

**HOPKINS CITY COUNCIL
AGENDA
Tuesday, December 20, 2022
6:30 pm**

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

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

I. CALL TO ORDER

II. ADOPT AGENDA

III. PRESENTATIONS

1. Recognition of Public Works Director Stanley; Mornson
2. Concept Plan Review – Knollwood Towers North; Krzos

IV. CONSENT AGENDA

1. Minutes of the December 6, 2022 Special Meeting Proceedings
2. Minutes of the December 6, 2022 Regular Meeting Proceedings
3. Approval of 2023 Union Contract with Local 49; Lenz
4. Approval of 2023 Insurance MOU with LELS #171; Lenz

V. PUBLIC HEARINGS

1. Amendment to TIF Spending Plan; Elverum

VI. OLD BUSINESS

VII. NEW BUSINESS

1. Resolution Approving an On-Sale Intoxicating Liquor License with Sunday Sales for Cocina Nova LLC DBA K'Kinaco; Domeier
2. First Reading: Ordinance Amending the Hopkins City Code Related to Reasonable Accommodations and Reasonable Accommodation Fees for 2023; Imihy Bean

VIII. PUBLIC COMMENT

IX. ANNOUNCEMENTS

- Next City Council Regular Meetings: Tuesday, January 3, 10 and 17 at 6:30 p.m.

X. ADJOURN



CITY OF HOPKINS

City Manager

Memorandum

To: Honorable Mayor and Council Members
From: Mike Mornson, City Manager
Date: December 20, 2022
Subject: Recognition of Public Works Director Stanley

It is my honor to recognize our Public Works Director, Nate Stanley, for over 8 years of loyal and dedicated service to the City of Hopkins. Together we will thank Nate for the part he played in maintaining our commitment to excellence to Inspire, Educate, Involve and Communicate.

BACKGROUND

Knollwood Towers East, a six-story 129-unit, multi-family apartment building was originally constructed in 1968. Knollwood Towers West, a seven-story 187-unit multi-family apartment building was constructed in 1970. The 5.41 acre parcels comprising Knollwood Towers also contain two structured parking buildings (containing 206 and 128 stalls respectively) and associated surface parking areas with 106 total stalls – totaling 440 stalls or 1.39 per existing residential unit. Both of these existing parking structures are beyond their useful life. The applicant, on behalf of the current owner, has now come forward with a concept plan for development of a seven-story, 139-unit, multi-family apartment building in the location of the parking structures as an alternative to repairs to the existing structure. A five-story, 365-stall structured parking building would also be constructed and would contain resident amenity facilities. With 46 existing surface stalls, 25 new surface stalls, and 137 stalls within the new building; a total of 573 parking stalls are proposed or 1.26 per residential unit.

Following the Planning and Zoning Commission review of the concept plan the applicant provided an additional narrative and submittal refining their concept based on the discussion at the meeting. The updated drawings depict additional amenity areas both in the proposed parking structure, and also within reconfigured common areas in both the existing East and West buildings. Additionally, exhibits are included showing construction phasing as well as proposed improvements to internal areas of the existing east and west buildings. Lastly, the applicant's narrative includes an acknowledgement from the owner that the proposal would include 10% of the West Units, being kept at rents at 60% of AMI for 10 years, and 10% of the proposed North units would also be at 60% of AMI.

PUBLIC COMMENT

The City required the applicant to hold a neighborhood meeting to gather feedback from the community. The meeting was held on October 20th at the Cambridge Towers Community Room. The applicant mailed invitations to property owners and residents within 500 feet of the subject property (the same notification distance required of a typical public hearing). A summary of the neighborhood meeting is included as an attachment. Signage informing the community of a development proposal was displayed on the site. The City received three email messages and one written correspondence regarding the concept plans, which are also attached.

Planning and Zoning Commission Review. The Planning and Zoning Commission reviewed the concept plans at their meeting on October 25, 2022. The Commission discussed the following items:

- The need to address operation and maintenance issues described by existing residents;
- Preserving affordability of the East and West Towers Building;
- Vehicle parking during construction and following completion;
- Building design and location as it relates setbacks and pedestrian orientation;
- Potential for sustainability elements, public art, or enhanced pedestrian activation as offset for a potential Planned Unit Development

Although concept plan reviews do not require a public hearing, the Planning and Zoning Commission allowed those in attendance to provide comments. Two members of the public spoke, one in resident of Knollwood Towers spoke regarding dissatisfaction with the existing facility's conditions and

management; the other speaker offered comments about the design specifically the need for a Blake Road entry and general pedestrian orientation of the building.

ZONING AND LAND USE REVIEW

The 2040 Comprehensive Plan Update – Cultivate Hopkins guides this property as Activity Center. According to the Comprehensive Plan, Activity Centers surround and support the planned Blake Road and Shady Oak light rail stations along the Southwest LRT Green Line Extension. These areas will include moderate to high density mixed use development designed to complement and enhance the existing development pattern in these areas and support the public investment in transit. The Activity Center areas are expected to experience significant reinvestment and redevelopment to absorb a substantial portion of the city's anticipated future growth.

Development in the Activity Center areas is expected to be medium to larger scale neighborhood and regional uses. Overall, densities in the Activity Center category will range from 20-60 units per acre; however, densities within ¼ mile of an LRT station platform must range between 75-150 units per acre within. The subject site is within ¼ mile of the Blake Road LRT Station. Inclusive of the two existing residential buildings, residential density would equate to 84.1 units per acre (455 total proposed and existing units within a total area of 5.41 acres). Accordingly, the proposal would bring the existing site more in-line with the residential density envisioned by the Comprehensive Plan.

A detailed assessment of the proposed concept plans against the provisions of the Zoning Code is provided as an attachment (see "Zoning Review"). While a number of issues identified are expected to be addressed as the plans get further refined, a summary of key items is provided below:

- Excess setback from Blake Road.
- Compliance with building design requirements that ensure visual variety in the treatment of facades at longer street-facing portions of the building.
- Missing definition along parapet roof by way of shadow lines.
- Lack of a second vertical division with shadow line along Lake St façade.
- Application of more than one major façade material within building façade segments 60-foot or larger. Additionally, the applicant will need to verify that the major materials proposed would qualify as such.
- Second story balconies are projecting and not integrated into the building's architecture.
- Compliance with parking structure design requirements.
- A lack of primary pedestrian entry along Blake Road was present in the initial concept drawings. However, the refined concept plan now proposes an entrance facing Blake Road.
- Potential compliance with requirements of large-scale Planned Unit Developments as further discussed below.

Planned Unit Development. The Zoning Code states that property owners must apply for Large-Scale Planned Unit Development overlay zoning whenever a site, three (3) acres or larger, is developed with multiple buildings, or if a subdivision is involved. Due to the configuration of the site, the proposed concept would necessitate the owner to either pursue approval under two scenarios:

- 1) Combining the two existing parcels into one; resulting in multiple buildings on the lot.
Since the existing parcels when combined are over three acres, the requirement for the Large-scale Planned Unit Development form of approval would apply under this scenario.
- 2) The two existing parcels are re-subdivided to create a new parcel for the proposed North building, with separate parcels for the existing East and West buildings respectively.
Staff is interpreting this scenario as not meeting the threshold for a required Large-scale Planned Unit Development, so long as the resulting parcel is less than three acres. It should be noted that the applicant could pursue an optional Small-scale Planned Unit Development in this scenario. Alternatively, under this scenario the applicant could request a straight zoning approval, by way of site plan review, provided all of the zoning provisions are adhered to.

Large-scale Planned Unit Developments are intended to promote master-planned development of large parcels with a system of streets, blocks, and open spaces, and a mix of zones to create new, walkable neighborhoods. Accordingly, the requirements for a Large-scale Planned Unit Development, which are detailed in Section 102-440(f), would include a required mix of zones, a compact layout of blocks and new streets, further refined pedestrian oriented features, and provision of civic spaces within 10% of the project. The Large-scale Planned Unit Development process would also require the applicant to contemplate and plan for how abutting parcels that are vacant or anticipated to be redeveloped within 10 years would be incorporated in the development as it relates to such items as access, street layout and mixing of uses. Staff will continue to work with the owner to better understand the constraints in order to identify the proper avenue of review.

The purpose of any Planned Unit Development is to provide a cohesive development by way of allowing flexibility from traditional development standards in return for a higher quality development. Typically, the City looks for a developer to exceed other zoning standards, building code requirements or meet other goals of the Comprehensive Plan. In exchange for the flexibility offered by the Planned Unit Development process, the applicant is expected to detail how they intend to provide a higher quality development or meet other City goals. The typical list of items the City considers when evaluating the use of a Planned Unit Development for this site includes, but is not limited to, the items listed below:

- Enhanced architectural design and building materials
- Natural resource protection and storm water management
- Pedestrian and bicycle facilities in excess of minimums
- Affordable housing
- Enhanced sustainability or livability elements
- Energy conservation and renewable energy
- Open space preservation
- Enhanced landscaping, streetscape, public art, or buffering

POTENTIAL REVIEW PROCESS

Based on the applicant's concept plan, staff anticipates this project will need the approvals listed below. The applicant should use feedback from the Planning & Zoning Commission and City

Council to prepare these applications:

- Planned Unit Development accompanied by execution of a Planned Unit Development Agreement (as described above).
- Site Plan Review is necessary under the re-subdivision scenario provided there are no requested deviations from the Zoning Code.
- Lot Combination or Subdivision approval. As proposed by the concept plan, this process may not necessarily require additional review by the Planning & Zoning Commission or approval by the City Council.
- Approvals from the Minnehaha Creek Watershed District.

ENGINEERING COMMENTS

The Engineering and Public Works department has reviewed the applicant's concept plan and offered the following comments:

- A traffic study will need to be completed to determine any impacts the development will have to adjacent streets and the transportation network. There are other planned developments adjacent to this site and the study should take into account the anticipated impacts from those in the analysis. Additionally, since Blake Road is a county road, review by Hennepin County is required.
- A review of the City's sewer capacity in the vicinity and water model will need to be completed. There are other planned developments adjacent to this site and the review should take into account the anticipated impacts from those in the analysis.
- The site is within the Minnehaha Creek Watershed District and the applicant will need to obtain a storm water permit from the District.

RECOMMENDATION

As a concept review, this application does not require formal action by the City Council; however, the Council should discuss the proposal, particularly as it relates to the flexibilities and offsets for a potential PUD process, so they can work toward preparing a future, formal submittal.

MEMORANDUM



Date: December 14, 2022

Attention: Kersten Elverum, Ryan Krzos

Re: Knollwood East and West Properties

Kersten and Ryan.

Thank you so much for having a video call to review our concept submittal to city council.

Your frank feedback of neighboring property owners and their distress regarding Knollwood is of concern to KWA and IPG. IPG is working on quality-of-life issues for the residents daily, making small steps each day, but this is a complex site and complex repair proposal. It began for KWA as a review of two tired parking garages that IPG inherited with the property they purchased right before the onset of Covid in Late 2019.

The covid restrictions were a tremendous challenge for apartment owners during covid as the moratorium restricted owners from removing problem tenants. On several projects throughout the metro area we have seen IPG transform its organization since March of 2020 to a great management team. Their president Julie Rodriguez, based in Irvine California, is in close contact with the properties. We are in contact weekly with Christopher Bowden on project repairs for their multiple properties in Hopkins.

One of Julie's top people, from the west coast, Lee Nieves is now in Minnesota, full time, managing all properties. As with all businesses throughout the Metro hiring great people is a challenge, but IPG is dedicated to adding quality staff and addressing issues head on, but it is a process and we appreciate the city's willingness to help.

IPG has had made improvements in their repairs and connecting with local Crime Prevention and Fire personal. I am certain for some it is not fast enough.

Knollwood Overview

A significant issue we will bring before you are the parking structures at Knollwood West and East. KWA, Braun Intertec and Langerman Construction have a repair and review plan in place to keep the West Garage Stable until removal. The original examination was to spend 5 million dollars to repair both garages. This would not have helped the blight and the maze of corridors and stairs residents must traverse in order to get from the garages to an elevator inside Knollwood East and West.

Instead IPG is proposing to spend 12 million dollars to add a well-lit accessible ramp to serve both Knollwood East and Knollwood West and they are adding much needed amenities to each property.

IPG is daily working on a number of repairs and Security measures at Knollwood.

Such as stair tower doors and lighting

Plumbing repairs are on going

Storm drain repair

Broken signage repair

Daily upkeep has improved

Daily stair tower cleaning

Common area and corridor cleaning and maintenance

Daily grounds keeping

The Plan moving forward.

Attached to this memo is a masterplan for a new apartment building on the north side of the site, in the future, but the immediate plan is to improve the lives of residents in Knollwood East and West first.

That plan will include a new secured and handicap accessible Ramp, but at Knollwood West it will also include Laundry rooms on each floor that are not in the building today. A fitness room, A community room, key card parcel storage, indoor bike storage and a centralized maintenance facility for staff. None of which are in the building today.

Knollwood East will add a computer center, community room, enhanced fitness center, and a kids indoor play area.

The Exterior will include a connected path system to a shared outdoor amenity between Knollwood East and West.

Affordability.

10% of the Knollwood West Units, will lock in at 60% of AMI for 10 years and then reassess. Currently Knollwood West Units are at naturally affordable range, and we do not see that changing. However, for the balance of the units at Knollwood West, IPG needs to be able to afford asset preservation.

The Knollwood North Property which will be the new building will lock in at 10% of the units at 60% AMI.

Construction Plan

The plan is to submit for entitlement in early 2023 and have the confidence to lock in Taron Precast for a Labor Day delivery. Taron has been chosen for the speed of Delivery to the site and erection time. However, they are backlogged and Sept 1 range is the earliest they can deliver. This still will ensure a ramp opening prior to Thanksgiving of 2023 which we see as prior to snow emergency periods.

We have attached a parking plan that includes a rework of Knollwood West (west) parking so that elderly and disabled can park near the front door.

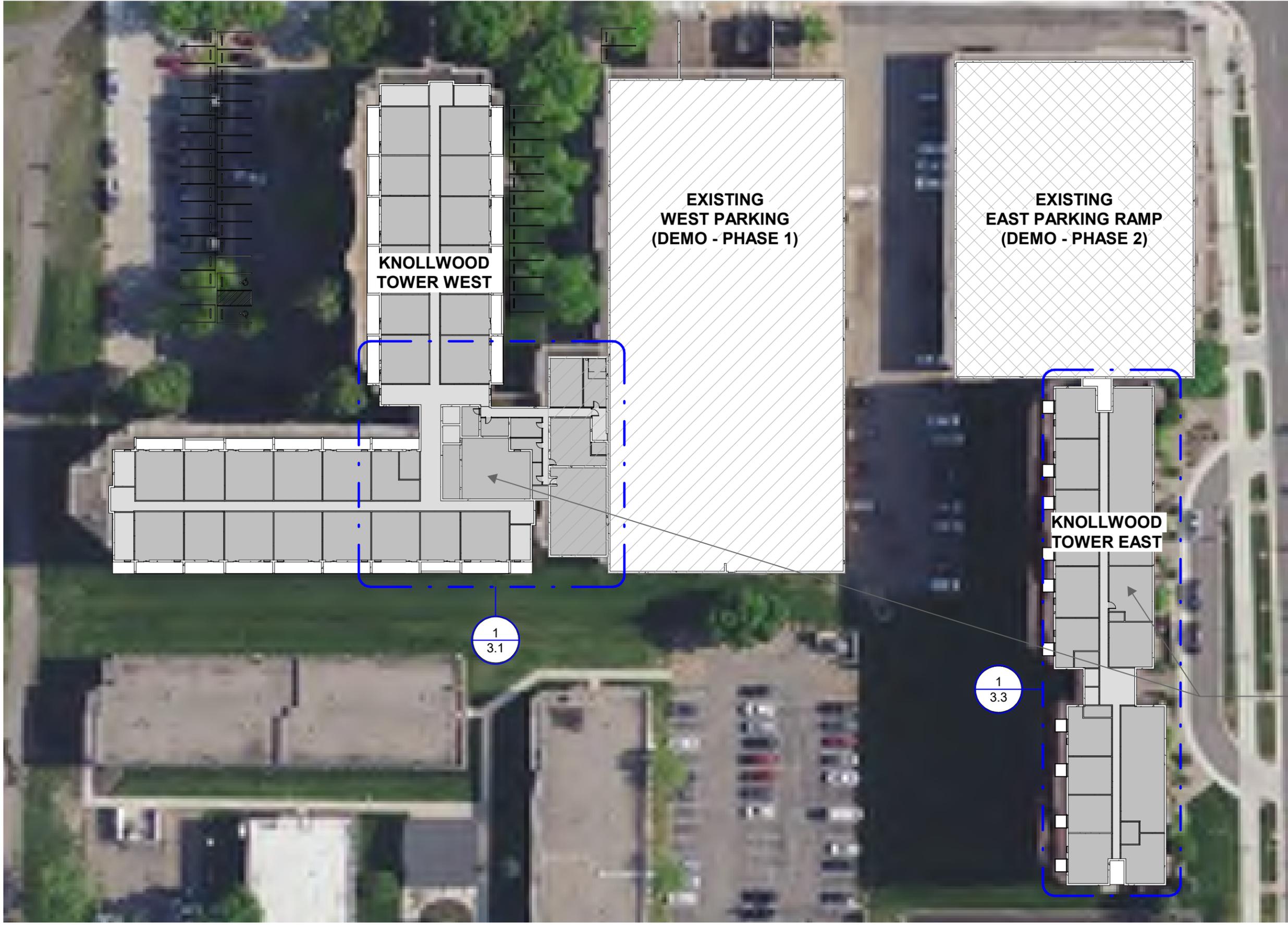
The Knollwood East parking plan includes a gravel lot with accommodation for elderly to park near the north entry, but also for accessible parking to be at the East drive-through area to keep them close to the elevator and a stable walking surface.

IPG owns CreekPoint which is 100 yards north and that site will be restriped to accommodate addition temp surface stalls that will be flagged for Knollwood West Residents.

The construction period will be short but messy and we ask that the city grant IPG living parking passes for Fall of 2023 street parking along Lake Street top keep residents close to their homes.

Knollwood North 2024

In order to keep this memo brief, Knollwood North has been enhanced since the last planning commission meeting (per your direction) and it will continue to be a forward looking development that incorporates some passive house and energy star features. IPG will be looking to spend 30+ million dollars on the Knollwood North portion of the property in 2024. therefore, they will do all they can to ameliorate the issues at Knollwood West and East. They have much to do prior to the ground break of that beautiful building. However, in the last 20 months they have demonstrated that they are taking steps to correct the issues of the previous owner of Knollwood West and East.



- CURRENT IMPROVEMENTS COMPLETED & IN PROGRESS**
- EXISTING TOWERS**
- A) Daily stairwell cleaning
 - B) Hallway & common area carpet cleaning
 - C) Hallway wall cleaning
 - D) Broken signage replaced
 - E) Storm drain repair
 - F) Daily grounds keeping



PROJECT NARRATIVE

LOCATION

1010 Lake St NE. Hopkins, MN 55343
Campus currently comprised of:

Knollwood West Tower with
187 units, 46 surface stalls & 206 covered stalls

and

Knollwood East Tower with
129 units, 60 surface stalls & 128 covered stalls

The residential towers are connected to parking garages. Both existing garages are structurally beyond useful life and repairs can only be temporary.

The development has also been battling other issues including crime, security and major maintenance issues in the existing residential towers.

Project team would like to propose the following:

Single new parking ramp to replace both existing garages. New structure will house approximately 368 total stalls, as well bicycle storage, new maintenance space, and a new fitness room.

Subsequently the development will include

Knollwood North Tower (Future Construction) that will include **139 units, 25 surface stalls & 137 covered stalls**

This project will also include improving spaces in both existing residential towers, and adding amenity spaces to enhance the living quality of residents at the existing towers.

Goal: Feb 2023 Knollwood East Tower to be retrofitted. May 2023. West Ramp demolished, as well as pool building for KW. Sitework for new ramp planned for June 2023. East Ramp to be demolished in July 2023 allowing for new ramp construction to begin mid-Aug 2023.

Temp street parking will be needed for a short term with an agreement with city.

New Parking Ramp Projected Opening is **Oct 1st, 2023.**

Potential for Ground Break of Knollwood North Aug 15, 2023-opening Oct. 2024.

CONSTRUCTION

PRE-RAMP RENOVATION

Knollwood West (K.W.) will lose storage, maintenance and trash

Langerman can build temp trash enclosure during the 4 months of ramp construction

Maintenance can be temporarily moved to Cambridge Towers which has an open maintenance space

There is a maintenance space in the KW footprint that should be proposed to be renovated to include fitness, kids and community room.

Proposed Improvements in East & West Towers will cost an approximately \$2,000,000

RAMP COST

Langerman General
Taracon Precast of Fargo, who will build and install all precast elements including stairs, and cabling, and stairs, joint caulking

30000-footings Langerman sub
30000- curbs at all levels

5000- mis rails in stairs and snow gates

7000-drivable surface, maintained yearly

8000-glazing at stairs

22000-plumbing drains each floor
misc hose bibs

26000-lighting, low volt security

Estimated cost \$8,000,000

HOUSING COST

139 x \$200k/unit=28,000,000

MISC SITE COSTS

\$500,000

PROJECT TEAM

DEVELOPMENT

IPG Living
18006 Sky Park Circle
Irvine, CA 92614
Julie Rodriguez: (714) 438-9191

ARCHITECT

Kaas Wilson Architects
1301American Blvd E, Suite 100
Bloomington, MN 55425
(612) 879-6000

CIVIL ENGINEER

Civil Site Group
5000 Glenwood Ave
Golden Valley, MN 55422
(612) 615-0060

STRUCTURAL ENGINEER

BKBM
6120 Earle Brown Drive, Suite 700
Minneapolis, MN 55430
(763) 843-0420



① Existing Site Location Aerial
1" = 100'-0"





Knollwood West towers from Lake Street - largest trees planted near building

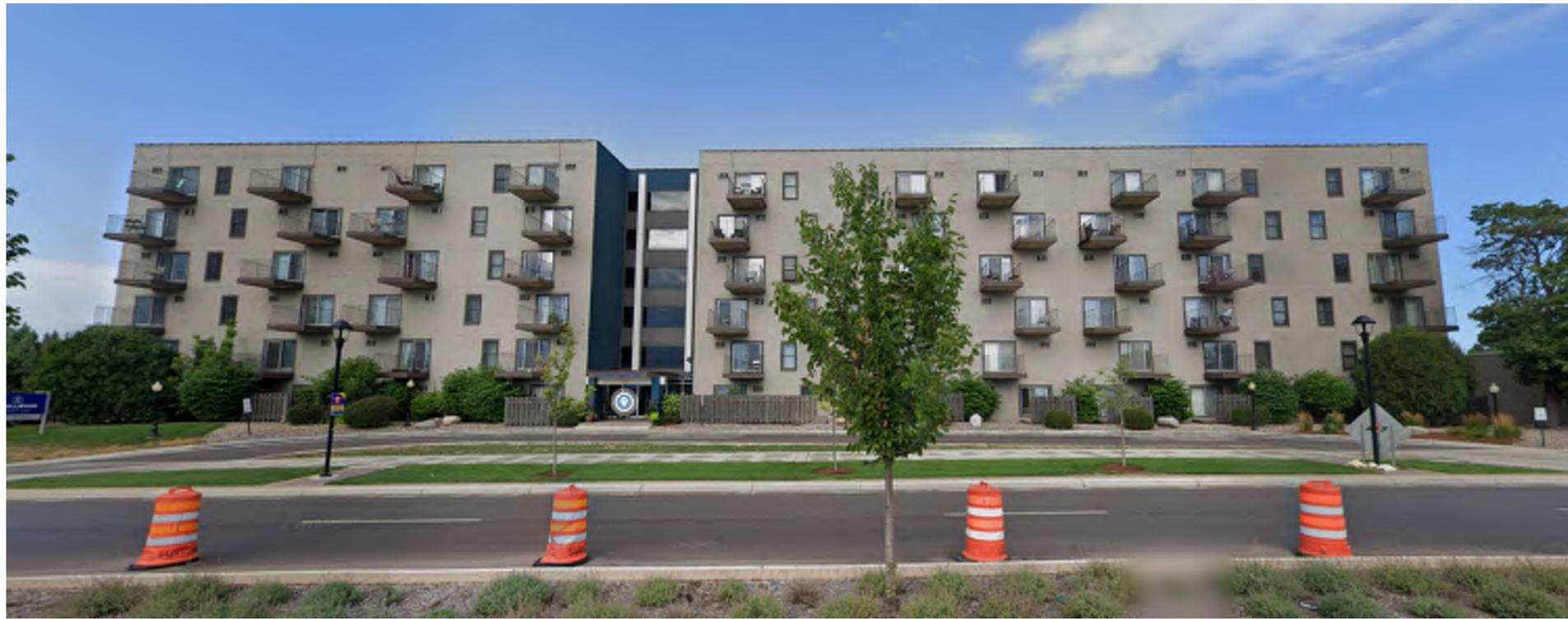


Knollwood West parking garage from Lake Street

SITE AMENITIES:

- Light rail station coming 2023
- Shoppes at Knollwood (formerly Knollwood Mall) in walking distance
- 2 public parks border the property
- Minneapolis skyline views from site (above 3 stories)
- Minnehaha Creek adjacent to property
- Neighboring property under development

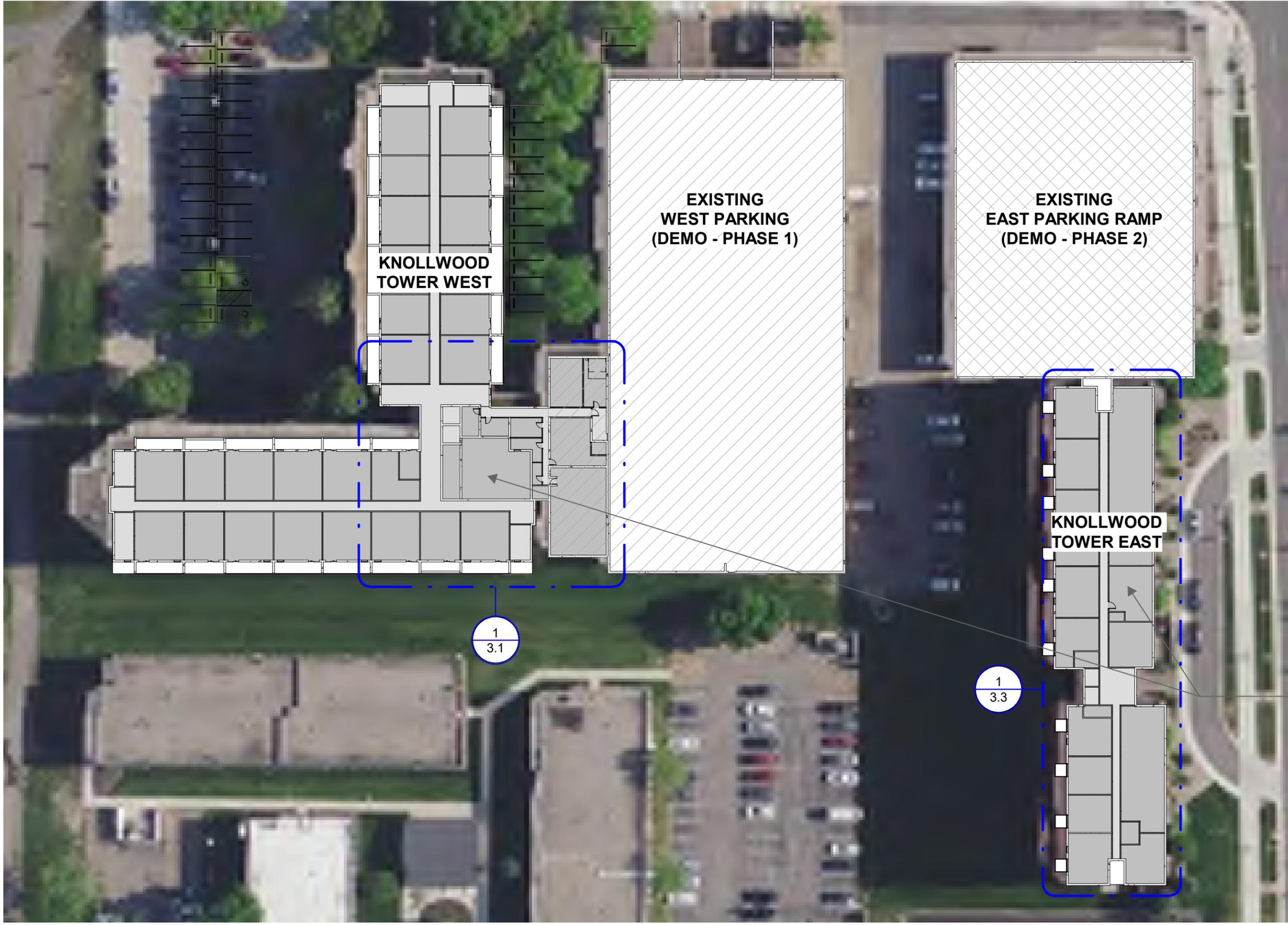




← KNOLLWOOD TOWERS EAST

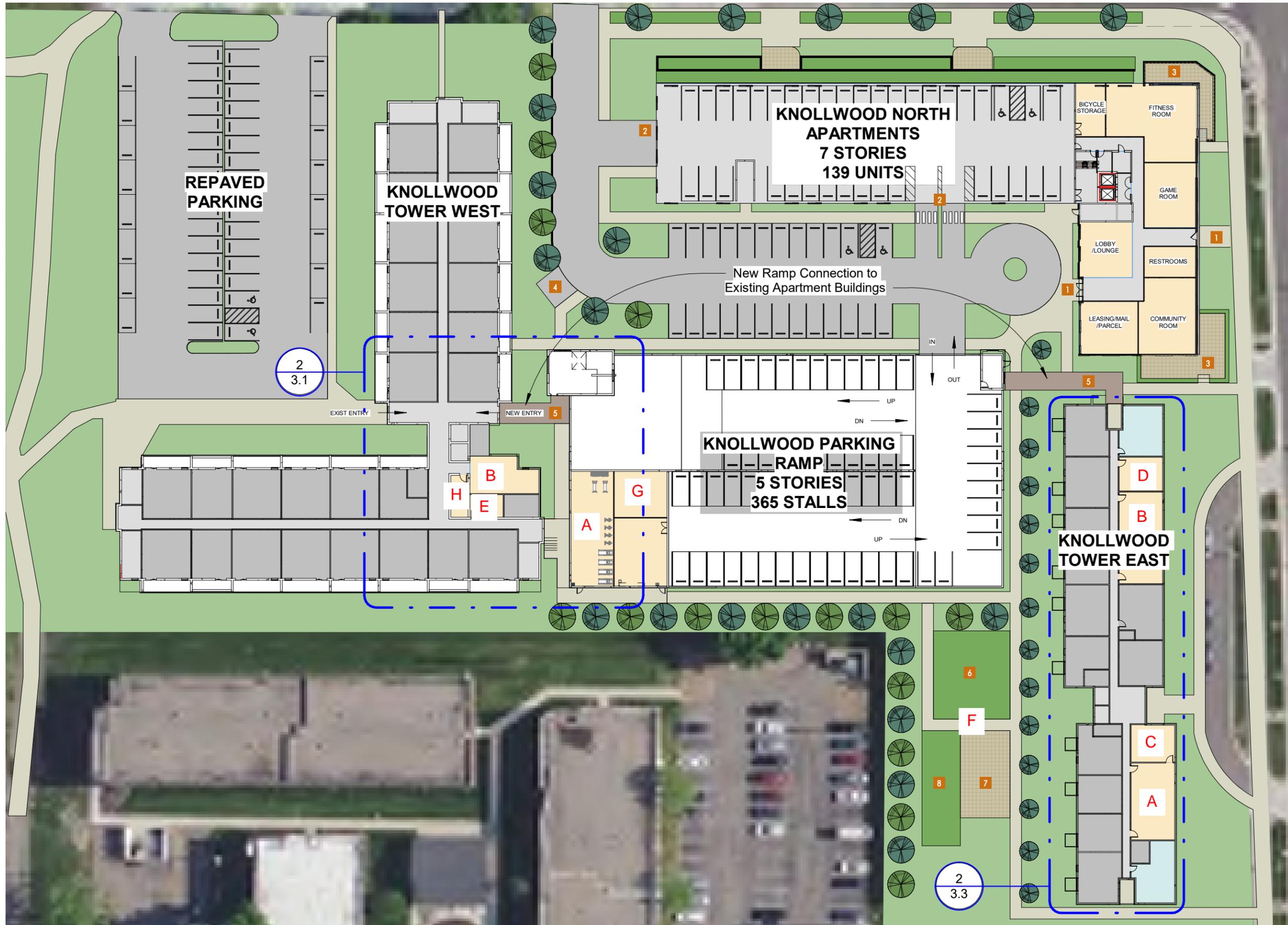
KNOLLWOOD TOWERS WEST →





- CURRENT IMPROVEMENTS COMPLETED & IN PROGRESS**
- EXISTING TOWERS**
- A) Daily stairwell cleaning
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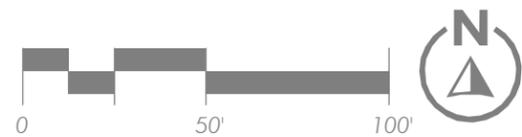


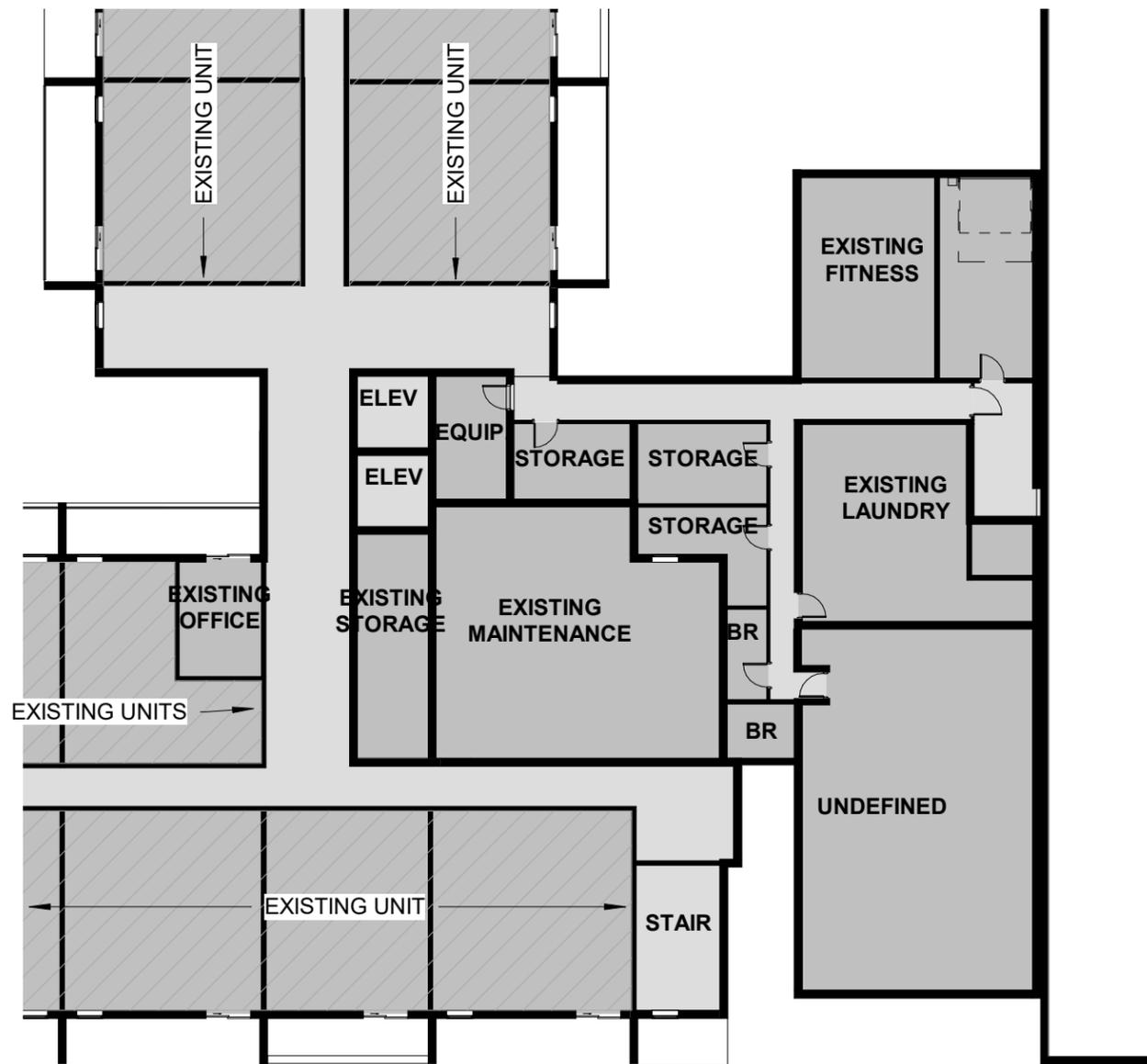
SITE PLAN KEY

- 1 BUILDING ENTRANCE
- 2 GARAGE ENTRANCE
- 3 COMMUNITY PATIO
- 4 TRASH
- 5 COVERED WALKWAY
- 6 TOT LOT
- 7 GRILL STATION
- 8 LAWN GAMES

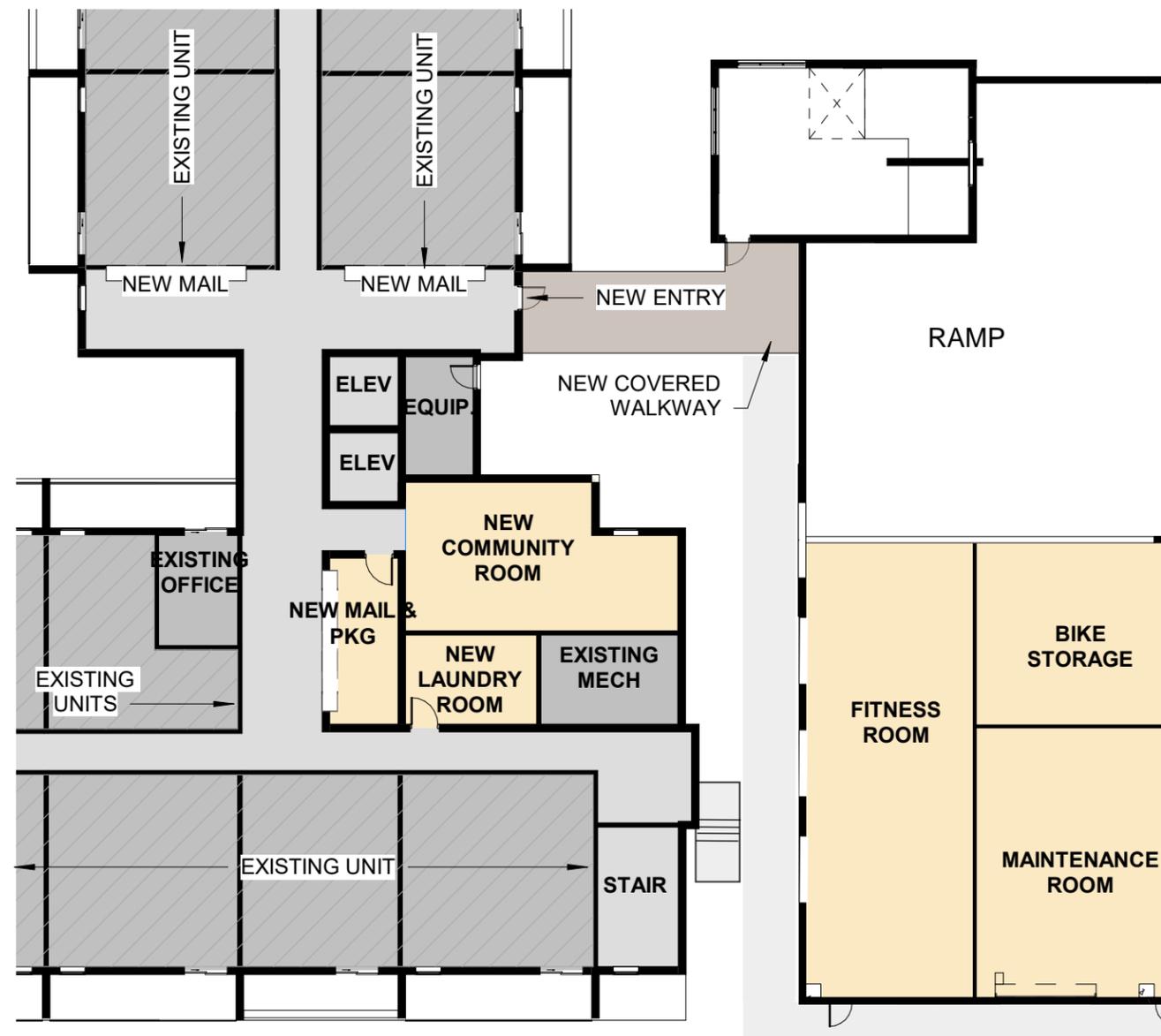
PROPOSED AMENITIES IN EXISTING TOWERS & NEW RAMP

- A) New fitness rooms
- B) New kids room
- C) New community rooms
- D) New computer room
- E) New laundry rooms on each floor (west tower)
- F) New outdoor recreation and amenities
- G) Bike Storage
- H) New package room
- I) Updated security





① WEST TOWER - L1 EXISTING
3/64" = 1'-0"

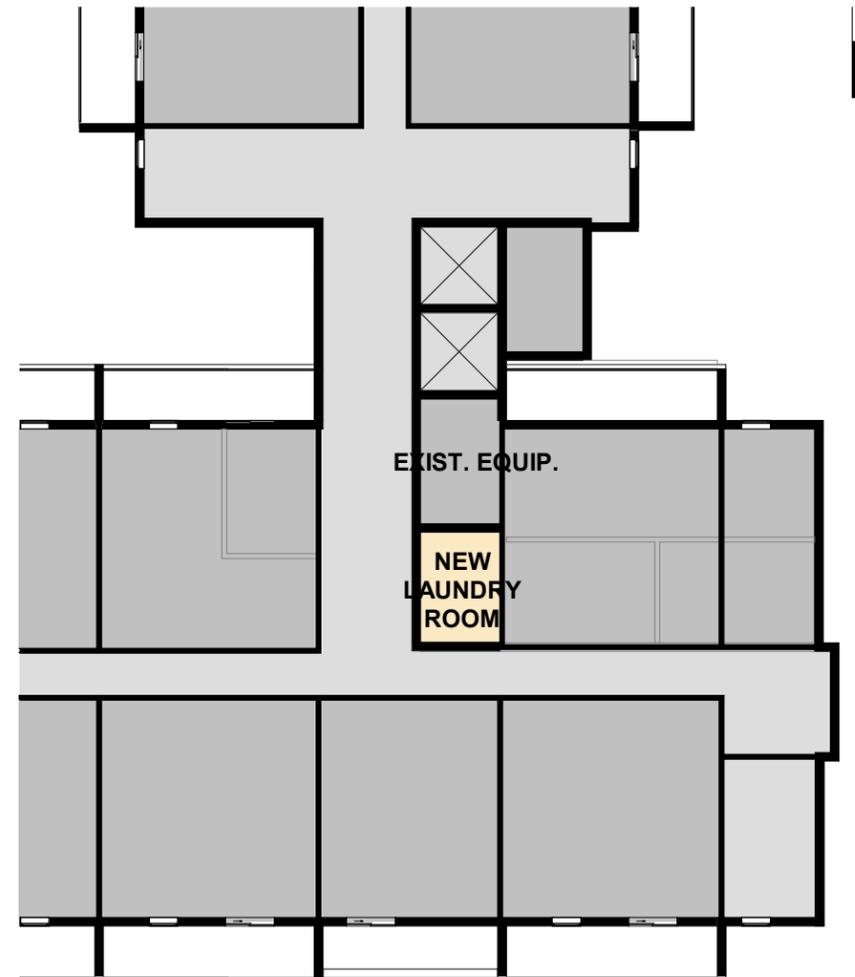


② WEST TOWER - L1 PROPOSED PLAN
3/64" = 1'-0"

FLOOR PLAN KEY

- Amenity
- Circulation
- Existing

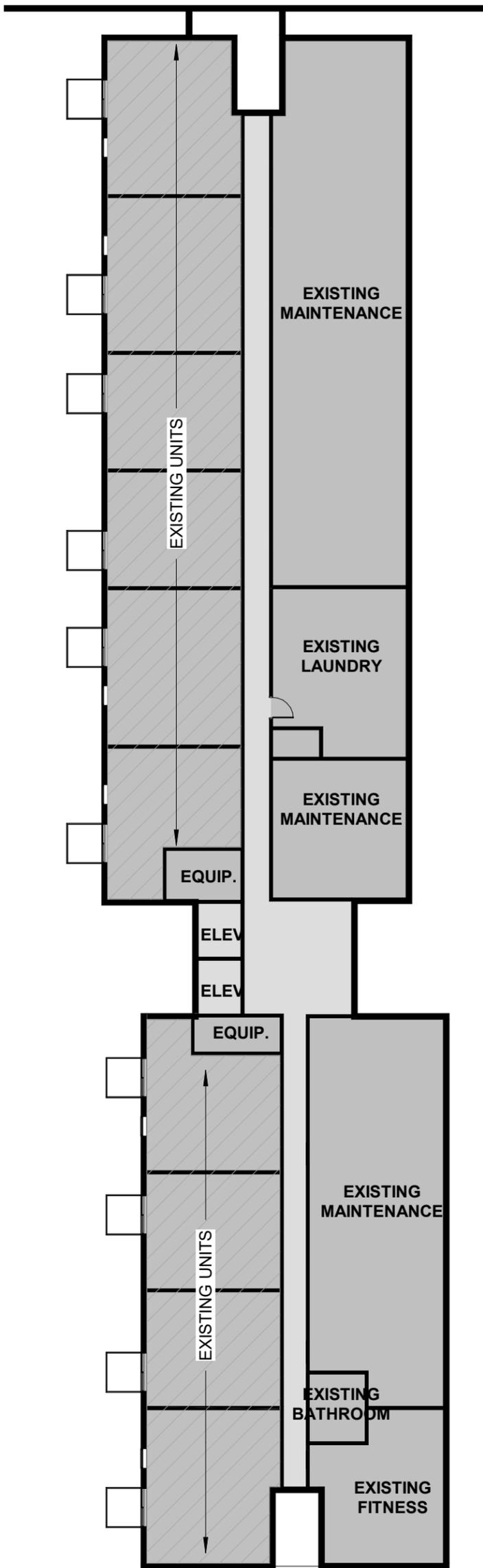




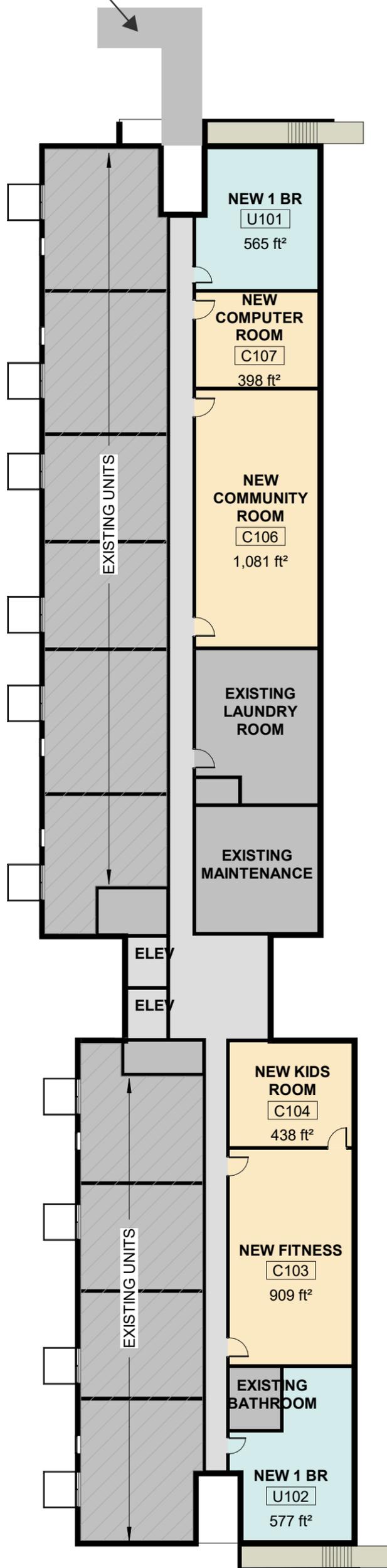
① WEST TOWER - L2 PROPOSED (TYP. LEVEL 2-7)
 3/64" = 1'-0"



ACCESSIBLE
ENTRY FROM
PARKING RAMP



① EAST TOWER - L1 EXISTING
3/64" = 1'-0"



② EAST TOWER - L1 PROPOSED
3/64" = 1'-0"

FLOOR PLAN KEY

- Amenity
- Circulation
- Existing
- Living Unit

Knollwood Apts

1010 Lake Street Northeast, Hopkins, MN 55343
12/14/2022
#21048



CONCEPTUAL RENDERING - NORTHEAST (BLAKE RD & LAKE ST)



Diagrammatic View Looking Southwest



Diagrammatic View Looking Northeast

CONTENTS

- COVER
- PROJECT SUMMARY
- SITE PHOTOS - SITE CONTEXT
- ADJACENT BUILDINGS
- RAMP IMAGES
- EXISTING SITE PLAN
- PROPOSED SITE PLAN
- WEST TOWER - L1 FLOOR PLAN
- WEST TOWER - L2 FLOOR PLAN
- EAST TOWER - L1 FLOOR PLAN
- CONCEPTUAL RENDERING
- CONCEPTUAL RENDERING
- PROJECT DATA
- EXTERIOR ELEVATIONS
- EXTERIOR ELEVATIONS
- BUILDING SECTION
- TEMPORARY PARKING
- DEVELOPMENT SCHEDULE



CONCEPTUAL RENDERING - NORTHEAST VIEW (BLAKE RD & LAKE ST)



CONCEPTUAL RENDERING - EAST VIEW (BLAKE RD)



WOOD-FRAMED TOTAL: 126,302 FT²

POST-TENSION TOTAL: 78,663 FT²

GROSS AREA - TOTAL

Level	Area
Level 7	25,289 ft ²
Level 6	25,277 ft ²
Level 5	25,277 ft ²
Level 4	25,277 ft ²
Level 3	25,277 ft ²
Level 2	16,405 ft ²
Level 1	22,347 ft ²
Level -1	33,977 ft ²
Grand total	199,127 ft ²

EXISTING SITE PARKING (316 TOTAL UNITS):

Surface Stalls: 106
 Covered Stalls (West): 206
 Covered Stalls (East): 128

Total Stalls: 440 (1.39 STALLS/UNIT)

PROPOSED SITE PARKING (455 TOTAL UNITS):

Surface Stalls: 71
 Ramp Stalls: 373
 Apartment Garage Stalls: 137

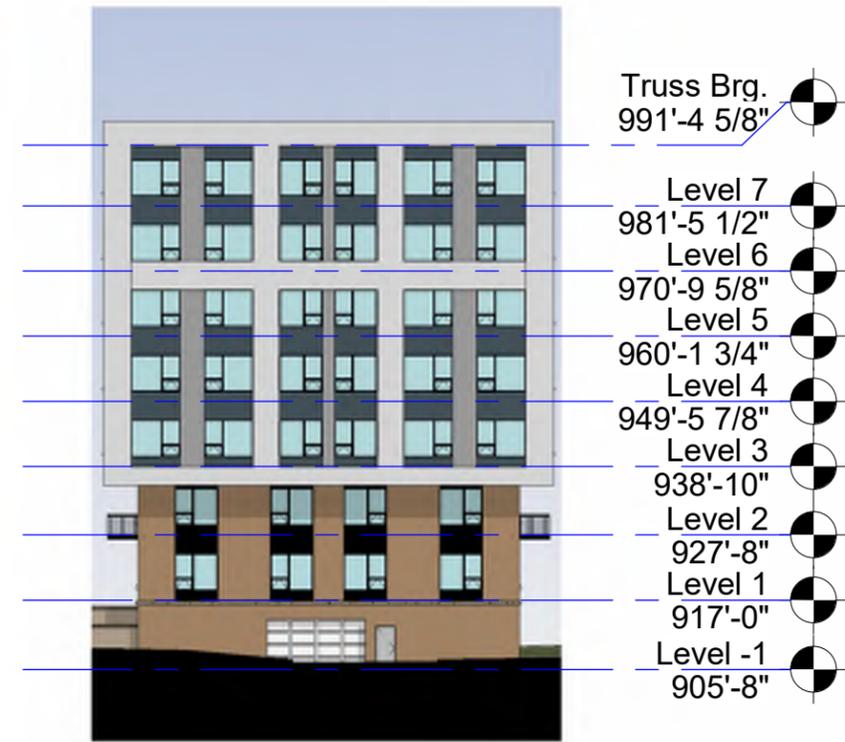
Total Stalls: 581 (1.28 STALLS/UNIT)

UNIT MIX - GROSS AREA

Name	Count	Unit Gross Area	Total Area	%
		Main Floor		
0 BR Alcove)				
Unit 0-1	2	502 ft ²	1,003 ft ²	1.4%
Unit 0-2	5	597 ft ²	2,986 ft ²	3.6%
	7		3,989 ft ²	5.0%
1BR				
Unit 1-1	65	747 ft ²	48,533 ft ²	46.8%
Unit 1-2	5	728 ft ²	3,640 ft ²	3.6%
Unit 1-3	1	724 ft ²	724 ft ²	0.7%
Unit 1-4	1	780 ft ²	780 ft ²	0.7%
Unit 1-5	1	672 ft ²	672 ft ²	0.7%
	73		54,351 ft ²	52.5%
1BR+DEN				
Unit 1.5-1	5	981 ft ²	4,907 ft ²	3.6%
	5		4,907 ft ²	3.6%
2BR				
Unit 2-0	3	1,222 ft ²	3,665 ft ²	2.2%
Unit 2-1	1	1,165 ft ²	1,165 ft ²	0.7%
Unit 2-2	10		6,019 ft ²	7.2%
Unit 2-3	10	1,283 ft ²	12,829 ft ²	7.2%
Unit 2-4	4	1,145 ft ²	4,579 ft ²	2.9%
Unit 2-6	15	1,117 ft ²	16,758 ft ²	10.8%
Unit 2-7	1	1,213 ft ²	1,213 ft ²	0.7%
	44		46,228 ft ²	31.7%
3BR				
Unit 3-0	10	1,591 ft ²	15,913 ft ²	7.2%
	10		15,913 ft ²	7.2%
Grand total	139		125,389 ft ²	100.0%



① NORTH ELEVATION
1" = 30'-0"



② WEST ELEVATION 1
1" = 30'-0"

- Truss Brg. 991'-4 5/8"
- Level 7 981'-5 1/2"
- Level 6 970'-9 5/8"
- Level 5 960'-1 3/4"
- Level 4 949'-5 7/8"
- Level 3 938'-10"
- Level 2 927'-8"
- Level 1 917'-0"
- Level -1 905'-8"

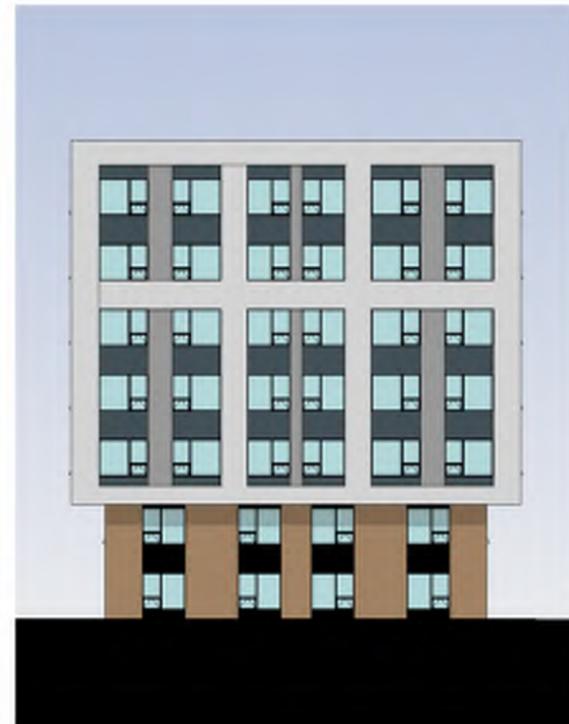
EXTERIOR MATERIAL PERCENTAGES

NORTH FACADE (LAKE ST)

MAJOR MATERIALS (BRICK, CMU, STUCCO) = 68%
MINOR MATERIALS (CFB, METAL PANEL) = 32%

EAST FACADE (BLAKE RD)

MAJOR MATERIALS (BRICK, CMU, STUCCO) = 73%
MINOR MATERIALS (CFB, METAL PANEL) = 27%

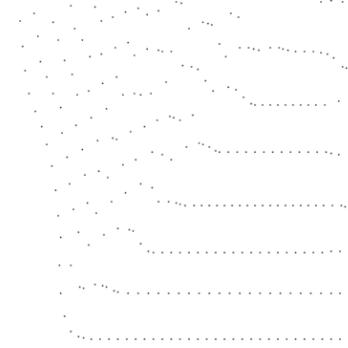
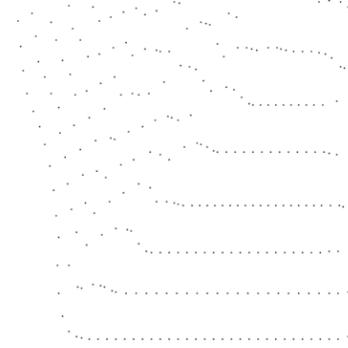
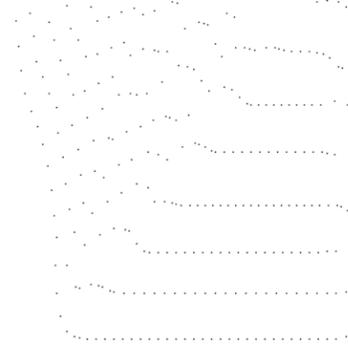
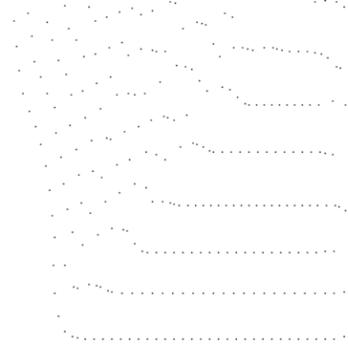
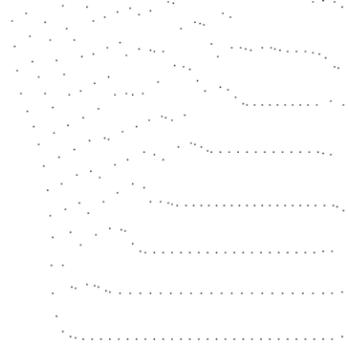
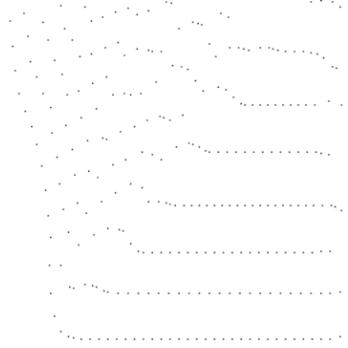


④ SOUTH ELEVATION 2
1" = 30'-0"

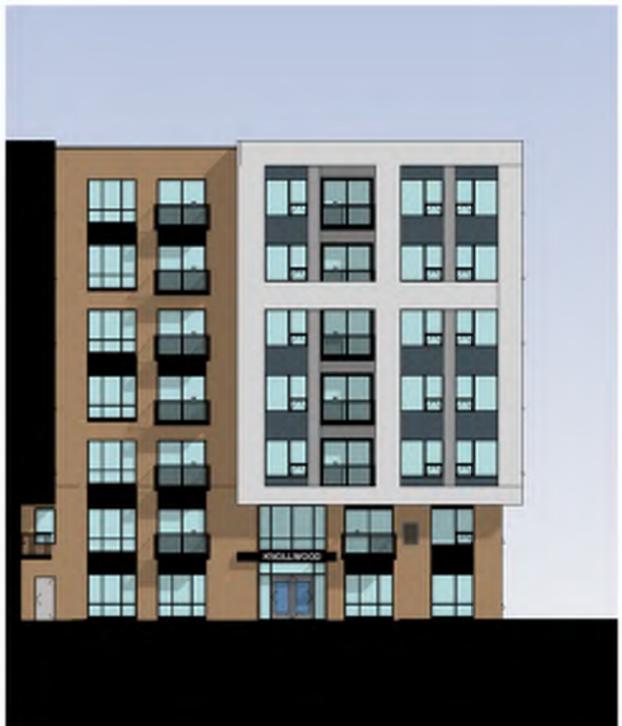


⑤ EAST ELEVATION
1" = 30'-0"

- Truss Brg. 991'-4 5/8"
- Level 7 981'-5 1/2"
- Level 6 970'-9 5/8"
- Level 5 960'-1 3/4"
- Level 4 949'-5 7/8"
- Level 3 938'-10"
- Level 2 927'-8"
- Level 1 917'-0"
- Level -1 905'-8"

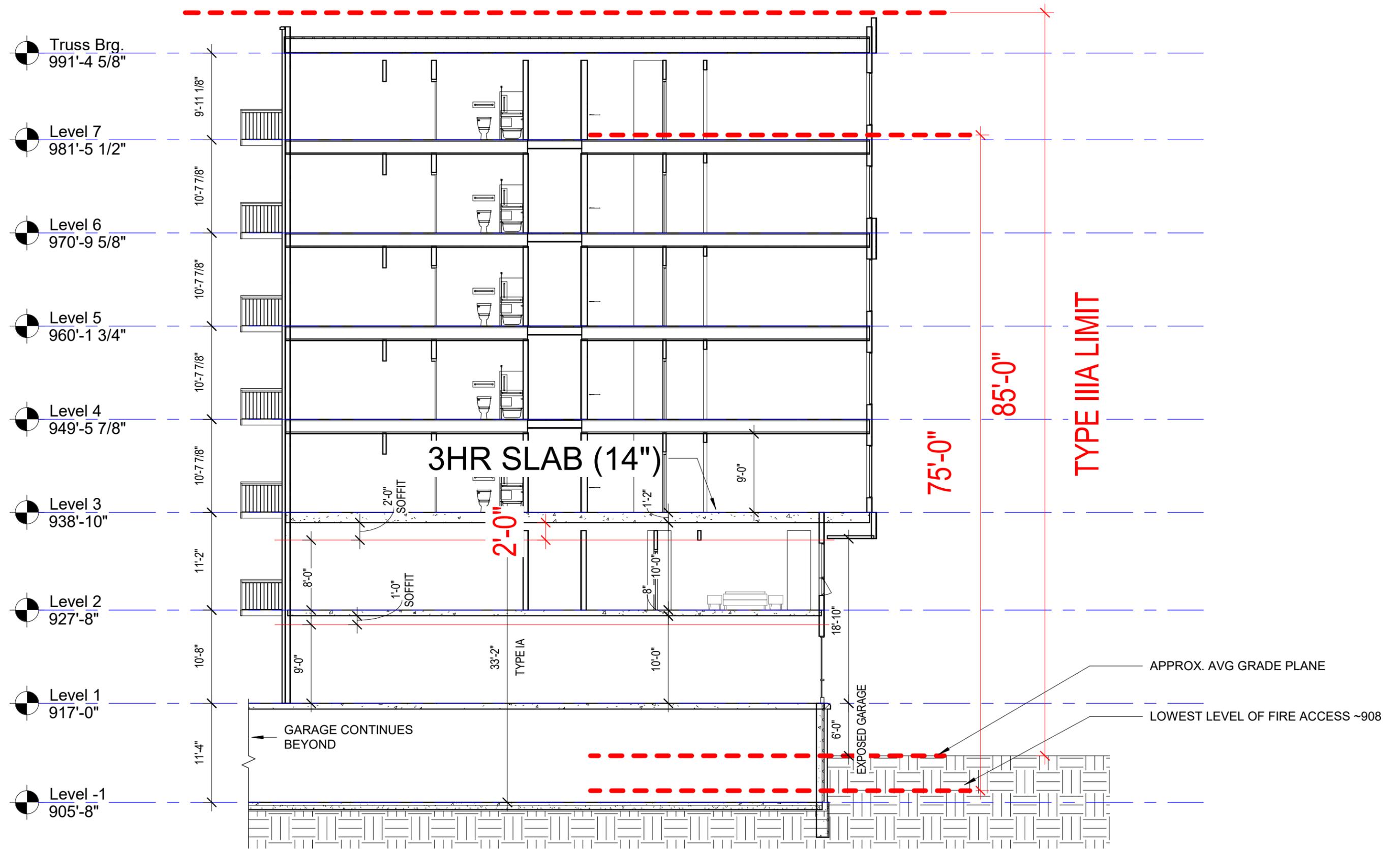


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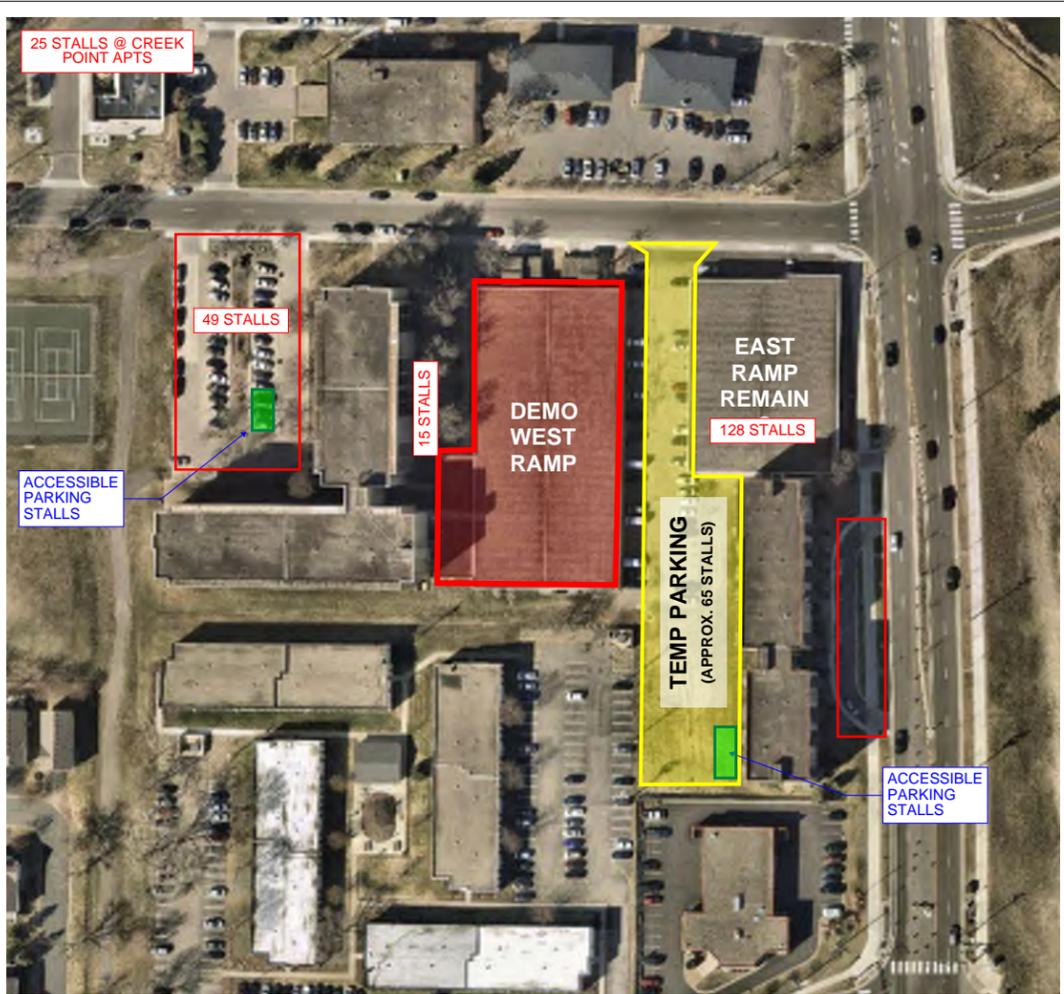
② WEST ELEVATION 2
1" = 30'-0"

①

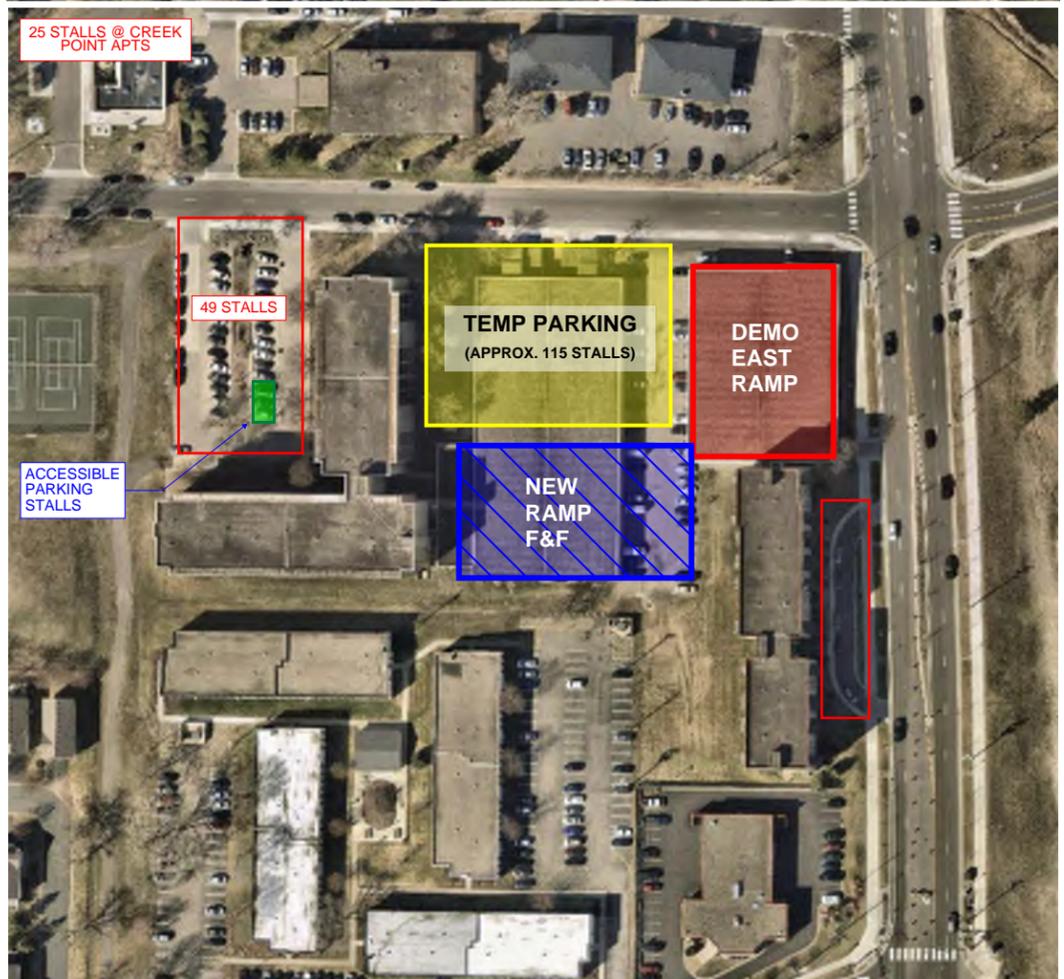


1 Building Section Looking North
 3/32" = 1'-0"

PHASE 1 DEMO - WEST RAMP
 (approximately 2 weeks)
 LESS 174 STALLS



PHASE 2 DEMO - EAST RAMP
 (approximately 2 weeks)
 LESS 267 STALLS



RAMP CONSTRUCTION
 (approximately 16 weeks)
 LESS 237 STALLS

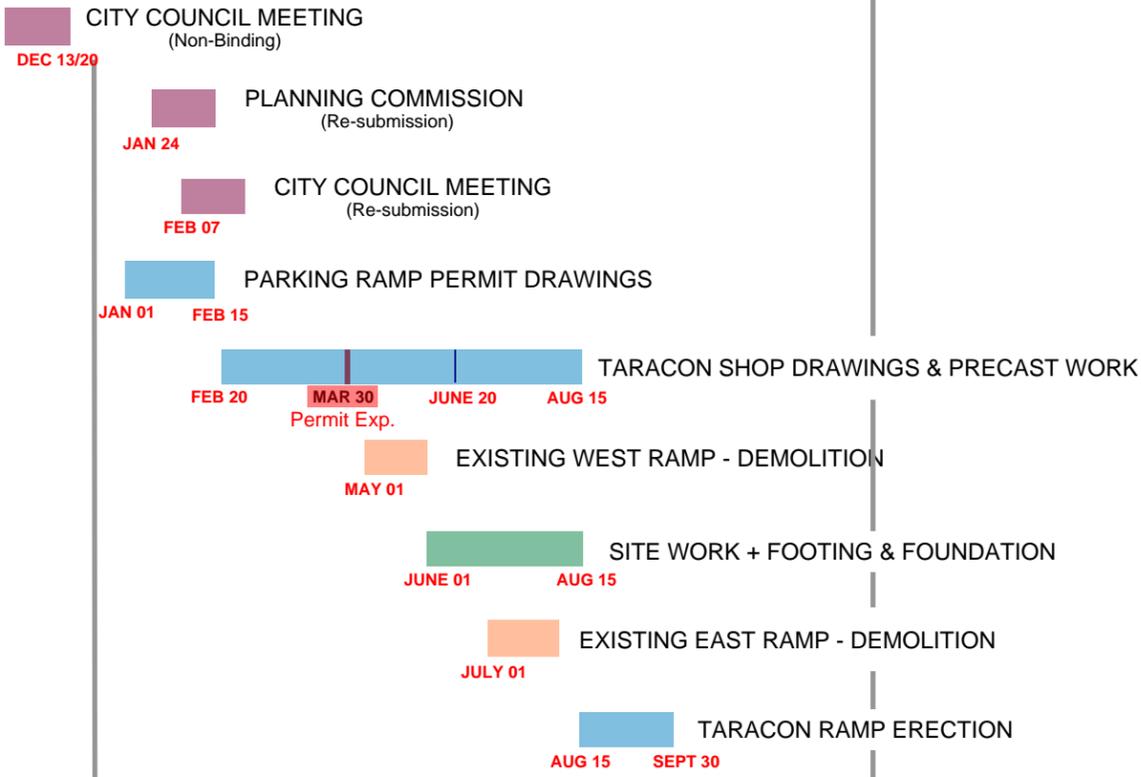


DEVELOPMENT SCHEDULE

2022

2023

2024



Meeting Minutes from 10/20/2022 - Neighborhood Meeting regarding Knollwood Towers

Comments/Questions raised by residents

Responses from KWA or IPG Living

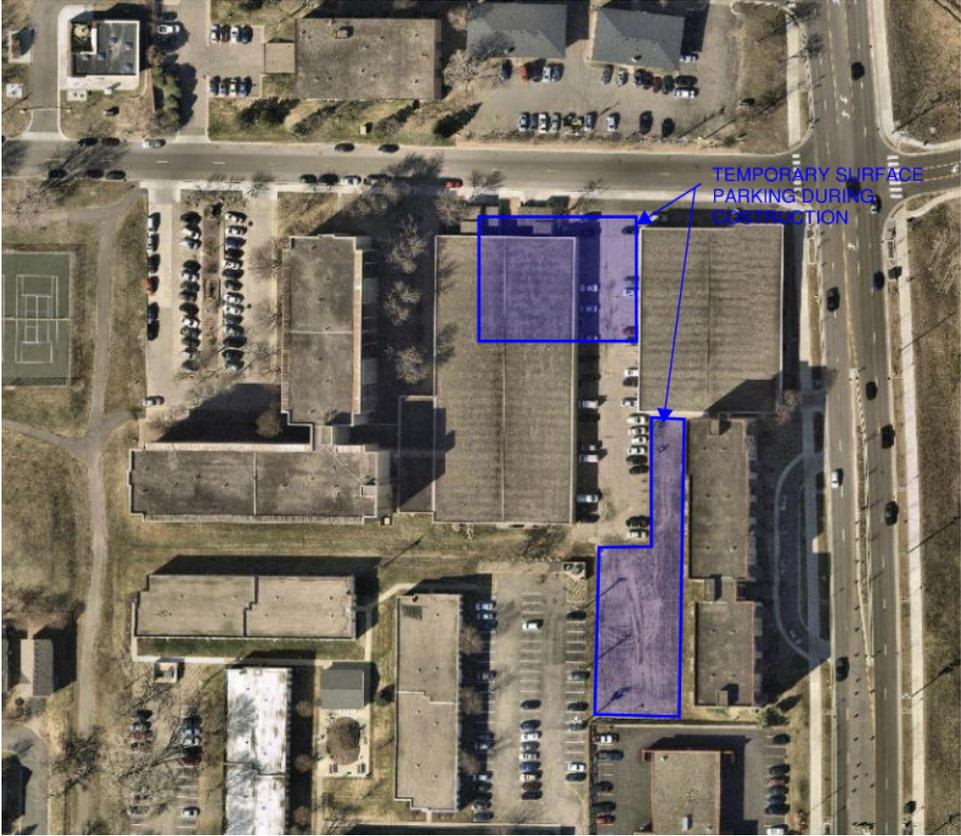
Notes Authored by KaasWilson Architects

Attendees:

- 25 Residents
- 4 Representatives from IPG
- 3 Representatives from KaasWilson Architects

- Will the proposed parking structure be enclosed or exposed?
 - Exposed but with security & access control.
- How long will residents be without parking?
 - Estimated to take about 6 months from the start of demolition to construction completion.
 - Phased construction schedule will be in place:
 - Existing west ramp to be demolished in April 2023 followed with construction of new ramp
 - New ramp to be completed around September 2023
 - Demolition of east ramp and construction start on Knollwood North to follow (Late 2023 or early 2024)
- Concern was raised for residents with wheelchairs and other disabilities
 - ADA requirements will be met in the proposed parking ramp
 - Will there be assigned stalls?
- Will there be assigned stalls?
 - Yes, management is going to work with the residents through logistics.
- Can the new ramp be connected to the existing west and east apartments?
 - KWA and IPG Living to look into this as there are some code limitations.
- Is there a trash room in the proposed ramp?
 - There will be room allocated in the design for maintenance and trash/recycling.
- Will the current residents' rent increase due to the new construction?
 - Knollwood north will be treated as luxury apartments - existing west and east towers won't be affected. They will be compared to other buildings within their specific market and building type.
 - Updates are and will be happening to improve the existing buildings
- Will the laundry be demolished or removed from the existing building?
 - Amenities won't be removed, but may need to be temporarily relocated during the construction process. None of the current amenities will be taken away.
- There was an expressed need for maintenance workers - will there be more hired?
 - IPG Living is actively searching but it's a tough position to fill. More information to follow.
- Blake Rd/Lake St intersection traffic and parking concerns.
 - The city will likely address this and run their own data. IPG Living will raise the question to the city if needed.

- Security cameras?
 - Both the new parking structure and apartment building will have security cameras installed. Locations TBD and worked through as the project progresses.
 - Lobby, Mail room, heavily trafficked areas were discussed as the primary concerns at east and west towers.
 - It was noted that this is very preliminary - as it gets closer there will be accommodations met with plenty of communication and notice to the residents.
- Code Compliance
 - There were questions raised about bringing east and west towers up to code. KWA explained that the existing buildings are grandfathered in with the old codes and since no construction is being done in the existing towers, the existing units will not be required to be brought up to codes at this time.
 - IPG explained that garage construction is priority at this time due to structural concerns with existing ramps. But plans are in place for future upgrades at existing resident towers.
- Will storage be provided in the new ramp?
 - KWA explained that design is still in progress, and there will be other storage rooms possibly available for resident storage. Individual stall storage will be looked into as part of plans.
- Can we stay in our units while construction is taking place?
 - Yes. Existing towers will remain and will not be demolished. Only existing parking ramps are being demolished.
- Potential temporary parking during construction (NOT DISCUSSED AT THE MEETING)



TEMPORARY SURFACE
PARKING DURING
CONSTRUCTION

Ryan Krzos

From: Eric Anondson <xeoth@icloud.com>
Sent: Tuesday, October 25, 2022 4:15 PM
To: Ryan Krzos
Subject: [EXTERNAL] Feedback for Knollwood North proposal, and 11th Ave proposal

Hello!

I live near to the Blake Road corridor and have sat on community groups to shape its future.

I am tentatively supportive of the Knollwood North apartments however I have two important points of criticism.

I believe this building needs an active entrance on the Blake Road side of the building. It would be an even better change if there were walk-out units on either Blake Road or Lake Street.

I understand that with the underground parking causes the proposed building to be high enough above the sidewalk that retaining walls end up facing the public sidewalk and nearly all of the public sides. This is a disappointment as it causes the public realm to suffer with faceless barriers.

I would ask for a more neighborly wall that lines the public sidewalk. That might mean built in benches, or it means steps up to the lowest level units as walk outs, or creative lighting. Creative landscapers could advise, I'm sure. But a wall that long is a strong negative to the neighbors in the neighborhood.

Eric Anondson

53 Jackson Ave South

From: [Steve Steinman](#)
To: [Ryan Krzos](#)
Cc: [Jan Youngquist](#); [Mike Mornson](#)
Subject: [EXTERNAL] Meeting tomorrow night..proposed development ...Knollwood Towers West, East
Date: Thursday, October 20, 2022 2:05:24 AM

I understand there is a meeting tomorrow night regarding a proposed development. If someone can not attend will there be a way to watch it at a later date? It is at Cambridge Towers if I am correct.

This email is to make clear that I feel there is a problem with the current management company.

I want to make sure you are aware of the History of the Management company that is now Managing the two properties, Knollwood Towers West and East. They have had shootings in both buildings since they have been the owners. They are very difficult to deal with and often do not return calls or emails examples of what have taken place are:

Water on the floor from the laundry room to the hall yesterday.
Carpets that are dirty on many of the floors.
Smoke smell in the building that is non smoking, smoke smell even in the hall next to the office during business hours.
False advertising, maybe not illegal but they sign letters with we are here to help..not my experience..can't often get a hold of them.
Last week the lobby was full of tenants who had received letters on their doors. I saw a couple of the letters, (I believe all were but I did not see them all) letters of intent to evict. Some of the tenants told me they were sure it was a mistake and at least one I know for sure was not correct.
Some people waited for hours to see the office. I do not know if what they did was illegal but it was disgusting to handle the situation the way they did.
I hope someone from the city can ask people about this if someone from the city is at the meeting.

They charge now for garbage but refuse to lock the garbage room door so anyone can just leave what they want in there and we all get charged.

There has been a problem with how they bill us for the Utilities, incorrect bills hoping it will get straightened out but not seen it yet. No breakdown on how they come up with the bills and I think it seems unfair, but maybe not illegal..not sure..the billing is vague and not detailed.

The building is not secure, people have been seen entering through the garbage room for some time now. It has been left wide open in the last week several times.
I have been told by others that it used to have a lock on it. I never saw it left open till this management company took over. The East building requires the trash company to use a key to get in already, yet the management company has not been able to figure out a way to simply put a lock on the door and give the trash company a key. No formal communication has been sent to us regarding anything they are doing about the door. This door has not been lockable for some time now.
I smelled paint in the stairwell in the last week, .not sure why.....people entering the building

and getting high?

People knock on doors and attempt to open door making me think they are possibly not from this building.

Packages are stolen and opened, the management says its not just here, but they do nothing to help...no closet or room...just in the open for everyone to see.

Smoke alarms are beeping on more then one floor in the West building....they had a major fire in the West building this year...some balconies are just full of junk.

There is more but I think you can understand that there is a problem here.

I hope if the management company makes any promises or says they will be doing something the city takes into account the history of the buildings since they took over. They hired security that is here, I am not sure when, and the place is still scary. I do not feel safe, and having doors propped open just makes it worse.

Also, the management company does not provide upper level contacts, it is very difficult to reach anyone above the building office so the office can do what it wants.

Thank you, To be transparent my name is not Steve but I do live in Knollwood Towers West. I am afraid to use my real name, the management company has convinced me they are not here for us.

Tommorrow evening is a great time for someone to hear first hand what the experience of living in Knollwood Towers East and West is like.

Thank you,

Ryan Krzos

From: Concerned TENNANT <tenantconcerned320@gmail.com>
Sent: Sunday, November 13, 2022 8:10 PM
To: Ryan Krzos
Subject: [EXTERNAL] Conditions for Tennants at Knollwood Towers West , someone please let me know Ryan received this. Thank you...

I want to thank the representatives for the Planning commission for attending the community Meeting. Maggie Sedoff, her courage for speaking about conditions she heard about at the Knollwood buildings, and Abyan Nur, for being at the community meeting and hearing what people had to say. Andrew Wright seemed to understand what is happening with the situation. I do not have Maggie, Abyan Nur, Andrew Wrights email address. They showed concern in the last meeting, thank you, not sure if the rest of the commission felt the same way. Even if the current management company showed improvement by the next meeting, or by summer, I do not see how in the next year that could erase the pattern of how they have managed the current properties or treated its tennants. We also have heard of no action against the property owners, but still sounds like they are moving forward the the project anyway.

Why are the garages not being attached to a building. It is cold in Minnesota, isn't the point of having a garage so you can just enter the building from your warm car.

Something was mentioned somewhere about a room being removed from west building, there was a pool in the building at one time I heard, is the laundry room or work out room going to be gone during this construction? We once during this management companies time, lost the use of the laundry room washing machine vending machine for a while, it was a long time ago but at the time it was hard to believe some of us could not do laundry. One of the hard to believe experiences from them. By the way since they took over, no soap in the laundry room dispenser, or paper towel, we had that under last management.

Exercise room: When you tour the building you see what I think was once a very nice work out room put in by the last owner. A very nice television that stopped working properly when the new management company came on board. Three exercise machines that seem very nice and expensive to me for running ect. but they are missing the safety clip that is needed to use...so you see nice machines but when you go to use you can not. The remote has not worked right on the television since they took over, and the sanitizer stuff in the room is long gone Someone took all the weights except for two from the room..ok the building might not be responsible for that but it would be nice to have some weights. They put in some new dryers a while ago..nasty lint traps..no idea why they chose those types of machines...often if not always at least one washer is out of order. Even this week when I did laundry. Be nice if when cleaning building staff or office staff would check daily themselves for broken machines instead of making us call.

A representative from the Architectural firm spoke at the last planning commission meeting, his presentation was nice, however he clearly has no idea what it is like to live in the buildings now. I understand he is there to sell the project but does he really understand how much damage to the residents he is doing by thinking that it will simply change, look at the last few years from Sage/IPG. Look at the Central Park Manor reviews, it is owned by IPG/Sage and you will see how similar it is to Knollwood East and West. I just think Sage/IPG is the wrong company to be doing anything in Hopkins....He sounds like he thinks just replacing a few employees will just change it....think about how many people they say they had to recently replace and that should tell you something is dramatically wrong.....Where is the president or Lee of Sage/IPG, sounds like he was there

at the meeting.

I had an item stolen in the lobby area and heard it is a problem in lots of places, however, they could not make it easier for people to steal packages, East, West, and Central Park Manor all have packages just laying around, no cabinet, room, closet. The cameras in the elevators, and lobby, I am fairly certain they are not on..never heard anyone say the office had video of anything taken, but I hear people talking when they can't find packages as I walk by.

Last month they put **intent to evict notices** on many doors. I am certain at least one is not correct and strong reason to believe many were not correct. Then the office person Bethany was not with the building any more, she did not last long, and I thought that might never happen again. It was a mess of people in the lobby for a whole afternoon waiting to talk to the office, Then the week of Nov. 12th, notices again appeared, lots of them and I know for certain one was not correct and strong reason to believe many again were mistakes...what are they doing here...I heard it happened also in East building. How can they get away with this...its their way of doing business, never saw this kind of thing with the last owner.

No one spoke about any from the two properties, some of it put Hopkins on the map for things happening. Fox news did a report, kind of interesting though they did not say where and how scared some people are who live in the East and West buildings. No one spoke of the fire in the building, no one spoke of the chirping smoke/fire alarms that are either failing or have low batteries chirping as of last night on many floors, no one spoke of the piles of blue pellets in the street and trash on Lake street NE in front of the building this week, I saw a pellet also in the parking lot of the West building. I think they are inhaling that stuff but not really sure what else it could be used for. No one spoke of the lower level garage stall in the West Building full of junk and the corresponding apartment balcony full of junk. The management company before this one really checked everyones balconies every year, as well as a checklist they did so that things were in order and did not get to a place where it was a problem. Crime in general was not talked about.it felt safe to walk the halls and any time.

I do not believe that proper background checks have been done in recent years. Maybe they have done them and then just approved them anyway..I guess I can not know for sure..the only way to know if is someone checks that has the authority to do so. I think that this place changed so dramatically, so quickly, that it seems hard to believe that proper checks were done. It is possible but it just changed so fast.

At the meeting it was announced that there was someone Named Lee from Sage, or IPG was there (An Executive from the home office)?. No one seems to really know who owns this place, it is kept pretty gray as to who really runs it. No phone numbers or address for the home office, Names with no phone or email are on documents and letters. The office at the building gets the calls in such large numbers they can't possible respond. Ginkell was fantastic it was rare to have an issue of any kind, and when we did it was taken care of fast.

The conditions have not improved and we need some help. I think the only thing that will really help is if it is referred to some higher level for action. This management company had created a situation where the office managers at the building are in so deep from whatever staff did before them I do not see how they can any time soon correct what has been done to the residents and the building itself. I do not think there is any way they can get through all the emails, phone calls, and daily duties with what is going on here...

How can you or anyone possibly think that this company can manage the parking issues to come or any communication that will be a part of anything based on the behavior of this management company since they took over.

Privacy/Security: I am afraid and am careful in this building not to share my last name and apartment number with just anyone my building.

When the building puts notices on the doors, for sure the last two times, I saw all the letters not in envelopes. Your name and unit number are now on display for everyone to see. You can look at the letters and see how much people are allegedly behind. It is not only embarrassing when they are incorrect but also now anyone knows who you are and what unit you live in. Since the letter is not mailed they can simply take it off the door..and then you are now not notified..and that is exactly what someone did with someones letter. They took it off the door, put it in the elevator notice holder. That does not seem very professional to me, it also is a way to further create phone calls and eviction letters when the person has no idea that they even owe money. For some it is thousands of dollars...wow!!! Also, I feel bad for trash company, it must really awfull having to deal with the slobs that live in the west building and leave the trash room floor covered with trash. It was not like this before the new company and the people they filled the building with as tennants moved out.

There has been a water shut off in the last month for example, no email when turned off or back on for at least one of them. The maintenance turned the cold water off first , so nice and hot to burn the victim in the shower once they figured out that no cold water was coming back.. Seems they like to turn the water off on Tuesdays or Wed.,and the last two times it was at almost the exact same time..about 11:05 in the morning. I am going to guess they forget to send out a notice, the plumber shows up..then now its an emergency shut off. There is wet carpet on the first floor today, the spot seems to be growing every time I walk by. I expect another water shut off possibility this week...will they let us know or will it just be an emergency. Wonder how much mold is now in this place from water problems...if everything else was great then probably would be less unhappy with them.

Doors are propped open and in the last few days a pebble, or rock, was placed at the side too to keep it from locking. This has been happening for some time and I saw at least one person in recent times do it myself. I do not think office staff are checking for security issues, if they are they are not telling us.

We had some security at the building till about 3 or 4 weeks ago, then they disappeared, have not seen any for a while. They were not great but it was someone at least to be there for the people coming in drunk or high, or just people who do not know how to behave. People enter in the unsecured door to the garbage room that I have seen left wide open. The office is aware of the completely unsecure nature of this entrance and has done nothing yet. The trash company currently enters a the east building with a key and I am sure they would agree to enter the West with a key if given one to a unlock a simple lock. With no security here at night, Already there have been reports from other residents of violent activity in the lobby. I hear noise from lobby area apartments already, and it will not be long till everyone knows no security is coming around.

In the last week I have heard neighbors fighting, making noise against walls, starting to to hear more of this again, I expect with no security, more noise with the residents they have rented to. I can hear loud music coming from another unit and can't help but wonder if law enforcement has visited this building more for noise complaints in the last week or two.

We had a billing utilities mess in the last few months, and the building really did nothing, no apologies, or assistance of any kind.

I question the fairness of the billing since they do not give us any information on the master bill and how its broken down. No way to conserve or control the bill since really someone can just run heat and water all they want and we all pay. There is a running toilet in one of the bathrooms on the main floor. You can hear it really

running, 24hours a day..wasting water...who pays for that? If they just disclosed the billing formula and it was fair maybe I would just accept it.

Paint peeling on outside of the building, endless leaks it seems, chords dangling down the side of the building..not sure what they are from.

Smoke free building, that smells like weed and smoke alot as you walk the halls. Rent increase anyway of course. Fire doors that are unbelievably loud when people take the stairs..must be annoying if you live at the end of a hall.

Thank you for your service, I have more I could tell you about but I think you should understand what is going on here. I can

only hope some residents will show up at your next meeting or let you know what is going on here. I certainly do not expect the building to make us

aware of the next meeting, I hear talk of tennants moving out or looking for another place due to the current situation at the the buildings, sad, because

Hopkins has been a nice place to live till Sage/IPG took over.

**The Carriage House Apartments
500 Cambridge St
Hopkins, MN 55343
952-931-9301**

Mayor Patrick Hanlon
City of Hopkins
1010 First St. S.
Hopkins, MN 55343

10/20/2022

Re: Proposed redevelopment at Blake and Lake St. Knollwood Towers

Dear Mayor Hanlon,

I am writing to express my concerns about the proposed redevelopment at the corner of Blake and Lake Street in Hopkins by Sage Management/IPG. As you are aware, Sage Management/IPG own and manage the Knollwood towers and other properties nearby in Hopkins. Since their purchase of the properties 4 years ago, we have witnessed increased crime in the neighborhood. Your police and fire calls to their properties reflect this. Their management practices or lack of management is clearly communicated to us from renters that have left their property, or are trying to leave their properties.

I understand that the recent inspections of their properties have uncovered several housing code and crime free violations.

How can a permit to build and manage a new property be issued when the owners clearly violate the housing maintenance codes at their current properties? Please do not allow Sage Management/IPG to build and operate another apartment building in Hopkins, until they comply with the City of Hopkins housing maintenance and crime free requirements. All other owners and property management teams in Hopkins comply with the codes.

Our company has owned and managed our property in Hopkins for 33 years. We have not experienced the level of crime in the neighborhood until the recent sale of the above mentioned properties. Please hold the new owner accountable for the mis- management of their existing properties. Do not issue a permit for the new property, until they meet the housing and crime free codes in place in Hopkins.



Karla Hovald, Manager
The Carriage House Apartments

Cc: Chris Kearney, Anne Buck

ZONING REVIEW: KNOLLWOOD TOWERS NORTH INFILL DEVELOPMENT

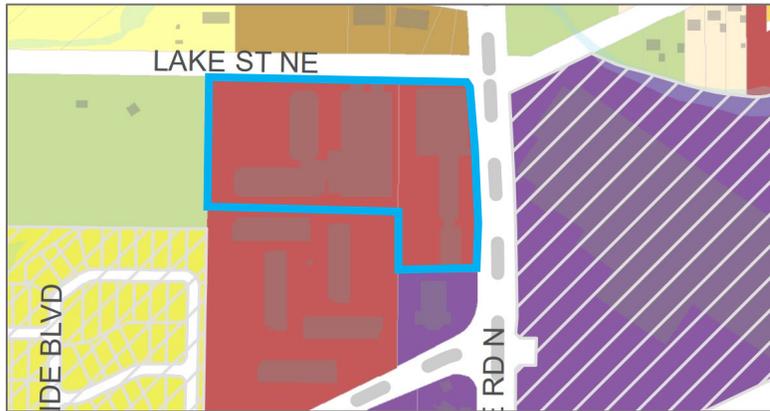
Review Date: December 20, 2022

PROJECT DESCRIPTION:

Infill development of a lot containing multiple existing structures: Two residential apartment buildings two parking structures. Development of a new L-shaped mixed-use building with basement and first level parking, interior common amenity spaces, and 139 apartments. The proposal also includes 365-stall structured parking building within internal amenities, and interior modifications to existing buildings.

BASE ZONE:	RX-TOD	PROPOSED USE:	Multi Family
BUILDING TYPES ALLOWED:	General Building, Row Building	COMPREHENSIVE PLAN DESIGNATION:	Activity Center
BUILDING TYPE SELECTED:	General Building	EXISTING USE:	Multi-Family, Parking Garage
LARGE PUD REQUIRED?	Yes/No	DEADLINE FOR ACTION	N/A

ZONING MAP



Review Key	
✓	Meets or exceeds regulation
N/A	Regulation does not apply
✗	Does not meet regulation
Cond.	Met per conditions
?	More Information Needed
PUD	PUD/Variance Deviation

ARTICLE 3 MIXED-USE ZONES

	Section of Code	Regulation	REVIEW NOTES
102-350 REGULATIONS APPLICABLE TO ALL BUILDING TYPES			
✓	102-350(a)	PERMANENT STRUCTURES	Proposed structures are permanent.
PUD	102-350(b)	ONE BUILDING PER LOT	Concept shows there may be more than one principal building per lot, which would be require a Large-scale PUD.
✓	102-350(c)	TREATMENT OF YARDS	Surface parking is to rear of building per building type regulations Street yard areas appear to be planned for people and landscaping.
?	102-350(d)	TRASH, RECYCLING, REFUSE LOCATIONS	Location of utilitarian items to be identified as plans are refined
✓	102-350(e)	FRONT STREETS	Blake Road is the designated front street abutting this lot.
?	102-350(f)	MINIMUM PEDESTRIAN AREA	There appears to be +/- 8 ft between the curb and the lot line on the Lake St NE side. Four feet of additional streetscape space need to be provided, and setbacks are to be measured from 12 ft of the back of the curb.

102-380 GENERAL BUILDING TYPE REGULATIONS (RX-TOD Zone)

	Section of Code	Regulation	REVIEW NOTES
102-380(d) BUILDING LOCATION			
PUD	120-380(d)	MULTIPLE PRINCIPAL BUILDINGS	Allowed; Given Size of Project a PUD would be required if within one parcel.
?	120-380(d)	FRONT STREETWALL	80% min. ; Additional information on the lot line configuration is needed.
✘	120-380(d)	FRONT STREET SETBACK	7.5 ft. min, 15 ft. max. ; Proposed building is setback 20-24 ft from the Blake Road Property line (Lake Street Side) 5 ft. min., 15 ft. max. ; Additional information on the location of the curb line in relation to the building is needed.
?	120-380(d)	NON-FRONT STREET SETBACK	5 ft. min. Additional information on the lot line configuration is needed.
?	120-380(d)	SIDE SETBACK	5 ft. min. Additional information on the lot line configuration is needed.
✓	120-380(d)	REAR SETBACK	20 ft. min.
?	120-380(d)	IMPERVIOUS SITE COVERAGE	80% max. Additional information on the lot line configuration is needed.
?	120-380(d)	ADDITIONAL SEMI-PERVIOUS COVERAGE	+15% - In addition to the 80% hardcover, 15% of the site may be semi-pervious, i.e. green roof, porous pavement, etc.
102-380(e) PARKING & ACCESSORY STRUCTURES			
✓	120-380(e)	PARKING & DRIVEWAY ACCESS LOCATION	Required off alley or non-front street; proposed driveway off of Lake St NE.
✘			Depicted driveway width (+/- 24 ft.) would exceed 22 ft maximum
?	120-380(e)	DRIVEWAY SIZE & NUMBER	Max. 1 access per development per street. One new access is proposed. Compliance depends on how/if the property is divided.
✓	120-380(e)	ATTACHED GARAGE SETBACK	Required 20 ft. min. behind front facade in rear of building; First floor structured parking is positioned ~64 ft to the rear of the Blake Road front façade.
✓	120-380(e)	ATTACHED GARAGE DOOR LOCATION	Proposed on interior side as is required
✓	120-380(e)	SURFACE PARKING	Proposed in Rear Yard as is required.
✓	120-380(e)	ACCESSORY STRUCTURES	Parking Structure is allowed and is proposed
120-380 (f) HEIGHT			
✓	120-380(f)	HEIGHT	2 stories min, 10 stories max; Seven (7) Stories proposed
✓	120-380(f)	ALL STORIES HEIGHT	9 ft. min., 14 ft. max.; All stories shown as between 9 ft and 11 ft in height
120-380 (g) ROOFS			
✓	120-380(g)	ROOF TYPES	Flat, parapet, pitched allowed; appears to be proposed as parapet
✓	120-380(g)	TOWER	Allowed, none proposed
120-380 (h) STREET FACADES			
?	120-380(h)	TRANSPARENCY: FRONT FACADES	20% min; Transparency not quantified.

?	120-380(h)	TRANSPARENCY: NON-FRONT FACADES	18% min; Transparency not quantified.
✓	120-380(h)	BUILDING ENTRANCES LOCATION	One per every 120 ft. on front façade; Blake Street side requires a minimum of one entrance one proposed.
?	120-380(h)	ENTRANCE TRANSITION TYPE	A Stoop entrance type is Required. See 102-730 (c)
?	120-380(h)	GROUND STORY ELEVATION	Between 18 in. and 30 in. above grade or between 30 in. and 4 ft. with a visible basement, except in floodplain locations.
✓	120-380(h)	HORIZONTAL DIVISIONS WITH SHADOW LINES	Horizontal shadow lines to run a min. 80% of length of facade. One division is required within 3 ft. of the top of any story between the basement and 3rd
✗	120-380(h)	VERTICAL DIVISIONS WITH SHADOW LINES	One vertical division is required per every 120 ft. of street façade. Two vertical divisions are needed along Lake Street Façade, only one provided.
102-380 (i) SUPPLEMENTAL GENERAL BUILDING REGULATIONS			
✓			No street facing courtyard proposed
✗	120-380(i)(1)	FRONT STREETWALL EXCEPTIONS	Maximum setback may be expanded up to 20 feet for a maximum of 20% of the facade to allow for permanent outdoor seating or outdoor dining area; more than 20% of the façade exceeds the Blake Road maximum setback.
N/A	120-380(i)(2)	THROUGH-LOTS	Subject site is not a through lot.
N/A	120-380(i)(3)	STORY SETBACKS AT N OR NX	N/A. No N or NX zoned property abuts the site.
N/A	120-380(i)(4)	VISIBLE BASEMENTS	For basement levels located more than 3 ft. above grade, street facades must meet the transparency regulations.
N/A	120-380(i)(5)	ADDITIONAL STORY HEIGHT (IX-TOD & IX-S)	N/A. Site is not zoned IX.

ARTICLE 7 BUILDING DESIGN

Section of Code	Regulation	REVIEW NOTES
102-720 (c) PARAPET ROOF TYPE		
?		Minimum height is 1.5 feet with a maximum height of 6 feet
✗	102-720(c)(1)	PARAPET HEIGHT
✗		A shadow line must be located within 2 feet of the top of the uppermost story.
✗		A shadow line must be located at the top of the parapet.
✓	102-720(c)(2)	OCCUPIED BUILDING SPACE
		No portion of the parapet appears to include occupied building space.
?	102-720(c)(3)	ROOFTOP APPURTENANCES
		Any rooftop appurtenances must be located towards the rear or interior of the parapet roof. Rooftop appurtenances should be located such that the parapet blocks their view from the sidewalk across the street. No rooftop equipment depicted.
102-730 (c) STOOP ENTRANCE TYPE		
?	102-730(c)(1)	STOOP SIZE
		A stoop is a small, open platform that may include a canopy or roof cantilevered off the building and may or may not be elevated above the sidewalk.
		Stoops must be a minimum of 4 feet wide and 3 feet deep
?	102-730(c)(2)	RAMPS
		Where feasible, ramps should be incorporated at the principal building entrance and designed as an integrated part of the stoop, with rails matching any provided on steps.

102-740 FAÇADE MATERIALS			
?	102-740(b)	MAJOR STREET FACADE MATERIALS	Allowed major façade materials, listed in Table 7-1 for General Building Type in the RX-TOD Zone: Full Dimension brick, architectural Concrete Masonry Units, Stone, 2-3 layer cement-based stucco.
?	102-740(b)(1)	STREET AND OTHER FRONT FACADES	Major materials must be applied to a minimum of 65% of all street or other front facades, not including window and door areas. Blake Rd (east) façade: 73% as Brick, CMU, Stucco Lake St (north) façade: 68% as Brick, CMU, Stucco Proposed brick would have to be full brick and not veneer. Proposed stucco must be traditionally-applied stucco and not synthetic or EFIS
?	102-740(b)(2)	SIMPLICITY OF FACADE MATERIALS	A single major façade material must be used for each building façade segment, 60-foot or larger. Significant portions of both the Blake Road and Lake Street facades use multiple major materials – not clear if any single material would be at least 65% like it is with majority brick on the Lake/Blake corner.
?	102-740(b)(4)	SIDE AND REAR FACADES	When side yards between two buildings are a total of 5 or more feet in width, major materials must be applied along that side facade from the front of the building a distance equal to the width of the side yard, as measured perpendicularly between the two side facades. Major materials are indicated as proposed from the two side, but would need to meet simplicity rules above.
N/A	102-740(b)(5)	ORIGINAL FAÇADE MATERIALS	Applicable to modifications of existing buildings with brick or stone facades. N/A.
✓	102-740(c)	MINOR STREET FACADE MATERIALS	A maximum of 35% of each street or other front façade surface, not including window and door areas, may be composed of minor facade materials. Blake Rd (east) façade: 27% as Fiber Cement, Metal Panel Lake St (north) façade: 32% as Fiber Cement, Metal Panel
✓	102-740(d)	SIDE & REAR FACADE MATERIALS	All interior side and rear (non-street) facades not located on a rail or trail line must be faced in a major facade material, a minor facade material, or a material as allowed in Table 7-3. Same material palette used on side and rear as the street facades.
?	102-740(f)	APPROPRIATE GRADE OF MATERIALS	All doors, windows, and hardware must be of commercial grade quality.
?	102-740(g)(1)	CHANGES IN FACADE MATERIALS	Changes in façade materials, whether major materials or minor materials, should occur mainly at concave corners or changes in facade planes.
✓	102-740(g)(2)	MATERIALS HIERARCHY	A hierarchy of materials must be maintained on the building facade, where "heavier", articulated unit materials (brick, concrete masonry units, stone) are located at the base of the facade and "lighter", constant surface materials with fewer seams (stucco, panels) are located above those on the facade.
✓	102-740(g)(3)	SHADOW LINES ON SURFACES	Shadow lines must delineate changes in materials with solid materials of a thickness that is greater than 1.5 inches, such as cast stone, masonry, or stone
102-750 FACADE ELEMENTS			
?	102-750 (b)	WINDOWS	All windows, with the exception of ground story storefront systems and glass curtain wall systems, shall be recessed with

			the glass a minimum of 2 inches from the facade surface material or adjacent trim. This level of detail not provided , but appears to be met.
✓			A minimum of 70% of street façade windows must be vertically oriented. All windows appear vertically oriented
?			Reflective glass and glass block are prohibited on street and other front facades. Assume reflective glass is not used
?			A minimum of 70% of all street facade upper story windows must be operable. Ground story storefront glass and glass curtain wall systems are not required to be operable. This level of detail not provided.
✗			For masonry construction, the expression of lintels must be included above all windows and doors by a change in brick coursing or by a separate detail or element. No lintels depicted at windows and door in the brick areas.
?	102-750(c)	AWNINGS & CANOPIES	No awning or canopies shown
?			Balconies must be a minimum of 4 feet deep and 5 feet wide.
✗	102-750(d)	BALCONIES	A minimum of 50 percent of the perimeter of each balcony must abut an exterior wall of the building, partially enclosing the balcony. Second Story balconies do not appear to meet this standard.
N/A	102-750(e)	SHUTTERS	Any shutters must meet size and material requirements. No shutters depicted
N/A	102-750(f)	SECURITY GRILLS & BARS	Exterior security bars and grills are prohibited. Interior grills must be retractable and hidden when retracted. None shown
?	102-750(g)	PRINCIPAL ENTRYWAY	Principal entrances to the building must be clearly delineated through one or more design features in Section 102-750(g)
N/A	102-750(h)	ARCADE DESIGN	No Arcade proposed
?	102-750(i)(2)	GROUND STORY AT SLOPING FACADES FOR NON-STOREFRONTS	Retaining walls shall not exceed 30 inches in height except along a maximum 8-foot section of frontage. Additional information on retaining walls needed.
✗	102-750(j)	BUILDING VARIETY	buildings 90 feet in length or greater, as measured along any street or front facade, must treat that frontage in segments of 50 feet or less with the building variety standards in 102-750 (j)(3). Both the Blake Road and Lake Street side exceed 90 ft.
✓	102-750(k)	ARTICULATION OF STORIES	Window placement on street facades must be organized by stories per the transparency regulations. Windows are arranged by floor.
			Shadow lines can be used to delineate stories.
N/A	102-750(l)	VISTAS	Vistas (an open space or a street terminating) are not present at this site.
✓	102-750(m)	GARAGE DOORS	Requirements are applicable to garage doors included on any street facade. Garage doors proposed on non-street facades.

102-760 UTILITY EQUIPMENT

?	102-760(b)	MECHANICAL EQUIPMENT IN BUILDING	Mechanical equipment shall be located within the building, unless the applicant demonstrates that locating the equipment within the building would conflict with the equipment's function.
?	102-760(c)	ROOFTOP MECHANICAL EQUIPMENT	Any rooftop mechanical equipment is to be screened or setback
?	102-760(d)	MECHANICAL EQUIPMENT ON STREET FACADES	Mechanical equipment and utility appurtenances shall not be located on a street facade unless the applicant demonstrates that locating the equipment in a different location would conflict with the equipment's function. Any equipment or appurtenance approved on a facade shall be located consistent with the standards of this section.
?	102-760(e)	MECHANICAL EQUIPMENT ON OTHER HORIZONTAL FACADES	Mechanical equipment, such as electrical transformers and air conditioners, located on the ground, decks, or horizontal surfaces other than the roof shall be located consistent with the standards of this section.

ARTICLE 8 LANDSCAPE & SITE DESIGN

	Section of Code	Regulation	REVIEW NOTES
?	102-810(b)	VISIBILITY AT INTERSECTIONS	A 30 ft by 30 ft vision triangle, free from walls, fences, plants, or trees in excess of 30 inches above the abutting curb line shall be provided.
?	102-820	LANDSCAPE INSTALLATION	Notes to follow the specified landscape installation regulations required on submittal drawings.
?	102-830	LANDSCAPE MAINTENANCE	The owner is responsible for the maintenance, repair, and replacement of all landscaping required by code
?	102-840	EXISTING TREES	A survey of existing trees on the site is required. Significant and contributing trees Tree protection is required
?	102-850	GROUND VEGETATION	All unpaved areas of any lot in any other zone must be covered by planting bed per 102-850 (b) or grass per 102-850 (c) or a combination of planting bed and grass.
?	102-860	SITE TREES	One medium or large tree is required per 3000 square feet of yard area.
?	102-870	STREETSCAPE DESIGN	The requirements of this section apply to development of new streets and development on all lots with 200 feet or more of street frontage on existing streets or the City may assess a fee-in-lieu of streetscape for deposit in the city's streetscape fund.
?	102-880	STREET SIDEWALKS	Sidewalks or multi-use paths must be provided along all street frontages, located within the public right-of-way.
?	102-890	INTERNAL SITE SIDEWALKS	Sidewalks must connect between all building entrances to all public sidewalks, including at least one connection to each street-frontage sidewalk abutting the site
?	102-8100	STREET TREES	Each lot is required to have one tree for every 40 feet of street frontage with a minimum of one street tree per street frontage, and must be located between the curb and sidewalk, a minimum of 2 feet and a maximum of 10 feet off the back of curb
?	102-8110	FRONTAGE BUFFERS	A frontage buffer is required when on-site vehicular parking, loading, outdoor storage, and/or other activities abut the street
N/A	102-8120	SIDE & REAR BUFFERS	A side and rear buffer is required along the side and rear lot lines where transitions between certain zones occur

?	102-8130	INTERIOR PARKING LOT LANDSCAPE	All off-street surface parking lots with more than 10 spaces and/or more than one drive aisle must meet the interior parking lot landscape regulations.
?	102-8140	SCREENING OF REFUSE & UTILITY AREAS	All dumpsters, loading areas, open storage, refuse areas, mechanical equipment, and utility appurtenances must be screened
?	102-8150	OUTDOOR LIGHTING	No lighting found in drawings.

ARTICLE 9 PARKING & MOBILITY

	Section of Code	Regulation	REVIEW NOTES
✓	102-920	OFF-STREET PARKING – MOTOR VEHICULAR MINIMUMS & MAXIMUMS	Minimum for Multi-family: 1.2 enclosed stalls per unit No Maximum. 1.26 stalls per unit provided. Proposed parking would be shared with two existing buildings. 316 Total new and existing unit. 573 Stalls provided (Surface Stalls: 71, Ramp Stalls: 365, Apartment Garage Stalls: 137)
?	102-920	OFF-STREET PARKING – BICYCLE MINIMUMS	Minimum for Multi-family: 1.1 stalls per unit. With 90% as long-term. This would apply to the new units as the existing units pre-date the requirement.
N/A	102-940	PARKING REDUCTIONS & CREDITS	Applicant can pursue a reduction per with provision of affordable units or Alternative Compliance per Section 102-940 (i).
N/A	102-950	LOCATION OF OFF-STREET PARKING	Except as otherwise expressly stated in this article, required off-street parking areas must be located on the same lot as the building or use they are required to serve.
✓	102-960	PARKING AREA LAYOUT & DESIGN	Parking areas must be designed to allow vehicles to enter and exit a street and cross public sidewalks in a forward motion
?			Parking stalls must be standard or compact
			Proposal includes residential off-street parking areas with 50 or More Parking Spaces.
?	102-970	ELECTRIC VEHICLE SUPPLY EQUIPMENT	One Level 2 electric vehicle charging station plus at least one Level 1 or Level 2 electric vehicle charging station for a minimum of 10% of provided parking spaces . At least one of the electric vehicle charging stations provided must be accessible to a vehicle parked in an accessible parking space. An Additional 10% of the spaces must be EV-ready.
			Short-term bicycle parking must be located on the subject lot, unless the city approves a proposal to allow private bicycle parking facilities to be located in the right-of-way.
?	102-990	BICYCLE PARKING	Long-term bicycle parking spaces must: <ul style="list-style-type: none"> – Be located with direct access by the bicycle rider, with no more than 50% of the required spaces requiring the use of stairs or elevators; – May not be located in dwelling units or on dwelling unit balconies; – Must protect the entire bicycle, its components and accessories against theft and inclement weather, including wind-driven rain and snow.

– Must be designed to allow bicycles to be securely locked to a bicycle rack in: A bike storage room that is accessible only to authorized users and has at least 2 electrical outlets; or a bicycle locker with a separate access door for each bike; or an attended bike storage room.

ARTICLE 6 ACCESSORY USES AND STRUCTURES (PARKING STRUCTURE)

Section of Code	Regulation	REVIEW NOTES
102-690 PARKING STRUCTURES		
✓	102-690(c) LOCATION	Accessory parking structures must be located in the rear yard and be screened from view of any primary street by the principal building. Parking structures on lots with multiple primary street frontages must be screened from view of all primary streets. Generally, the new and existing buildings screen the structure from view.
✓	102-690(d) ADDITIONAL REGULATIONS	Parking structures may not be located closer to any street or interior side lot line than the principal structure. Structure located to the rear of the primary buildings. The overall height of a parking structure must be at least one story lower than the tallest principal structure. Five-story parking structure is proposed.
102-750 (n) PARKING STRUCTURE FACADES		
?	102-750 (n) PARKING STRUCTURE FACADES	Parking structure facades visible from any street or abutting any pedestrianway or open space shall meet the following standards
?	102-750 (n)(1) MATERIALS	Major and minor material requirements shall be met on all street and other front facades. An additional permitted minor material is stained, finished concrete
?	102-750 (n)(2) RAMPS AND SLOPES	Ramps and slopes shall not be located on any front or street facades.
?	102-750 (n)(3) VERTICAL DIVISIONS	Vertical divisions extending the full height of the structure are required every 30 feet to deemphasize the horizontal decks. Divisions shall be a minimum of 2 feet in width with a minimum projection of 2 inches.
?	102-750 (n)(4) BLANK WALL LIMITATION	No rectangular area greater than 30 percent of any story's facade, as measured from floor to floor, and no horizontal segment of a story's facade greater than 15 feet in width may be solid wall without an opening.
?	102-750 (n)(5) ENTRY TOWER	A pedestrian entrance directly into the parking structure from the street is required to be separate from the vehicular entrance and directly accessed from the sidewalk. The pedestrian entrance must meet the principal entryway regulations in 102-750 (g). Stairwells must be located inside a tower with windows at a transparency rate of 65%.
?	102-750 (n)(6) CAP	The top story of the parking structure shall include a parapet or other roof type along the public way facades.
?	102-750 (n)(7) VEHICULAR ENTRANCES	Driveways shall be no wider than 22 feet and the entrance and exit should be split by a median. Access shall be located on a non-front street, unless the lot does not abut a non-front street. No more than 2 access points shall be located on any one street, totaling no more than 24 feet of drives crossing sidewalk

**HOPKINS CITY COUNCIL
SPECIAL MEETING PROCEEDINGS
DECEMBER 6, 2022**

CALL TO ORDER

Pursuant to due call and notice thereof a regular meeting of the Hopkins City Council was held on Tuesday, December 6, 2022 at 5:30 p.m. in the Council Chambers at City Hall, 1010 1st Street South.

Mayor Hanlon called the meeting to order with Council Members Balan, Beck, Garrido and Hunke attending. Others attending included City Manager Mornson City Clerk Domeier, Assistant City Manager Lenz, Management Analyst Imihy Bean, Director of Planning and Development Elverum, Assistant City Attorney Sathe and City Attorney Riggs. The purpose of the Special Meeting was to consider a Request for Appeal for Reasonable Accommodation Request at 101 Oakwood Road.

NEW BUSINESS

II.1. Appeal Hearing of the Request for Reasonable Accommodation for 101 Oakwood Road; Imihy Bean

Management Analyst Imihy Bean summarized Council Report 2022-122. Kevin Stanton submitted a request for a reasonable accommodation to allow nine (9) occupants to live at 101 Oakwood Road. The request provided that the individuals who would live at 101 Oakwood would meet the definition of being disabled due to alcoholism Mr. Stanton currently operates the home at this address as a sober living facility which is licensed by the City as a rental home for four (4) residents. After review of the application, supplemental information submitted by the applicant, and comments, staff denied the request for the detailed reasons outlined in the denial letter sent to the applicant on October 7, 2022. Mr. Stanton requested an appeal of this decision on November 7, 2022, which is permitted within the City's reasonable accommodation ordinance.

Samuel Merritt with the law firm of Hoffner Firm presented Mr. Stanton's appeal. Mr. Merritt provided an overview of caselaw related to granting reasonable accommodations, presented arguments to supplement the materials provided for the appeal, including statements that the city has not appropriately applied the legal standards and that certain information used in the determination was not relevant to making a reasonable accommodation determination.

Mayor Hanlon requested additional information on the number of police calls that have been made to the property when comparing the three years prior to Stanton's ownership to the three years since Stanton purchased the property. Assistant City Attorney Sathe clarified the request data provided in the City's memo. City Attorney Riggs shared comments related to Mr. Merritt's presentation on the accommodation request including the history that led to the reasonable accommodation denial. Debate was held between attorneys and City Council about the reasonable accommodation request and if the accommodation specialist's denial should be overturned or upheld and whether the information presented meets the requirements for overturning the accommodation specialist's determination. The City Council shared their concerns about the accommodation request, and generally agreed that the information presented did not support a finding that the requested accommodation was reasonable and necessary.

**HOPKINS CITY COUNCIL
SPECIAL MEETING PROCEEDINGS
DECEMBER 6, 2022**

Motion by Hanlon. **Second** by Hunke.

Motion to determination to uphold the denial and direct staff to bring the findings to the January 3, 2023 City Council meeting.

Ayes: Balan, Beck, Garrido, Hanlon, Hunke
Nays: None. Motion carried.

ADJOURNMENT

There being no further business to come before the City Council and upon a motion by Hunke, second by Garrido, the meeting was unanimously adjourned at 6:23 p.m.

Respectfully Submitted,
Amy Domeier, City Clerk

ATTEST:

Patrick Hanlon, Mayor

Amy Domeier, City Clerk

**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
DECEMBER 6, 2022**

CALL TO ORDER

Pursuant to due call and notice thereof a regular meeting of the Hopkins City Council was held on Tuesday, December 6, 2022 at 6:32 p.m. in the Council Chambers at City Hall, 1010 1st Street South.

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

ADOPT AGENDA

Motion by Hunke. **Second** by Balan.

Motion to Adopt the Agenda.

Ayes: Balan, Beck Garrido, Hanlon, Hunke

Nays: None. Motion carried.

PRESENTATIONS

III.1. 2022 Community Image Awards; Elverum

The Mayor and City Council recognized the award winners: Bear Cave Brewing, the Mussmens and Trellis Co. for the Burnes Building.

CONSENT AGENDA

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

Motion to Approve the Consent Agenda.

1. Minutes of the November 14, 2022 Regular Meeting Proceedings
2. Minutes of the November 30, 2022 Regular Meeting Proceedings
3. Resolution Designating Polling Places; Domeier
4. Renewal of General Liability and Property Insurance and Authorize Not Waiving of the Statutory Tort Liability on the League of Minnesota Cities Insurance Trust Policy; Bishop
5. Ratify Checks Issued in November 2022; Bishop

Ayes: Balan, Beck Garrido, Hanlon, Hunke

Nays: None. Motion carried.

ANNOUNCEMENTS

Mayor Hanlon provided the upcoming meeting schedule. City Manager Mornson shared the resignation of Public Works Director Stanley.

**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
DECEMBER 6, 2022**

ADJOURNMENT

There being no further business to come before the City Council and upon a motion by Baln, second by Hunke, the meeting was unanimously adjourned at 6:44 p.m.

Respectfully Submitted,
Amy Domeier, City Clerk

ATTEST:

Patrick Hanlon, Mayor

Amy Domeier, City Clerk



Approval of 2023 Union Contract with Local 49

Proposed Action

Staff recommends that the Council approve the following motion: Move to Approve 2023 Union Contract with Local 49.

Overview

The contract calls for an 3.5% wage increase and an internal equity adjustment to some of the classifications due to removing some licenses, premiums that were suppressing the pay maximums compared to Pay Equity comparable positions effective January 1, 2023. The wages are within budget for 2023 and insurance contributions are consistent with other settled unions.

Primary Issues to Consider

- What other economic issues are included in the new contract?
- How does this agreement fit with the 2023 Budget?

Analysis of Issues

What other economic issues are included in the new contract?

The contract recognizes Juneteenth as a paid holiday.

The contract increases Seasonal Disruption pay from \$1.00 to \$2.25

How does this agreement fit with the 2023 Budget?

The cost of the contract is within the 2023 budget.

Alternatives

1. Approve the contract.
2. Do not approve the contract. Staff would have to renegotiate the contract, like leading to mediation or arbitration.

Staff recommends Alternative #1.

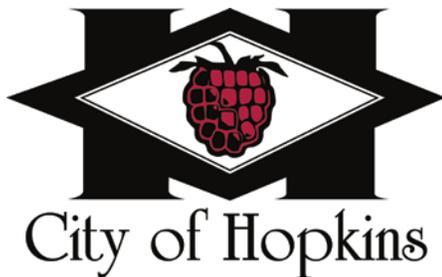
Supporting Information

Local 49 Proposed Contract

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

Ari Lenz, Assistant City Manager

LABOR AGREEMENT
BETWEEN THE
CITY OF HOPKINS
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL No. 49



January 1, 2023 through December 31, 2023

Table of Contents

ARTICLE 1	PURPOSE OF AGREEMENT	4
ARTICLE 2	RECOGNITION	4
ARTICLE 3	UNION SECURITY	4
ARTICLE 4	EMPLOYER SECURITY	5
ARTICLE 5	EMPLOYER AUTHORITY	5
ARTICLE 6	EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE	5
ARTICLE 7	DEFINITIONS	8
ARTICLE 8	SAVINGS CLAUSE	9
ARTICLE 9	WORK SCHEDULES	9
ARTICLE 10	OVERTIME PAY	10
ARTICLE 11	COMP TIME	10
ARTICLE 12	CALL BACK	10
ARTICLE 13	LEGAL DEFENSE	11
ARTICLE 14	RIGHT OF SUBCONTRACT	11
ARTICLE 15	DISCIPLINE	11
ARTICLE 16	SENIORITY	11
ARTICLE 17	PROBATIONARY PERIODS	12
ARTICLE 18	SAFETY	12
ARTICLE 19	JOB POSTING	12
ARTICLE 20	INSURANCE	13
ARTICLE 21	WAGES	14
ARTICLE 22	HOLIDAYS	15
ARTICLE 23	SICK LEAVE	16
ARTICLE 24	FLEX LEAVE	17
ARTICLE 25	VACATIONS	17
ARTICLE 26	STANDBY PAY	18
ARTICLE 27	TUITION REFUND	18
ARTICLE 28	SEVERANCE PAY	19
ARTICLE 29	SEASONAL DISTRUPTION PAY	19
ARTICLE 30	COMMERCIAL DRIVERS LICENSE	19
ARTICLE 31	LIFE INSURANCE	19
ARTICLE 32	UNIFORMS	19
ARTICLE 33	EYEGLOSS REPLACEMENT	20
ARTICLE 34	WAIVER	20
ARTICLE 35	ADVANCE RESIGNATION NOTICE PROGRAM	20
ARTICLE 36	POST EMPLOYMENT HEALTH PLAN	20
ARTICLE 37	DURATION	20
	APPENDIX A	22

1: WAGES	22
2: LICENSES, PREMIUMS & INCENTIVES	22
3: EDUCATIONAL UPGRADE PROGRAM	22
4: MASTER MECHANIC UPGRADE PROGRAM	22
APPENDIX A – 1: WAGES	23
APPENDIX A – 2: LICENSES, PREMIUMS & INCENTIVES	25
APPENDIX A – 3: EDUCATIONAL UPGRADE PROGRAM	27
APPENDIX A – 4: MASTER MECHANIC UPGRADE PROGRAM	31
APPENDIX B	32
1: MOU COMMERCIAL DRIVER'S LICENSE	32
2: MOU CENTRAL PENSION FUND	32
3: MOU SUMMER HOURS	32
4: MOU TRAINEE PROGRAM	32

ARTICLE 1 PURPOSE OF AGREEMENT

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

The intent and purpose of this AGREEMENT is to:

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

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

ARTICLE 2 RECOGNITION

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

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

ARTICLE 3 UNION SECURITY

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

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

ARTICLE 4 EMPLOYER SECURITY

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

ARTICLE 5 EMPLOYER AUTHORITY

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

ARTICLE 6 EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE

6.1 DEFINITION OF A GRIEVANCE

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

6.2 UNION REPRESENTATIVE

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

6.3 PROCESSING OF A GRIEVANCE

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

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

6.4 **PROCEDURE**

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

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

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

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

Step 4. A grievance unresolved in Step 3 and appealed in Step 4 shall be submitted to the Minnesota Bureau of Mediation Services. A grievance not

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

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

6.5 **ARBITRATOR'S AUTHORITY**

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

6.6 **WAIVER**

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

6.7 **CHOICE OF REMEDY**

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

ARTICLE 7 DEFINITIONS

7.1 **Union:** The International Union of Operating Engineers, Local No. 49.

7.2 **Employer:** The City of Hopkins.

7.3 **Union Member:** A member of the International Union of Operating Engineers, Local No. 49

7.4 **Employee:** A member of the exclusively recognized bargaining unit.

7.5 **Base Pay Rate:** The employee’s hourly pay rate exclusive of longevity or any other special allowance.

7.6 **Seniority:** Length of continuous service in any of the job classifications covered by ARTICLE 2 – RECOGNITION. Employees who are promoted from a job classification covered by this AGREEMENT and return to a job classification covered by this AGREEMENT shall have their seniority calculated on their length of service under this AGREEMENT for purposes of promotion, transfer, and lay off and total length of service with the EMPLOYER for other benefits under this AGREEMENT.

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

ARTICLE 8 SAVINGS CLAUSE

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

ARTICLE 9 WORK SCHEDULES

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

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

ARTICLE 10 OVERTIME PAY

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

ARTICLE 11 COMP TIME

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

ARTICLE 12 CALL BACK

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

ARTICLE 13 LEGAL DEFENSE

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

ARTICLE 14 RIGHT OF SUBCONTRACT

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

ARTICLE 15 DISCIPLINE

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

ARTICLE 16 SENIORITY

- 16.1 Seniority will be the determining criterion for transfers, promotions and lay offs only when all job-relevant qualification factors are equal.

16.2 Seniority will be the determining criterion for recall when the job-relevant qualification factors are equal. Recall rights under this provision will continue for twenty-four (24) months after lay off. Recalled employees shall have ten (10) working days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights.

ARTICLE 17 PROBATIONARY PERIODS

17.1 All newly hired or rehired employees will serve a one (1) year probationary period.

17.2 All employees will serve a six (6) months' probationary period in any job classification in which the employee has not served a probationary period.

17.3 At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the EMPLOYER.

17.4 At any time during the probationary period a promoted or reassigned employee may be demoted or reassigned to the employee's previous position at the sole discretion of the EMPLOYER.

ARTICLE 18 SAFETY

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

ARTICLE 19 JOB POSTING

19.1 The EMPLOYER and the UNION agree that permanent job vacancies within the designated bargaining unit shall be filled based on the concept of promotion from within provided those applicants:

19.1.1 have the necessary qualifications to meet the standards of the job vacancy; and

19.1.2 have the ability to perform the duties and responsibilities of the job vacancy.

19.2 Employees filling a higher job class based on the provisions of this ARTICLE shall be subject to the conditions of ARTICLE 17 (PROBATIONARY PERIOD).

19.3 The EMPLOYER has the right of final decision in the selection of employees to fill posted jobs based on qualifications, abilities, and experience.

- 19.4 Job vacancies within the designated bargaining unit will be posted internally for three (3) working days before being posted externally, so members of the bargaining unit can be considered for such vacancies before outside applicants.
- 19.5 It shall be the policy, whenever vacancies appear in the municipal service for full time positions, to fill such vacancies by promotion of other fully qualified permanent or temporary employees insofar as possible based upon employee qualifications and ability to perform the required duties. If there are two (2) or more such permanent employees in line for such promotion who possess equal qualifications, it shall be the policy to give consideration to the senior employee.
- 19.6 A full-time employee who was laid off could be hired back as a seasonal laborer at their full-time rate of pay. These employees would be eligible for insurance benefits. Benefits would begin thirty (30) days after the first day of the month after they are hired. If the employee is on COBRA, the City would pick up the cost of the insurance until the employee became eligible for insurance benefits. After the employee was laid off again they would be eligible for an additional eighteen (18) months of COBRA.

ARTICLE 20 INSURANCE

20.1 Effective January 1, 2023 the EMPLOYER will contribute the following increase amounts based off the total increase for the most expensive plan (for example, if the total increase for the single plan was \$100, the Employer would pay \$95 towards the increase).

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

	1/1/2023
Single	1,117.49
Employee + Spouse	1,835.26
Employee + Child(ren)	1,819.13
Family	1,866.50

- 20.2 Employees with single insurance coverage, who were hired prior to March 1, 2004, will be eligible to commit the difference between single coverage expense and the EMPLOYER contribution to obtain certain mutually agreed appropriate benefits, such as deferred compensation, additional insurance, or cash. If the benefit is taken as cash, the amount will be reduced by payroll taxes.
- 20.3 Employees who choose to opt out of the City's health insurance program will receive Three Hundred Sixty dollars (\$360.00) to obtain certain mutually agreed appropriate benefits. Employees wishing to opt out must provide proof of insurance coverage through another provider. In lieu of the Three Hundred Sixty dollars (\$360.00), employees hired after January 1, 2008, will receive Fifty dollars (\$50.00) per month if they opt out of the City's health insurance program.
- 20.4 In the event that health insurance provisions fail to meet the requirements of the Affordable Care Act (ACA) and its related regulations or cause the Employer to be subject to penalties, taxes, or fines; Union and Employer will meet immediately to bargain over alternative provisions so as to comply with the ACA to avoid and/or minimize any penalties, taxes, or fines for Employer.

ARTICLE 21 WAGES

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

Effective January 1, 2023 Employees wages will be changed to those found in Appendix A-1 Wage Schedule.

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

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

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

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

- 21.3 The Maintenance Worker who is designated as in-charge will be paid the Maintenance Lead Worker Step 7 rate during the hours he or she is in charge.
- 21.4 SEASONAL/TEMPORARY EMPLOYEES. Employees employed by the EMPLOYER on a seasonal or temporary basis for no more than 185 consecutive calendar days per calendar year either in a full-time or part-time capacity (more than 14 hours per week) will be paid at a rate set by the EMPLOYER which will not exceed 90% of the lowest rate for Utility Locator. Such employees will not be eligible for any benefits under this Labor Agreement between the City of Hopkins and Local 49 except those which may be required by law.

ARTICLE 22 HOLIDAYS

22.1 Paid holidays will include those twelve (12) officially established under Minnesota Statutes 645.44 and shown below, except Columbus Day:

- New Years Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Juneteenth*
- July 4th
- Veterans Day
- Labor Day
- Thanksgiving Day
- Christmas Eve*
- Christmas Day
- Plus, the Friday following Thanksgiving

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

22.3 When a holiday as designated in this Article falls on Sunday, the following day (Monday) shall be considered the official observed holiday for employees, or when such holidays fall on Saturday, the preceding day (Friday) shall be considered the official observed holiday for employees.

*Except when Juneteenth or Christmas Eve fall on a Saturday, Sunday, or observed holiday, in these cases employees shall be granted 8 hours of floating holiday time, during the first pay period of the year, in lieu of an observed holiday. Floating holiday time must be used prior to the end of the calendar year. In the event, Minnesota Statutes 645.44 is amended to include Christmas Eve or Juneteenth, the City is authorized with notice to make the adjustments to as necessary.

ARTICLE 23 SICK LEAVE

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

- 23.1 Sick leave with pay shall be granted to all probationary or permanent full-time employees at the rate of one (1) working day per each calendar month of full-time service or major fraction thereof less sick leave used. Permanent part-time employees will receive sick leave credit on a pro-rata basis. Sick leave shall be computed on a calendar basis and may be accumulated.
- 23.2 Sick leave may be granted when necessary for personal illness, legal quarantine or because of serious illness in the employee's family as defined in Minn. Stat § 181.9413 or death of spouse, children, grandparents, grandchildren, parents, brothers, sisters, mother-in-law, or father-in-law of employee.
- 23.3 In order to be eligible for sick leave with pay the employee shall:
- (a) Report promptly to his/her department head the reason for his/her absence;
 - (b) Keep his/her department head at all times fully informed of his/her condition, including written permission to the City Manager to make inquiries of such employee's physician, surgeon, or other health establishment.
 - (c) Submit a medical certificate for any absence at the request of the department head.
 - (d) Furnish upon demand to the City Manager any other information or medical certificate at any time that he/she may require.
- 23.4 No sick leave shall be granted except as permitted in this article and the claiming of sick leave whenever herein prohibited may be cause for disciplinary action, including transfer, suspension, demotion, or dismissal by the City Manager.
- 23.5 Any employee covered by this contract who is unable to work at his/her City occupation because of injuries sustained by him/her during the course of such employment and is, therefore, entitled to or receiving Worker's Compensation, may at his/her written request elect to receive his/her sick leave pay, and may thereupon pay to the City all Worker's Compensation which he/she receives, the same to be credited to his/her sick leave account at his/her then basic monthly rate.

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

ARTICLE 24 FLEX LEAVE

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

LOCAL 49 Flex Leave Accrual Schedule

Flex Leave Accrual Schedule									
Year	Leave	Year	Leave	Year	Leave	Year	Leave	Year	Leave
	Hours		Hours		Hours		Hours		Hours
1	160	6	192	11	216	16	240	21	240
2	168	7	200	12	216	17	240	22	240
3	176	8	200	13	224	18	240	23	240
4	184	9	208	14	232	19	240	24	240
5	192	10	208	15	240	20	240	25	280

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

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

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

ARTICLE 25 VACATIONS

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

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

	Hours
0-5 years	104

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

- 25.2 Vacation leave may be used as earned, provided that the employee's supervisor shall in each case determine the time when such vacation leave may be taken.
- 25.3 Employees may accrue vacation leave to a maximum of 200% of their annual entitlement. Any vacation leave days in excess of the amount hereunder permitted to be accrued may be taken by the employee, after proper notice to and consent by the employee's supervisor, by absence from work on a day to day basis subject to a call for work by the supervisor.
- 25.4 Any employee leaving the municipal service in good standing after giving proper notice of such termination of employment shall be compensated for all vacation leave accrued to the date of separation.
- 25.5 No employee shall be permitted to waive vacation leave for the purpose of receiving double pay.

ARTICLE 26 STANDBY PAY

- 26.1 It is mutually understood and agreed that employees of the Water/ Sewer Division shall be eligible for standby pay to compensate them for additional duties performed.
- 26.2 Employees shall be compensated for one (1) hour at time and one-half (1½) for each day they are required to be on standby duty. Employees shall be compensated for two (2) hours at time and one-half (1½) for each Holiday they are required to be on standby duty. Hours actually worked shall be paid at time and one-half (1½). Standby duty is defined as a seven (7) day period wherein an employee is required to respond to utility calls twenty-four (24) hours per day.
- 26.3 Employees required to be on standby duty on holidays will be paid for the holiday plus time and one-half (1½) for any hours worked.

ARTICLE 27 TUITION REFUND

Employees are eligible to use the Citywide Tuition Reimbursement Program.

ARTICLE 28 SEVERANCE PAY

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

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

ARTICLE 29 SEASONAL DISRUPTION PAY

- 29.1 From November 1st to April 1st each year, any and all employees assigned to snow removal duties including Mechanics and/or other employees assigned to support staff during snow events and ice rank maintenance duties shall receive an additional seasonal disruption pay of \$2.25 for all hours served before 7:00 a.m. and/or after 3:00 p.m. shift Monday- Friday.
- 29.2 Overtime shall apply. This pay is considered a premium and will not be added into overtime base pay calculations.

ARTICLE 30 COMMERCIAL DRIVERS LICENSE

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

ARTICLE 31 LIFE INSURANCE

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

ARTICLE 32 UNIFORMS

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

ARTICLE 33 EYEGLOSS REPLACEMENT

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

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

ARTICLE 35 ADVANCE RESIGNATION NOTICE PROGRAM

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

ARTICLE 36 POST EMPLOYMENT HEALTH PLAN

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

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

ARTICLE 37 DURATION

This AGREEMENT shall be effective as of January 1, 2023, and shall remain in full force and effect until the 31st day of December, 2023.

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

FOR THE CITY OF HOPKINS;

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

Mike Mornson, City Manager

Jason George, Business
Manager

Patrick Hanlon, Mayor

Jonathan Turner, Area
Business Representative

Bobby Conrad, Union Steward

APPENDIX A

1: WAGES

2: LICENSES, PREMIUMS & INCENTIVES

3: EDUCATIONAL UPGRADE PROGRAM

4: MASTER MECHANIC UPGRADE PROGRAM

APPENDIX A – 1: WAGES

The following are the wages for the length of the contract.

Maintenance Worker

STEP	1/1/2023
1	\$ 27.05
2	\$ 27.76
3	\$ 28.48
4	\$ 29.19
5	\$ 29.87
6	\$ 30.57
7	\$ 31.27
8	\$ 31.95
9	\$ 32.67
10	\$ 33.36
11	\$ 34.04

Equipment Specialist

STEP	1/1/2023
1	\$ 30.66
2	\$ 31.35
3	\$ 32.29
4	\$ 33.15
5	\$ 34.00
6	\$ 34.87
7	\$ 35.72
8	\$ 36.57
9	\$ 37.45
10	\$ 38.30
11	\$ 39.14

Utilities Assistant

STEP	1/1/2021
1	\$ 24.88
2	\$ 25.37
3	\$ 25.88
4	\$ 26.44
5	\$ 27.15
6	\$ 27.86
7	\$ 28.56
8	\$ 29.26
9	\$ 29.96
10	\$ 30.66
11	\$ 31.35

Utilities Worker

STEP	1/1/2023
1	\$ 27.19
2	\$ 27.98
3	\$ 28.75
4	\$ 29.54
5	\$ 30.30
6	\$ 31.09
7	\$ 31.86
8	\$ 32.65
9	\$ 33.43
10	\$ 34.21
11	\$ 34.98

Lead Worker (Includes Utilities)

STEP	1/1/2023
1	\$ 31.10
2	\$ 31.95
3	\$ 32.81
4	\$ 33.67
5	\$ 34.52
6	\$ 35.39
7	\$ 36.24
8	\$ 37.08
9	\$ 37.96
10	\$ 38.81
11	\$ 39.66

APPENDIX A – 2: LICENSES, PREMIUMS & INCENTIVES

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

Maintenance Worker

Required Licenses:

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

Eligible Premiums & Incentive Pay:

Educational Incentive (Appendix A-3)	\$0.50
Seasonal Disruption (Appendix A-5)	

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

Forestry Assignment (License Required)	\$1.00
Refuse Assignment	\$0.75
Traffic Assignment	\$0.50
Pesticide Assignment (License Required)	\$0.35

Lead Maintenance Worker

Required Licenses:

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

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

Tree Inspector (Forestry)

Eligible Premiums & Incentive Pay

Seasonal Disruption (Appendix A-5)

Equipment Specialist

Required Licenses:

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

Eligible Premiums & Incentive Pay:

Master Mechanic (Appendix A-4)	\$0.50
Seasonal Disruption (Appendix A-5)	

UTILITIES ASSISTANT

Required Licenses:

Class B Commercial Driver's License

Eligible Premiums & Incentive Pay:	
D Sewer or Water License	\$0.25
C Sewer or Water License	\$0.35
B Sewer or Water License	\$0.45
Combination B & C Sewer & Water Licenses	\$0.70
B & SB Sewer & Water Licenses	\$1.00

UTILITIES WORKER

Required Licenses:

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

Eligible Premiums & Incentive Pay:	
C Sewer or Water License	\$0.35
B Sewer or Water License	\$0.45
Combination B & C Sewer & Water Licenses	\$0.70
B & SB Sewer & Water Licenses	\$1.00

UTILITIES LEADWORKER

Required Licenses:

- B & SB Sewer & Water Licenses
- Class A-CDL

EXCEPTIONS

The following individuals are Legacy at the rates provided below:

Educational Incentive:

Kelly Cronk - \$1.00

Charles Allen - \$1.00

A-CDL:

Nick Rice - \$0.25

Kelly Cronk - \$0.25

Chuck Allan - \$0.25

Paul Nelson- \$0.25

Assignments:

Refuse - Terry Haigh - \$1.00

APPENDIX A – 3: EDUCATIONAL UPGRADE PROGRAM

I. PURPOSE

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

II. PROGRAM REQUIREMENTS

Following are the requirements:

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

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

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

III. RESPONSIBILITIES

Employee and Employer responsibilities are as follows:

- a) Supervisors will progress in the program as a part of the yearly employee performance review, using the attached progress report form.
- b) Whenever a change to the approved education program is needed, the employee is responsible for first submitting a description of the change and obtaining supervisor approval – a progress report form is used.
- c) The employee is responsible for registering for classes and for all other administrative duties regarding the education program.

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

IV. TUITION REIMBURSEMENT

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

V. DISPUTE RESOLUTION

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

VI. GENERAL

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

CITY OF HOPKINS

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

NAME: _____

DIVISION: _____

CURRENT STEP STATUS: _____

YEARS OF CITY SERVICE: _____

DESCRIPTION OF CAREER DEVELOPMENT PROGRAM

NUMBER OF CEU's REQUIRED TO EARN PREMIUM: _____

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

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

SUPERVISOR APPROVAL/COMMENTS:

Supervisor Signature/ Date

Employee Signature

Date

CITY OF HOPKINS

**EDUCATION UPGRADE PROGRAM
PROGRESS REPORT**

NAME: _____

DIVISION: _____

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

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

CHANGES TO CAREER DEVELOPMENT PROGRAM:

EXPECTED PROGRAM SCHEDULE/ COMPLETION:

OTHER CAREER DEVELOPMENT PROGRAM REQUIREMENTS:

Employee Signature

Date

Supervisor Signature

Date

APPENDIX A – 4: MASTER MECHANIC UPGRADE PROGRAM

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

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

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

APPENDIX B

1: MOU COMMERCIAL DRIVER'S LICENSE

2: MOU CENTRAL PENSION FUND

3: MOU SUMMER HOURS

4: MOU TRAINEE PROGRAM

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

Commercial Driver's License

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

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

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

This Memorandum will remain in effect from January 1, 2023 through December 31, 2023.

For the City of Hopkins;

For IUOE, Local 49;

Mike Mornson, City Manager

Jonathan Turner, ABR

Dated _____

Dated _____

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

Central Pension Fund

The City of Hopkins agrees to participate in the Central Pension Fund of the International Union of Operating Engineers and Participating Employers ("Central Pension Fund") in accordance with the terms of the Restated Agreement and Declaration Trust of the Central Pension, the Plan of Benefits, and this Memorandum of Understanding.

1. Minnesota Statute § 356.24, Subd. 1(10) expressly authorizes the Employer to contribute public funds to the Central Pension Fund as a supplemental pension plan for the employees of a governmental subdivision who are covered by a collective bargaining agreement that provides for such coverage.
2. Sections 4.1 of the Restated Agreement and Declaration of Trust of the Central Pension Fund and 13.01 of the Plan of Benefits only permits Employer Contributions to the Fund.
3. The Parties agree that the agreed upon Employer contribution amount that would otherwise be paid in salary or wages will be contributed instead to the CPF as a pre-tax Employer contribution. Contributions from the Employer will not be funded from any other source unless agreed upon by the parties.
4. The hourly contribution rate will be applied to every hour compensated (i.e. hours worked, vacation, holiday and sick time) except for overtime hours worked. The Employer shall remit this contribution directly to the Central Pension Fund at 4115 Chesapeake Street N.W., Washington D.C. 20016.
5. A contribution cap of \$2.40 per hour worked (excluding overtime) prevents annual Central Pension Fund contributions on behalf of eligible Employees from exceeding \$5,000.00 in a year and therefore complies with the limitations set forth under Minnesota Statute, §356.24, Subd. 1(10) as amended.
6. For purposes of determining future wage rates, the Employer shall first restore the amount of the Employer Contribution, which is currently the CPF contribution rate of \$.50 per hour, then apply the applicable wage multiplier, then reduce the revised wage by the Central Pension Fund contribution rate.
7. For purposes of calculating overtime compensation, the Employer shall first restore the amount of the Employer Contribution (\$.50 per hour) then apply the applicable 1.5 wage multiplier required under the Fair Labor Standards Act (FLSA) and the Collective Bargaining Agreement, then pay the resulting amount for overtime worked.

8. The Parties agree that the Public Employees Retirement Association (PERA) interprets Employer contributions to the Central Pension Fund as being included in determining "salary" for the purposes of the public pension.
9. The parties agree to abide by the terms and conditions of the Restated Agreement and Declaration of Trust and the Plan of Benefits of the Central Pension Fund.
10. Effective 2-28-11 the contribution rate equals \$.50 per hour worked (excluding overtime).
11. Members, by majority vote, may change the contribution rate at any time during the life of the Collective Bargaining Agreement. The Union and Employer will work together to implement member approved changes as soon as is practicable.

For the City of Hopkins:

For IUOE, Local 49:

Mike Mornson, City Manager

Jonathan Turner, ABR

Dated _____

Dated _____

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

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

For the City of Hopkins:

For IUOE, Local 49:

Mike Mornson, City Manager

Jonathan Turner, ABR

Dated _____

Dated _____

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

TRAINEE JOB CLASSIFICATION

WHEREAS, City of Hopkins (hereinafter the “City”) and the International Union of Operating Engineers, Local 49 (hereinafter the “Union”) are parties to a Collective Bargaining Agreement in effect from January 1, 2023, through December 31, 2023; and

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

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

1. The Trainee job classification is considered non-permanent and limited in duration.
2. There shall be no more than two (2) Trainees on staff at any time.
3. Trainee salary will be set at the City’s discretion and will not exceed 90% of the step 1 salary in first year, and 90% of the step 2 salary in the second year, of the position for which they are in a training program.
4. Trainees are not eligible for any premium pay.
5. Trainees are eligible for overtime, or compensatory time only after it has been offered to all eligible full-time employees.
6. Trainees will not accrue seniority. The Trainee classification shall be probationary in nature and not included in (Article 15-Discipline). Trainees shall receive all other Local 49 contractual benefits.
7. Time spent in the Trainee job classification does not count towards probationary time for any Trainees hired into any other job classifications.
8. Trainee may be discharged without the right of grievance or appeal while in the training program.
9. No individual Trainee will be in the Trainee job classification for longer than two (2) years.
10. Trainees that successfully complete this program will be considered as meeting all minimum requirements with applicable grace periods when applying for Maintenance Worker job openings. Current trainees may apply for internal job postings (Article 19 – Job Posting) and will be considered only after all other internal transfers from other job classifications.
11. All full-time positions in the Union’s bargaining unit must be filled while Trainees are on staff. (A reasonable amount of time will be allotted to fill vacant positions through the City’s hiring process for any full-time positions that become vacant because of retirement, resignation, termination, etc.). There are currently 24 full-time positions in the Union’s bargaining unit.
12. This memorandum of understanding will be revisited and reviewed as necessary if/when issues arise.

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

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

This Memorandum will remain in effect from January 1, 2023 through December 31, 2023.

For the City of Hopkins;

For IUOE, Local 49;

Mike Mornson, City Manager

Jonathan Turner, ABR

Dated _____

Dated _____



Approval of 2023 Insurance MOU with LELS #171

Proposed Action

Staff recommends that the Council approve the following motion: Move to Approve 2023 Insurance Rate MOU with LELS #171

Overview

The MOU calls for insurance contributions are consistent with other settled unions. The cost of the contract is within the 2023 budget.

Alternatives

1. Approve the MOU
2. Do not approve the MOU. Staff would have to renegotiate the insurance rates, likely leading to mediation or arbitration.

Staff recommends Alternative #1.

Supporting Information

MOU with LELS #171

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

Ari Lenz, Assistant City Manager

Memorandum of Understanding
Between the City of Hopkins and
Law Enforcement Labor Services, INC. Local #171
2023 Insurance Rates

WHEREAS, City of Hopkins (hereinafter the “City”) and Law Enforcement Labor Services, INC. #171 (hereinafter the “Union”) are parties to a Collective Bargaining Agreement in effect from January 1, 2021 through December 31, 2023; and

WHEREAS, the contract included an opener for health insurance for 2023 in Article 15 Insurance; and

WHEREAS, the parties have come to an agreement regarding rate increases for 2023;

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

Effective January 1, 2023 the EMPLOYER will contribute the following:

Single	\$1,117.49
Single +1/ +Children	\$1,835.26
Single +Children	\$1,819.13
Family	\$1,866.50

This Memorandum will remain in effect from January 1, 2023 through December 31, 2023.

FOR THE CITY OF HOPKINS;

FOR L.E.L.S., Local #171

Patrick Hanlon, Mayor

Darin Hill, Union

Mike Mornson, City Manager



AMENDMENT TO TIF SPENDING PLAN

Proposed Action

Staff recommends adoption of the following motion: Following the public hearing, move to approve the Amended TIF Spending Plan.

Overview

The proposed amendment is to update the Spending Plan to reflect commitments made for Enclave’ proposed redevelopment of 1106 Mainstreet. On September 21, 2021, both the City’s HRA and the City Council approved a TIF Spending Plan (the Plan) pursuant to special general legislation approved in 2021 to use unobligated TIF funds to promote construction of private developments and job creation. The Plan originally outlined two major redevelopment projects for funding:

Trilogy’s proposed three-phase redevelopment located at 1009 Hill Street and 8594 and 8490 Excelsior Boulevard consisting of multifamily housing, commercial space and underground parking. Total of \$1,370,000 approved (\$685,000 each for Phase I and Phase II); and

Alatus’ proposed redevelopment located at 325 Blake Road consisting of multifamily market rate and affordable housing, sr. cooperative, town homes; underground and structured parking, and commercial space. Total of \$3,750,000 approved.

Since approval in 2021, the City and HRA have approved \$1,250,000 in funding for Enclave’s redevelopment proposed at 1106 Mainstreet consisting of multifamily housing, commercial space and underground parking. Because this project was not originally listed in the Plan, it was determined the Plan should be modified to include it, add language to allow any future projects not yet identified if funding is still available and hold a new public hearing at the City Council.

After approval, staff will forward the Plan to the State, and make the transfers to a separate fund as required by statute by the end of the year. The dollars will then be provided to the developments pursuant to the various approved agreements prior to December 31, 2025.

Primary Issues to Consider

The amendment reflects obligations previously committed and allows for some flexibility if additional funds are available.

Supporting Information

- Amended Spending Plan for TIF District 1-2, 2-9 and 2-11

Kersten Elverum
Director of Planning & Development

Financial Impact: \$0 Budgeted: _____ Source: _____
Related Documents (CIP, ERP, etc.): _____

Original Adoption Date:
HRA Adoption Date: September 21, 2021
CITY Adoption Date: September 21, 2021

Modified Adoption Date:
HRA Adoption Date: December 20, 2022
CITY Adoption Date: December 20, 2022



Hopkins Housing and Redevelopment Authority

City of Hopkins,
Hennepin County, Minnesota

SPENDING PLAN

TIF District 1-2 (Entertainment District)

TIF District 2-9 (Oaks of Main)

TIF District 2-11 (Super Valu)



Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, Minnesota 55113

BUILDING COMMUNITIES. IT'S WHAT WE DO.

SPENDING PLAN

FOR TIF DISTRICTS 1-2 (ENTERTAINMENT DISTRICT), 2-9 (OAKS OF MAIN), AND 2-11 (SUPER VALUE)

I. PURPOSE

The Hopkins Housing and Redevelopment Authority (the "Authority") administers the Tax Increment Financing Districts listed above (the "TIF Districts") in the City of Hopkins, Minnesota (the "City"), and proposes to adopt a Spending Plan for the TIF Districts in accordance with Minnesota Statutes, Section 469.176 Subd. 4n (the "Act").

The purpose of the Spending Plan is to develop or redevelop sites, lands or areas within the City in conformity with the City's Comprehensive Plan or other City plans or objectives by using available tax increments from the TIF Districts to provide improvements, loans, interest rate subsidies, or assistance in any form to private development consisting of the construction or substantial rehabilitation of buildings and ancillary facilities, which will create or retain jobs in this state, including construction jobs.

II. PLAN

The Authority is authorized as follows:

(a) To use available tax increments from the TIF Districts to provide improvements, loans, interest rate subsidies, or assistance in any form to private development consisting of the construction or substantial rehabilitation of buildings and ancillary facilities (the "Projects") in financing assistance to further the goals in the City's Comprehensive Plan or other City plans or objectives, if doing so will create or retain jobs in the state, including construction jobs, that the private development will commence before December 31, 2025 (unless a later commencement date is authorized by law); and that such construction would not have commenced before December 31, 2025 without the assistance under this Spending Plan. Preference for financing assistance will be for acquisition, environmental remediation, demolition, soil corrections, site preparation, underground parking, public improvements, utilities, roads and affordable housing. Identified redevelopments include but are not limited to the following:

Trilogy's proposed three-phase redevelopment located at 1009 Hill Street and 8594 and 8490 Excelsior Boulevard consisting of multifamily housing, commercial space and underground parking;

Alatus proposed redevelopment located at 325 Blake Road consisting of multifamily market rate and affordable housing, sr. cooperative, town homes; underground and structured parking, and commercial space; and

Enclave redevelopment proposed at 1106 Mainstreet consisting of multifamily housing, commercial space and underground parking.

The Authority retains the right to finance other projects other than those identified as they arise and dollars remain available under the Spending Plan. The Projects shall

commence and dollars incur redevelopment costs prior to December 31, 2025 (unless a later commencement date is authorized by law) and constitute Projects that would not commence by such date without the assistance provided pursuant to this Spending Plan.

(b) To amend the budget set forth in the Tax Increment Financing Plans for the TIF Districts as necessary to provide for the assistance authorized by this Spending Plan.

(c) To take any other action necessary and authorized under the Act in connection with the construction or substantial rehabilitation of facilities of the type described in clause (a) above.

The assistance provided pursuant to this Plan shall be subject to Minnesota Statutes, Sections 116J.993 to 116J.995 (the "Business Subsidy Law"), if applicable, and shall be subject to the City's Business Subsidy Policy.

This Spending Plan authorizes, but does not obligate, the Authority to spend Unobligated Tax Increment. Any obligation to provide assistance under this Spending Plan must be evidenced by a contract approved by the Board of Commissioners of the Authority, entered into with a private party who otherwise meets the requirements of this Spending Plan and the Act.

The City and the Authority may amend this Spending Plan at any time in accordance with the procedures for approval of the Spending Plan under the Act.

Authority staff are authorized and directed to maintain a copy of this Spending Plan with the records of the Authority for the TIF Districts and to file a copy of the Spending Plan with the Office of the State Auditor.

City of Hopkins

By _____

Its Mayor

Hopkins Housing and Redevelopment Authority

By _____

Its President



December 20, 2022

Council Report 2022-117

**Resolution Approving an On-Sale Intoxicating Liquor License with Sunday Sales
for Cocina Nova LLC DBA K'Kinaco**

Proposed Action

Staff recommends adoption of the following motion: Move to adopt Resolution 2022-083 Approving an On-Sale Intoxicating Liquor License with Sunday Sales for Cocina Nova LLC DBA K'Kinaco.

Overview

Cocina Nova LLC submitted an application for an on-sale intoxicating liquor license with Sunday sales at K'Kinaco, a new restaurant to be located at 922 Mainstreet (formerly Samba). The licensed premise includes the interior space area at 922 Mainstreet. Owners plan to open K'Kinaco in January.

The Police Department and City Clerk reviewed the application for the liquor licenses requested and conducted a background investigation as required by state and local law. Staff has no reservations in approving the licenses based upon the results of the investigation.

Upon City Council approval of the liquor licenses requested, the State applications will be submitted to the Minnesota Department of Public Safety, Alcohol and Gambling Enforcement Division, for certification. The liquor licenses will become effective upon all conditions being met in Resolution 2022-084 and will expire on June 30, 2023, subject to any subsequent renewals.

Supporting Information

- Resolution 2022-083
- The complete application is on file in the City Clerk's office.

Amy Domeier, City Clerk

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2022-083

**RESOLUTION APPROVING AN ON-SALE
INTOXICATING LIQUOR LICENSE WITH SUNDAY SALES FOR
COCINA NOVA LLC DBA K’KINACO, WITH CONDITIONS**

WHEREAS, Cocina Nova LLC DBA K’Kinaco, submitted an application for an on-sale intoxicating liquor license with Sunday sales to be located at 922 Mainstreet, Hopkins; and

WHEREAS, the City Council has reviewed the application as it is on file with the City Clerk; and

WHEREAS, the Hopkins Police Department has reviewed the application as it is on file with the City Clerk and has no reservations about the license being issued.

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

1. The council approves an on-sale intoxicating liquor license with Sunday sales for Cocina Nova LLC DBA K’Kinaco, for the premise located at 922 Mainstreet. The licensed premise includes the interior space at 922 Mainstreet.
2. The licenses are conditioned on the applicant’s ongoing compliance with its application that is on file with the City Clerk, and is further subject to the following:
 - A. All terms and conditions of the City Code Chapter 4, Alcoholic Beverages, and Minnesota Statutes, Chapter 340A.
 - B. Final inspection by the City Building Official.
 - C. Final inspection by the City Fire Marshal.
 - D. Final inspection by the Hennepin County Health Inspector.
3. The on-sale intoxicating license issued herein is further conditioned on the existence and operation of a restaurant, as that term is defined in Hopkins City Code, section 4-1(b), within the licensed premises.
4. Upon adherence with the contingencies set forth herein, the Mayor and City Clerk are hereby authorized to execute said licenses.
5. The licenses shall expire at 11:59 p.m. on June 30, 2023, subject to subsequent renewals.

Adopted by the City Council of the City of Hopkins this 20th day of December, 2022.

Patrick Hanlon, Mayor

ATTEST:

Amy Domeier, City Clerk



First Reading of Ordinance 2022-1186, Amending the Hopkins City Code Related to Reasonable Accommodations and Reasonable Accommodation Fees for 2023

Proposed Action

Staff recommends that the Council approve the following motion: Motion to approve Ordinance 2022-1186, Amending the Hopkins City Code Related to Reasonable Accommodations and Reasonable Accommodation Fees for 2023.

Overview

In October of 2021, the City Council adopted a procedure to be in compliance with the Federal Fair Housing Act of 1988, the City is expected to provide reasonable accommodations to persons with a disability, as defined by Federal law, regarding the application of zoning and other city regulations in regard to providing fair housing. The full staff report and ordinance which was adopted [can be found here](#).

In time since adopting the ordinance, Staff has had two requests through this process which have informed the decision to make changes to the ordinance.

First, Staff proposes making changes to the way notifications to the public are delivered. Currently, any person who makes a comment on a reasonable accommodation request during the comment period should be mailed information on the determination in the case. Staff has found that many people choose to email their comments, rather than send them in writing and may not include their mailing address. The ordinance update would allow the reasonable accommodation specialist the ability to send this notice is either writing or via email.

Secondly, Staff proposes adding the requirement that any business must add additional disclosures if they are providing housing. This requirement is to ensure staff has all information regarding the applicant to best protect the health, safety, and welfare of potential residents.

Finally, Staff has added language about collecting an escrow fee from the applicant, as well as the requirement to pay back any additional legal fees at the discretion of the City. Staff has found that these requests can have large fees associated with time spent by the City Attorney and feels that cost burden should fall on the applicant, rather than the City.

Staff, along with feedback from the City Attorney, recommend the changes proposed tonight.

Supporting Information

- Ordinance 2022-1186 Amending the Hopkins City Code Related to Reasonable Accommodations and Reasonable Accommodation Fees for 2023.

Peggy Sue Imihy Bean

Peggy Sue Imihy Bean, AICP
Management Analyst

CITY OF HOPKINS
Hennepin County, Minnesota

ORDINANCE NO. 2022-1186

**AN ORDINANCE AMENDING SECTION 1-21 OF THE CITY OF HOPKINS CITY CODE
RELATED TO REQUESTS FOR REASONABLE ACCOMMODATION AND
AMENDING THE HOPKINS CITY CODE RELATED TO REASONABLE
ACCOMMODATIONS AND REASONABLE ACCOMMODATION FEES FOR 2023.**

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

SECTION 1. Section 1-21 of the Hopkins City Code is hereby amended to add the double-underlined language and delete the ~~stricken~~ language as follows:

Sec. 1-21. Reasonable accommodation requests.

(a) *Purpose.* It is the policy of the city, pursuant to the Federal Fair Housing Amendments Act of 1988 to provide reasonable accommodation in the application of zoning and other regulations for qualified persons with disabilities seeking fair and equal access to housing. Reasonable accommodation means providing a qualified person with flexibility in the application of land use, zoning and other regulations or policies (including the modification or waiver of certain requirements), when it is necessary to eliminate barriers to fair housing opportunities. The purpose of this article is to establish a process for making and acting upon requests for reasonable accommodation.

(b) *Definitions.*

Accommodation specialist: City staff appointed by the city manager or their designee to coordinate and administer the reasonable accommodation process outlined in Hopkins City Code section 1-21.

Qualified person: Any individual with a disability, their representative, or a developer or provider of housing for an individual with a disability.

Disability: Those disabilities which are recognized under applicable federal law.

Reasonable accommodation: Process by which the city may provide a qualified person flexibility in the application of land use, zoning, or other regulations.

(c) *Initiation of reasonable accommodation request.* Any qualified person who requests a reasonable accommodation in the form of modification in the application of a zoning or other regulation which may act as a barrier to fair housing opportunities due to the disability of existing or proposed residents, may do so on an application form provided by the city's accommodation specialist. The application shall include a detailed explanation of why the accommodation is reasonably necessary to make the specific housing available to the person(s), including information establishing that the applicant is disabled under applicable laws, as well as other information required by the accommodation specialist to make the determination. If the project for which the request is being made also requires an additional land use review or approval, the applicant shall file the request concurrently with the land

use review. Notice of such reasonable accommodation request shall be mailed within 15 days of receipt of a complete reasonable accommodation request application to each owner of affected property and property situated wholly or partly within 500 feet of the property to which the reasonable accommodation request relates. For the purpose of giving mailed notice, the accommodation specialist may use any appropriate records to determine the names and addresses of owners. A copy of the notice and a list of the owners and addresses to which the notice was sent shall be attested to by the accommodation specialist and shall be made a part of the records of the proceedings. The failure to give mailed notice to individual property owners, or defects in the notice shall not invalidate the proceedings, provided a bona fide attempt to comply with this notice requirement has been made. Any person providing comments regarding the reasonable accommodation request must provide such comments to the accommodation specialist within 14 days of the date of the notice.

If the qualified individual is a developer or provider of housing and is a business, including for profit and non-profit businesses, the application shall include additional disclosures as required by the reasonable accommodation specialist.

(d) *Accommodation specialist: Required findings.* The accommodation specialist, in consultation with other appropriate city staff, shall have the authority to consider and act on requests for reasonable accommodation. The accommodation specialist shall issue a written decision in which the request is approved, approved subject to conditions, or denied. In making the decision as to whether an accommodation is reasonable, the following factors shall be considered:

- (1) Special need created by the disability;
- (2) Potential benefit that can be accomplished by the requested accommodation;
- (3) Need for the requested accommodation, including alternatives that may provide an equivalent level of benefit;
- (4) Physical attributes of and any proposed changes to the subject property and structures;
- (5) Potential impact on surrounding uses;
- (6) Whether the requested accommodation would constitute a fundamental alteration of the zoning regulations, policies, or procedures of the city, and/or nature of the area in which the accommodation is being requested;
- (7) Whether the requested accommodation would impose an undue financial or administrative burden on the city;
- (8) Whether the requested accommodation is likely to have any negative impacts on the health, safety, or general welfare of members of the community, and
- (9) Any other factor that may be determined to have a bearing on the request.

Any approval issued under this section may include such reasonable conditions that the accommodation specialist deems necessary to mitigate any adverse impacts that the granting of such reasonable accommodation may produce or amplify.

(e) *Notice of decision.* The written decision of the accommodation specialist shall be mailed to the applicant ~~and any person providing comments pursuant to paragraph (c) of this section~~ within five business days of such decision being made. Any person providing comments

pursuant to paragraph (c) will receive a notification via written or electronic means that a decision has been made and such notification shall include instructions on how to obtain a copy of the decision. All written decisions shall give notice of the right to appeal a decision of the accommodation specialist pursuant to section 1-21. The decision of the accommodation specialist shall constitute the final decision of the city, unless appealed according to the procedures and within the time limits provided in section 1-21. Only the aggrieved applicant of the written reasonable accommodation determination has a right to appeal the decision.

A reasonable accommodation approved under this section shall become effective on the first calendar day following expiration of the right to appeal.

- (f) *Applicability.* Any approved request shall constitute a limited license which shall allow the property owner or occupant to continue to rely upon such accommodation only so long as they own or occupy the property. Approval of a reasonable accommodation does not constitute a property right, does not run with the land, and does not provide future owners or occupants any rights to rely upon such accommodation approvals. Only the person who applied for such reasonable accommodation, and who is specifically named in the city's approval of such accommodation, shall be entitled to the benefits and protections thereof. The holder of an approved reasonable accommodation license hereunder shall, on or before January 1st of each year, provide the city with an updated affirmation that the reasonable accommodation is still necessary. In the event that the accommodations specialist has reasonable cause to believe that the factors supporting the original approval of a reasonable accommodation have changed, the accommodation specialist may request additional information from the license holder. Failure to annually reaffirm the need for the reasonable accommodation, or failure to provide information reasonably requested by the accommodation specialist shall result in automatic termination of the reasonable accommodation upon written notice by the accommodation specialist.
- (g) *Conditions and guarantees.* Prior to the issuance of any permits relative to an approved reasonable accommodation request, the accommodation specialist may require the applicant to record a covenant acknowledging and agreeing to comply with the terms and conditions established in the determination.
- (h) *Appeals.* Any decision reached by the accommodation specialist pursuant to section 1-21 shall be subject to appeal to the city council by those persons with a right to appeal as provided herein. All appeals shall be initiated by submitting a notice of appeal, in writing, to the accommodation specialist within 30 days of the date upon which the decision was made. Upon notice of appeal, the city manager or their designee shall present such appeal to the city council for action within 30 days. The accommodation specialist shall also serve notice of such appeal on all parties entitled to receive notice of a decision issued under section 1-21 – notice to persons who made comments in accordance with paragraph (c) shall be provided notice of the appeal via written or electronic means, at the discretion of the accommodation specialist. Following a hearing on such appeal, the city council shall issue its findings, in writing, within 30 days.
- (i) Fees for applications under this section 1-21 may be set by city council resolution.
- (j) If the qualified individual is a business, whether for profit or a nonprofit, and the business is a developer or provider of housing that is not licensed by the State of Minnesota, the

business will be required to pay the actual costs of review of the application and will be required to place \$3000, or an amount determined by the accommodation specialist based on the estimated costs for reviewing the application, into an escrow account which the city can draw down to cover the actual costs of review of the application. If the actual cost of reviewing the application exceeds \$3,000, then the City may charge the additional amount to the applicant. Payment of the additional amount will be a condition of granting the requested accommodation. This subsection is intended to conform to the City's practices in other development and housing contexts.

SECTION 2. Appendix A of the Hopkins City Code is hereby amended to add the double-underlined language and delete the stricken language as follows:

Reasonable Accommodations		
	<u>Base Fee</u>	<u>Escrow</u>
Reasonable accommodation request	\$500.00	<u>\$3000 or based on estimate</u>
Appeal to reasonable accommodation decision	\$300.00	

SECTION 3. The effective date of this ordinance shall be the date of publication.

First Reading: December 20, 2022

Second Reading: January 3, 2023

Date of Publication: January 12, 2023

Date Ordinance Takes Effect: January 12, 2023

By: _____
Patrick Hanlon, Mayor

ATTEST:

Amy Domeier, City Clerk