021	0.00	3,739.00
122331	28422	ADVANCED IMAGING SOLUTIONS	02/25/2021	0.00	4,569.81
122332	01328	AIRGAS USA	02/25/2021	0.00	168.89
122333	01543	ANCOM COMMUNICATIONS INC	02/25/2021	0.00	131.00
122334	28600	APPLE VALLEY FORD LINCOLN	02/25/2021	0.00	490.92
122335	01737	ASPEN MILLS	02/25/2021	0.00	115.58
122336	27782	BOUND TREE MEDICAL LLC	02/25/2021	0.00	271.84
122337	31067	ROBERT BROWN	02/25/2021	0.00	8.00
122338	26976	BUCKEYE INTERNATIONAL INC	02/25/2021	0.00	203.46
122339	30449	GARY R CARLSON	02/25/2021	0.00	2,380.00
122340	30127	CINTAS CORPORATION NO. 2	02/25/2021	0.00	100.50
122341	03328	CITY OF MINNETONKA	02/25/2021	0.00	75,948.16
122342	26951	COMCAST	02/25/2021	0.00	142.42
122343	26951	COMCAST	02/25/2021	0.00	149.74
122344	03620	COMMERCIAL FURNITURE SERVICES	02/25/2021	0.00	15.00
122345	03640	CPT SERVICES, INC	02/25/2021	0.00	105.00
122346	28123	CRITTERS UNLIMITED INC	02/25/2021	0.00	180.00
122347	29303	DIVERSIFIED COFFEE PRODUCTS	02/25/2021	0.00	148.00
122348	05484	EMBROIDERY SHOP	02/25/2021	0.00	1,044.78
122349	05481	EMERGENCY APPARATUS MAINT INC	02/25/2021	0.00	1,385.26
122350	29398	ENTERPRISE FLEET MANAGEMENT	02/25/2021	0.00	2,564.08
122351	UB*00618	CHRIS ERICHSEN	02/25/2021	0.00	160.00
122352	01705	FOUNDATION BUILDING MATERIALS	02/25/2021	0.00	109.44
122353	07185	GENUINE PARTS	02/25/2021	0.00	501.67
122354	UB*00617	CHARLES W GIBSON	02/25/2021	0.00	22.21
122355	UB*00619	CHARLES W GIBSON	02/25/2021	0.00	29.12
122356	07689	GRAFIX SHOPPE	02/25/2021	0.00	1,580.00
122357	07681	GRAINGER, INC	02/25/2021	0.00	116.20
122358	08000	H & L MESABI	02/25/2021	0.00	3,798.04
122359	08001	HACH COMPANY	02/25/2021	0.00	174.70
122360	08038	HAWKINS, INC	02/25/2021	0.00	2,790.01
122361	08170	HENNEPIN CTY FIRE CHIEFS ASSN	02/25/2021	0.00	100.00
122362	08166	HENNEPIN CTY TREASURER	02/25/2021	0.00	245.50
122363	08187	HENNEPIN CTY TREASURER	02/25/2021	0.00	255.00
122364	08243	HENNEPIN HEALTHCARE	02/25/2021	0.00	300.00
122365	08336	HIRSHFIELDS	02/25/2021	0.00	217.55
122366	08627	HOME DEPOT CREDIT SERVICES	02/25/2021	0.00	557.89
122367	09521	INDELCO	02/25/2021	0.00	28.64
122368	31068	CORINNE JUDGE	02/25/2021	0.00	4.00
122369	11161	KENNEDY & GRAVEN, CHARTERED	02/25/2021	0.00	10,074.50

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
122370	11327	KILLMER ELECTRIC CO INC	02/25/2021	0.00	1,969.89
122371	12160	LEAGUE OF MN CITIES	02/25/2021	0.00	85,836.00
122372	28103	LIBERTY TIRE RECYCLING LLC	02/25/2021	0.00	106.60
122373	29059	MANSFIELD OIL COMPANY	02/25/2021	0.00	15,855.72
122374	13167	MENARDS	02/25/2021	0.00	44.24
122375	29025	METERING & TECHNOLOGY SOLUTIC	02/25/2021	0.00	221.29
122376	13446	MN DEPT OF LABOR & INDUSTRY	02/25/2021	0.00	100.00
122377	UB*00620	TRI DINH NGUYEN	02/25/2021	0.00	22.75
122378	29317	OFFICE OF MN IT SERVICES	02/25/2021	0.00	100.08
122379	26974	O'REILLY AUTO PARTS	02/25/2021	0.00	89.15
122380	31066	PAYTON LLC	02/25/2021	0.00	5,586.00
122381	27080	PEAK HEATING & COOLING INC	02/25/2021	0.00	322.00
122382	16566	POMPS TIRE SERVICE INC	02/25/2021	0.00	184.00
122383	30199	PULSE ELECTRIC	02/25/2021	0.00	3,291.00
122384	04573	QUALITY RESOURCE GROUP INC	02/25/2021	0.00	88.08
122385	17806	QWEST CORP	02/25/2021	0.00	115.52
122386	17806	QWEST CORP	02/25/2021	0.00	85.00
122387	19004	SAMARITAN TIRE COMPANY	02/25/2021	0.00	99.00
122388	UB*00621	MARK SAVOIE	02/25/2021	0.00	79.26
122389	19602	SPS COMPANIES INC	02/25/2021	0.00	712.23
122390	19766	STAR TRIBUNE	02/25/2021	0.00	293.80
122391	20687	TRI-STATE BOBCAT INC	02/25/2021	0.00	284.68
122392	29490	VERIZON WIRELESS	02/25/2021	0.00	803.09
122393	23720	WSB & ASSOCIATES INC	02/25/2021	0.00	1,232.00
122394	25080	XCEL ENERGY	02/25/2021	0.00	1,073.30
122395	25080	XCEL ENERGY	02/25/2021	0.00	10,220.07
Total for 2/25/2021:				0.00	243,740.66
Report Total (289 checks):				0.00	1,239,175.36



March 2, 2021

Council Report 2021-017

**Resolution Approving Issuance of a Premise Permit  
For Lawful Gambling to be Conducted by The Hopkins American Legion Women's Auxiliary  
at John Wilber Moore Hopkins American Legion Post 320**

**Proposed Action**

Staff recommends adoption of the following motion: Adopt Resolution 2021-089, approving issuance of a Premise Permit for Lawful Gambling to be Conducted by The Hopkins American Legion Women's Auxiliary at John Wilber Moore Hopkins American Legion Post 320 located at 10 - 12th Avenue South.

**Overview**

The Hopkins American Legion Women's Auxiliary has submitted an application for a gambling premises permit to conduct lawful gambling at John Wilber Moore Hopkins American Legion Post 320 which authorized a lease agreement for use of their space located at 10 - 12th Avenue South.

**Primary Issues to Consider**

- Should the City Council approve the resolution approving the issuance of the premises permit for lawful gambling for The Hopkins American Legion Women's Auxiliary at John Wilber Moore Hopkins American Legion Post 320?

The City Council has to approve a premises permit before the State Gambling Board will approve it. Minnesota cities do not license lawful gambling. The State Gambling Board is the licensing authority who regulates lawful gambling. Licenses issued by the State are perpetual and valid unless suspended or revoked or terminated by the organization. The State conducts the compliance reviews, site inspections, and civil investigations. The Minnesota Department of Revenue collects state lawful gambling tax and conducts tax audits.

**Supporting Documents**

- Resolution No. 2021-089
- Premises Permit Application and Lease for Lawful Gambling Activity is available in City Clerk's office

Amy Domeier, City Clerk

**CITY OF HOPKINS  
HENNEPIN COUNTY, MINNESOTA  
RESOLUTION 2021-089**

**RESOLUTION APPROVING ISSUANCE OF A PREMISE PERMIT  
FOR LAWFUL GAMBLING TO BE CONDUCTED BY THE HOPKINS AMERICAN  
LEGION WOMEN’S AUXILIARY AT JOHN WILBER MOORE HOPKINS AMERICAN  
LEGION POST 320**

**WHEREAS**, Hopkins American Legion Women’s Auxiliary is submitting an application to the Minnesota Gambling Control Board for approval of a Premises Permit application to conduct lawful charitable gambling at the John Wilber Moore Hopkins American Legion Post 320, 10 - 12th Avenue South, Hopkins, Minnesota 55343; and

**WHEREAS**, the gambling premises is located within the city limits of Hopkins, Minnesota; and

**WHEREAS**, Hopkins American Legion Women’s Auxiliary is a lawful gambling organization within the city; and

**WHEREAS**, Hopkins American Legion Women’s Auxiliary will be responsible for operating and managing the lawful gambling activity on the premises and will comply with all applicable requirements of city policy and state statutes.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Hopkins, Minnesota that, pursuant to Minnesota Statutes, section 349.213, subd. 2(1), the City Council does hereby approve the issuance of a Premises Permit to Hopkins American Legion Women’s Auxiliary to conduct lawful charitable gambling activities at the John Wilber Moore Hopkins American Legion Post 320, 10 - 12th Avenue South, Hopkins, Minnesota 55343

.Adopted by the City Council of the City of Hopkins, Minnesota, this 2<sup>nd</sup> day of March, 2021.

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

ATTEST:

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



**COOPERATIVE CONSTRUCTION AGREEMENT WITH MNDOT  
TRUNK HIGHWAY 7/HOPKINS CROSSROAD IMPROVEMENTS**

**Proposed Action.**

Staff recommends that the Council approve the following motion: Approve Resolution 2021-008 Authorizing the City to enter into MNDOT Agreement No. 1045385 for Improvements to the intersection of TH 7/Hopkins Crossroad.

**Overview:**

This summer MNDOT will be making improvements to the intersection of TH 7 and Hopkins Crossroad; the scope of the project includes addition of a second left turn lane for eastbound TH 7 to northbound Hopkins Crossroad, traffic signal improvements, and improvements for compliance with the Americans with Disabilities Act (ADA). As part of the ADA Improvements the City trail in the northeast quadrant of the intersection is being adjusted, and per State policy Hopkins is responsible for the cost which is estimated at approximately \$7,400. This amount was tabulated by the State, however the tabulation is not public data and therefore not included with this item, it can be provided to the City Council upon request. Funding for this work is proposed to be provided through the Pedestrian and Bicycle Access Improvements category in the CIP.

This agreement is currently in draft form and has been reviewed by the City Attorney and City Engineer; staff finds the terms and conditions acceptable. This is a multi-agency agreement and MNDOT is still working with Hennepin County and Minnetonka on their respective reviews, however any changes made to the document by others will not affect Hopkins. Staff recommends approval of Resolution 2021-008, authorizing the City to enter the agreement. Staff will review the final agreement when it is provided later this month and bring back for final signatures.

**Supporting Information:**

- Draft Cooperative Construction Agreement, MNDOT No. 1045385
- Resolution 2021-008

A handwritten signature in blue ink, appearing to read 'Nate Stanley', with a horizontal line underneath.

Nate Stanley, PE  
City Engineer

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF HOPKINS  
AND  
CITY OF MINNETONKA  
AND  
HENNEPIN COUNTY  
COOPERATIVE CONSTRUCTION  
AGREEMENT**

<b>State Project Number (S.P.):</b>	<u>2706-232</u>	<b>Hopkins Estimated Amount Receivable</b>
<b>Trunk Highway Number (T.H.):</b>	<u>7=012</u>	<b><u>\$7,376.89</u></b>
<b>State Aid Project Number (S.A.P.):</b>	<u>027-673-009</u>	
<b>Federal Project Number:</b>	<u>NHPP 0007(304)</u>	
<b>Signal System ID:</b>	<u>4029001</u>	<b>County Estimated Amount Receivable</b>
		<b><u>\$3,461.95</u></b>

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), the City of Hopkins, acting through its City Council ("Hopkins"), the City of Minnetonka, acting through its City Council ("Minnetonka"), and Hennepin County, acting through its Board of Commissioners ("County").

**Recitals**

1. The State will perform grading, bituminous surfacing, ADA improvements, and signal construction and other associated construction upon, along, and adjacent to Trunk Highway No. 7 from 700 feet west of Hopkins Crossroad (County State Aid Highway (C.S.A.H.) No. 73) to 615 feet east of Hopkins Crossroad (County State Aid Highway No. 73) according to State-prepared plans, specifications, and special provisions designated by the County and the State as State Aid Project No. 027-673-009 and by the State as State Project No. 2706-232 (T.H. 7=012) ("Project"); and
2. Hopkins has expressed its willingness for the State include in its Project sidewalk construction; and
3. Hopkins agrees to participate in the costs of the sidewalk construction and associated construction engineering; and
4. The County has expressed its willingness for the State include in its Project sidewalk construction; and
5. The County agrees to participate in the costs of the sidewalk construction and associated construction engineering; and
6. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and
7. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

## Agreement

### 1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by Hopkins; 4. Maintenance by Minnetonka 5. Maintenance by the County; 13. Liability; Worker Compensation Claims; 16. State Audits; 17. Government Data Practices; 19. Governing Law; Jurisdiction; Venue; and 21. Force Majeure. The terms and conditions set forth in Article 6. Signal System and EVP System Operation and Maintenance will survive the expiration of this Agreement, but may be terminated by another Agreement between the parties.
- 1.4. **Plans, Specifications, and Special Provisions.** Plans, specifications, and special provisions designated by the County and the State as State Aid Project No. 027-673-009 and by the State as State Project No. 2706-232 (T.H. 7=012) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").
- 1.5. **Exhibits.** Preliminary Schedule "I" is on file in the office of the Hopkins City Engineer and in the office of the County's Project Manager, and attached and incorporated into this Agreement.

### 2. Construction by the State

- 2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.
- 2.2. **Direction, Supervision, and Inspection of Construction.**
  - A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
  - B. **Inspection by Hopkins and the County.** Hopkins and County participation construction covered under this Agreement will be open to inspection by Hopkins and the County. If Hopkins or the County believes the Hopkins or County participation construction covered under this Agreement has not been properly performed or that the construction is defective, Hopkins or the County will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by Hopkins or the County are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the Hopkins and County participation construction covered under this Agreement.
- 2.3. **Plan Changes, Additional Construction, Etc.**
  - A. The State will make changes in the Project Plans and contract construction, which may include the Hopkins and County participation construction covered under this Agreement, and will enter into any necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate Hopkins and County officials of any

proposed addenda and change orders to the construction contract that will affect the Hopkins and County participation construction covered under this Agreement.

- B. Hopkins or the County may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.

**2.4. Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

**2.5. Permits.** Hopkins will submit to the State's Utility Engineer an original permit application for all utilities owned by Hopkins to be constructed hereunder that are upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application For Utility Permit On Trunk Highway Right-of-Way" (Form 2525).

**2.6. Replacement of Castings.** Adjustments to certain Minnetonka, Hopkins, or County-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The owner of the facility will furnish the contractor with new units and/or parts for those in place Minnetonka, Hopkins, or County-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

### 3. Maintenance by Hopkins

Upon completion of the project, Hopkins will provide the following without cost or expense to the State:

**3.1. Municipal Utilities.** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.

**3.2. Sidewalks.** Maintenance of any sidewalk construction within Hopkins City Limits, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.

**3.3. Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

### 4. Maintenance by Minnetonka

Upon completion of the project, Minnetonka will provide the following without cost or expense to the State:

**4.1. Sidewalks.** Maintenance of any sidewalk construction within Minnetonka City limits, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.

**4.2. Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for

which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

## 5. Maintenance by the County

Upon completion of the project, the County will provide the following without cost or expense to the State:

**5.1. Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

## 6. Signal System and EVP System Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the Signal System and Emergency Vehicle Preemption (EVP) System on T.H. 7 at Hopkins Crossroad (C.S.A.H. 73), and for the Interconnect on Hopkins Crossroad (C.S.A.H. 73) from T.H. 7 to Minnetonka Mills Rd ("Local Interconnect").

### 6.1. Hopkins Responsibilities.

- A. Power.** Hopkins will be responsible for the hook-up cost and application to secure an adequate power supply to the service pad(s) or pole(s) and will pay all monthly electrical service expenses necessary to operate the Signal System, EVP System, and Local Interconnect.
- B. Minor Signal System Maintenance.** Hopkins will provide for the following, without cost to the State.
  - i. Maintain the signal pole mounted Light Emitting Diode (LED) luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended American Association of State Highway and Transportation Officials (AASHTO) levels for the installation.
  - ii. Replace the Signal System LED indications. Replacing LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or fails or no longer meets Institute of Traffic Engineers (ITE) standards for light output.
  - iii. Clean the Signal System controller cabinet and service cabinet exteriors.
  - iv. Clean the Signal System and luminaire mast arm extensions.

### 6.2. State Responsibilities.

- A. Local Interconnect; Timing; Other Maintenance.** The State will maintain the Local Interconnect on a reimbursable basis with the County. The State will maintain signing, and perform all other Signal System, Accessible Pedestrian Signals (APS), and signal pole luminaire circuit maintenance without cost to the Hopkins or the County. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.
- B. EVP System Operation.** The EVP System will be installed, operated, maintained, and removed according to the following conditions and requirements:
  - i. All maintenance of the EVP System must be done by State forces.
  - ii. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. Hopkins will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.

- iii. Malfunction of the EVP System must be reported to the State immediately.
- iv. In the event the EVP System or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after Hopkins receives written notice from the State, the State may remove the EVP System. Upon removal of the EVP System pursuant to this Paragraph, all of its parts and components become the property of the State.
- v. All timing of the EVP System will be determined by the State.

**6.3. Right-of-Way Access.** Each party authorizes the other party to enter upon their respective public right-of-way to perform the maintenance activities described in this Agreement.

**6.4. Related Agreements.** This Agreement will supersede and terminate the operation and maintenance terms of Agreement No. 73428, dated June 30, 1995, between the State and Hopkins, for the intersection of T.H. 7 at Hopkins Crossroad (C.S.A.H. 73).

## 7. Basis of Hopkins Cost

**7.1. Schedule "I".** The Preliminary Schedule "I" includes all anticipated Hopkins participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.

**7.2. Hopkins Participation Construction.** Hopkins will participate in the following at the percentages indicated.

- A. 100 Percent will be Hopkins' rate of cost participation in all of the sidewalk construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary Schedule "I".

**7.3. Construction Engineering Costs.** Hopkins will pay a construction engineering charge equal to 8 percent of the total Hopkins participation construction covered under this Agreement.

**7.4. Plan Changes, Additional Construction, Etc.** Hopkins will share in the costs of construction contract addenda and change orders that are necessary to complete Hopkins participation construction covered under this Agreement, including any Hopkins requested additional work and plan changes.

The State reserves the right to invoice Hopkins for the cost of any additional Hopkins requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.

**7.5. Liquidated Damages.** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

## 8. Hopkins Cost and Payment by Hopkins

**8.1. Hopkins Cost.** \$7,376.89 is Hopkins' estimated share of the costs of the contract construction and the construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.

- 8.2. Conditions of Payment.** Hopkins will pay the State Hopkins' total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I", after the following conditions have been met:
- A. Execution of this Agreement and transmittal to Hopkins, including a copy of the Revised Schedule "I".
  - B. Hopkins' receipt of a written request from the State for the advancement of funds.
- 8.3. Acceptance of Hopkins' Cost and Completed Construction.** The computation by the State of the amount due from Hopkins will be final, binding and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon Hopkins as to the satisfactory completion of the contract construction.
- 8.4. Final Payment by Hopkins.** Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to Hopkins. The Final Schedule "I" will be based on final quantities, and include all Hopkins participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of Hopkins participation construction exceeds the amount of funds advanced by Hopkins, Hopkins will pay the difference to the State without interest. If the final cost of Hopkins participation construction is less than the amount of funds advanced by Hopkins, the State will refund the difference to Hopkins without interest.

The State and Hopkins waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

## 9. Basis of County Cost

- 9.1. Schedule "I".** The Preliminary Schedule "I" includes all anticipated County participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.
- 9.2. County Participation Construction.** The County will participate in the following at the percentages indicated.
- A. 100 Percent will be the County's rate of cost participation in all of the sidewalk construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary Schedule "I".
- 9.3. Construction Engineering Costs.** The County will pay a construction engineering charge equal to 8 percent of the total County participation construction covered under this Agreement.
- 9.4. Plan Changes, Additional Construction, Etc.** The County will share in the costs of construction contract addenda and change orders that are necessary to complete the County participation construction covered under this Agreement, including any County requested additional work and plan changes.

The State reserves the right to invoice the County for the cost of any additional County requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.

- 9.5. Liquidated Damages.** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

## 10. County Cost and Payment by the County

**10.1. County Cost.** \$3,461.95 is the County's estimated share of the costs of the contract construction and the construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.

**10.2. Conditions of Payment.** The County will pay the State the County's total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I", after the following conditions have been met:

- A. Execution of this Agreement and transmittal to the County, including a copy of the Revised Schedule "I".
- B. The County's receipt of a written request from the State for the advancement of funds.

**10.3. Acceptance of the County's Cost and Completed Construction.** The computation by the State of the amount due from the County will be final, binding and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the County as to the satisfactory completion of the contract construction.

**10.4. Final Payment by the County.** Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to the County. The Final Schedule "I" will be based on final quantities, and include all County participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the County participation construction exceeds the amount of funds advanced by the County, the County will pay the difference to the State without interest. If the final cost of the County participation construction is less than the amount of funds advanced by the County, the State will refund the difference to the County without interest.

The State and the County waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

## 11. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

**11.1.** The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)  
Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155  
Telephone: (651) 366-4634  
E-Mail: malaki.ruranika@state.mn.us

**11.2.** Hopkin's Authorized Representative will be:

Name, Title: Nate Stanley, City Engineer (or successor)  
Address: 1010 First Street South, Hopkins, MN 55433  
Telephone: (952) 548-6356  
E-Mail: nstanley@hopkinsmn.com

**11.3. Minnetonka's Authorized Representative will be:**

Name, Title: Phil Olson, City Engineer (or successor)  
Address: 14600 Minnetonka Boulevard, Minnetonka, MN 55345  
Telephone: (952) 939-8239  
E-Mail: polson@minnetonkamn.gov

**11.4. The County's Authorized Representative will be:**

Name, Title: Olagoke Afolabi, Project Manager (or successor)  
Address: 1600 Prairie Drive, Medina, MN 55340  
Telephone: (612) 596-0311  
E-Mail: olagoke.afolabi@hennepin.us

**12. Assignment; Amendments; Waiver; Contract Complete**

- 12.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 12.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 12.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 12.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State, Hopkins, Minnetonka, and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**13. Liability; Worker Compensation Claims**

- 13.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of Hopkins, Minnetonka, and the County.
- 13.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

**14. Nondiscrimination**

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

**15. Title VI/Non-discrimination Assurances**

Hopkins, Minnetonka, and the County agree to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). Hopkins, Minnetonka, and the County will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of Hopkins', Minnetonka's, and the County's compliance with this provision. Hopkins, Minnetonka, and the County must cooperate with the State throughout the review process by supplying all requested information and documentation to the State,

making Hopkins, Minnetonka, and County staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.

#### **16. State Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, Hopkins', Minnetonka's, and the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

#### **17. Government Data Practices**

Hopkins, Minnetonka, the County, and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Hopkins, Minnetonka, and the County under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by Hopkins, Minnetonka, the County, or the State.

#### **18. Telecommunications Certification**

By signing this agreement, Hopkins, Minnetonka, and the County certify that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Hopkins, Minnetonka, and the County do not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Hopkins, Minnetonka, and the County will include this certification as a flow down clause in any contract related to this agreement.

#### **19. Governing Law; Jurisdiction; Venue**

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

#### **20. Termination; Suspension**

**20.1. *By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties.

**20.2. *Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to Hopkins, Minnetonka, and the County.

**20.3. *Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, and performance of work authorized through this Agreement.

#### **21. Force Majeure**

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

**HENNEPIN COUNTY**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

**ATTEST:**

By: DRAFT – DO NOT SIGN  
(Deputy/Clerk of the County Board)

Date: \_\_\_\_\_

**REVIEWED BY THE COUNTY ATTORNEY'S OFFICE:**

By: DRAFT – DO NOT SIGN  
(Assistant County Attorney)

Date: \_\_\_\_\_

By: DRAFT – DO NOT SIGN  
(Chair of its County Board)

Date: \_\_\_\_\_

And: DRAFT – DO NOT SIGN  
(County Administrator)

Date: \_\_\_\_\_

And: DRAFT – DO NOT SIGN  
(Assistant County Administrator, Public Works)

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL**

By: DRAFT – DO NOT SIGN  
(County Highway Engineer)

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL**

By: DRAFT – DO NOT SIGN  
(Department Director, Transportation Operations)

Date: \_\_\_\_\_

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.**

**CITY OF HOPKINS**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: **DRAFT – DO NOT SIGN** \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: **DRAFT – DO NOT SIGN** \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.**

**CITY OF MINNETONKA**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: DRAFT – DO NOT SIGN

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: DRAFT – DO NOT SIGN

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

Recommended for Approval:

By: DRAFT – DO NOT SIGN  
(District Engineer)

Date: \_\_\_\_\_

Approved:

By: DRAFT – DO NOT SIGN  
(State Design Engineer)

Date: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

By: DRAFT – DO NOT SIGN  
(With Delegated Authority)

Date: \_\_\_\_\_

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.**

**CITY OF HOPKINS**

**RESOLUTION**

IT IS RESOLVED that the City of Hopkins enter into MnDOT Agreement No. 1045385 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City of Hopkins to the State of the City of Hopkins' share of the costs of the sidewalk construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 7 from 700 feet west of Hopkins Crossroad (County State Aid Highway (C.S.A.H.) No. 73) to 615 feet east of Hopkins Crossroad (County State Aid Highway No. 73) within the corporate City limits under State Project No. 2706-232 (T.H. 7=012).

IT IS FURTHER RESOLVED that the Mayor and the \_\_\_\_\_  
(Title)  
are authorized to execute the Agreement and any amendments to the Agreement.

**CERTIFICATION**

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Hopkins at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2021
Notary Public _____
My Commission Expires _____

_____ (Signature)
_____ (Type or Print Name)
_____ (Title)

**CITY OF MINNETONKA**

**RESOLUTION**

IT IS RESOLVED that the City of Minnetonka enter into MnDOT Agreement No. 1045385 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for sidewalk maintenance by the City of Minnetonka upon, along, and adjacent to Trunk Highway No. 7 from 700 feet west of Hopkins Crossroad (County State Aid Highway (C.S.A.H.) No. 73) to 615 feet east of Hopkins Crossroad (County State Aid Highway No. 73) within the corporate City limits under State Project No. 2706-232 (T.H. 7=012).

IT IS FURTHER RESOLVED that the Mayor and the \_\_\_\_\_  
(Title)  
are authorized to execute the Agreement and any amendments to the Agreement.

**CERTIFICATION**

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Minnetonka at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2021
Notary Public _____
My Commission Expires _____

_____ (Signature)
_____ (Type or Print Name)
_____ (Title)

**HENNEPIN COUNTY**

**RESOLUTION**

IT IS RESOLVED that Hennepin County enter into MnDOT Agreement No. 1045385 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the County to the State of the County's share of the costs of the sidewalk construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 7 from 700 feet west of Hopkins Crossroad (County State Aid Highway (C.S.A.H.) No. 73) to 615 feet east of Hopkins Crossroad (County State Aid Highway No. 73) under State Project No. 2706-232 (T.H. 7=012).

IT IS FURTHER RESOLVED that the \_\_\_\_\_  
(Title)

and the \_\_\_\_\_  
(Title)

are authorized to execute the Agreement and any amendments to the Agreement.

**CERTIFICATION**

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Hennepin County at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2021
Notary Public _____
My Commission Expires _____

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title)

**CITY OF HOPKINS  
HENNEPIN COUNTY, MINNESOTA**

**RESOLUTION NO. 2021-008**

**RESOLUTION APPROVING MNDOT AGREEMENT NO. 1045385  
REGARDING TRUNK HIGHWAY 7 PROJECT REIMBURSEMENT**

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

1. That the City of Hopkins enter into MnDOT Agreement No. 1045385 with the State of Minnesota, Department of Transportation (the "Agreement") for the following purposes:

To provide for payment by the City of Hopkins to the State of the City of Hopkins' share of the costs of the sidewalk construction and other associated construction, and to provide for maintenance by the City of Hopkins of the sidewalk, traffic control signal system construction, and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 7 from 700 feet west of Hopkins Crossroad (County State Aid Highway (C.S.A.H.) No. 73) to 615 feet east of Hopkins Crossroad (County State Aid Highway No. 73) within the corporate City limits of the City of Hopkins under State Project No. 2706-232 (T.H. 7=012).

2. That the Mayor and City Manager are authorized to execute the Agreement and any amendments to the Agreement.

Adopted by the City Council of the City of Hopkins this 2<sup>nd</sup> day of March, 2021.

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

ATTEST:

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

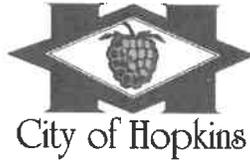
**CERTIFICATION**

I, Amy Domeier, certify that the above Resolution is an accurate copy of the Resolution adopted by the City Council of the City of Hopkins at an authorized meeting held on the 2<sup>nd</sup> day of March, 2021, as shown by the minutes of the meeting in my possession.

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

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2021, by Amy Domeier, the city clerk of the City of Hopkins, a Minnesota municipal corporation.

\_\_\_\_\_  
Notary Public



March 2, 2021

Council Report 2021-018

**APPROVE CONTRACT WITH REPUBLIC SERVICES FOR RESIDENTIAL CURBSIDE RECYCLING SERVICES FOR 2021-2026 TERM**

**Proposed Action**

Staff recommends the following motion: Approve Contract with Republic Services for residential curbside recycling services for 2021-2026 term.

**Overview**

The City of Hopkins has partnered with Waste Management for residential curbside recycling collection services since the program’s inception in 1990. The City of Hopkins currently pays Waste Management \$3.20 per dwelling unit per month for these services. The contract for which this price is ensured expires March 31, 2021. Residential customers currently pay a \$5.00 charge for recycling, per dwelling per month, on their utility bill. The City has experienced an overall positive working relationship with Waste Management and had hoped to continue such relationship indefinitely. However, with rising costs for the collection, transporting, sorting and marketing of recyclable materials, fees proposed by Waste Management for continued service were such that it necessitated the City of Hopkins to solicit other proposals. Below are the prices per dwelling unit per month proposed by Waste Management and Republic Services.

	<b>Year 1 (2021)</b>	<b>Year 2 (2022)</b>	<b>Year 3 (2023)</b>	<b>Year 4 (2024)</b>	<b>Year 5 (2025)</b>
<b>Waste Management</b>	\$5.40	\$5.61	\$5.84	\$6.07	\$6.31
<b>Republic Services</b>	\$4.85	\$5.02	\$5.20	\$5.38	\$5.57
<b><i>Difference</i></b>	<i>\$0.55</i>	<i>\$0.59</i>	<i>\$0.64</i>	<i>\$0.69</i>	<i>\$0.74</i>

After reviewing proposals submitted on behalf of Waste Management and Republic Services, Staff recommends approving a contract with Republic Services for residential curbside recycling services for the 2021-2026 term. It is the City’s desire to make this transition as smooth and successful as possible by notifying all customers of the coming change via the April Highlights, City website, City Connections e-newsletter, and City social media pages. Staff will also coordinate the removal of Waste Management containers with the delivery of Republic Services containers (which will have a welcome letter and educational materials attached). In order to facilitate this, Waste Management has agreed to extend services until May, 2021.

**Supporting Information**

- Proposal from Republic Services
- Draft of Contract

*Pam Hove*

\_\_\_\_\_  
Pam Hove, Solid Waste Coordinator

Financial Impact: \$ _____	Budgeted: Y/N _____	Source: _____
Related Documents (CIP, ERP, etc.): _____	Notes: _____	



# City of Hopkins Proposal for Residential Recycling Collection and Disposal Services

**DATE:** February 17, 2021  
**ADDRESS:** 9813 Flying Cloud Drive, Eden Prairie, MN 55347

**SUBMITTED BY:** Beverly Mathiasen, Municipal Services Manager  
e [bmathiasen@republicservices.com](mailto:bmathiasen@republicservices.com)  
c (612) 889-7324



REPUBLIC  
SERVICES



## Residential Recycling

February 17, 2021

Pam Hove, Solid Waste Coordinator  
City of Hopkins  
11100 Excelsior Blvd.  
Hopkins, MN 55343

Dear Ms. Hove,

Republic Services is pleased to submit the following proposal for The City of Hopkins. We are confident you will continue to find **Republic Services** the **Ideal Fit** for **Your Recycling Needs**.

We are proud to say that we have served the communities within the Twin Cities and surrounding area for over **70 Years** and during this time we have witnessed and been part of many changes in the recycling industry, but what hasn't changed is our **Commitment to our Customers**, and that is providing them with the **Highest Level of Service** at a **Fair and Reasonable Price**. We see ourselves as a local provider, but our footprint is much larger, Republic Services serves millions of residential and commercial customers in partnership throughout our Great Country with municipalities agreements in excess of 2,800. No other company can equal the Operational Capabilities, Financial Stability, Capital Resources, Extensive Experience, Integrated Infrastructure or Transfer Expertise that Republic Services brings to The City of Hopkins.

We are proud to be recognized for the following benefits to your community:

- We employ 472 employees who live in the Seven County Twin Cities Area
- We offer a 99.9% pick-up rate in your community
- Our drivers are 41% safer than the industry average
- We have been recognized in the top 10% of all companies globally for our commitments and investments in sustainability
- We are a leader in the marketing of commodities, ensuring that your commodities have end markets in all market conditions
- Republic Services was designated as one of the World's Most Ethical Companies by the Ethisphere Institute for Fourth Consecutive Year in a row

Republic Services' proposal shares details about our ability to provide reliable service as well as enhance and preserve environmental stewardship as your community partner. We look forward to working with you and bringing our unique customer experience to the residents of Hopkins. Select Republic Services and, *"We'll Handle it from Here."*

Sincerely,

Beverly Mathiasen, Municipal Services Manager



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## Residential Recycling

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## Executive Summary

90% of municipalities extend their current contracts with Republic Services because of our partnerships and local expertise offering Simple Solutions, Reliability and Environmental Responsibility.

### Our Promise to our Customers

We'll handle it from here™, our promise is backed by the details of this proposal submittal to you. In summary, we take pride in offering you a best-value partnership that consists of Simple Solutions, which are Reliable and Environmentally Responsible.

- **Simple Solutions** – We offer a wide range of tailored products to assist the community in the responsible recycling or disposal of unique waste streams that include electronics, universal waste, or household hazardous waste. Additionally, our investments in customer-facing web- and smartphone-based apps allow simple interaction between customers and Republic Services, offering service details, alerts, as well as delivery schedules.
- **Reliability** – Our operations and performance metrics prove that we are your most reliable partner. Our 99.9% pickup reliability rate means that you face fewer calls from the community regarding service, and when callers reach out to us

### Republic Services is your low-risk, best value partner

- 472 employees live within the 7 County Metro Area
- Over 70 years continuously serving the Seven County Metro Area
- Reliable – 99.9% pickup rate
- Environmental Responsibility – over 3,200 CNG trucks nationwide
- Safer – 40% fewer incidents than industry average
- Simple Solutions – manage your account with the Republic Services app
- Sole recycling and solid waste services company in the world to be included on the first and second annual Barron's 100 Most Sustainable Companies list
- Named to the Dow Jones Sustainability Indices – North America and World - for the fourth straight year
- Named to the 2020 World's Most Ethical Companies List® by the Ethisphere® Institute for the fourth year in a row
- 3 fully staffed, US-based, national Customer Resource Centers

for any needs, we strive for first call resolution through our fully integrated customer resource centers. Our drivers are the safest in the industry, which means your residents are better off with our team on your streets.

Figure 1. Key Company Statistics. Republic Services is an industry leader in the U.S. non-hazardous solid waste industry



\$10 BILLION IN REVENUE



36,000 EMPLOYEES



235 MARKETS  
41 STATES AND PUERTO RICO



\$200+ MILLION IN ACQUISITIONS



4.9 MILLION PICKUPS EVERY DAY



14 MILLION CUSTOMERS



91 RECYCLING CENTERS PROCESSING OVER 6M TONS OF RECYCLABLES ANNUALLY



16,000 TRUCKS, 20% POWERED BY NATURAL GAS



207 TRANSFER STATIONS



190 ACTIVE, MODERN-DAY LANDFILLS



349 HAULING FACILITIES



75 LANDFILL GAS-TO-ENERGY AND RENEWABLE ENERGY PROJECTS

- Environmental Responsibility** – We are globally recognized as a leader in sustainability. Our investments in recycling infrastructure, compressed natural gas-powered trucks, and landfill gas-to-energy plants are all examples of how we drive to be a good neighbor in every municipality we partner with.

Low cost providers in the industry sacrifice one or more of these elements, translating to risk for your municipality. Republic Services is your best-value partner, through our proven and demonstrated balance of these factors, while serving over 2,400 municipal contracts today.

It is through these initiatives and recognitions that we reiterate our commitment to City of Hopkins. On behalf of the 36,000 employees at Republic Services, we appreciate the opportunity to earn your business through this submittal and look forward to a long and continued partnership for years to come.

**Global Recognition**

We believe that excellence means being better than competitors at everything we do. We also appreciate that our customers want peace of mind knowing they are partnering with a reliable, safe and ethical company. We are very proud of our success in these areas and work diligently to maintain our positions on these prestigious lists.



Figure 2. **Leading Recognition Awards.** Republic Services is proud to be globally recognized for our commitments to Sustainability and the Blue Planet

## Your Team

Your leadership team is knowledgeable of local collection and post-collection processing activities and is supported by the technical expertise and financial strength of our parent company Republic Services, Inc.

Our in-house training, personnel advancement, recruitment programs, and work force development are some of the most comprehensive in the industry, which enables us to attract and retain the most highly qualified, dedicated, and experienced professionals in the business today.

### Local Leadership

For 70 years, Republic Services has partnered with municipalities, residents, and businesses in the 7 County Metro Area to provide single sort recycling collection services.

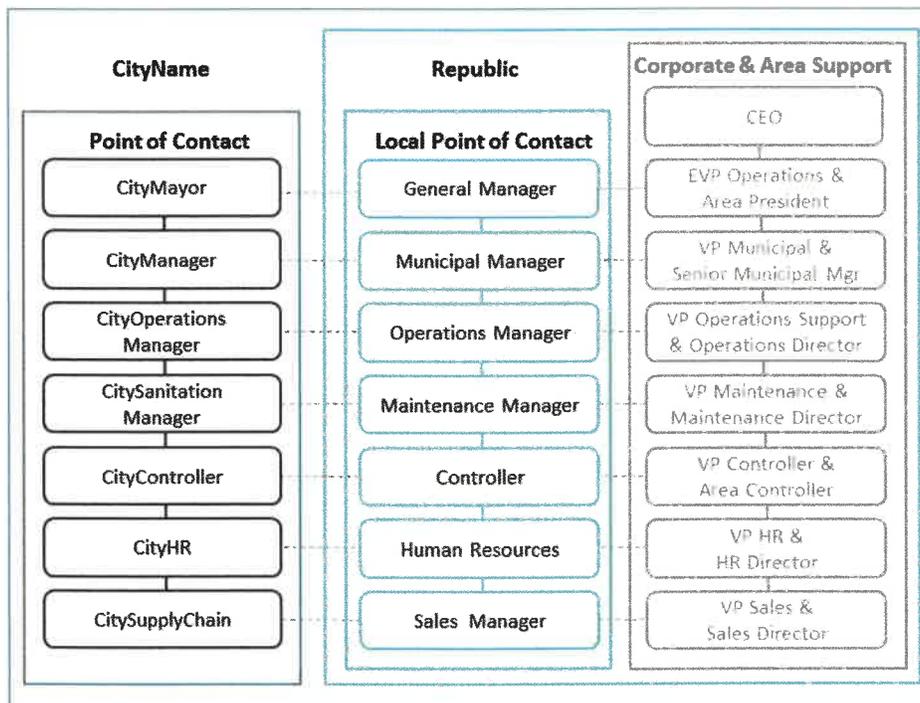
Republic Services is integrated in the community, employing 472 people whom live in the 7-county metro area.

Our local and area management teams have extensive industry experience in operating and managing solid waste companies and have substantial experience in your region. This allows us to quickly respond and meet your needs; all the while staying in touch with your staff, as well as local businesses and residents. Our strong area management team allows us to effectively and efficiently drive initiatives that help ensure consistency across the organization. These teams have extensive authority, responsibility and autonomy for operations within their geographic markets.

### National Backing

Each of our local business operations is fully empowered and accountable for delivering on our commitments to our customers. They are also backed by the support and breadth of our area and corporate leadership teams, capable of massing expertise and corporate might to assist or respond to any challenge during the term of the contract. An example of this benefit to you is the response capabilities during times of crisis such as hurricanes, tornados, or other disasters.

Figure 3. **Personal and Powerful.** Your dedicated local support backed by Republic infrastructure





**REPUBLIC**  
SERVICES



## Residential Recycling

### Facilities

Our facilities are engineered for safe, environmentally friendly operations. We use sustainable materials that facilitate energy and water conservation, as well as design principles to enhance employee and guest safety and comfort.

Providing outstanding recycling and waste services to your community requires the existence of multiple types of facilities, which typically include:

- Hauling company
- Recycling center
- Customer Resource Center

It is typical that our largest workforce presence exists at a hauling company, to support the complex operation that goes into serving your community with 99.9% pickup reliability rate.

In some markets, transfer stations enable the efficient transfer of recycling or municipal solid waste from the collection trucks to tractor trailer trucks that can more efficiently transport the material to the appropriate post-collection facility.

*Figure 5. **Transfer Stations.** Reduce wear on roads and trucks by offering an efficient and local transfer of material for transport to post-collection facilities.*



*Figure 4. **Local Infrastructure** – Our local facilities are best located to serve your City with an eye toward sustainability.*



A landfill can be one of the most complex facilities in our portfolio due to the tremendous responsibility we hold to appropriately handle the nation's waste. All of our landfill facilities are subject to the Resource Conservation Recovery Act (RCRA) Subtitle D regulations.

Our Recycling Centers are very complex facilities that are designed to receive, process, and package the various recyclable commodities that are collected in the community.

*Figure 6. **Recycling Centers** - Republic Services operates some of the most advanced Recycling Centers in the country.*



## Operations

We exercise the utmost responsibility in our operations. This includes our fleet, our buildings, our landfill technology and the day-to-day activities we conduct in our communities. We are working hard to understand and measure our impact on air, land and water to minimize or eliminate any negative consequences, where possible.

Successful collection operations begin with a seasoned operations supervisor who knows the business as well as your community. They are responsible for the day-to-day collection operations, including development and evaluation of routing (in conjunction with the general manager), training and oversight of drivers, and implementation and enforcement of safety procedures.

We ensure our operations supervisors are not overloaded, nor tied to a desk. On average, we maintain a 15:1 ratio of routes to supervisor, which means that items needing attention are dealt with immediately and they know your community intimately.

In addition, our supervisors are out on the routes regularly at least twice per week. They conduct ride-alongs with drivers which creates opportunities for driver mentoring, ensures quality control on the route, and keeps the supervisor directly aware and

familiar with the nuances of the route and the community. Few, if any other, companies in the industry dedicate their operations staff to success in this manner.

## Communication with the Community

In addition to the regular collaboration between the routing teams, our Operations Team can communicate with the residents and commercial customers easily using several forms of technology.

Our web and smartphone-based app, called My Resource™, enables customers to see their accounts, make service requests, or raise issues for resolution. This app also enables our operations team to offer alerts or emails to customers regarding changes in service for holidays or inclement weather, or even holidays.

We also employ a technology known as Call-Em-All, which is a phone-based capability for distributing operations updates when needed to customers on effected routes.

## Education Tags

Tags are our first line of education for residents that have placed unacceptable items at the curb for collection. Drivers and route supervisors will leave tags with the resident in the event that material cannot be

Figure 7. **Facilities Serving City of Hopkins** - Republic Services will serve the City of Hopkins with the following facilities.

Facility Type	Address	Distance from Township	No. of Employees	Hours of Operation
Hauling Company	9813 Flying Cloud Drive, Eden Prairie	9 Miles	175	3:00 am – 5:00 pm
Material Recovery Facility	25 N 44 <sup>th</sup> Avenue, Minneapolis, MN	13 Miles	65	6 am – 4 pm M-F
Customer Resource Center	Indianapolis, IN Charlotte, NC Phoenix, AZ	Virtual	300+ 300+ 300+	7:00am -5:00pm – M-F Web-based application offerings 24/7

picked up. The tags will provide the reason why the item was not picked up and a list of items that can always be placed in the cart.

## Residential Recycle Collection

We will offer all single-family customers every other week fully automated single-stream recycling collection services. Recycling containers will be serviced with an automated side loader (ASL) truck. The ASL is proven to retrieve and return containers in the industry's most efficient, safe and environmentally responsible manner among all curbside automated collection services.

Each collection vehicle is operated by a single driver and will be painted in a uniform manner, featuring our logo and company contact information.

All single-family customers will be issued a blue 64-gallon or greater (per section 4.4 of the RFP other sizes are made available) wheeled recycle cart.

## Service Days

The following table reflects the service schedules for residential recycle collection service.

Figure 8. *Service Days* for your contract

Service	Days of Week	Collection Hours
Recyclables	M-TH	6 am – 6 pm

## Holiday Schedules

Republic Services will be closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas, if your service day falls on one of these days, we will service you on the next business day.



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## Post-Collections – Recycling Centers

*We are committed to investing in recycling processing infrastructure where appropriate as evidenced by our addition of 150K tons of recycling capacity in 2018.*

### Recycling Overview

We believe we have a responsibility to regenerate our planet with the materials we are entrusted to handle everyday by driving increased recycling, generating renewable energy, and helping our customers be more resourceful. Republic Services owns or operates 91 recycling centers nationwide, the largest in the U.S. As consumer demand for recycling services has increased, we have met the demand by integrating recycling components to each of our collection service offerings. Based on an industry trade publication, approximately 34% of municipal solid waste is recycled.

Communities have increasingly committed to their residents to enhance and expand their recycling programs. We continue to focus on innovative waste disposal processes and programs to help our customers achieve their goals related to sustainability.

### Facility Capabilities

The Minneapolis facility opened in 1990 and is currently processing approximately 330 tons per day; with a total daily capacity of 400 tons. Called a Material Recovery Facility (MRF), it utilizes CP Group (CP) equipment to process incoming materials, and ship finished commodities to domestic and international markets.

There are approximately 65 full-time employees working at the Minneapolis Recycling Center. Our facility is open 5 days per week to receive material and has an average turn time of less than 24 hours. All loads are weighed in and out and we can provide tonnage data upon request in the

*Republic Services has the experience and expertise to provide recycling solutions that fit the latest market trends to best assist your community.*

- 91 Recycling Centers; including the largest and most sophisticated facility in the US
- Over 8M tons of material collected and processed annually
- Millions of tons of CO2 emissions are saved through our recycling operation, equivalent to our entire company carbon footprint
- Republic Services markets material to more than 100 domestic and international customers

required format. Republic Services accepts mixed paper, cardboard, newspaper, tin cans, aluminum cans, foil, glass, plastics, bottles, jars, ridged plastics 1, 2, and 5's. Our cutting-edge recycling facility helps preserve the local environment for future generations.

### Marketing

Republic Services' Materials Marketing Group, a regional staff positioned throughout the country, is a team of highly experienced professionals who provide our recycling facilities with assistance in the identification of material recovery opportunities and the best markets and marketing opportunities for those materials.

### Equipment

*Figure 10. Industry Leading Recycling Capabilities. Established screening processes to maximize material recovery.*



We continue to invest in proven technologies to control costs and to simplify and streamline recycling for our customers.

Advanced sorting equipment, such as disk screens, magnets and optical sorters to increase efficiency and maximize our recycling efforts are used. At the crux of the system are designed lines, able to handle commercial material, comingles and residential single stream material simultaneously.

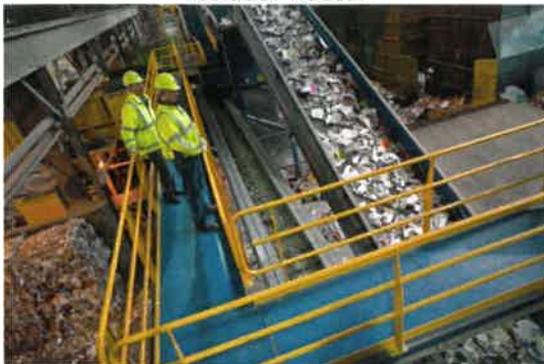
### Processing Cycle

Recycling trucks collect from curbside or commercial locations, take their loads to the recycling centers, weigh in and continue to the tipping area. Trucks tip their loads and the loads are pushed by a rubber-tire loader into stockpiles in preparation for processing.

The mixed material travels to a quality control station where contaminants and undesirable material are removed. Material goes over an old corrugated cardboard triple deck screen that has a series of shafts with discs that remove cardboard from the material stream.

Remaining materials travel through the old newsprint screens which pull the lighter newsprint material over the deck while heavier materials (plastic, steel, glass, and aluminum) fall onto a debris roll screen and larger plastic and steel containers roll off onto a conveyor. The spacing of the old newsprint screens allows the glass to fall

Figure 11. **Committed to Sustainability.** Our state-of-the-art equipment minimizes residual waste.



through and then is conveyed to the glass screening system. An electromagnet pulls any metal cans out of the paper stream and the paper stream continues for further separation.

For additional recovery there are more screens and optical scanners to capture and detect material types at the molecular level.

### Residual Materials Management

Our dedication to residual management involves the entire system, not just efforts to eliminate contamination. What happens to residual materials once the processing is done is the next step in Republic Services' mission to let nothing go to waste. We are proud to send these materials to Pine Bend Landfill.

Residual material is sent to Pine Bend contributes to the gas-to-energy facility, which generates clean, renewable energy by converting the methane gas (landfill gas) to electricity. From the curb, through our facility, and in the end, Republic Services provides the most thorough and comprehensive plan to screen out non-recyclable contamination and gain the greatest benefit from the materials entrusted to us.

### Method of Tracking Tonnage

Figure 12. **Environmentally Responsible.** We continually expand capabilities to serve more communities or adjust to changing waste streams.





REPUBLIC SERVICES



## Residential Recycling

Each customer is assigned a separate account in Republic Services' scale system. All inbound and outbound materials will be weighed in at the onsite scales. Transaction data will be recorded in our electronic database program. The system has been customized for use by recycling operations and allows for the recording and reporting of inbound and outbound material flow.

Inbound materials are recorded by weight, truck number, date, time, material type and city of origin. Republic Services has the capability to provide reports detailing diversion information if desired.

### Material Characterization

Republic Services can develop a material characterization form (see Figure 13) for the materials delivered to the Inver Grove Heights Recycling Center.

### Permits and Regulatory Compliance

Republic Services strongly supports and advocates sustainability as a core component of our values. Republic Services understands that the sustainability of the environment depends on protecting and preserving natural resources and educating current and future generations on environmental compliance. In fact, Republic Services' sustainability program centers on the theme of "Protecting Today's Environment for a Better Tomorrow." This message is important to the quality of life and regional prosperity in the communities we serve and why compliance is so important to us.

Figure 13. **Clear Reporting.** Our Material Characterization Form is an example of reporting to help you track and achieve your municipal goals.

The screenshot displays a 'MATERIAL CHARACTERIZATION FORM' with several sections. At the top, there are fields for 'Customer', 'City', 'Date', 'Time', and 'Truck #'. Below these are sections for 'Material Type' and 'Material Description'. The main body of the form consists of a large table with columns for 'Material Type', 'Weight', and 'Percentage'. A summary table is overlaid on the bottom right of the form, listing various material categories and their corresponding weights and percentages.

Material Type	Weight	%
Summery		
PAPER	0.0	0.0
DC/Print	0.0	0.0
CNP Newspaper	0.0	0.0
Mixed Recyclable Paper	0.0	0.0
Office Paper	0.0	0.0
PLASTIC	0.0	0.0
HD PET Bottle/Cans	0.0	0.0
HD HDPE Bottle	0.0	0.0
HD HDPE Can	0.0	0.0
Mixed Plastic (30 - 47)	0.0	0.0
Recyclable Film	0.0	0.0
Mixed Rigid Plastic	0.0	0.0
METAL	0.0	0.0
Aluminum Can	0.0	0.0
Aluminum Sheet/Lam	0.0	0.0
Steel Sheet	0.0	0.0
GLASS	0.0	0.0
Crown Glass/Bottle/Cans	0.0	0.0
Other Glass	0.0	0.0
Household Appliances	0.0	0.0
Electronics	0.0	0.0
Refrigerator	0.0	0.0
TOTAL SAMPLE	0.0	0.0%



# Recycling Simplified

As a leader in the recycling industry, Republic Services is committed to educating consumers on how and what to recycle – we call it Recycling Simplified.

## Recycling Economics

For many municipalities, recycling is a core service that residents expect. Republic Services is committed to offer curbside recycling with the framework of a new business model. A general knowledge of the history of how we arrived at the current state provides the basis for the change.

In late, 2017, China disrupted the global industry by changing their rules and regulations on imported recyclable material. From total bans on some material to unrealistic quality restrictions on other material had monumental impacts on the sale of recyclable material. China accounted for buying about 40% of the recycling commodities. While China's direction was disruptive, it was only a matter of time

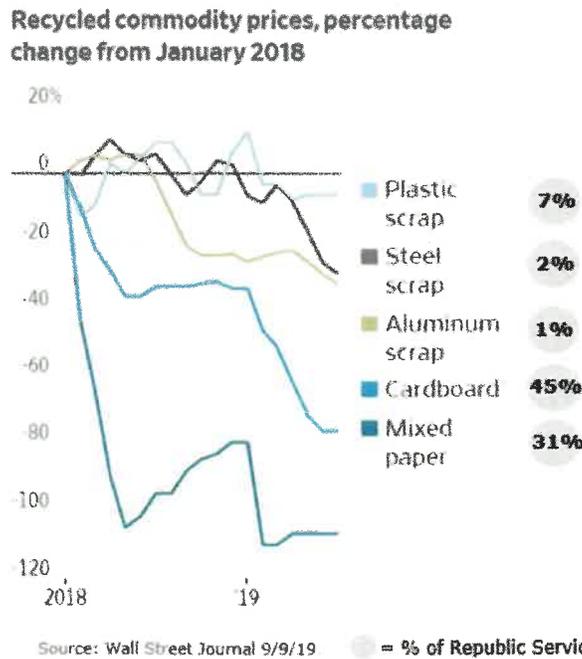
**Republic Services is creating durable and sustainable processes to ensure municipalities can offer this service to their communities**

- On average 1/3 of what consumers put in recycling container is non-recyclable material
- The business model must change to make curbside recycling sustainable
- Prior to the disruption to the industry, 30% of Republic's material went to China – today it is less than 1%
- We continue to invest in technology and equipment

before the "old" business model was destined to fail.

Recycling has never been free. But for a long time, the cost of collecting and processing recycling was covered by the value created by selling the recycled material. What many people don't realize is, even though something is technically recyclable, that doesn't mean there's an end market for it.

Figure 14. **Plunging Commodity Prices** as published by the Wall Street Journal in Sept. 2019. About 76% of the material we sell has declined in value 78-105%.



## Residential Recycling

The average American household pays about \$20 a month for weekly garbage and recycling services. You may be surprised to learn that most of this goes toward the cost of collecting garbage, even though the cost of collecting and processing recycled material is actually much higher.

We are actively transitioning our municipal customers to a more durable and sustainable pricing model with an equitable risk-sharing arrangement. These new contracts ensure we are paid for the collection and processing of material, and then share the value of the commodity with the municipality.

We know consumers care about recycling, and they have demonstrated a willingness to pay for the service. Paying around just \$1 more a week for your weekly recycling service will help keep these services sustainable for future generations.

Despite these recent challenges, we continue to invest in it the recycling business. Recycling is one of the fastest growing segments of the waste stream, in large part due to e-commerce. We're also committed to helping create a cleaner, safer and more sustainable environment for the future.

We are using state-of-the-art technology like optical scanners and even artificial intelligence to help us recover as many recyclable items as possible.

What's changed over the past 25 years is that recycling in the U.S. has never been simpler for consumers, and participation is at an all-time high. This success, however, has resulted in a pricing model that doesn't come close to covering the actual costs of recycling collection and processing, as well as increased contamination rates.

For example, when curbside programs were first introduced, they were largely what we call "source separated," meaning the customer placed different materials in different bins.

- Material was collected in specialized trucks that had multiple compartments and needed to be loaded manually, which was a safety hazard.
- Once a compartment was filled, the truck had to leave the route to dispose of it - this was inefficient and resulted in more fuel usage, traffic, etc. It was also difficult for customers, so participation was low.

Figure 15. *The Recommend Business Model* is one where the cost of a recycling program is the sum of fees for the two services - Collection Fee and the Net Processing Fee





- Admittedly, the quality of recycled materials was much higher than it is today. But given the low participation rates, “source separated” programs were unable to satisfy public policy and regulatory requirements in many markets.

Today, in most markets we offer “single-stream” recycling, in which all recyclables are placed in a single container. However, the downside is that the quality of the material has decreased dramatically – contamination rates are much higher. On average, more than 30% of what Americans put in their recycling containers doesn’t belong there, and that material often exposes good recyclables, like cardboard, to residue from food, liquid, or other waste. This results in more recyclables going to landfills despite the good intentions of consumers.

Another change we’ve experienced over the decades is the “light-weighting” of packaging. As packaging becomes lighter, we need to process more material to achieve the same weight.

In the past we collected 40K water bottles to recycle 1 ton of plastic; with today’s lighter bottles, we need to collect 90K water bottles to recycle that same ton of plastic.

### Recycling Overview

We believe we have a responsibility to educate our customers when it comes to recycling the right way. We understand recycling can be confusing at times, so we have created a campaign to educate people how and what to recycle.

On average, one-third of what consumers put in their recycling containers doesn’t belong there. And there aren’t enough resources or technology to reverse contamination once it takes place. Some of these items are contaminated with food or another residue. Think of a ketchup bottle – if there’s still ketchup inside, it’s contaminated and can ruin an entire load of recyclables.

Other items people put into their recycling containers simply shouldn’t be there. From dirty diapers to garden hoses to bowling balls, non-recyclable materials should be disposed of or donated.

We know people want to be responsible and do the right thing to ensure the local recycling programs they know, and love, are sustainable for future generations. We encourage consumers to take a couple extra minutes a day to think about what they are putting in their containers, and for them to recognize there is a true cost to local recycling programs.

Many people are “wish-cycling” – throwing items in their recycling bin that they hope can be recycled. Remember: When in doubt, throw it out.

There also shouldn’t be 50 different items in your recycling container! Stick to these materials, and you’ll be doing it right:

- Paper and cardboard
- Metal or aluminum cans
- Plastic bottles and jugs
- Glass

We mean it when we say we are making recycling simple. Follow three important rules:

- Know what to throw
- Make sure recyclables are Empty. Clean. Dry.
- Don’t bag it. Recyclables should be placed loosely in your container – and plastic bags never belong in the recycling cart.

Figure 16. Republic Services is making recycling simple


**RECYCLE**  
*Please do not bag your recyclables*







**Thank You For Recycling These:**      Empty. Clean. Dry.

CANS	CARTONS	GLASS	PAPER	PLASTIC CONTAINERS
				
Aluminum and steel cans (empty and rinse)	Food and beverage cartons (empty and replace cap)	Bottles and jars (empty and rinse)	Mixed paper, newspaper, magazines & flattened cardboard	Kitchen, laundry, bath bottles and containers (empty and replace cap)

---

**NO These Items Cannot Be Recycled:**

- Do not bag recyclables (no waste)
- No plastic bags or plastic wrap (return to retail)
- No food or liquid (empty all containers)

- No clothing or liners (use donation programs)
- No tanglers (no hoses, wires, chains or electronics)
- No diapers




We'll handle it from here.®

952.941.5174 | [RepublicServices.com/all-in-one-recycling](http://RepublicServices.com/all-in-one-recycling)

To help consumers know how and what to recycle, we launched our Recycling Simplified campaign. Visit [RecyclingSimplified.com](http://RecyclingSimplified.com) for tips, videos and resources to become a better recycler and reduce contamination rates. Prior to the recent changes, 30% of our recyclable material used to go to China, now it's less than 1%.

The good news is that we are moving all of our recycled material – we have new markets for recyclables both domestically and internationally. But the prices paid for recycled commodities are nowhere near where they were just one year ago.

## Education

We are partnering with communities to help reduce contamination and the best way to do this is through education. We also know that the children are integral in driving behaviors in the home. We are extremely

proud to offer a free service to the schools to assist in this effort. The Recycling Simplified Education Program contains everything needed to teach students about recycling. You'll find step-by-step lesson plans and supporting materials including activities, videos, student certificates, and handouts for students to bring home. The curriculum is based on grade level. There are four categories – PreK-2, 3<sup>rd</sup>-5<sup>th</sup>, 6-8<sup>th</sup> and 9-12<sup>th</sup> grade.

Lessons within each grade range build upon students' understanding and help them gain greater awareness of the broader environmental, sustainability, and societal issues related to recycling and its role in conserving natural resources. The lessons can be taught as a unit or individually – whatever fits best for your students and your curriculum.

### The Future?

Republic Services doesn't know where the recycling commodity markets will be next year or the next 10 years. We do know that we're making recycling simpler for customers, and if Americans take the necessary steps now, the model will be profitable and sustainable for generations to come.

We believe we can transform the business model from one that largely relies on the value of the recovered commodities to one that fully acknowledges the cost of collecting and processing the recycled material and shares the value of the commodities. We are actively transitioning our municipal customers to a more durable and sustainable pricing model with an equitable risk-sharing arrangement.

Municipalities also need to join us in shifting their focus to extracting materials that have positive environmental (life cycle) benefits and have end markets. Diversion needs to be about re-introducing materials into production and manufacturing systems, not about hitting a number.

Figure 18. Visit us at [Recyclingsimplified.com](http://Recyclingsimplified.com) for more information. All downloadable resources may be customized to meet your needs



Everyone wants to do the right thing, but recycling is a business. Over the past 25 years, state legislatures have been racing to 50%, 75%, or even Zero Waste goals.

For Americans, recycling will be much simpler and more convenient in the future. Consumers will better understand what and how to recycle properly. We launched a new website, [RecyclingSimplified.com](http://RecyclingSimplified.com), to help them learn what to recycle while minimizing contamination. We want to simplify the entire process to make it easy for Americans to feel good about what they do to protect our environment.

Figure 17. Republic Services is proud to partner with communities to offer lessons and activities for educators built by educators.



Carefully aligned to grade-level curriculum standards



Provided to you 100% free of charge



Written and vetted by real teachers



Lessons designed to fit within a typical class period



Lessons can be used individually or as a unit



Easy for teachers to implement, engaging for students



**REPUBLIC**  
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# How can we make recycling better together?

Please recycle only the items below.



✓ **PLASTICS**  
Recycle plastics #1, #2, & #5. Look on the bottom of containers for a number inside the recycling arrows.



✓ **METAL CANS**  
Recycle all food and beverage metal cans - steel, tin, bi-metal and aluminum.



✓ **CARDBOARD, NEWSPAPER AND MAGAZINES**  
You can also include newspaper inserts, catalogs, paperback books, phone books & brochures.



✓ **PAPER FOOD CONTAINERS**  
Recycle food boxes including juice boxes, milk cartons, and cereal and pasta boxes.



✓ **PAPER**  
Recycle envelopes, office paper, junk mail, greeting cards & file folders.



**Empty. Clean. Dry.**

For more information visit [RepublicServices.com](http://RepublicServices.com)

## DO NOT RECYCLE:

- Plastic Bags
- Plastic Straws
- Plastic Food Wrappers
- Plastic without Numbers
- Greasy Food Containers
- Food or Liquid Waste
- Yard Waste
- Construction Debris
- Scrap Metal
- Hazardous Waste
- Electronics
- Cables or Batteries
- Diapers
- Tissue
- Bio-hazardous Waste
- Light Bulbs
- Ceramics
- Dishes or Mirrors
- Hoses
- Toys
- Clothes
- Shoes
- Tools
- Styrofoam
- To-Go Lids
- Holiday Decorations
- Hardback Books
- Egg Cartons
- Ice Cream Cartons (Wax Coated)

When in doubt, throw it out.



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We'll handle it from here.

## Safety

*Safety is Republic Services' highest priority. We adhere to a strict policy of safety protocols with supporting infrastructure, where employees are trained to Think, Choose, Live® within a framework designed for safety.*

### Safety Overview

Republic Services has an industry leading safety program that has been 40% better than the industry average for the past nine years, based on OSHA data. In addition, we have been recipients of 75% of industry Driver of the Year awards for the large truck category since 2009 and recently received our first Operator of the Year award.

Republic Services and its employees maintain strict compliance with all applicable OSHA and federal, state, and local safety requirements while performing all work-related functions. We recognize that a safe workforce is not simply a discussion with a new hire, but a dedicated plan to review, educate, and verify employee practices throughout their careers.

Republic Services has the lowest occurrence of incidents and crashes in the industry due to its company-wide emphasis on safety, extensive employee training and on-going educational development programs. Republic Services requires all operations personnel to participate in extensive in-house (off truck) training and testing as well as on road auditing and policy reinforcement.

Republic Services offers full-spectrum safety initiatives and award-winning safety training programs to all employees. We are an industry leader in safety, and we are very proud of our safety track record.

### Think. Choose. Live®

Every day, drivers face a multitude of challenges and are required to make decisions that can greatly impact their safety, as well as the safety of those in the

*Our employees are our greatest asset, and our dedication to every employee's safety is second to none*

- 40% Safer than the industry average, while maintaining the 7<sup>th</sup> largest vocational fleet in the United States
- Think, Choose, Live® embodies our company culture
- Winners of 75% of industry Driver of the Year awards since 2009

communities we serve. We instituted a best-in-class driver training program that drives continual improvement for all of our 15,000 drivers.

Our Think. Choose. Live® philosophy helps navigate these situations by encouraging employees to *Think* about their actions, *Choose* the safest approach and *Live* to go home to their families at the end of the day.

### ReSOP Program

The Republic Services Observation Program (ReSOP) is paramount to decreasing safety incidents. Supervisors are required to conduct a minimum of two in-person employee observations per week.

The purpose is to improve safety, customer experience and productivity. The employee and their leader work together towards excellence.

*Figure 19. Republic Services ReSOP Program has decreased safety incidents since inception*



## Safety Meetings & Training

Republic Services provides weekly, monthly and annual safety training for all of our employees.

Safety topics are developed based on subject matter required under OSHA regulation. Republic Services prepares well-developed tailgate sessions, provides translators to engage all employees and encourages open discussion and participation.

Meeting topics may include:

- Injury and illness prevention/safety rules
- Back injury prevention
- Emergency response/fire safety
- Exposure control plan
- Drug and alcohol program
- Personal protective equipment
- Employee right-to-know
- Hearing conservation safety
- Lock out and tag out safety
- Slips, trips, and falls
- Confined space entry

## Safety Recognition Program

The Republic Services Dedicated to Safety and Dedicated to Excellence Programs are designed to identify, recognize and reward safety-sensitive employees who are dedicated to safety and excellence in their workplace. This program consists of two tiers that recognize and reward safety-sensitive employees who have excelled in key areas.

Employee safety and excellence is measured on six criteria including no preventable crashes or injuries, no unscheduled lost time and no safety warning letters. Each employee who qualifies is recognized monthly, quarterly and annually.

## Focus 6

Our Focus 6 program provides employees with tips and techniques to reduce the frequency of our six most common types of serious incidents. This industry-leading program involves in-class training and practical skills course exercises that have helped to reduce crashes and injuries.

*Figure 20. Our highly specialized Technicians deliver a best in class fleet for your municipality*



## OneFleet Maintenance

Republic Services is dedicated to operating the best running, safest and most environmentally friendly vehicles in the industry. This goal is achieved through a coordinated vehicular operation maintenance system called OneFleet.

With standardized procedures and consistent execution, the OneFleet system improves safety for the fleet, decreases repair downtime and improves customer satisfaction.

## Customer Service

### Customer Access

We recognize that when customers have questions regarding scheduled service, or would like to order additional services, a speedy response is expected. We strive for first call resolution—from call, email, mobile app, website or in-person request.

A couple years ago, Republic Services made a major commitment to further differentiate from our competitors by investing in the enhancement of the quality and reliability of

our customer service capabilities. To accomplish this, we consolidated hundreds of small call centers across the country into three state-of-the-art, fully integrated Customer Resource Centers (CRC), which are fully networked together, and have direct line access to your local team.

These facilities were selected for their location to ensure we can deliver call support from 7:30am – 5pm, Monday – Friday.

In addition to the call center hours, customers also have the ability to reach us 24/7 via our website, [RepublicServices.com](http://RepublicServices.com), or our app, known as MyResource™.

### Website

Figure 21. **Republic's Website** - *RepublicServices.com* is a one-stop resource.



The Republic Services website is designed to be a one-stop resource for current and potential customers. Here they will find news updates, collection information and educational tools. The educational program provides in-depth information for both residential and commercial customers, and the programs are downloadable and can be used for outreach and environmental initiatives.

RepublicServices.com provides in-depth content specific to residential and commercial needs. Residential pages allow the user to enter their address in order to receive information specific to them, including the ability to schedule pick-up, change service, or to identify the correct contact person within Republic Services for services requests (i.e. debris box orders, container repairs, or bulky pick-ups). For customers who are direct-billed by Republic, they can inquire into billing or payment-related details. Residential customers will also find resources on recycling and environmental needs.

### MyResource™

MyResource™ is an application for mobile devices that can be used to schedule a pick-up, report a missed pick-up, receive service notifications, search additional products and services, and much more. This app can be easily downloaded from the App Store for Apple or Google Play for Android.

Figure 22. **Mobile App** – My Resource™





## Sustainability

Sustainability contributes to a cleaner world, while also providing opportunities to improve brand awareness, increase customer loyalty, grow our business, motivate our employees and differentiate Republic Services from our competitors.

We believe we have a responsibility to regenerate our planet with the materials we are entrusted to handle every day by driving increased recycling, generating renewable energy, and helping our customers be more resourceful.

Additionally, we must lead by example, working diligently to improve our relationship with the environment and society through decreased vehicle emissions, innovative landfill technologies, use of renewable energy, community engagement and employee growth opportunities.

Our industry-leading sustainability platform is focused on increasing recycling, decreasing vehicle emissions, generating renewable energy, and enabling our customers to be more resourceful. Republic Services continues to steadily build upon its sustainability achievements.

We continue to find new avenues for sustainability success. Consider our five-point sustainability platform (see Figure 23):

- **Operations.** We are working to minimize the impact of our operations around our fleet and our facilities. We will continue to reduce our carbon emissions, by adding more recycling capacity, increasing our CNG fleet and opening additional alternative energy-producing facilities.
- **Materials Management.** When we extract materials from the waste stream (commodities and/or energy), we reduce greenhouse gas emissions and your community's carbon footprint. Even in times of crisis, when end market buyers are stopping or limiting their purchase of commodities, Republic Services is looking to alternative markets to ensure the continued success of our programs.
- **Communities.** Our Empty, Clean, Dry™ recycling outreach and education program help your residents and business people recycle more and waste less.
- **Safety.** We are committed to creating a safe environment for our customers, communities and employees. A recent national study found that Republic Services is the safest solid waste company – 40% safer than national average.
- **People.** We employ and develop talented professionals who are committed to sustainability, our customers and each other.

Figure 23. **Leading Recognition Awards.** Republic Services is proud to be globally recognized for our commitments to Sustainability and the Blue Planet



## Creative Offerings and Solutions

In addition to meeting the base recycling and waste needs of City of Hopkins, it is important to recognize that additional waste is generated daily in your community that the residents and commercial owners do not know how to properly dispose of, including:

- Electronic materials
- Medical/sharps
- Universal waste

Absent an existing program to address these important waste streams, the community will typically throw the material in their MSW container, which leads to both safety and environmental issues. Examples of these issues are batteries that can burst and cause fires in the processing facilities, as well as employees getting needle sticks from

medical needles that are disposed of in the recycling stream.

Republic Services has studied each of these waste streams, and developed offerings to allow City of Hopkins to add these services under the contract, or as an offering that can be marketed directly to the community and purchased directly from Republic Services.

We look forward to discussing each of these with City of Hopkins to ensure that your questions are answered, and that you can identify the best approach to addressing these needs in your community. For each offering that City of Hopkins selects to add, we are ready to implement the additional offering based on the timeline and collection method that works best for the City of Hopkins.

Figure 24. **Other Creative Offerings** – We are ready to add the additional important products that address existing and growing waste streams that should not be landfilled.

*Note: The Household Hazardous Waste offering is not available in Minnesota at this time*

Electronics Recycling	Medical/ Sharps	Universal Recycling	Household Hazardous Waste
			
<ul style="list-style-type: none"> <li>▪ Need for safe, secure and responsible electronics recycling</li> <li>▪ BlueGuard™ safety practices</li> <li>▪ Mail-back kit</li> <li>▪ Pack-up or Pick-up service</li> <li>▪ Full service pack and haul</li> </ul>	<ul style="list-style-type: none"> <li>▪ Simple, cost-effective and confidential way of disposing of home generated medical waste</li> <li>▪ Needles, syringes, razor blades, tattoo needles and piercing devices</li> </ul>	<ul style="list-style-type: none"> <li>▪ Batteries, ballasts and bulbs</li> <li>▪ Contain mercury, lead or other hazardous material</li> <li>▪ Mail-back kit</li> <li>▪ Pack-up or Pick-up service</li> </ul>	<ul style="list-style-type: none"> <li>▪ Paint, paint products, common household cleaners</li> <li>▪ If not managed, can create environmental hazards</li> <li>▪ Events or pick-up service</li> </ul>



**REPUBLIC**  
SERVICES



## Residential Recycling

### Financial Overview

Republic Services' financial stability allows us to guarantee our commitments and obligations presented to City of Hopkins in our proposal. Republic Services does not use third party financing, meaning Republic Services owns all assets used to perform the duties of this agreement. City of Hopkins will not need to be concerned with the potential for adverse business or performance conditions affecting the ability of our company to perform or obtain financing.

### Financial Reporting

Republic Services, Inc. provides audited financial statements on behalf of its subsidiaries. Republic Services, Inc. is a Fortune 300 Company and will be the signatory for the corporate guarantee.

Republic's most recently completed audited financial statements can be found at on our website at [www.RepublicServices.com](http://www.RepublicServices.com).

The Annual Reports to Shareholders have been prepared in accordance with Securities and Exchange Commission requirements, with New York Stock Exchange Commission requirements, and in accordance with generally accepted accounting principles (GAAP).

### Ownership

Republic Services, Inc. is a publicly-traded company on the New York Stock Exchange (NYSE symbol: **RSG**).

The following table shows certain information as of December 31, 2018 with respect to the ownership of common stock by each shareholder who is known by Republic Services to own more than 5 percent of our outstanding common stock:

Name of Owner	% Shares
Cascade Investment, LLC	<b>33.83%</b>
BlackRock, Inc.	<b>6.62%</b>
The Vanguard Group, Inc.	<b>5.93%</b>

### Credit Rating

Republic Services, Inc. has an "investment grade" rating. No creditor is owed a debt greater than 10 percent of the Company's total assets.

- Available Credit (all banks): \$2.4 Billion

### Bank References

Bank of America  
Attn: Confirmation Department  
Reference: Republic Services Inc.  
Tax ID: 65-0716904  
Phone: (803)832-7770  
Fax (toll #): (900)733-5100 Online:  
[www.bankVOD.com](http://www.bankVOD.com)

J P Morgan Chase Bank  
Attn: Confirmation Credit Inquiries  
PO Box 955200  
Fort Worth, TX 76155-2732  
Reference: AWIN Management, Inc.  
Tax ID: 76-0353318  
Phone: (800)550-8509  
Fax: (817)345-3795

Wells Fargo  
Attn: Confirmation Department  
Reference: Republic Services Inc.  
Tax ID: 65-0716904  
Phone: (540)563-7323  
Fax (toll #): (844)879-0544 (Audits and Credit Inquiries); (844)879-0416 (Routing Number and Verification Requests)

Credit References are available upon request.



**Financial Information**

These historical results are not necessarily indicative of the results to be expected in the future. Amounts are in millions, except per share data. The financial statements contained in the Annual Report were audited by Ernst & Young, LLP

*Figure 25. Republic Services' 2019 Year Ending Consolidated Income Statement.  
Selected financial data*

	Years Ended December 31,		
	2019	2018	2017
Revenue	\$ 10,299.4	\$ 10,040.9	\$ 10,041.5
Expenses:			
Cost of operations	6,298.4	6,150.0	6,214.6
Depreciation, amortization and depletion	1,040.5	1,033.4	1,036.3
Accretion	81.9	80.7	79.8
Selling, general and administrative	1,091.9	1,059.5	1,057.4
Withdrawal costs – multiemployer pension funds	-	-	1.2
Gain on business divestitures and impairments, net	(14.7)	(44.9)	(33.9)
Restructuring charges	14.2	26.4	17.6
Operating income	1,787.2	1,735.8	1,668.5
Interest expense	(392.0)	(383.8)	(361.9)
Loss from unconsolidated equity method investments	(112.2)	(35.8)	(27.4)
Loss on extinguishment of debt	-	(0.3)	(0.8)
Interest income	6.4	1.6	1.0
Other income, net	6.4	3.4	2.7
Income before income taxes	1,295.8	1,320.9	1,282.1
Provision for income taxes	222.0	283.3	3.1
Net income	1,073.8	1,037.6	1,279.0
Net income attributable to non-controlling interests in consolidated subsidiary	(0.5)	(0.7)	(0.6)
Net income attributable to Republic Services, Inc.	\$ 1,073.3	\$ 1,036.9	\$ 1,278.4
Basic earnings per share attributable to Republic Services, Inc. stockholders:			
Basic earnings per share	\$ 3.34	\$ 3.17	\$ 3.79
Weighted average common shares outstanding	321.1	326.9	337.1
Diluted earnings per share attributable to Republic Services, Inc. stockholders:			
Diluted earnings per share	\$ 3.33	\$ 3.16	\$ 3.77
Weighted average common and common equivalent shares outstanding	322.0	328.4	339.0
Cash dividends per common share	\$ 1.56	\$ 1.44	\$ 1.33



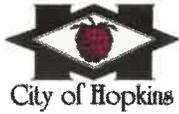
**REPUBLIC**  
SERVICES



## Residential Recycling

### Proposal Checklist

- ✓ Signed cover letter of submittal on the Hauler's letterhead (page i)
- ✓ Completed & signed Bid Form (page 24)
- ✓ Signed Affidavit of Non-Collusion (page 25)
- ✓ Example of the tagging systems to be used for non-collected items (pages 26-27)
- ✓ Schedule 1, List of MN Municipalities Served (page 28)
- ✓ Description/specification of vehicles to be used (page 29)
- ✓ Schedule 2, Recyclable Material Collection List (pages 14 & 17)
- ✓ Schedule 3, Listing of Facilities (page 6)
- ✓ Certificate of Insurance (required upon Hauler selection, but before contract signing)
- ✓ Performance Bond (required upon Hauler selection, but before contract signing)
- ✓ Three (3) copies of the proposal
- ✓ OPTIONAL: Any proposed modifications, conditions or qualifying statements to the requirements specified in this RFP --(Please see assumptions, exceptions & deviations-page 30)



# City of Hopkins – Recycling Collection and Disposal – Bid Form

Having read and understood the RFP Documents for Residential Recycling Collection and Disposal Services, the undersigned submits the following bid.

The period of the bid is April 1, 2021 through March 31, 2026.

Recyclable disposal costs will be considered when preparing this bid.

BIDDERS SHALL USE THIS BID FORM. Any proposed modifications, conditions or qualifying statements to the requirements specified in this RFP must be attached to the bid proposal in order to be considered.

**Monthly Service Charge for Residential Recycling Collection and Disposal (per Dwelling Unit)**

Item Description	Year 1 (2021)	Year 2 (2022)	Year 3 (2023)	Year 4 (2024)	Year 5 (2025)
32, 64 or 96 gallon container	\$4.85	\$5.02	\$5.20	\$5.38	\$5.57

The undersigned hereby certifies they are a legal representative of the organization:

Submitted by: *Beverly Mathiasen*

Printed Name: Beverly Mathiasen

Title: Municipal Services Manager

State in which Incorporated:

Date: February 17, 2021

Address: 9813 Flying Cloud Drive, Eden Prairie, MN 55347

Telephone: 612-889-7324

Email: bmathiasen@republicservices.com



# Affidavit of Non-Collusion in Bid

STATE OF Minnesota  
COUNTY OF Hennepin

Beverly Mathiasen, being first duly sworn, deposes and says that:

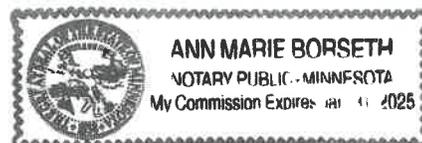
1. They are Municipal Services Manager (title) of Republic Services, the Bidder that has submitted the attached bid;
2. They are fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person, to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Hopkins or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including the affiant.

Subscribed and sworn to before me 15 day of February, 2021.

Ann Borseth

Notary Public

My Commission Expires 01/31/2025





Non-Recycling Education Tag: (front)

**OOPS!**

We noticed non-recyclables  
in your container.

- Trash (non-recyclables)
- Paint
- Food waste
- Yard waste
- Furniture
- Home Improvement waste
- Tires or automotive parts
- Other \_\_\_\_\_

Please make sure your recyclables are empty, clean  
and dry™ before placing them in your recycling container.

**Thank you!**

See reverse side for recycling information.

  
We'll handle it from here!

**Non-Recycling Education Tag: (back)**

What can **ALWAYS** be placed inside your recycling container

 **PLASTICS**  
Recycle plastics #1 thru #7. Look on the bottom of containers for a number inside the recycling arrows.

 **METAL CANS, ALUMINUM FOIL AND ALUMINUM FOIL PANS**  
Recycle all food and beverage metal cans - steel, tin, bi-metal and aluminum.

 **CARDBOARD, NEWSPAPER AND MAGAZINES**  
You can also include newspaper inserts, catalogs, paperback books, phone books and brochures

 **PAPER FOOD CONTAINERS**  
Recycle food boxes including juice boxes, ice cream and paper milk containers and cereal and pasta boxes (remove inside bags).

 **PAPER**  
Recycle envelopes, office paper, junk mail, greeting cards and file folders. Shredded paper should be put in a paper bag.

 **GLASS**  
Recycle brown, green and clear glass

 **Empty.**  **Clean.**  **Dry.**

Please make sure your recyclables are empty, clean and dry™ before placing them in your recycling container



## Residential Recycling

**Republic Services Minnesota Municipal Cities** (this list does not include city contracts involved in the recent Randy's acquisition)

<b>Division 899</b>	<b>Division 894</b>
<i>City</i>	<i>City</i>
Albertville	Bloomington
Anoka	Edina
Arden Hills	Excelsior
Centerville	Golden Valley
Champlin	Greenwood
Circle Pines	Henderson
Elk River	Mayer
Fridley	Minnetonka
Forest Lake	Minnetonka Beach
Maple Grove	Mound
New Brighton	New Germany
St Anthony	Plymouth
Vadnais Heights	Shakopee
White Bear Lake	Shorewood
White Bear Township	Spring Park
	Tonka Bay
<b>Division 923</b>	<b>Division 891</b>
<i>City</i>	<i>City</i>
Little Canada	Foley
Maplewood	Lynden Township
St. Paul	Mille Lacs County
	Sauk Rapids
	St. Joseph



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City of Hopkins

## Residential Recycling

### Description/specification of vehicles to be used

Truck #	Make	Model	Year	Capacity/ Cubic Yards	Loading Method	Fully Loaded Gross Vehicle Weight	Axels	Currently Owned/N ew Purchase	Bridge Weight	Tare Weight
2110	McNeilus	Mack	2007	25	REL	63,000	3	CO	51,000	31,280
2572	McNeilus	Peterbilt	2021	28	ASL	63,000	4	NP	57,500	35,680



**REPUBLIC**  
SERVICES



City of Hopkins

Residential Recycling

## Assumptions, Exceptions and Deviations

### 6.2 Customer Service

Republic Services Customer Service Center hours begin at 7:30AM. The call center does not make direct contact truck drivers in the field to resolve issues; however, Call Center Agents reach out electronically to the local hauling division Dispatcher Team and a truck is dispatched to resolve issues in a timely fashion per the contract terms.

### 2.10 Insurance

Contractor shall, at its sole expense, maintain in effect at all times during the term of this contract insurance coverage with limits not less than those set forth below, issued by a company or companies authorized to do business in the State of Minnesota, and *which are rated A-III (or higher) by A.M. Best*. Such coverage shall be primary. Prior to execution of the contract, the Contractor shall furnish to the City a Certificate of Insurance. The Certificate shall name the City, its employees, agents, representatives, and elected or appointed officials as additional insured *via blanket-form endorsement*. *The Certificate of Insurance shall be supplemented with a blanket form notice of Cancellation endorsement providing that contractor's insurance policies, except worker's compensation, shall not be cancelled, non-renewed or materially changed without 30 days prior written notice to the City*. Insurance requirements include:

Workers' Compensation Insurance in an amount not less than the statutory limits under Minnesota Law, and Employer's Liability Insurance in the amount of \$500,000.00.

General Liability Insurance, including Products or Completed Operations, Bodily Injury, and

Property Damage Liability in the amount of \$5,000,000.00. Auto Liability for bodily injury and property damage in the amount of \$2,000,000.00.

Environmental Impairment Liability or

Pollution Liability with coverage of *at least \$10,000,000.00* per occurrence and *\$10,000,000.00* annual aggregate.

## RESIDENTIAL RECYCLING SERVICE CONTRACT

This Residential Recycling Service Contract (the “**Contract**”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ (“**Effective Date**”), by and between the City of Hopkins, Minnesota (“**City**”), and Allied Waste, Inc, DBA Republic Services, Inc (“**Contractor**”), a Minnesota corporation qualified to do and actually doing business in the State of Minnesota.

### RECITALS

WHEREAS, the City desires that the Contractor provide Single Stream Recycling Services (“**Services**”) as defined and set forth in the terms of this Contract; and

WHEREAS, the Contractor desires to enter into a Contract with the City with respect to such Services; and

WHEREAS, pursuant to appropriate action heretofore taken, the City has determined the Contractor to be qualified to carry out the terms of this Contract; and

WHEREAS, the Service fees proposed by the Contractor are acceptable to the City;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Contract, the parties agree as follows:

### TERMS AND CONDITIONS

1. Sole and Exclusive Franchise. The Contractor shall have, if all terms and provisions of the Contract are met, an exclusive permit for the collection, transportation and disposal of all recyclable material as herein defined from or with the City. This Contract shall commence on May 1, 2021 and remain in effect through April 30, 2026. The parties may agree to extend this Contract by mutual written agreement.
2. Newly Developed Properties. If the development of new properties occurs which are qualified as a City-Service area during the term of this Contract, such properties shall automatically be subject to this Contract. The City shall provide Contractor with written notification of such newly developed properties, and within thirty (30) days after receipt of such notification, Contractor shall provide the Services as set forth in this Contract for such newly developed property(s). If the City annexes any new areas that it wishes for Contractor to provide the Services, the parties shall negotiate a mutually acceptable amendment to this Contract adding such annexed areas to the scope of the Services and setting forth the rates that will apply for the Services in such area(s).
3. Scope of Services. The Contractor shall collect single stream recyclables from all residential City-Service areas as follows:
  - 3.1 Collection: The Contractor will provide the collection of single stream recyclables from each dwelling unit every other week.

- 3.2 Containers: The Contractor will provide equipment (“Carts”) for collection of all recyclables to each dwelling unit. The cost of providing, maintaining and replacing the Carts will be built into the unit rate. All Carts used to perform the Services under this Contract shall remain the Contractor’s property and therefore the Contractor shall be responsible for the maintenance and replacement of damaged Carts. The City shall be liable for loss or damage to carts, except for normal wear and tear, or loss or damage resulting from Contractor’s handling of the equipment. The City and Customers shall use the Carts only for its proper and intended purpose and shall not overload (by weight or volume) or alter the Carts. Contractor shall maintain sufficient recycling container inventory of various sizes to meet supply and demand needs for the entire term of contract.
- 3.3 The standard recycling container size shall be 64 gallons. They shall be uniform and consistent in color and design, have a recycling symbol and an approved instruction label imprinted on the container so as to be easily identified by the customer and the Contractor driver as the container for recyclable material collection.
- 3.4 Upon request, 32 and 96 gallon recycling containers of same design shall be provided at no extra cost.
- 3.5 Upon request, additional recycling containers shall be provided at no extra cost.
- 3.6 Contractor shall provide, at no charge, recycling containers (carts or dumpsters) and weekly or bi-weekly collection service of single stream materials to Hopkins municipal buildings including, but not limited to:
- Hopkins City Hall/Police Department, 1010 1<sup>st</sup> St S
  - Hopkins Public Works, 11100 Excelsior Blvd
  - Hopkins Pavilion, 11000 Excelsior Blvd
  - Hopkins Fire Department, 101 17<sup>th</sup> Ave S
  - Hopkins Activity Center, 33 14<sup>th</sup> Ave N
  - Depot Coffee House, 9451 Excelsior Blvd
  - Hopkins Center for the Arts, 1111 Mainstreet
  - Maetzold Field, 1215 1<sup>st</sup> St N (Spring-Fall)
  - Other facilities may be added by agreement between the City and Contractor
- 3.7 The Contractor shall provide free carted refuse service during the Raspberry Festival. Contractor will place approximately 126 64-gallon trash carts along parade route in locations designated by the City. Contractor will empty carts on Sunday morning and remove them on Monday morning. City will provide an updated map at least 30 days prior to the event.
- 3.8 The Contractor shall provide municipal solid waste and demolition/construction waste containers, transportation and disposal for the City Spring & Fall Drop Off events. Contractor will provide containers before 3pm Friday, to be exchanged before 9am Saturday morning, and removed the following Monday morning. City pays disposal cost plus any applicable taxes and fees.
- 3.9 Most residential recycling collection will occur at the same location as the refuse is collected, generally the alleys where they exist and street curbside in other areas. Carts shall be placed with the handle toward the house and lid opening toward the street or alley. The driver is required to place the emptied cart back/down in the same location as set by resident. Recycling containers for municipal recycling collection shall be placed at agreed upon specific locations as determined by the City and Contractor. All containers shall be returned to the specific location after completion of collection.

- 3.10 For those residents who provide the City with acceptable documentation of impaired physical ability, recycling containers will be serviced via walk-up. Recycling container will be located next to the house or garage.
- 3.11 For multi-family properties, recyclables are to be collected at each property's designated area(s).
- 3.12 The Contractor shall make every effort to maintain established scheduled pick-ups even though conditions such as weather may be adverse. Containers shall be handled with reasonable care to avoid damage and are to be replaced in an upright position. Any contents spilled shall be cleaned up and disposed of immediately in a workmanlike manner and all work to be performed hereunder shall be done so as to protect, to the highest extent possible, the public health and safety.
- 3.13 Missed Collections: The Contractor shall pick up missed recycling collections on the same day the Contractor receives notice of a missed collection, provided the Contractor receives notice before 12:00 p.m. on a business day. If the Contractor receives notice after 12:00 p.m., Contractor will pick up missed collection no later than 4:00 p.m. the following business day.
- 3.14 Penalties for Missed Collections and Non-Completion of Collection Routes:
- 3.14.1 Reported missed collections not picked up by 4:00 p.m. on the business day following the day of the reported missed collection: \$20.00 each. If after receiving notice of a missed collection location, the Contractor fails to make the collection by 4:00 p.m. on the business day following the day of the reported miss, the City shall have the option of providing collection to the missed location and invoicing the Contractor \$50.00. This penalty is in addition to the above-mentioned \$20.00 penalty.
- 3.14.2 District-wide collection not completed by 7:00 p.m. on the scheduled collection day, if the City has not been notified of the delay by 4:00 p.m. on the scheduled collection day, and the Solid Waste Coordinator or his/her designee has not approved the delay: \$1,000 per occurrence.
- 3.14.3 Failure to complete a majority (50%) or more of pickups within the collection district, on the scheduled collection day: \$2,500 per occurrence.
- 3.14.4 The City may deduct the full amount of any liquidated damages from any payment due to the Contractor. The remedy available to the City under this paragraph shall be in addition to all other remedies, which the City may have under law or at equity.
- 3.14.5 Exceptions. For purposes of this contract, the Contractor shall not be deemed to be liable for damages where its inability to perform Services is the result of conditions beyond the control of the Contractor, including, but not limited to, civil disorder, act of God, inclement weather severe enough that trucks either cannot make collections or are substantially slowed in their collections, changes in applicable statutes, regulations, and ordinances; provided, however, that the Contractor shall obtain the approval for the delay from the Solid Waste Coordinator or his/her designee prior to 4:00 p.m. of the scheduled collection day. The Contractor shall exhaust every reasonable remedy to correct the conditions resulting in its non-performance. In the event that the Contractor fails to provide Services because of any of the above conditions and has obtained approval from the Solid Waste Coordinator for the delay, then the Contractor shall have five (5) days (excluding Saturdays, Sundays,

and holidays) to provide such service. In the event of a continuing failure beyond said period, the Contractor shall not be entitled to payment for any CDU not so serviced.

- 3.15 Customer Complaints: The City will notify the Contractor of all complaints received. The Contractor is responsible for corrective actions and shall answer all complaints courteously and promptly.
  - 3.16 Contractor shall provide personnel to receive complaints and answer curbside recycling questions via telephone or email between the hours of 7:00 a.m. and 4:30 p.m. weekdays, except holidays.
  - 3.17 Excluded Waste: No person shall be permitted to deposit Excluded Waste in the Recyclables. The Contractor shall not be required to collect Recyclables containing Excluded Waste. If loads of co-mingled recyclable materials do not meet Contractor's specifications, Contractor shall have the right to reject the load in whole or in part, dispose of the contaminated load (i.e., landfill disposal) and impose additional reasonable charges on Customer. The Contractor shall leave an "education tag" provided by the Contractor attached to the handle of the recycling container explaining the reason for non-collection and listing acceptable materials. The driver shall record the addresses and submit them to the Contractor, who will notify the City's Solid Waste Coordinator of the addresses no later than noon the following day.
  - 3.18 Materials Outside Cart: The contractor shall collect all recyclable materials which are acceptable and properly prepared, set outside the cart. If a property is identified by the Contractor as repeatedly having recyclables outside the cart, the Contractor may require the resident to have a larger or additional cart.
  - 3.19 Inaccessible carts: If the cart is not accessible so that the regularly scheduled pick-up cannot be made, such material will not be collected until the next regularly scheduled pick-up. The contractor shall leave an "education tag" provided by the contractor attached to the handle of the recycling container explaining the reason for non-collection, and instructing on proper cart placement. The Customer may call the Contractor and request a callback. If the Contractor receives such request after 12:00 p.m., Contractor will pick up collection no later than 4:00 p.m. the following business day at no charge. If a property is identified by the Contractor as a repeat offender, a callback fee may be applied.
  - 3.20 The City shall not discontinue collection of any material listed as a recyclable, nor divert, retract, or withdraw any recyclables listed in Exhibit A without the express written consent of Contractor. The City shall not allow scavenging of any recyclables. Any additions to the listing of acceptable recyclables in Exhibit A shall be made upon the mutual agreement of City and Contractor.
  - 3.21 The parties acknowledge that maintenance of the quality of the recyclables is a requirement of this Contract. City shall use reasonable efforts to inform its residents of the quality requirements and enforce its standards for the acceptance of recyclables.
  - 3.22 Title to recyclables provided is transferred to Contractor upon Contractor's collection. Title to and liability for excluded materials shall remain with customer at all times.
4. Promotion and Public Education. The Contractor and the City shall work together in the preparation and distribution of educational materials to insure accurate information and program directions. The Contractor shall be responsible for developing a customer education tag to be used by route drivers to inform customers of recyclable materials or cart problems. The Contractor shall reimburse the City annually for the actual cost of providing (up to \$3,000 annually) a calendar, to be provided by the City to each dwelling unit. The

Contractor shall request approval of the education-marketing piece from the Solid Waste Coordinator prior to printing. Solid Waste Coordinator may have extra 150 printed pieces for additional distribution.

5. **Reporting Requirements.** Within 30 days after the end of a year, the Contractor will provide an annual tonnage report for materials collected in the year prior. At a minimum, the Contractor shall include the following information:

- Total quantities of Recyclable Materials collected, monthly and net, by material type, in tons.
- Total quantity of Residual collected, monthly and net, in tons.
- Participation Rates

6. **Collection Equipment:** The Contractor shall provide all equipment necessary for collection, transportation and disposal of recyclables. All trucks shall be designed such that the material being collected and transported will not be seen, will not blow, fall or leak from the vehicle. The Contractor shall maintain equipment used in the performance of this Contract in a clean and sanitary condition. Vehicles shall be equipped with warning flashers, backup alarms, a broom and shovel for spills, a two-way communication device, and the Contractor’s name and phone number prominently displayed on both sides of the vehicle, along with signs on the back of the vehicle indicating the vehicle makes frequent stops.

7. **Term.** This Contract begins on May 1, 2021 and expires five (5) years thereafter but shall automatically renew for successive five-year periods (the “**Term**”) unless either party provides written notice of non-renewal at least sixty (60) days prior to the expiration of the then current Term, or unless otherwise terminated in accordance with the terms of this Contract.

8. **Renegotiations.** The parties do hereby agree to discuss with each other any suggested changes or amendments to this Contract in order to minimize or eliminate inequities that may arise and be found to exist in the strict performance of the provisions of this Contract. Any amendment, modification or change of any provision of this Contract must be in writing signed by both parties.

9. **Service Fees.** The Contractor’s service fees for Recyclables collection shall be determined in accordance with the fee schedule below.

	<b>Year 1 (2021)</b>	<b>Year 2 (2022)</b>	<b>Year 3 (2023)</b>	<b>Year 4 (2024)</b>	<b>Year 5 (2025)</b>
<b>32, 64 or 96 Gallon Container</b>	\$4.85	\$5.02	\$5.20	\$5.38	\$5.57

This schedule will be in effect during the period of May 1, 2021 until April 30, 2026. In the event the Contractor should incur any actual increases in government taxes or fees, the City agrees to negotiate with the Contractor to rectify the inadequacies. Both parties must agree upon these adjustments. This includes, but is not limited to processing fees, disposal of excess residue and items that are removed from the recycling stream.

10. **Invoicing the City.** The City shall invoice and collect from all dwelling units for Services provided by Contractor pursuant to this Contract. The City shall report to Contractor by the 5<sup>th</sup> of each month a list of addresses subject to this Contract that have been billed for Services by the City. Contractor shall invoice the City for the number of addresses that were billed by the City within fifteen (15) days of receiving the City’s address count each month, and the City shall pay Contractor’s invoices.

11. **Payment.** The City shall pay each of Contractor’s invoices within thirty (30) days of receipt of Contractor’s invoice. The City shall pay Contractor’s invoices in full irrespective of whether or not the City collects from the Customers for such Service. Payments not made on or before their due date may be subject to late fees.

If the City withholds payment of a portion or entire invoice and it is later determined that a portion or all of such withheld amount is owed to Contractor, such amount shall be subject to the late fees provided herein from the original due date until paid.

12. Unpaid Invoices. If the City fails to pay an invoice within sixty (60) days of the date of Contractor's invoice, Contractor may serve the City with a Notice to Suspend Services until its outstanding balance is paid in full and/or terminate this Contract. If Contractor suspends Service, the City shall pay a service interruption fee in an amount determined by Contractor in its discretion up to the maximum amount allowed by Applicable Law.
13. Suspension at Direction of City. If the City wishes to suspend or discontinue Services to a Customer for any reason, the City shall send Contractor a written notice (email is acceptable as long as its receipt is acknowledged by Contractor) identifying the Customer's address and the date the Services should be suspended or discontinued. In the event of Service suspension, the City shall provide additional email notification to Contractor if/when it wishes to reactivate the suspended Services. Upon receipt of a notice of reactivation, Contractor shall resume the Services on the next regularly scheduled collection day. The City shall indemnify, defend, and hold Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorneys' fees) resulting from the suspension or discontinuation of any Services at the direction of the City.
14. Audits.
  - 14.1 Audit of City Billings. With respect to any Services in which the Contractor's billing is dependent upon the City's reporting of the number of addresses subject to this Contract, the City shall perform an audit at least once each year to confirm that all addresses receiving Services under this Contract are actually being billed by the City and that the City's reporting on such addresses is accurate. The City shall share all findings and documentation with respect to such audits with Contractor. In addition to the foregoing, Contractor shall be permitted to conduct its own address counts using manual counts and/or official parcel maps. If at any time Contractor presents to City data to support that the number of addresses serviced exceeds the number provided by the City, the parties agree to re-negotiate in good faith the number of addresses receiving and paying for services under this Contract.
  - 14.2 Audit of Contractor Records. The City may request and be provided with an opportunity to audit any relevant and non-confidential records of Contractor that support the calculations of charges invoiced to the City under this Contract within the ninety (90) day period before the audit request. Such audits shall be paid for by the City and shall be conducted under mutually acceptable terms at Contractor's premises in a manner that minimizes any interruption in the daily activities at such premises.
15. Contract Termination. If either party breaches any material provision of this Contract and such breach is not substantially cured within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Contract by giving thirty (30) days written notice of termination to the breaching party. However, if the breach cannot be substantially cured within thirty (30) days, the Contract may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. Upon termination, the City shall pay Contractor only such charges and fees for the Services performed on or before the termination effective date and Contractor shall collect its equipment within seven (7) business days from date of termination. The Contractor shall have no further obligation to perform any Services under this Contract.
16. Compliance with Laws. Contractor warrants that the Services will be performed in a good, safe and workmanlike manner, and in compliance with all applicable federal, state, county and municipal laws, rules,

regulations, and permit conditions relating to the Services, including without limitation any applicable requirements relating to protection of human health, safety, or the environment (“**Applicable Law**”). In the event any provision of this Contract conflicts with an existing ordinance of the City, this Contract shall control and Contractor shall not be fined, punished, or otherwise sanctioned under such ordinance. Contractor reserves the right to decline to perform Services, which, in its judgment, it cannot perform in a lawful manner or without risk of harm to human health, safety or the environment.

17. Licenses and Taxes. Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the City, County, and State.
18. Damage to Property. The Contractor shall take all necessary precautions to protect private property. Contractor shall repair or replace any private or public property, including but not limited to, sod, mailboxes, siding, or recycling carts, which are damaged by the Contractor. Such property damage shall be addressed for repair or replacement, at no charge to the property owner, within timeframe agreed upon by resident, City and Contractor with property of the same or equivalent value at the time of the damage.  
  
If the Contractor fails to repair or replace the damaged property within the agreed upon timeframe, the City may, but shall not be obligated to, repair or replace such damaged property, and the Contractor shall fully reimburse the City for any of its reasonable incurred expenses. The Contractor shall reimburse the City for any such expenses within thirty (30) days of receipt of the City invoice.
19. Street Improvements This Contract is subject to the right of State of Minnesota, Hennepin County or the City to improve its highways and streets. The Contractor accepts the risk that such improvements may prevent the Contractor from traveling its accustomed route or routes for collecting recyclables. The Contractor agrees not to make any claims for compensation against the City for such interference. The City shall, whenever possible, provide advance information and instructions about how the Contractor may best provide services in the improvement area.
20. Independent Contractor. The Services shall be performed and furnished by Contractor as an independent contractor and not as an agent or employee of City. The services shall be performed under the sole supervision, management, direction and control of Contractor in accordance with the terms and conditions of this Contract. Consent to one assignment shall not be deemed to be consent to any subsequent assignment; neither shall the Contractor subcontract all or any portion of the work to be performed hereunder without the written consent of the City Council. Contractor will have full control, including but not limited to hiring, firing and supervision, of its employees to assist in the performance of this Contract. Contractor further agrees that the services shall meet with the approval of City but that the detailed manner and method of performing the Services shall be under the exclusive control of and in the complete discretion of Contractor. Contractor shall have no authority to act as an agent or employee of City nor to enter into any contract or contract for or on behalf of City.

**Personnel Requirements** – Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications of the services described. In this Contract.

Contractor’s personnel will be trained in both program operation and customer service and ensure that all personnel maintain a positive attitude with the public personnel shall:

- Conduct themselves at all times in a courteous manner and use no abusive or foul language.
- Perform their duties in accordance with all existing laws and ordinances and future amendments to Federal, State or Minnesota, and local laws and governing boards.
- Be clean and presentable in appearance.
- Wear a uniform and employee identification badge or name tag.
- Drive in a safe and considerate manner.

- Manage Recycling Containers in a careful manner.
- Monitor for any spillage and be responsible for cleaning up any litter or breakage resulting from the service.
- Avoid damage of property.
- Abstain from operating vehicle while under the influence of alcohol, illegal controlled substances, or prescribed medication that may impair their ability to operate the vehicle.

21. Risk Allocation. Except as otherwise specifically set forth herein, each party shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property, only to the extent caused by that party's negligence or acts of willful misconduct or those of its employees, contractors, agents, or subcontractors.

22. Insurance. During the Term of this Contract, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

**Workers' Compensation**

Coverage A	Statutory
Coverage B - Employers	\$1,000,000 each Bodily Injury by Accident
Liability	\$1,000,000 policy limit Bodily Injury by Disease
	\$1,000,000 each occurrence Bodily Injury by Disease

**Automobile Liability**

Bodily Injury/Property Damage Combined – Single Limit	\$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

**Commercial General Liability**

Bodily Injury/Property Damage Combined – Single Limit	\$2,500,000 each occurrence \$5,000,000 general aggregate
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All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. Contractor shall furnish City with a certificate of insurance evidencing that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the City, show the City as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City.

23. Force Majeure. Except for City's obligation to pay amounts due to Contractor, any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, epidemic or pandemic, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Contract during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Contractor has no control, shall not be included as part of Contractor's service under this Contract. In the event of increased volume due to a Force Majeure event, Contractor and the City shall negotiate the additional

payment to be made to Contractor. Further, the City shall grant Contractor variances in routes and schedules as deemed necessary by Contractor to accommodate collection of the increased volume of Waste Materials.

24. Non-Discrimination. Contractor shall not discriminate against any person because of race, gender, age, creed, color, disability, religion or national origin in its performance of Services under this Contract.
25. Equal Opportunity. During the performance of this contract, the Contractor, in compliance with Executive Order 11246, as amended by Executive Order 11375 and Department of Labor regulations 41 CFR Part 60, shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin. The Contractor shall take affirmative action to insure that applicants for employment are qualified, and that employees are treated equally during employment, without regard to their age, race, color, religion, sex, or national origin.
27. Dispute. In the event a dispute shall arise between the Contractor and the City, with respect to the amount of monthly compensation entitled to the Contractor from the City, duly appointed City and Contractor representatives should meet and endeavor to resolve the differences. In the event the dispute cannot be so resolved, both the City and Contractor shall be bound by the terms and conditions of this Contract. Disputes that require legal action will be dealt with in Hennepin County court. This contract shall be construed in accordance with the laws of the State of Minnesota.
28. Miscellaneous. (a) This Contract represents the entire Contract between the Parties and supersedes all prior Contracts, whether written or verbal, that may exist for the same Services. (b) Contractor shall have no confidentiality obligation with respect to any Waste Materials. (c) Neither party shall assign this Contract in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Contract without the City's consent to its parent Contractor or any of its subsidiaries, to any person or entity that purchases any operations from Contractor or as a collateral assignment to any lender to Contractor. This Contract shall be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns. (d) Contractor may provide any of the Services covered by this Contract through any of its affiliates or subcontractors, provided that Contractor shall remain responsible for the performance of all such services and obligations in accordance with this Contract. (e) No intellectual property rights in any of Contractor's IP are granted to City under this Contract. (f) All provisions of the Contract shall be strictly complied with and conformed to by the Parties, and this Contract shall not be modified or amended except by written Contract duly executed by the undersigned parties. (g) If any provision of this Contract is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby. (h) Failure or delay by either party to enforce any provision of this Contract will not be deemed a waiver of future enforcement of that or any other provision. (i) If any litigation is commenced under this Contract, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding. (j) This Contract shall be interpreted and governed by the laws of the State of Minnesota. (k) Customer and Contractor agree that electronic signatures are valid and effective, and that an electronically stored copy of this Contract constitutes proof of the signature and contents of this Contract, as though it were an original.
29. Exhibits. All Exhibits attached this Contract are an integral part of the Contract and are incorporated herein.

**Exhibit A**      Specifications & Pricing for Recycling Services

IN WITNESS HEREOF, the parties have entered into this Contract as of the date first written above.

[INSERT FULL NAME OF THE MUNICIPALITY  
AND THE NAME OF THE STATE]

[INSERT LEGAL ENTITY AND DBA OF  
SERVICING DIVISION]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT

## EXHIBIT A

### SPECIFICATIONS & PRICING FOR RECYCLING SERVICES

#### 1. Recycling Services Definitions.

1.1 “**Recyclable Materials**” are used and/or discarded materials that are capable of successful processing and sale on the commodity market.

1.2 “**Acceptable Material**” means the materials listed in Section 8 below.

1.3 “**Unacceptable Material**” means the materials listed in Section 9 below. All Recyclable Materials collected for delivery and sale by Contractor shall be hauled to a processing facility selected by Contractor for processing (“Recycling Services”).

2. City’s Duty. City shall make a commercially reasonable effort to educate its Customers regarding Acceptable and Unacceptable Materials and to encourage its Customers to place only Acceptable Materials in their recycling containers.

3. Collection and Processing. City shall pay Contractor the rate agreed to in Section 9 of Contract for the collection and processing of Recyclable Materials from Residential Units, Municipal Facilities. City’s Collection and Processing rate assumes that, on average, City’s Recyclable Material consists of no more than 20% Unacceptable Material (the “**Unacceptable Material Threshold**”). The Collection and Processing rate is subject to Rate Adjustments as set forth in Section 7 below.

4. Right to Inspect/Audit. Contractor may visually inspect the collected Recyclable Materials to ensure loads are at or below the Unacceptable Material Threshold. If Contractor’s visual inspector determines that loads of Recyclable Material are consistently above the Unacceptable Material Threshold, Contractor will notify City of the issue and the parties agree to promptly negotiate in good faith (a) an agreed upon procedure to audit a representative sample of City’s Recyclable Material to determine its actual composition of Unacceptable Material; and (b) an updated Collection and Processing rate commensurate with the composition of Unacceptable Material.

5. Changes in Market Conditions. If market conditions develop that limit or inhibit Contractor from selling some or all of the Acceptable Material, Contractor may at its option and upon notice to City (i) redefine Acceptable and Unacceptable Materials, (ii) update the processing facility’s Average Commodity Mix; (iii) suspend or discontinue any or all Services, or (iv) dispose of the Acceptable Material (as currently defined) in a landfill and update the pricing to City accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.

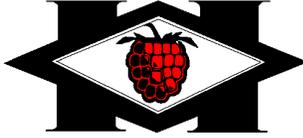
6. Acceptable Material. All material must be empty, clean and dry. Contractor may modify the following list of Acceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days’ prior written notice of any such modifications.

- Aluminum food and beverage containers
- Tin and Steel Cans - soup, coffee cans, etc.
- P.E.T. plastic containers with the symbol #1 - no microwave trays
- H.D.P.E. natural plastic containers with the symbol #2 - milk jugs and water jugs containers only (narrow neck containers)
- H.D.P.E. pigmented plastic containers with the symbol #2 - detergent, shampoo, bleach bottles without caps (narrow neck containers); butter and margarine tubs
- Polypropylene plastic food and beverage containers symbol #5 - yogurt containers

- Mixed Paper (54), as defined in the most recent ISRI Scrap Specifications Circular
- Sorted Residential Paper and News (56), as defined in the most recent ISRI Scrap Specifications Circular
- Kraft Paper Bags
- Old Corrugated Containers (OCC) - no wax coated
- Magazines (OMG) - Coated magazines, catalogues and similar printed materials, junk mail, and soft cover books
- Aseptic Cartons - Juice boxes, gable-top milk and juice containers (i.e. soy milk and soup cartons)
- Glass food and beverage containers - Flint (clear), Amber (brown), Emerald (green)

7. Unacceptable Material. Contractor may modify the following list of Unacceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days' prior written notice of any such modifications.

- Yard Waste
- Styrofoam
- Pizza Boxes, unless free of *any* food or grease residue
- Food
- Any liquids
- Diapers
- Clothing/textiles
- Plastic Bags or bagged material (newsprint may be placed in a Kraft bag)
- Plastic containers with #3, #4, #6, or #7 on them or no # at all
- Mirrors, window or auto glass, light bulbs, ceramics
- Oil or antifreeze containers
- Coat hangers
- Paint cans
- Medical Waste/Sharps
- Any Acceptable Material that is no longer acceptable due to its coming into contact with or being contaminated by Unacceptable Material.



**CITY OF HOPKINS**

**City Manager**

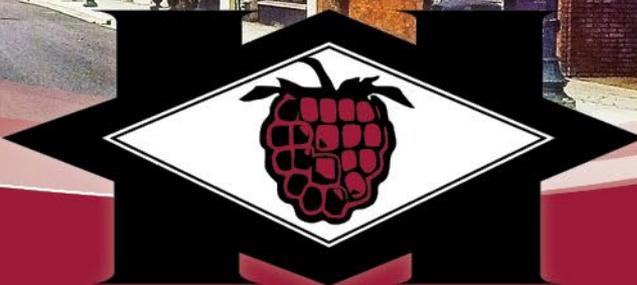
## **Memorandum**

To: Honorable Mayor and Council Members  
From: Mike Mornson, City Manager  
Date: March 2, 2021  
Subject: 2021 Mission and Goals – Hopkins City Council

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The City Council meets annually to review the goals from the previous year, evaluate new goals and develop a strategic plan. This year we have designated time over the last three months to assess the current goals and objectives of departments to use in creating new goals and initiatives for 2021.

In addition to department overviews, staff also reviewed the current goals and evaluated the associated background information and strategies. A formal presentation will be provided at the meeting and the City Council will have the opportunity to ask questions and decide if additional discussion is needed.



City of Hopkins

# 2021 Mission and Goals Hopkins City Council

*Mike Mornson, City Manager*

# Mission

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- Inspire
- Educate
- Involve
- Communicate



# Vision

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- All people feel safe and respected, and diversity is celebrated.
- Business growth is supported and a vibrant downtown is maintained.
- People enjoy exceptional government services, neighborhoods, and outstanding schools.



# Goal 1: Preserve the Home Town Feel of Hopkins



# Background

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A home town feel is a major part of the identity of Hopkins. Surveys have demonstrated the home town feel is one of the primary reasons people like living in Hopkins. Efforts in the future need to capitalize on and enhance this important City asset.



# Four Strategies

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## Strategy – Support a Vibrant Business Community

- Strengthen image of arts community
- Promote shopping local
- Promote business assistance programs
- Launch re-branding of “Think Hopkins” to focus on visitor and business recruitment

## Strategy – Promote and Enhance City Events

- Promote city events large and small such as: Raspberry Festival, Mainstreet Days, Old Fashioned Holiday, Summerfest, Halloween in Hopkins, Farmers Markets, Cultural Celebrations and have a City booth at events when possible

## Strategy – Provide Accessible, Friendly, and Efficient City Services

- Continue to improve online platforms for service delivery
- Continue to look for ways to make parks, trails and facilities accessible and approachable
- Work to set up Laserfiche, Permit Works, and Cartegraph software to provide quicker and more assessable services
- Continue to identify opportunities for document translation
- Continue to identify opportunities for simplifying processes for residents and businesses

## Strategy – Embrace and Strengthen Partnerships

- Joint recreation with Minnetonka, Hennepin County, Hopkins Schools, Watershed Districts, Met Council  
Three Rivers Park District, Surrounding Cities, Faith and community-based organizations, Business community

## Strategy – Adoption of New Zoning Code

- Aim to preserve the home town feel



# Goal 2: Urban Design – Do it Right



# Background

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Hopkins has been recognized as a city that encourages smart urban design. This includes development that is compact and walkable, maximizes land use and value, sustainable and equitable.



# Three Strategies

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## Strategy – Improve Walking and Biking Infrastructure in the City

- Implement the sidewalk and trail master plan and partner with other agencies to improve and update paths, trails, and crossing in the community, supporting “Complete Streets” initiatives

## Strategy – Practice Environmental Responsibility

- Set specific sustainability goals as identified through discussions between staff and City Council

## Strategy – LRT Planning and Transit-Oriented Development

- Complete the adoption of a new zoning code to conform with the City’s comprehensive plan.
- Partner with Hennepin County and SWLRT cities to maximize benefits and minimize disruption during construction
- Work with Minnetonka and Hennepin County to implement the vision for the Shady Oak LRT Station
- Work with all stakeholders to implement and build on recommendations of the Blake Road Corridor Plans
- Continue to explore and promote sustainability initiatives in our community
- Implement the vision as described in Cultivate Hopkins, the City’s comprehensive plan
- Continue to explore ways to strengthen the entire Mainstreet experience from 5<sup>th</sup> Avenue to Shady Oak Road



# Goal 3: Take it to them



# Background

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Hopkins has a reputation for strong community involvement and engagement. The City needs to build upon that strength by reaching out to deliver our messages and hear from our stakeholders. Hopkins is a unique community with over 65% rental housing and 40% non-white population. Diversity is a celebrated access.



# Three Strategies

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## Strategy – Involve Diverse Populations

- Promote cultural celebrations
- Explore methods to involve Multicultural Advisory Committee in community building
- Continue to seek out diversity on boards and commissions
- Promote opportunities to raise awareness and understanding of race, equity, and diversity
- Monitor and track data on racial disparities where applicable to work towards systemic changes to produce equitable outcomes
- Continue to build relationships with members of our diverse community

## Strategy – Engage the Rental Community of Hopkins

- Intentionally engage rental communities
- Implement a program to provide city information to new renters

## Strategy – Inspire Community and Citizen Engagement

- Encourage volunteerism and expand volunteer opportunities
- Conduct community meetings at alternative locations
- Educate the community in the area of emergency preparedness
- Identify opportunities to partner with youth, schools, businesses, and faith-based organizations
- Creatively engage and market the community using technology and unique platforms

