

**HOPKINS CITY COUNCIL**  
**AGENDA**  
**Tuesday, December 5, 2023**  
**6:30 pm**

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

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

**I. CALL TO ORDER**

**II. ADOPT AGENDA**

**III. PRESENTATIONS**

**IV. CONSENT AGENDA**

1. Minutes of November 21, 2023, City Council Regular Meeting Proceedings
2. Resolution Approving Amendments to the Hopkins Fire Department Relief Association Bylaws; Specken
3. Ratify Checks Issued in November 2023; Bishop
4. Renewal of General Liability and Property Insurance and Authorize Not Waiving of the Statutory Tort Liability on the League of Minnesota Insurance Trust Policy; Bishop

**V. PUBLIC HEARINGS**

**VI. OLD BUSINESS**

**VII. NEW BUSINESS**

1. Resolution Approving an On-Sale Liquor and Sunday Sales Liquor License for Shaughnessy Plating LLC DBA Pink Ivy Kitchen and Bar; Domeier
2. First Reading: Ordinance Granting Centerpoint Energy a Franchise for Gas Energy; Bishop
3. First Reading: Ordinance Amending Chapter 102 of the Hopkins City Code Regarding Signage; Krzos

**VIII. PUBLIC COMMENT**

**IX. ANNOUNCEMENTS**

- Next City Council Regular Meeting: December 19 at 6:30 p.m.

**X. ADJOURN**

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
NOVEMBER 21, 2023**

**CALL TO ORDER**

Pursuant to due call and notice thereof a regular meeting of the Hopkins City Council was held on Tuesday, November 21, 2023, at 6:30 p.m. in the Council Chambers at City Hall, 1010 1<sup>st</sup> Street South.

Mayor Hanlon called the meeting to order with Council Members Balan, Garrido and Hunke attending. Council Member Beck was absent. Others attending included City Manager Mornson, Assistant City Manager Lenz, City Clerk Domeier, Finance Director Bishop, Director of Planning and Development Elverum, City Planner Krzos, Planner Howard, Special Projects and Initiatives Manager Imihy Bean and City Attorney Riggs.

**ADOPT AGENDA**

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

**Motion** to Adopt the Agenda.

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

**Nays: None. Absent: Beck. Motion carried.**

**PRESENTATIONS**

**III.1. Canvass to Certify the Results of the Election Recount for the City Council Seat; Domeier**

City Clerk Domeier summarized City Council Report 2023-130. The City Council as canvassing board is responsible for certification of the results of the recount. The recount results were Ben Goodlund 886 votes and Aaron Kuznia 884 votes.

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

**Motion** to declare the results of the November 20, 2023, Election recount.

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

**Nays: None. Absent: Beck. Motion carried.**

**III.2. Park Board 2024 Work Plan; Imihy Bean**

Special Initiatives and Projects Manager Imihy Bean and Park Member Matthew Miller provided an update on the 2023 plan and sought feedback on the 2024 plan. A brief discussion was held about the priorities for 2024 including race and equity plans along with park usage. Council Member Balan requested that other members of the community be asked to be in the race and equity working group. Discussion ensued regarding the Master Parks Plan and the race and equity component.

**III.3. Planning and Zoning Commission 2024 Work Plan; Krzos**

City Planner Krzos and Planning and Zoning Commission Chair Andrew Wright provided an update on the 2023 plan and sought feedback on the 2024 plan. Council Member Hunke appreciated the Commission learning more about the Shaky Oak Station area and suggested reviewing policies related to the City's equity goals.

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
NOVEMBER 21, 2023**

**CONSENT AGENDA**

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

**Motion** to Approve the Consent Agenda.

1. Minutes of the November 14, 2023, City Council Regular Meeting Proceedings
2. Second Reading: Extension of Interim Ordinance Authorizing a Study and Imposing a Moratorium on the Establishment and Operation of Cannabis Businesses in the City of Hopkins; Domeier
3. Resolutions Approving Special Assessments for Diseased Tree Removal and Private Water Service Repairs; Bishop
4. Approval of 2024-2026 Contract with Local 49; Lenz

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

**Nays: None. Absent: Beck. Motion carried.**

**NEW BUSINESS**

**VII.1. Adoption of the 2024-2028 Capital Improvement Plan; Bishop**

Finance Director Bishop summarized City Council Report 2023-126. Adoption of the CIP will authorize staff to prepare for purchases scheduled in 2024. Additional approvals will be necessary for most projects to proceed. The years 2025-2028 serve as a long-range plan and projects are not authorized by approving the plan.

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

**Motion** to Adopt the 2024-2028 Capital Improvement Plan.

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

**Nays: None. Absent: Beck. Motion carried.**

**VII.2. Adoption of the 2024-2028 Equipment Replacement Plan; Bishop**

Finance Director Bishop summarized City Council Report 2023-127. Adoption of the ERP allows staff to begin preparation for their purchases scheduled in 2024. Items that fall under the Minnesota Statutes Uniform Bidding/Contracting laws will require further approval before their purchase. The years 2025-2028 serve as a long-range plan and purchases are not authorized by approving the plan. Mayor Hanlon requested a projected budget to actual cost column included in future budget updates.

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

**Motion** to Adopt the 2024-2028 Equipment Replacement Plan.

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

**Nays: None. Absent: Beck. Motion carried.**

**ANNOUNCEMENTS**

Mayor Hanlon reviewed the upcoming meeting schedule. City Manager Mornson thanked City Clerk Domeier for her work on the City Elections; announced that Assistant City Manager Lenz is leaving the city after eight years; and shared an email from the 325

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
NOVEMBER 21, 2023**

Blake Road project general contractor commending the great service provided by the Public Works and Inspections departments.

**ADJOURNMENT**

There being no further business to come before the City Council, and upon a motion by Hunke, second by Garrido, the meeting was unanimously adjourned at 7:25 p.m.

Respectfully Submitted,



Amy Domeier, City Clerk



CITY OF HOPKINS

Fire Department

## City Council Report 2023-115

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

From: Dale Specken, Fire Chief

Date: December 5, 2023

Subject: Resolution Approving Amendments to the Hopkins Fire Department Relief Association Bylaws

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### RECOMMENDED ACTION

**MOTION TO** Adopt Resolution 2023-040 Approving Amendments to the Hopkins Fire Department Relief Association Bylaws.

### OVERVIEW

The Hopkins Fire Department Relief Association amended its Bylaws in October. The amendments are related to an option the relief association had chosen to provide deferred interest when the bylaws were written per state guidance in 2022 that is no longer allowed by MN law. The relief association has chosen not to offer deferred interest due to the complexity of the other options at this time. This is a return to the bylaw policy before the change in 2022 and will have no effect on any members who retired in the interim.

### SUPPORTING INFORMATION

- Draft Resolution 2023-040
- Bylaws of the Hopkins Fire Department Relief Association

**CITY OF HOPKINS  
HENNEPIN COUNTY, MINNESOTA**

**RESOLUTION 2023-040**

**A RESOLUTION APPROVING AMENDMENTS TO THE HOPKINS FIRE  
DEPARTMENT RELIEF ASSOCIATION BYLAWS**

**WHEREAS**, the Hopkins Fire Department Relief Association reviewed the Bylaws of the Hopkins Fire Department Relief Association; and

**WHEREAS**, the Hopkins Fire Department Relief Association approved amendments to the Bylaws of the Hopkins Fire Department Relief Association; and

**NOW, THEREFORE, BE IT RESOLVED** that the City of Hopkins hereby approves the amendment to the Bylaws of the Hopkins Fire Department Relief Association.

Adopted by the City Council of the City of Hopkins on this 5th day of December 2023.

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

ATTEST:

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

## **BYLAWS OF THE Hopkins Fire Department RELIEF ASSOCIATION**

### **ARTICLE I - NAME**

Section 1 – **NAME.** The name of this relief association is the Hopkins Fire Department Relief Association (Association). It is a nonprofit organization incorporated under the laws of Minnesota.

Section 2 – **TYPE.** The Association is a defined-benefit lump-sum relief association subject to Minn. Stat. §§ 424A.015; 424A.02; and 424A.091 to 424A.094.<sup>1</sup> All benefits provided by this Association derive from and are governed by Federal and State laws and these bylaws.

Section 3 – **BOOKS AND RECORDS.**<sup>2</sup> The Association will keep, at a minimum, correct and complete copies of its articles of incorporation and bylaws, accounting records, records documenting Special Fund transactions, records necessary to determine benefits payable and paid to individual members and their beneficiaries, and minutes of each of its meetings that record the votes of actions taken. Unless a Records Retention Schedule is adopted and the Minnesota Historical Society has been notified or authority to destroy records is received from the Records Disposition Panel, relief association records may not be destroyed.

Section 4 – **PURPOSE.** The Association is a governmental entity that receives and manages public money to provide retirement and ancillary benefits for individuals providing the governmental services of firefighting and emergency first response, and for their beneficiaries.<sup>3</sup>

Section 5 – **FISCAL YEAR.** The Association's fiscal year begins on January 1 of each calendar year and ends on December 31 of the same calendar year.<sup>4</sup>

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<sup>1</sup> Minn. Stat. § 424A.002, subd. 2.

<sup>2</sup> Minn. Stat. §§ 138.17; 317A.461.

<sup>3</sup> Minn. Stat. § 424A.001, subd. 4.

<sup>4</sup> Minn. Stat. § 424A.001, subd. 11.

## ARTICLE II - MEMBERSHIP

Section 1 – **MEMBERSHIP.** All individuals who are members of the Hopkins Fire Department (Fire Department), are engaged in or qualified to provide fire suppression duties, and who meet any additional standards established by the Fire Department or by the Association are eligible for membership in the Association.

If the city has approved the employment on the Fire Department of volunteer firefighters to perform fire prevention duties and to supervise fire prevention duties, the personnel serving in fire prevention positions are eligible for membership in the Association and qualify for service pensions and other benefit coverage of the Association on the same basis as members who perform fire suppression duties.<sup>5</sup>

No member may be credited with service credit in the Association for the same hours of service for which coverage is already provided in a fund operated by the Public Employees Retirement Association.<sup>6</sup>

Application for membership will be made in writing on a form supplied by the Secretary of the Association. Membership will be approved by the Board of Trustees.

Section 2 – **MEMBERSHIP START DATE.**<sup>7</sup> Membership in the Association begins on the date a firefighter submits their application for membership in the Hopkins Fire Department Relief. At the discretion of the Board, Membership in the Association may begin on the active hire date of the member in the Hopkins Fire Department if the application is received within a reasonable time after the active hire date.

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<sup>5</sup> Minn. Stat. § 424A.01, subd. 5.

<sup>6</sup> Minn. Stat. § 424A.01, subd. 4a.

<sup>7</sup> Minn. Stat. § 424A.001, subd. 12.

Section 3 – **DUES.** Each Active member of the Association will pay dues of \$30, monthly to the Association, withheld through payroll. The dues will be deposited in the General Fund.

Section 4 – **EXCLUSIONS.**<sup>8</sup> The Association may exclude from membership an applicant who, due to some medically determinable physical or mental impairment or condition, would constitute a predictable and unwarranted risk of imposing liability for an ancillary benefit at any age earlier than the minimum age specified for receipt of a service pension. A minor may not be a member of this Association.

Section 5 – **TERMINATION.** Any member may be terminated from the Association for cause by a two-thirds vote of all members present at a special meeting of the membership. Cause for termination includes, but is not limited to, failure to account for money belonging to the Association, or feigning illness or injury for the purpose of defrauding the Association. A member may not be terminated except by a fair and reasonable process.

Section 6 – **ACTIVE SERVICE.** Active service is the supervision or performance of fire suppression duties. If the city has approved the employment on the Fire Department of fire prevention personnel, active service includes the supervision or performance of fire prevention duties. If the city has approved the employment on the Fire Department of volunteer emergency medical personnel and if their membership in the Association is permitted in Section 1 of this Article, active service also includes the supervision or performance of emergency medical response duties. Active service requires meeting minimum service requirements specified by the Fire Department in the Fire Department's rules, regulations, and policies.

Section 7 – **CERTIFICATION OF SERVICE CREDIT.**<sup>9</sup> Annually, by March 31, the Fire Chief must certify the service credit for the previous calendar year of each member rendering active service with the Fire Department. The certification must be made to an officer of the Association and to the city clerk or clerk-treasurer.

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<sup>8</sup> Minn. Stat. § 424A.01.

<sup>9</sup> Minn. Stat. § 424A.003.

**Section 8 – DEFINITION OF YEAR OF ACTIVE SERVICE.<sup>10</sup>**

A year of active service will be defined as 12 months of active service in the Fire Department. A “month” is a completed calendar month of active service measured from the member’s date of entry to the same date in the subsequent month. Service pensions and ancillary benefits will *not* be prorated for fractional years of service (i.e., a member only receives credit for each complete year of service).

**Section 9 – BREAK IN SERVICE.** A break in service means that a member has temporarily ceased supervising and performing fire suppression and fire prevention duties.<sup>11</sup> If a member is unable to perform the duties of a firefighter for any reason, including an approved leave of absence or suspension, the member will be considered to have a break in service and will not receive service credit in the Association for that period of time.<sup>12</sup> A firefighter may, without any break in the active service of supervising and performing fire suppression and fire prevention duties, voluntarily separate from the Hopkins Fire Department Relief Association by submitting a letter to the Fire Chief and an officer of the Association. The minimum duration of a voluntary separation from the Association shall be one year. A member who voluntarily separates from the Association may return to active status in the Association by submitting a letter to the Fire Chief and an officer of the Association and will be considered to be returning to service under Section 10 - Return to Service.

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<sup>10</sup> Minn. Stat. § 424A.02, subd. 1(a).

<sup>11</sup> Minn. Stat. § 424A.001, subd. 9a.

<sup>12</sup> Resumption service requirements do not apply to leaves of absence made available by federal statute, such as the Family Medical Leave Act and the Uniformed Services Employment and Reemployment Rights Act, and do not apply to leaves of absence made available by state statute, such as the Parental Leave Act, the Leave for Organ Donation Act, the Leave for Civil Air Patrol Service Act, the Leave for Immediate Family Members of Military Personnel Injured or Killed in Active Service Act, or the Protection of Jurors’ Employment Act. Minn. Stat. § 424A.01, subd. 6.

**Section 10 – RETURN TO SERVICE.**<sup>13</sup>

Any firefighter who has a break in service, including former members who have received payment of a service pension or disability benefit and who have waited at least 60 days following receipt of the pension or benefit, *will be eligible* to resume active membership in the Association should the firefighter resume active firefighting duties with the Fire Department. Active membership in the Association immediately resumes when a member returns to active service with the Fire Department. A member returning from a voluntary separation from the Association will be eligible to return to active membership after submitting a letter to the Fire Chief and an officer of the Association. The Fire Chief and Association will determine the date of return to active membership in the Association based on service credit certification timeframes.

If the firefighter has previously received payment of a service pension or disability benefit, the firefighter may be eligible for a second pension or benefit for the resumption period of service if the firefighter meets the vesting requirements defined in this section based on the resumption years of service. No firefighter may be paid a service pension twice for the same period of service.

A firefighter who previously received payment of a service pension or disability benefit from this Association and who completes at least 3 years of active service with the Fire Department upon a resumption of active service is fully vested and eligible for a second pension.

If the firefighter has not received payment of a service pension or disability benefit, the firefighter must complete at least 3 years of active service with the Fire Department upon a resumption of active service. If the firefighter completes the minimum period of resumption service specified in this Section prior to a subsequent cessation of firefighting duties, the firefighter will receive a service pension (if vested) for all years of active

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<sup>13</sup> Minn. Stat. § 424A.01, subd. 6.

service calculated at the benefit level in effect on the date of the firefighter's final cessation of duties. If the firefighter does not complete the minimum period of resumption service specified in this Section prior to a subsequent cessation of duties, the firefighter will receive a service pension (if vested) for all years of active service (and months, if applicable) calculated at the benefit level in effect at the time of the firefighter's *original cessation of duties*.

A firefighter who has been granted an approved leave of absence not exceeding one year by the Fire Department or by the Association is exempt from the minimum period of resumption service requirement under this Article.

A person who has a break in service not exceeding one year but who has not been granted an approved leave of absence and who has not received a service pension or disability benefit from the Association *is not subject to* the minimum period of resumption service requirement under this Article.

Section 11 – **UNIFORMED SERVICES.**<sup>14</sup> A volunteer firefighter who is absent from firefighting service because of service in the uniformed services may obtain service credit for the period of the uniformed service, not to exceed five years, unless a longer period is required by Federal law, if the volunteer firefighter returns within the time frame required by Federal law to firefighting service with coverage by this same Association or its successor upon discharge from service in the uniformed service.

Service credit will not be given if the firefighter separates from uniformed service with a dishonorable or bad conduct discharge or under other than honorable conditions.

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<sup>14</sup> Minn. Stat. § 424A.021. In some instances service other than service with the Armed Forces may qualify. See 38 U.S.C. § 4303(13) ("service in the uniformed services").

### **ARTICLE III - OFFICERS AND TRUSTEES**

Section 1 – **THE POWERS OF THE BOARD OF TRUSTEES.** The Board of Trustees (Board) is the governing board and has exclusive control of the investment of the Association’s plan assets in conformance with Federal and State law including, but not limited to, Minnesota statutes and these bylaws. The members of the Board will act as Trustees, with a fiduciary obligation to the active, deferred, and retired members of the Association, who are its beneficiaries; the taxpayers of the municipality, who help to finance the plan; and the State of Minnesota, which established the plan.<sup>15</sup>

The Board will invest and reinvest the Association’s plan assets, determine benefits, determine eligibility for membership or benefits, determine the amount or duration of benefits, determine the funding requirements or amounts of contributions, oversee the expenditure of plan assets, and select financial institutions and investment products.<sup>16</sup>

The Board will submit a written report of the financial condition of the Association to the members at the annual meeting.

The Board will develop and periodically revise a program for continuing education.<sup>17</sup> The Trustees will participate in continuing education to keep themselves abreast of their fiduciary responsibilities.

Section 2 – **MEMBERS OF THE BOARD OF TRUSTEES.** The Board consists of nine members (Trustees): six Trustees elected by the membership and three Trustees drawn from officials of the city served by the Fire Department.<sup>18</sup> Of the three municipal Trustees, one must be an elected official and one must be an elected or appointed municipal official, and both must be designated annually by the municipal governing board. The third municipal Trustee must be the

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<sup>15</sup> Minn. Stat. § 356A.04, subd. 1.

<sup>16</sup> Minn. Stat. § 356A.02, subd. 2.

<sup>17</sup> Minn. Stat. § 356A.13, subd. 2.

<sup>18</sup> Minn. Stat. § 424A.04, subd. 1.

fire chief.

A vacancy in the position of a non-municipal Trustee may be filled by the remaining Trustees at a Board meeting. The Trustee selected to fill the vacancy holds office only until the next annual or special meeting of the Association membership when a successor will be elected by the membership.

### Section 3 – **OFFICERS.**<sup>19</sup>

Section 3 – **OFFICERS.** The President, Secretary, and Treasurer will be elected from among the elected Trustees by the full Board for 2 year terms. The elections of the Trustees will be staggered. In no event will any Trustee hold more than one Officer position at any one time. In no event will any municipal Trustee hold an Officer position.

Section 4 – **PRESIDENT.** The President will attend and preside at all meetings of the Association and the Board. The President will actively manage the business of the Association. The President will enforce the due observance of the law, including Minnesota statutes, the articles of incorporation, and the bylaws of the Association. The President will ensure that the Officers properly perform the duties assigned to them and that the orders and resolutions of the Board are carried into effect. The President will sign all checks issued by the Treasurer and all other papers requiring the President's signature. The President will be a member of all committees and will exercise careful supervision over the affairs of the Association. The President will perform other duties as prescribed by the Board.

Section 5 – **SECRETARY.** The Secretary will keep and post a true and accurate record of the proceedings of all meetings of the Association and of the Board. The Secretary will keep a correct record of all amendments, alterations, and additions to the bylaws in a book separate from the minute books of the Association. The Secretary will keep individual files and a roll of membership, with the date of joining, resignation, discharge, retirement, dues, and service

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<sup>19</sup> Minn. Stat. § 424A.04, subd. 1; *see also* Minn. Stat. § 317A.305.

pensions and ancillary benefits paid. The books of the Secretary will be at all times open to the Board. The Secretary will prepare and process all correspondence as needed. The Secretary will, jointly with the Treasurer, prepare and file all reports and statements required by law, including reports to be filed with the Office of the State Auditor (OSA). The Secretary will perform other duties as prescribed by the Board.

**Section 6 – TREASURER.** The Treasurer will, together with the Secretary, keep accurate financial records of the Association. The Treasurer will receive all monies belonging to the Association and deposit them in the name of and to the credit of the Association in the banks and depositories designated by the Board. The Treasurer will keep an account book in which to enter all money transactions of the Association, including the dates and amounts of all receipts and the source from which derived and the dates and the amounts of all expenditures with the payee and the object. The Treasurer will disburse funds and issue checks and drafts in the name of the Association as ordered by the Board. The Treasurer will prepare all paperwork and obtain signatures required for benefits due. The Treasurer will keep separate and distinct accounts of the Special Fund and the General Fund, if applicable, and will prepare and present to the Board a full and detailed statement of the assets and liabilities of each fund separately, prior to the annual meeting of the Association, and upon requests of the Board.

The Treasurer will deliver to the Treasurer's successor in office, or to any committee appointed by the Board to receive the same, all monies, books, papers, etc., pertaining to the Treasurer's term in office immediately upon the expiration of the Treasurer's term in office. The Treasurer will, prior to entering upon the duties of the Treasurer's office, give a bond in an amount equal to at least ten percent of the assets of the Association; however, the amount of the bond need not exceed \$500,000.<sup>20</sup> Jointly with the Secretary, the Treasurer will prepare and file all reports and statements required by law, including reports to be filed with the Office of the State Auditor. The Treasurer will perform other duties as prescribed by the Board.

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<sup>20</sup> Minn. Stat. § 424A.014, subd. 4.

**Section 7 – COMPENSATION.**

**Section 7 – COMPENSATION.** Trustees of the Association identified in Attachment B may be paid a salary out of the Special Fund. The amount paid in salary is limited to the amount listed in Attachment B. Only after the amounts listed in Attachment B have been approved by The City Manager of The City Of Hopkins (the governing body of the entity responsible for meeting any minimum obligation) may salaries be paid to non-Officer Trustees. For all Trustees, itemized expenses eligible for reimbursement are limited to those expenses incurred as a result of fulfilling responsibilities as administrators of the Special Fund.

## **ARTICLE IV – MEETINGS OF THE MEMBERS AND OF THE BOARD**

Section 1 – **ANNUAL MEETING.**<sup>21</sup> An annual meeting of the membership of the Association will be held in January of each year, at a time and place specified by the Board.

Section 2 – **SPECIAL MEETINGS.**<sup>22</sup> A special meeting of the Association's members may be called at any time upon the written order of the President, Secretary, and one additional Trustee, or of 30 percent of the members of the Association. The Order will be filed with the Secretary.

Section 3 – **BOARD MEETINGS.**<sup>23</sup> A Trustee may call a Board meeting by giving five days' notice to all Trustees of the date, time, and place of the meeting.<sup>24</sup> The Board will meet at least 4 times during the year to discuss the investments, finances, benefits, and records of the Association. These meetings will be open to any member of the Association and to the public.

Section 4 – **NOTICE OF ANNUAL MEETING.**<sup>25</sup> Notice of each annual meeting of the Association's members will be delivered to each member entitled to vote at the meeting at least five days before the date of the meeting and not more than 60 days before the date of the meeting. Notice will contain the date, time, and place of the meeting.

Section 5 – **NOTICE OF SPECIAL MEETINGS.**<sup>26</sup> Notice of each special meeting of the Association's members will be delivered to each member entitled to vote at the meeting at least five days before the date of the meeting and not more than 60 days before the date of the meeting. Notice will contain the date, time, and place of the meeting. The Secretary will give due notice of each special meeting, specifying the object of said meeting, and no business will be transacted at any special meeting except the business for which the meeting was called.

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<sup>21</sup> Minn. Stat. § 317A.431. Your relief association may hold additional regular meetings during the year. Minn. Stat. § 317A.111, subd. 3(21).

<sup>22</sup> Minn. Stat. § 317A.433.

<sup>23</sup> Minn. Stat. §§ 13D.04; 317A.231.

<sup>24</sup> See Minn. Stat. § 317A.231.

<sup>25</sup> Minn. Stat. § 13D.04; *see also* Minn. Stat. § 317A.435.

<sup>26</sup> See Minn. Stat. §§ 317A.433; 317A.435 (additional requirements regarding notice).

Section 6 – **NOTICE OF BOARD MEETINGS.** Notice requirements of the Minnesota Open Meeting Law will be followed for all Board meetings.<sup>27</sup> A schedule of the Board’s regular meetings will be kept on file at the Board’s primary office.<sup>28</sup>

For special meetings (including any regular meeting held at a time or place different from the time or place stated in the schedule of regular meetings), the Board will post written notice of the date, time, place, and purpose of the meeting on the Board’s principal bulletin board, or if the Board has no such bulletin board, on the door of its usual meeting room. The notice will also be mailed or delivered to each person who has filed a written request for notice with the Board. The notice will be posted and mailed or delivered at least three days before the date of the meeting.<sup>29</sup>

If a meeting is a recessed or continued session of a previous meeting, and the time and place of the meeting was established during the previous meeting and recorded in the minutes of that meeting, then no further published or mailed notice is necessary.<sup>30</sup>

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<sup>27</sup> Minn. Stat. ch. 13D.

<sup>28</sup> Minn. Stat. § 13D.04, subd. 1.

<sup>29</sup> Minn. Stat. § 13D.04, subd. 2.

<sup>30</sup> Minn. Stat. § 13D.04, subd. 4.

**Section 7 – QUORUM FOR ANNUAL AND SPECIAL MEETINGS.**<sup>31</sup>

A majority of the members of the Association will constitute a quorum for the transaction of business at the annual or any special meeting of the Association.

**Section 8 – QUORUM FOR BOARD MEETINGS.**<sup>32</sup>

A majority of the Trustees will constitute a quorum for the transaction of business at the meetings of the Board.

**Section 9 – VOTING AT ANNUAL AND SPECIAL MEETINGS.**<sup>33</sup> Members of the Association are entitled to one vote. Voting by proxy is not permitted. All votes, unless specified prior to the vote, will be conducted by a voice vote. If a majority cannot be determined by voice vote, the Officer in charge of the vote will ask for a vote by roll call or by ballot.

**Section 10 – VOTING AT BOARD MEETINGS.**<sup>34</sup> The Board has a responsibility to vote on the investment and reinvestment of Association assets, the determination of benefits, the determination of eligibility for membership or benefits, the determination of the amount or duration of benefits, the determination of funding requirements or the amounts of contributions, the maintenance of membership and financial records, the expenditure of Association assets, the selection of financial institutions and investment products, and on any other matter related to the business or affairs of the Association. Trustees are entitled to one vote and each has equal rights. Voting by proxy is not permitted. All votes, unless specified prior to the vote, will be conducted by a voice vote. If a majority cannot be determined by voice vote, the Officer in charge of the vote will ask for a vote by roll call or by ballot.

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<sup>31</sup> Minn. Stat. §§ 317A.235; 317A.451.

<sup>32</sup> Minn. Stat. § 317A.235.

<sup>33</sup> Minn. Stat. §§ 317A.181, subd. 2; 317A.441; 317A.443.

<sup>34</sup> Minn. Stat. §§ 317A.201; 356A.02, subd. 2.

Section 11 – **ORDER OF BUSINESS.** The annual meeting of the members of the Association will be conducted in the following order:

1. Call to order
2. Roll call
3. Reading and approval of minutes of previous meeting
4. Secretary's report
5. Treasurer's report
6. Committee reports
7. Unfinished business
8. New business
9. Adjournment

## **ARTICLE V - APPLICATION FOR PENSIONS AND BENEFITS**

Section 1 – **NOTICE OF INTENT TO TAKE DISTRIBUTION.** Each member who intends to take distribution of a service pension, including a deferred service pension, from the Association must file a Notice of Intent to Take Distribution. Such Notice of Intent to Take Distribution will be in writing, and will be filed with the Treasurer not less than 90 days prior to the intended date of distribution. Upon receipt of the Notice of Intent to Take Distribution, the Treasurer will provide to the applicant an Application for Distribution and any forms or notices required by Federal or State law. No Notice of Intent to Take Distribution is required for ancillary benefits.

Section 2 – **PROCESS.** Each person who intends to take distribution of a service pension, including a deferred service pension, or an ancillary benefit from the Association must file an Application for Distribution. The Treasurer will provide to the applicant the Application for Distribution and any forms or notices required by Federal or State law. All Applications for Distribution will be submitted to the Board for approval at a Board meeting. Applications for Distribution will state the age of the member, the period of service, the date of separation from active service with the Fire Department, and any other information the Board may require. No service pension, including any deferred service pension, or ancillary benefit will be paid until the Application for Distribution has been approved by a majority vote of the Board.

Section 3 – **GOVERNING BENEFIT PLAN PROVISIONS.**<sup>35</sup> All service pensions, deferred service pensions, and ancillary benefits payable by the Association are governed by and must be calculated based on the State law, the Association bylaw provisions, and the Association articles of incorporation that are in effect on the date that the member separates from active service with the Fire Department and active membership in the Association, except that if a member has a break in service at the end of the member's firefighting career and does not resume active service before separating, the member's service pension, deferred service pension, or ancillary benefit must be calculated using the State law, bylaw provisions, and articles of incorporation that are in effect on the date on which the member began the break in service.

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<sup>35</sup> Minn. Stat. § 424A.015, subd. 6

## ARTICLE VI - SERVICE PENSIONS

Section 1 – **LUMP-SUM SERVICE PENSIONS.** Upon the member's meeting the requirements in Section 2 of this Article and following the submission and approval of an Application for Distribution, the Association will pay the member out of the Special Fund the benefit level for each year that the member served as an active member of the Fire Department. The benefit level amounts can be found in Attachment A. A reduced service pension may be paid according to the partial vesting schedule contained in this Article.

Section 2 – **ELIGIBILITY.**<sup>36</sup> To receive a service pension, a member must meet all of the following requirements:

1. Have separated from active service with the Fire Department;
2. Be at least 50 years of age;
3. Be **partially vested** by having completed at least 5 years of active service with the Fire Department, or be **fully vested** by having completed at least 20 years of active service with the Fire Department; and
4. Be **partially vested** by having completed at least 5 years of active membership with the Association, or be **fully vested** by having completed at least 20 years of active membership with the Association.

Section 3 – **DEFERRED STATUS.** A member who has otherwise met the eligibility requirements defined in Section 2 of this Article but who has not yet reached the age of eligibility specified in Section 2 may not collect a service pension at the time of separation from active service. The member will be placed on deferred status and be entitled to receive the service pension upon reaching the age of eligibility specified in Section 2 and following submission and approval of an Application for Distribution.

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<sup>36</sup> Minn. Stat. § 424A.02, subd. 1.

A member who has met the eligibility requirements defined in Section 2 of this Article and who has reached the age of eligibility in Section 2, but who chooses not to immediately submit an Application for Distribution following the member's separation from active service will be placed on deferred status and be entitled to receive the service pension following submission and approval of the Application for Distribution.

**Section 4 – PARTIAL VESTING SCHEDULE:<sup>37</sup>**

Completed Years of Service:                      Nonforfeitable percentage of pension amount:

5	40%
6	44%
7	48%
8	52%
9	56%
10	60%
11	64%
12	68%
13	72%
14	76%
15	80%
16	84%
17	88%
18	92%
19	96%
20 and thereafter	100%

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<sup>37</sup> Minn. Stat. § 424A.02, subd. 2.

**Section 5 – PAYMENT OPTIONS.**

**Section 5 – PAYMENT OPTIONS.** The retiring member may elect, by making a written request, the manner of payment of the service pension. Options include:

- (a) A single lump-sum payment payable to the retiring member (subject to current income tax withholding requirements).
- (b) A direct transfer on an institution-by-institution basis of the retiring member's lump-sum payment to the member's individual retirement account (IRA).<sup>38</sup>
- (c) A direct transfer on an institution-by-institution basis of the retiring member's lump-sum payment to the member's individual Minnesota deferred compensation plan.<sup>39</sup>

**Section 6 – SUPPLEMENTAL BENEFIT.**<sup>40</sup> A supplemental benefit will be paid out of the Special Fund to individuals who receive a lump-sum distribution of a service pension. The amount of the supplemental benefit to be paid is ten percent of the regular pre-tax lump-sum distribution, excluding any interest that may have been credited during the period of deferral, but not to exceed \$1,000.

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<sup>38</sup> Minn. Stat. § 424A.015, subd. 4 (Your relief association must be “a qualified pension plan under Section 401(a) of the Internal Revenue Code, as amended....”); IRC § 408(a).

<sup>39</sup> Minn. Stat. § 424A.015, subd. 5.

<sup>40</sup> Minn. Stat. § 424A.10.

## ARTICLE VII – DEFERRED INTEREST

### Section 1 – DEFERRED INTEREST TYPE.<sup>41</sup>

~~Section 1 — **DEFERRED INTEREST TYPE.** Interest will be credited on partially-vested and fully-vested deferred lump-sum service pensions during the period of deferral. The rate of interest will be equal to the actual rate earned on the Special Fund up to the maximum interest credit level in effect during that period. In calendar years where the Special Fund return is negative, the interest credit will be zero. Interest will be credited annually based on the actual performance of the fund for the previous calendar year. The determination of actual performance and the credit of interest to the deferred pension amount will be completed at the onset of the annual audit. The annually compounded interest will be added to any deferred pension payment request made beginning January 1 of the calendar year through completion of the annual audit process. An Application for Payment with a completion date before the onset of the annual audit will not be able to receive interest for the prior year.~~

~~The maximum rate of interest, up to five percent, compounded annually, will be established by the Board and ratified by the City Council. The interest rate established by the Board is listed in Attachment C. Interest is credited beginning on the January 1 next following the date on which the rate was ratified. No interest may be credited until after the interest rate has been ratified by the City Council. The interest rate cap remains in effect until the Board establishes a different rate and the new rate is ratified by the City Council.~~

No interest will be credited during the period of deferral on a deferred lump-sum service pension.

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<sup>41</sup> Minn. Stat. § 424A.02, subd. 7.

## ARTICLE VIII - ANCILLARY BENEFITS

### Section 1 – **SURVIVOR BENEFIT.**<sup>42</sup>

Section 1 – **SURVIVOR BENEFIT.** Upon the death of a member of the Association and following the submission and approval of an Application for Distribution, a survivor benefit will be paid out of the Special Fund to the member's surviving spouse; if there is no surviving spouse, to the member's surviving children; if there is no surviving spouse and there are no surviving children, to the member's designated beneficiary. If no beneficiary has been designated and if the deceased member was active or deferred, the survivor benefit will be paid as a death benefit to the estate of the deceased member.

If there are no surviving children, the member's surviving spouse may waive, in writing, wholly or partially, the spouse's entitlement to a survivor benefit, so that the survivor benefit may be paid directly to the member's designated beneficiary.

A trust created under Chapter 501B may be a designated beneficiary if the survivor benefit will be distributed as a one-time lump-sum payment. If a trust was created and is payable to the surviving children and there is no surviving spouse, the survivor benefit will be paid to the trust.

For *active* members, a survivor benefit equal to the benefit level for each year that the member served as an active firefighter in the Fire Department, without regard to minimum or partial vesting requirements, but in no case less than five times the benefit level in effect on the date of the death, will be paid if, upon death, the member had not yet separated from active service. The benefit level can be found in Attachment A.

If a member had a break in service at the end of the member's firefighting career and did not resume active service before the member's death, the survivor benefit must be

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<sup>42</sup> Minn. Stat. § 424A.02, subd. 9.

calculated using the State law, bylaw provisions, and articles of incorporation that are in effect on the date on which the member began the break in service.

The survivor benefit described above for active members will be paid on behalf of a deceased deferred member in lieu of payment of the deceased member's deferred service pension.

A survivor benefit equal to a deceased deferred member's deferred service pension will be paid on behalf of the deceased deferred member. The survivor benefit amount may not exceed the total earned service pension of the deceased deferred member.

Section 2 – **SUPPLEMENTAL SURVIVOR BENEFIT.**<sup>43</sup> A supplemental survivor benefit will be paid out of the Special Fund when a lump-sum survivor benefit is paid. The amount of the supplemental survivor benefit to be paid is 20 percent of the survivor benefit, but not to exceed \$2,000.

Section 3 – **NO ADDITIONAL FINANCIAL RELIEF.** Except for the relief expressly identified for survivors in these bylaws, a member or former member's surviving spouse, child or children, designated beneficiary, and/or estate are not entitled to any other or further relief or benefits from the Association.

Section 4 – **DISABILITY BENEFIT.**<sup>44</sup>

Section 4 – **DISABILITY BENEFIT.** Permanent disability benefits may be paid to permanently disabled members of the Association out of the Special Fund following the submission and approval of an Application for Distribution.

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<sup>43</sup> Minn. Stat. § 424A.10.

<sup>44</sup> Minn. Stat. §§ 424A.02, subd. 9; 424A.05, subd. 3. Your relief association should consult an attorney for assistance in defining what it means to be temporarily or permanently disabled.

If a member had a break in service at the end of the member's firefighting career and did not resume active service before the member's separation from active service, the disability benefit must be calculated using the State law, bylaw provisions, and articles of incorporation that are in effect on the date on which the member began the break in service.

For *active* members, a permanent disability benefit equal to the benefit level for each year that the member served as an active firefighter in the Fire Department, without regard to minimum or partial vesting requirements, will be paid if, upon the date of permanent disability, the member has not yet separated from active service. The benefit level can be found in Attachment A. The years of service must be determined as of the date of disability. The member is eligible to receive the disability benefit immediately upon approval by the Board.

Payment of a permanent disability benefit to a deferred member is not authorized.

Temporary disability benefits are not provided by this Association.

#### Section 5 – **DISABILITY BENEFIT QUALIFICATION.**

A member who is permanently disabled from being an active member in the Fire Department may be eligible for a disability benefit in lieu of retirement. Upon approval of the Board of Trustees pursuant to this section the disability benefits will apply. A member who is permanently disabled while performing duties as a member of the Fire Department shall be eligible to collect a disability benefit in the amount equal to the members full years of active service on the Fire Department multiplied by the yearly lump sum service pension rate as specified in Article VI. The member shall be eligible to receive the disability benefit thirty (30) days after the approval of the Board of Trustees.

(a) Any such disability benefit paid in accordance with this election shall be in lieu of all rights to further service pension and survivor's benefits.

(b) Disability Defined: Disability is defined as the inability to engage in the performance of the members duties as a firefighter by reason of physiological or psychological impairment that is certified by a physician or chiropractor acceptable to the Board of Trustees. This disability can be expected to permanently prevent the member from performing the member's duties on the Fire Department or can be expected to result in the death of the member.

(c) Reports required. No member shall be paid disability benefits except upon the written report of a physician or chiropractor of the member's choice. This report shall set disability, disease or injury of the member. Each report shall be filed with the Association.

(d) Procedure. All applications for disability benefits shall be made within six (6) months after such applicant has ceased to be an active member of the Fire Department. Written application shall be made out to the Board of Trustees setting out the nature and cause of the disability. This application shall be under oath by the member or the member's immediate family. The application shall be tabled until the next meeting so that a physician or chiropractor of the member's choice may examine the applicant. The physician or chiropractor shall submit a written opinion concerning the diagnosis and prognosis of the applicant's disability and its probable duration of permanence. The Board of Trustees has discretion to request that another doctor, selected by the Board of Trustees, examine the applicant. Final determination of disability will be based on the reports of at least one doctor and by a two-third (2/3)-majority vote of a quorum of the Board of trustees present at a subsequent trustees meeting.

(e) An applicant shall not be considered under a disability unless the member furnishes adequate proof thereof. An applicant's statement as to pain or other symptoms will not alone be conclusive evidence of a disability as defined in this section.

(f) Grievance Procedure. If the applicant for disability benefits feels that the member has been aggrieved by action of the Board of Trustees, the member

shall, within sixty (60) days from notice of such action of the Board of Trustees, file written objections and reasons allowed to appeal the determination pursuant.

(g) A member who is injured or disabled while engaging in activity that is outside of the members duties performed as a firefighter for benefit equal to the members full years of pension in Article 14.

#### Section 6 – PAYMENT OPTIONS.

Section 6 – PAYMENT OPTIONS. The recipient of an ancillary benefit may elect, by making a written request, the manner of payment of the ancillary benefit. Options include:

- (a) A single lump-sum payment payable to the intended recipient (subject to current income tax withholding requirements).
- (b) A direct transfer on an institution-by-institution basis of the lump-sum survivor benefit to the *active* member’s surviving spouse’s individual retirement account (IRA).<sup>45</sup> (This option is available to certain recipients of a survivor benefit.)

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<sup>45</sup> Minn. Stat. § 424A.015, subd. 4 (Your relief association must be “a qualified pension plan under Section 401(a) of the Internal Revenue Code, as amended....”); IRC § 408(a).

## ARTICLE IX - FUNDS

### Section 1 – **FUNDS.**<sup>46</sup>

Section 1 – **FUNDS.** The Association will establish and maintain a Special Fund and a General Fund.<sup>47</sup>

Section 2 – **SPECIAL FUND.**<sup>48</sup> All public funds, such as fire state aid, supplemental state aid, municipal contributions, and supplemental benefit reimbursements, received by the Association will be deposited in the Special Fund. Disbursements from the Special Fund will not be made for any purpose except as authorized by Minn. Stat. § 424A.05.

The Treasurer is the custodian of the assets of the Special Fund and the recipient on behalf of the Special Fund of all revenues payable to it. The Treasurer will maintain adequate records documenting all transactions involving the financial activities of the Special Fund.

Checks or authorizations for electronic fund transfers for disbursement of Special Fund assets must be signed by the Association Treasurer and at least one other elected Association Trustee who has been designated by the Board to sign the checks or authorizations. The Association may only make disbursements by electronic fund transfers if the specific method of payment and internal control policies and procedures regarding the method are approved by the Board.<sup>49</sup>

Section 3 – **GENERAL FUND.**<sup>50</sup> Money received from any nonpublic source, such as fundraising activities and donations, will be deposited into the General Fund. Funds may be disbursed by the Board for any purpose authorized by the articles of incorporation or by these

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<sup>46</sup> Charitable Gambling funds are outside the scope of this sample bylaw guide.

<sup>47</sup> Minn. Stat. § 424A.06.

<sup>48</sup> Minn. Stat. § 424A.05.

<sup>49</sup> Minn. Stat. § 424A.05, subd. 3.

<sup>50</sup> Minn. Stat. § 424A.06.

bylaws. Such purposes include donations, fundraisers, Annual Party expenses, flowers, activities or purchases benefiting the membership. All Association expenses not specifically authorized by State statute to be paid out of the Special Fund must be paid out of the General Fund.

The Treasurer is the custodian of the assets of the General Fund and the recipient on behalf of the General Fund of all revenues payable to it. The Treasurer will maintain adequate records documenting any transactions involving the financial activities of the General Fund.

Section 4 – **NONASSIGNABILITY OF BENEFITS.**<sup>51</sup> Benefits paid or payable from the Special Fund are not subject to garnishment, judgment, execution, or other legal process, except as provided in Minn. Stat. §§ 518.58; 518.581; or 518A.53. Benefits paid or payable may not be assigned for any purpose.

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<sup>51</sup> Minn. Stat. § 424A.015, subd. 2.

## ARTICLE X - INVESTMENTS

Section 1 – **STANDARD OF FIDUCIARY CONDUCT.**<sup>52</sup> Trustees owe a fiduciary duty to the active, deferred, and retired members of the Association, who are plan beneficiaries; to the taxpayers of the municipality, who help finance the plan; and to the State of Minnesota, which established the plan. The Trustees will act in good faith and exercise that degree of judgment and care, under circumstances then prevailing, that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, considering the probable safety of plan capital as well as the probable investment return to be derived from the assets.

Section 2 – **INVESTMENT POLICY.** The Board will approve an investment policy, and will investigate and prepare for the safe and profitable investment of Association funds in conformance with State statutes and the Association’s investment policy. The Board may hire investment professionals to act for or on its behalf. The Special Fund assets will be invested only in securities that are authorized by Minn. Stat. §§ 356A.06, subd. 6; 356A.06, subd. 7 (if the Association qualifies to use the expanded list); and 424A.095.<sup>53</sup> The Board will have on file a copy of the investment policy of the Association. The Board will file a copy of the Association’s investment policy, and all changes to the policy, with the Office of the State Auditor.<sup>54</sup>

Section 3 – **BROKER CERTIFICATION.**<sup>55</sup> The Association will provide annually to its broker a written statement of investment restrictions from the applicable State laws and from the Association’s investment policy. Annually, before the Association enters into or continues business with the broker, the broker must submit to the Association a signed Broker Certification, using the form prepared by the Office of the State Auditor.

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<sup>52</sup> Minn. Stat. § 356A.04.

<sup>53</sup> Minn. Stat. § 424A.05, subd. 4.

<sup>54</sup> Minn. Stat. § 356.219, subd. 3(a).

<sup>55</sup> Minn. Stat. § 356A.06, subd. 8b.

## **ARTICLE XI – UNCLAIMED BENEFITS**

Section 1 – **UNCLAIMED BENEFITS.**<sup>56</sup> In the event that the Association is unable with reasonable effort to locate a member or a survivor of a member entitled to payment or distribution under these bylaws or by State law, the benefit distributable to such member or survivor of such member will be forfeited and will be credited to the Special Fund. Efforts to locate a member or survivor must be documented. Forfeiture will occur no earlier than thirty-six (36) months after the Board concludes the Association was unable to locate such member or survivor despite reasonable efforts to locate them.

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<sup>56</sup> If an Association's bylaws do not address the disposition of unclaimed benefits, unclaimed benefits must be handled as set forth in Minn. Stat. § 356.65.

**ARTICLE XII – AMENDMENTS, CONSOLIDATION, AND  
DISSOLUTION**

Section 1 – **AMENDMENTS.**<sup>57</sup> These bylaws may be amended when necessary by a majority of the members of the Board. Proposed amendments will be submitted to the Secretary to be posted with regular Board announcements.

Amendments to these bylaws which affect the amount of, the manner of payment of, or the conditions for qualification for service pensions, deferred service pensions, or ancillary benefits are not effective until they have been ratified by the City Council.<sup>58</sup>

The Association will file a revised copy of these bylaws with the Office of the State Auditor upon the adoption of any amendments.<sup>59</sup>

Section 2 – **CONSOLIDATION.** A consolidation of the Association with one or more volunteer fire relief associations will be initiated pursuant to Minn. Stat. § 424B.02, subds. 1 and 2, and will comply with the process set forth in and the requirements of Chapter 424B.

Section 3 – **DISSOLUTION.** Prior to dissolution of the Association, all legal obligations of the Association other than service pensions and benefits must be settled under Minn. Stat. § 424B.2, subd. 3, a benefit trust must be established under subdivision 4, and the affairs of the Association must be concluded under subdivision 5.<sup>60</sup>

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<sup>57</sup> Minn. Stat. § 317A.181.

<sup>58</sup> In certain circumstances, bylaw amendments which affect service pensions, deferred service pensions, or ancillary benefits do not require City ratification to become effective. *See* Minn. Stat. § 424A.02, subd. 10.

<sup>59</sup> Minn. Stat. § 424A.02, subd. 10.

<sup>60</sup> Minn. Stat. § 424B.20, subd. 2.

**BYLAWS**

These bylaws are hereby adopted and approved by the members of the Hopkins Fire Relief Association on this 19<sup>th</sup> day of October, 20 22.

Paul G. Fennell

President

date: 10/19/22

[Signature]

Secretary

date: 10/19/22

[Signature]

Treasurer

date: 10/19/22

**AMENDMENTS**

These amendments to the bylaws are hereby adopted and approved by the members of the Hopkins Fire Department Relief Association on this 12<sup>th</sup> day of October, 2023.



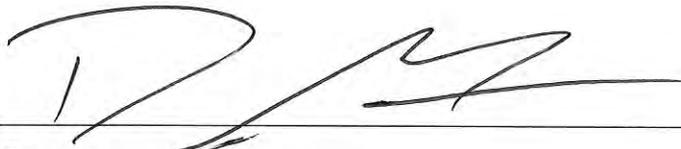
date: 10/13/23

President



date: 10/17/23

Secretary



date: 10/17/23

Treasurer



**ATTACHMENT B – COMPENSATION****TRUSTEE****SALARY**

President (Officer) \_\_\_\_\_ \$1,000 \_\_\_\_\_

Vice President (Officer) \_\_\_\_\_ \$1,000 \_\_\_\_\_

Secretary (Officer) \_\_\_\_\_ \$1,000 \_\_\_\_\_

Treasurer (Officer) \_\_\_\_\_ \$2,000 \_\_\_\_\_

Trustee #5 \_\_\_\_\_ \$1,000 \_\_\_\_\_

Trustee #6 \_\_\_\_\_ \$1,000 \_\_\_\_\_





Finance Department

CITY OF HOPKINS

## City Council Report 2023-136

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

From: Nicholas Bishop, Finance Director

Date: December 5, 2023

Subject: Ratify Checks Issued in November 2023

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### **RECOMMENDED ACTION**

**MOTION TO** Ratify Checks issued between November 1, 2023 and November 30, 2023 with numbers 132720 thru 133129 for total distribution of \$1,591,862.57.

### **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.

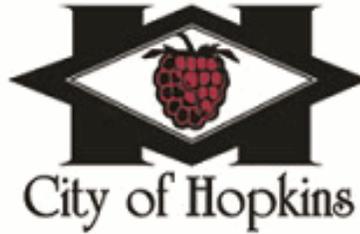
### **SUPPORTING INFORMATION**

- Check Register

# Accounts Payable

## Checks by Date - Summary by Check Date

User: cdahlstrom@hopkinsmn.com  
Printed: 11/30/2023 10:37 AM



1010 First Street South  
Hopkins, MN 55343

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

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
132720	31331	ACME ELECTRIC MOTOR INC	11/02/2023	0.00	1,226.99
132721	28422	ADVANCED IMAGING SOLUTIONS	11/02/2023	0.00	1,129.42
132722	29578	ALDEN POOL & MUNICIPAL SUPPLY C	11/02/2023	0.00	6,953.15
132723	01521	ANCHOR PAPER COMPANY	11/02/2023	0.00	708.68
132724	28600	APPLE VALLEY FORD LINCOLN	11/02/2023	0.00	602.15
132725	01728	ASTLEFORD INTERNATL & ISUZU	11/02/2023	0.00	34.52
132726	30899	BAUERS MINNOCO	11/02/2023	0.00	56.47
132727	14571	BLUE TARP FINANCIAL INC	11/02/2023	0.00	111.98
132728	02563	BOLTON & MENK, INC	11/02/2023	0.00	91,082.90
132729	31591	MICHAEL BORG	11/02/2023	0.00	140.00
132730	27822	BRADS PRO AUDIO	11/02/2023	0.00	550.00
132731	26976	BUCKEYE INTERNATIONAL INC	11/02/2023	0.00	46.62
132732	31410	CARLSON PRINTING COMPANY	11/02/2023	0.00	4,247.44
132733	03160	CENTERPOINT ENERGY MINNEGASCO	11/02/2023	0.00	26.86
132734	30127	CINTAS CORPORATION NO. 2	11/02/2023	0.00	156.15
132735	31158	CLARK COMPANIES INCORPORATED	11/02/2023	0.00	1,017.00
132736	26951	COMCAST	11/02/2023	0.00	286.85
132737	31594	ANNA DAPPER	11/02/2023	0.00	3,694.32
132738	30064	DOOR SERVICE COMPANY	11/02/2023	0.00	18,281.00
132739	01523	EARL F. ANDERSEN, INC	11/02/2023	0.00	304.20
132740	28898	ECM PUBLISHERS INC	11/02/2023	0.00	179.20
132741	05453	ELECTRIC PUMP INC	11/02/2023	0.00	4,176.75
132742	27569	EMERGENCY AUTOMOTIVE TECHNO	11/02/2023	0.00	3,300.00
132743	29070	ENGAGE PRINT INC	11/02/2023	0.00	390.00
132744	05524	ENTENMANN-ROVIN CO	11/02/2023	0.00	142.25
132745	29661	ESS BROTHERS & SONS	11/02/2023	0.00	1,611.60
132746	29491	FERGUSON WATERWORKS #2518	11/02/2023	0.00	4,358.31
132747	30555	MARGARET GONGOLL	11/02/2023	0.00	405.00
132748	29377	GRAINGER, INC	11/02/2023	0.00	2,970.30
132749	29745	GRAYBAR ELECTRIC COMPANY, INC.	11/02/2023	0.00	4,976.32
132750	29818	HIAWATHA TREE SERVICE INC.	11/02/2023	0.00	2,250.00
132751	31592	INFINITE HEALTH COLLABORATIVE I	11/02/2023	0.00	175.00
132752	10006	J & F REDDY RENTS	11/02/2023	0.00	89.60
132753	11161	KENNEDY & GRAVEN, CHARTERED	11/02/2023	0.00	5,197.30
132754	11327	KILLMER ELECTRIC CO INC	11/02/2023	0.00	3,362.76
132755	31596	LAWREMAR INC	11/02/2023	0.00	11,965.00
132756	12328	LITTLE FALLS MACHINE INC	11/02/2023	0.00	1,549.80
132757	30145	ZACH LUNDBERG	11/02/2023	0.00	850.00
132758	13012	MACQUEEN EQUIPMENT INC	11/02/2023	0.00	3,538.03
132759	31505	MARTIN MARIETTA MATERIALS INC	11/02/2023	0.00	2,871.04
132760	13275	MICRO CENTER	11/02/2023	0.00	115.96
132761	13251	MINNEAPOLIS SAW INC	11/02/2023	0.00	1,522.42
132762	31017	MIRACLE RECREATION EQUIPMENT C	11/02/2023	0.00	1,898.64
132763	13412	MN TROPHIES	11/02/2023	0.00	286.56
132764	29939	MOBOTREX, INC.	11/02/2023	0.00	11,164.00
132765	29463	NORTH HILL PARTNERS	11/02/2023	0.00	6,035.00
132766	16166	PETTY CASH	11/02/2023	0.00	34.97

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
132767	29331	POSTMASTER	11/02/2023	0.00	300.00
132768	28862	PRAIRIE LAWN AND GARDEN INC	11/02/2023	0.00	24.99
132769	30199	PULSE ELECTRIC	11/02/2023	0.00	4,427.00
132770	18327	REINDERS INC	11/02/2023	0.00	1,307.32
132771	31120	REPUBLIC SERVICES INC	11/02/2023	0.00	150.00
132772	19520	SNAP PRINT INC	11/02/2023	0.00	85.08
132773	19567	SOUTHWEST SUB CABLE COMM	11/02/2023	0.00	2,685.00
132774	28590	ST CLOUD STATE UNIV	11/02/2023	0.00	510.00
132775	30091	RAY STAFFORD	11/02/2023	0.00	480.00
132776	19777	STREICHERS	11/02/2023	0.00	4,000.21
132777	31595	THE WAILIN' JENNYS INC	11/02/2023	0.00	20,000.00
132778	20892	TWIN CITY HARDWARE INC	11/02/2023	0.00	367.00
132779	27981	ULINE INC	11/02/2023	0.00	718.09
132780	29466	VERIZON WIRELESS	11/02/2023	0.00	1,196.84
132781	29473	VERIZON WIRELESS	11/02/2023	0.00	425.56
132782	29475	VERIZON WIRELESS	11/02/2023	0.00	105.03
132783	22321	VIKING ELECTRIC SUPPLY INC	11/02/2023	0.00	94.58
132784	31552	WAUSAU EQUIPMENT COMPANY LLC	11/02/2023	0.00	860.30
132785	31593	WEST AIR INC	11/02/2023	VOID	1,076.59
132786	23325	WILSONS NURSERY	11/02/2023	0.00	40,657.00
132787	25080	XCEL ENERGY	11/02/2023	0.00	69.38
132788	25080	XCEL ENERGY	11/02/2023	0.00	28.44
132789	25080	XCEL ENERGY	11/02/2023	0.00	100.84
Total for 11/2/2023:				1,076.59	284,665.17
11082023	29950	CREDIT CARD - WELLS FARGO	11/08/2023	0.00	45,595.72
Total for 11/8/2023:				0.00	45,595.72
132792	31402	AARDVARK	11/09/2023	0.00	12,415.00
132793	28422	ADVANCED IMAGING SOLUTIONS	11/09/2023	0.00	3,200.12
132794	28600	APPLE VALLEY FORD LINCOLN	11/09/2023	0.00	511.06
132795	01737	ASPEN MILLS	11/09/2023	0.00	39.00
132796	30611	BAYCOM INC	11/09/2023	0.00	3,460.00
132797	27782	BOUND TREE MEDICAL LLC	11/09/2023	0.00	336.35
132798	31597	CINDY CAMPBELL	11/09/2023	0.00	40.00
132799	28981	CHESTNUT CAMBRONNE PA	11/09/2023	0.00	16,357.66
132800	31445	CITY OF BROOKLYN PARK	11/09/2023	0.00	167.89
132801	03331	CITY OF ST LOUIS PARK	11/09/2023	0.00	128.48
132802	26951	COMCAST	11/09/2023	0.00	14.98
132803	26951	COMCAST	11/09/2023	0.00	69.95
132804	26951	COMCAST	11/09/2023	0.00	10.70
132805	31281	CONFLUENCE INC	11/09/2023	0.00	6,782.25
132806	31412	CONWAY SHIELD INC	11/09/2023	0.00	405.00
132807	03800	CULLIGAN - METRO	11/09/2023	0.00	90.00
132808	28747	CULLIGAN BOTTLED WATER CO	11/09/2023	0.00	207.00
132809	28893	DATA PRACTICES OFFICE	11/09/2023	0.00	750.00
132810	28898	ECM PUBLISHERS INC	11/09/2023	0.00	64.00
132811	31599	EDUCATIONAL OUTFITTERS	11/09/2023	0.00	456.69
132812	30431	EHLERS INVESTMENT PARTNERS LLC	11/09/2023	0.00	2,109.67
132813	30431	EHLERS INVESTMENT PARTNERS LLC	11/09/2023	0.00	2,361.44
132814	30431	EHLERS INVESTMENT PARTNERS LLC	11/09/2023	0.00	2,371.09
132815	30431	EHLERS INVESTMENT PARTNERS LLC	11/09/2023	0.00	2,303.51
132816	29006	ENTERPRISE FLEET MANAGEMENT	11/09/2023	0.00	3,894.87
132817	06008	FASTENAL CO	11/09/2023	0.00	448.78
132818	31468	ABBY FINIS	11/09/2023	0.00	261.30

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132819	06567	FORCE AMERICA	11/09/2023	0.00	220.00
132820	06567	FORCE AMERICA	11/09/2023	0.00	42.29
132821	06581	FOREST LAKE SPORTSMENS CLUB	11/09/2023	0.00	720.00
132822	07563	GOODIN COMPANY	11/09/2023	0.00	19.29
132823	07564	GOPHER STATE ONE-CALL, INC	11/09/2023	0.00	508.95
132824	29377	GRAINGER, INC	11/09/2023	0.00	1,169.88
132825	31143	SARA HALPERN	11/09/2023	0.00	435.00
132826	08004	HANCE HARDWARE, INC	11/09/2023	0.00	865.62
132827	31456	ERICA HEINRICHS	11/09/2023	0.00	30.00
132828	08166	HENNEPIN CTY TREASURER	11/09/2023	0.00	269.90
132829	08223	HENNEPIN CTY TREASURER	11/09/2023	0.00	12,514.48
132830	27454	HENNEPIN CTY TREASURER	11/09/2023	0.00	7,940.61
132831	29818	HIAWATHA TREE SERVICE INC.	11/09/2023	0.00	4,232.48
132832	31342	HI-LINE ELECTRIC COMPANY INC	11/09/2023	0.00	221.45
132833	08576	HOPKINS F.D. RELIEF ASSOC	11/09/2023	0.00	810.00
132834	08576	HOPKINS F.D. RELIEF ASSOC	11/09/2023	0.00	90.00
132835	30941	HOPKINS POLICE CRIME FUND	11/09/2023	0.00	154.80
132836	09578	INNOVATIVE OFFICE SOLUTIONS LLC	11/09/2023	0.00	1,118.21
132837	28537	IS LAX LLC	11/09/2023	0.00	1,995.00
132838	09002	I-STATE TRUCK CENTER	11/09/2023	0.00	27.06
132839	30269	JANELLE JASPERS JONES	11/09/2023	0.00	520.00
132840	10585	JOHNSTONE SUPPLY	11/09/2023	0.00	41.55
132841	29249	JR'S ADVANCED RECYCLERS	11/09/2023	0.00	255.00
132842	31212	EMILY KEARNS	11/09/2023	0.00	500.00
132843	29529	LEXISNEXIS RISK SOLUTIONS	11/09/2023	0.00	96.61
132844	27718	LOCAL 49 TRAINING CENTER	11/09/2023	0.00	4,500.00
132845	13012	MACQUEEN EQUIPMENT INC	11/09/2023	0.00	7,827.59
132846	31257	SCOTT ANDREWS MARKS	11/09/2023	0.00	1,305.00
132847	31305	MARY MCCALLUM	11/09/2023	0.00	360.00
132848	13182	METROPOLITAN AREA MANAGERS A	11/09/2023	0.00	25.00
132849	13179	METROPOLITAN COUNCIL	11/09/2023	0.00	145,973.17
132850	30363	MINNEAPOLIS OXYGEN COMPANY	11/09/2023	0.00	185.20
132851	13251	MINNEAPOLIS SAW INC	11/09/2023	0.00	466.03
132852	27435	MINUTEMAN PRESS	11/09/2023	0.00	141.76
132853	09085	MISSION SQUARE - ROTH IRA - 70626	11/09/2023	0.00	986.40
132854	13354	MN BENEFIT ASSOCIATION	11/09/2023	0.00	84.18
132855	30300	NORDIC SOLAR HOLDCO LLC	11/09/2023	0.00	4,921.71
132856	15521	ON SITE COMPANIES	11/09/2023	0.00	1,670.00
132857	31306	TERRI OSLAND	11/09/2023	0.00	480.00
132858	16566	POMPS TIRE SERVICE INC	11/09/2023	0.00	6,123.93
132859	16687	PRO-TEC DESIGN INC	11/09/2023	0.00	3,148.00
132860	16801	PUMP & METER SERVICE, INC	11/09/2023	0.00	120.00
132861	17806	QWEST CORP	11/09/2023	0.00	62.08
132862	17806	QWEST CORP	11/09/2023	0.00	198.00
132863	18121	RDO EQUIPMENT CO.	11/09/2023	0.00	513.37
132864	30955	READY WATT ELECTRIC	11/09/2023	0.00	1,175.00
132865	31120	REPUBLIC SERVICES INC	11/09/2023	0.00	32,434.01
132866	08568	RESOURCE WEST	11/09/2023	0.00	1,000.00
132867	09084	MISSION SQUARE RETIREMENT TRUS	11/09/2023	0.00	2,726.64
132868	19012	SAFETY SIGNS	11/09/2023	0.00	1,588.45
132869	19085	SCHINDLER ELEVATOR CORP	11/09/2023	0.00	428.10
132870	28309	SCOTT COUNTY TREASURER	11/09/2023	0.00	500.00
132871	19290	SHADYWOOD TREE EXPERTS, INC	11/09/2023	0.00	9,024.80
132872	29272	SIR LINES-A-LOT	11/09/2023	0.00	737.59
132873	19520	SNAP PRINT INC	11/09/2023	0.00	794.14
132874	31601	MELISSA G SOVEY	11/09/2023	0.00	56.00
132875	29200	SPRINGBROOK SOFTWARE INC	11/09/2023	0.00	1,430.50

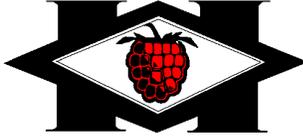
Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
132876	31600	DAVID STROM	11/09/2023	0.00	328.16
132877	31598	STANLEY TEKIELA	11/09/2023	0.00	106.00
132878	30093	TRANSUNION RISK AND ALTERNATIV	11/09/2023	0.00	394.00
132879	20892	TWIN CITY HARDWARE INC	11/09/2023	0.00	60.12
132880	20887	TWIN CITY WATER CLINIC	11/09/2023	0.00	340.00
132881	30819	VERIZON WIRELESS	11/09/2023	0.00	420.50
132882	12029	W.D. LARSON COMPANIES LTD INC	11/09/2023	0.00	290.65
132883	25080	XCEL ENERGY	11/09/2023	0.00	27.33
132884	25080	XCEL ENERGY	11/09/2023	0.00	40.60
132885	25080	XCEL ENERGY	11/09/2023	0.00	1,066.27
132886	26320	ZIEGLER, INC	11/09/2023	0.00	15,954.53
Total for 11/9/2023:				0.00	344,069.78
132887	01045	ABM EQUIPMENT & SUPPLY LLC	11/16/2023	0.00	131,136.00
132888	29817	GARY BINGER	11/16/2023	0.00	3,800.00
132889	27822	BRADS PRO AUDIO	11/16/2023	0.00	400.00
132890	31400	BZDOK INSPECTIONS INC	11/16/2023	0.00	2,984.25
132891	31568	CARE RESOURCE CONNECTION	11/16/2023	0.00	1,000.00
132892	29416	CDW GOVERNMENT	11/16/2023	0.00	2,476.98
132893	03160	CENTERPOINT ENERGY MINNEGASC	11/16/2023	0.00	3,986.86
132894	31609	SPENCER CHANDLER	11/16/2023	0.00	300.00
132895	31267	CINTAS CORPORATION	11/16/2023	0.00	1,173.77
132896	30038	CIVICPLUS LLC	11/16/2023	0.00	5,930.62
132897	26951	COMCAST	11/16/2023	0.00	404.93
132898	26951	COMCAST	11/16/2023	0.00	137.78
132899	26951	COMCAST	11/16/2023	0.00	136.12
132900	31384	CONSOLIDATED COMMUNICATIONS	11/16/2023	0.00	168.53
132901	03585	COSTCO MEMBERSHIP	11/16/2023	0.00	120.00
132902	30867	CREAM AND AMBER LLC	11/16/2023	0.00	119.54
132903	30064	DOOR SERVICE COMPANY	11/16/2023	0.00	8,287.00
132904	01523	EARL F. ANDERSEN, INC	11/16/2023	0.00	4,528.70
132905	31603	ELEVATOR SERVICE HOLDINGS LLC	11/16/2023	0.00	189.00
132906	06008	FASTENAL CO	11/16/2023	0.00	646.74
132907	31076	FERGUSON US HOLDINGS INC	11/16/2023	0.00	105.70
132908	29491	FERGUSON WATERWORKS #2518	11/16/2023	0.00	985.28
132909	31407	FIRST ARRIVING IO INC	11/16/2023	0.00	2,838.68
132910	07563	GOODIN COMPANY	11/16/2023	0.00	11,735.18
132911	31474	GRANITE TELECOMMUNICATIONS LI	11/16/2023	0.00	131.16
132912	29820	GROUP HEALTH PLAN INC	11/16/2023	0.00	1,366.00
132913	29748	HENNEPIN COUNTY PUBLIC WORKS	11/16/2023	0.00	10,308.75
132914	31401	HOMELAND HEALTH SPECIALISTS IN	11/16/2023	0.00	102.00
132915	31608	HOPKINS COMMUNITY CINEMA LLC	11/16/2023	0.00	2,000.00
132916	29345	IMPACT MAILING OF MN	11/16/2023	0.00	2,447.62
132917	10560	JOHN HENRY FOSTER MN	11/16/2023	0.00	176.81
132918	29249	JR'S ADVANCED RECYCLERS	11/16/2023	0.00	120.00
132919	11013	KATH FUEL OIL SERVICE	11/16/2023	0.00	905.56
132920	31606	MATTHEW LAUER	11/16/2023	0.00	1,000.00
132921	31585	LOCKRIDGE GRINDAL NAUEN PLLP	11/16/2023	0.00	3,333.33
132922	30145	ZACH LUNDBERG	11/16/2023	0.00	2,100.00
132923	29059	MANSFIELD OIL COMPANY	11/16/2023	0.00	20,821.56
132924	31602	ALEXANDER & ABBEY MARQUARDT	11/16/2023	0.00	3,478.99
132925	31605	SHAWN MCNULTY	11/16/2023	0.00	999.99
132926	13167	MENARDS	11/16/2023	0.00	361.32
132927	13446	MN DEPT OF LABOR & INDUSTRY	11/16/2023	0.00	100.00
132928	28599	MN PUBLIC RADIO	11/16/2023	0.00	833.00
132929	13399	MN SAFETY COUNCIL, INC	11/16/2023	0.00	46.00

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
132930	13564	MOTOROLA SOLUTIONS INC	11/16/2023	0.00	4,725.00
132931	31064	MR CUTTING EDGE LLC	11/16/2023	0.00	188.00
132932	29437	NORTH AMERICAN SAFETY	11/16/2023	0.00	406.91
132933	15441	OLSEN CHAIN AND CABLE CO INC	11/16/2023	0.00	62.10
132934	31477	PATRICK MILLER CONSTRUCTION IN	11/16/2023	0.00	11,000.00
132935	16337	PIRTEK PLYMOUTH	11/16/2023	0.00	307.94
132936	28285	PROFESSIONAL TURF & RENOV INC	11/16/2023	0.00	11,700.00
132937	30125	PROJECT COMPANY FINCO PHASE III	11/16/2023	0.00	20,510.16
132938	18164	RED WING BUSINESS ADVANTAGE AC	11/16/2023	0.00	161.99
132939	19117	SCHERER BROS. LUMBER CO.	11/16/2023	0.00	14.74
132940	28834	SHI INTERNATIONAL CORP	11/16/2023	0.00	15,851.25
132941	31301	SMSC ENTERPRISES	11/16/2023	0.00	910.74
132942	19520	SNAP PRINT INC	11/16/2023	0.00	180.11
132943	30495	SPEEDWAY LLC	11/16/2023	0.00	60.00
132944	29200	SPRINGBROOK SOFTWARE INC	11/16/2023	0.00	53,606.21
132945	20120	TDS METROCOM - MN	11/16/2023	0.00	81.46
132946	31607	THE MANITOWOC COMPANY INC	11/16/2023	0.00	559.00
132947	31595	THE WAILIN' JENNYS INC	11/16/2023	0.00	3,179.00
132948	31604	KENDRA THIRY	11/16/2023	0.00	500.00
132949	20560	TOLL GAS & WELDING SUPPLY	11/16/2023	0.00	76.26
132950	20687	TRI-STATE BOBCAT INC	11/16/2023	0.00	675.16
132951	22002	VALLEY-RICH COMPANY, INC	11/16/2023	0.00	4,822.50
132952	31128	VIKING AUTOMATIC SPRINKLER	11/16/2023	0.00	2,660.00
132953	28123	WRAP CITY GRAPHICS INC	11/16/2023	0.00	190.00
132954	26320	ZIEGLER, INC	11/16/2023	0.00	78.24
Total for 11/16/2023:				0.00	366,730.52
132955	30728	AFSCME COUNCIL 5	11/22/2023	0.00	762.34
132956	01543	ANCOM COMMUNICATIONS INC	11/22/2023	0.00	11,597.00
132957	28840	AUDIO LOGIC SYSTEMS	11/22/2023	0.00	396.00
132958	28430	CENTURY LINK	11/22/2023	0.00	687.74
132959	30127	CINTAS CORPORATION NO. 2	11/22/2023	0.00	143.59
132960	30038	CIVICPLUS LLC	11/22/2023	0.00	1,114.55
132961	26951	COMCAST	11/22/2023	0.00	158.55
132962	26951	COMCAST	11/22/2023	0.00	142.03
132963	31032	COVERALL NORTH AMERICA	11/22/2023	0.00	5,965.00
132964	28898	ECM PUBLISHERS INC	11/22/2023	0.00	57.60
132965	05282	EHLERS AND ASSOCIATES, INC	11/22/2023	0.00	5,871.25
132966	30431	EHLERS INVESTMENT PARTNERS LLC	11/22/2023	0.00	3,110.33
132967	30330	FAE LSE 6 LLC	11/22/2023	0.00	5,087.61
132968	30601	FAE LSE 8 LLC	11/22/2023	0.00	5,164.67
132969	27492	FRIENDS OF THE HOPKINS	11/22/2023	0.00	10,000.00
132970	07003	GARTNER REFRIGERATION & MFG.	11/22/2023	0.00	680.00
132971	07185	GENUINE PARTS	11/22/2023	0.00	1,009.69
132972	07681	GRAINGER, INC	11/22/2023	0.00	32.80
132973	08001	HACH COMPANY	11/22/2023	0.00	483.60
132974	08166	HENNEPIN CTY TREASURER	11/22/2023	0.00	3,491.50
132975	30362	HENRICKSEN & COMPANY INC	11/22/2023	0.00	5,176.43
132976	29818	HIAWATHA TREE SERVICE INC.	11/22/2023	0.00	7,625.00
132977	29403	HOPKINS HRA	11/22/2023	0.00	2,465.10
132978	08625	HOPKINS POLICE ASSOCIATION	11/22/2023	0.00	1,120.00
132979	30941	HOPKINS POLICE CRIME FUND	11/22/2023	0.00	32.10
132980	09801	I.U.O.E. CENTRAL PENSION FUND	11/22/2023	0.00	1,920.00
132981	28537	IS LAX LLC	11/22/2023	0.00	1,119.51
132982	31610	JULEE QUARVE-PETERSON INC	11/22/2023	0.00	21,650.00
132983	11161	KENNEDY & GRAVEN, CHARTERED	11/22/2023	0.00	14,771.38

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
132984	12012	LAW ENFORCEMENT LABOR SERVICE	11/22/2023	0.00	455.82
132985	30392	CIGNA LIFE INS COMP OF AMERICA -	11/22/2023	0.00	688.26
132986	30023	CIGNA LIFE INS COMP OF N AMERICA	11/22/2023	0.00	902.78
132987	30391	THE HARTFORD LTD	11/22/2023	0.00	2,305.56
132988	09085	MISSION SQUARE - ROTH IRA - 70626	11/22/2023	0.00	986.40
132989	13564	MOTOROLA SOLUTIONS INC	11/22/2023	0.00	1,980.00
132990	31611	NINA CORPORATION	11/22/2023	0.00	3,000.00
132991	29317	OFFICE OF MN IT SERVICES	11/22/2023	0.00	418.95
132992	30125	PROJECT COMPANY FINCO PHASE III	11/22/2023	0.00	107,392.89
132993	28245	QUADIANT FINANCES USA INC	11/22/2023	0.00	3,000.00
132994	08568	RESOURCE WEST	11/22/2023	0.00	17.08
132995	09084	MISSION SQUARE RETIREMENT TRUS	11/22/2023	0.00	2,714.87
132996	19290	SHADYWOOD TREE EXPERTS, INC	11/22/2023	0.00	2,264.40
132997	29143	SHRED IT USA	11/22/2023	0.00	161.80
132998	19520	SNAP PRINT INC	11/22/2023	0.00	335.70
132999	29200	SPRINGBROOK SOFTWARE INC	11/22/2023	0.00	15.00
133000	19602	SPS COMPANIES INC	11/22/2023	0.00	132.32
133001	28590	ST CLOUD STATE UNIV	11/22/2023	0.00	510.00
133002	30390	THE HARTFORD STD	11/22/2023	0.00	3,271.14
133003	19824	SUNSHINE CAR WASH	11/22/2023	0.00	77.17
133004	20294	THYSSENKRUPP ELEVATOR	11/22/2023	0.00	665.24
133005	29795	TRANE	11/22/2023	0.00	6.77
133006	21523	UNION LOCAL 49	11/22/2023	0.00	840.00
133007	21529	UNITED WAY	11/22/2023	0.00	38.46
133008	29458	VERIZON WIRELESS	11/22/2023	0.00	2,977.09
133009	30017	VERIZON WIRELESS	11/22/2023	0.00	2,089.27
133010	31128	VIKING AUTOMATIC SPRINKLER	11/22/2023	0.00	3,825.00
133011	25080	XCEL ENERGY	11/22/2023	0.00	10,247.94
Total for 11/22/2023:				0.00	263,155.28
133051	01045	ABM EQUIPMENT & SUPPLY LLC	11/30/2023	0.00	779.58
133052	29535	ADVANCED ENGINEERING	11/30/2023	0.00	1,184.00
133053	28422	ADVANCED IMAGING SOLUTIONS	11/30/2023	0.00	1,129.42
133054	01328	AIRGAS USA	11/30/2023	0.00	252.34
133055	30933	ANCHOR SOLAR INVESTMENTS LLC	11/30/2023	0.00	3,606.61
133056	UB*00942	BRIAN ANDERSON	11/30/2023	0.00	100.00
133057	28600	APPLE VALLEY FORD LINCOLN	11/30/2023	0.00	908.46
133058	27782	BOUND TREE MEDICAL LLC	11/30/2023	0.00	558.65
133059	27822	BRADS PRO AUDIO	11/30/2023	0.00	550.00
133060	UB*00944	JEFFREY BUDISH	11/30/2023	0.00	26.92
133061	03160	CENTERPOINT ENERGY MINNEGASC	11/30/2023	0.00	23.90
133062	26951	COMCAST	11/30/2023	0.00	286.85
133063	31281	CONFLUENCE INC	11/30/2023	0.00	1,365.00
133064	31616	DAN LARSON ENTERPRISES INC	11/30/2023	0.00	256.15
133065	31618	DEATHCAMP 5150 INC	11/30/2023	0.00	2,000.00
133066	UB*00947	DELUXE GROUP & MANOOCHEHR CF	11/30/2023	0.00	4.36
133067	04168	DEM-CON LANDFILL, INC	11/30/2023	0.00	83.98
133068	UB*00940	DG EQUITIES LLC	11/30/2023	0.00	65.00
133069	31617	DUSTY'S DRAIN CLEANING INC	11/30/2023	0.00	3,510.00
133070	01523	EARL F. ANDERSEN, INC	11/30/2023	0.00	185.30
133071	28898	ECM PUBLISHERS INC	11/30/2023	0.00	774.40
133072	05282	EHLERS AND ASSOCIATES, INC	11/30/2023	0.00	900.00
133073	29398	ENTERPRISE FLEET MANAGEMENT	11/30/2023	0.00	1,783.03
133074	31346	PAULA FINNEY	11/30/2023	0.00	120.00
133075	06336	FIRST HOSPITAL LAB INC	11/30/2023	0.00	2,869.32
133076	31615	FLOCK GROUP INC	11/30/2023	0.00	25,200.00

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
133077	UB*00945	NEILL GEANEY	11/30/2023	0.00	153.20
133078	30555	MARGARET GONGOLL	11/30/2023	0.00	405.00
133079	07564	GOPHER STATE ONE-CALL, INC	11/30/2023	0.00	373.95
133080	08038	HAWKINS, INC	11/30/2023	0.00	8,858.22
133081	08166	HENNEPIN CTY TREASURER	11/30/2023	0.00	1,958.07
133082	08224	HENNEPIN CTY TREASURER	11/30/2023	0.00	92,500.00
133083	08627	HOME DEPOT CREDIT SERVICES	11/30/2023	0.00	648.70
133084	31056	HOPKINS MENS SHED	11/30/2023	0.00	355.71
133085	08600	HOPKINS SCHOOL DISTRICT 270	11/30/2023	0.00	314.39
133086	30376	INTERNATIONAL IDENTIFICATION IN	11/30/2023	0.00	75.93
133087	28537	IS LAX LLC	11/30/2023	0.00	1,853.00
133088	29249	JR'S ADVANCED RECYCLERS	11/30/2023	0.00	40.00
133089	30855	BETTY KROPP	11/30/2023	0.00	173.00
133090	13012	MACQUEEN EQUIPMENT INC	11/30/2023	0.00	1,482.86
133091	31505	MARTIN MARIETTA MATERIALS INC	11/30/2023	0.00	9,288.36
133092	30096	MASTER CRAFT LABELS, INC.	11/30/2023	0.00	610.21
133093	27324	MIDWEST OVERHEAD CRANE	11/30/2023	0.00	991.47
133094	13251	MINNEAPOLIS SAW INC	11/30/2023	0.00	27.71
133095	13375	MN DEPT OF HEALTH	11/30/2023	0.00	8,541.00
133096	13564	MOTOROLA SOLUTIONS INC	11/30/2023	0.00	5,307.57
133097	UB*00938	TERI MYHRAN	11/30/2023	0.00	67.09
133098	31612	GAY NEITZEL	11/30/2023	0.00	85.00
133099	28540	OAK RIDGE COUNTRY CLUB	11/30/2023	0.00	3,654.25
133100	15521	ON SITE COMPANIES	11/30/2023	0.00	657.25
133101	UB*00949	CATHERINE ORN	11/30/2023	0.00	11.23
133102	UB*00935	MARK PANGER	11/30/2023	0.00	56.33
133103	31620	POLICE SERVICE DOGS INC	11/30/2023	0.00	14,898.00
133104	UB*00943	DANIEL PORETTI	11/30/2023	0.00	210.68
133105	31619	PRATER DAY LLC	11/30/2023	0.00	2,000.00
133106	29253	CRAIG RAPP	11/30/2023	0.00	500.00
133107	31613	RD SHEELEY ENTERPRISES LLC	11/30/2023	0.00	3,877.30
133108	31120	REPUBLIC SERVICES INC	11/30/2023	0.00	2,712.10
133109	31614	KYLE JOHN ROSS	11/30/2023	0.00	1,000.00
133110	19004	SAMARITAN TIRE COMPANY	11/30/2023	0.00	292.00
133111	19290	SHADYWOOD TREE EXPERTS, INC	11/30/2023	0.00	15,990.50
133112	19520	SNAP PRINT INC	11/30/2023	0.00	1,069.96
133113	19602	SPS COMPANIES INC	11/30/2023	0.00	367.11
133114	30091	RAY STAFFORD	11/30/2023	0.00	480.00
133115	UB*00948	LACEY STEENSON	11/30/2023	0.00	86.60
133116	19777	STREICHERS	11/30/2023	0.00	139.98
133117	UB*00946	CLIFFORD A TALLMAN	11/30/2023	0.00	54.71
133118	UB*00941	DOUGLAS C TIFFT	11/30/2023	0.00	53.38
133119	20560	TOLL GAS & WELDING SUPPLY	11/30/2023	0.00	740.00
133120	28350	TOWMASTER INC	11/30/2023	0.00	13.80
133121	31344	TREE TRUST	11/30/2023	0.00	12,500.00
133122	30651	TRITECH SOFTWARE SYSTEMS	11/30/2023	0.00	40,837.39
133123	03440	ULTIMATE SAFETY CONCEPTS INC	11/30/2023	0.00	888.15
133124	29473	VERIZON WIRELESS	11/30/2023	0.00	425.56
133125	29475	VERIZON WIRELESS	11/30/2023	0.00	105.03
133126	29490	VERIZON WIRELESS	11/30/2023	0.00	886.14
133127	30841	TIM WAITKUS	11/30/2023	0.00	85.00
133128	28123	WRAP CITY GRAPHICS INC	11/30/2023	0.00	300.00
133129	26320	ZIEGLER, INC	11/30/2023	0.00	119.94
Total for 11/30/2023:				0.00	287,646.10

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
Report Total (370 checks):				1,076.59	1,591,862.57



Finance Department

CITY OF HOPKINS

## City Council Report 2023-135

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

From: Nick Bishop, Finance Director

Date: December 5, 2023

Subject: Renewal of General Liability and Property Insurance and Authorize Not Waiving of the Statutory Tort Liability on the League of Minnesota Insurance Trust Policy

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### RECOMMENDED ACTION

**MOTION TO** approve renewal of the LMCIT Insurance Policy and to Not Waive the Statutory Tort Liability Limits to the Extent of Coverage Purchased.

### OVERVIEW

The LMCIT notified its members of 2024 coverage rates in November of 2023. They indicated that insurance rates will decrease by an average of 0.75%. Liability rates will decrease by an average of 6%, auto physical damage will increase by an average of 10% and property rates will remain stable. The overall rate changes may not necessarily correspond with a specific City's insurance premiums. Actual premiums are affected by changes in city expenditures, property values, payroll, experience rating and other exposure measures. Premiums were \$264,814 in 2023 compared to a 2023 budget of \$288,928. We anticipate that insurance premiums overall for Hopkins will be within the budgeted amounts for 2024.

Finance continues to recommend the deductible amount of \$20,000/\$40,000 with \$1,000 per occurrence after reaching the maximum \$40,000. The current amount available in the Insurance Risk Fund to cover deductible costs is \$271,014. In addition we will be sharing in a \$3 Million LMCIT dividend this year. LMCIT has consistently paid out dividends since 1987, totaling approximately \$366 Million. The dividend will add to our insurance reserves for potential claims and deductibles.

The staff recommendation to not waive statutory tort liability limits is based on liability exposure to the City in the form of higher premiums.

### SUPPORTING INFORMATION

- Election of Waiver of Tort Limits for Liability



LIABILITY COVERAGE WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before their effective date of coverage. Email completed form to your city's underwriter, to pstech@lmc.org, or fax to 651.281.1298.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary. The decision has the following effects:

- If the member does not waive the statutory tort limits, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
• If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
• If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name: \_\_\_\_\_

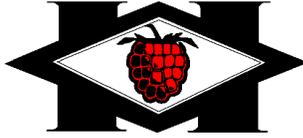
Check one:

- [ ] The member DOES NOT WAIVE the monetary limits on municipal tort liability established by Minn. Stat. § 466.04.
[ ] The member WAIVES the monetary limits on municipal tort liability established by Minn. Stat. § 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: \_\_\_\_\_

Signature: \_\_\_\_\_

Position: \_\_\_\_\_



Administration

CITY OF HOPKINS

## City Council Report 2023-131

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

From: Amy Domeier, City Clerk

Date: December 5, 2023

Subject: Resolution Approving an On-Sale Liquor and Sunday Sales Liquor License for Shaughnessy Plating LLC DBA Pink Ivy Kitchen and Bar

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### RECOMMENDED ACTION

**MOTION TO** adopt a Resolution Approving an On-Sale Liquor and Sunday Sales Liquor License for Shaughnessy Plating LLC DBA Pink Ivy Kitchen and Bar.

### OVERVIEW

Shaughnessy Plating LLC applied for an on-sale liquor license and Sunday sales liquor license at Pink Ivy Kitchen and Bar (“Pink Ivy”), a new restaurant to be located at 712 Mainstreet (formerly Cam Ranh Bay). The licensed premise includes the interior space and outdoor seating area at 712 Mainstreet. The owners plan to open Pink Ivy in mid-February.

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

Upon City Council approval of the liquor licenses requested, the State applications will be submitted to the Minnesota Department of Public Safety, Alcohol and Gambling Enforcement Division, for certification. The liquor licenses will become effective upon all conditions being met in Resolution 2023-049 and will expire on June 30, 2024, subject to any subsequent renewals.

### SUPPORTING INFORMATION

- Resolution 2023-049
- The complete application is on file in the City Clerk’s office.

**CITY OF HOPKINS  
HENNEPIN COUNTY, MINNESOTA**

**RESOLUTION 2023-049**

**RESOLUTION APPROVING AN ON-SALE LIQUOR AND SUNDAY SALES LIQUOR  
LICENSE FOR SHAUGHNESSY PLATING LLC DBA PINK IVY KITCHEN AND BAR,  
WITH CONDITIONS**

**WHEREAS**, Shaughnessy Plating LLC DBA Pink Ivy Kitchen and Bar, applied for an On Sale Liquor and Sunday Sales Liquor License to be located at 712 Mainstreet, Hopkins; and

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

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

1. The City Council approves an On Sale Liquor and Sunday Sales Liquor License for Shaughnessy Plating LLC DBA Pink Ivy Kitchen and Bar, for the premises located at 712 Mainstreet. The licensed premise includes the interior space and outdoor seating area at 712 Mainstreet.
2. The licenses are conditioned on the applicant's ongoing compliance with its application that is on file with the City Clerk, and is further subject to the following:
  - A. All terms and conditions of the City Code Chapter 4, Alcoholic Beverages, and Minnesota Statutes, Chapter 340A.
  - B. Final inspection by the City Building Official.
  - C. Final inspection by the Hennepin County Health Inspector.
3. The on-sale intoxicating license issued herein is further conditioned on the existence and operation of a restaurant, as that term is defined in Hopkins City Code, section 4-1(b), within the licensed premises.
4. Upon adherence with the contingencies set forth herein, the Mayor and City Clerk are hereby authorized to execute said licenses.
5. The licenses shall expire at 11:59 p.m. on June 30, 2024, subject to subsequent renewals.

Adopted by the City Council of the City of Hopkins on this 5th day of December 2023.

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

ATTEST:

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



Finance Department

CITY OF HOPKINS

## City Council Report 2023-134

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

From: Nick Bishop, Finance Director

Date: December 5, 2023

Subject: First Reading of An Ordinance Granting Centerpoint Energy a Franchise for Gas Energy

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### RECOMMENDED ACTION

**MOTION TO** adopt Ordinance No. 2023-1205 Granting Centerpoint Energy Resources Corp., A Minnesota Corporation, d/b/a Centerpoint Energy Minnesota Gas, its Successors and Assigns, a nonexclusive Franchise to Construct, Operate, Repair and Maintain Facilities and Equipment for the Transportation, Distribution, Manufacture and Sale of Gas Energy and to use the Public Ways and Grounds of the City of Hopkins, Hennepin County, Minnesota, for Such Purposes; and Prescribing Certain Terms and Conditions thereof for first reading.

### OVERVIEW

Centerpoint Energy currently holds a franchise to operate and supply gas within the City of Hopkins. The franchise was adopted in 2002 for a 20-year term and is due for renewal. Franchises are granted under Section 10.02 of the City Code and can be a maximum of 20 years. Ordinance No. 2023-1205 continues Centerpoint's Franchise for an additional 20-year term. It does not have any significant changes compared to the 2002 Ordinance and will not cause any changes to utility services of City Operations.

### SUPPORTING INFORMATION

- Ordinance No. 2023-1205

**CITY OF HOPKINS  
COUNTY OF HENNEPIN  
ORDINANCE NO. 2023-1205**

**AN ORDINANCE GRANTING CENTERPOINT ENERGY RESOURCES CORP., A MINNESOTA CORPORATION, d/b/a CENTERPOINT ENERGY MINNESOTA GAS (“CENTERPOINT ENERGY”), ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN FACILITIES AND EQUIPMENT FOR THE TRANSPORTATION, DISTRIBUTION, MANUFACTURE AND SALE OF GAS ENERGY AND TO USE THE PUBLIC WAYS AND GROUNDS OF THE CITY OF HOPKINS, HENNEPIN COUNTY, MINNESOTA, FOR SUCH PURPOSES; AND, PRESCRIBING CERTAIN TERMS AND CONDITIONS THEREOF**

**THE CITY COUNCIL OF THE CITY OF HOPKINS DOES HEREBY ORDAIN:**

**SECTION 1. DEFINITIONS**

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

**City.** The City of Hopkins, County of Hennepin, State of Minnesota.

**City Utility System.** Facilities used for providing public utility service owned or operated by City or agency thereof, including sewer, storm sewer, water service, street lighting and traffic signals, but excluding facilities for providing heating, lighting, or other forms of energy.

**Commission.** The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all or part of the authority to regulate gas retail rates now vested in the Minnesota Public Utilities Commission.

**Company.** CenterPoint Energy Resources Corp., a Minnesota corporation, d/b/a CenterPoint Energy Minnesota Gas its successors and assigns including all successors or assigns that own or operate any part or parts of the Gas Facilities subject to this Franchise.

**Franchise.** This gas franchise ordinance, also referred to as Ordinance.

**Gas Energy.** Gas Energy includes both retail and wholesale natural, manufactured or mixed gas.

**Gas Facilities.** Gas transmission and distribution pipes, lines, mains, ducts, regulators, fixtures and all necessary equipment and appurtenances owned or operated by the Company for the purpose of providing Gas Energy for retail or wholesale use.

**Notice.** A writing served by any party or parties on any other party or parties. Notice to Company shall be mailed to CenterPoint Energy, Minnesota Division Vice President, 505 Nicollet Mall, Minneapolis, Minnesota, 55402. Notice to the City shall be mailed to City Manager, 1010 First

Street South, Hopkins, MN 55343. Any party may change its respective address for the purpose of this Ordinance by written Notice to the other parties.

**Ordinance.** This gas franchise ordinance, also referred to as the Franchise.

**Public Way.** Public right-of-way within the City as defined in Minnesota Statutes § 237.163, subdivision 3 .

**Public Ground.** Land owned or otherwise controlled by the City for utility easements, park, trail, walkway, open space or other public property, which is held for use in common by the public or for public benefit.

## **SECTION 2. ADOPTION OF FRANCHISE**

2.1 **Grant of Franchise.** City hereby grants Company, for a period of twenty (20) years from the date this Ordinance is passed and approved by the City, the right to import, manufacture, distribute and sell Gas Energy for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future and also the right to transport Gas Energy through the limits of the City for use outside of the City limits. For these purposes, Company may construct, operate, repair and maintain Gas Facilities in, on, over, under and across the Public Ways and, as may be provided by separate instrument, Public Grounds, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations, or ordinance or permit requirements, as may be imposed by the City in accordance with state law.

2.2 **Effective Date; Written Acceptance.** This Franchise shall be in force and effect from and after the passage of this Ordinance and publication as required by law and its acceptance in writing by Company. Company shall file a written acceptance with the City within sixty (60) days after passage.

2.3. **Service and Gas Rates.** The terms and conditions of service and the rates to be charged by Company for Gas Energy in City are subject to the jurisdiction of the Commission.

2.4. **Publication Expense.** Company shall reimburse the City's expense of publication of this Ordinance.

2.5. **Dispute Resolution.** If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within thirty (30) days of the written Notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within thirty (30) days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this Franchise or for such other relief as may be permitted by law or equity.

2.6. **Continuation of Franchise.** If the City and the Company are unable to agree on the terms of a new franchise by the time this Franchise expires, this Franchise will remain in effect until

a new franchise is agreed upon, or until ninety (90) days after the City or the Company serves written Notice to the other party of its intention to allow Franchise to expire, but in no event shall this franchise continue for more than one year after the expiration of the 20-year term set forth in Section 2.1.

### **SECTION 3. LOCATION, OTHER REGULATIONS**

3.1. **Location of Facilities.** Gas Facilities shall be located, constructed, and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System including specifically any street lighting or traffic signal system of the City. Gas Facilities may be located on Public Grounds in a location mutually agreed upon by the city and company. The location and relocation of Gas Facilities shall be subject to reasonable regulations of the City consistent with authority granted the City to manage its Public Ways and Public Grounds under state law, to the extent not inconsistent with a specific term of this Franchise. Company shall provide field locations for its underground Gas Facilities within the City consistent with the requirements of Minnesota Statutes, Chapter 216D.

3.2. **Street Openings.** Company shall not open or disturb the surface of any Public Way or Public Ground for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Permit conditions imposed on Company shall not be more burdensome than those imposed on other public right-of-way users for similar facilities or work. Company may, however, open and disturb the surface of any Public Way or Public Ground without a permit if (i) an emergency exists requiring the immediate repair of Gas Facilities and (ii) Company gives telephone, email or similar Notice to the City before commencement of the emergency repair, if reasonably possible. Within two (2) business days after commencing the repair, Company shall apply for any required permits and pay any required fees.

3.3. **Restoration.** After undertaking any work requiring the opening of any Public Way or Public Ground, the Company shall restore the Public Ways or Public Grounds in accordance with Minnesota Rules, part 7819.1100. Company shall restore the Public Ground to as good a condition as formerly existed, and shall maintain the surface in good condition for one (1) year thereafter. All work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five (5) days, the right to make the restoration of the Public Ways or Public Grounds at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City. The Company shall not be required to post a construction performance bond.

3.4. **Avoid Damage to Gas Facilities.** The Company must take reasonable measures to prevent the Gas Facilities from causing damage to persons or property. The Company must take reasonable measures to protect the Gas Facilities from damage that could be inflicted on the Gas Facilities by persons, property or the elements. Per Minnesota Statutes § 216D.05, the City must take protective measures when it performs work near the Gas Facilities.

3.5. **Notice of Improvements to Streets.** The City will give Company reasonable written Notice of plans for improvements to Public Ways and Public Grounds where the City has reason to

believe that Gas Facilities may affect or be affected by the improvement. The Notice will contain: (i) the nature and character of the improvements, (ii) the Public Ways or Public Grounds upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Way or Public Grounds is involved, the order in which the work is to proceed. The Notice will be given to Company a minimum of eight (8) weeks time, considering seasonal working conditions, in advance of the actual commencement of the work to permit Company to make any additions, alterations or repairs to its Gas Facilities Company deems necessary.

3.6 **Mapping Information.** If requested by City, Company must promptly provide complete and accurate mapping information for any of its Gas Facilities in accordance with the requirements of Minnesota Rules, parts 7819.4000 and 7819.4100.

#### **SECTION 4. RELOCATIONS**

4.1. **Relocation in Public Ways.** If the City orders Company to relocate its Gas Facilities in a Public Way for a City improvement project including changes to the Public Way, or construction or reconstruction of any City Utility System in the Public Way, the Company and City shall comply with the provisions of Minnesota Rules, part 7819.3100 with respect to the Company's relocation of Gas Facilities.

4.2 **Relocation in Public Grounds.** City may require Company at Company's expense to relocate or remove its Gas Facilities from Public Grounds upon a finding by City that the Gas Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Grounds. Nothing in this Section 4.2 shall be construed so as to invalidate or impair any existing company easements in Public Grounds.

4.3. **Projects with Federal Funding.** Relocation, removal or rearrangement of any Company Gas Facilities made necessary because of the extension into or through City of a federally aided highway project shall be governed by the provisions of Minnesota Statutes §§ 161.45 and 161.46.

#### **SECTION 5. INDEMNIFICATION**

5.1. **Indemnity of City.** Company shall indemnify and hold the City harmless from any and all liability, on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits or the operation of the Gas Facilities located in the Public Ways and Public Grounds. The City shall not be indemnified for losses or claims occasioned through its own negligence or otherwise wrongful act or omission except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work.

5.2. **Defense of City.** In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written Notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such Notice. If Company is required to indemnify and defend,

it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City. The Company, in defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf. This Franchise agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under Minnesota Statutes, Chapter 466.

## **SECTION 6. VACATION OF PUBLIC WAYS AND PUBLIC GROUNDS**

The City shall give Company at least two (2) weeks' prior written Notice of a proposed vacation of a Public Ways or Public Grounds. The City and the Company shall comply with Minnesota Rules, parts 7819.3100 and 7819.3200 with respect to any request for vacation.

## **SECTION 7. CHANGE IN FORM OF GOVERNMENT**

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

## **SECTION 8. FRANCHISE FEE**

8.1. **Form.** During the term of the franchise hereby granted, the City shall require the Company to pay a franchise fee. The franchise fee will be collected in a manner that is legally acceptable to the Company. The amount of the fee collected may differ for each customer class. The City will use a formula that provides a stable and predictable amount of fees, without placing the Company at a competitive disadvantage. Such fee shall not exceed any amount that the Company may legally charge to its customers prior to payment to the City and be consistent with the Minnesota Public Utility Commission's March 23, 2011, Order establishing franchise fee filing requirements in Docket No. E,G999/CI-09-970. If the Company claims that the City required fee formula is discriminatory or otherwise places the Company at a competitive disadvantage, the Company will provide a formula that will produce a substantially similar fee amount to the City.

8.2. **Separate Ordinance.** Any modification to the franchise fee and fee schedule contained in Ordinance No. 2023-1200, enacted in accordance with Minnesota Statutes §§ 216B.36 and 301B.01, shall be imposed by separate ordinance duly adopted by the City Council. The effective date of any such franchise fee ordinance shall be no less than ninety (90) days after written Notice enclosing a copy of the duly adopted and approved ordinance has been served upon the Company by Certified mail. Section 2.5 shall constitute the sole remedy for solving disputes between Company and City in regard to the interpretation of, or enforcement of, the separate ordinance.

8.3. **Condition of Fee.** The separate ordinance imposing the fee shall not be effective against the Company unless it lawfully imposes a fee of the same or substantially similar amount on the sale of energy within the City by any other energy supplier, provided that, as to such supplier, the City has the authority or contractual right to require a franchise fee or similar fee through an agreed-upon franchise.

8.4. **Collection of Fee.** The franchise fee shall be payable not less than quarterly during complete billing months of the period for which payment is to be made. The franchise fee formula may be changed from time to time, however, the change shall meet the Notice requirements provided above and the fee may not be changed more often than annually. Such fee shall not exceed any amount that the Company may legally charge to its customers prior to payment to the City and be consistent with Minnesota Public Utility Commission's March 23, 2011, Order establishing franchise fee filing requirements in Docket No. E,G999/CI-09-970. Such fee is subject to subsequent reductions to account for uncollectibles and customer refunds incurred by the Company. The Company shall not be responsible to pay City fees that Company is unable to collect under Commission rules or order. Company agrees to make available for inspection by City at reasonable times all records necessary to audit Company's determination of the franchise fee payments.

8.5. **Continuation of Franchise Fee.** If this Franchise expires and the City and the Company are unable to agree upon terms of a new franchise, the franchise fee, if any being imposed by the City at the time this Franchise expires, will remain in effect until a new franchise is agreed upon. However, the franchise fee will not remain in effect for more than one (1) year after the franchise expires as stated in Section 2.6 of this Franchise. If for any reason the franchise terminates, the franchise fee will terminate at the same time.

## **SECTION 9. ABANDONED FACILITIES**

The Company shall comply with Minnesota Rules, part 7819.3300, as it may be amended from time to time with respect to abandoned facilities in Public Ways. The Company shall maintain records describing the location of all abandoned and retired Gas Facilities within the Public Ways and Public Grounds, produce such records at the City's request and comply with the location requirements of Minnesota Statutes § 216D.04 with respect to all Gas Facilities located in Public Ways and Public Grounds.

## **SECTION 10. PROVISIONS OF ORDINANCE**

10.1. **Severability.** Every section, provision or part of this Ordinance is declared separate from every other section, provision or part; and if any section, provision or part shall be held invalid, it shall not affect any other section, provision or part. Where a provision of any other City ordinance is inconsistent with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

10.2. **Limitation on Applicability.** This Ordinance constitutes a franchise between City and Company as the only parties. No provisions herein shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third-party beneficiary of this Ordinance or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

## **SECTION 11. AMENDMENT PROCEDURE**

Either party may propose at any time that this Franchise Ordinance be amended. Franchise Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of

Company's written consent thereto with the City Clerk within ninety (90) days after the effective date of the amendatory ordinance.

First Reading: December 5, 2023

Second Reading: December 19, 2023

Date of Publication: December 28, 2023

Date Ordinance Takes Effect: January 1, 2024

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Patrick Hanlon, Mayor

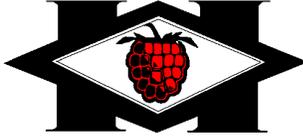
AYES:

NAYS:

Attest:

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Amy Domeier, City Clerk



CITY OF HOPKINS

## City Council Report 2023-133

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

From: Ryan Krzos, City Planner

Date: December 5, 2023

Subject: First Reading of an Ordinance Amending the Development Code  
Regarding Signage

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### RECOMMENDED ACTION

**MOTION TO** Adopt for First Reading, Ordinance 2023-1204 amending the Hopkins Development Code regarding signage.

### OVERVIEW

The City's Development Code contains provisions to regulate signage displayed in Hopkins. When the Development Code was updated, the signage related provisions were mostly unchanged and carried over from the previous Zoning Ordinance. While a more complete update of the sign code is warranted in the future, two issues are needing more immediate consideration for amendment. The first issue relates to the definition of sign area, the second matter would create a new type of sign for pedestrian wayfinding.

#### Sign Area Definition

One of the basic standards contained in the sign code is the amount of sign area allowed per building. The definition of "Sign area" – see below – determines how the area calculation is made. Staff finds that the underlined operational provisions of the definition are vague and unnecessarily complicate the calculation methodology.

(51) Sign area. A measurement of the area (size/square footage) within the frame of the sign, except that when the width of the frame exceeds 12 inches in the frame must be included in calculating sign area. When letters or graphics are mounted directly on a wall or fascia without a frame, the calculation of the sign's area must include the area extending 6 inches beyond the periphery formed around the letters or graphics in a plane figure bounded by straight lines. Each surface utilized to display a message or to attract attention must be measured as a separate sign. Symbols, flags, pictures, wording, figures or other forms of graphics painted on or attached to windows, walls, awnings, freestanding structures, suspended by balloons, or kites or on persons, animals, or vehicles are considered a sign and are included in calculating total sign area.

To clarify the practice of calculating sign area staff is proposing to modify the text as follows:

Sign area. A measurement of the area (size/square footage) within the frame of the sign, excluding any structural elements outside the limits of such sign and not forming an integral part of the display. When letters or graphics are mounted directly on a wall, fascia, canopy, or awning without a frame, the calculation of the sign's area shall be the smallest rectangle which encloses the sign message or logo. Each surface utilized to display a message or to attract attention must be measured as a separate sign. Symbols, flags, pictures, wording, figures or other forms of graphics painted on or attached to windows, walls, awnings, freestanding structures, suspended by balloons, or kites or on persons, animals, or vehicles are considered a sign and are included in calculating total sign area.

The type of building signage typically installed at present consists primarily of individual letters mounted on the exterior wall. Signage within a frame is a style generally falling out of favor for new signage. As such, the need to include frame width in sign area is much less relevant today, and thus can be clarified within definition from staff's perspective. The methodology for measuring sign area for letters mounted on a wall is remains largely the same, however the language is spelled out more clearly. The revised language is also more consistent the language used by peer communities.

### Walkway Signage

The sign code defines specific types of signs that are allowed. One such type is a driveway sign. These are smaller signs that are to be installed near driveways and typically contain wayfinding information such as "enter" "exit" or similar information. These signs are required to be within 10 feet of a driveway and are limited to three feet in height and six square feet in sign area. Slightly larger signs (eight square feet in area and six feet in height) are allowed internal to site driveways within larger developments.

Recognizing that pedestrian travel is equally essential to guide, staff is proposing to add walkway signage as a new type of sign. The concept for walkway signage would be similar to driveway signage except that the signs would need to be located near internal sidewalks. Walkway signs would be limited to the same display area size (six square feet), but the height maximum of walkway signs would be five feet in order to allow the display at eye level. Only properties with multiple buildings or sites over 50,000 square feet in area would be eligible for walkway signs consistent with the provisions for internal driveway signage. The signage code cannot mandate the type of information posted on such signage; due to content-based requirements being prohibited.

### **Review Criteria**

In deciding Development Code text amendments, the City is acting in a legislative capacity. When considering a legislative action, the City is creating development standards to regulate land use. Under the law, the City has wide flexibility to create standards that will ensure the type of development it desires; however, these regulations must be reasonable and supported by a rational basis relating to promoting the public health, safety and welfare. Per the Code, in making decisions about development code text amendments, the Planning & Zoning Commission and City Council must consider all relevant factors, including at least the following:

- (1) Whether the proposed development code text amendment is in conformity with the comprehensive plan; and
- (2) Whether the proposed development code text amendment corrects an error or inconsistency or will help meet the challenge of a changed or changing condition.

#### *Consistency with the Comprehensive Plan*

The Comprehensive Plan sets a land use goal to encourage all public and private developments to be well-designed, durable, human-scaled, and pedestrian oriented. Providing a clear standard for measuring the size of signage allows for consistency among applications which will contribute to better overall design. Adding the proposed walkway signage will further pedestrian orientation as wayfinding signage at walkway scale allows for efficient navigation.

#### *Correcting an Error or Addressing a Changing Condition*

Staff proposes the text amendment to modify the sign area definition to address a vague and overly complicated standard. Staff proposes the addition of walkway signage to address the inconsistency between allowing driveway signs oriented toward motorists without having similar signage oriented toward pedestrians.

#### **Planning and Zoning Commission Review**

The Planning and Zoning Commission held a public hearing on the proposed ordinance amendment at their November 28, 2023 meeting. Notice of the public hearing was published in the City's official newspaper. No comments from the public were received following publication or during the public hearing. The Commission unanimously approved a resolution recommending the City Council approve the proposed Ordinance.

#### **SUPPORTING INFORMATION**

- Proposed Ordinance 2023-1204 Amending the Hopkins Development Code Regarding Signage

**CITY OF HOPKINS  
HENNEPIN COUNTY, MINNESOTA**

**ORIDNANCE 2023-1204**

**AN ORDINANCE AMENDING CHAPTER 102 OF THE HOPKINS CITY CODE  
REGARDING SIGNAGE**

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

**SECTION 1.** Hopkins City Code, Part III, Chapter 102, Article 10, Section 102-10110, is hereby amended by adding the double-underlined language as follows:

**102-10110 Driveway and Walkway Signs**

**102-10110 (a) ENTRANCES AND EXITS** One driveway sign may be installed at each vehicle entrance and exit to any lot occupied by an allowed nonresidential use or multi-unit residential building. Such signs must be located within 10 feet of the intersection of the driveway and the street right-of-way. Driveway signs may be illuminated but may not exceed 4 square feet in area or 3 feet in height.

**102-10110 (b) INTERNAL**

**(1)** Off-street parking areas with a capacity of more than 4 vehicles, multi-tenant developments and uses on lots exceeding 50,000 square feet in area may display internal site driveway signs. Such signs must be located within 10 feet of an internal site driveway or drive aisle and may not exceed 8 square feet in area or 6 feet in height.

**(2)** Developments containing multiple buildings on a lot, or lots exceeding 50,000 square feet in area may display internal walkway signs. Such signs must be located within 10 feet of an internal walkway and may not exceed 6 square feet in area or five feet in height.

**SECTION 2.** Hopkins City Code, Part III, Chapter 102, Article 10, Section 102-1010 (f) (61), is hereby amended by adding the double-underlined language as follows:

**(61) Walkway sign.** A sign located near an internal site sidewalk circulation network that provides a permanent pathway for pedestrians between public streets and building entrances.

**(62) Window sign.** Any building sign, pictures, symbol, or combination thereof, designed to communicate information about an activity, business, commodity, event, sale, or service, that is placed inside a window or upon the window panes or glass and is visible from the exterior of the window.

**SECTION 3.** Hopkins City Code, Part III, Chapter 102, Article 10, Section 102-1010 (f) (51), is hereby amended by adding the double-underlined language as follows:

**(51) Sign area.** A measurement of the area (size/square footage) within the frame of the sign, excluding any structural elements outside the limits of such sign and not forming an integral part of the display. ~~except that when the width of the frame exceeds 12 inches in the frame must be included in calculating sign area.~~ When letters or graphics are mounted directly on a wall, or fascia, canopy, or awning without a frame, the calculation of the sign's area shall be the smallest rectangle which encloses the sign message or logo. ~~must include the area extending 6 inches beyond the periphery formed around the letters or graphics in a plane figure bounded by straight lines.~~ Each surface utilized to display a message or to attract attention must be measured as a separate sign. Symbols, flags, pictures, wording, figures or other forms of graphics painted on or attached to windows, walls, awnings, freestanding structures, suspended by balloons, or kites or on persons, animals, or vehicles are considered a sign and are included in calculating total sign area.

**SECTION 4.** The effective date of this ordinance shall be December 28, 2023.

First Reading:	December 5, 2023
Second Reading:	December 19, 2023
Date of Publication:	December 28, 2023
Date Ordinance Takes Effect:	December 28, 2023

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

Patrick Hanlon, Mayor

ATTEST:

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