

**HOPKINS CITY COUNCIL
AGENDA
Tuesday, November 14, 2023
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. Adopt a Proclamation Recognizing November as Native American Heritage Month; Imihy Bean

IV. CONSENT AGENDA

1. Minutes of the October 17, 2023, City Council Regular Meeting Proceedings
2. Minutes of the October 17, 2023, City Council Closed Meeting Proceedings
3. Approval of the 2024 Meeting Schedule; Domeier
4. Approval of 2024-2026 Contract with AFSCME; Lenz
5. Approval to Enter into the West Metro Drug Task Force Co-operative Agreement; Johnson
6. Ratify Checks Issued in October 2023; Bishop
7. Resolution Increasing Water and Sanitary Sewer Rates Effective January 1, 2024; Bishop

V. PUBLIC HEARINGS

1. Public Improvement Hearing - 2024 Street and Utility Improvements, City Project 2023-10; Klingbeil

VI. OLD BUSINESS

VII. NEW BUSINESS

1. Resolutions Supporting Grant Funding Applications for the Reconstruction of 17th Avenue; Howard/Klingbeil
2. Canvass Official Results of the November 7, 2023, General Election; Domeier
3. First Reading: Extension of an Interim Ordinance Authorizing a Study and Imposing a Moratorium on the Operations of Cannabis Businesses within the City of Hopkins until January 1, 2025; Domeier
4. Third Quarter Financial Report and Public Safety Funding Update; Bishop

VIII. PUBLIC COMMENT

IX. ANNOUNCEMENTS

- Next City Council Regular Meeting: November 21 at 6:30 p.m.

X. ADJOURN



Administration

CITY OF HOPKINS

City Council Report 2023-123

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

From: PeggySue Imihy Bean, Special Projects and Initiatives Manager

Date: November 14, 2023

Subject: Adopt a Proclamation Recognizing November as Native American Heritage Month

RECOMMENDED ACTION

MOTION TO Adopt a Proclamation Native American Heritage Month.

OVERVIEW

The City of Hopkins sits on the ancestral lands of the Dakota peoples, and is also home to the Anishinaabe peoples. Minnesota is home to 11 federally recognized tribes, and the name of our state, Minnesota comes from the Dakota word 'Mni Sóta' meaning meaning slightly cloudy waters or waters that reflect the sky.

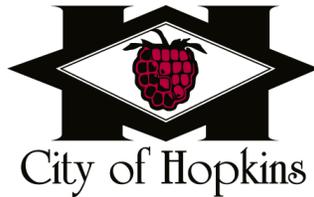
The Dakota people, and Indigenous Americans across the United States have suffered great injustice since the time settlers reach America. Including the forced displacement from their lands, treaties which were not honored by the United States, and the forced removal and assimilation of Indigenous children through the boarding school system. Despite these challenges, many Indigenous traditions, celebrations and people thrive. Starting first as a single day to honor indigenous people across the U.S., Native American Heritage Month was first celebrated in 1990. This month recognizes and celebrates the invaluable contributions of Native peoples that have shaped our country and honor the hundreds of Tribal Nations who continue exercising their inherent sovereignty.

Earlier this month, City Staff along with other members of the Hopkins Race and Equity Initiative (HREI) took an afternoon to celebrate Indigenous food, culture and art. Members visited the [Indigenous Food Lab](#) at Midtown Global Market for lunch and then visited the Minneapolis Institute of Art to explore the exhibit, [In Our Hands: Native American Photography, 1890 to now](#). These rich experiences demonstrate the grief, joy and perseverance of Indigenous Peoples. For those interested in learning more about how to celebrate and honor the Indigenous community this month, experiences like these are a great place to start.

Tonight, the City recognizes Native America Heritage Month, and acknowledges the meaningful and important contributions of Indigenous community members and Staff.

SUPPORTING INFORMATION

- Proclamation Recognizing Native American Heritage Month



A Proclamation Recognizing Hispanic Heritage Month

WHEREAS, the Indigenous People of the Wahpekute (northern) bands of the Dakota Nation have lived upon and travelled the land of modern-day Hopkins since time immemorial; and; and

WHEREAS, the Wahpekute People of the Dakota Nation were subject to ethnic cleansing and displaced from their homeland through coerced acceptance of land cession treaties, particularly those of 1837 and 1851, which were inequitable from the start and ultimately executed in bad faith by local and federal government entities; and

WHEREAS, the City of Hopkins strives to eliminate systemic racism and discrimination towards Indigenous Peoples, to celebrate and honor Indigenous People to better honor their experiences and to hold in esteem their roots, history, and contributions to our culture; and to dedicate to this effort a month of intentional reflection; and

WHEREAS, November is recognized as National Native American Heritage month; and

WHEREAS, the City of Hopkins recognizes the month of November 2023 as Native American Heritage Month to promote authentic appreciation, tolerance, reconciliation, understanding, friendship, and continued partnerships among all of its people and the Indigenous Peoples of this land;

NOW THEREFORE, I, Patrick Hanlon, Mayor of the City of Hopkins in the State of Minnesota, along with my fellow Council Members, recognize, adopt, and proclaim the month of November as Native American Heritage Month in the City of Hopkins, and urge all residents to accept and honor each person's uniqueness, seeing it as a natural and beautiful part of human diversity.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Hopkins, Minnesota to be affixed this 14th day of November 2023.

Patrick Hanlon, Mayor

**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
OCTOBER 17, 2023**

CALL TO ORDER

Pursuant to due call and notice thereof a regular meeting of the Hopkins City Council was held on Tuesday, October 17, 2023, at 6:30 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, Assistant City Manager Lenz, City Clerk Domeier, Finance Director Bishop, Director of Planning and Development Elverum, Director of Public Works Autio, City Planner Krzos and City Attorney Riggs.

ADOPT AGENDA

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

Motion to Adopt the Agenda.

Ayes: Balan, Beck, Garrido, Hanlon, Hunke

Nays: None. Motion carried.

CONSENT AGENDA

Council Member Hunke requested an edit to the October 10 regular meeting minutes related to the special revenue funds discussion. Mayor Hanlon requested that City Clerk Domeier update the minutes.

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

Motion to Approve the Consent Agenda.

1. Minutes of the October 10, 2023, City Council Regular Meeting Proceedings
2. Approval of Car Wash License for GKS Wash LLC dba Scrub Hub Wash; Domeier
3. Resolution Increasing Parking Permit Rates Effective January 1, 2024; Bishop
4. Approval of 2024-2026 Contract with LELS #143; Lenz

Ayes: Balan, Beck, Garrido, Hanlon, Hunke

Nays: None. Motion carried.

PUBLIC HEARING

V.1. Hearing on Proposed Assessments and Adoption of Assessment Roll for 2023 Miscellaneous Special Assessments; Bishop

Finance Director Bishop summarized City Council Report 2023-114. The proposed special assessments are for delinquent utility bills, citations and invoices. Unpaid amounts relate to the period from June 1, 2022, through May 31, 2023.

Mayor Hanlon opened the Public Hearing at 6:35 p.m.

Mr. Bishop stated an Assessment Hearing Appeal Form was received from Kay View for 503 Shadyside Circle Avenue requesting cancelation of the fees. Council Member Beck requested background on the appeal. Mr. Bishop shared background on the issue noting it was a landlord and tenant issue and the fees are for trash removal.

**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
OCTOBER 17, 2023**

Motion by Beck. **Second** by Garrido.

Motion to Close the Public Hearing.

Ayes: Balan, Beck, Garrido, Hanlon, Hunke

Nays: None. Motion carried.

Motion by Beck. **Second** by Garrido.

Motion to Adopt Resolution 2023-038 for Hearing on Proposed Assessments and Adoption of Assessment Roll for 2023 Miscellaneous Special Assessments.

Ayes: Balan, Beck, Garrido, Hanlon, Hunke

Nays: None. Motion carried.

OLD BUSINESS

VI.1. Second Reading: PUD Rezoning Ordinance, PUD Site Plan, and PUD Agreement for Cassia Chapel View Care Center – 412 5th Ave. N.; Krzos

City Planner Krzos summarized City Council Report 2023-109. Augustana Land Development LLC requests land use approval to redevelop the former Mizpah Church at 412 - 5th Avenue North.

Council Member Beck stated an email was sent to the City Council regarding the service requests that may be needed from the Police and Fire Departments for this type of use. He requested to discuss options for this type of PUD or project in the future. City Manager Mornson stated that Fire Chief Specken will address this issue at a later date.

Mayor Hanlon thanked the applicant for the changes made to the project since the October 3 meeting.

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

Motion to Adopt Resolution 2023-028 Approving a second reading of Ordinance 2023-1202 Rezoning 412 – 5th Avenue North from NX2 to NX2 with a PUD Overlay; re-approving a PUD Site Plan; and authorizing the Mayor and City Manager to Enter into a Planned Unit Development Agreement.

Ayes: Balan, Beck, Garrido, Hanlon, Hunke

Nays: None. Motion carried.

NEW BUSINESS

VII.1. Update on Moratorium on the Operation of Cannabis Businesses; Domeier

City Clerk Domeier provided an update on the options for continuing the moratorium and other updates related to cannabis sales.

Council Member Hunke questioned if smoking was prohibited in parks. City Clerk Domeier stated that an ordinance in August addressed smoking in public areas. City Attorney Riggs recommended that the City Council move forward with staff's request to

**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
OCTOBER 17, 2023**

extend the moratorium. Assistant City Manager Lenz stated the proposed moratorium deadline is January 1, 2025. The City Council generally supported moving forward with a new moratorium.

ANNOUNCEMENTS

Mayor Hanlon reviewed the upcoming meeting schedule.

ADJOURNMENT

There being no further business to come before the City Council, and upon a motion by Balan , second by Beck, the meeting was unanimously adjourned at 6:59p.m.

Respectfully Submitted,



Amy Domeier, City Clerk

**HOPKINS CITY COUNCIL
CLOSED MEETING PROCEEDINGS
OCTOBER 17, 2023**

CALL TO ORDER

Pursuant to due call and notice thereof a meeting of the Hopkins City Council was held on Tuesday, October 17, 2023, at 6:59 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, Assistant City Manager Lenz, City Clerk Domeier, Finance Director Bishop, Public Works Director Autio and City Attorney Riggs.

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

Motion to go into closed session pursuant to Minnesota Statutes, section 13D.05, subd. 3(b) regarding the following: to conduct a closed session pursuant to the attorney-client privilege to engage in confidential attorney-client communications and litigation strategy related to a pending litigation matter and to discuss the City's options as to participation in a multidistrict lawsuit class settlement entitled: In RE: Aqueous Film Forming Foams Products Liability Litigation; United States District Court, District of South Carolina – Charleston Division; MDL No. 2:18-mn-2873-RMB; Case No. 2:23-cv-03147-RMG..

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

ADJOURNMENT

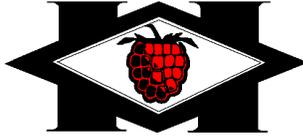
There being no further business to come before the City Council, and upon a motion by Balan, second by Beck, the closed meeting was unanimously adjourned at 7:19 p.m.

There being no further business to come before the City Council, and upon a motion by Garrido, second by Beck, the meeting was unanimously adjourned at 7:19 p.m.

Respectfully Submitted,



Amy Domeier, City Clerk



Administration

CITY OF HOPKINS

City Council Report 2023-120

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

From: Amy Domeier, City Clerk

Date: November 14, 2023

Subject: Approval of the 2024 Meeting Schedule

RECOMMENDED ACTION

MOTION TO adopt the 2024 Meeting Schedule.

OVERVIEW

Regular City Council meetings are held monthly on the first, second and third Tuesday; Park Board Meetings are held monthly on the fourth Monday; and Planning and Zoning Commission meetings are held monthly on the fourth Tuesday. All meetings start at 6:30 p.m. Occasionally meeting dates are changed to avoid conflicts with holidays and other events. Staff has reviewed the calendar for potential conflicts and has proposed the changes reflected in the draft schedule.

SUPPORTING INFORMATION

- Proposed 2024 Meeting Schedule

2024 MEETING SCHEDULE

January

Monday, January 1	New Years Day Holiday (City Hall Closed)
Tuesday, January 2	Council Meeting
Friday, January 5	Goal Setting
Tuesday, January 9	Council Meeting
Monday, January 15	Martin Luther King Jr. Day (City Hall Closed)
Tuesday, January 16	Council Meeting
Monday, January 22	Park Board Meeting
Tuesday, January 23	Planning Meeting
Thursday, January 25	State of the City Event

February

Tuesday, February 6	Council Meeting
Tuesday, February 13	Council Meeting
Monday, February 19	President's Day (City Hall Closed)
Tuesday, February 20	Council Meeting
Monday, February 26	Park Board Meeting
Tuesday, February 27	Precinct Caucuses
Wednesday, February 28	Planning Meeting

March

Monday, March 4	City Council Meeting
Tuesday, March 5	Presidential Primary Election
Monday, March 11	NLC Conference in Washington DC (ends March 13)
Tuesday, March 12	City Council Meeting
Tuesday, March 19	City Council Meeting
Monday, March 25	Park Board Meeting
Tuesday, March 26	Henn Co. Commissioner Special Primary Election
Wednesday, March 27	Planning Meeting

April

Tuesday, April 2	City Council Meeting
Monday, April 8	City Council Meeting
Tuesday, April 9	Eid al-Fitr (falls April 9 or April 10)
Tuesday, April 16	City Council Meeting
Monday, April 22	Passover
Tuesday, April 23	Passover
Monday, April 29	Park Board Meeting
Tuesday, April 30	Hennepin County Special Election

May

Wednesday, May 1	Planning Meeting
Tuesday, May 7	City Council Meeting
Tuesday, May 14	Hennepin County Special Election
Wednesday, May 15	City Council Meeting
Monday, May 20	Park Board Meeting
Tuesday, May 21	City Council Meeting
Monday, May 27	Memorial Day (City Hall Closed)
Tuesday, May 28	Planning Meeting

June

Tuesday, June 4	City Council Meeting
Tuesday, June 11	City Council Meeting
Monday, June 17	Eid al Adha (Muslim) (falls June 17 through June 20)
Wednesday, June 19	Juneteenth (City Hall Closed)
Monday, June 24	Park Board Meeting
Tuesday, June 25	Planning Meeting
Wednesday, June 26	LMC Conference in Rochester (ends June 28)

July

Thursday, July 4	Independence Day (City Hall Closed)
Tuesday, July 9	City Council Meeting
Tuesday, July 16	City Council Meeting
Monday, July 22	Park Board Meeting
Tuesday, July 23	Planning Meeting

August

Monday, August 5	City Council Meeting
Tuesday, August 6	National Night Out
Monday, August 12	City Council Meeting
Tuesday, August 13	State Primary Election
Tuesday, August 20	City Council Meeting
Monday, August 26	Park Board Meeting
Tuesday, August 27	Planning Meeting

September

Monday, September 2	Labor Day (City Hall Closed)
Tuesday, September 3	City Council Meeting
Tuesday, September 10	City Council Meeting
Monday, September 16	Rosh Hashanah
Tuesday, September 17	Rosh Hashanah
Wednesday, September 18	City Council Meeting
Monday, September 23	Yom Kippur
Tuesday, September 24	Yom Kippur
Wednesday, September 25	Park Board Meeting
Thursday, September 26	Planning Meeting

October

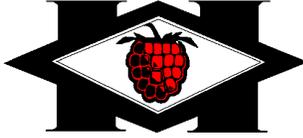
Tuesday, October 1	City Council Meeting
Tuesday, October 8	City Council Meeting
Tuesday, October 15	City Council Meeting
Tuesday, October 22	Planning Meeting
Monday, October 28	Park Board Meeting

November

Tuesday, November 5	General Election
Monday, November 11	Veteran's Day (City Hall Closed)
Tuesday, November 12	City Council Meeting
Wednesday, November 13	NLC City Summit in Tampa (ends Nov. 16)
Tuesday, November 19	City Council Meeting
Monday, November 25	Park Board Meeting
Tuesday, November 26	Planning Meeting
Thursday, November 28	Thanksgiving (City Hall Closed)
Friday, November 29	Holiday (City Hall Closed)

December

Monday, December 2	City Council Budget Meeting
Tuesday, December 3	City Council Meeting
Tuesday, December 10	City Council Meeting
Tuesday, December 17	City Council Meeting
Tuesday, December 24	Christmas Eve (City Hall Closed)
Wednesday, December 25	Christmas Day (City Hall Closed)
Thursday, December 26	Planning Meeting
Monday, December 30	Park Board Meeting



CITY OF HOPKINS

City Council Report 2023-119

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

From: Ari Lenz, Assistant City Manager

Date: November 14, 2023

Subject: Approval of 2024-2026 Contract with AFSCME

RECOMMENDED ACTION

MOTION TO Approve 2024-2026 Union Contract with AFSCME

OVERVIEW

The contract calls for a 3.0% wage increase effective January 1, 2024, 2025 and 2026. The wages are within budget for 2024 and the insurance contributions are consistent with past practice and other union agreements.

Primary issues to consider:

- What other economic issues are included in the new contract?
- Will the agreement keep the City Market competitive?
- How does the agreement fit into the 2024 proposed budget.

Analysis of Issues

What other economic issues are included in the new contract?

The agreement implements a \$300/month car allowance for the building inspectors who are expected to use their personal vehicles in lieu of mileage reimbursement.

Will the agreement keep the City market competitive?

The compensation in this agreement is consistent with the Citywide market study results and we believe will put the City of Hopkins at the appropriate spot in the labor market.

How does the agreement fit into the 2024 proposed budget.

The agreement is within the budgeted amounts in the proposed budget. Estimated budget impact in 2024 is \$160,544.33.

SUPPORTING INFORMATION

- 2024-26 Union Agreement

LABOR AGREEMENT

Between the
City of Hopkins

and

AFSCME

2024-2026

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AGREEMENT BETWEEN THE CITY OF HOPKINS AND AFSCME COUNCIL 5

This AGREEMENT (hereinafter referred to as the Labor Agreement or the Agreement) is made and has been entered into effective January 1, 2024 by and between the City of Hopkins (the Employer) and the American Federation of State, County, and Municipal Employees, District Council No. 5, Local Union No. (the Union). Unless otherwise indicated, the agreed upon changes are effective on the date the agreement is executed by the Parties. The Employer and the Union (the Parties) agree to be bound by the following terms and provisions.

Article 1- Purpose and Intent

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

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

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

Article 2- Recognition

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

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

Article 3- Union Security

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

3.2 Fair Share Fees Payroll Deductions- In accordance with Minnesota Statutes 179A.06, Subd. 3, the Employer shall, upon notification by the Union, deduct a fair share fee from all certified employees who are not members of the Union. This fee shall be an amount equal to the regular membership dues of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five percent (85%) of the Union's regular membership dues or such amount as may otherwise be allowable by law. The Union shall certify to the Employer, in writing, the current amount of the fair share fee to be deducted as well as the names of bargaining unit employees required by the Union to pay the fee.

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

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

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

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

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

Article 4- No Strike- No Lockout

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

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

Article 5- Union Business and Union Access

5.1 With advance notice to the Employer's immediate supervisor, the Employer agrees that during working hours, on the EMPLOYER'S premises, and without loss of pay, the Local Union President or designated Union Representative shall be allowed reasonable time to: post Union notices and

announcements; transmit communications to the EMPLOYER; or consult with the EMPLOYER concerning enforcement of any provisions of this Agreement.

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

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

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

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

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

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

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

Article 6- Definitions

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

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

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

DEPARTMENT: means one of the City of Hopkins Departments.

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

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

EMPLOYER: means the City of Hopkins.

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

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

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

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

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

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

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

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

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

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

Article 7- Employer Authority

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

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

Direct employees;

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

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

Maintain the efficiency of the government operations;

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

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

Article 8- Individual Rights

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

Article 9- Hours of Work

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

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

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

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

Article 10- Overtime

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

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

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

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

Article 11- Standby Pay

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

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

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

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

Article 12- Emergency Call Back Time

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

Article 13- Holidays

13.1 Paid holidays will include: New Year's Day, January 1; Martin Luther King's Birthday, the third Monday in January; Washington's and Lincoln's Birthday, the third Monday in February; Memorial Day, the last Monday in May; Juneteenth, June 19; Independence Day, July 4; Labor Day, the first Monday in September; Veterans Day, November 11; Thanksgiving Day, the fourth Thursday in November; the Friday following Thanksgiving; Christmas Eve, December 24; and Christmas Day, December 25. provided, when New Year's Day, January 1; or Independence Day, July 4; or Veterans Day, November 11; or Christmas Day, December 25; falls on Sunday, the following day shall be a holiday and, provided, when New Year's Day, January 1; or Independence Day, July 4; or Veterans Day, November 11; or Christmas Day, December 25; falls on Saturday, the preceding day shall be a holiday. Employees must use PTO or Flex Leave to be paid for these holidays.

13.2 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 to 13.1.

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

Article 14- Discipline

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

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

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

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

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

14.5 Upon the request of either party, the EMPLOYER and the UNION shall attempt to make available to each other all information and evidence, available at that time, that will be used to support a written

reprimand, suspension or discharge or defense against such action prior to the Step 2 meeting of the grievance procedure.

Article 15- Grievance Procedure

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

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

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

15.4 Grievances shall be resolved in the following manner:

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

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

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

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this AGREEMENT. She/he shall consider and decide only the specific issue submitted to him/her in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to or

inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator shall submit his/her decisions in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be based solely upon the arbitrator's interpretation or application of the express terms of this AGREEMENT and on the facts of the grievance presented.

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

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

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

Article 16- Basic Wage Rates

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

January 1, 2023 3.5%

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

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

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

Article 17- Insurance

17.1 Effective January 1, 2024, 2025 and 2026 the EMPLOYER will contribute the following increase amounts for full time employees based off the total increase for the most expensive available plan (for

example, if the total increase for the single plan was \$100, the Employer would pay \$95 towards the increase).

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

For 2024, these numbers are as follows:

Single	\$1,225.32
Single +1	\$2,014.14
Single +Children	\$1,989.38
Family	\$2,043.50

17.2 Employees with single insurance coverage will be eligible to commit the difference between single coverage expense and the EMPLOYER contribution to obtain certain mutually agreed appropriate benefits, such as deferred compensation, additional insurance, or cash. If the benefit is taken as cash, the amount will be reduced by payroll taxes.

17.3 Full time Employees who choose to opt out of the City’s health insurance program will receive \$360.00 to obtain certain mutually agreed appropriate benefits. Employees wishing to opt out must provide proof of insurance coverage through another provider. In lieu of the \$360.00, employees hired after August 1, 2004 will receive \$100.00 per month if they opt out of the City’s health insurance program.

Article 18- Flex Leave

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

Flex Leave Accrual Schedule

Year	Leave Hours								
1	256	6	288	11	312	16	336	21	352
2	264	7	296	12	312	17	336	22	352
3	272	8	296	13	320	18	336	23	352
4	280	9	304	14	328	19	336	24	352
5	288	10	304	15	336	20	352	25	376

18.1 Use of Flex Leave

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

Requests for flex leave for reasons other than illness or injury must be submitted to the supervisor a

reasonable time in advance of the period of time for which such leave is requested to enable the supervisor to arrange for normal continuance of the department functions. In such cases, requested flex leave will not be unreasonably refused, but shall be subject to and coordinated with the administrative and managerial needs of the City.

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

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

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

18.2 Cap

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

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

18.3 Conversion Option

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

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

Article 19- Leaves of Absence

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

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

Article 20– Unpaid Leaves of Absence

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

Appointed and Elected Office Leave;

Union Leave;

Military Leave;

School Conference and Activities Leave;

Family and Medical Leaves

Article 21- Leaves of Absence with Pay

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

Jury Duty and Court Witness Leave;

Military Leave;

Bone Marrow Donation Leave

Article 22- Bereavement Leave

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

Article 23- Voting Leave

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

Article 24- Parental Leave

Employees are eligible to use the Citywide Paid Parental Leave policy. The City agrees to not reduce the benefits provided by the citywide program during the length of this contract except as stated below effective January 1, 2026. Effective January 1, 2026 the City will remove the short-term disability policy and the City's parenting and caregiver leave policies and will in its place begin the state required Minnesota Paid Family & Medical Leave program. If for some reason there is a delay in the start of the program the City agrees to continue its existing policies until the new program goes into effect. The Employer (City) and the Employee (Union) will both contribute the required .35 percent on income up to the maximum income.

In the event that a local, state or federal requirement is passed which requires modification or that would render the policy duplicative, the City shall modify and replace the policy to meet requirements.

Article 25- Tuition Reimbursement

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

Article 26- Vacancies

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

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

Article 27- Meet and Confer

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

Article 28- Layoff and Recall from Layoff

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

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

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

28.4 An employee in the classified service who has been laid off shall be offered recall without examination to a vacant position of the same classification provided the employee continues to meet the current minimum qualifications of the position. Seniority will be the determining criterion for recall when the job-relevant qualification factors are equal. Recall rights under this provision will continue for twenty-four (24) months after layoff. Recalled employees shall have ten (10) working days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights.

Article 29- Seasonal Laborers

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

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

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

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

Article 30- Savings Clause

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

Article 31- Uniforms

31.1 Public Works Facilities and Inspector Employees - The Employer agrees to pay up to a maximum of four hundred seventy-five (\$475.00) per year for uniforms for Public Works Facilities and Inspector Employees covered under this agreement. One hundred and fifty dollars (\$150.00) of the four hundred and seventy-five will be paid to each employee on the first pay period of the year by a separate check. This contribution is taxable income. Employees are expected to maintain department specific uniform and safety requirements.

31.2 The Employer agrees to purchase one piece of city or department branded attire for all employees not included in 31.1.

Article 32- Work Rules

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

Article 33 – Car Allowance

Building Inspectors who are expected to utilize their own vehicles will be given a \$300/month car allowance in lieu of mileage reimbursement.

Article 34- Post- Employment Health Plan

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

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

1.5% of gross salary

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

Article 35- Waiver

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

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

Article 36- Advanced Resignation Notice Program

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

Article 37- Duration

This Agreement shall be effective as of January 1, 2024 shall remain in full force and effect until December 31, 2026 or until such time thereafter as a new AGREEMENT becomes effective. In witness whereof, the parties hereto have executed this AGREEMENT on this date, November 14, 2023

Matthew Schriber, AFSCME

Mike Mornson, City Manager

Justin Arries, AFSCME

Patrick Hanlon, Mayor

Regular Employee Wage Schedule

Position Classifications

Administrative Clerk	AFSCME4
Facilities Worker	AFSCME4
IT Assistant	AFSCME5
Administrative Assistant	AFSCME6
Facilities Technician	AFSCME6
Concert & Event Coordinator	AFSCME7
Accounting Technician	AFSCME7
Activity Cnt Coordinator	AFSCME8
Visual Arts Coordinator	AFSCME8
IT Technician	AFSCME8
Assistant Pav Manager	AFSCME8
Facilities Specialist	AFSCME8
Police Services Liaison	AFSCME9
Building Inspector	AFSCME10

2024	1	2	3	4	5	6	7	8	9
AFSCME4	\$ 21.53	\$ 22.47	\$ 23.41	\$ 24.35	\$ 25.30	\$ 26.23	\$ 27.17	\$ 28.12	\$ 29.07
AFSCME5	\$ 24.33	\$ 25.39	\$ 26.46	\$ 27.52	\$ 28.58	\$ 29.65	\$ 30.71	\$ 31.78	\$ 32.85
AFSCME6	\$ 27.14	\$ 28.33	\$ 29.52	\$ 30.70	\$ 31.89	\$ 33.07	\$ 34.26	\$ 35.45	\$ 36.64
AFSCME7	\$ 29.94	\$ 31.25	\$ 32.56	\$ 33.88	\$ 35.18	\$ 36.49	\$ 37.80	\$ 39.11	\$ 40.43
AFSCME8	\$ 32.74	\$ 34.18	\$ 35.61	\$ 37.04	\$ 38.47	\$ 39.90	\$ 41.33	\$ 42.77	\$ 44.21
AFSCME9	\$ 36.26	\$ 37.84	\$ 39.43	\$ 41.01	\$ 42.60	\$ 44.19	\$ 45.77	\$ 47.35	\$ 48.95
AFSCME10	\$ 38.36	\$ 40.04	\$ 41.72	\$ 43.39	\$ 45.07	\$ 46.75	\$ 48.42	\$ 50.10	\$ 51.79

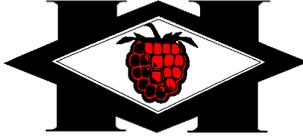
2025	1	2	3	4	5	6	7	8	9
AFSCME4	\$ 22.18	\$ 23.14	\$ 24.11	\$ 25.08	\$ 26.06	\$ 27.02	\$ 27.99	\$ 28.96	\$ 29.94
AFSCME5	\$ 25.06	\$ 26.15	\$ 27.25	\$ 28.35	\$ 29.44	\$ 30.54	\$ 31.63	\$ 32.73	\$ 33.84
AFSCME6	\$ 27.95	\$ 29.18	\$ 30.41	\$ 31.62	\$ 32.85	\$ 34.06	\$ 35.29	\$ 36.51	\$ 37.74
AFSCME7	\$ 30.84	\$ 32.19	\$ 33.54	\$ 34.90	\$ 36.24	\$ 37.58	\$ 38.93	\$ 40.28	\$ 41.64
AFSCME8	\$ 33.72	\$ 35.21	\$ 36.68	\$ 38.15	\$ 39.62	\$ 41.10	\$ 42.57	\$ 44.05	\$ 45.54
AFSCME9	\$ 37.35	\$ 38.98	\$ 40.61	\$ 42.24	\$ 43.88	\$ 45.52	\$ 47.14	\$ 48.77	\$ 50.42
AFSCME10	\$ 39.51	\$ 41.24	\$ 42.97	\$ 44.69	\$ 46.42	\$ 48.15	\$ 49.87	\$ 51.60	\$ 53.34

2026	1	2	3	4	5	6	7	8	9
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AFSCME4	\$ 22.85	\$ 23.83	\$ 24.83	\$ 25.83	\$ 26.84	\$ 27.83	\$ 28.63	\$ 29.83	\$ 30.84
AFSCME5	\$ 25.81	\$ 26.93	\$ 28.07	\$ 29.20	\$ 30.32	\$ 31.46	\$ 32.58	\$ 33.71	\$ 34.86
AFSCME6	\$ 28.79	\$ 30.06	\$ 31.32	\$ 32.57	\$ 33.84	\$ 35.08	\$ 36.35	\$ 37.61	\$ 38.87
AFSCME7	\$ 31.77	\$ 33.16	\$ 34.55	\$ 35.95	\$ 37.33	\$ 38.71	\$ 40.10	\$ 41.49	\$ 42.89
AFSCME8	\$ 34.73	\$ 36.27	\$ 37.78	\$ 39.29	\$ 40.81	\$ 42.33	\$ 43.85	\$ 45.37	\$ 46.91
AFSCME9	\$ 38.47	\$ 40.15	\$ 41.83	\$ 43.51	\$ 45.20	\$ 46.89	\$ 48.55	\$ 50.23	\$ 51.93
AFSCME10	\$ 40.70	\$ 42.48	\$ 44.26	\$ 46.03	\$ 47.81	\$ 49.59	\$ 51.37	\$ 53.15	\$ 54.94

Casual Employee Wage Ranges

Building Attendants \$17.40 - \$21.76 per hour



Police Department

CITY OF HOPKINS

City Council Report 2023-121

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

From: Brent Johnson, Police Chief

Date: November 14, 2023

Subject: Approval to Enter into the West Metro Drug Task Force Co-operative Agreement

RECOMMENDED ACTION

MOTION TO enter into the West Metro Drug Task Force Co-operative Agreement.

OVERVIEW

The Hopkins Police Department has been a part of the Southwest Hennepin Drug Task Force for many years. Some changes have occurred with future funding of the unit. We have been able to apply for grant funding this upcoming year, which will allow for future stability in funding, while combining the SWDTF and WMDTF into one unit. Historically, these two task forces have been primarily reliant on seizure funds for operations. However, in recent years, both state and federal governments have sought to restrict or even eliminate such seizures.

Last year, a metro-area task force dissolved due to staffing issues within its partner agencies. This task force had been partially funded by the Office of Justice Programs (OJP) under the Violent Crime Enforcement Team (VCET) grant program. Members of the VCET grant program compete for state funds to support their task forces. As a condition of receiving these funds, these task forces are subject to increased state oversight.

This merger aims to enhance the longevity and efficacy of the task force by diversifying funding sources and introducing new levels of oversight and transparency. The Hennepin County Sheriff's Office also supports this merger and is assigning a Lieutenant in addition to the two existing Sergeants to oversee the task force. This increases the number of supervisory roles overseeing the day-to-day operation of the merged task force.

Furthermore, the Hennepin County Attorney's Office is committing a Senior County Attorney to split their time between the WMDTF and the Hennepin County Violent Offender Task Force. This attorney's role will be multifaceted: assisting detectives in reviewing search warrants and report writing, observing search warrant executions, and ensuring adherence to the latest case law and statutory requirements. This partnership is intended not only to strengthen case development for successful prosecutions but also to enrich the investigative capabilities that detectives can take back to their home agencies, thereby improving overall departmental operations.

SUPPORTING INFORMATION

- Amended and Restated West Metro Drug Task Force Agreement

**AMENDED AND RESTATED WEST METRO
DRUG TASK FORCE AGREEMENT**

THIS AMENDED AND RESTATED WEST METRO DRUG TASK FORCE AGREEMENT (the "Agreement") is made this 13th day of September, 2016, by and among the undersigned units of government who are responsible for the enforcement of controlled substance laws in their respective jurisdictions.

WHEREAS, the parties hereto previously determined to create a regional joint powers entity for the purpose of enforcing the laws of their respective jurisdictions; and

WHEREAS, the parties hereto entered into a joint powers agreement creating the West Metro Drug Task Force dated July 27, 2004 (the "Agreement"); and

WHEREAS, the parties hereto wish to amend and restate the Agreement to add additional parties, remove original parties, and make other administrative changes.

NOW, THEREFORE in consideration of the covenants herein contained the parties hereto agree as follows:

1. **Name.** The parties hereby establish the West Metro Drug Task Force. (WMDTF).
2. **General Purpose.** The purpose of this Agreement is to define the rights and obligations of the Governmental Units with respect to the duties and activities performed by the Task Force throughout the term of the Agreement.
3. **Members.** The members of this Agreement are the following Governmental Units:
 - Hennepin County Sheriff's Office
 - City of Medina
 - City of Minnetrista
 - City of Orono
 - West Hennepin Department of Public Safety
- 3.1. The Governmental Units shall cooperate and use their best efforts to ensure that the various provisions of the Agreement are fulfilled. The members agree in good faith to undertake resolution of disputes, if any, in an equitable and timely manner and in accordance with the provisions of this Agreement.
4. **Term.**
 - 4.1. The term of this Agreement shall be for one year, commencing August 15, 2016 and terminating August 14, 2017, unless terminated earlier pursuant to section 12.3 of this agreement.

This Agreement shall be automatically extended for successive one-year terms

upon the same terms, conditions, and covenants, unless the Task Force is dissolved prior to expiration of the initial or successive term.

- 4.2. Upon termination of this Agreement, all property owned jointly by the Task Force members shall be sold or distributed to the members of the Task Force at the time of dissolution in proportion to the "full-time equivalent" contributions of each member of this agreement as approved by the Board as of the date of dissolution. Personal property shall return to the agency/owner.

5. **Administrative Board.**

- 5.1. The governing board of the Task Force shall be a Board of Directors consisting of the Chief Law Enforcement Officer (CLEO), or designee representing each participating unit of government. The chief law enforcement officer or designee of each agency shall be hereinafter referred to as a director. All directors shall serve at the pleasure of the appointing authority.
- 5.2. Directors shall not be deemed employees of the Task Force and shall not be compensated by it.
- 5.3. The Board will delegate the authority and responsibility of carrying out the purpose of the Task Force to the Task Force Supervisor.
- 5.4. The Board shall meet as needed to evaluate the progress of the Task Force. A meeting may be called by any Director, or the Task Force Supervisor.
- 5.5. The Board may approve contracts, including agreements for the rental of real property, incur expenses and make expenditures necessary and incidental to the effectuation of its purposes and consistent with its powers.
- 5.6. The Board may recommend changes in this Agreement to its members.
- 5.7. The Board may receive real or personal property by grant, devise, or bequest for the use of the Task Force.

6. **Powers and Duties of the Task Force**

- 6.1. To accomplish the objectives herein, all Task Force members shall assign at least one peace officer licensed pursuant to Minnesota Statutes, §626.84, subd.1, to the Task Force who must have a minimum of one year prior experience in law enforcement.
- 6.2. Each officer/deputy must be assigned to the Task Force on a full-time basis for at least one year unless he/she is reassigned by the head of the officer/deputy's agency upon the recommendation of the Task Force supervisor.

- 6.3. The Task Force Supervisor will direct investigative activities based on intelligence provided by the task force members with priority given to case investigations that directly impact the jurisdictions represented by the member agencies.
- 6.4. While assigned to the Task Force, all personnel shall be under the direct supervision and control of one Hennepin County Sheriff's Office detective supervisor or his/her designee, who shall be responsible for the following duties: which shall include, but not be limited to:
 - a. scheduling assigned personnel;
 - b. providing input on employee evaluations, if requests; and
 - c. allocating overtime work, if necessary.
- 6.5. The Task Force Supervisor may cooperate with other federal, state, and local law enforcement agencies to accomplish the purpose for which the Task Force is organized.
- 6.6. The Hennepin County Sheriff's Office shall cause to be made an annual audit of the books and accounts of the Task Force and shall make and file a report to its members which includes the following information:
 - a. The financial condition of the Task Force;
 - b. The status of all Task Force projects;
 - c. The business transacted by the Task Force; and Financial Activity Report System (FARS) Report;
 - d. Quarterly financial report;
 - e. Other matters which affect the interests of the Task Force.
- 6.7. The Task Force's books, reports, and records shall be open to inspection by its members at all reasonable times.
- 6.8. The Task Force members may not incur obligations or approve contracts that extend beyond the calendar year in which the contract is made or which will require the expenditure of funds in excess of funds available.
- 6.9. Nothing herein is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting one of the participating Government Units as the agent, representative or employee of another Task Force member for any purpose or in

any manner whatsoever. Personnel assigned to the Task Force by one of the participating Governmental Units shall not be considered temporary or permanent employees of any other participating Government Unit or the Task Force for any purpose whatsoever or be entitled to tenure rights or any rights or benefits by way of workers compensation, re-employment insurance, medical and hospital care, sick and vacation leave, severance pay, PERA or any other right or benefit of another participating Government Unit.

- 6.10. Participating Government Units acknowledge that it is their sole responsibility to provide all salary compensation and fringe benefits to employees. Benefits may include, but are not limited to, health care, disability insurance, life insurance, re-employment insurance, FICA, Medicare, and PERA.

7. Insurance and Indemnification

- 7.1. The Task Force will maintain liability coverage with the League of Minnesota Cities Insurance Trust with a limit of at least \$2,000,000 per occurrence, under standard LMCIT liability coverage forms.

Alternatively, the Task Force may maintain equivalent private liability insurance coverage. Such coverage may be provided through separate policies for commercial general liability and law enforcement liability. Such private liability insurance policies must comply with the following requirements:

- Each policy shall have a limit of at least \$2 million per occurrence. If the policy contains a general aggregate limit, the general aggregate limit shall not be less than \$2,000,000.
 - The CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and contractually-assumed liability.
 - Each member, and each member's officers, employees, and volunteers, shall be named as additional covered parties on each policy for all claims arising from Task Force activities or operations.
- 7.2. The Task Force may in its discretion procure coverage for auto liability and damage to or loss of property. If the Task Force at any time hires employees, it will immediately acquire and maintain workers' compensation coverage.
- 7.3. The Task Force agrees to defend and indemnify its members for any liability claims arising from Task Force activities or operations, and decisions of the Task Force Board. Nothing in this Agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes Chapter 466 or a

waiver of any available immunities or defenses, and the limits of liability under Minnesota Statutes Chapter 466 for some or all of the parties may not be added together to determine the maximum amount of liability for any party.

- 7.4. Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.
- 7.5. Any excess or uninsured liability shall be borne equally by all the members, but this does not include the liability of any individual officer, employee, or volunteer which arises from his or her own malfeasance, willful neglect of duty, or bad faith.
- 7.6. Each member shall be responsible for injuries to or death of its own personnel. Each member will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are assigned to the Task Force or are otherwise participating in or assisting with Task Force operations or activities. Each member waives the right to, and agrees that it will not, bring any claim or suit against the Task Force or any other member for any workers' compensation benefits paid to its own employee or dependents, that arise out of participation in or assistance with Task Force operations or activities, even if the injuries were caused wholly or partially by the negligence of any other member or its officers, employees, or volunteers.
- 7.7. Each member shall be responsible for damages to or loss of its own equipment. Each member waives the right to, and agrees that it will not, bring any claim or suit against the Task Force or any other member for damages to or loss of its equipment arising out of participation in or assistance with Task Force operations or activities, even if the damages or losses were caused wholly or partially by the negligence of any other members or its officers, employees, or volunteers.
- 7.8. All insurance policies and certificates required under this Agreement shall be open to inspection by any member and copies of the policies or certificates shall be submitted to a member upon written request.

8. Finances

- 8.1. The Hennepin County Sheriff's Office, through its Accounting Division, shall serve as sole administrator of all funds contributed by Task Force member agencies and in such capacity is authorized to receive all funds for deposit and make disbursements therefrom in accordance with standard Hennepin County practice and procedure. In conjunction therewith, the Hennepin County Sheriff's Office Accounting Division shall maintain current and accurate records of all obligations and expenditures of Task Force funds pursuant to generally accepted accounting principles. It shall also produce a quarterly financial report which shall be disseminated to the Task Force supervisor and all member agency

heads.

Such reports and related records shall be maintained by the Hennepin County Sheriff's Office Accounting Division for a period of three (3) years after termination of the Task Force.

- 8.2. The Board shall approve an annual operating budget for the Task Force. The Board may amend the budget as necessary.
- 8.3. The Task Force's funds may be expended by the Board in accordance with this Agreement in a manner determined by the Board. In no event shall there be an expenditure of Task Force funds from the Hennepin County Sheriff's Office depository except per the approved budget.
- 8.4. The Board may not incur debts.
- 8.5. The Board shall receive a quarterly statistical report and a financial report on all activities conducted by the Task Force.
- 8.6. Task Force operations will be financed from grant funds, drug forfeitures, and any funds voluntarily contributed by any member. Members will provide agents for the Task Force but will not otherwise be required to provide funds without the prior amendment of this Agreement approved by all members.

9. Agent.

- 9.1. Each member shall assign experienced, licensed peace officers/deputies (agents) to serve on the Task Force. Assignments for the year 2016 are as follows:

Hennepin County Sheriff's Office	(2 FTE) – 1 Supervisor
City of Medina	(1 FTE)
City of Minnetrista	(1 FTE)
City of Orono	(1 FTE)
West Hennepin Department of Public Safety	(1 FTE)

For each subsequent year, each member will advise the Board, prior to October 1st, of the number of employees which that member will provide in the subsequent calendar year.

- 9.2. All personnel assigned to the Task Force shall comply with rules of conduct prescribed by the Task Force supervisor developed in consultation with the head of Task Force member agencies and in recognition of the rules of their respective agencies. The Task Force supervisor, or his designee, shall refer disciplinary matters involving assigned personnel to the respective agency for investigation and disposition unless, based on the judgment of the Task Force supervisor, or his/her designee, a particular matter represents prima facie grounds for the

issuance of a criminal complaint, in which case the matter shall be referred directly to an external law enforcement agency for investigation provided the appropriate Task Force agency head(s) is(are) notified in advance thereof.

- 9.3. Agents will be responsible for drug investigation, including intelligence management, case development, and case charging. Agents may also assist other agents in surveillance and undercover operations. Task Force agents will work cooperatively with assisting agencies. Assigned officers acting under this agreement in the jurisdiction of another party to this agreement are acting in the line of duty and in the course of employment and are authorized to exercise the powers of a peace officer therein.
- 9.4. The Governmental Unit appointing the Agent shall furnish the Agent a weapon, vehicle, computer, and pay any lease payments, insurance, major maintenance, and/or other equipment. Clerical assistance will be furnished by member agencies and/or through the annual budget.
10. **Forfeiture, Seizures and Fines.** Pursuant to Minnesota Statutes, § 609.531, the Task Force members are entitled to money or proceeds from the sale of forfeited property after payment of seizure, storage, forfeiture and sale expenses and satisfaction of valid liens against forfeited property. It is agreed by Task Force members that forfeiture monies and proceeds shall be distributed equally after deduction of all costs and expenses herein stated. The receipt and disbursement of forfeiture sale proceeds shall be referenced in the Hennepin County Sheriff's Office Accounting Division's quarterly financial report disseminated to the Task Force supervisor and member agencies in accordance with 6.6.
11. **Headquarters.** The Task Force is physically located in separate offices at a location agreed upon by the Board. Rent shall be paid from Task Force funds. All utilities, including electricity, heat, air conditioning, and the like shall be included in the cost of rent.
12. **Additional Members and Change in Membership**
 - 12.1. Any City sharing a common boundary with any department listed in paragraph 3 may join the Task Force and become a member upon approval and execution of a copy of this Agreement by such department and approval by a majority of the Directors.
 - 12.2. In any case in which a City identified in paragraph 3 joins the Task Force after the effective date of this agreement or any other City joins the Task Force pursuant to paragraph 12.1, contributions by and reimbursement to such members shall be equitably determined and adjusted by the Board to reflect the participation by that member for less than one full year. The decision of the Board shall be final.

12.3. Each Governmental Unit, upon ninety (90) days' written notice to all member agencies, may withdraw and cancel its participation in this Agreement. The members by mutual written consent may abolish this Agreement at any time.

13. State and Local Assistance for Narcotics Control Program.

13.1. A member agency, acting on behalf of the West Metro Drug Task Force and its members, may apply for Federal, state, or local narcotics enforcement. The member agency shall be the "authorized official", as defined in the general policies and procedures for the program.

14. Media

14.1. Media coverage of Task Force activities, including the dissemination of all press releases must reference each Task Force member agency, and shall be coordinated through the HCSO Public Information Officer or designee.

15. Evidence

15.1. Except for seized motor vehicles, all evidence/property seized by licensed Task Force personnel, while acting within the scope of this Agreement, shall be inventoried and stored temporarily at a secure, designated area within the West Metro Drug Task facility that is under the exclusive control of active agents/officers/deputies of the Task Force. Such inventoried evidence/property shall be subject to subsequent transfer to the HCSO Crime Lab Property Room for safekeeping pending lawful release or to another facility at the discretion of the Task Force Supervisor. Seized motor vehicles shall be stored in an impound area designated by the Hennepin County Sheriff until lawfully released.

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statutes § 471.59.

CITY OF MEDINA

The Medina City Council duly approved this Agreement on the 16 day of August, 2016.

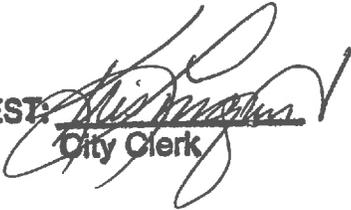
City of Medina

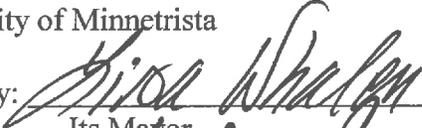
By: Bob Mitchell
Its Mayor

And: Scott Johnson
Its City Administrator

CITY OF MINNETRISTA

The Minnetrista City Council duly approved this Agreement on the 15th day of August, 2016.

ATTEST: 
City Clerk

City of Minnetrista
By: 
Its Mayor
And: 
Its City Administrator

CITY OF ORONO

The Orono City Council duly approved this Agreement on the 22nd day of August, 2016.

City of Orono

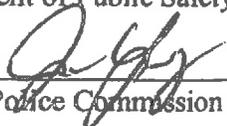
By: 
Its Mayor

And: 
Its City Administrator

WEST HENNEPIN DEPARTMENT OF PUBLIC SAFETY

The _ West Hennepin Public Safety Department Police Commission ___ duly approved this Agreement on the _ 13 ___ day of ___ September _____, 2016.

West Hennepin Department of Public Safety Police Commission

By: 
Police Commission Chairman

And: 
Its Police Commission Vice Chairman

COUNTY BOARD AUTHORIZATION

Reviewed by the County
Attorney's Office

Mike Bernue!

Date: 1/10/17

COUNTY OF HENNEPIN
STATE OF MINNESOTA

By: Jani A. Cauley
Chair of Its County Board

ATTEST: Y. Clark
Deputy/Clerk of County Board

Date: 2.10.17

By: [Signature]
County Administrator

Date: 2/10/17

Hennepin County Sheriff's Office Approval

[Signature]
Michael D. Carlson
Chief Deputy
Hennepin County Sheriff's Office

Date: 1-19-17

WEST METRO DRUG TASK FORCE CO-OPERATIVE AGREEMENT

The following city was unanimously voted to become a member of the Hennepin County West Metro Drug Task Force on Thursday, October 12th, 2023, by the WMDTF Governing Board.

CITY OF HOPKINS, MN

The HOPKINS City Council duly approved this Agreement on the _____ day of _____, 2023.

City of HOPKINS

By: _____

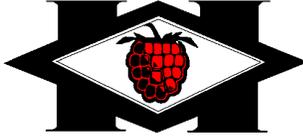
Its Mayor

And by: _____

Its City Manager

Approved as to form
and legality:

HOPKINS City Attorney



Finance Department

CITY OF HOPKINS

City Council Report 2023-122

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

From: Nicholas Bishop, Finance Director

Date: November 14, 2023

Subject: Ratify Checks Issued in October 2023

RECOMMENDED ACTION

MOTION TO Ratify Checks issued between September 27, 2023 and October 31, 2023 with numbers 132408 thru 132719 for total distribution of \$2,264,229.98.

OVERVIEW

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

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

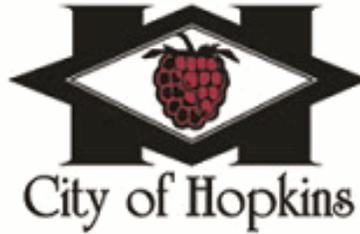
SUPPORTING INFORMATION

- Check Register

Accounts Payable

Checks by Date - Summary by Check Date

User: cdahlstrom@hopkinsmn.com
 Printed: 11/8/2023 3:36 PM



1010 First Street South
 Hopkins, MN 55343

952-935-8474
 M-F, 8 am-4:30 pm
www.hopkinsmn.com

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
132408	30728	AFSCME COUNCIL 5	09/28/2023	0.00	714.00
132409	08625	HOPKINS POLICE ASSOCIATION	09/28/2023	0.00	1,225.00
132410	30941	HOPKINS POLICE CRIME FUND	09/28/2023	0.00	32.10
132411	09801	I.U.O.E. CENTRAL PENSION FUND	09/28/2023	0.00	1,840.00
132412	12012	LAW ENFORCEMENT LABOR SERVICE	09/28/2023	0.00	455.82
132413	30392	CIGNA LIFE INS COMP OF AMERICA -	09/28/2023	0.00	647.40
132414	30023	CIGNA LIFE INS COMP OF N AMERICA	09/28/2023	0.00	838.94
132415	30391	THE HARTFORD LTD	09/28/2023	0.00	2,264.98
132416	09085	MISSION SQUARE - ROTH IRA - 70626	09/28/2023	0.00	986.40
132417	08568	RESOURCE WEST	09/28/2023	0.00	17.08
132418	09084	MISSION SQUARE RETIREMENT TRUS	09/28/2023	0.00	2,588.04
132419	30390	THE HARTFORD STD	09/28/2023	0.00	3,183.70
132420	21523	UNION LOCAL 49	09/28/2023	0.00	805.00
132421	21529	UNITED WAY	09/28/2023	0.00	38.46
Total for 9/28/2023:				0.00	15,636.92
132422	28422	ADVANCED IMAGING SOLUTIONS	10/05/2023	0.00	3,200.12
132423	31302	BCD CONSULTING GROUP LLP	10/05/2023	0.00	4,675.00
132424	27782	BOUND TREE MEDICAL LLC	10/05/2023	0.00	141.48
132425	31573	JASON THOMAS CARDINAL	10/05/2023	0.00	960.00
132426	30449	GARY R CARLSON	10/05/2023	0.00	315.00
132427	03160	CENTERPOINT ENERGY MINNEGASC	10/05/2023	0.00	20.90
132428	30127	CINTAS CORPORATION NO. 2	10/05/2023	0.00	156.15
132429	26951	COMCAST	10/05/2023	0.00	2.14
132430	26951	COMCAST	10/05/2023	0.00	69.95
132431	26951	COMCAST	10/05/2023	0.00	10.70
132432	26951	COMCAST	10/05/2023	0.00	286.85
132433	31281	CONFLUENCE INC	10/05/2023	0.00	3,915.00
132434	03800	CULLIGAN - METRO	10/05/2023	0.00	315.00
132435	28747	CULLIGAN BOTTLED WATER CO	10/05/2023	0.00	194.10
132436	04217	DISCOUNT STEEL INC	10/05/2023	0.00	52.25
132437	28898	ECM PUBLISHERS INC	10/05/2023	0.00	582.40
132438	29070	ENGAGE PRINT INC	10/05/2023	0.00	480.00
132439	29491	FERGUSON WATERWORKS #2518	10/05/2023	0.00	5,235.06
132440	07003	GARTNER REFRIGERATION & MFG.	10/05/2023	0.00	3,344.00
132441	30555	MARGARET GONGOLL	10/05/2023	0.00	405.00
132442	07681	GRAINGER, INC	10/05/2023	0.00	565.80
132443	29377	GRAINGER, INC	10/05/2023	0.00	490.30
132444	08001	HACH COMPANY	10/05/2023	0.00	550.51
132445	31143	SARA HALPERN	10/05/2023	0.00	290.00
132446	29748	HENNEPIN COUNTY PUBLIC WORKS	10/05/2023	0.00	10,343.74
132447	27248	HENNEPIN CTY TREASURER	10/05/2023	0.00	292.00
132448	29818	HIAWATHA TREE SERVICE INC.	10/05/2023	0.00	2,250.00
132449	08576	HOPKINS F.D. RELIEF ASSOC	10/05/2023	0.00	840.00
132450	08620	HOPKINS ROTARY	10/05/2023	0.00	250.00
132451	09578	INNOVATIVE OFFICE SOLUTIONS LLC	10/05/2023	0.00	1,422.29

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
132452	31556	JEREMY JARVIS	10/05/2023	0.00	15,000.00
132453	30269	JANELLE JASPERS JONES	10/05/2023	0.00	480.00
132454	29249	JR'S ADVANCED RECYCLERS	10/05/2023	0.00	245.00
132455	12160	LEAGUE OF MN CITIES	10/05/2023	0.00	97,211.00
132456	12160	LEAGUE OF MN CITIES	10/05/2023	0.00	66,202.00
132457	13012	MACQUEEN EQUIPMENT INC	10/05/2023	0.00	712.75
132458	31305	MARY MCCALLUM	10/05/2023	0.00	280.00
132459	31016	MED ALLIANCE GROUP INC	10/05/2023	0.00	125.04
132460	13160	MEDICINE LAKE TOURS	10/05/2023	0.00	2,160.00
132461	29025	METERING & TECHNOLOGY SOLUTIC	10/05/2023	0.00	881.00
132462	13172	METRO ELEVATOR, INC	10/05/2023	0.00	189.00
132463	30129	MINNESOTA AIR, INC.	10/05/2023	0.00	160.44
132464	31131	MINNESOTA POLLUTION CONTROL	10/05/2023	0.00	780.00
132465	13354	MN BENEFIT ASSOCIATION	10/05/2023	0.00	84.18
132466	19181	MN SECRETARY OF STATE - NOTARY	10/05/2023	0.00	120.00
132467	31578	JOSHUA MONTGOMERY	10/05/2023	0.00	500.00
132468	31577	KRISTY NORDEEN	10/05/2023	0.00	499.95
132469	30300	NORDIC SOLAR HOLDCO LLC	10/05/2023	0.00	7,264.28
132470	31580	PATRICK NORTON	10/05/2023	0.00	129.03
132471	29317	OFFICE OF MN IT SERVICES	10/05/2023	0.00	99.75
132472	31306	TERRI OSLAND	10/05/2023	0.00	192.00
132473	27622	PERFORMANCE PLUS LLC	10/05/2023	0.00	4,413.00
132474	16687	PRO-TEC DESIGN INC	10/05/2023	0.00	944.03
132475	17806	QWEST CORP	10/05/2023	0.00	60.78
132476	31469	RAFTELIS FINANCIAL CONSULTANTS	10/05/2023	0.00	27,575.00
132477	28533	RODNEY J RODMAN	10/05/2023	0.00	2,225.00
132478	31338	SCHAEFER SYSTEMS INTERNATIONA	10/05/2023	0.00	14,121.50
132479	30132	LAURA SHIUE	10/05/2023	0.00	500.00
132480	30091	RAY STAFFORD	10/05/2023	0.00	480.00
132481	UB*00924	STEADY MANAGEMENT LLC	10/05/2023	0.00	157.58
132482	31576	ALEXANDRA SUTHERLAND	10/05/2023	0.00	500.00
132483	29795	TRANE	10/05/2023	0.00	693.52
132484	29783	TRANSLATIONS IN MOTION LLC	10/05/2023	0.00	100.00
132485	03440	ULTIMATE SAFETY CONCEPTS INC	10/05/2023	0.00	7,417.90
132486	31575	UNIFORM ADVANTAGE	10/05/2023	0.00	96.17
132487	22002	VALLEY-RICH COMPANY, INC	10/05/2023	0.00	18,947.04
132488	29466	VERIZON WIRELESS	10/05/2023	0.00	1,198.00
132489	29473	VERIZON WIRELESS	10/05/2023	0.00	416.52
132490	29475	VERIZON WIRELESS	10/05/2023	0.00	105.03
132491	31128	VIKING AUTOMATIC SPRINKLER	10/05/2023	0.00	365.00
132492	31361	VIQ SOLUTIONS INC	10/05/2023	0.00	72.27
132493	UB*00646	LAURA C WARREN	10/05/2023	0.00	40.14
132494	31579	JESSICA WINNIE	10/05/2023	0.00	571.04
132495	28123	WRAP CITY GRAPHICS INC	10/05/2023	0.00	790.00
					<hr/>
				Total for 10/5/2023:	0.00 316,760.68
10082023	29950	CREDIT CARD - WELLS FARGO	10/08/2023	0.00	43,819.55
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				Total for 10/8/2023:	0.00 43,819.55
132496	31331	ACME ELECTRIC MOTOR INC	10/12/2023	0.00	503.91
132497	28600	APPLE VALLEY FORD LINCOLN	10/12/2023	0.00	29.84
132498	01737	ASPEN MILLS	10/12/2023	0.00	34.85
132499	30899	BAUERS MINNOCO	10/12/2023	0.00	96.43
132500	31524	BEACON ATHLETICS LLC	10/12/2023	0.00	3,938.00
132501	31366	BH AGGREGATE SERVICES INC	10/12/2023	0.00	2,094.00

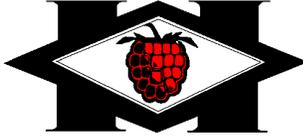
Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
132502	29416	CDW GOVERNMENT	10/12/2023	0.00	10,975.18
132503	28981	CHESTNUT CAMBRONNE PA	10/12/2023	0.00	13,483.28
132504	26951	COMCAST	10/12/2023	0.00	14.98
132505	31032	COVERALL NORTH AMERICA	10/12/2023	0.00	5,423.50
132506	03800	CULLIGAN - METRO	10/12/2023	0.00	792.57
132507	01523	EARL F. ANDERSEN, INC	10/12/2023	0.00	1,176.00
132508	05282	EHLERS AND ASSOCIATES, INC	10/12/2023	0.00	2,785.00
132509	05453	ELECTRIC PUMP INC	10/12/2023	0.00	19,644.75
132510	05524	ENTENMANN-ROVIN CO	10/12/2023	0.00	1,701.70
132511	29006	ENTERPRISE FLEET MANAGEMENT	10/12/2023	0.00	3,894.87
132512	06567	FORCE AMERICA	10/12/2023	0.00	220.00
132513	07564	GOPHER STATE ONE-CALL, INC	10/12/2023	0.00	472.50
132514	07681	GRAINGER, INC	10/12/2023	0.00	259.04
132515	29377	GRAINGER, INC	10/12/2023	0.00	25.62
132516	08166	HENNEPIN CTY TREASURER	10/12/2023	0.00	269.90
132517	08223	HENNEPIN CTY TREASURER	10/12/2023	0.00	11,300.13
132518	27454	HENNEPIN CTY TREASURER	10/12/2023	0.00	30,000.00
132519	08570	HOPKINS AUTO BODY	10/12/2023	0.00	2,527.40
132520	08576	HOPKINS F.D. RELIEF ASSOC	10/12/2023	0.00	90.00
132521	08620	HOPKINS ROTARY	10/12/2023	0.00	500.00
132522	10560	JOHN HENRY FOSTER MN	10/12/2023	0.00	3,764.89
132523	29249	JR'S ADVANCED RECYCLERS	10/12/2023	0.00	40.00
132524	29154	MARK KROPIDLOWSKI	10/12/2023	0.00	150.00
132525	29529	LEXISNEXIS RISK SOLUTIONS	10/12/2023	0.00	96.61
132526	13012	MACQUEEN EQUIPMENT INC	10/12/2023	0.00	147.20
132527	31505	MARTIN MARIETTA MATERIALS INC	10/12/2023	0.00	629.92
132528	13167	MENARDS	10/12/2023	0.00	209.94
132529	28665	METRO ALARM & LOCK	10/12/2023	0.00	780.00
132530	13179	METROPOLITAN COUNCIL	10/12/2023	0.00	145,973.17
132531	09085	MISSION SQUARE - ROTH IRA - 706260	10/12/2023	0.00	986.40
132532	28599	MN PUBLIC RADIO	10/12/2023	0.00	833.00
132533	29883	NONHOF PAINTING SOLUTIONS, LLC	10/12/2023	0.00	1,894.33
132534	15521	ON SITE COMPANIES	10/12/2023	0.00	1,670.00
132535	29468	PARALLEL TECHNOLOGIES	10/12/2023	0.00	2,545.22
132536	27622	PERFORMANCE PLUS LLC	10/12/2023	VOID	196.00
132537	30575	PREMIER LIGHTING INC	10/12/2023	0.00	265.58
132538	30125	PROJECT COMPANY FINCO PHASE III	10/12/2023	0.00	24,173.45
132539	30199	PULSE ELECTRIC	10/12/2023	0.00	1,995.00
132540	09084	MISSION SQUARE RETIREMENT TRUST	10/12/2023	0.00	2,590.59
132541	19004	SAMARITAN TIRE COMPANY	10/12/2023	0.00	516.00
132542	19085	SCHINDLER ELEVATOR CORP	10/12/2023	0.00	1,072.33
132543	29384	SITEONE LANDSCAPE SUPPLY	10/12/2023	0.00	973.06
132544	31301	SMSC ENTERPRISES	10/12/2023	0.00	166.40
132545	19520	SNAP PRINT INC	10/12/2023	0.00	398.93
132546	30495	SPEEDWAY LLC	10/12/2023	0.00	85.00
132547	29200	SPRINGBROOK SOFTWARE INC	10/12/2023	0.00	1,430.50
132548	19681	SRF CONSULTING GROUP INC	10/12/2023	0.00	2,405.57
132549	31562	STOP STICK LTD	10/12/2023	0.00	141.87
132550	30226	SUNBELT RENTALS, INC.	10/12/2023	0.00	907.02
132551	31581	TRILOGY REAL ESTATE GROUP LLC	10/12/2023	0.00	55,724.77
132552	20887	TWIN CITY WATER CLINIC	10/12/2023	0.00	340.00
132553	27981	ULINE INC	10/12/2023	0.00	976.55
132554	30819	VERIZON WIRELESS	10/12/2023	0.00	390.50
132555	22321	VIKING ELECTRIC SUPPLY INC	10/12/2023	0.00	4.28
132556	31361	VIQ SOLUTIONS INC	10/12/2023	0.00	35.04
132557	23325	WILSONS NURSERY	10/12/2023	0.00	10,666.00
132558	25080	XCEL ENERGY	10/12/2023	0.00	39.17

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132559	25080	XCEL ENERGY	10/12/2023	0.00	27.18
132560	25080	XCEL ENERGY	10/12/2023	0.00	569.46
132561	25080	XCEL ENERGY	10/12/2023	0.00	9,171.44
132562	26320	ZIEGLER, INC	10/12/2023	0.00	4,252.94
Total for 10/12/2023:				196.00	391,292.76
132563	29535	ADVANCED ENGINEERING	10/19/2023	0.00	7,971.97
132564	01328	AIRGAS USA	10/19/2023	0.00	244.20
132565	01095	DANIEL ARETZ	10/19/2023	0.00	90.00
132566	01737	ASPEN MILLS	10/19/2023	0.00	234.83
132567	27839	BATTERIES R US	10/19/2023	0.00	59.75
132568	31582	BENCHMARK INTERIORS LLC	10/19/2023	0.00	8,470.00
132569	30366	BERRY COFFEE COMPANY INC	10/19/2023	0.00	742.54
132570	29817	GARY BINGER	10/19/2023	0.00	3,800.00
132571	02563	BOLTON & MENK, INC	10/19/2023	0.00	180,153.88
132572	02811	BUREAU OF CRIMINAL APPREHENSIC	10/19/2023	0.00	3,000.00
132573	31400	BZDOK INSPECTIONS INC	10/19/2023	0.00	17,595.75
132574	31568	CARE RESOURCE CONNECTION	10/19/2023	0.00	1,000.00
132575	28987	CENTER FOR ENERGY & ENVIRONME	10/19/2023	0.00	250.00
132576	03160	CENTERPOINT ENERGY MINNEGASCO	10/19/2023	0.00	2,062.94
132577	28430	CENTURY LINK	10/19/2023	0.00	53.00
132578	26951	COMCAST	10/19/2023	0.00	404.93
132579	26951	COMCAST	10/19/2023	0.00	136.12
132580	30560	COMPUTER INTEGRATION TECHNOLOGI	10/19/2023	0.00	4,072.00
132581	31384	CONSOLIDATED COMMUNICATIONS CO	10/19/2023	0.00	168.53
132582	31412	CONWAY SHIELD INC	10/19/2023	0.00	977.50
132583	03808	CUMMINS SALES AND SERVICE	10/19/2023	0.00	775.28
132584	28898	ECM PUBLISHERS INC	10/19/2023	0.00	761.60
132585	05282	EHLERS AND ASSOCIATES, INC	10/19/2023	0.00	4,988.75
132586	29430	ELECTRICAL PRODUCTION SERVICES	10/19/2023	0.00	2,157.00
132587	29398	ENTERPRISE FLEET MANAGEMENT	10/19/2023	0.00	1,804.33
132588	29661	ESS BROTHERS & SONS	10/19/2023	0.00	2,549.55
132589	27492	FRIENDS OF THE HOPKINS	10/19/2023	0.00	2,908.25
132590	07185	GENUINE PARTS	10/19/2023	0.00	333.42
132591	07563	GOODIN COMPANY	10/19/2023	0.00	1,176.19
132592	07681	GRAINGER, INC	10/19/2023	0.00	15.68
132593	29377	GRAINGER, INC	10/19/2023	0.00	199.89
132594	31474	GRANITE TELECOMMUNICATIONS LI	10/19/2023	0.00	131.16
132595	07803	GUSTAVE A. LARSON COMPANY	10/19/2023	0.00	524.28
132596	08001	HACH COMPANY	10/19/2023	0.00	548.60
132597	30859	HENNEPIN COUNTY GOVERNMENT C	10/19/2023	0.00	20.00
132598	08166	HENNEPIN CTY TREASURER	10/19/2023	0.00	3,491.50
132599	08166	HENNEPIN CTY TREASURER	10/19/2023	0.00	1,958.07
132600	08576	HOPKINS F.D. RELIEF ASSOC	10/19/2023	0.00	192,373.72
132601	31583	ANNA-CLAIRE HUBBARD	10/19/2023	0.00	50.00
132602	29345	IMPACT MAILING OF MN	10/19/2023	0.00	2,458.15
132603	29249	JR'S ADVANCED RECYCLERS	10/19/2023	0.00	395.00
132604	12160	LEAGUE OF MN CITIES	10/19/2023	0.00	746.91
132605	13160	MEDICINE LAKE TOURS	10/19/2023	0.00	2,210.00
132606	13167	MENARDS	10/19/2023	0.00	100.08
132607	13179	METROPOLITAN COUNCIL	10/19/2023	0.00	2,460.15
132608	14587	NORTHLAND BUSINESS SYSTEMS	10/19/2023	0.00	2,220.44
132609	14582	NORTHWEST ASPHALT INC	10/19/2023	0.00	759,252.73
132610	29452	OFFICE OF MN IT SERVICES	10/19/2023	0.00	293.59
132611	30199	PULSE ELECTRIC	10/19/2023	0.00	5,200.00
132612	17806	QWEST CORP	10/19/2023	0.00	198.00

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
132613	31120	REPUBLIC SERVICES INC	10/19/2023	0.00	32,745.87
132614	29594	SEH DESIGN/BUILD	10/19/2023	0.00	14,000.00
132615	19290	SHADYWOOD TREE EXPERTS, INC	10/19/2023	0.00	9,475.00
132616	29200	SPRINGBROOK SOFTWARE INC	10/19/2023	0.00	495.00
132617	19602	SPS COMPANIES INC	10/19/2023	0.00	145.48
132618	28590	ST CLOUD STATE UNIV	10/19/2023	0.00	370.00
132619	19824	SUNSHINE CAR WASH	10/19/2023	0.00	71.77
132620	20120	TDS METROCOM - MN	10/19/2023	0.00	81.46
Total for 10/19/2023:				0.00	1,281,174.84
132621	01045	ABM EQUIPMENT & SUPPLY LLC	10/26/2023	0.00	3,077.89
132622	01125	ADT SECURITY SERVICES	10/26/2023	0.00	335.04
132623	30728	AFSCME COUNCIL 5	10/26/2023	0.00	713.51
132624	31584	ALATUS HOPKINS SOLAR I LLC	10/26/2023	0.00	10,000.00
132625	31081	ALLEN'S SERVICE	10/26/2023	0.00	450.00
132626	30933	ANCHOR SOLAR INVESTMENTS LLC	10/26/2023	0.00	3,606.61
132627	28600	APPLE VALLEY FORD LINCOLN	10/26/2023	0.00	536.70
132628	01737	ASPEN MILLS	10/26/2023	0.00	936.05
132629	30899	BAUERS MINNOCO	10/26/2023	0.00	20.27
132630	UB*00932	DEAN BENHAM	10/26/2023	0.00	166.21
132631	27782	BOUND TREE MEDICAL LLC	10/26/2023	0.00	387.98
132632	28430	CENTURY LINK	10/26/2023	0.00	687.74
132633	31158	CLARK COMPANIES INCORPORATED	10/26/2023	0.00	16,362.14
132634	26951	COMCAST	10/26/2023	0.00	142.03
132635	26951	COMCAST	10/26/2023	0.00	126.93
132636	26951	COMCAST	10/26/2023	0.00	2.14
132637	26951	COMCAST	10/26/2023	0.00	158.55
132638	30560	COMPUTER INTEGRATION TECHNOL	10/26/2023	0.00	4,409.50
132639	29464	DAN'S TOWING	10/26/2023	0.00	298.00
132640	29731	DATA CENTER SYSTEMS INC.	10/26/2023	0.00	1,200.00
132641	04166	DELL MARKETING L.P.	10/26/2023	0.00	7,290.87
132642	04690	DRISKILLS FOODS	10/26/2023	0.00	271.51
132643	28898	ECM PUBLISHERS INC	10/26/2023	0.00	340.00
132644	05481	EMERGENCY APPARATUS MAINT INC	10/26/2023	0.00	1,854.40
132645	30330	FAE LSE 6 LLC	10/26/2023	0.00	5,848.05
132646	30601	FAE LSE 8 LLC	10/26/2023	0.00	5,971.89
132647	UB*00937	GARDEN PARTY GALLERY	10/26/2023	0.00	114.40
132648	07689	GRAFIX SHOPPE	10/26/2023	0.00	565.00
132649	07681	GRAINGER, INC	10/26/2023	0.00	113.23
132650	07803	GUSTAVE A. LARSON COMPANY	10/26/2023	0.00	1,612.00
132651	08001	HACH COMPANY	10/26/2023	0.00	244.25
132652	UB*00934	NANCY J HALL	10/26/2023	0.00	108.52
132653	08004	HANCE HARDWARE, INC	10/26/2023	0.00	1,877.51
132654	08038	HAWKINS, INC	10/26/2023	0.00	7,198.22
132655	29060	HD SUPPLY INC	10/26/2023	0.00	259.90
132656	08627	HOME DEPOT CREDIT SERVICES	10/26/2023	0.00	591.56
132657	08625	HOPKINS POLICE ASSOCIATION	10/26/2023	0.00	1,190.00
132658	30941	HOPKINS POLICE CRIME FUND	10/26/2023	0.00	32.10
132659	08596	HOPKINS PUBLIC SCHOOLS	10/26/2023	0.00	10,000.00
132660	09801	I.U.O.E. CENTRAL PENSION FUND	10/26/2023	0.00	1,840.00
132661	30625	ICMA MEMBERSHIP RENEWALS	10/26/2023	0.00	1,200.00
132662	09534	INTERSTATE BATTERY SYSTEM	10/26/2023	0.00	689.85
132663	28825	JOBS FOUNDATION	10/26/2023	0.00	1,669.05
132664	11013	KATH FUEL OIL SERVICE	10/26/2023	0.00	1,515.00
132665	11327	KILLMER ELECTRIC CO INC	10/26/2023	0.00	1,987.80
132666	15447	ALAN KRATTLEY	10/26/2023	0.00	663.58

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132667	12012	LAW ENFORCEMENT LABOR SERVICE	10/26/2023	0.00	455.82
132668	30392	CIGNA LIFE INS COMP OF AMERICA -	10/26/2023	0.00	688.26
132669	30023	CIGNA LIFE INS COMP OF N AMERICA	10/26/2023	0.00	902.78
132670	31585	LOCKRIDGE GRINDAL NAUEN PLLP	10/26/2023	0.00	3,333.33
132671	30391	THE HARTFORD LTD	10/26/2023	0.00	2,274.06
132672	13012	MACQUEEN EQUIPMENT INC	10/26/2023	0.00	986.45
132673	31553	ERNESTO MARANJE	10/26/2023	0.00	15,000.00
132674	31257	SCOTT ANDREWS MARKS	10/26/2023	0.00	885.00
132675	31505	MARTIN MARIETTA MATERIALS INC	10/26/2023	0.00	970.06
132676	09085	MISSION SQUARE - ROTH IRA - 70626	10/26/2023	0.00	986.40
132677	13446	MN DEPT OF LABOR & INDUSTRY	10/26/2023	0.00	80.00
132678	13564	MOTOROLA	10/26/2023	0.00	563.75
132679	13760	MTI DISTRIBUTING INC	10/26/2023	0.00	104.45
132680	UB*00938	TERI MYHRAN	10/26/2023	0.00	80.00
132681	31587	LISA NELSON	10/26/2023	0.00	500.00
132682	29317	OFFICE OF MN IT SERVICES	10/26/2023	0.00	93.45
132683	29362	OPG-3, INC	10/26/2023	0.00	205.00
132684	15880	OWENS SERVICE CORP- CHEMTEX	10/26/2023	0.00	13,400.00
132685	UB*00935	MARK PANGER	10/26/2023	0.00	103.44
132686	UB*00921	ERIC PARADIS	10/26/2023	0.00	61.34
132687	16337	PIRTEK PLYMOUTH	10/26/2023	0.00	929.00
132688	16566	POMPS TIRE SERVICE INC	10/26/2023	0.00	4,483.66
132689	30352	PQL INC	10/26/2023	0.00	179.75
132690	31590	PREHALL ELECTRIC INC	10/26/2023	0.00	750.82
132691	16801	PUMP & METER SERVICE, INC	10/26/2023	0.00	825.94
132692	UB*00939	DAVID RAGNUCCI	10/26/2023	0.00	96.57
132693	08568	RESOURCE WEST	10/26/2023	0.00	17.08
132694	09084	MISSION SQUARE RETIREMENT TRUS	10/26/2023	0.00	2,713.04
132695	19004	SAMARITAN TIRE COMPANY	10/26/2023	0.00	1,272.00
132696	29143	SHRED IT USA	10/26/2023	0.00	79.91
132697	29384	SITEONE LANDSCAPE SUPPLY	10/26/2023	0.00	172.28
132698	19520	SNAP PRINT INC	10/26/2023	0.00	319.92
132699	19581	SOUTHWEST LOCK & KEY	10/26/2023	0.00	499.00
132700	19602	SPS COMPANIES INC	10/26/2023	0.00	248.77
132701	30390	THE HARTFORD STD	10/26/2023	0.00	3,222.70
132702	31562	STOP STICK LTD	10/26/2023	0.00	10,741.29
132703	UB*00933	JOHN SZUBA	10/26/2023	0.00	63.88
132704	30041	TELEMETRY & PROCESS CONTROLS,	10/26/2023	0.00	33,994.00
132705	29729	T-MOBILE USA, INC.	10/26/2023	0.00	100.00
132706	20560	TOLL GAS & WELDING SUPPLY	10/26/2023	0.00	73.80
132707	27981	ULINE INC	10/26/2023	0.00	161.34
132708	21523	UNION LOCAL 49	10/26/2023	0.00	805.00
132709	27553	UNITED RENTALS INC	10/26/2023	0.00	100.67
132710	21529	UNITED WAY	10/26/2023	0.00	38.46
132711	31588	UNIVERSITY OF MN VETERINARY ME	10/26/2023	0.00	422.66
132712	31586	DAVID UNMACHT	10/26/2023	0.00	750.00
132713	31589	US BANK	10/26/2023	0.00	2,167.00
132714	29458	VERIZON WIRELESS	10/26/2023	0.00	2,957.06
132715	29490	VERIZON WIRELESS	10/26/2023	0.00	715.23
132716	30017	VERIZON WIRELESS	10/26/2023	0.00	2,047.06
132717	UB*00936	DYLAN WELLS	10/26/2023	0.00	62.77
132718	30924	WENNER HOLDINGS LLC	10/26/2023	0.00	3,925.00
132719	28123	WRAP CITY GRAPHICS INC	10/26/2023	0.00	270.00
Total for 10/26/2023:				0.00	215,545.23

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
Report Total (313 checks):				196.00	2,264,229.98



Finance Department

CITY OF HOPKINS

City Council Report 2023-118

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

From: Nick Bishop, Finance Director

Date: November 14, 2023

Subject: Approve Water, Sanitary Sewer, Refuse Collection, Recycling and Organic Recycling Rates

RECOMMENDED ACTION

MOTION TO Approve Resolution No. 2023-045 Increasing Water and Sanitary Sewer Rates Effective January 1, 2024.

MOTION TO Approve Resolution No. 2023-046 Increasing Refuse Collection, Recycling and Organic Recycling Rates Effective January 1, 2024.

OVERVIEW

Water and Sanitary Sewer Rates

The water and sewer fund budgets were reviewed at the October 11th City Council Meeting. The 2024 budget includes conservative assumptions on the amount of water and sewer that will be used by customers. Both funds have proposed increases based on operational needs, capital needs and debt repayment. The water fund and sanitary sewer fund have proposed rate increases of 16% and 5%, respectively.

Refuse Collection, Recycling and Organic Recycling Rates

The refuse fund budget was reviewed at the October 11th City Council Meeting. Rate increases are being proposed for operational needs. Refuse collection is done by the Public Works Department. The City has a five-year contract with an outside service provider for recycling and organic recycling. Rates are increased based on that contract. The proposed rate increases are refuse collection (5%), recycling (2.55%) and organic recycling (2.43%).

SUPPORTING INFORMATION

- Rate Increases and Effect on Residential and Commercial Customers
- Proposed Capital Improvement Projects
- Resolution No. 2023-045 Increasing Water and Sanitary Sewer Rates Effective January 1, 2024
- Resolution No. 2023-046 Increasing Refuse Collection, Recycling and Organic Recycling Effective January 1, 2024

Rate Increases and Effect on Residential and Commercial Customers

Water and Sanitary Sewer Rates			
	2023	2024	Percent
	<u>Current</u>	<u>Proposed</u>	<u>Increase</u>
Flat Rates Per Meter Per Month			
Residential - 5/8" meter	3.34	3.87	15.87%
Residential - 1" meter	3.34	3.87	15.87%
Apt/Commercial - 1-1/2" to 2" meter	6.69	7.76	15.99%
Apt/Commercial - 3" meter	10.04	11.65	16.04%
Apt/Commercial - 4" meter	13.35	15.49	16.03%
Apt/Commercial - 6" meter	20.04	23.25	16.02%
Consumption Rates, Per 1,000 Gallons			
Residential and Multi-Family			
0 - 3,000 gallons	3.42	3.97	16.08%
3,001 - 5,000 gallons	3.94	4.57	15.99%
5,001 and over	4.52	5.24	15.93%
Commercial			
0 - 10,000 gallons	3.27	3.79	15.90%
10,001 - 20,000 gallons	3.75	4.35	16.00%
20,001 and over	4.32	5.01	15.97%
Irrigation - all usage	4.09	4.74	15.89%
Production meter	3.45	4.00	15.94%
Sanitary Sewer	7.58	7.96	5.00%

Refuse, Recycling and Organic Recycling Rates			
	2023	2024	Percent
	<u>Current</u>	<u>Proposed</u>	<u>Increase</u>
Refuse Collection			
35 Gallon - Every Other Week	13.85	14.55	5.05%
35 Gallon	18.85	19.80	5.04%
65 Gallon	22.85	24.00	5.03%
95 Gallon	26.30	27.60	4.94%
Recycling	5.50	5.64	2.55%
Organic Recycling	5.75	5.89	2.43%

Impact on Low, Median and High Residential User				
	Actual 2023	Proposed 2024	\$ Increase	% Increase
Single Family Residential (Lower User)				
Water (1,500 Gallons)	\$ 8.47	\$ 9.83	\$ 1.36	16.00%
Sewer (1,500 Gallons)	\$ 11.37	\$ 11.94	\$ 0.57	5.01%
Total Monthly Bill	\$ 19.84	\$ 21.77	\$ 1.93	9.70%
Single Family Residential (Median User)				
Water (4,000 Gallons)	\$ 17.54	\$ 20.35	\$ 2.81	16.02%
Sewer (3,000 Gallons)	\$ 22.74	\$ 23.88	\$ 1.14	5.01%
Total Monthly Bill	\$ 40.28	\$ 44.23	\$ 3.95	9.81%
Single Family Residential (High User)				
Water (8,800 Gallons)	\$ 38.66	\$ 44.83	\$ 6.18	15.98%
Sewer (4,800 Gallons)	\$ 36.38	\$ 38.21	\$ 1.82	5.01%
Total Monthly Bill	\$ 75.04	\$ 83.04	\$ 8.00	10.66%

Impact on Low and High Commercial User				
	Actual 2023	Proposed 2024	\$ Increase	% Increase
Commercial Property (Low User with a 1" Meter)				
Water (3,000 Gallons)	\$ 16.50	\$ 19.13	\$ 2.63	15.94%
Sewer (3,000 Gallons)	\$ 22.74	\$ 23.88	\$ 1.14	5.01%
Total Monthly Bill	\$ 39.24	\$ 43.01	\$ 3.77	9.61%
Commercial Property (High User with a 2" Meter)				
Water (35,000 Gallons)	\$ 141.69	\$ 164.31	\$ 22.62	15.96%
Sewer (35,000 Gallons)	\$ 265.30	\$ 278.60	\$ 13.30	5.01%
Total Monthly Bill	\$ 406.99	\$ 442.91	\$ 35.92	8.83%

Proposed Capital Improvement Projects

Over the next five years we have identified \$11,381,000 and \$7,313,000 in capital infrastructure projects related to the water and sewer funds, respectively. The projects are for ongoing utility improvements related to road reconstruction and trunk water main rehabilitation. The complete detail for all scheduled capital improvements can be found in the Capital Improvement Plan.

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2023-045

**INCREASING WATER AND SANITARY SEWER
RATES EFFECTIVE JANUARY 1, 2024**

WHEREAS, the City of Hopkins has established Ordinance No. 92-712 Sewer and Water Utility rates, City Code section 40-22 which defines water rates and section 40-24 which defines sanitary sewer rates; and

WHEREAS, the ordinances authorize water and sanitary sewer rates to be set forth by council resolution; and

WHEREAS, utility rates were analyzed to determine the long-term viability of the water and sewer funds; and

WHEREAS, it was determined that current rates are insufficient to meet operation and capital needs;

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Hopkins hereby sets the service charge for the water and sanitary sewer utilities at the following rates to be paid to the City upon billing as follows:

The water service usage charge be set at the rates shown

Flat Rates

Residential – 5/8” meter	3.87
Residential – 1” meter	3.87
Apt/Commercial – 1-1/2” to 2” meter	7.76
Apt/Commercial – 3” meter	11.65
Apt/Commercial – 4” meter	15.49
Apt/Commercial – 6” meter	23.25

Residential and Multi-Family

0 – 3,000 gallons	3.97
3,001 – 5,000 gallons	4.57
5,001 and over	5.24

Commercial

0-10,000 gallons	3.79
10,001 – 20,000 gallons	4.35
20,001 and over	5.01

Irrigation – all usage	4.74
Production Meter	4.00

All water rates are per 1,000 gallons of water consumed.

The sanitary sewer service charge for all classes of users on the system at \$7.96 per 1,000 gallons of water used.

Adopted by the City Council of the City of Hopkins this 14th day of November, 2023.

By: _____
Patrick Hanlon, Mayor

ATTEST:

Amy Domeier, City Clerk

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2023-046

**INCREASE REFUSE COLLECTION, RECYCLING AND ORGANIC
RECYCLING RATES EFFECTIVE JANUARY 1, 2024**

WHEREAS, The City of Hopkins has established Ordinance No. 92-707 Solid Waste Management and City Code section 34-28 which defines billing rates; and

WHEREAS, the City Code authorizes billing rates to be set forth by council resolution; and

WHEREAS, billing rates were analyzed to determine the long-term viability of the refuse fund; and

WHEREAS, it was determined that current rates are insufficient to meet operational needs,

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Hopkins hereby sets the service charge for refuse collection, recycling and organic recycling at the following rates to be paid to the City upon billing as follows:

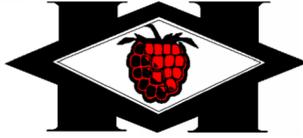
Refuse Collection (per month)	
35 Gallon – Every Other Week	\$14.55
35 Gallon	\$19.80
65 Gallon	\$24.00
95 Gallon	\$27.60
Recycling (per month)	\$5.64
Organic (per month)	\$5.89

Adopted by the City Council of the City of Hopkins this 14th day of November, 2023.

By: _____
Patrick Hanlon, Mayor

ATTEST:

Amy Domeier, City Clerk



Public Works Dept.

CITY OF HOPKINS

City Council Report 2023-117

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

From: Eric Klingbeil, PE, City Engineer

Date: November 14, 2023

Subject: Public Improvement Hearing - 2024 Street and Utility Improvements, City Project 2023-10

RECOMMENDED ACTION

MOTION TO adopt Resolution 2023-042, Resolution Ordering Improvement, 2024 Street and Utility Improvements and companion Resolution 2023-043, stating the City's intent to reimburse itself using bonds

OVERVIEW

At its October 4, 2023 meeting, a feasibility report concerning street and utility improvements along 7th Avenue N from the former HCRRA alley to Minnetonka Mills Road, 8th Avenue N from 2nd Street N to Minnetonka Mills Road, 3rd Street N from 5th Avenue N to 8th Avenue N, 6th Avenue N from Mainstreet to 1st Street N, 1st Street N from 5th Avenue N to 8th Avenue N, 2nd Street N from 5th Avenue N to 8th Avenue N was presented to the City Council and a public hearing on the improvements was ordered for November 14, 2023.

In accordance with state statutes, the City Council needs to conduct a public hearing and determine authorization of the project. Hearing notices have been mailed to all affected property owners of record. Following the public hearing, if the project is ordered, City Council is asked to state the City's intent to reimburse itself using bonds.

SUPPORTING INFORMATION

- Feasibility Report –available upon request
- Notice of Public Hearing
- Affidavits of Mailing
- Preliminary Assessment Roll
- Final Design Services Proposal
- Resolutions 2023-042 & 2023-043

ANALYSIS OF ISSUES

Scope of Improvements

This project includes the following improvements:

- Full reconstruction of the following streets:
 - 7th Avenue N from the former HCRRA Alley to Minnetonka Mills Road
 - 8th Avenue from 2nd Street N to Minnetonka Mills Road
 - 3rd Street N from 5th Avenue N to 8th Avenue N
- Reclamation and resurfacing of 6th Avenue N from Mainstreet to 1st St N
- Mill and Overlay of the following streets:
 - 1st Street N from 5th Avenue N to 8th Avenue N
 - 2nd Street N from 5th Avenue N to 8th Avenue N

The pavement condition index for most of the project area is below 40, which indicates failed pavement and warrants reconstruction. Maintenance procedures such as seal coating, mill and overlay, or reclamation are no longer effective strategies. Proposed street improvements include full reconstruction of streets and new curb and gutter.

Water main is proposed to be replaced in the entire reconstruction area. Most of the existing main is in excess of 60 years old, undersized, and made from cast iron. New main will be ductile iron, which has better reliability and when properly installed a longer lifecycle than cast iron. All water services will be replaced from the main to the property line.

Sanitary sewer improvements consist of replacing old and outdated material mains. The existing sanitary sewer mains are in excess of 60 years old and are made of an outdated material, clay.

Proposed storm sewer improvements include new curb and gutter, removal and replacement of the existing storm sewer mains, upsizing mains in select areas to better handle larger storm events, and addition of storm sewer inlets to reduce water ponding in the street.

Pedestrian facilities include:

- Replacement of existing sidewalk and pedestrian ramps in the reconstruction area

During the scoping for this project, it was determined that there was other work that should be included in the project. Traditionally this work was bid as a separate, standalone project but in recent years it has been bid with the street and utility improvement project and the City has received very favorable bid prices as a result.

This additional work will be funded by separate items in the CIP and Budget and includes the following:

- Sanitary Sewer Lining in areas across the City as identified by Public Works
- Citywide sidewalk repairs

Public Input

Public informational meetings regarding the improvements were held on September 13th and October 24th. The meeting formats consisted of a presentation of the overall project scope, with an open house style question and answer session.

A questionnaire was sent to all properties in the project area in May 2023 in advance of the neighborhood meetings. Drainage concerns, pedestrian facility concerns, desire for improved street surface, and property specific concerns were the most common responses.

Assessments

The proposed street assessments are based on the City's assessment policy, whereby 70% of the street reconstruction cost and 50% of the water and sewer service replacement are assessed to benefiting properties. The policy also allows for assessments to be capped should assessments exceed previous year assessments by 20%; the costs for this project will trigger the assessment cap. A preliminary assessment roll has been calculated and can be found in the appendix of the attached Feasibility Report. As with the 2023 Street and Utility Improvement Project staff has identified properties that were assessed in previous adjacent projects to determine if the assessment cap would have been in a factor if the projects had been assessed as one project.

The assessment cap for residential properties is \$106.14 per front foot, following the typical 3% increase per year. Without the cap assessments could be more than double the capped rate.

Project Budget and Costs

The estimate for this project which includes contingency, and costs for legal, administrative, and engineering costs for all the work, totals to \$7,860,000. Due to rounding, there may be slightly different estimated projects costs may be shown in different materials.

Project costs and funding sources are as follows:

Funding Source	CIP Budget Street Reconstruction	CIP Budget Street Rehabilitation/ Sewer Lining/ Pedestrian Improvements	Estimated Cost
PI-PIR/General Obligation Bonds	\$3,000,000	\$450,000	\$3,009,000
Assessments	1,046,000		956,000
Storm Sewer Fund	624,000		1,196,000
Sanitary Sewer Fund	1,588,000	60,000	1,172,000
Water Fund	1,585,000		1,536,000
Total	\$7,843,000	\$510,000	\$7,869,000

Preliminary cost estimates show the project tracking within CIP budget. Construction unit prices have begun to stabilize, but construction material costs remain volatile. It is anticipated the project will remain within the CIP budget.

Project Schedule

Public hearing/order final design	November 14, 2023
Approve final plans/order bids	January 16, 2024
Order Assessment Hearing	February 20, 2024
Public Informational Neighborhood Meeting	March 11-14 (Date TBD)
Conduct Public Assessment Hearing	March 19, 2024
Adopt Assessment Roll/Award Contract	March 19, 2024
Begin Construction	Spring 2024
Complete Construction	Fall 2024

Staff Recommendation

Staff recommends ordering the above details improvement with adoption of Resolutions 2023-042 and 2023-043 following the public hearing.

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2023-042

**RESOLUTION ORDERING PUBLIC IMPROVEMENT
2024 STREET AND UTILITY IMPROVEMENTS, PROJECT NO. 2023-10**

WHEREAS, a resolution of the City Council adopted the 3rd day of October, 2023 fixed a date for a Council Hearing on the improvements on 7th Avenue N from the former HCRRA alley to Minnetonka Mills Road, 8th Avenue N from 2nd Street N to Minnetonka Mills Road, 3rd Street N from 5th Avenue N to 8th Avenue N, 6th Avenue N from Mainstreet to 1st Street N, 1st Street N from 5th Avenue N to 8th Avenue N, 2nd Street N from 5th Avenue N to 8th Avenue N; including pavement, curbing, sidewalk, signage, drainage, water and sanitary sewer improvements and all necessary appurtenances, and

WHEREAS, t the City Council deems it appropriate and expedient to make such improvements, and

WHEREAS, ten days mailed notice and two weeks published notice of the hearing was given, and the hearing was held thereon on the 14th day of November, 2023 at which all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report and the recommendations are hereby accepted.
2. Such improvement is hereby ordered as proposed in the Council Resolution adopted the 14th day of November, 2023. The total estimated project cost is \$7,860,000 of which \$946,000 is estimated to be assessed.
3. Bolton & Menk, Inc. is hereby designated as the engineer for this improvement and shall prepare plans and specifications for the making of such improvement. The Mayor and City Manager are hereby authorized to enter into a contract for engineering and construction services for this improvement.
4. The City Attorney and City Engineer are hereby authorized to acquire necessary easements by negotiation or condemnation.

Adopted by the City Council of the City of Hopkins, Minnesota, this 14th day of November, 2023.

Patrick Hanlon, Mayor

Amy Domeier, City Clerk

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2023-043

**RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY OF HOPKINS TO
REIMBURSE CERTAIN EXPENDITURES FROM GENERAL OBLIGATION
IMPROVEMENT BOND PROCEEDS TO BE ISSUED BY THE CITY OF HOPKINS**

WHEREAS, the Internal Revenue Service has issued Treas. Reg. #1.150-2 providing that proceeds of tax-exempt bonds used to reimburse prior expenditures shall not be deemed spent unless certain requirements are met; and

WHEREAS, the City expects to incur certain expenditures, which may be financed temporarily from sources other than bonds, and reimbursed from the bond proceeds;

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

1. The City intends to incur expenditures for the project described in Council Report 2023-117, for City Project 2023-10 (the "Project"), and intends to reimburse itself for such expenditures from the bond proceeds to be issued by the City in the maximum principal amount described in the "project".
2. The City Manager is authorized to designate additions to Project 2023-10 in circumstances where time is of the essence, and any such designation shall be reported to the Council at the earliest practicable date and shall be filed with the official books and records of the City.
3. This resolution is intended to constitute a declaration of official intent for the purpose of Treas. Reg. #1.150-2 and any successor law, regulation, ruling or amendment pertaining thereto.

Adopted by the City Council of the City of Hopkins, Minnesota, this 14th day of November, 2023.

Patrick Hanlon, Mayor

Amy Domeier, City Clerk

**CITY OF HOPKINS
2024 CENTRAL AVENUES IMPROVEMENTS PUBLIC HEARING**

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council will hold the Public Hearing in the Council Chambers of City Hall, 1010 1st St S, at 6:30 p.m. on Tuesday, November 14th, 2023, to consider the making of improvements on:

7th Avenue North from 200' north of Mainstreet to Minnetonka Mills Road; 8th Avenue North from 2nd Street North to Minnetonka Mills Road; and 3rd Street North from 5th Avenue North to 8th Avenue North.

Generally, the project involves the addition/replacement of storm sewer; water main replacement; water service replacement; sanitary sewer replacement; sanitary sewer service replacement; concrete curb & gutter addition/replacement; bituminous street removal and reconstruction; and turf restoration; pursuant to Minn. Statutes, Section 429.011 to 429.111. The area proposed to be assessed for such improvement includes all properties located along the streets listed above and as shown below.

<u>Plat Name</u>	<u>Sec</u>	<u>Twp</u>	<u>Rng</u>	<u>Q/O</u>
West Minneapolis 2 nd Division	24	117	22	NW/SE
West Minneapolis 2 nd Division	24	117	22	SW/NE

The estimated cost of the improvement is \$7,860,000. A reasonable estimate of the impact of the assessment will be available at the hearing. Such persons as desire to be heard with reference to the proposed improvement will be heard at this meeting.

Amy Domeier, City Clerk
952-548-6304

Published in the Sun Sailor on November 2, 2023 & November 9, 2023.

AFFIDAVIT OF MAILING PUBLIC HEARING NOTICE

STATE OF MINNESOTA)
) SS.
COUNCIL OF HOPKINS)

Jackie Caple, being first duly sworn, deposed and says:

I am a United States citizen, over 21 years of age. On October 5th, 2023, acting on behalf of the City of Hopkins, I caused to be deposited in the United States Post Office at the City of Burnsville, Minnesota, copies of the attached Notice of Public Hearing for the 2024 Central Avenues Improvements, City of Hopkins, MN Project No. 2023-010, enclosed in sealed envelopes, with postage thereon fully prepaid, addressed to the following persons at the addresses appearing on the attached copy of the mailing list.

There is delivery service by United States mail between the place of mailing and the places so addressed.

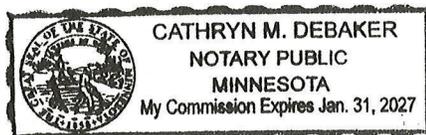


Signature

Subscribed and sworn to before me this 5th day of October, 2023.



Notary Public



MATTHEW SLAMA
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HOPKINS MN 55343

EDWARD T GIWOYNA
621 2ND ST N
HOPKINS MN 55343

TYLER DALE BREN
801 2ND ST N
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MATTHEW BRADLEY MILLER
SARAH BRIANNE STOUT MILLER
202 5TH AVE N
HOPKINS MN 55343

NANCY LYNNETTE MILLER
206 5TH AVE N
HOPKINS MN 55343

BRUCE G THIES
210 5TH AVE N
HOPKINS MN 55343

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KRISTINA M BARTEN
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JILL WINZENBURG
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NATALYA SHARMA VENJOHN
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RACHEL A WEHBER
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JOHN HINES III
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ANDREW & ELIZABETH FISCHER
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MARK E DOBBINS
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JESSICA E WILLS
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CODY M RUSTAD
209 7TH AVE N
HOPKINS MN 55343

ANNA VLADIMIROVNA BULOCHNIK
YEVGENY BULOCHNIK
210 7TH AVE N
HOPKINS MN 55343

KARIN L VAVRICHEK
213 7TH AVE N
HOPKINS MN 55343

LINDSEY CHIPKA
214 7TH AVE N
HOPKINS MN 55343

KELLY D HEIKKILA
217 7TH AVE N
HOPKINS MN 55343

SCOTT A BARTELLS
STEPHANIE A BARTELLS
218 7TH AVE N
HOPKINS MN 55343

DEBRAH W & JAMES A GENELLIE
221 7TH AVE N
HOPKINS MN 55343

PATRICK TIMMERS
ELLEN TIMMERS
222 7TH AVE N
HOPKINS MN 55343

JOHN & MARJORIE RACKLIFFE
225 7TH AVE N
HOPKINS MN 55343

GILI MUSSMAN
RILEY PETERSON
226 7TH AVE N
HOPKINS MN 55343

PETER M AMES & AMY J AMES
229 7TH AVE N
HOPKINS MN 55343

YUNSHA HE & YING CHEN
1661 WEST 63RD STREET
EXCELSIOR MN 55331

PAOLO LOVAGNINI
233 7TH AVE N
HOPKINS MN 55343

BETH A BEATTY
234 7TH AVE N
HOPKINS MN 55343

JULIE ANN BOEHMER
237 7TH AVE N
HOPKINS MN 55343

MELODIE BARD
238 7TH AVE N
HOPKINS MN 55343

VICTORIA/R BENJAMIN TWOGOOD
241 7TH AVE N
HOPKINS MN 55343

CRAIG BAUNE
242 7TH AVE N
HOPKINS MN 55343

EDITH M BEECHER
245 7TH AVE N
HOPKINS MN 55343

LAURA SADLER
300 7TH AVE N
HOPKINS MN 55343

JUNIPER LAND TRUST LLC
5576 BRISTOL LANE
MINNETONKA MN 55343

GINGER LYNN WORWA
304 7TH AVE N
HOPKINS MN 55343

HEINZ RICHTER & MONIKA KOPEC
307 7TH AVE N
HOPKINS MN 55343

CHRISTOPHER J GILSON
TERRI G GILSON
309 7TH AVE N
HOPKINS MN 55343

MARK C JONES
310 7TH AVE N
HOPKINS MN 55343

JERALD P & GAYLE L SEABERG
313 7TH AVE NO
HOPKINS MN 55343

MARSHALL DAVIS
314 7TH AVE N
HOPKINS MN 55343

ROSE KELLY
316 7TH AVE N
HOPKINS MN 55343

KAYLA N SAUVE
321 7TH AVE N
HOPKINS MN 55343

MARK & TIPHANIE DIRNBERGER
322 7TH AVE N
HOPKINS MN 55343

LINDA A ELIE
326 7TH AVE N
HOPKINS MN 55343

ELLEN VONDENKAMP
201 8TH AVE N
HOPKINS MN 55343

HEIDI A HANSCHU
205 8TH AVE N
HOPKINS MN 55343

HEATHER BUESSELER
209 8TH AVE N
HOPKINS MN 55343

JUSTIN P DOYLE
CLAIRE C DOYLE
210 8TH AVE N
HOPKINS MN 55343

TIMOTHY SNYDER
JOY SNYDER
213 8TH AVE N
HOPKINS MN 55343

BARBARA J WEAVER
214 8TH AVE N
HOPKINS MN 55343

ALLISON WACHUTKA
218 8TH AVE N
HOPKINS MN 55343

CURTIS D & KRISTA J DEDERICH
221 8TH AVE N
HOPKINS MN 55343

JOSEPH R/DIANNA L DIPALERMO
222 8TH AVE N
HOPKINS MN 55343

KEVIN NEWBERGER
CARLY MYRDAL
225 8TH AVE N
HOPKINS MN 55343

S & L MCSPADDEN
226 8TH AVE N
HOPKINS MN 55343

LAURA A MESTLER
229 8TH AVE N
HOPKINS MN 55343

JEFFREY L URBAN
SUSAN W URBAN
230 8TH AVE N
HOPKINS MN 55343

ERIK R HENRICKSEN
233 8TH AVE N
HOPKINS MN 55343

BRANDON HAYES/JOURDAN HAYES
234 8TH AVE N
HOPKINS MN 55343

GLENN M PRIEST
237 8TH AVE N
HOPKINS MN 55343

STEREME LLC
2601 CASCO PT RD
WAYZATA MN 55391

TERRY P & LORRI L EISWALD
242 8TH AVE N
HOPKINS MN 55343

HIEN M LU & VAN THUY VUONG
243 8TH AVE N
HOPKINS MN 55343

DAVID B LENTZ
245 8TH AVE N
HOPKINS MN 55343

MOLLY LONG & DAVID LOVETT
246 8TH AVE N
HOPKINS MN 55343

MARY B LAUER
300 8TH AVE N
HOPKINS MN 55343

PAMELA J KOLLODGE
BLAIR CROCKETT
301 8TH AVE N
HOPKINS MN 55343

ELIZABETH S CLEARY
305 8TH AVE N
HOPKINS MN 55343

MARY ELLEN GABRIELE
7710 CORCORAN TRL W
CORCORAN MN 55340

JOSH REDIGER
LARRY S REDIGER
309 8TH AVE N
HOPKINS MN 55343

RONALD J HELGESON
310 8TH AVE N
HOPKINS MN 55343

JOSHUA DEAN ZUZEK
ELIZABETH RUTH ZUZEK
314 8TH AVE N
HOPKINS MN 55343

MICHAEL S CRANE
SARAH L REEH-CRANE
315 8TH AVE N
HOPKINS MN 55343

CHARLES M PLUNKETT
DEBRA P PLUNKETT
317 8TH AVE N
HOPKINS MN 55343

BRIAN J/JACQUELINE L O HUNKE
318 8TH AVE N
HOPKINS MN 55343

HEIDI J HEMMEN
321 8TH AVE N
HOPKINS MN 55343

JAMES JAECKELS
NANCY JAECKELS
324 8TH AVE N
HOPKINS MN 55343

AMY
LKT PROPERTIES LLC
405 12TH AVE N
HOPKINS MN 55343

TODD KING & COLLEEN KING
6045 BRAND CIR
EXCELSIOR MN 55331

JANELA & THEODORE EHRlich
330 8TH AVE N
HOPKINS MN 55343

MICHAEL J MOULTON
333 8TH AVE N
HOPKINS MN 55343

CYPRIAN R TROYER
334 8TH AVE N
HOPKINS MN 55343

JEAN HAMMOND
338 8TH AVE N
HOPKINS MN 55343

PRELIMINARY ASSESSMENT ROLL

2024 CENTRAL AVENUES IMPROVEMENTS

CITY OF HOPKINS, MN

CITY PROJECT NO. 2023-010

BMI PROJECT NO. 0T1.130543

PID	PROPERTY ADDRESS	TAXPAYER NAME	TAXPAYER ADDRESS (LINE 1)	TAXPAYER ADDRESS (LINE 2)	TAXPAYER ADDRESS (LINE 3)	PROPOSED STREET ASSESSMENT	PROPOSED WATER SERVICE ASSESSMENT	PROPOSED SEWER SERVICE ASSESSMENT	TOTAL PROPOSED ASSESSMENT
2411722130040	607 2ND STREET NORTH	MATTHEW SLAMA	607 2ND ST N	HOPKINS MN 55343		\$ 3,784.54	\$ -	\$ -	\$ 3,784.54
2411722130041	621 2ND STREET NORTH	EDWARD T GIWOYNA	621 2ND ST N	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722130085	801 2ND STREET NORTH	TYLER DALE BREN	801 2ND ST N	HOPKINS MN 55343		\$ 1,284.14	\$ 1,675.00	\$ 1,600.00	\$ 4,559.14
2411722130020	202 5TH AVENUE NORTH	MATTHEW BRADLEY MILLER	SARAH BRIANNE STOUT MILLER	202 5TH AVE N	HOPKINS MN 55343	\$ 3,784.54	\$ -	\$ -	\$ 3,784.54
2411722130019	206 5TH AVENUE NORTH	NANCY LYNNETTE MILLER	206 5TH AVE N	HOPKINS MN 55343		\$ 3,784.54	\$ -	\$ -	\$ 3,784.54
2411722130018	210 5TH AVENUE NORTH	BRUCE G THIES	210 5TH AVE N	HOPKINS MN 55343		\$ 3,784.54	\$ -	\$ -	\$ 3,784.54
2411722130017	214 5TH AVENUE NORTH	MARY STONE	217A ASBURY ST	HOUSTON TX 77007		\$ 3,784.54	\$ -	\$ -	\$ 3,784.54
2411722130016	218 5TH AVENUE NORTH	LINDA K WELSCH	1383 HWY 58	P.O. BOX 187	DANNEBROG NE 68831	\$ 3,784.54	\$ -	\$ -	\$ 3,784.54
2411722130015	222 5TH AVENUE NORTH	DAVID D BARTEN	KRISTINA M BARTEN	222 5TH AVE N	HOPKINS MN 55343	\$ 3,784.54	\$ -	\$ -	\$ 3,784.54
2411722130014	226 5TH AVENUE NORTH	D J DOLINA & A E DOLINA	226 5TH AVE N	HOPKINS MN 55343		\$ 3,784.54	\$ -	\$ -	\$ 3,784.54
2411722130013	230 5TH AVENUE NORTH	JUSTIN WINZENBURG	JILL WINZENBURG	230 5TH AVE N	HOPKINS MN 55343	\$ 3,784.54	\$ -	\$ -	\$ 3,784.54
2411722130012	234 5TH AVENUE NORTH	SUSAN J OWEN	BASIL A OWEN III	234 5TH AVE N	HOPKINS MN 55343	\$ 3,784.54	\$ -	\$ -	\$ 3,784.54
2411722130011	238 5TH AVENUE NORTH	ANNETTE R WELLS	238 5TH AVE N	HOPKINS MN 55343		\$ 3,784.54	\$ -	\$ -	\$ 3,784.54
2411722130010	242 5TH AVENUE NORTH	JOHN M AHLFS	242 5TH AVE N	HOPKINS MN 55343		\$ 3,784.54	\$ -	\$ -	\$ 3,784.54
2411722130009	246 5TH AVENUE NORTH	HERBERT H & FRANCES L HESCH	246 N 5TH AVE	HOPKINS MN 55343		\$ 3,784.54	\$ -	\$ -	\$ 3,784.54
2411722130145	300 5TH AVENUE NORTH	DAKARAI K BROWN	LAURA A BROWN	300 5TH AVE N	HOPKINS MN 55343	\$ 3,784.54	\$ -	\$ -	\$ 3,784.54
2411722130021	201 6TH AVENUE NORTH	JOSEPH F RINALDI III	201 6TH AVE N	HOPKINS MN 55343		\$ 3,784.54	\$ -	\$ -	\$ 3,784.54
2411722130022	209 6TH AVENUE NORTH	KATLYN MALAM & DANIEL MALAM	209 6TH AVE N	HOPKINS MN 55343		\$ 3,784.54	\$ -	\$ -	\$ 3,784.54
2411722130039	210 6TH AVENUE NORTH	KELLY E LAMB	210 6TH AVE N	HOPKINS MN 55343		\$ 3,784.54	\$ -	\$ -	\$ 3,784.54
2411722130038	214 6TH AVENUE NORTH	JEANNE TERHAAR	214 6TH AVE N	HOPKINS MN 55343		\$ 3,784.54	\$ -	\$ -	\$ 3,784.54
2411722130023	215 6TH AVENUE NORTH	TIMOTHY PAUL HOFFMAN	215 6TH AVE N	HOPKINS MN 55343		\$ 3,784.54	\$ -	\$ -	\$ 3,784.54
2411722130024	221 6TH AVENUE NORTH	MICHAEL J ESTOMBA	221 6TH AVE N	HOPKINS MN 55343		\$ 3,784.54	\$ -	\$ -	\$ 3,784.54
2411722130037	224 6TH AVENUE NORTH	CHRISTOPHER M VENJOHN	NATALYA SHARMA VENJOHN	224 6TH AVE N	HOPKINS MN 55343	\$ 3,784.54	\$ -	\$ -	\$ 3,784.54
2411722130025	225 6TH AVENUE NORTH	GLORIA J CONNOR	225 6TH AVE NO	HOPKINS MN 55343		\$ 3,784.54	\$ -	\$ -	\$ 3,784.54
2411722130036	226 6TH AVENUE NORTH	LISA M LARSON	226 6TH AVE N	HOPKINS MN 55343		\$ 3,784.54	\$ -	\$ -	\$ 3,784.54
2411722130026	229 6TH AVENUE NORTH	KEVIN R WEHBER	RACHEL A WEHBER	229 6TH AVE N	HOPKINS MN 55343	\$ 3,784.54	\$ -	\$ -	\$ 3,784.54
2411722130035	230 6TH AVENUE NORTH	ANTONIA E CELESTINE BARLAGE	ANDRW ROBERT BARLAGE	230 6TH AVE N	HOPKINS MN 55343	\$ 3,784.54	\$ -	\$ -	\$ 3,784.54
2411722130027	233 6TH AVENUE NORTH	MICHAEL T & INGRID Y BROWN	233 6TH AVE N	HOPKINS MN 55343		\$ 3,784.54	\$ -	\$ -	\$ 3,784.54
2411722130034	234 6TH AVENUE NORTH	CHARLES E DORN	234 6TH AVE N	HOPKINS MN 55343		\$ 3,784.54	\$ -	\$ -	\$ 3,784.54
2411722130028	237 6TH AVENUE NORTH	GREGORY V CHAMBERLIN	237 6TH AVE N	HOPKINS MN 55343		\$ 3,784.54	\$ -	\$ -	\$ 3,784.54
2411722130033	238 6TH AVENUE NORTH	LAURIE R ERICKSON	238 6TH AVE N	HOPKINS MN 55343		\$ 3,784.54	\$ -	\$ -	\$ 3,784.54
2411722130029	241 6TH AVENUE NORTH	STEVEN J & JULIE B HRUSKA	241 6TH AVE N	HOPKINS MN 55343		\$ 3,784.54	\$ -	\$ -	\$ 3,784.54
2411722130032	242 6TH AVENUE NORTH	ZACHARY E LEIRDAHL	AKEXANDRA K NAAS	242 6TH AVE N	HOPKINS MN 55343	\$ 3,784.54	\$ -	\$ -	\$ 3,784.54
2411722130030	245 6TH AVENUE NORTH	MICHELLE L DOBBINS	245 6TH AVE N	HOPKINS MN 55343		\$ 3,784.54	\$ -	\$ -	\$ 3,784.54
2411722130031	246 6TH AVENUE NORTH	DOUGLAS NHIE NGUYEN	246 6TH AV N	HOPKINS MN 55343		\$ 3,784.54	\$ -	\$ -	\$ 3,784.54
2411722130138	302 6TH AVENUE NORTH	AMBER L RISHAVY	302 6TH AVE N	HOPKINS MN 55343		\$ 1,504.59	\$ -	\$ -	\$ 1,504.59
2411722130146	303 6TH AVENUE NORTH	SAMUEL OSTLUND	JULIA OSTLUND	303 6TH AVE N	HOPKINS MN 55343	\$ 1,504.59	\$ -	\$ -	\$ 1,504.59
2411722420035	11 7TH AVENUE NORTH	A E & M PROPERTIES LLC	8320 KELZER POND DR	VICTORIA MN 55386		\$ 6,963.84	\$ 3,850.00	\$ 3,200.00	\$ 14,013.84
2411722420034	13 7TH AVENUE NORTH	A E & M PROPERTIES LLC	8320 KELZER POND DR	VICTORIA MN 55386		\$ 5,200.86	\$ 1,675.00	\$ 1,600.00	\$ 8,475.86
2411722420036	17 7TH AVENUE NORTH	RAELA SCHOENHERR	17 7TH AVE N	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722420047	18 7TH AVENUE NORTH	KYLIE E SWANSON	18 7TH AV N	HOPKINS MN 55343		\$ 7,960.50	\$ 1,675.00	\$ 1,600.00	\$ 11,235.50
2411722420037	21 7TH AVENUE NORTH	ERIC WERGIN	21 7TH AVE N	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722420046	22 7TH AVENUE NORTH	MICHAEL R PETERSEN	22 7TH AVE N	HOPKINS MN 55343		\$ 3,608.76	\$ 1,675.00	\$ 1,600.00	\$ 6,883.76
2411722420038	25 7TH AVENUE NORTH	JAMES SEALE & KATE SEALE	25 7TH AVE N	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722420045	26 7TH AVENUE NORTH	KIRSTEN S EICKENBERG	26 7TH AVE N	HOPKINS MN 55343		\$ 6,368.40	\$ 1,675.00	\$ 1,600.00	\$ 9,643.40
2411722420039	29 7TH AVENUE NORTH	TINA M WATTS/DANIEL J WATTS	29 7TH AVE N	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722420044	30 7TH AVENUE NORTH	KATHLEEN J HINES	JOHN HINES III	30 7TH AVE N	HOPKINS MN 55343	\$ 4,245.60	\$ 1,675.00	\$ 1,600.00	\$ 7,520.60
2411722420040	33 7TH AVENUE NORTH	ANDREW & ELIZABETH FISCHER	33 7TH AVE N	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722420043	34 7TH AVENUE NORTH	ROBERT D ROSSBOROUGH	34 7TH AVE N	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722420041	37 7TH AVENUE NORTH	CLIFFORD A & TONI M TALLMAN	37 7TH AVE N	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722420042	38 7TH AVENUE NORTH	DALE & JEAN SEARLES	38 7TH AVE NO	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722420139	101 7TH AVENUE NORTH	AMY N & JON BAUGH	101 7TH AVE N	HOPKINS MN 55343		\$ 5,307.00	\$ -	\$ -	\$ 5,307.00
2411722420114	102 7TH AVENUE NORTH	MICHAEL JULES ERICKSON	102 7TH AVE N	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ -	\$ 6,982.00
2411722420140	105 7TH AVENUE NORTH	MEAGAN MCMAHAN	105 7TH AVE N	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ -	\$ 6,982.00
2411722420113	106 7TH AVENUE NORTH	MATTHEW S HANSON	KATIE C HANSON	4200 SHADY OAK RD S	MINNETONKA MN 55343	\$ 5,307.00	\$ 1,675.00	\$ -	\$ 6,982.00

PRELIMINARY ASSESSMENT ROLL

2024 CENTRAL AVENUES IMPROVEMENTS

CITY OF HOPKINS, MN

CITY PROJECT NO. 2023-010

BMI PROJECT NO. 0T1.130543

PID	PROPERTY ADDRESS	TAXPAYER NAME	TAXPAYER ADDRESS (LINE 1)	TAXPAYER ADDRESS (LINE 2)	TAXPAYER ADDRESS (LINE 3)	PROPOSED STREET ASSESSMENT	PROPOSED WATER SERVICE ASSESSMENT	PROPOSED SEWER SERVICE ASSESSMENT	TOTAL PROPOSED ASSESSMENT
2411722420141	109 7TH AVENUE NORTH	MICHAEL D ESSEN	109-7TH AVE NO	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ -	\$ 6,982.00
2411722420112	110 7TH AVENUE NORTH	MRS ROBERT (KATHLEEN) CASHIN	110 7TH AVE N	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ -	\$ 6,982.00
2411722420142	113 7TH AVENUE NORTH	DEAN E EMPANGER	113 7TH AVE N	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ -	\$ 6,982.00
2411722420111	114 7TH AVENUE NORTH	MARK E DOBBINS	SARA L KRALEWSKI	114 7TH AVE N	HOPKINS MN 55343	\$ 5,307.00	\$ 1,675.00	\$ -	\$ 6,982.00
2411722420143	117 7TH AVENUE NORTH	THEODORE M & SUSAN J JOHNSON	117 7TH AVE N	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ -	\$ 6,982.00
2411722420110	118 7TH AVENUE NORTH	118 HOPKINS LLC	535 EVERGREEN LA N	PLYMOUTH MN 55441		\$ 5,307.00	\$ 1,675.00	\$ -	\$ 6,982.00
2411722420144	121 7TH AVENUE NORTH	MICHAEL OPHEIM/CARRIE OPHEIM	121 7TH AVE N	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ -	\$ 6,982.00
2411722420109	122 7TH AVENUE NORTH	SHAWN B & SUE R NORMANDIN	122 7TH AVE N	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ -	\$ 6,982.00
2411722420145	125 7TH AVENUE NORTH	JOHN R & LORETTA WOODSTROM	125 7TH AVE N	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722420108	126 7TH AVENUE NORTH	RYAN M FITZGERALD	126 7TH AVE N	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722420146	129 7TH AVENUE NORTH	JACQUES A & CHERYL L YOUAKIM	129 7TH AVE N	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722420107	130 7TH AVENUE NORTH	DYLAN BARNES-HANSEN	JOCELYN BARNES-HANSEN	130 7TH AVE N	HOPKINS MN 55343	\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722420147	133 7TH AVENUE NORTH	COLLEEN M JENSEN	133 7TH AVE N	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722420106	134 7TH AVENUE NORTH	LAUREN PANZER	134 7TH AVE N	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722420148	137 7TH AVENUE NORTH	RONALD D & SHERI L SALARGO	137 7TH AVE N	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722420105	138 7TH AVENUE NORTH	COLE NIELSEN	138 7TH AVE N	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722420149	141 7TH AVENUE NORTH	BRANDON L WILLS	JESSICA E WILLS	141 7TH AVE N	HOPKINS MN 55343	\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722420104	142 7TH AVENUE NORTH	ROGER G KUMM	142 7TH AVE N	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722420150	145 7TH AVENUE NORTH	NICOLE FORSYTHE	CHRISTOPHER FORSYTHE	146 7TH AVE N	HOPKINS MN 55343	\$ 5,200.86	\$ 1,675.00	\$ 1,600.00	\$ 8,475.86
2411722420103	146 7TH AVENUE NORTH	NICOLE E FORSYTHE	CHRISTOPHER M FORSYTHE	146 7TH AVE N	HOPKINS MN 55343	\$ 5,200.86	\$ 1,675.00	\$ 1,600.00	\$ 8,475.86
2411722130063	202 7TH AVENUE NORTH	TIMOTHY W COATS	202 7TH AVE N	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722130042	205 7TH AVENUE NORTH	LORI BARON	2081 MEETING STREET	WAYZATA MN 55391		\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722130062	206 7TH AVENUE NORTH	JOEY A WIRTH	20885 CHANNEL DR	GREENWOOD MN 55331		\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722130043	209 7TH AVENUE NORTH	THOMAS C RUSTAD	CODY M RUSTAD	209 7TH AVE N	HOPKINS MN 55343	\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722130061	210 7TH AVENUE NORTH	ANNA VLADIMIROVNA BULOCHNIK	YEVGENY BULOCHNIK	210 7TH AVE N	HOPKINS MN 55343	\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722130044	213 7TH AVENUE NORTH	KARIN L VAVRICHEK	213 7TH AVE N	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722130060	214 7TH AVENUE NORTH	LINDSEY CHIPKA	214 7TH AVE N	HOPKINS MN 55343		\$ 5,625.42	\$ 1,675.00	\$ 1,600.00	\$ 8,900.42
2411722130045	217 7TH AVENUE NORTH	KELLY D HEIKKILA	217 7TH AVE N	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722130059	218 7TH AVENUE NORTH	SCOTT A BARTELLS	STEPHANIE A BARTELLS	218 7TH AVE N	HOPKINS MN 55343	\$ 4,776.30	\$ 1,675.00	\$ 1,600.00	\$ 8,051.30
2411722130046	221 7TH AVENUE NORTH	DEBRAH W & JAMES A GENELLIE	221 7TH AVE N	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722130058	222 7TH AVENUE NORTH	PATRICK TIMMERS	ELLEN TIMMERS	222 7TH AVE N	HOPKINS MN 55343	\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722130047	225 7TH AVENUE NORTH	JOHN & MARJORIE RACKLIFFE	225 7TH AVE N	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722130057	226 7TH AVENUE NORTH	GILI MUSSMAN	RILEY PETERSON	226 7TH AVE N	HOPKINS MN 55343	\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722130048	229 7TH AVENUE NORTH	PETER M AMES & AMY J AMES	229 7TH AVE N	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722130056	232 7TH AVENUE NORTH	YUNSHA HE & YING CHEN	1661 WEST 63RD STREET	EXCELSIOR MN 55331		\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722130049	233 7TH AVENUE NORTH	PAOLO LOVAGNINI	233 7TH AVE N	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722130055	234 7TH AVENUE NORTH	BETH A BEATTY	234 7TH AVE N	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722130050	237 7TH AVENUE NORTH	JULIE ANN BOEHMER	237 7TH AVE N	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722130054	238 7TH AVENUE NORTH	MELODIE BARD	238 7TH AVE N	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722130051	241 7TH AVENUE NORTH	VICTORIA/R BENJAMIN TWOGOOD	241 7TH AVE N	HOPKINS MN 55343		\$ 4,776.30	\$ 1,675.00	\$ 1,600.00	\$ 8,051.30
2411722130053	242 7TH AVENUE NORTH	CRAIG BAUNE	242 7TH AVE N	HOPKINS MN 55343		\$ 9,552.60	\$ 1,675.00	\$ 1,600.00	\$ 12,827.60
2411722130052	245 7TH AVENUE NORTH	EDITH M BEECHER	245 7TH AVE N	HOPKINS MN 55343		\$ 4,776.30	\$ 1,675.00	\$ 1,600.00	\$ 8,051.30
2411722130124	300 7TH AVENUE NORTH	LAURA SADLER	300 7TH AVE N	HOPKINS MN 55343		\$ 2,109.87	\$ 1,675.00	\$ 1,600.00	\$ 5,384.87
2411722130139	303 7TH AVENUE NORTH	JUNIPER LAND TRUST LLC	5576 BRISTOL LANE	MINNETONKA MN 55343		\$ 2,109.87	\$ 1,675.00	\$ 1,600.00	\$ 5,384.87
2411722130123	304 7TH AVENUE NORTH	GINGER LYNN WORWA	304 7TH AVE N	HOPKINS MN 55343		\$ 2,109.87	\$ 1,675.00	\$ 1,600.00	\$ 5,384.87
2411722130140	307 7TH AVENUE NORTH	HEINZ RICHTER & MONIKA KOPEC	307 7TH AVE N	HOPKINS MN 55343		\$ 2,109.87	\$ 1,675.00	\$ 1,600.00	\$ 5,384.87
2411722130141	309 7TH AVENUE NORTH	CHRISTOPHER J GILSON	TERRI G GILSON	309 7TH AVE N	HOPKINS MN 55343	\$ 2,109.87	\$ 1,675.00	\$ 1,600.00	\$ 5,384.87
2411722130122	310 7TH AVENUE NORTH	MARK C JONES	310 7TH AVE N	HOPKINS MN 55343		\$ 3,171.27	\$ 1,675.00	\$ 1,600.00	\$ 6,446.27
2411722130142	313 7TH AVENUE NORTH	JERALD P & GAYLE L SEABERG	313 7TH AVE NO	HOPKINS MN 55343		\$ 2,109.87	\$ 1,675.00	\$ 1,600.00	\$ 5,384.87
2411722130121	314 7TH AVENUE NORTH	MARSHALL DAVIS	314 7TH AVE N	HOPKINS MN 55343		\$ 1,154.61	\$ 1,675.00	\$ 1,600.00	\$ 4,429.61
2411722130120	316 7TH AVENUE NORTH	ROSE KELLY	316 7TH AVE N	HOPKINS MN 55343		\$ 2,109.87	\$ 1,675.00	\$ 1,600.00	\$ 5,384.87
2411722130143	321 7TH AVENUE NORTH	KAYLA N SAUVE	321 7TH AVE N	HOPKINS MN 55343		\$ 6,037.05	\$ -	\$ 1,600.00	\$ 7,637.05
2411722130119	322 7TH AVENUE NORTH	MARK & TIPHANIE DIRNBERGER	322 7TH AVE N	HOPKINS MN 55343		\$ 2,640.57	\$ 1,675.00	\$ 1,600.00	\$ 5,915.57
2411722130118	326 7TH AVENUE NORTH	LINDA A ELIE	326 7TH AVE N	HOPKINS MN 55343		\$ 2,852.85	\$ 1,675.00	\$ 1,600.00	\$ 6,127.85
2411722130064	201 8TH AVENUE NORTH	ELLEN VONDENKAMP	201 8TH AVE N	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00

PRELIMINARY ASSESSMENT ROLL

2024 CENTRAL AVENUES IMPROVEMENTS

CITY OF HOPKINS, MN

CITY PROJECT NO. 2023-010

BMI PROJECT NO. 0T1.130543

PID	PROPERTY ADDRESS	TAXPAYER NAME	TAXPAYER ADDRESS (LINE 1)	TAXPAYER ADDRESS (LINE 2)	TAXPAYER ADDRESS (LINE 3)	PROPOSED STREET ASSESSMENT	PROPOSED WATER SERVICE ASSESSMENT	PROPOSED SEWER SERVICE ASSESSMENT	TOTAL PROPOSED ASSESSMENT
2411722130065	205 8TH AVENUE NORTH	HEIDI A HANSCHU	205 8TH AVE N	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722130066	209 8TH AVENUE NORTH	HEATHER BUESSELER	209 8TH AVE N	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722130084	210 8TH AVENUE NORTH	JUSTIN P DOYLE	CLAIRE C DOYLE	210 8TH AVE N	HOPKINS MN 55343	\$ 2,027.12	\$ 1,675.00	\$ 1,600.00	\$ 5,302.12
2411722130067	213 8TH AVENUE NORTH	TIMOTHY SNYDER	JOY SNYDER	213 8TH AVE N	HOPKINS MN 55343	\$ 7,960.50	\$ 1,675.00	\$ 1,600.00	\$ 11,235.50
2411722130083	214 8TH AVENUE NORTH	BARBARA J WEAVER	214 8TH AVE N	HOPKINS MN 55343		\$ 2,027.12	\$ 1,675.00	\$ 1,600.00	\$ 5,302.12
2411722130082	218 8TH AVENUE NORTH	ALLISON WACHUTKA	218 8TH AVE N	HOPKINS MN 55343		\$ 2,027.12	\$ 1,675.00	\$ 1,600.00	\$ 5,302.12
2411722130068	221 8TH AVENUE NORTH	CURTIS D & KRISTA J DEDERICH	221 8TH AVE N	HOPKINS MN 55343		\$ 7,960.50	\$ 1,675.00	\$ 1,600.00	\$ 11,235.50
2411722130081	222 8TH AVENUE NORTH	JOSEPH R/DIANNA L DIPALERMO	222 8TH AVE N	HOPKINS MN 55343		\$ 2,027.12	\$ 1,675.00	\$ 1,600.00	\$ 5,302.12
2411722130069	225 8TH AVENUE NORTH	KEVIN NEWBERGER	CARLY MYRDAL	225 8TH AVE N	HOPKINS MN 55343	\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722130080	226 8TH AVENUE NORTH	S & L MCSPADDEN	226 8TH AVE N	HOPKINS MN 55343		\$ 2,027.12	\$ 1,675.00	\$ 1,600.00	\$ 5,302.12
2411722130070	229 8TH AVENUE NORTH	LAURA A MESTLER	229 8TH AVE N	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722130079	230 8TH AVENUE NORTH	JEFFREY L URBAN	SUSAN W URBAN	230 8TH AVE N	HOPKINS MN 55343	\$ 2,027.12	\$ 1,675.00	\$ 1,600.00	\$ 5,302.12
2411722130071	233 8TH AVENUE NORTH	ERIK R HENRICKSEN	233 8TH AVE N	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722130078	234 8TH AVENUE NORTH	BRANDON HAYES/JOURDAN HAYES	234 8TH AVE N	HOPKINS MN 55343		\$ 2,027.12	\$ 1,675.00	\$ 1,600.00	\$ 5,302.12
2411722130072	237 8TH AVENUE NORTH	GLENN M PRIEST	237 8TH AVE N	HOPKINS MN 55343		\$ 5,307.00	\$ 1,675.00	\$ 1,600.00	\$ 8,582.00
2411722130077	238 8TH AVENUE NORTH	STEREME LLC	2601 CASCO PT RD	WAYZATA MN 55391		\$ 2,027.12	\$ 1,675.00	\$ 1,600.00	\$ 5,302.12
2411722130076	242 8TH AVENUE NORTH	TERRY P & LORRI L EISWALD	242 8TH AVE N	HOPKINS MN 55343		\$ 1,496.42	\$ 1,675.00	\$ 1,600.00	\$ 4,771.42
2411722130073	243 8TH AVENUE NORTH	HIEN M LU & VAN THUY VUONG	243 8TH AVE N	HOPKINS MN 55343		\$ 4,776.30	\$ 1,675.00	\$ 1,600.00	\$ 8,051.30
2411722130074	245 8TH AVENUE NORTH	DAVID B LENTZ	245 8TH AVE N	HOPKINS MN 55343		\$ 4,670.16	\$ 1,675.00	\$ 1,600.00	\$ 7,945.16
2411722130075	246 8TH AVENUE NORTH	MOLLY LONG & DAVID LOVETT	246 8TH AVE N	HOPKINS MN 55343		\$ 1,390.28	\$ 1,675.00	\$ 1,600.00	\$ 4,665.28
2411722130108	300 8TH AVENUE NORTH	MARY B LAUER	300 8TH AVE N	HOPKINS MN 55343		\$ -	\$ 1,675.00	\$ -	\$ 1,675.00
2411722130125	301 8TH AVENUE NORTH	PAMELA J KOLLIDGE	BLAIR CROCKETT	301 8TH AVE N	HOPKINS MN 55343	\$ 2,109.87	\$ 1,675.00	\$ 1,600.00	\$ 5,384.87
2411722130126	305 8TH AVENUE NORTH	ELIZABETH S CLEARY	305 8TH AVE N	HOPKINS MN 55343		\$ 2,109.87	\$ 1,675.00	\$ 1,600.00	\$ 5,384.87
2411722130107	306 8TH AVENUE NORTH	MARY ELLEN GABRIELE	7710 CORCORAN TRL W	CORCORAN MN 55340		\$ -	\$ 1,675.00	\$ 1,600.00	\$ 3,275.00
2411722130127	309 8TH AVENUE NORTH	JOSH REDIGER	LARRY S REDIGER	309 8TH AVE N	HOPKINS MN 55343	\$ 1,579.17	\$ 1,675.00	\$ 1,600.00	\$ 4,854.17
2411722130106	310 8TH AVENUE NORTH	RONALD J HELGESON	310 8TH AVE N	HOPKINS MN 55343		\$ -	\$ 1,675.00	\$ 1,600.00	\$ 3,275.00
2411722130105	314 8TH AVENUE NORTH	JOSHUA DEAN ZUZEK	ELIZABETH RUTH ZUZEK	314 8TH AVE N	HOPKINS MN 55343	\$ -	\$ 1,675.00	\$ 1,600.00	\$ 3,275.00
2411722130128	315 8TH AVENUE NORTH	MICHAEL S CRANE	SARAH L REEH-CRANE	315 8TH AVE N	HOPKINS MN 55343	\$ 2,640.57	\$ 1,675.00	\$ 1,600.00	\$ 5,915.57
2411722130129	317 8TH AVENUE NORTH	CHARLES M PLUNKETT	DEBRA P PLUNKETT	317 8TH AVE N	HOPKINS MN 55343	\$ 2,109.87	\$ 1,675.00	\$ 1,600.00	\$ 5,384.87
2411722130104	318 8TH AVENUE NORTH	BRIAN J/JACQUELINE L O HUNKE	318 8TH AVE N	HOPKINS MN 55343		\$ -	\$ 1,675.00	\$ 1,600.00	\$ 3,275.00
2411722130130	321 8TH AVENUE NORTH	HEIDI J HEMMEN	321 8TH AVE N	HOPKINS MN 55343		\$ 2,109.87	\$ 1,675.00	\$ 1,600.00	\$ 5,384.87
2411722130103	324 8TH AVENUE NORTH	JAMES JAECKELS	NANCY JAECKELS	324 8TH AVE N	HOPKINS MN 55343	\$ 4,776.30	\$ 1,675.00	\$ 1,600.00	\$ 8,051.30
2411722130131	325 8TH AVENUE NORTH	LKT PROPERTIES LLC	LKT PROPERTIES LLC	405 12TH AVE N	HOPKINS MN 55343	\$ 2,109.87	\$ 1,675.00	\$ 1,600.00	\$ 5,384.87
2411722130132	329 8TH AVENUE NORTH	TODD KING & COLLEEN KING	6045 BRAND CIR	EXCELSIOR MN 55331		\$ 2,109.87	\$ 1,675.00	\$ 1,600.00	\$ 5,384.87
2411722130102	330 8TH AVENUE NORTH	JANELA & THEODORE EHRLICH	330 8TH AVE N	HOPKINS MN 55343		\$ -	\$ 1,675.00	\$ 1,600.00	\$ 3,275.00
2411722130133	333 8TH AVENUE NORTH	MICHAEL J MOULTON	333 8TH AVE N	HOPKINS MN 55343		\$ 4,444.95	\$ 1,675.00	\$ 1,600.00	\$ 7,719.95
2411722130101	334 8TH AVENUE NORTH	CYPRIAN R TROYER	334 8TH AVE N	HOPKINS MN 55343		\$ -	\$ 1,675.00	\$ 1,600.00	\$ 3,275.00
2411722130100	338 8TH AVENUE NORTH	JEAN HAMMOND	338 8TH AVE N	HOPKINS MN 55343		\$ -	\$ 1,675.00	\$ 1,600.00	\$ 3,275.00
PRELIMINARY TOTAL AMOUNT TO BE ASSESSED									\$ 946,221.55



**BOLTON
& MENK**

Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

October 30, 2023

Mr. Eric Klingbeil, P.E., City Engineer
City of Hopkins
1010 1st St S
Hopkins, MN 55343

Re: Proposal for Professional Engineering and Surveying Services
2024 Central Avenues Improvements – Final Design & Construction Services
City of Hopkins, Minnesota

Mr. Klingbeil:

We are pleased to offer you our proposal for professional engineering and surveying services for the final design and construction phases of the City of Hopkins' 2024 Central Avenues Improvements. This proposal is based on the preliminary engineering report prepared as part of the feasibility phase of the project and has been prepared in the form of our standard agreement, consistent with past projects. Our proposed efforts include all remaining engineering efforts on the project, totaling \$899,283 for 5,444 proposed labor hours. The enclosed Detailed Work Plan and Estimate of Project Fees further detail our proposed level of effort.

In addition to the enclosed standard agreement, Exhibit I details our proposed process and scope of work to be performed. The schedule presented in Exhibit I illustrates a streamlined schedule, for council meetings, consistent with the approach followed in years past for assessment projects. The proposed project schedule is intended to meet the City's desire to have a bid opening in February and contract award in March. Upon authorization by the Council on November 14th, we will proceed with final design of the improvements immediately to meet all required deadlines.

As always, thank you for allowing Bolton & Menk, Inc. to submit this proposal for your consideration. Upon your review and approval of this agreement, please sign and return one copy to our office. If you have any questions regarding this proposal or would like to discuss any of its details, please do not hesitate to call me. We truly appreciate and value our continued working relationship with the City of Hopkins.

Sincerely,

Bolton & Menk, Inc.

Nicholas J. Amatuccio, P.E.
Associate Project Manager

Michael J. Waltman, P.E.
Principal Engineer
Burnsville Work Group Leader

AGREEMENT FOR PROFESSIONAL SERVICES

2024 CENTRAL AVENUES IMPROVEMENTS
FINAL DESIGN & CONSTRUCTION PHASE ENGINEERING SERVICES

CITY OF HOPKINS, MINNESOTA

This Agreement, made this 14th day of November 2023, by and between CITY OF HOPKINS, 1010 1st St S, Hopkins, MN 55343, hereinafter referred to as CLIENT, and BOLTON & MENK, INC., 12224 Nicollet Avenue, Burnsville, MN 55337, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT requires professional services in conjunction with the 2024 CENTRAL AVENUES IMPROVEMENTS and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit I.
- B. Upon mutual agreement of the parties hereto, Additional Services may be authorized as described in Exhibit I or as described in Paragraph IV.B.

SECTION II - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all information related to the project in its custody at the disposal of the CONSULTANT for its use. Such information shall include but shall not be limited boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT. This obligation shall not include information that is classified as private or confidential under the Minnesota Government Data Practices Act (MGDPA), unless access to such information is essential to the CONSULTANT's scope of services, in which case the CLIENT shall establish in writing, and CONSULTANT shall comply with, any conditions governing access to and use of such private or confidential information.
- C. The CLIENT will guarantee access to and make all provisions for entry upon both public and private portions of the project and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.

- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.
- F. The CLIENT shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for completion of the consultant services described in this agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the project.
- H. The CLIENT will hire, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement.

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the following schedule of fees for the time spent in performance of Agreement services.

Schedule of Fees

<u>Classification</u>	<u>Hourly Rates</u>
Sr. Project Manager – Sr. Principal Engineer/Surveyor	\$155-280/Hour
Sr. Project Manager – Principal Engineer/Surveyor	\$165-225/Hour
Project Manager	\$145-195/Hour
Project/Design Engineer/Planner/Surveyor/Landscape Architect	\$130-195/Hour
Specialist (Nat. Resources; GIS; Traffic; Other)	\$105-165/Hour
Senior Technician (Inc. Survey ¹)	\$125-188/Hour
Technician (Inc. Survey ¹)	\$105-188/Hour
Administrative/Corporate Specialists	\$90-135/Hour
Structural/Electrical/Mechanical/Architect	\$125-\$200/Hour
GPS/Robotic Survey Equipment	No Charge
CAD/Computer Usage	No Charge
Routine Photo Copying/Reproduction	No Charge
Routine Office Supplies	No Charge
Field Supplies/Survey Stakes & Equipment	No Charge
Mileage	No Charge

¹No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for Survey Technicians.

2. Total cost for the services itemized under Exhibit I, Section A (Basic Services) is estimated to be \$899,283. Itemization of this cost is as shown in the attached DETAILED WORK PLAN and PROJECT FEES tables, attached hereto as Exhibit II.
3. In addition to the foregoing, CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for the following Direct Expenses when incurred in the performance of the work.
 - a. CLIENT approved outside (facilities not owned by CONSULTANT) computer services.
 - b. CLIENT approved outside professional and technical services.
 - c. Outside reproduction and reprographic charges.
 - d. Expendable field supplies and special field equipment rental.
 - e. Other costs for such additional items and services that the CLIENT may require the CONSULTANT to provide to fulfill the terms of this Agreement.
4. Additional services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.
5. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates. Itemized invoices identifying all work completed shall be submitted to the CLIENT by CONSULTANT and paid in the same manner as other claims made to the CLIENT.

SECTION IV - GENERAL

A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope of the project from that described in Section I and/or the applicable addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. The CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such additional services and the CLIENT must approve an Additional Services in writing. The CLIENT may request an estimate of additional cost from the CONSULTANT, and upon receipt of the request, the CONSULTANT shall furnish such, prior to authorization of the changed scope of work.

C. INDEPENDENT CONTRACTOR

The CONSULTANT shall at times be deemed an independent contractor. The CONSULTANT is not to be deemed an employee or agent of the CLIENT and has no authority to make any binding commitments or obligations on behalf of the CLIENT except to the extent expressly provided herein. All services provided by the CONSULTANT pursuant to this agreement shall be provide on an independent contractor basis not as an employee of the CLIENT for any purpose including, but not limited to, income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts, and eligibility for employee benefits.

D. LIMITATION OF LIABILITY

CONSULTANT shall indemnify, defend, and hold harmless CLIENT and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CONSULTANT'S employees, agents, or subconsultants. In no event shall CLIENT be liable to CONSULTANT for consequential, incidental, indirect, special, or punitive damages.

CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CLIENT'S employees, agents, or consultants. In no event shall CONSULTANT be liable to CLIENT for consequential, incidental, indirect, special, or punitive damages.

Nothing contained in this Agreement shall be construed as a limitation on or waiver of any immunities or limitations on liability otherwise available to the CLIENT. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder. The CLIENT agrees to include a provision in all

contracts with contractors and other entities involved in this project to carry out the intent of the paragraph.

E. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability and excess umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the above liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. During the period of design and construction of the project, the CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this agreement. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. Prior to commencement of this Agreement, the CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days' prior written notice has been given to the CLIENT, and at least 10 days' prior written notice in the case of non-payment of premium.

F. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that

costs for project financing should be based upon contracted construction costs with appropriate contingencies.

G. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, schedules or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.

H. USE OF ELECTRONIC/DIGITAL DATA

Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of the PROJECT is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees). Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this AGREEMENT, unless such third party use and adaptation or distribution is explicitly authorized by this AGREEMENT.

I. DATA PRACTICES

All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of the CONSULTANT'S performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The Consultant agrees to abide by these statutes, rules and regulations and as they may be amended. In the event the CONSULTANT receives a request to release data, it shall notify CLIENT as soon as practical. The CLIENT will give instructions concerning release of data to requesting party and CONSULTANT will be reimbursed as Additional Services by CLIENT for its reasonable expenses in complying with the request.

J. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of two years or such other explicitly identified completion period, after which time the Agreement may be extended upon mutual agreement of both parties.

K. PAYMENTS

If CLIENT fails to make any payment due CONSULTANT for services and expenses within 60 days after date of the CONSULTANT'S itemized invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance. In addition after giving seven days' written notice to CLIENT, CONSULTANT may, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

L. TERMINATION

This Agreement may be terminated by the CLIENT for any reason or for convenience by the CLIENT upon seven (7) days written notice. The CONSULTANT may only terminate for non-payment by CLIENT upon CLIENT's failure to cure upon 30 days written notice.

M. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

The CONSULTANT is an Equal Opportunity Employer and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

O. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Minnesota.

P. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law.

Q. SURVIVAL

All obligations, representations and provisions made in or given in Section IV of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

R. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

S. AUDIT DISCLOSURE

The CONSULTANT must allow the CLIENT, or its duly authorized agents, and the state auditor or legislative auditor reasonable access to the CONSULTANT's books, records, documents, and accounting procedures and practices that are pertinent to all services provided under this Agreement for a minimum of six years from the termination of this Agreement.

[remainder of the page intentionally blank]

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Hopkins, Minnesota

CONSULTANT: Bolton & Menk, Inc.

Mike Waltman, P.E., Burnsville Work Group
Leader

11/14/2023

Date

Date

EXHIBIT I

FINAL DESIGN, CONSTRUCTION OBSERVATION, ADMINISTRATION & STAKING 2024 CENTRAL AVENUES IMPROVEMENTS

CITY OF HOPKINS, MINNESOTA

A. BASIC SERVICES

In accordance with the City of Hopkins' Preliminary Engineering Report, Bolton & Menk, Inc. has been requested to complete final design, bidding assistance, construction staking, construction observation and construction administration services for the City's 2024 Central Avenues Improvements. The project area includes the following corridors:

- Street & Utility Reconstruction
 - 7th Avenue N, HCRRA ROW to Minnetonka Mills Road
 - 8th Avenue N, 2nd Street North to Minnetonka Mills Road
 - 3rd Street N, 8th Avenue N to 5th Avenue N
- Street Resurfacing and Spot Utility/Concrete Improvements
 - 6th Avenue N, Mainstreet to 1st Street N
 - 1st Street N, 8th Avenue N to 5th Avenue N
 - 2nd Street N, 8th Avenue N to 5th Avenue N
- Storm sewer modifications at Cottageville Park
- CIPP Lining in near the project area and other areas of the City

Building from tasks 1 through 4 of our preliminary design scope of services, detailed tasks associated with the work are itemized in the attached Detailed Work Plan and are described below.

Task 5: Final Design & Bidding Services

Final Design

Final design for the 2024 Central Avenues Improvements will be completed based on the Preliminary Engineering Report completed by Bolton & Menk, Inc. in September 2023. Final plans and specifications will be completed in compliance with the City of Hopkins' Engineering Guidelines and consistent with plan content for the 2023 Street & Utility Improvement project. Detailed construction plans will be prepared in Civil3D design software at 25 scale. The plans and specifications will include:

- Plan and profile views of the street reconstruction and utility improvements at 25 scale.
- Cross sections will be shown for reconstructed streets at approximately 25' spacing and at each driveway.
- Required construction details.
- Special provisions for elements of work not addressed in the MnDOT 2020 Standard Construction Specifications.

Final plans will be submitted for review and comment by private utility owners. Permit applications as noted in the Preliminary Engineering Report will be completed and submitted to the permitting agency. Upon completion of construction plans and specifications, a final estimate of construction cost will be prepared and submitted to the client. The project will be advertised, bids will be taken, and a recommendation will be made to accept or reject bids. Meetings included during final design include one (1) private utility coordination meeting, one (1) City Staff meetings for design review, one (1) neighborhood meeting prior to the assessment hearing and construction, and two (2) City Council meetings for final plan presentation and conducting the Public Assessment Hearing. The need for stormwater management BMPs (ponding, infiltration, filtration, etc) is not anticipated on this project based on meetings with Nine Mile Creek Watershed District (NMCWD) representatives during the preliminary design process. As indicated by NMCWD, the City can obtain a permit from Nine Mile Creek Watershed prior to their upcoming rule changes which we understand would avoid requirements causing deviations from past project area designs. However, Bolton & Menk plans to conduct one (1) meeting with Watershed staff to confirm requirements prior to submitting the permit application.

Impacts to some trees and privately maintained landscaping within the public right-of-way are anticipated. Coordination efforts will be undertaken with homeowners regarding tree removals and landscaping impacts prior to construction. Letters will be sent to each affected property to inform the owner of the known or potential tree and/or landscaping impacts to their property. The Construction Observer, Construction Manager, and/or Project Manager will respond to questions of the owner(s) and will coordinate on-site meetings as necessary to coordinate any impacts prior to construction.

Special Assessments Assistance

For this project, the City of Hopkins intends to assess benefitting properties prior to awarding the contract, based on the bid of the lowest responsible bid. Bolton & Menk will prepare a final assessment roll based upon the lowest responsible bid and will attend the public assessment hearing. Bolton & Menk will assist City Staff with the assessment process and associated statutory requirements, as well as aid in responding to property owner inquiries throughout the process. Bolton & Menk will attend and facilitate one neighborhood meeting prior to the final assessment hearing to provide additional information on assessment amounts, payment options, and any remaining questions on the proposed improvements.

Tasks 6: Construction Services

Construction Staking

Construction staking indicating cuts to the line and grade of the proposed utilities will typically be performed at intervals of 50 feet. These utilities include sanitary sewer pipe and manholes; watermain pipe, hydrants, and bends; storm sewer pipe, manholes, and catch basins. Curb stakes will be provided along the reconstructed roadways at intervals of 25 feet.

Construction Observation and Administration

This project is proposed to be constructed during the 2024 construction season and is anticipated to occur over multiple phases of construction between late April and early November. The projected fee estimate is based upon a 26-week construction season. Full time construction observation is proposed for this project with the assistance of an intern during the peak 12 weeks of the construction season. The contractor's use of several construction crews across the multi-phased project will be necessary for timely completion.

Duties of the Lead Construction Observer will include attendance at the pre-construction meeting and all construction-related meetings, service as a liaison between the City and the contractor, review of the completed work to determine if the project is in general conformance with the plans and specifications, review and scheduling of all materials testing, maintenance of construction documentation, tracking quantities, project closeout including checking in on punch list items, and communication with affected property owners, as necessary, to address their construction-related concerns and issues.

Communication will include door-to-door notices as often as daily, phone calls, text messages, emails, and in-person meetings. The Construction Manager will support the Construction Observer and Intern to ensure that all duties are being fulfilled to satisfy resident requests, achieve contract compliance, and coordinate needs between the Contractor and City.

Administration duties by the Project or Construction Manager include a pre-construction meeting, weekly project meetings including minutes, review of shop drawings, sending out weekly email updates to resident subscribers, preparing and mailing out monthly newsletters to residents, maintaining a project website, and preparation of pay estimates. Observation and administration services will be completed on an hourly basis.

Construction Materials Testing

Bolton & Menk will coordinate with Braun Intertec to ensure that all material testing requirements are met per the specifications. This testing includes but is not limited to: concrete slump, air, and strength; bituminous samples and core evaluations; utility trench densities; and select granular and aggregate base gradations and densities. Bruan Intertec will perform the field and lab tests and prepare reports to inform Bolton & Menk of the results. Bruan Intertec will also act as the geotechnical consultant as needed during construction.

Record Drawings & GIS Integration

Record drawings detailing the completed improvements as recorded by the construction observer will be completed and furnished to the City in hard copy and electronic format. These record drawings will also be integrated with the City's GIS web application in PDF. Utilities, curb stops, and structures will be located (horizontally) after construction using a handheld GPS unit and will also be incorporated in the GIS schematic layout as GIS entities.

The following is a preliminary schedule for the 2024 Central Avenues Improvements:

Preparation of Final Plans & SpecificationsNovember 15, 2023 – January 16, 2024

Approve Final Plans & Specifications /

Authorize Advertisement for Bids January 16, 2024

Bid Opening February 9, 2024

Council Sets Public Assessment Hearing Date February 20, 2024

Neighborhood Meeting 3 March 11 – 14, 2024

Council Accepts Bids / Conduct Public Assessment Hearing /

Adopt Assessment Roll / Award Bid March 19, 2024

Construction May – October 2024

B. ADDITIONAL SERVICES

Consulting services performed other than those authorized under Section I.A. shall be considered not part of the Contract Services and may be authorized by the CLIENT as additional services. Additional Services consist of those services which are not generally considered to be Contract Services; or exceed the requirements of the Contract Services; or are not definable prior to the commencement of the project; or vary depending on the technique, procedures or schedule of the project contractor. Additional services may consist of the following:

1. Cost of postage for mass mailing (those with greater than 100 recipients).
2. All other services not specifically identified in Section A.

DETAILED WORK PLAN
ESTIMATED PERSON-HOURS
2024 CENTRAL AVENUES IMPROVEMENTS: FINAL DESIGN & CONSTRUCTION SERVICES
CITY OF HOPKINS, MINNESOTA

10/30/2023

CLIENT: CITY OF HOPKINS, MINNESOTA		ESTIMATED PERSON-HOURS													
PROJECT: 2024 CENTRAL AVENUES IMPROVEMENTS: FINAL DESIGN & CONSTRUCTION SERVICES		Principal Engineer	Project Manager	Engineering Technician	Construction Manager	Construction Observer	Construction Intern	Water Resources Engineer	Communications Specialist	GIS Specialist	Survey Manager / L.S.	Surveying Technician	Survey Crew (1-man)	Clerical	Totals
CONSULTANT: BOLTON & MENK, INC.															
Task No.	Work Task Description														
5.0	FINAL DESIGN & BIDDING														
5.1	Utility Engineering and Design	10	60		100			60							230
5.2	Roadway Engineering and Design	10	60	200											270
5.3	Plan Set Production			160	80	120									360
5.4	Private Utility Coordination	4	20		20	10									54
5.5	Construction Quantities and Cost Estimates	4	40	40	40	20									144
5.6	Construction Specifications	4	40											30	74
5.7	Permit Applications	4	16		8			16						4	48
5.8	Bidding Assistance, Addenda, Award Recommendation	4	16	4	4									30	58
5.9	Final Assessment Roll Preparation	4	8							4					16
5.10	QA / QC	80	60		20			4							164
5.11	Project Meetings (1 City Staff, 1 Watershed, 1 Neighborhood Meeting, Public Communication)	20	40		30	20			20					16	146
5.12	City Council Meeting (2 meetings)	8	8												16
SUBTOTAL HOURS: TASK 4		152	368	404	302	170	0	80	20	4	0	0	0	80	1580
6.0	CONSTRUCTION SERVICES														
6.1	Construction Phase Startup (Precon, Resident Coordination, Contractor Coordination, etc.)	8	24		40	40			20						132
6.2	Construction Administration (26 weeks @ 10 hrs/week)	52	260						160					80	552
6.3	Construction Observation (Lead 26 weeks @ 55 hrs/week, Intern 12 weeks @ 40 hrs/week)				390	1430	480								2300
6.4	Construction Staking										50	120	450		620
6.5	Construction Materials Testing														0
6.6	Record Drawings		4		8	60									72
6.7	Project Closeout, Punch List	12	40		20	80									152
6.8	GIS Integration		4		4	8				20					36
SUBTOTAL HOURS: TASK 5		72	332	0	462	1618	480	0	180	20	50	120	450	80	3864
TOTAL HOURS		224	700	404	764	1788	480	80	200	24	50	120	450	160	5444

ESTIMATE OF PROJECT FEES
2024 CENTRAL AVENUES IMPROVEMENTS: FINAL DESIGN & CONSTRUCTION SERVICES
CITY OF HOPKINS, MINNESOTA

10/30/2023

CLIENT: CITY OF HOPKINS, MINNESOTA PROJECT: 2024 CENTRAL AVENUES IMPROVEMENTS: FINAL DESIGN & CONSTRUCTION SERVICES CONSULTANT: BOLTON & MENK, INC.		PROJECT FEES														
		Principal Engineer	Project Manager	Engineering Technician	Construction Manager	Construction Observer	Construction Intern	Water Resources Engineer	Communications Specialist	GIS Specialist	Survey Manager / L.S.	Surveying Technician	Survey Crew (1-man)	Clerical	Contracted/ Specialty Services	Totals
AVERAGE RATE:		\$210.00	\$180.00	\$140.00	\$165.00	\$136.00	\$100.00	\$198.00	\$125.00	\$145.00	\$199.00	\$140.00	\$188.00	\$105.00		
5.0	FINAL DESIGN & BIDDING															
5.1	Utility Engineering and Design	\$2,100.00	\$10,800.00	\$0.00	\$16,500.00	\$0.00	\$0.00	\$11,880.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,280.00
5.2	Roadway Engineering and Design	\$2,100.00	\$10,800.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,900.00
5.3	Plan Set Production	\$0.00	\$0.00	\$22,400.00	\$13,200.00	\$16,320.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51,920.00
5.4	Private Utility Coordination	\$840.00	\$3,600.00	\$0.00	\$3,300.00	\$1,360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,100.00
5.5	Construction Quantities and Cost Estimates	\$840.00	\$7,200.00	\$5,600.00	\$6,600.00	\$2,720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,960.00
5.6	Construction Specifications	\$840.00	\$7,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,150.00	\$0.00	\$11,190.00
5.7	Permit Applications	\$840.00	\$2,880.00	\$0.00	\$1,320.00	\$0.00	\$0.00	\$3,168.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$420.00	\$0.00	\$8,628.00
5.8	Bidding Assistance, Addenda, Award Recommendation	\$840.00	\$2,880.00	\$560.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,150.00	\$0.00	\$8,090.00
5.9	Final Assessment Roll Preparation	\$840.00	\$1,440.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$580.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,860.00
5.10	QA / QC	\$16,800.00	\$10,800.00	\$0.00	\$3,300.00	\$0.00	\$0.00	\$792.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,692.00
5.11	Project Meetings (1 City Staff, 1 Watershed, 1 Neighborhood Meeting, Public Communication)	\$4,200.00	\$7,200.00	\$0.00	\$4,950.00	\$2,720.00	\$0.00	\$0.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,680.00	\$0.00	\$23,250.00
5.12	City Council Meeting (2 meetings)	\$1,680.00	\$1,440.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,120.00
SUBTOTAL FEES: TASK 4		\$31,920.00	\$66,240.00	\$56,560.00	\$49,830.00	\$23,120.00	\$0.00	\$15,840.00	\$2,500.00	\$580.00	\$0.00	\$0.00	\$0.00	\$8,400.00	\$0.00	\$254,990.00
6.0	CONSTRUCTION SERVICES															
6.1	Construction Phase Startup (Precon, Resident Coordination, Contractor Coordination, etc.)	\$1,680.00	\$4,320.00	\$0.00	\$6,600.00	\$5,440.00	\$0.00	\$0.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,540.00
6.2	Construction Administration (26 weeks @ 10 hrs/week)	\$10,920.00	\$46,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,400.00	\$0.00	\$86,120.00
6.3	Construction Observation (Lead 26 weeks @ 55 hrs/week, Intern 12 weeks @ 40 hrs/week)	\$0.00	\$0.00	\$0.00	\$64,350.00	\$194,480.00	\$48,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$306,830.00
6.4	Construction Staking	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,950.00	\$16,800.00	\$84,600.00	\$0.00	\$0.00	\$111,350.00
6.5	Construction Materials Testing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$79,985.00	\$79,985.00
6.6	Record Drawings	\$0.00	\$720.00	\$0.00	\$1,320.00	\$8,160.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,200.00
6.7	Project Closeout, Punch List	\$2,520.00	\$7,200.00	\$0.00	\$3,300.00	\$10,880.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,900.00
6.8	GIS Integration	\$0.00	\$720.00	\$0.00	\$660.00	\$1,088.00	\$0.00	\$0.00	\$0.00	\$2,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,368.00
SUBTOTAL FEES: TASK 5		\$15,120.00	\$59,760.00	\$0.00	\$76,230.00	\$220,048.00	\$48,000.00	\$0.00	\$22,500.00	\$2,900.00	\$9,950.00	\$16,800.00	\$84,600.00	\$8,400.00	\$79,985.00	\$644,293.00
TOTAL FEES		\$47,040.00	\$126,000.00	\$56,560.00	\$126,060.00	\$243,168.00	\$48,000.00	\$15,840.00	\$25,000.00	\$3,480.00	\$9,950.00	\$16,800.00	\$84,600.00	\$16,800.00	\$79,985.00	\$899,283.00

October 27, 2023

Proposal QTB186399

Nick Amatuccio, PE
Bolton & Menk, Inc.
12224 Nicollet Avenue
Burnsville, MN 55337

Re: Proposal for Construction Materials Testing Services
2024 Central Avenues Improvements
City Project No. 2023-010
Bolton & Menk, Inc. Project No. OT1.130543
Hopkins, Minnesota

Dear Mr. Amatuccio:

Braun Intertec Corporation is pleased to submit this proposal to provide construction materials testing services for the 2024 Central Avenues Improvements project in Hopkins, Minnesota.

We have completed the geotechnical evaluation, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the project to date gives us familiarity with the project team and design development which allows us to understand some of the considerations used when developing the project's design.

Since our inception in 1957, we have grown into one of the largest employee owned engineering firms in the nation. With more than 1,000 employee owners, retaining our firm gives you access to a diverse range of services and professionals you can consult with if the unforeseen occurs. The size of our company also allows us to respond quickly when schedule constraints occur.

Our Understanding of Project

This project consists of full reconstruction along 7th Avenue North, 8th Avenue North and 3rd Street North, full depth reclamation of bituminous and underlying aggregate base and bituminous paving along 6th Avenue North, as well as a bituminous mill and overlay along 1st Street North and 2nd Street North. This project will include pavement subgrade preparation, select granular embankment, and aggregate base placement, new concrete curb and gutter, sidewalk, steps and driveways along with a new bituminous pavement. Improvements to the sanitary, storm, and water main utilities will also be part of this project.

Available Project Information

This proposal was prepared using the following documents and information.

- Project Preliminary Engineering Report prepared by Bolton & Menk, Inc., dated September 22, 2023.
- Discussions with Nick Amatuccio with Bolton & Menk, Inc. regarding testing for retaining walls and subgrade preparation.

We were not provided with any plans, specifications or other quality control documents for this project. We assumed specifications and testing rates similar to previous projects completed.

Scope of Services

Services are performed under the direction of a licensed professional engineer. Observation and testing services will be performed on a full-time or an on-call, as-needed basis as requested and scheduled by you or your on-site project representative. After reviewing available information to determine compliance with project plans and/or specifications and other design or construction documents, our scope of services for the project will be limited to the tasks defined below.

Soil Related Services

- Observe and evaluate the soils exposed in the bottoms of excavations to determine if the soils are similar to those encountered with the geotechnical evaluation and suitable for support of fill, foundations or pavements. Our engineer can provide consultation for conditions that appear to differ from the geotechnical evaluation.
- Measure the in-place dry density, moisture content and relative compaction of fill placed for pavement and/or utility support, and of utility and cast-in place retaining wall backfill for compliance with the project documents. This task includes performing laboratory Proctor tests to provide maximum dry densities from which the relative compaction of fill can be determined, as well as the use of a nuclear density gauge to measure in-place dry densities and moisture contents.
- Sample and test aggregate base, full depth reclamation, select granular embankment, coarse aggregate bedding, stabilizing aggregate and retaining wall backfill materials for compliance with the project documents. This task includes laboratory gradation testing of aggregate base material.
- Perform MnDOT dynamic cone penetrometer (DCP) tests on aggregate base material and full depth reclaim materials.

Concrete Related Services

- Sample and test fresh concrete associated with pavement and/or curb-and-gutter for compliance with the project documents, and cast test cylinders for laboratory compressive strength testing. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.

- Measure and report the compressive strength of the concrete test cylinders for compliance with the project documents. A set of three cylinders will be tested at 28 days for each set cast. If field cure cylinders are requested, each additional cylinder will be charged at the unit price listed in our cost estimate.

Bituminous Related Services

- Sample and test bituminous pavement materials for compliance with the project documents. This task includes Rice specific gravity, Gyrotory density, fine aggregate angularity, percent crushed, asphalt content and extracted aggregate gradation tests of the bituminous.
- Randomly determine bituminous core locations for non-wear course paving by using MnDOT's random core worksheet and provide random locations to Bolton and Menk, Inc. so they can mark out locations.
- Obtain cores and measure the thickness and density of the compacted bituminous pavement by the core method for compliance with the project documents. We assume the bituminous contractor will cut the cores.
- Measure the in-place wet density of the fresh bituminous wear course paving with a nuclear density gauge to observe and document the contractor's roll pattern growth curve.

Consulting, Project Communication and Reporting Services

- Project management, including scheduling of our field personnel.
- Review observation and test reports, and communicating with you and the parties you may designate such as the project contractor(s), and other project team members, as needed.
- Transmit test results to the project team on a weekly basis.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- We assume it will take forty-four trips to complete the nuclear density gauge testing on this project.
- We assume compaction testing on aggregate base material will be performed using the Dynamic Cone Penetration (DCP) method; a minimum of three tests will be conducted each trip with five trips assumed.
- We assume forty-eight sets of concrete tests will be required to complete the project.

- We assume the rebar observations before concrete placements will be completed by the project representative's construction oversight manager.
- We assume your full time on-site construction observer will observe the test rolling of soils and base materials for this project.
- We assume bituminous paving will be completed in ten days for this project.
- We assume the project engineer of record will review and approve contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised. If the pace of construction is different than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of **\$72,714**. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed.** If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal.

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

Our services will be provided under the terms of the Master Subconsultant Agreement for Professional Services dated January 1, 2020.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Colin Keane at 612.704.2674 (ckeane@braunintertec.com) or Andrew Valerius at 952.995.2242 (avalerius@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Colin M. Keane
Staff Engineer



Andrew M. Valerius
Account Leader, Senior Project Manager



Charles M. Cadenhead, Jr., PE
Vice President, Principal Engineer

Attachments:
Project Proposal – QTB186399

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Client:

Bolton & Menk, Inc.
Nick Amatuccio
1960 Premier Dr
Mankato, MN 56001
(952) 448-8838

Work Site Address:

6th Avenue N, 7th Avenue N, 8th Avenue, 1st Street
N, 2nd Street N and 3rd Street N between
Minnetonka Mills Road and Lake Minnetonka LRT
Regional Trail
Hopkins, MN 55343

Service Description:

Construction Materials Testing
City Project No. 2023-010
BMI Project No. OT1.130543

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Construction Materials Testing				
Activity 1.1	Soils Testing				\$27,816.00
207	Compaction Testing - Nuclear	110.00	Hour	94.00	\$10,340.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Utilities: Storm, Sanitary & Watermain	40.00	Trips	2.50	100.00
	Select Granular Embankment	2.00	Trips	2.50	5.00
	CIP Retaining Wall	2.00	Trips	2.50	5.00
1308	Nuclear moisture-density meter charge, per hour	110.00	Each	28.00	\$3,080.00
1861	CMT Trip Charge	65.00	Each	40.00	\$2,600.00
217	Compaction Testing - DCP's	15.00	Hour	94.00	\$1,410.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Aggregate Base / Full Depth Reclaim	5.00	Trips	3.00	15.00
1228	Topsoil Testing with nutrients, per sample	1.00	Each	410.00	\$410.00
1530AG	Asphalt Content of Aggregate Base, per sample	2.00	Each	162.00	\$324.00
209	Sample pick-up	24.00	Hour	94.00	\$2,256.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sample Pickup	16.00	Trips	1.50	24.00
1318	Moisture Density Relationship (Proctor)	20.00	Each	200.00	\$4,000.00
126	Project Engineer	5.00	Hour	180.00	\$900.00
1162	Sieve Analysis with 200 wash, per sample	16.00	Each	156.00	\$2,496.00
Activity 1.2	Concrete Testing				\$21,888.00
261	Concrete Testing	120.00	Hour	94.00	\$11,280.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Curb and Gutter	10.00	Trips	2.50	25.00
	Flatwork - Sidewalks & Driveways	17.00	Trips	2.50	42.50
	Concrete Steps	16.00	Trips	2.50	40.00
	Light Pole Foundations	1.00	Trips	2.50	2.50
	CIP Retaining Wall	4.00	Trips	2.50	10.00
1861	CMT Trip Charge	72.00	Each	40.00	\$2,880.00
1364	Compressive strength of concrete cylinders, per specimen	144.00	Each	38.00	\$5,472.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Curb and Gutter	10.00	Sets	3.00	30.00
	Flatwork - Sidewalks & Driveways	17.00	Sets	3.00	51.00
	Concrete Steps	16.00	Sets	3.00	48.00
	Light Pole Foundations	1.00	Sets	3.00	3.00
	CIP Retaining Wall	4.00	Sets	3.00	12.00
278	Concrete Cylinder Pick up	24.00	Hour	94.00	\$2,256.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Concrete Cylinder Pickups	24.00	Trips	1.00	24.00
Activity 1.3	Pavement Testing				\$13,170.00
2689	MnDOT Bituminous Verification, per sample	10.00	Each	740.00	\$7,400.00

Project Proposal

QTB186399

Hopkins - 2024 Central Avenues Improvements

209	Sample pick-up	10.00	Hour	94.00	\$940.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Non-Wear HMA Sample Pickup	5.00	Trips	2.00	10.00
221	Bituminous Coring	15.00	Hour	120.00	\$1,800.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Mark & Observing Cores - Non-wear	5.00	Trips	3.00	15.00
1542	Thickness and Density of Bituminous Core	10.00	Each	60.00	\$600.00
207	Compaction Testing - Nuclear	15.00	Hour	94.00	\$1,410.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Wear Course Roll Pattern & HMA Sample Pickup	5.00	Trips	3.00	15.00
1308	Nuclear moisture-density meter charge, per hour	15.00	Each	28.00	\$420.00
1861	CMT Trip Charge	15.00	Each	40.00	\$600.00
Activity 1.4	Project Management				\$9,840.00
226	Project Manager	40.00	Hour	174.00	\$6,960.00
228	Senior Project Manager	5.00	Hour	200.00	\$1,000.00
238	Project Assistant	20.00	Hour	94.00	\$1,880.00
				Phase 1 Total:	\$72,714.00

Proposal Total:	\$72,714.00
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CITY OF HOPKINS

Planning & Economic
Development

City Council Report 2023-116

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

From: Kurt Howard, Planner & Eric Klingbeil, City Engineer

Date: November 14, 2023

Subject: Resolutions Supporting Grant Funding Applications for the Reconstruction of 17th Avenue

RECOMMENDED ACTION

MOTION TO Adopt Resolution 2023-041, supporting the pursuit of 2023 Local Road Improvement Program funding, and Resolution 2023-044, supporting the pursuit of 2023 Regional Solicitation funding for the 17th Avenue Improvements project.

OVERVIEW

The segment of 17th Avenue between Excelsior Boulevard to Highway 7 is scheduled to be reconstructed in the near future. While reconstruction of 17th Avenue is not included in the 2023-2027 Capital Improvement Plan (CIP), it is currently included in the overall street reconstruction program. Tentative plans are for a 2029 road project, however, that date could move depending on the availability of outside funding.

This segment of 17th Avenue is significant in Hopkins' multimodal network for several reasons, including its potential to establish a connection between the Lake Minnetonka LRT Regional Trail and the cycle track along the new extension of 17th Avenue between Excelsior Boulevard and the Shady Oak Station. Concepts for incorporating a separated bikeway into the reconstruction plans for 17th Avenue were developed in 2018 through a feasibility study funded by Hennepin County Community Works.

At its meeting on July 18, the City Council directed staff to conduct robust community engagement efforts for the purposes of informing and further developing the preliminary design of the reconstructed 17th Avenue, and to prepare the City to submit competitive applications for external sources of funding. With the engagement efforts now completed for this phase of project development, the purpose of this item is to share a summary of engagement results, recommend a proposed preliminary design, and request resolutions supporting the preparation and submittal of funding applications.

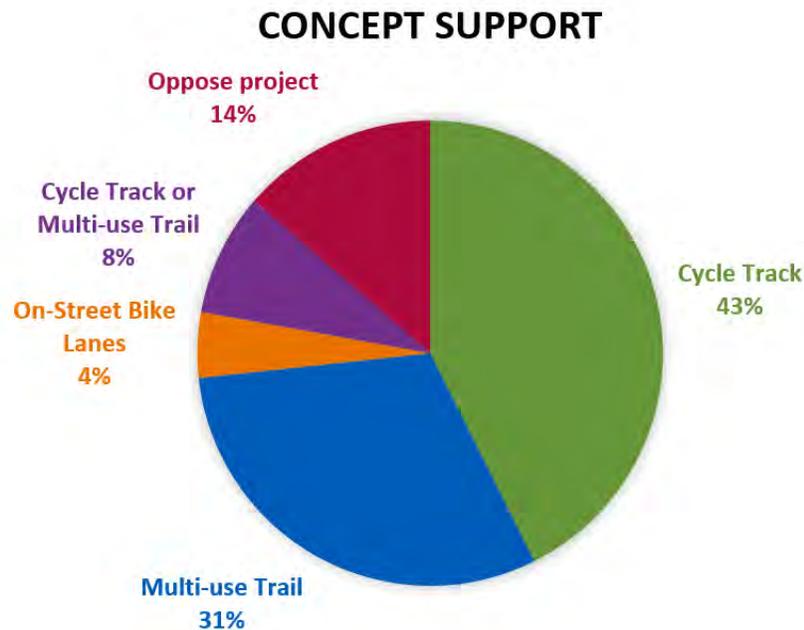
SUPPORTING INFORMATION

- Community Engagement Summary
- Community Engagement Analytics and Methodology
- Bicycle Facility Concept Layouts
- Proposed Resolution 2023-041
- Proposed Resolution 2023-044

ENGAGEMENT SUMMARY

To further inform the preliminary design and prepare the City to submit competitive applications for external sources of funding, Council directed staff to conduct significant community engagement to solicit feedback on three alternatives recommended by the feasibility study. These efforts began in early August and concluded in late October, and included mailings, posters, signage, sidewalk decals, social media, in-person pop-up events, one-on-one meetings with property owners, an open house, a community demonstration event, and an interactive website to collect comments and track responses.

A complete summary of the engagement results is attached. A total of 602 comments were received from the public via the interactive comment map, at in-person pop-up events, and through direct communications with project staff. Overall, 87% of responses indicated support for the addition of bicycle facilities on 17th Avenue. Among the comments that specifically expressed support or opposition for the project concepts or project in general, the results were as follows:



Those voicing opposition to inclusion of a bicycle facility in the reconstruction of 17th Avenue cited concerns about impacts to property values, trees, yards, ease of backing out of driveways, and emergency vehicle and school bus traffic.

RECOMMENDED CONCEPT

Based on the community input received, an analysis of the scoring criteria for the grant programs, and consideration of options that would be available if the pursuit of external funding sources is successful, staff is recommending that funding applications include the multi-use trail concept. Although the cycle track concept received a greater number of supportive comments compared to the multi-use trail concept, the multi-use trail concept offers flexibility in a couple of key and beneficial ways. First, the footprint of the multi-use trail concept has potential to be modified or reduced during final design in ways that could address or mitigate concerns voiced about impacts to adjacent trees,

yards, and landscaping. Secondly, if an application including the multi-use trail is selected for funding, the terms of the grant agreement would enable the project to be modified to include the cycle track concept prior to initiating final design. However, if a funding application including the cycle track concept is selected for funding, the terms of the grant agreement would make it much more difficult to change from the cycle track concept to the multi-use trail concept.

Given the amount time between now and when the final design process would be initiated, as well as the design considerations that have yet to be brought to a final level of detail, staff recommends submitting funding applications that include the multi-use trail option with the understanding that the potential for a cycle track option will continue to be evaluated.

PROJECT COSTS AND FUNDING

The current estimated project cost for the multi-use trail concept is \$8.6 million, this includes construction, indirect costs, and contingencies. The scope includes reconstruction of 17th Avenue, replacement of water main and sanitary sewer systems, improvements to the storm sewer system, construction of a multi-use trail, street lighting, landscaping, and all other appurtenances. Staff has developed a funding plan for the project which involves applying for grants, using State Aid funding, utility funds, and special assessments. The costs and funding sources are summarized in the tables below.

Project Cost Table

Category	Cost
Street	\$2,570,000
Bicycle Facility	\$2,450,000
Utility and Stormwater	\$1,740,000
Indirect Costs	\$1,840,000
Total Project Cost	\$8,600,000

Project Funding Table

Category	Proposed Funding
Met Council Regional Solicitation Grant	\$2,450,000
MnDOT LRIP Grant	\$1,500,000
City Utility Funds	\$1,740,000
City of Hopkins MSA	\$2,190,000
Special Assessments	\$ 720,000
Total Funding	\$8,600,000

This funding plan is preliminary and currently assumes the City is successful in securing all grants for which we are applying. Project staff will continue to work with the Finance Director as the project progresses as depending on the grant awards, the funding plan may change. The project team will also continue to seek other sources of outside funding and partnerships with other agencies that could result in cost reductions for Hopkins.

FUTURE ACTION

If there is agreement on the approach of applying for external sources of funding, the next steps would proceed as follows:

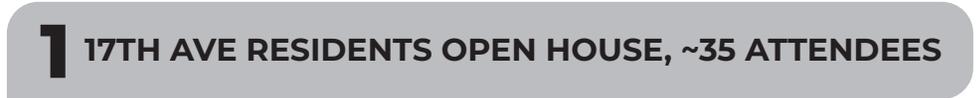
- **December:**
 - Prepare and submit Local Road Improvement Program and Regional Solicitation grant applications.
- **Summer 2024:**
 - Receive results of grant applications and report back to the City Council.
 - Depending on success in securing grant funding, staff will recommend a project schedule and incorporate into the City's CIP

17th AVENUE IMPROVEMENTS ENGAGEMENT SUMMARY

The City of Hopkins conducted public engagement for the 17th Avenue Improvements project from Aug. 8 - Oct. 20, 2023. The purpose was to gather feedback on the three design concepts for the corridor: a separated two-way cycle track, a multi-use trail and on-street bike lanes. The following is a summary of the engagement strategies employed and feedback themes heard during this phase.

602 COMMENTS RECEIVED

HOW DID WE PROMOTE AND GATHER FEEDBACK?



17th AVENUE IMPROVEMENTS ENGAGEMENT SUMMARY

The City of Hopkins conducted public engagement for the 17th Avenue Improvements project from Aug. 8 - Oct. 20, 2023. The purpose was to gather feedback on the three design concepts for the corridor: a separated two-way cycle track, a multi-use trail and on-street bike lanes. The following is a summary of the engagement strategies employed and feedback themes heard during this phase.

602 COMMENTS RECEIVED

WHAT FEEDBACK DID WE HEAR?

CONCEPT A: SEPARATED TWO-WAY CYCLE TRACK



Support due to:

- » **separation** of pedestrians and bicyclists
- » **consistency** with planned **17th Ave extension**



Concern that volume of bike traffic may not warrant a space separate from pedestrians

CONCEPT B: SEPARATED MULTI-USE TRAIL



Support due to:

- » larger amount of **green space** than other concepts
- » to maintain **consistency with other trails** in the area



Concern with volume of pedestrians and bicyclists sharing the same facility

CONCEPT C: ON-STREET BIKE LANES



Strong opposition due to safety concerns for bikers and motorists



Overall, 87% of commenters support the addition of bike facilities on 17th Ave:

- » **43% in favor of Concept A**
- » **31% in favor of Concept B**

17% of 17th Ave residents vocalized opposition to the project due to perceived impacts.

GENERAL FEEDBACK



Request for bike facilities north of Hwy 7



Speeding is a concern



Request for safety enhancements at trail crossing



Review the FAQ for answers to some of these concerns:

[Hopkins17thAve.com](https://hopkins17thave.com)

Concerns with how the improvements will impact:



Property values



Yards / landscaping / trees



Emergency vehicle and school bus traffic



Ease of backing out of driveways

Preliminary Design Engagement Summary

17th Avenue Improvements Project | City of Hopkins

Performance Analytics: Aug. – Oct. 2023

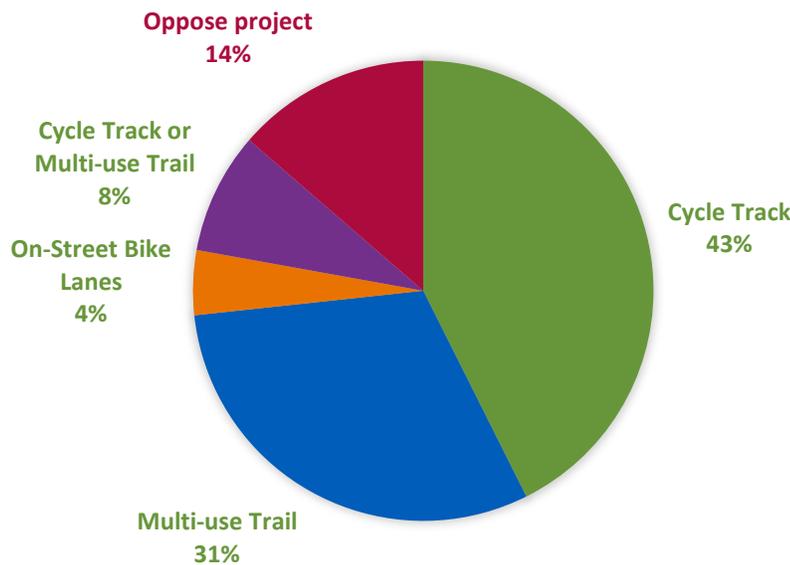
Tactic	Performance metrics
Postcards	<ul style="list-style-type: none"> - Engagement kick-off (8/9): 2077 recipients - 17th Ave resident open house (9/13): 107 recipients - Demonstration event invite (10/4): 107 recipients
Signage and decal	<ul style="list-style-type: none"> - Engagement kick-off (8/8 – 10/4): 30 signs and 38 decals, 384 QR code scans - Demonstration event invite (10/4 – 10/16): 30 signs, 12 QR code scans
Facebook ads	<ul style="list-style-type: none"> - Engagement kick-off ad (8/11 – 8/20): <ul style="list-style-type: none"> o 24,241 impressions (times the ad was seen) o 6,066 people reached o 892 link clicks - Demonstration event ad (10/4 – 10/14): <ul style="list-style-type: none"> o 39,538 impressions o 15,688 people reached o 316 link clicks
Business posters	<ul style="list-style-type: none"> - 50+ posters delivered to local businesses
Table tents	<ul style="list-style-type: none"> - 30 table tents delivered to downtown restaurants
Eblasts	<ul style="list-style-type: none"> - 5 eblasts sent - 196 recipients
Pop-up events	<ul style="list-style-type: none"> - UBAH Academy, ~15 attendees - LTD Brewing, ~15 attendees - Farmer's Market, ~75 attendees - Lake Minnetonka Regional Trail crossing, ~15 attendees
Open house	<ul style="list-style-type: none"> - ~35 attendees
Demonstration event	<ul style="list-style-type: none"> - ~125 attendees



Methodology and Results

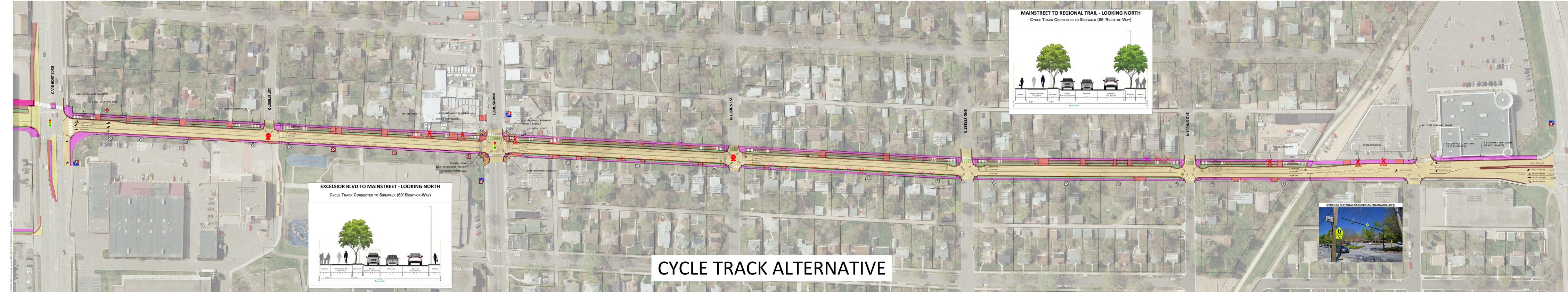
During this phase of the project, we collected 602 comments from the public via the interactive comment map, at in-person pop-up events and through direct communications with project staff. To identify the level of support for the project and specific design concepts, our team cleaned the data collected. During this analysis, duplicate comments from an individual were removed unless the comment provided a new opinion or perspective. Additionally, we removed any comments that did not specifically show support or opposition for the project concepts or project in general. Out of the 602 comments received, 174 fit this criterion; the following chart shows the summary of these comments.

CONCEPT SUPPORT

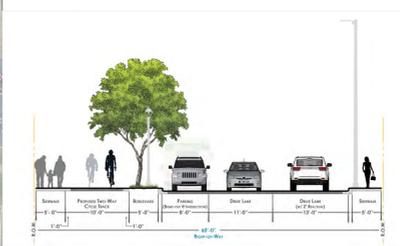


IMPERVIOUS AREA
 EXISTING IMPERVIOUS: 4.7 ACRES
 PROPOSED IMPERVIOUS AREA: 5.0 ACRES
 NET CHANGE

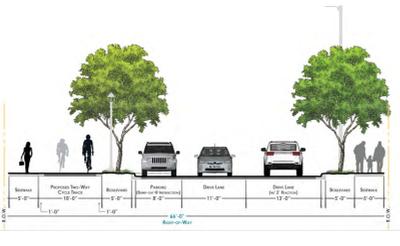
- LEGEND**
- PROPOSED IMPERVIOUS PAVEMENT
 - PROPOSED CONCRETE WALL
 - PROPOSED CONCRETE DRIVEWAY CURB/SIDELINE W/IC CONCRETE
 - PROPOSED CYCLE TRACK
 - PROPOSED PAVING
 - PROPOSED TREE REMOVAL
 - PROPOSED TREE REMOVAL FOR CLIMATE OR SPECIES
 - PROPOSED TREE REMOVAL FOR PUBLIC UTILITY
 - PROPOSED TEMPORARY EASEMENT
 - PROPOSED RETAINING WALL
 - PROPOSED SIGN LIGHT
 - PROPOSED STREET LIGHT
 - EXISTING NO PARKING
 - PROPOSED NO PARKING



EXCELSIOR BLVD TO MAINSTREET - LOOKING NORTH
 CYCLE TRACK CONNECTED TO SIDEWALK (60' Right-of-Way)



MAINSTREET TO REGIONAL TRAIL - LOOKING NORTH
 CYCLE TRACK CONNECTED TO SIDEWALK (66' Right-of-Way)



OVERHEAD RECTANGULAR RAPID FLASHING BEACON (RRFB)



CYCLE TRACK ALTERNATIVE

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2023-041

**RESOLUTION SUPPORTING PURSUIT OF 2023 LOCAL ROAD IMPROVEMENT
PROGRAM FUNDING FROM MnDOT FOR THE 17TH AVENUE IMPROVEMENTS
PROJECT**

WHEREAS, the 17th Avenue Improvements project includes the reconstruction of 17th Avenue through the City of Hopkins between Hennepin County State Aid Highway No. 3 (Excelsior Boulevard) and Minnesota State Trunk Highway 7 (TH 7), and will correct poor road surface conditions, improve the underlying infrastructure, fill gaps in the sidewalk network, and install dedicated cycling facilities along the corridor; and

WHEREAS, the 17th Avenue Improvements project provides opportunity to correct deficient roadway conditions, make improvements to utilities, improve the multimodal network, and increase access to the forthcoming Green Line Extension to be located at 17th Avenue and Hennepin County State Aid Highway No. 3; and

WHEREAS, the Local Road Improvement Program (LRIP) administered by the Minnesota Department of Transportation makes available up to \$1,500,000 to apply towards projects on local roads that are regionally significant, result in safety improvements, address transportation deficiencies, and contribute to economic development; and

WHEREAS, the proposed year for project construction is 2029,

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Hopkins hereby supports the reconstruction of 17th Avenue through the City of Hopkins between Hennepin County State Aid Highway No. 3 and Minnesota State Trunk Highway 7.

NOW THEREFORE BE IT FURTHER RESOLVED, that the City Council of the City of Hopkins hereby supports the City's pursuit of Local Road Improvement Program (LRIP) funding and authorizes staff to prepare and submit such application.

Adopted by the City Council of the City of Hopkins this 14th day of November, 2023.

By: _____
Patrick Hanlon, Mayor

ATTEST:

Amy Domeier, City Clerk

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2023-044

**RESOLUTION OF SUPPORT FOR THE PURSUIT OF 2023 REGIONAL
SOLICITATION FUNDING FOR THE 17TH AVENUE IMPROVEMENTS PROJECT**

WHEREAS, the Regional Solicitation Program provides federal transportation funding for projects as part of the Metropolitan Council's federally-required continuing, comprehensive, and cooperative transportation planning process for the 7-County Twin Cities Metropolitan Area; and

WHEREAS, the Metropolitan Council is accepting candidate projects for the Fiscal Years (FY) 2028-2029 and providing up to 80 percent of the project construction cost for transportation projects; and

WHEREAS, the City of Hopkins is seeking Regional Solicitation funds to reconstruct 17th Avenue from Hennepin County State Aid Highway No. 3 (Excelsior Boulevard) to Minnesota State Trunk Highway 7 (TH 7) through the City of Hopkins; and

WHEREAS, the 17th Avenue Improvements project will rebuild the failing collector roadway, make improvements to water main, sanitary sewer, and storm sewer, fill sidewalk gaps, address ADA deficiencies, install street lighting, and install a paved shared use path along the west of 17th Avenue; and

WHEREAS, the proposed year for project construction is 2029,

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Hopkins hereby supports the reconstruction and rehabilitation of 17th Avenue through the City of Hopkins.

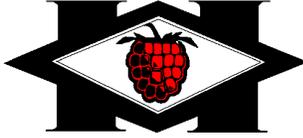
NOW THEREFORE BE IT FURTHER RESOLVED, that the City Council of the City of Hopkins hereby supports the City's pursuit of FY 2028-2029 Regional Solicitation funding and authorizes staff to prepare and submit such application.

Adopted by the City Council of the City of Hopkins this 14th day of November, 2023.

By: _____
Patrick Hanlon, Mayor

ATTEST:

Amy Domeier, City Clerk



Administration

CITY OF HOPKINS

City Council Report 2023-124

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

From: Amy Domeier, City Clerk

Date: November 14, 2023

Subject: Canvass Official Results of the November 7, 2023, General Election

RECOMMENDED ACTION

MOTION TO declare the results of the November 7, 2023, General Election returns.

OVERVIEW

The City Council serves as the canvassing board for City elections. An abstract including the return information of the November 7 election has been provided to use in declaring the official results.

SUPPORTING INFORMATION

- Abstract of Votes Cast

Abstract of Votes Cast
In the Precincts of the City of Hopkins
State of Minnesota
at the Municipal and School District General
Held Tuesday, November 7, 2023

as compiled from the official returns.

Summary of Totals
City of Hopkins
Tuesday, November 7, 2023 Municipal and School District General

Number of persons registered as of 7 a.m.	10820
Number of persons registered on Election Day	61
Number of accepted regular, military, and overseas absentee ballots and mail ballots	356
Number of federal office only absentee ballots	0
Number of presidential absentee ballots	0
Total number of persons voting	2072

Summary of Totals
City of Hopkins
Tuesday, November 7, 2023 Municipal and School District General

KEY TO PARTY ABBREVIATIONS

NP - Nonpartisan

Mayor (Hopkins)

NP
Patrick Hanlon
1765

WI
WRITE-IN
77

Council Member (Hopkins) (Elect 2)

NP
Aaron Kuznia
884

NP
Brian Hunke
1207

NP
Ben Goodlund
885

NP
Alan Beck
755

WI
WRITE-IN
15

Detail of Election Results
 City of Hopkins
 Tuesday, November 7, 2023 Municipal and School District General

Precinct	Persons Registered as of 7 A.M.	Persons Registered on Election Day	Total Number of Persons Voting
27 1110 : HOPKINS P-01	2035	15	320
27 1115 : HOPKINS P-02	1523	8	286
27 1120 : HOPKINS P-03	2575	9	309
27 1125 : HOPKINS P-04	2305	16	573
27 1130 : HOPKINS P-05	2382	13	584
City of Hopkins Total:	10820	61	2072

Detail of Election Results
 City of Hopkins
 Tuesday, November 7, 2023 Municipal and School District General

Office Title: Mayor (Hopkins)

Precinct	NP Patrick Hanlon	WI WRITE-IN
27 1110 : HOPKINS P-01	272	15
27 1115 : HOPKINS P-02	240	10
27 1120 : HOPKINS P-03	276	8
27 1125 : HOPKINS P-04	503	17
27 1130 : HOPKINS P-05	474	27
Total:	1765	77

Office Title: Council Member (Hopkins) (Elect 2)

Precinct	NP Aaron Kuznia	NP Brian Hunke	NP Ben Goodlund	NP Alan Beck	WI WRITE-IN
27 1110 : HOPKINS P-01	140	193	124	111	2
27 1115 : HOPKINS P-02	103	128	149	140	5
27 1120 : HOPKINS P-03	122	173	142	110	1
27 1125 : HOPKINS P-04	260	380	224	192	1
27 1130 : HOPKINS P-05	259	333	246	202	6
Total:	884	1207	885	755	15

We, the legally constituted county canvassing board, certify that we have herein specified the names of the persons receiving votes and the number of votes received by each office voted on, and have specified the number of votes for and against each question voted on, at the Municipal and School District General held on Tuesday, November 7, 2023

As appears by the returns of the election precincts voting in this election, duly returned to, filed, opened, and canvassed, and now remaining on file in the office of the City of Hopkins Clerk. Witness our official signature at _____ in _____ County this _____ day of _____, 2023.

Member of canvassing board

State of Minnesota
City of Hopkins

I, _____, Clerk of the City of Hopkins do hereby certify the within and foregoing _____ pages to be a full and correct copy of the original abstract and return of the votes cast in the City of Hopkins Municipal and School District General held on Tuesday, November 7, 2023.

Witness my hand and official seal of office this _____ day of _____, 2023.

Write-in Tally Form

General Election November 7, 2023

Municipality or School District: CITY OF HOPKINS

Ward/Precinct: PRECINCT 1

Tally ALL write-in votes for city and/or school district offices:

City/School Office	Absentee Tally		Polling Place Tally	
	Candidate Name	Tally Votes	Candidate Name	Tally Votes
Mayor	Joseph Stalin		William Johnson	
			Ron Paul	
			Daniel Pratt	
			Jason Gadd	
			Bill Steinman	
			Mark Kylo	
			James J. Hill	
			O. James Hicks	2
			Thomas C. Myers Jr.	
Council Member				

Election Judge: *Annawela*

Election Judge: *James W. [Signature]*

Write-in Tally Form

General Election November 7, 2023

Municipality or School District: CITY OF HOPKINS

Ward/Precinct: PRECINCT 2

Tally ALL write-in votes for city and/or school district offices:

City/School Office	Absentee Tally		Polling Place Tally	
	Candidate Name	Tally Votes	Candidate Name	Tally Votes
Mayor	Sam Kessler		Ryan Tyler Johnson	
			Eugene Maxwell	
			Randy Ridenour	
			Gary McGlennen	
			Ben Goodlund	2
			Goldie Wilson	
Council Member	Renee Kessler		Randy Ridenour	
			Ben Goodlund	

Election Judge: ADAMER

Election Judge: Sam Wee

Write-in Tally Form

General Election November 7, 2023

Municipality or School District: CITY OF HOPKINS

Ward/Precinct: PRECINCT 3

Tally ALL write-in votes for city and/or school district offices:

City/School Office	Absentee Tally		Polling Place Tally	
	Candidate Name	Tally Votes	Candidate Name	Tally Votes
Mayor			Ryan Lowesen	
			Andrew Maloney	
			Jeff Tarman	
			Gene Maxwell	
			Thomas Pampurl	
Council Member			Kristi Halverson	

Election Judge: ADAMELER

Election Judge: Jenna Neese

Write-in Tally Form

General Election November 7, 2023

Municipality or School District: CITY OF HOPKINS

Ward/Precinct: PRECINCT 4

Tally ALL write-in votes for city and/or school district offices:

City/School Office	Absentee Tally		Polling Place Tally	
	Candidate Name	Tally Votes	Candidate Name	Tally Votes
Mayor	Ben Goodlund	2	Lizzy Eischens	
			Krissandra Anifnson	2
			Gene Maxwell	
			Molly Cummings	
			Donald Trump	
			Theron Mackey	
			Bob Taylor	
			Catherine Woods	
			Joshua Dobbs	
			Ronald McDonald	
Council Member			Donald Trump	

Election Judge: *Andrew*

Election Judge: *Laura*

Write-in Tally Form

General Election November 7, 2023

Municipality or School District: CITY OF HOPKINS

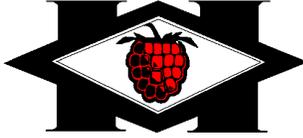
Ward/Precinct: PRECINCT 5

Tally ALL write-in votes for city and/or school district offices:

City/School Office	Absentee Tally		Polling Place Tally	
	Candidate Name	Tally Votes	Candidate Name	Tally Votes
Mayor	Sam Steilie	2	Paula Rolf	
	Gene Maxwell		Thomas Bohn	
	Dan Meyers	2	Ben Goodlund	
	Greg Patterson		Alan Beck	2
			Alyssa Hammell	
			Elvis Presley	
			Terry Lehman	
			Jacob Swift	
			Brandon Hayes	
			Steve Davis	
		Xavier Pineda Jr.	2	
		David Starr		
		Kristi Halverson		
		Greg Patterson		
		Davod Suarr		
		Molly Dionne		
		Todd Running		
		Sam Stilie		
		Gene Maxwell		
Council Member			Wendy Anderson	
			Paula Rolf	
			John Quinn	
			Jeremy Grenz	
			Xavier Pineda Jr.	2

Election Judge: *ADAMER*

Election Judge: *Jane West*



Administration

CITY OF HOPKINS

City Council Report 2023-115

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

From: Amy Domeier, City Clerk

Date: November 14, 2023

Subject: First Reading: Extension of an Interim Ordinance Authorizing a Study and Imposing a Moratorium on the Operations of Cannabis Businesses within the City of Hopkins until January 1, 2025

RECOMMENDED ACTION

MOTION TO Adopt for First Reading Extension of an Interim Ordinance Authorizing a Study and Imposing a Moratorium on the Operations of Cannabis Businesses within the City of Hopkins until January 1, 2025.

OVERVIEW

On July 18, 2023, the City Council adopted a 120-day (to expire on November 24, 2023) moratorium to allow time for the City Council and staff to consider next steps and potential regulations related to the newly authorized cannabis legislation, including review of the Office of Cannabis Management's ("OCM") regulations and model ordinances. Since that time, the OCM management has provided that it does not anticipate having either the administrative rulemaking process or model ordinance complete or will begin issuing licenses until the end of 2024 or the first quarter of 2025. Staff is looking to extend the moratorium to allow the City to develop regulations on a known and stable timeline.

SUPPORTING INFORMATION

- Draft Ordinance 2023-1203

**CITY OF HOPKINS
COUNTY OF HENNEPIN
ORDINANCE NO. 2023-1203**

**EXTENSION OF AN INTERIM ORDINANCE AUTHORIZING A STUDY AND
IMPOSING A MORATORIUM ON THE OPERATION OF CANNABIS
BUSINESSES WITHIN THE CITY OF HOPKINS UNTIL JANUARY 1, 2025**

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

Section 1. Legislative Findings and Authority.

- (A) The Minnesota Legislature recently enacted, and the Governor signed, 2023 Minnesota Session Laws, Chapter 63 – H.F. No. 100 (the “Act”), which is comprehensive legislation relating to cannabis including, but not limited to, the establishment of the Office of Cannabis Management (“OCM”), legalizing and limiting the possession and use of cannabis and certain hemp products by adults, providing for the licensing, inspection, and regulation of cannabis and hemp businesses, taxing the sale of cannabis flower, cannabis products, and certain hemp products, establishing grant and loan programs, amending criminal penalties, providing for expungement of certain convictions, and providing for the temporary regulation of Edible Cannabinoid Products.
- (B) The Act provides local units of government certain authority related to Cannabis Businesses, including the authority to (i) require local registration of certain Cannabis Businesses operating retail establishments, (ii) adopt reasonable restrictions on the time, place, and manner of the operation of Cannabis Businesses, provided that such restrictions do not prohibit the establishment or operation of a Cannabis Business, (iii) limit the number of certain Cannabis Businesses based on the population of the community, and (iv) prohibit the operation of a Cannabis Business within 1,000 feet of a school, or 500 feet of a day care, residential treatment facility, or an attraction within a public park that is regularly used by minors, including a playground or athletic field.
- (C) The Act requires the OCM, which was established effective July 1, 2023, to work with local governments to develop model ordinances for reasonable restrictions on the time, place, and manner of the operation of Cannabis Businesses. The Act also requires the OCM to establish additional rules and regulations relating to the operation of Cannabis Businesses. It is anticipated that the city of Hopkins (the “City”) will benefit from reviewing and analyzing the OCM’s model ordinances, rules and regulations before making any decisions related to the regulation of Cannabis Businesses in the City.
- (D) The Act (Minnesota Statutes, section 342.13(e)) expressly allows a local unit of government that is conducting studies or has authorized a study to be conducted or has held or scheduled a hearing for the purpose of considering adoption or amendment of reasonable restrictions on the time, place and

manner of the operation of Cannabis Businesses to adopt an interim ordinance applicable to all or part of its jurisdiction for the purpose of protecting the planning process and the health, safety, and welfare of its citizens. The interim ordinance may regulate, restrict, or prohibit the operation of Cannabis Businesses within the jurisdiction or a portion thereof until November 24, 2023.

- (E) Given the uncertainty regarding the model ordinances to be developed by the OCM and the broad scope of the changes to Minnesota law brought about by the Act, the City desires to adopt an interim ordinance for the purpose of protecting the planning process and the health, safety, and welfare of its citizens.
- (F) The City desires to conduct a study for the purpose of considering the adoption or amendment of reasonable restrictions on the time, place and manner of the operation of Cannabis Businesses as well as the other regulations local units of government may adopt under the Act.
- (G) The city council adopted an interim ordinance (“Ord. No 2023-1195”) regarding the operations and establishment of Cannabis Businesses effective July 27, 2023. Given the unknown timeline for establishing the OCM and administrative rulemaking process, the city council decided to enact Ord. No. 2023-1195 for an initial period to last until November 24, 2023, which could be extended until January 1, 2025, by express city council action.
- (H) Since that time, the OCM has not hired a permanent executive director to oversee its operations, has not begun the administrative rulemaking process, and estimates that licenses may not be issued until late 2024 or early 2025.
- (I) The city council desires to extend Ord. No. 2023-1195 by passing this ordinance restating Ord. No. 2023-1195, providing additional findings in Section 1(G-J), and amending Section 8. Effective Date and Term to extend the effective date of the moratorium until January 1, 2025.
- (J) On November 14, 2023, after providing at least 10 days published notice, the city council held a public hearing regarding the consideration and extension of an interim ordinance prohibiting the operation of Cannabis Businesses within the City until January 1, 2025.

Section 2. Definitions. For purposes of this Ordinance, the following terms shall have the meaning given them in this section.

- (A) “Act” means 2023 Minnesota Session Laws, Chapter 63 (H.F. No. 100).
- (B) “Cannabis Business” has the meaning given the term in Minnesota Statutes, section 342.01, subdivision 14.

- (C) “City” means the city of Hopkins, a Minnesota municipal corporation.
- (D) “Edible Cannabinoid Product” has the meaning given the term in Minnesota Statutes, section 151.72, subdivision 1(f).
- (E) “OCM” means the Office of Cannabis Management, established as set forth in Minnesota Statutes, section 342.02, subd. 1.
- (F) “Ordinance” means this interim ordinance, which is adopted pursuant to Minnesota Statutes, section 342.13(e).

Section 3. Study Authorized. The city council hereby authorizes and directs City staff to conduct a study regarding the adoption or amendment of reasonable restrictions on the time, place, and manner of the operation of Cannabis Businesses, as well as other potential local regulations allowed under the Act, and report to the city council on the potential regulation of Cannabis Businesses. The study may include a review of any model ordinances that OCM is directed to draft under Minnesota Statutes, section 342.13(d), an analysis of potential setback regulations allowed under Minnesota Statutes, section 342.13(c), and such other matters as staff may determine are relevant to the city council’s consideration of this matter. The report may also include City staff’s recommendations on whether the city council should adopt regulations and, if so, the recommended types of regulations.

Section 4. Moratorium. A moratorium is hereby imposed on the operation of any Cannabis Business within the City. During the term of this Ordinance, no business, person, or entity may establish or operate a Cannabis Business within the jurisdictional boundaries of the City. Accordingly, during the period that this Ordinance is in effect, the City shall not accept, process, or act on any application, site plan, building permit, zoning request, or other approval, including any requested confirmation, certification, approval, or other request from the OCM or other governmental entity requesting City review of any application or proposal for a business proposing to engage in the operation of a Cannabis Business. During the term of the moratorium, it is a violation of this Ordinance for any business, person, or entity to establish or operate a Cannabis Business within the City.

Section 5. Exceptions. The moratorium imposed by this Ordinance does not apply to: (i) the continued operation of a duly established business as part of the Medical Cannabis Program administered by the Minnesota Department of Health that was lawfully operating within the City prior to the effective date of this Ordinance; or (ii) the sale of Edible Cannabinoid Products, provided, however, that nothing in this Ordinance exempts a business, person, or entity from complying with all other requirements and prohibitions of applicable laws and ordinances related to such exceptions.

Section 6. Enforcement. Violation of this Ordinance is a misdemeanor. The City may also enforce this Ordinance by mandamus, injunction, or other appropriate civil remedy in any court of competent jurisdiction. A violation of this Ordinance is also subject to the City’s general penalties prescribed in the city code and may further result in the City

reporting violations to the OCM, if relevant to OCM licensing. The city council hereby authorizes City staff and consultants to initiate any legal action deemed necessary to secure compliance with this Ordinance.

Section 7. Severability. Every section, provision, and part of this Ordinance is declared severable from every other section, provision, and part. If any section, provision, or part of this Ordinance is held to be invalid by a court of competent jurisdiction, such judgment shall not invalidate any other section, provision, or part of this Ordinance.

Section 8. Effective Date and Term. This Ordinance shall become effective on November 23, 2023. Unless earlier rescinded by express City Council action, this Ordinance shall remain in effect until January 1, 2025.

First Reading:	November 14, 2023
Second Reading:	November 21, 2023
Date of Publication:	November 23, 2023
Date Ordinance Takes Effect:	November 23, 2023

Patrick Hanlon, Mayor

ATTEST:

Amy Domeier, City Clerk



Finance Department

CITY OF HOPKINS

Memorandum

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

From: Nick Bishop, Finance Director

Date: November 14, 2023

Subject: Third Quarter Financial Report & Public Safety Funding Update

Attached is the presentation for the 3rd quarter financial report. It includes an overview of one-time public safety aid and proposed uses. A full presentation will be given at the council meeting.

2023 3rd Quarter Financial Report & Public Safety Funding Update



Agenda

- 3rd Quarter Financial Report
- Public Safety Fund Budget



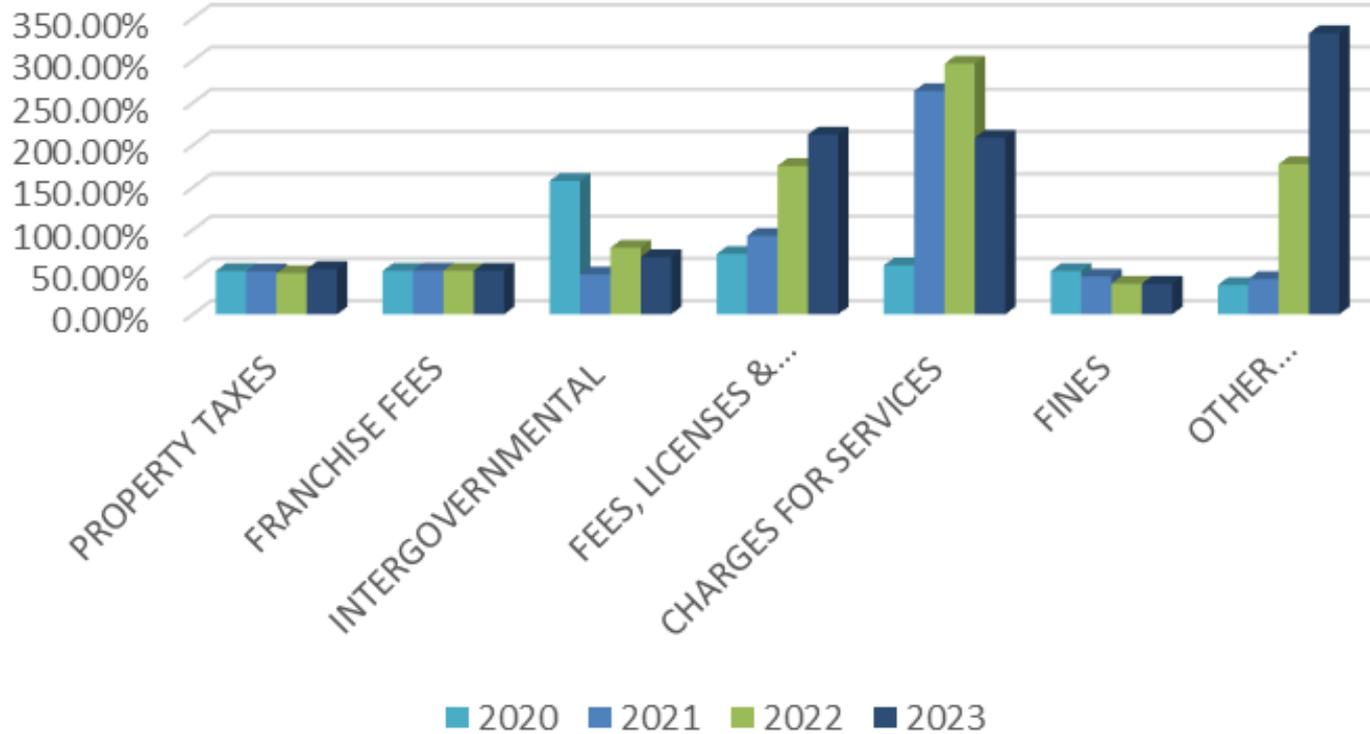
General Fund Revenues

		<u>Budget</u>		<u>Actual</u>	<u>% of Budget</u>
Taxes	\$	14,020,781	\$	7,519,278	53.63%
Intergovernmental		1,630,794		1,103,813	67.69%
Licenses, Permits & Fees		676,715		1,437,890	212.48%
Fines		192,500		69,895	36.31%
Charges for Services		329,900		688,913	208.82%
Miscellaneous		41,550		138,143	332.47%
Franchise Fees		296,200		152,960	51.64%
Total Revenues	\$	17,188,440	\$	11,110,891	64.64%



General Fund Revenues

Percent of Budget through 3rd Qtr



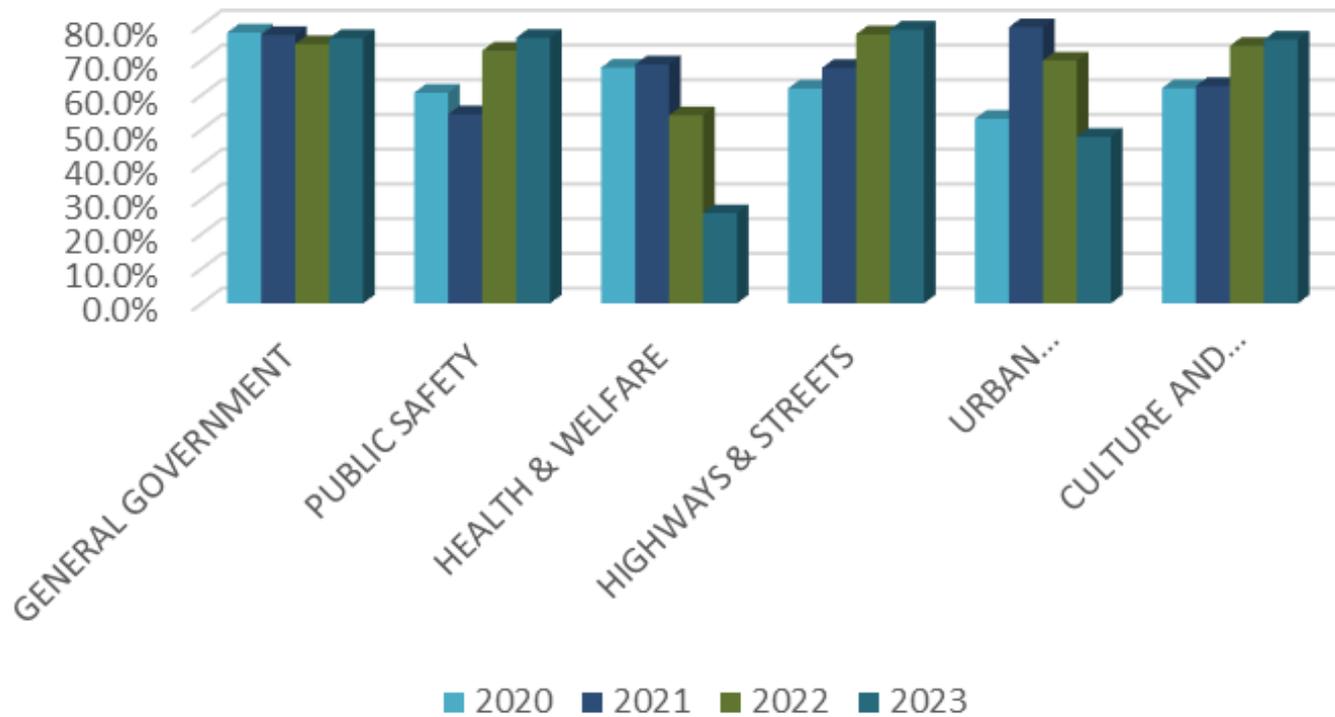
General Fund Expenditures

		<u>Budget</u>		<u>Actual</u>	<u>% of Budget</u>
General Government	\$	2,982,102	\$	2,277,068	76.36%
Public Safety		9,444,712		7,221,822	76.46%
Health & Welfare		209,565		54,385	25.95%
Highways & Streets		3,632,028		2,863,453	78.84%
Urban Redevelopment		126,848		60,773	47.91%
Culture & Recreation		793,185		602,251	75.93%
Total Expenditures	\$	17,188,440	\$	13,079,752	76.10%



General Fund Expenditures

Percent of Budget through 3rd Qtr



Special Revenue Funds Revenues

	<u>Budget</u>		<u>Actual</u>	<u>% of Budget</u>
Chemical Assessment	\$ 65,000	\$	43,009	66.17%
Economic Development	571,531		274,861	48.09%
Parking	143,250		72,036	50.29%
Communications	230,000		94,903	41.26%
Depot Coffee House	248,224		86,827	34.98%
Art Center	1,164,132		905,686	77.80%



Special Revenue Funds Expenditures

	<u>Budget</u>		<u>Actual</u>	<u>% of Budget</u>
Chemical Assessment	\$ 65,000	\$	85,841	132.06%
Economic Development	519,236		260,363	50.14%
Parking	158,610		126,690	79.88%
Communications	304,325		239,263	78.62%
Depot Coffee House	263,224		106,745	40.55%
Art Center	1,104,132		736,753	66.73%



Special Revenue Funds Financial Position

	<u>Revenues</u>	<u>Expenses</u>	<u>ARPA</u> <u>Allocations</u>	<u>Change</u> <u>In Fund</u> <u>Balance</u>	<u>Ending</u> <u>Fund</u> <u>Balance</u>
Chemical Assessment	\$ 43,009	\$ 85,841	\$ -	\$ (42,832)	\$ (94,517)
Economic Development	274,861	260,363	-	14,498	4,540,275
Parking	72,036	126,690	-	(54,654)	(61,060)
Communications	94,903	239,263	-	(144,360)	70,797
Depot Coffee House	86,827	106,745	-	(19,918)	(234,515)
Art Center	905,686	736,753	136,052	168,934	(188,270)



Enterprise Funds Revenue

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
Water	\$ 2,513,000	\$ 1,773,222	70.56%
Sewer	3,460,000	2,327,167	67.26%
Refuse	1,271,200	924,233	72.71%
Storm Sewer	810,332	600,334	74.08%
Pavilion	819,000	742,558	90.67%



Enterprise Funds Expenditures

	<u>Budget</u>		<u>Actual</u>	<u>% of Budget</u>
Water	\$ 2,627,587	\$	1,876,515	71.42%
Sewer	3,397,964		2,341,566	68.91%
Refuse	1,324,891		965,376	72.86%
Storm Sewer	793,522		484,130	61.01%
Pavilion	1,080,961		904,533	83.68%



Enterprise Funds Financial Position

	<u>Revenues</u>	<u>Expenses</u>	<u>Less:</u> <u>Depreciation</u>	<u>Add:</u> <u>Principal</u>	<u>Net</u> <u>Income</u> <u>(Loss)</u>	<u>Ending</u> <u>Financial</u> <u>Position</u>
Water	\$ 1,773,222	\$ 1,876,515	\$ (235,708)	\$ 485,450	\$ (353,036)	\$ 771,005
Sewer	2,327,167	2,341,566	(246,284)	377,540	(145,655)	\$ 1,347,193
Refuse	924,233	965,376	(34,289)	-	(6,854)	\$ 1,266,880
Storm Sewer	600,334	484,130	(232,162)	312,010	36,356	\$ 2,610,605
Pavilion	742,558	904,533	(358,479)	195,000	1,504	\$ 99,580



Cash and Investments

U.S. Government Securities	
Municipal Obligations	\$ 99,008
Government Sponsored Entities	
Federal Home Loan Bank	4,383,913
U.S. Treasury Notes	12,202,875
Certificates of Deposit	4,647,594
Money Market Funds	<u>14,741,664</u>
Total	<u><u>\$ 36,075,054</u></u>



Public Safety Funding

- City Council Meeting on August 15th
 - Overview of Funding & Requests
 - Presentations from Police and Fire Departments



Public Safety Funding

- \$210 million of one-time public safety aid for Cities
- Fire, Police, Emergency Medical or Other Public Safety Needs
- Hopkins will receive **\$828,185**



Public Safety Funding

	2024	2025	Total
Police Officer 1 (April 1st)	87,423	121,135	208,558
Police Officer 2 (April 1st)	87,423	121,135	208,558
Canine Start-Up costs	46,420	-	46,420
License Plate Readers	13,000	-	13,000
Fire Captain	139,829	146,820	286,649
Fire Hose	10,000	-	10,000
Fire MDC	40,000	-	40,000
Fire Records Management System	15,000	-	15,000
Total	439,095	389,090	828,185

