

HOPKINS CITY COUNCIL

AGENDA

Tuesday, April 2, 2024

6:30 pm

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

Schedule HRA Meeting before City Council Meeting

I. CALL TO ORDER

II. ADOPT AGENDA

III. PRESENTATIONS

1. Recognition of Chief Building Official Christopher Kearney; Mornson
2. Adoption of Proclamation for Arbor Day in Hopkins; Larson

IV. CONSENT AGENDA

1. Minutes of the March 19, 2024, Regular Meeting Proceedings
2. Approval of 2024 MOU with LELS #171; Casella
3. Ratify Checks Issued in March 2024; Bishop
4. Amendment to the 2024-2028 Capital Improvement Plan; Bishop
5. Approval of Use Agreement with the Hopkins Farmer Market; Elverum
6. Resolution Accepting Bids for the 2024 SCADA Fiber Project – City Project 2024-002; Moilanen

V. PUBLIC HEARINGS

VI. OLD BUSINESS

VII. NEW BUSINESS

1. First Reading: Ordinance Amending the Zoning Map for 9451 Excelsior Boulevard; Krzos
2. Fee Schedule Review; Bishop

VIII. PUBLIC COMMENT

IX. ANNOUNCEMENTS

- Next City Council Regular Meeting: Tuesday, April 16 at 6:30 p.m.

X. ADJOURN



CITY OF HOPKINS

Administration

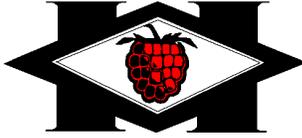
Memorandum

To: Honorable Mayor and Council Members
From: Mike Mornson, City Manager
Date: April 2, 2024
Subject: Recognition of Chief Building Official Christopher Kearney

PURPOSE

It is my honor to recognize our Chief Building Official Christopher Kearney for receiving the 2023 Tom Joachim Award for Code Official of the Year from the Association of Minnesota Building Officials (AMBO). Christopher was recognized by his colleagues at AMBO's member meeting on February 12. The Tom Joachim Award for Code Official of the Year "recognizes a Minnesota Code Official whose work and accomplishments exemplify a willingness to contribute beyond the job requirements and enhance the application of the profession through education, code development, or professional development. These efforts translate into improved public safety in the built environment."

Together we will recognize Christopher for the part he has played in maintaining our commitment to excellence to Inspire, Educate, Involve and Communicate.



Engineering

CITY OF HOPKINS

City Council Report 2024-035

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

From: Mikala Larson, Sustainability Specialist

Date: April 2, 2024

Subject: Proclamation for Arbor Day

RECOMMENDED ACTION

MOTION TO adopt a proclamation for Arbor Day in Hopkins.

OVERVIEW

Arbor Day dates back to the early 1870s in Nebraska City. A journalist by the name of Julius Sterling Morton moved to the state with his wife and purchased 160 acres in Nebraska City and planted a wide variety of trees. Morton spread his knowledge of trees and stressed their ecological importance to Nebraska. And on January 4, 1872, Morton first proposed a tree planting holiday to be called “Arbor Day” at a meeting of the State Board of Agriculture. After the board passed the resolution, more than one million trees were planted on the first official celebration of the day on April 10, 1872.

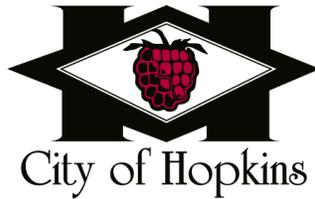
The City of Hopkins is a recognized Tree City USA community, and is committed to preserving a healthy and robust tree canopy. This year, Arbor Day is on Friday, April 26th. Arbor Day is a day of recognition and celebration of the benefits and beauty trees provide, with the intention that the purpose of Arbor Day can be celebrated every day of the year. On April 25th from 3 p.m. – 5 p.m., the City will host an event at the City lot off Mainstreet between 5th and 6th Avenues, where residents are invited to learn more about trees, and the City will unveil its new tree planter design.

Next Steps

Staff recommends that the City Council adopt a proclamation recognizing April 26, 2024, as Arbor Day.

SUPPORTING INFORMATION

- Proclamation for Arbor Day in Hopkins
- Flyer for 2024 Arbor Day Celebration



A Proclamation Commemorating Arbor Day

WHEREAS, in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees; and

WHEREAS, trees are an essential resource to our city and the world, trees make our homes and community more livable and beautiful; and

WHEREAS, the City of Hopkins is a Tree City USA community and recognizes that trees can be a solution to combating climate change, they play an important role in cleaning the air, conserving energy, producing life-giving oxygen, and providing habitat for wildlife; and

WHEREAS, each year people across the country celebrate Arbor Day and pay special attention to the treasure our trees represent while we as a society become more aware that human activities, along with acts of nature, threaten our trees, creating the need for action to ensure the future of our urban forests; and

NOW THEREFORE, I, Patrick Hanlon, Mayor of the City of Hopkins in the State of Minnesota, along with my fellow Council Members, recognize, adopt, and proclaim April 26, 2024, as Arbor Day in the City of Hopkins, and urge all residents to be more aware of the importance of trees to their well-being, and to participate in tree planning programs that will ensure a healthy and green city.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Hopkins, Minnesota to be affixed this 2nd day of April 2024.

Patrick Hanlon, Mayor

ARBOR DAY

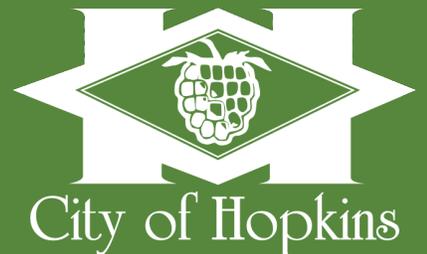
CELEBRATION WITH THE CITY OF HOPKINS

Thursday, April 25, 2024
3 p.m - 5 p.m.

Between 5th and 6th
Avenues off Mainstreet

Join the City of Hopkins
to celebrate Arbor Day!

We will have cookies, talk about
Arbor Day, unveil new tree
planters, and plant a few
trees along Mainstreet!



**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
MARCH 19, 2024**

CALL TO ORDER

Pursuant to due call and notice thereof a regular meeting of the Hopkins City Council was held on Tuesday, March 19, 2024, at 6:30 p.m. in the Council Chambers at City Hall, 1010 1st Street South.

Mayor Hanlon called the meeting to order with Council Members Balan, Garrido, Goodlund and Hunke attending. Others attending included City Manager Mornson, Assistant City Manager Casella, City Clerk Domeier, Deputy City Clerk Baker, Special Projects and Initiatives Manager Imihy Bean, City Attorney Riggs, City Engineer Klingbeil, Planning and Economic Development Director Elverum, and Parks and Streets Supervisor Pavek.

ADOPT AGENDA

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

Motion to Adopt the Agenda.

Ayes: Balan, Garrido, Goodlund, Hanlon, Hunke

Nays: None. Motion carried.

PRESENTATIONS

III.1. Proclamation Recognizing March as Irish Heritage Month; Hanlon

Mayor Hanlon summarized City Council Report 2024-033. The City recognizes March as Irish Heritage Month to celebrate the rich cultural contributions and history of the Irish community within the state.

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

Motion to Adopt a Proclamation Recognizing March as Irish Heritage Month.

Ayes: Balan, Garrido, Goodlund, Hanlon, Hunke

Nays: None. Motion carried.

III.2. Proclamation Recognizing March as MS Awareness Month; Hanlon

Mayor Hanlon summarized City Council Report 2024-034. The City recognizes March as MS Awareness Month with the aim of fostering greater understanding, support, and solidarity for individuals and families impacted by Multiple Sclerosis.

Motion by Goodlund. **Second** by Hunke.

Motion to Adopt a Proclamation Recognizing March as MS Awareness Month.

Ayes: Balan, Garrido, Goodlund, Hanlon, Hunke

Nays: None. Motion carried.

CONSENT AGENDA

Motion by Garrido. **Second** by Goodlund.

Motion to Approve the Consent Agenda.

**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
MARCH 19, 2024**

1. Minutes of the March 4, 2024, Regular Meeting Proceedings
2. Resolution Appointing Election Judges for the April 30, 2024 and May 14, 2024 Commissioner District 6 Special Elections; Domeier
3. Resolution Approving Agency Cooperative Construction Agreement Between City of Hopkins and Minnesota Department of Transportation; Klingbeil
4. Resolution Approving a Loan Disbursement to Alatus LIHTC I LLC; Needham

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

PUBLIC HEARINGS

V.1. Resolution Adopting Assessment Roll; 2024 Street and Utility Improvements – City Project 2023-10; Klingbeil

City Engineer Klingbeil, accompanied by Nick Amatuccio from Bolton & Menk, Inc., summarized City Council Report 2024-031. Assessment calculations were prepared based on the overall lowest bid received for the 2024 Street and Utility Improvements. City Engineer Klingbeil explained that 33 7th Avenue North will be stricken from the assessment roll due to recent property improvements.

Mayor Hanlon opened the public hearing at 7:06 pm.

Pamela Kollodge, 301 8th Avenue North, questioned whether sidewalks would be added between 5th and 8th Avenues. City Engineer Klingbeil explained that public feedback made clear that a sidewalk would be undesirable.

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

Motion to Close the Public Hearing at 7:09 pm.

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

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

Motion to Adopt Assessment Roll; 2024 Street and Utility Improvements – City Project 2023-10.

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

NEW BUSINESS

VII.1. Resolutions Accepting Bids and Awarding Contract; 2024 Street and Utility Improvements – City Project 2023-10; Klingbeil

City Engineer Klingbeil summarized City Council Report 2024-030. A total of eight bids were received for the project. Staff recommend GMH Asphalt Corp be awarded the contract.

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

**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
MARCH 19, 2024**

Motion to Adopt Resolution 2024-026, Resolution Accepting Bids; 2024 Street and Utility Improvements – City Project 2023-10.

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

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

Motion to Adopt Resolution 2024-027, Resolution for Award of Contract; 2024 Street and Utility Improvements – City Project 2023-10.

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

PUBLIC COMMENTS

Gabrielle Chodes, 313 Farmdale Road West, thanked City staff for recent assistance with speed limit and safety concerns on Farmdale Road, but asked that the Council consider adopting a 20 mile per hour citywide speed limit. Mayor Hanlon said that City staff would follow up.

ANNOUNCEMENTS

Mayor Hanlon reviewed the upcoming meeting schedule. City Manager Mornson recognized Assistant City Manager Casella and Deputy City Clerk Baker as new hires.

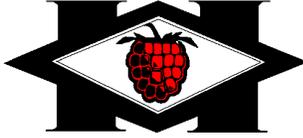
ADJOURNMENT

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 7:19 pm.

Respectfully Submitted,



David Baker, Deputy City Clerk



CITY OF HOPKINS

City Council Report 2024-037

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

From: Casey Casella, Assistant City Manager

Date: April 2, 2024

Subject: Approval of 2024 MOU with LELS #171

RECOMMENDED ACTION

MOTION TO approve a MOU for 2025 wage correction and addition of FTO pay language with LELS #171.

OVERVIEW

The City Council approved the 2024 through 2026 Union Contract with Police Sergeant Law Enforcement Labor Services, Inc (LELS) Local #171 on October 10, 2023. Management staff and Union representatives from LELS Local #171 have agreed to a Memorandum of Understanding (MOU) regarding two items within the approved contract:

1. A typographical mistake on the salary and wage listed effective date for 2025.
2. The addition of a Field Training Officer (FTO) pay subdivision.

Regarding the salary and wage listed effective date for 2025, both parties agree there was a typographical mistake. Article 20 of the settled labor agreement details a chart with hourly wages. The 2024 and 2026 columns list effective dates of 01/01/202x. The 2025 column listed an incorrect effective date of 12/31/2025. Both parties agree the 2025 effective date should be 01/01/2025. The MOU updates the 2025 effective date.

The addition of the FTO pay subdivision was in response to current staffing levels within the Police Department. The Sergeant position has been requested to occasionally train new Officers if an Officer is not available. Management and union representatives agree the FTO pay should be extended to Sergeants if they serve in this training capacity. It had historically not been included since it would be expected an Officer would generally serve as the FTO. The additional language is similar to the Hopkins Police Officers Association Article 21.2 regarding FTO pay. The estimated budget impact for the additional FTO pay for the Sergeants is neutral and within budget since an Officer would be receiving the \$5.00 pay if they were training. The MOU adds the FTO pay option for Sergeants.

The City Council is asked to approve the MOU with LELS #171. Alternatively, the City Council could not approve the MOU, which would require staff to renegotiate with the union.

SUPPORTING INFORMATION

- MOU with LELS #171
- Copy of most recent agreement with LELS #171 for 2024 through 2026

Memorandum of Understanding
Between the City of Hopkins and
Law Enforcement Labor Services, INC Local #171
2025 Wage Correction and Addition of FTO Pay Language

WHEREAS, City of Hopkins (herein after the “City”) and Law Enforcement Labor Services, INC #171 (herein after the “Union”) are parties to a collective bargaining agreement in effect from January 1st 2024 through December 31st 2026; and

WHEREAS, On 01/19/2024 the Union met with the city and discussed a typographical mistake made in the collective bargaining agreement listed above with regard to the Salary and Wage listed effective date for 2025; and

WHEREAS, Both parties agreed that the 2025 date listed in that agreement was documented in error and the correct date for the raise should be January 1st 2025;

WHEREAS, in Addition, recently Sergeants have been advised by Police command staff that they may be serving in the role as Field Training Officers (FTO) due to staffing; and

WHEREAS, Both parties agreed to adopt an addition of FTO pay subdivision similar to the Hopkins Police Officers Association Article 21.2 regarding FTO pay.

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

Article 20 SALARY AND WAGE under the pay schedule shall be adjusted to read:

Hourly	01/01/2024	01/01/2025	01/01/2026
Step 1 (Union Promotion)	\$59.05	\$60.82	\$62.64
Step 2 (After one year)	\$61.10	\$62.93	\$64.82
Step 3 (After 2 years)	\$63.15	\$65.04	\$66.99

There will be a new subdivision under Article 21 MISCELLANEOUS PROVISIONS which will read:

K. FTO PAY

Effective January 1st 2024 a Sergeant specifically designated “Field Training Officer” shall be paid \$5.00 per hour above their regular pay rate. FTO would be paid to sergeants during the hours that they are actually training officers.

This memorandum will remain in effect from January 1st 2024 through December 31st 2026.

FOR THE CITY OF HOPKINS

FOR L.E.L.S. LOCAL #171

Patrick Hanlon, Mayor

Darin Hill, Union

Mike Mornson, City Manager

MASTER AGREEMENT

BETWEEN

CITY OF HOPKINS

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

(L.E.L.S. LOCAL #171)

January 1, 2024 through December 31, 2026

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ARTICLE 1 PURPOSE OF AGREEMENT

This AGREEMENT is entered into between City of Hopkins, hereinafter called the EMPLOYER, and the LAW ENFORCEMENT LABOR SERVICES, INC., hereinafter called the UNION.

It is the intent and purpose of this AGREEMENT to:

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

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

ARTICLE 2 RECOGNITION

- 2.1 The EMPLOYER recognizes L.E.L.S. as the exclusive representative, under Minnesota Statutes, Section 179A.03 Subd. 8, for all police personnel in the following job classifications:

SERGEANT

- 2.2 In the event the EMPLOYER and L.E.L.S. are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3 DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Inc
- 3.2 UNION MEMBER: A member of the Hopkins Police Sergeants' Union.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit, male or female, where the word "he" is used, it is inclusive of "she"
- 3.4 DEPARTMENT: The Hopkins Police Department.
- 3.5 EMPLOYER: The City of Hopkins.

- 3.6 CHIEF: The Chief of the Hopkins Police Department.
- 3.7 UNION OFFICER: Officer elected or appointed by the Hopkins Police Sergeant's Union.
- 3.8 BASIC PAY RATE: The Employee's hourly, biweekly, or monthly pay rate exclusive of longevity pay, college incentive pay, overtime pay, court time pay, or any other special allowance.
- 3.9 EMERGENCY: A situation or condition so labeled or defined by the Hopkins Chief of Police.
- 3.10 SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.11 LUNCH BREAKS: A period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.12 GRIEVANCE COMMITTEE: The elected UNION OFFICERS of the Hopkins Police Sergeants' Union or the UNION'S designated agents for grievance procedures and purposes.
- 3.13 SUPERVISORY EMPLOYEE: One so defined under Minn Stat 179A.03, Subd. 17.
- 3.14 CITY MANAGER: The person designated or appointed by the City Council for the purpose of holding and exercising the duties of that official position as it is defined in the Hopkins City Charter.

ARTICLE 4 EMPLOYER AUTHORITY

- 4.1 The UNION recognizes the right of the EMPLOYER to operate and manage its affairs in all respects in accordance with the laws and regulations of appropriate authorities including municipality personnel policies and work rules. The prerogatives and authority which the EMPLOYER has not officially abridged, delegated, or modified by this AGREEMENT are retained by the EMPLOYER; such as, but not limited to:

Direct EMPLOYEES, Hire, promote, transfer, assign, retain EMPLOYEES in positions and suspend, demote, discharge, or take other disciplinary action against EMPLOYEES.
- 4.2 Relieve EMPLOYEES from duties because of lack of work or other legitimate reasons.
- 4.3 Maintain the efficiency of the government operations; determine the methods, means, job classification, and personnel by which such operations are to be conducted or performed.

- 4.4 Take whatever action may be necessary in any emergency to promote the public general welfare.
- 4.5 Determine reasonable schedules of work and establish the methods and processes by which such work is performed.

ARTICLE 5 UNION SECURITY

- 5.1 In recognition of L.E.L.S. as the exclusive representative, the EMPLOYER agrees to deduct from each pay check and remit to L.E.L.S. the amount certified in writing by L.E.L.S. as the regular UNION dues, from the wages of each of those EMPLOYEES as provided by the Public Employment Labor Relations Act as amended.
- 5.2 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.
- 5.3 The UNION may designate employees from the bargaining unit to act as Steward and an alternate and shall inform the EMPLOYER in writing of such choice and change in the position of Steward and/or alternate.
- 5.4 The EMPLOYER shall make space available on the employee bulletin board for posting UNION notice(s) and announcement(s).

ARTICLE 6 EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 6.1 This grievance procedure is established for the purpose of resolving disputes involving the interpretation or application of this AGREEMENT.
- 6.2 The EMPLOYER will recognize STEWARDS selected by the UNION as the grievance representatives of the bargaining unit. The UNION shall notify the EMPLOYER in writing of the names of such STEWARDS and of their successors when so named.
- 6.3 A dispute or disagreement as to the interpretation or application of the specific terms and conditions of this agreement or of disciplinary actions not covered by Police Review Committee rules or regulations

6.4 Grievances shall be resolved in the following manner:

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

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

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

Step 3a. If the grievance is not resolved at Step 3 of the grievance procedure, the parties, by mutual agreement, may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves timelines for Step 4 of the grievance procedure.

Step 4. A grievance unresolved in Step 3 or 3a and appealed to Step 4 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

EMPLOYEES presenting grievance may choose to be represented by the UNION.

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

The time limits established in the ARTICLE may be extended by mutual consent the EMPLOYER and the UNION and shall be in writing.

- 6.5 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide on the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation application of the express terms of this agreement and to the facts of the grievance presented.

ARTICLE 7 SAVINGS CLAUSE

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

ARTICLE 8 SENIORITY

- 8.1 Seniority shall be determined by the employee's length of continuous employment at the rank of Sergeant with the Police Department.
- 8.2 The EMPLOYER and the UNION agree that ability be considered foremost in assignment and promotions. All original and promotional appointments shall be probationary, and subject to a probationary period. During the probationary period a promoted or reassigned employee may be replaced in his/her previous position at the sole discretion of the EMPLOYER. Additional discipline for cause may be applied, per Article 9.
- A. A reduction of work force will be accomplished on the basis of seniority. Employees shall be recalled from layoff on the basis of seniority. An employee on layoff shall have an opportunity to return to work within two years of the time of his layoff before any new employee is hired.

- B. Senior employees will be given preference with regard to transfer, job classification assignments and promotions when the job relevant qualifications of employees are equal.
 - C. One continuous vacation (at least three (3) days) period shall be selected on the basis of seniority until March 31 of each calendar year.
- 8.3 Shift assignments for Sergeants in the patrol division of the DEPARTMENT shall expire in December of each year. At that time, Sergeants will bid for their patrol shift starting the following January. Sergeants will be given preference of shifts based upon seniority at the rank of Sergeant based upon date of promotion.
- 8.4 The position of Investigations Sergeant and Community Services/Relief Sergeant will not be an expiring bid-able position. These Sergeant positions will be appointed by the CHIEF based upon Article 8.2 (B) of this agreement and will serve at the discretion of the CHIEF.

ARTICLE 9 DISCIPLINE

- 9.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:
- a) oral reprimand;
 - b) written reprimand;
 - c) suspension;
 - d) demotion; or
 - e) discharge.
- 9.2 Suspension, demotions and discharges will be in written form.
- 9.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee.
- 9.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 9.5 Discharges will be preceded by a five (5) day suspension without pay except in cases of Veterans pursuant to Minnesota statute.
- 9.6 Employees under investigation will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a UNION representative present at such questioning.

- 9.7 Grievances relating to this ARTICLE shall be initiated by the UNION in Step 3 of the grievance procedure under Article 6.

ARTICLE 10 CONSTITUTIONAL PROTECTION

Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

ARTICLE 11 WORK SCHEDULES

- 11.1 The sole authority in work schedules is the EMPLOYER. The normal work year is two thousand and eighty hours (2,080) to be accounted for by each EMPLOYEE through:
- a) hours worked on assigned shifts;
 - b) assigned training;
 - c) authorized leave time.
- 11.2 Authorized leave time is to be calculated on the basis of the actual length of time of the assigned shifts. Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign EMPLOYEES.
- 11.3 Training time on days off shall be compensated at one and on half times the EMPLOYEE'S hourly rate. Comp Time may be given instead of overtime pay. The Comp Time must be given at a rate of one and on e half (1 ½) hours per hour worked. The choice of overtime or comp time shall be at the discretion of the EMPLOYER. Comp Time shall be limited to a maximum accrual of 48 hours. Comp time records shall be recorded and maintained by the Finance Department.

ARTICLE 12 OVERTIME

- 12.1 EMPLOYEES will be compensated at one and one-half (1½) times the EMPLOYEE'S hourly rate for hours worked in excess of the EMPLOYEE'S regularly scheduled shift. Changes of shifts do not qualify an EMPLOYEE for overtime under this Article. Overtime will be distributed as equally as practicable.
- 12.2 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 12.3 Overtime will be calculated to the nearest one-tenth of an hour.
- 12.4 EMPLOYEES have the obligation to work overtime or call backs if requested by the EMPLOYER unless unusual circumstances prevent the EMPLOYEE from so working.

ARTICLE 13 COURT TIME

- 13.1 An employee who is required to appear in court during his scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1½) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for court appearance does not qualify the EMPLOYEE for the three (3) hour minimum.
- 13.2 An employee shall receive one hour of overtime for cancellation of a court appearance within 24 hours of the scheduled appearance. If an employee had been on standby for court and the appearance is canceled, compensation shall be the greater of one hour of overtime or the standby pay earned.

ARTICLE 14 CALL BACK TIME

An employee who is called to duty during scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1½) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum. An officer called back for court appearance will receive minimum of three (3) hours pay at one and one-half (1½) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the three (3) hour minimum.

ARTICLE 15 INSURANCE

- 15.1 Effective January 1, 2024 the EMPLOYER will contribute the following amounts:

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

- 15.2 For 2025 and 2026, the contract will be reopened solely for the discussion of health insurance contributions.
- 15.3 All employees shall receive a minimum of single group health insurance coverage. For those employees not selecting dependent coverage, the additional benefit, up to the EMPLOYER maximum, may be used by the employees for additional available insurance coverage or be placed in a deferred compensation plan, subject to limitations specified in the EMPLOYER'S group policies.
- 15.4 Employees who choose to opt out of the City's health insurance program will receive \$360.00 to obtain certain mutually agreed appropriate benefits. Employees wishing to opt out must provide proof of insurance coverage through another provider. In lieu of the \$360.00 per month, employees hired after January 1, 2008 will receive \$50.00 per month if they opt out of the City's health insurance program.

ARTICLE 16 UNIFORM ALLOWANCE

- 16.1 All employees shall receive an annual uniform and equipment allowance of \$1,000 effective January 1, 2024, \$1,050 in 2025 and \$1,100 in 2026.
- 16.2 The allowance shall be paid on or near January 1 annually as a separate check. Employees hired into the unit after January 1 shall be provided with the necessary uniforms in lieu of a uniform allowance. They will be eligible for the allowance in subsequent years. Officers promoted to sergeant during the year will retain the officer's uniform allowance. They will not be eligible for the Sergeant's uniform allowance until the following year. Items purchased with this allowance are intended solely for use as an employee of the city and are the property of the City of Hopkins. Uniform allowance may be used to purchase any items not expressly prohibited by the department. If any items need replacement after an employees allowance has been exhausted, such replacement is the responsibility of the employee. Upon termination of employment, an employee will return all city property as requested.

ARTICLE 17 SICK LEAVE, INJURY ON DUTY, FLEX LEAVE

- 17.1 Sick Leave (Does not apply to employees receiving Flex Leave)

The regular shift working time consumed by the EMPLOYEES using earned vacation leave or sick shall be considered to be working time for the purpose of accumulating additional vacation or sick leave. Sick leave with pay shall be granted to all probationary and permanent full time employees at the rate of eight (8) hours for each calendar month or major fraction thereof. Sick leave shall be computed on a calendar year basis and may be accumulated to a total of not more than nine hundred sixty (960) hours. Hours accrued over 960 shall be banked and only used for extended illness.

- 17.2 Sick leave may be granted when necessary for personal illness, legal quarantine or because of illness in the employee's family as defined in Minn. Stat. § 181.9413 or death of spouse, children, step-children, grandchildren, parents, brothers, sisters, grandparents, mother-in-law, or father-in-law of the employee. In order to be eligible for sick leave with pay the employee shall:
- a) report promptly to the department head the reason for his/her absence.
 - b) keep the department head, at all time, fully informed of his/her condition including permission for City Manager to make inquiries of such employee's physician, surgeon, or other health establishment.
 - c) furnish upon demand to the city Manager any other information or medical certificate that may be required.

No sick leave shall be granted except as permitted in this Article or ordinance, and the

claiming of sick leave whenever herein prohibited may be cause of disciplinary action, including transfer, suspension, demotion, or dismissal by the City Manager.

17.2 Injury on Duty

Leave of absence with pay shall be granted to EMPLOYEES who become incapacitated as a result of injury incurred though no misconduct of their own while in actual performance of City assigned duties. EMPLOYEES must qualify for worker's compensation payments to be eligible for such leave. This shall exclude any injuries sustained while performing any off-duty services for which payment is made directly to such EMPLOYEE by a contracting party other than the city. Such injury leave shall continue for a maximum of seven hundred twenty (720) hours, unless it is determined sooner by competent medical authority, approved by the City Manager, that the EMPLOYEE may be required to submit to a medical examination at any time by a physician selected by the City.

During such injury leave, the City shall pay such EMPLOYEE the amount representing the difference between the EMPLOYEE'S basic pay and the amount received by him/her from worker's compensation.

All payments made to the EMPLOYEE will be reduced by the total amount of all other injury related benefits for which the EMPLOYEE is provided as a result of public employment, including but not limited to: weekly worker's compensation, relief pension plans, short or long-term disability payments, or City-paid group insurance payments. The EMPLOYEE must apply for such benefits as soon as he is eligible therefore and the EMPLOYER reserves the right to refuse injury leave if such application is not made.

For the purpose of this Article, "basic pay" shall mean any remuneration excluding longevity.

17.3 Flex Leave

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

Union employees hired after January 1, 2002, shall participate in the Flex Leave Program. Employees of the bargaining unit will not be forced to accept Flex Leave if they choose to remain in the existing Vacation/Sick Leave program

ARTICLE 18 FITNESS INCENTIVE

18.1 The City agrees to implement an annual fitness incentive program to be announced by

Police Administration before July 1, 2024. All Employees who pass the required testing will be eligible for the incentive payment in January 2025 and in the years after. The fitness incentive amount will be equivalent to 1% of the employee's base pay.

18.2 In the event, Police Administration is unable or unwilling to announce the perimeters of the fitness incentive program by July 1, 2024, the Employees will automatically receive the incentive.

ARTICLE 19 PAID TIME OFF

(Does not apply to any employee receiving Flex Leave)

19.1 All EMPLOYEES shall be eligible for paid time off except that no EMPLOYEE shall be allowed to use paid time off until after the completion of the first six (6) months of the probationary period, without the specific permission of the Chief and City Manager. Paid time off is accrued on a per pay period basis and may be used subsequent to the pay period in which it was earned.

19.2 EMPLOYEES shall earn paid time off according to the following schedule:

	Hours
0- 5 years	192.00
After 5 years	232.00
After 10 years	240.00
After 11 years	248.00
After 12 years	256.00
After 13 years	264.00
After 14 years	272.00
After 20 years	280.00
After 25 years	320.00

19.3 Paid Time Off may be used as earned, provided that the City Manager shall in each case determine the time when such paid time off may be taken.

19.4 Employees may accrue paid time off to a maximum of 200% of their annual entitlement. Any employee whose accrued paid time off exceeds their cap on December 31 of any year will lose all of the time that exceeds the cap. An employee may appeal to the City Manager to exceed the cap if department scheduling problems or other unusual circumstances prevent the employee from using sufficient paid time off during the year. The employee's supervisor must attest to the existence of the problem.

19.5 Any employee leaving the municipal service in good standing after giving proper notice of such termination of employment shall be compensated for all paid time off accrued to date of separation.

19.6 Conversion Option:

In December, Employees may submit an irrevocable election to convert up to 40 hours of paid time off to the City's deferred compensation program or cash to be earned in the next

calendar year in taxable compensation in that next calendar year. The cash shall be paid through payroll at the time it would have been earned thereby ensuring payment shall be made within 2.5 months following the end of the calendar year in which the cash payment is due. After 15 years, an employee may convert up to 80 hours. After 25 years, an employee may convert up to 120 hours. An Employee may appeal to the City Manager to convert a higher number of hours if department scheduling problems or other unusual circumstances prevent the Employee from using sufficient leave during the year. The Employee's supervisor must attest to the existence of the problem. Employees are not able to adjust these submissions during the present year.

ARTICLE 20 SALARY AND WAGE

Basic monthly rates for the EMPLOYEES covered by the AGREEMENT shall be as follows. Movement through steps will be based upon time served after being promoted to Sergeant.

Hourly	1/1/2024	12/31/2025	1/1/2026
Step 1 (Union Promotion)	\$59.05	\$60.82	\$62.64
Step 2 (After one year)	\$61.10	\$62.93	\$64.82
Step 3 (After two years)	\$63.15	\$65.04	\$66.99

EMPLOYER agrees to deduct and transmit such amounts of an EMPLOYEE'S deferred compensation as EMPLOYEE authorizes and directs in writing.

No EMPLOYEE promoted from Patrol Officer to Sergeant shall be required to take a reduction in pay.

ARTICLE 21 MISCELLANEOUS PROVISIONS

A. FALSE ARREST INSURANCE

EMPLOYER shall procure and maintain a policy or policies of “False Arrest” insurance, at the City’s expense, insuring EMPLOYEE from all claims covered by such policy or policies in the sum of a minimum of one million (\$1,000,000) Public Liability.

B. SUPPLEMENTAL RETIREMENT

EMPLOYER agrees to provide an additional retirement contribution of \$25.00 per month per sworn officer for a variable annuity retirement plan approved by the Police Civil Service Commission and the 1971 Hopkins City Council.

C. SEVERANCE PAY

(Does not apply to any employee receiving Flex Leave)

After 5 years: 8 hours/year of service; after 10 years: daily wage rate x 12 hours/years of service; OR a percentage of accumulated sick leave, 20% if separation occurs after 10 years but before 15 years; 25% 15 to 20 years; 33 1/3% after 20 years.

D. WAGE MEETINGS, UNION MEETINGS

The EMPLOYER hereby permits UNION officers to attend certain meetings called by the EMPLOYER for negotiations on duty if the meeting time scheduled for a time when the UNION officer is normally off duty.

When UNION meetings are called, members shall be allowed to attend, subject to calls where police services are required.

E. WORKING CONDITIONS

The EMPLOYER agrees to make every effort possible to provide safe working conditions by employing adequate manpower and safe equipment.

F. RESIDENCY

All EMPLOYEES will establish residency at a distance which will allow the EMPLOYEE to reach the City Hall from his or her home by the most direct route by automobile within 30 minutes. The EMPLOYEE shall maintain a telephone in working order at all times.

G. HOLIDAY PAY

An EMPLOYEE required to work a shift on New Year's Day, Martin Luther King's Day, Presidents' Day, Easter, Memorial Day, Juneteenth, 4th of July, Labor Day, Veterans' Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve or Christmas, shall be eligible for holiday pay. For the purpose of this section, if 50% or more of a full work shift falls on one of the holidays, the full shift shall be compensated at holiday pay. If less

than 50% of any full shift falls on one of the above holidays, no holiday pay shall be paid.

Holiday pay shall be 1/2 times the basic hourly rate, making the full compensation for a holiday shift one and one-half (1½) times the basic hourly pay rate. However, for hours that are worked in excess of Employee's regularly scheduled shift on a holiday, Employee's shall be compensated at two (2) times their regular base rate of pay. Under no circumstances will the total compensation for the work on a Holiday exceed two (2) times the basic pay rate.

H. STANDBY PAY

EMPLOYEES required by the EMPLOYER to standby shall be paid for standby time at the rate of one hour's pay for each hour on standby.

I. P.O.S.T. LICENSE

The Employer shall pay the P.O.S.T. license fees for Employees.

J. ON CALL PAY

When the EMPLOYER requires that the Investigative Sergeant be available for work and be able to report for work in less than two hours, the employee shall be compensated at the rate of \$25.00 for each day on-call. Employees will forfeit one day of On-Call pay and may be subject to disciplinary action for each day that they are unable to report to work or cannot be located.

ARTICLE 22 TUITION REFUND

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

ARTICLE 23 POST EMPLOYMENT HEALTH CARE SAVINGS PLAN

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

23.2 Each member of the union shall contribute the following amounts to the Plan:

- 1% of gross salary

ARTICLE 24 ADVANCE RESIGNATION NOTICE PROGRAM

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

The City's Advance Resignation Notice Program is designed to improve the efficiency and stability of the City's workforce by encouraging employees to give the City advance notice of their intent to resign. The purpose of this program is to begin the process of replacing an employee who is leaving the City as soon as possible after notice is received. This will reduce the time that the position remains unfilled.¹

This program is available to regular full-time non-union employees and any regular full-time union employees whose union has adopted this policy into their contract.

In order to be eligible for an Advance Notice payment an employee must give at least 60 days notice before his or her last day of work². The agreement must be signed by both the employee and the City Manager in order to be effective. The City reserves the right to refuse to enter into this agreement with any employee.

The City will provide the following compensation for advance notice:

Sixty (60) days:	\$325.00
Ninety (90) days:	\$600.00
One Hundred and Twenty (120) days:	\$925.00
One Hundred and Eighty (180) days:	\$1,300.00

Payment will be made after the termination date³.

An employee has ten (10) days from the date they sign the agreement to rescind the decision. After this, it is not possible for an employee to change their mind about resigning. There will no longer be a position available after the agreed upon termination date. Refusing the Advance Notice payment will not void the agreement.

If any other union or non-union employees receive any increase to the advance resignation program, the increase will be applicable to all members of the bargaining unit.

ARTICLE 25 DURATION

This AGREEMENT shall be effective January 1, 2024 and shall remain in full force and effect

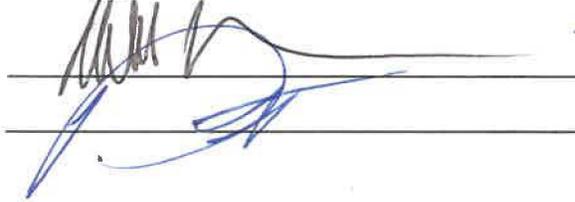
¹ The City reserves the right to not replace any employee who resigns or to modify the position and duties prior to hiring a new employee. This decision will not affect an employee's eligibility for an Advanced Notice payment.

² The last day of work is defined, for this program, as the last day that an employee will be actively working for the City. The employee may use accumulated vacation or flex leave to extend his or her termination date, which is defined as the last day the employee is on the payroll.

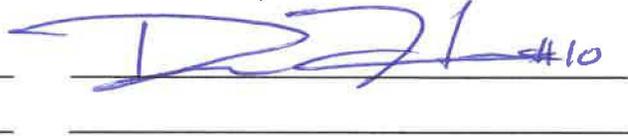
³ Payments are subject to taxation.

until the thirty-first day of December 2026, inclusive. In witness whereof, the parties have executed this AGREEMENT on the 3rd Day of October, 2023.

FOR THE CITY OF HOPKINS



FOR L.E.L.S., LOCAL #171:



APPENDIX 2

Drug and Alcohol Testing Agreement

1. PURPOSE

- 1.01 The purpose of this policy is to provide written guidelines in compliance with MN Statutes 181.950-181.957 for requesting or requiring employees or job applicants to undergo drug and/or alcohol testing.

2. DEFINITIONS

- 2.01 For purposes of this policy, the following definitions will apply:
- a. "City" means the City of Hopkins.
 - b. "Commissioner" means the Commissioner of the Minnesota Department of Health.
 - c. "Confirmatory test" and "confirmatory retest" mean a drug or alcohol test that uses a method of analysis approved by the Commissioner under MN Stat. 181.953, Subd. 1, as being reliable for providing specific data as to the drugs, alcohol, or their metabolites detected in an initial screening test.
 - d. "Drug" means a controlled substance as defined in MN Stat. 152.01, Subd. 4.
 - e. "Drug and alcohol testing", "drug or alcohol testing," and "drug or alcohol test" mean analysis of a body component sample approved by the Commissioner under MN Stat. 181.953, Subd. 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.
 - f. "Employer" means the City Manager and anyone appointed by the City Manager to a regular position with the City who is paid through the City's payroll system.
 - g. "Initial screening test" means a drug or alcohol test that uses a method of analysis approved by the Commissioner under MN Stat. 181.953, Subd. 1, as being capable of providing data as to general classes of drugs, alcohol, or their metabolites.
 - h. "Job applicant" means a person who applies to become an employee of the City and has received a job offer made contingent on the person passing drug testing.
 - i. "Medical Review Officer" means the individual at Park Nicollet who will receive all laboratory results.
 - j. "Positive test result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested by a confirmatory test in levels at or above the threshold detection levels set by the Department of Health rules. An alcohol test will be considered positive if the testee has an alcohol concentration level of at least .05.
 - k. "Reasonable suspicion", means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
 - l. "Threshold detection level" means the level at which the presence of a drug, drug metabolite, or alcohol can be reasonably expected to be detected by a confirmatory test by a certified laboratory.

3. CIRCUMSTANCES UNDER WHICH TESTING MAY OCCUR.

- 3.01 Drug testing is required for all job applicants, as defined in Section 2.01 of this policy.
- 3.02 Drug and alcohol testing may be requested or required during on duty hours if the city has a reasonable suspicion that a current employee:
 - a. Is under the influence of drugs or alcohol; or
 - b. Has violated the City's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the employee is working or while the employee is on the City's premises or operating the City's vehicle, machinery, or equipment; or
 - c. Has sustained or caused another person to sustain substantial bodily harm or greater (as defined in Minnesota Statutes 609.02, subdivision 7a); or
 - d. Has caused a work related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work related accident.
 - e. Employees who have been referred by the City for chemical dependency treatment or evaluation or who are participating in a chemical dependency treatment program as a result of a positive drug or alcohol test or is participating in a chemical dependency treatment program under an employee benefit plan. Such employees will be required to undergo drug or alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two years following completion of any prescribed chemical dependency treatment program.
 - f. Has discharged a firearm other than (a) on a target range, or (b) while conducting authorized ballistics tests, or (c) as authorized by Hopkins Police Department General Order 101.21 concerning destruction of animals.

4. CITY REQUIREMENTS AND PROCEDURES

- 4.01 The City will post and maintain a notice in appropriate and conspicuous locations at its facilities that this policy has been adopted and that copies are available for inspection at specified locations.
- 4.02 The City will use a facility for drug and/or alcohol testing which has been licensed by the Department of Health.
- 4.03 Before a job applicant or employee is required to submit to an alcohol and/or drug test, the City will provide a form on which shall:
 - a. indicate whether the employee or job applicant has seen the City's drug and alcohol testing policy, and
 - b. indicate that the employee or job applicant consents or does not consent to the drug test. Failure to sign the consent form means that the employee or job applicant refuses to submit to an alcohol and/or drug test.

- 4.04 The City's designated laboratory will automatically perform a confirmatory test on all samples that test positive. No adverse personnel action will be taken based on an initial screening test that has not been verified by a confirmatory test.
- 4.05 Within three business days of the City's receipt of the results, the City will notify the employee or job applicant of the results of the alcohol and drug test and of the individuals rights specified in Sections 6 and 7 below and MN Statute 181.953, Subd. 10 and 11.

5. RIGHTS OF EMPLOYEES AND JOB APPLICANTS TO REFUSE TESTING

- 5.01 Applicants. If a job applicant for an affected position refuses to submit to a drug test, any offer of employment shall be withdrawn and the City shall not consider the individual for employment.
- 5.02 Employees. Employees who refuse to submit to an alcohol and/or drug test under the circumstances enumerated in this policy may be subject to discipline up to and including dismissal.

6. EFFECT OF POSITIVE CONFIRMATORY TEST

- 6.01 Applicants. If a job applicant for an affected position tests positive on a confirmatory test for drugs, any offer of employment shall be withdrawn and the City shall not consider the individual for employment.
- 6.02 Employees. Employees who test positive for alcohol and/or drugs for the first time, will be given the opportunity to enter a City-approved drug and/or alcohol counseling or rehabilitation program at the individual's own expense or through the employee's health care provider. The City will consult with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency before approving a program. Employees who refuse to enter or fail to complete a program, may be dismissed.

Employees who elect to enter a program will be required to submit to alcohol and or drug testing every six months. An employee who tests positive or refuses to submit to a test during the first two years following entrance to such a program will be dismissed immediately. This requirement for testing shall only apply to employees who enter such a program as a result of a positive drug or alcohol test.

- 6.03 Explained Results. If a positive confirmatory test is caused by a drug prescribed for the employee or an over the counter substance consumed in accordance with instructions, the City will not take disciplinary action toward an employee or withdraw a job offer. However, if the substance significantly impairs the employee's ability to perform assigned duties or creates a safety risk, the City may reassign the employee to a position whose duties can be safely and adequately performed, if one is available, or place the employee on sick leave.

7. EMPLOYEE AND JOB APPLICANT RIGHTS AFTER A TEST

- 7.01 If an employee or job applicant tests positive for drug use, the employee shall be given written notice of the right to explain the positive test and the City may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of; or explanation for, a positive test result.
- 7.02 Within five days after receiving notification of a positive test result, an individual may submit any information to explain the result and request in writing a confirmatory retest of the original sample at the employee's or job applicant's own expense. No adverse personnel action will be taken if the confirmatory retest does not confirm the original test.
- 7.03 An employee or job applicant may request and receive from the City, a copy of the drug or alcohol test result report.

8. APPEAL PROCEDURE.

- 8.01 Employees may appeal decisions made by the City under this policy through the remedies available through their collective bargaining units. Employees, who are not represented by a collective bargaining unit, may appeal decisions through remedies available in the City's personnel policy. The City will not retaliate against an employee for pursuing an appeal or the other remedies provided in Minn. Stat. 181.956. An employee may also appeal under the Veteran's Preference Act, if eligible.

9. MISCELLANEOUS.

- 9.01 The City's designated laboratory shall disclose test result data only to the City Manager or the Assistant City Manager of the City of Hopkins.
- 9.02 Test result reports and other data acquired by the City in the drug or alcohol testing process is private data on individuals pursuant to Minnesota Statutes. The City will disclose the information internally to management and confidential employees with a need to know and to the tested individual. The information will not be released to any third party without the written consent of the tested individual except under the following circumstances.
 - a. The data may be used in an arbitration proceeding pursuant to a collective bargaining agreement, a veteran's preference hearing, other applicable state or local law, or a judicial proceeding, provided that the information is relevant to the hearing or proceeding.
 - b. The information may be disclosed to a federal agency or other unit of the United States government as required by federal law, regulation, order, or contract.
 - c. The information may be disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.
- 9.03 Positive tests result from the City's drug or alcohol testing program will not be used as

evidence in a criminal action against an employee or job applicant.

- 9.04 The City may suspend an employee requested to submit to testing if the City believes that it is reasonably necessary for the protection of the individual, other employees, or the public. The suspension will be with pay pending receipt of the test result, unless the employee has violated a city policy or work rule that justifies a suspension without pay regardless of the test result. In lieu of suspension, the City may temporarily transfer the employee to another position at the same rate of pay. Positive test results will be handled in accordance with Section 5, Effect of Positive Confirmatory Test, of this Policy. It shall be the responsibility of the City Manager to determine the date a suspended employee may return to work.
- 9.05 The City Manager shall be responsible for implementing this policy.

Revised: January 2002



Finance Department

CITY OF HOPKINS

City Council Report 2024-040

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

From: Nicholas Bishop, Finance Director

Date: April 2, 2024

Subject: Ratify Checks Issued in March 2024

RECOMMENDED ACTION

MOTION TO Ratify Checks issued between March 1, 2024 and March 28, 2024 with numbers 134093 thru 134386 for total distribution of \$943,119.61.

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.

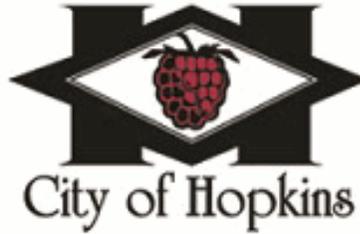
SUPPORTING INFORMATION

- Check Register

Accounts Payable

Checks by Date - Summary by Check Date

User: cdahlstrom@hopkinsmn.com
Printed: 3/28/2024 9:58 AM



1010 First Street South
Hopkins, MN 55343

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

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
134093	28422	ADVANCED IMAGING SOLUTIONS	03/07/2024	0.00	3,200.12
134094	01493	AMERICAN PRESSURE, INC	03/07/2024	0.00	499.00
134095	30933	ANCHOR SOLAR INVESTMENTS LLC	03/07/2024	0.00	3,655.84
134096	02047	BADGER METER INC	03/07/2024	0.00	55.51
134097	29012	BARRON COUNTY WASTE TO ENERGY	03/07/2024	0.00	100.00
134098	29817	GARY BINGER	03/07/2024	0.00	4,000.00
134099	02563	BOLTON & MENK, INC	03/07/2024	0.00	9,879.00
134100	29416	CDW GOVERNMENT	03/07/2024	0.00	20,000.00
134101	03160	CENTERPOINT ENERGY MINNEAPOLIS	03/07/2024	0.00	23.49
134102	28981	CHESTNUT CAMBRONNE PA	03/07/2024	0.00	19,203.18
134103	30127	CINTAS CORPORATION NO. 2	03/07/2024	0.00	97.53
134104	26951	COMCAST	03/07/2024	0.00	14.98
134105	26951	COMCAST	03/07/2024	0.00	141.46
134106	26951	COMCAST	03/07/2024	0.00	2.14
134107	30321	CONCRETE SCIENCE LLC	03/07/2024	0.00	2,113.00
134108	31281	CONFLUENCE INC	03/07/2024	0.00	2,711.95
134109	31032	COVERALL NORTH AMERICA	03/07/2024	0.00	5,965.00
134110	28747	CULLIGAN BOTTLED WATER CO	03/07/2024	0.00	204.10
134111	04004	DALCO ENTERPRISES INC	03/07/2024	0.00	315.12
134112	28898	ECM PUBLISHERS INC	03/07/2024	0.00	960.50
134113	31603	ELEVATOR SERVICE HOLDINGS LLC	03/07/2024	0.00	198.45
134114	29491	FERGUSON WATERWORKS #2518	03/07/2024	0.00	895.00
134115	07563	GOODIN COMPANY	03/07/2024	0.00	87.36
134116	07564	GOPHER STATE ONE-CALL, INC	03/07/2024	0.00	106.65
134117	07681	GRAINGER, INC	03/07/2024	0.00	23.14
134118	29377	GRAINGER, INC	03/07/2024	0.00	140.00
134119	31143	SARA HALPERN	03/07/2024	0.00	290.00
134120	08627	HOME DEPOT CREDIT SERVICES	03/07/2024	0.00	1,096.28
134121	08576	HOPKINS F.D. RELIEF ASSOC	03/07/2024	0.00	900.00
134122	30269	JANELLE JASPERS JONES	03/07/2024	0.00	520.00
134123	12160	LEAGUE OF MN CITIES	03/07/2024	0.00	63,557.00
134124	29529	LEXISNEXIS RISK SOLUTIONS	03/07/2024	0.00	96.61
134125	31305	MARY MCCALLUM	03/07/2024	0.00	280.00
134126	13167	MENARDS	03/07/2024	0.00	73.63
134127	13179	METROPOLITAN COUNCIL	03/07/2024	0.00	153,181.87
134128	13354	MN BENEFIT ASSOCIATION	03/07/2024	0.00	84.18
134129	13375	MN DEPT OF HEALTH	03/07/2024	0.00	8,590.00
134130	27519	MN DEPT OF TRANSPORTATION	03/07/2024	0.00	2,043.95
134131	31064	MR CUTTING EDGE LLC	03/07/2024	0.00	134.00
134132	30300	NORDIC SOLAR HOLDCO LLC	03/07/2024	0.00	1,697.23
134133	31452	NOW MICRO INC	03/07/2024	0.00	10,761.30
134134	31306	TERRI OSLAND	03/07/2024	0.00	288.00
134135	29468	PARALLEL TECHNOLOGIES	03/07/2024	0.00	2,965.80
134136	16440	PLASTIC BAGMART INC	03/07/2024	0.00	385.40
134137	17806	QWEST CORP	03/07/2024	0.00	61.81
134138	30452	RACO MANUFACTURING & ENGINEER	03/07/2024	0.00	1,800.00
134139	31669	RAMSEY COUNTY	03/07/2024	0.00	20.00

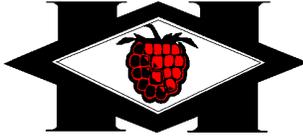
Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
134140	30767	MYRON RUSSELL	03/07/2024	0.00	700.00
134141	28834	SHI INTERNATIONAL CORP	03/07/2024	0.00	168.20
134142	29384	SITEONE LANDSCAPE SUPPLY	03/07/2024	0.00	353.24
134143	29200	SPRINGBROOK SOFTWARE INC	03/07/2024	0.00	1,524.50
134144	29729	T-MOBILE USA, INC.	03/07/2024	0.00	25.00
134145	30093	TRANSUNION RISK AND ALTERNATIV	03/07/2024	0.00	189.00
134146	20687	TRI-STATE BOBCAT INC	03/07/2024	0.00	1,500.00
134147	31515	UNITED LABORATORIES INC	03/07/2024	0.00	373.12
134148	29473	VERIZON WIRELESS	03/07/2024	0.00	1,665.57
134149	29475	VERIZON WIRELESS	03/07/2024	0.00	105.03
134150	30819	VERIZON WIRELESS	03/07/2024	0.00	430.50
134151	31670	VERIZON WIRELESS SERVICES LLC	03/07/2024	0.00	205.00
134152	28123	WRAP CITY GRAPHICS INC	03/07/2024	0.00	210.00
134153	23720	WSB & ASSOCIATES INC	03/07/2024	0.00	1,386.00
134154	23720	WSB & ASSOCIATES INC	03/07/2024	0.00	948.00
134155	25080	XCEL ENERGY	03/07/2024	0.00	6,619.90
134156	25080	XCEL ENERGY	03/07/2024	0.00	43.52
134157	25080	XCEL ENERGY	03/07/2024	0.00	17.58
Total for 3/7/2024:				0.00	339,883.74
134158	01044	ABLE HOSE & RUBBER INC	03/14/2024	0.00	776.50
134159	31331	ACME ELECTRIC MOTOR INC	03/14/2024	0.00	328.98
134160	28600	APPLE VALLEY FORD LINCOLN	03/14/2024	0.00	8.07
134161	30230	BARNA, GUZY & STEFFEN, LTD.	03/14/2024	0.00	187.00
134162	02019	BARNUM COMPANIES INC	03/14/2024	0.00	9,210.00
134163	30899	BAUERS MINNOCO	03/14/2024	0.00	35.01
134164	14571	BLUE TARP FINANCIAL INC	03/14/2024	0.00	533.28
134165	31400	BZDOK INSPECTIONS INC	03/14/2024	0.00	2,443.50
134166	31568	CARE RESOURCE CONNECTION	03/14/2024	0.00	1,000.00
134167	31410	CARLSON PRINTING COMPANY	03/14/2024	0.00	4,352.74
134168	31662	CEMSTONE PRODUCTS COMPANY	03/14/2024	0.00	2,000.00
134169	03160	CENTERPOINT ENERGY MINNEGASC	03/14/2024	0.00	17,188.52
134170	31676	COLLINS BROTHERS TOWING OF ST C	03/14/2024	0.00	839.00
134171	26951	COMCAST	03/14/2024	0.00	136.12
134172	30321	CONCRETE SCIENCE LLC	03/14/2024	0.00	3,000.00
134173	27060	CROWN MARKING INC	03/14/2024	0.00	25.44
134174	04004	DALCO ENTERPRISES INC	03/14/2024	0.00	667.77
134175	31616	DAN LARSON ENTERPRISES INC	03/14/2024	0.00	1,638.12
134176	29006	ENTERPRISE FLEET MANAGEMENT	03/14/2024	0.00	3,894.87
134177	29398	ENTERPRISE FLEET MANAGEMENT	03/14/2024	0.00	2,230.76
134178	31229	KIRI ANN FAUL	03/14/2024	0.00	2,660.00
134179	29491	FERGUSON WATERWORKS #2518	03/14/2024	0.00	7,750.00
134180	06336	FIRST HOSPITAL LAB INC	03/14/2024	0.00	161.94
134181	06567	FORCE AMERICA	03/14/2024	0.00	220.00
134182	07185	GENUINE PARTS	03/14/2024	0.00	870.79
134183	29820	GROUP HEALTH PLAN INC	03/14/2024	0.00	4,823.00
134184	08000	H & L MESABI	03/14/2024	0.00	1,160.00
134185	08001	HACH COMPANY	03/14/2024	0.00	253.40
134186	31675	HEALTHPARTNERS CLINICS	03/14/2024	0.00	45.95
134187	08166	HENNEPIN CTY TREASURER	03/14/2024	0.00	277.80
134188	08223	HENNEPIN CTY TREASURER	03/14/2024	0.00	10,721.32
134189	08336	HIRSHFIELDS	03/14/2024	0.00	431.36
134190	08576	HOPKINS F.D. RELIEF ASSOC	03/14/2024	0.00	90.00
134191	08576	HOPKINS F.D. RELIEF ASSOC	03/14/2024	0.00	50,000.00
134192	09521	INDELCO	03/14/2024	0.00	15.80
134193	31592	INFINITE HEALTH COLLABORATIVE I	03/14/2024	0.00	700.00

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
134194	09578	INNOVATIVE OFFICE SOLUTIONS LLC	03/14/2024	0.00	2,225.06
134195	29249	JR'S ADVANCED RECYCLERS	03/14/2024	0.00	40.00
134196	31674	JUNE TUNES MUSIC INC	03/14/2024	0.00	11,700.00
134197	03369	LEAGUE OF MN CITIES	03/14/2024	0.00	2,610.00
134198	03369	LEAGUE OF MN CITIES	03/14/2024	0.00	425.00
134199	31585	LOCKRIDGE GRINDAL NAUEN PLLP	03/14/2024	0.00	3,333.33
134200	13160	MEDICINE LAKE TOURS	03/14/2024	0.00	968.00
134201	13167	MENARDS	03/14/2024	0.00	578.23
134202	13275	MICRO CENTER	03/14/2024	0.00	49.99
134203	31387	MIDWEST WASH SYSTEMS	03/14/2024	0.00	9.07
134204	30363	MINNEAPOLIS OXYGEN COMPANY	03/14/2024	0.00	94.67
134205	13251	MINNEAPOLIS SAW INC	03/14/2024	0.00	2,165.79
134206	28599	MN PUBLIC RADIO	03/14/2024	0.00	833.00
134207	13760	MTI DISTRIBUTING INC	03/14/2024	0.00	33,253.42
134208	29180	NORTHEAST MPLS ARTS ASSN	03/14/2024	0.00	900.00
134209	29362	OPG-3, INC	03/14/2024	0.00	17,287.00
134210	26974	O'REILLY AUTO PARTS	03/14/2024	0.00	4.50
134211	29468	PARALLEL TECHNOLOGIES	03/14/2024	0.00	2,938.90
134212	16337	PIRTEK PLYMOUTH	03/14/2024	0.00	694.81
134213	16566	POMPS TIRE SERVICE INC	03/14/2024	0.00	9,068.68
134214	29911	POSTMASTER	03/14/2024	0.00	320.00
134215	16687	PRO-TEC DESIGN INC	03/14/2024	0.00	229.50
134216	17806	QWEST CORP	03/14/2024	0.00	198.00
134217	31672	JOHN OR GLORIA RASINSKI	03/14/2024	0.00	47.89
134218	18164	RED WING BUSINESS ADVANTAGE AC	03/14/2024	0.00	74.97
134219	31120	REPUBLIC SERVICES INC	03/14/2024	0.00	33,913.77
134220	19117	SCHERER BROS. LUMBER CO.	03/14/2024	0.00	103.97
134221	31671	JOSEPH ELMER SCHMIT	03/14/2024	0.00	740.00
134222	29537	SMSC ENTERPRISES	03/14/2024	0.00	762.00
134223	31301	SMSC ENTERPRISES	03/14/2024	0.00	2,566.50
134224	30495	SPEEDWAY LLC	03/14/2024	0.00	85.00
134225	19602	SPS COMPANIES INC	03/14/2024	0.00	434.38
134226	20687	TRI-STATE BOBCAT INC	03/14/2024	0.00	186.09
134227	20892	TWIN CITY HARDWARE INC	03/14/2024	0.00	237.94
134228	27981	ULINE INC	03/14/2024	0.00	131.13
134229	29458	VERIZON WIRELESS	03/14/2024	0.00	3,111.71
134230	31673	VERTEX UNMANNED SOLUTIONS LL	03/14/2024	0.00	18,421.00
134231	22563	VOSS LIGHTING	03/14/2024	0.00	84.00
134232	27900	WATER CONSERVATION SERVICES	03/14/2024	0.00	361.44
134233	28123	WRAP CITY GRAPHICS INC	03/14/2024	0.00	590.00
134234	26320	ZIEGLER, INC	03/14/2024	0.00	833.50
Total for 3/14/2024:				0.00	283,289.28
134268	UB*00971	1812 MAINSTREET LLC	03/21/2024	0.00	6.57
134269	29535	ADVANCED ENGINEERING	03/21/2024	0.00	2,846.50
134270	01493	AMERICAN PRESSURE, INC	03/21/2024	0.00	1,434.28
134271	UB*00980	MATTHEW BOATRIGT	03/21/2024	0.00	130.46
134272	02563	BOLTON & MENK, INC	03/21/2024	0.00	86,678.25
134273	02563	BOLTON & MENK, INC	03/21/2024	0.00	87,927.00
134274	27822	BRADS PRO AUDIO	03/21/2024	0.00	1,050.00
134275	UB*00977	PAMELA BRETTINGEN	03/21/2024	0.00	25.00
134276	31677	NANCY S BUNDY	03/21/2024	0.00	182.00
134277	28430	CENTURY LINK	03/21/2024	0.00	18.00
134278	31267	CINTAS CORPORATION	03/21/2024	0.00	93.37
134279	30127	CINTAS CORPORATION NO. 2	03/21/2024	0.00	143.59
134280	30038	CIVICPLUS LLC	03/21/2024	0.00	2,599.97

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
134281	31676	COLLINS BROTHERS TOWING OF ST C	03/21/2024	0.00	125.00
134282	26951	COMCAST	03/21/2024	0.00	404.93
134283	26951	COMCAST	03/21/2024	0.00	161.80
134284	31678	COMO PARK ANIMAL HOSPITAL & LA	03/21/2024	0.00	1,864.58
134285	31678	COMO PARK ANIMAL HOSPITAL & LA	03/21/2024	0.00	355.95
134286	31384	CONSOLIDATED COMMUNICATIONS I	03/21/2024	0.00	171.29
134287	27060	CROWN MARKING INC	03/21/2024	0.00	48.21
134288	31383	DETECTACHEM INC	03/21/2024	0.00	227.40
134289	UB*00969	CHARLES DORN	03/21/2024	0.00	77.97
134290	04690	DRISKILLS FOODS	03/21/2024	0.00	36.94
134291	28898	ECM PUBLISHERS INC	03/21/2024	0.00	61.00
134292	29491	FERGUSON WATERWORKS #2518	03/21/2024	0.00	1,773.11
134293	28294	FINANCE AND COMMERCE	03/21/2024	0.00	318.16
134294	27492	FRIENDS OF THE HOPKINS	03/21/2024	0.00	58.20
134295	07563	GOODIN COMPANY	03/21/2024	0.00	68.00
134296	07681	GRAINGER, INC	03/21/2024	0.00	41.20
134297	29377	GRAINGER, INC	03/21/2024	0.00	385.13
134298	UB*00975	LYNN HARRIS	03/21/2024	0.00	100.00
134299	08038	HAWKINS, INC	03/21/2024	0.00	30.00
134300	30207	HEKA HEALTH, INC.	03/21/2024	0.00	575.00
134301	08166	HENNEPIN CTY TREASURER	03/21/2024	0.00	3,576.40
134302	08179	HENNEPIN CTY TREASURER	03/21/2024	0.00	3,784.60
134303	27248	HENNEPIN CTY TREASURER	03/21/2024	0.00	980.00
134304	UB*00979	WESLEY C HORGEN	03/21/2024	0.00	14.17
134305	29345	IMPACT MAILING OF MN	03/21/2024	0.00	2,485.87
134306	31674	JUNE TUNES MUSIC INC	03/21/2024	0.00	650.00
134307	11583	KONE INC	03/21/2024	0.00	447.57
134308	UB*00978	KOREAN EVANGELICAL	03/21/2024	0.00	206.07
134309	UB*00976	SANDRA K LEACH	03/21/2024	0.00	437.60
134310	UB*00974	KERI LINDQUIST	03/21/2024	0.00	27.36
134311	13047	MARCO	03/21/2024	0.00	15,798.84
134312	31257	SCOTT ANDREWS MARKS	03/21/2024	0.00	320.00
134313	13167	MENARDS	03/21/2024	0.00	54.64
134314	13179	METROPOLITAN COUNCIL	03/21/2024	0.00	12,300.75
134315	13399	MN SAFETY COUNCIL, INC	03/21/2024	0.00	69.00
134316	UB*00970	BRUCE NORBACK	03/21/2024	0.00	57.08
134317	29437	NORTH AMERICAN SAFETY	03/21/2024	0.00	1,099.93
134318	29317	OFFICE OF MN IT SERVICES	03/21/2024	0.00	132.30
134319	31679	OTSEGO HEATING & AIR CONDITION	03/21/2024	0.00	3,100.00
134320	UB*00981	PARK PLACE LLC	03/21/2024	0.00	8.03
134321	29904	RELENTLESS LLC	03/21/2024	0.00	699.00
134322	29143	SHRED IT USA	03/21/2024	0.00	78.59
134323	19520	SNAP PRINT INC	03/21/2024	0.00	187.60
134324	19581	SOUTHWEST LOCK & KEY	03/21/2024	0.00	407.80
134325	19824	SUNSHINE CAR WASH	03/21/2024	0.00	89.68
134326	UB*00972	DARRELL J SYKES	03/21/2024	0.00	95.98
134327	20120	TDS METROCOM - MN	03/21/2024	0.00	81.46
134328	29795	TRANE	03/21/2024	0.00	941.00
134329	20892	TWIN CITY HARDWARE INC	03/21/2024	0.00	209.57
134330	20887	TWIN CITY WATER CLINIC	03/21/2024	0.00	340.00
134331	22321	VIKING ELECTRIC SUPPLY INC	03/21/2024	0.00	37.44
134332	UB*00973	GLORIA F WILES	03/21/2024	0.00	4,429.00
134333	28123	WRAP CITY GRAPHICS INC	03/21/2024	0.00	155.00
Total for 3/21/2024:				0.00	243,321.19
134334	29270	A-1 OUTDOOR POWER INC	03/28/2024	0.00	261.46

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
134335	31331	ACME ELECTRIC MOTOR INC	03/28/2024	0.00	99.97
134336	30728	AFSCME COUNCIL 5	03/28/2024	0.00	807.06
134337	30933	ANCHOR SOLAR INVESTMENTS LLC	03/28/2024	0.00	3,655.84
134338	27839	BATTERIES R US	03/28/2024	0.00	89.83
134339	14571	BLUE TARP FINANCIAL INC	03/28/2024	0.00	593.48
134340	28987	CENTER FOR ENERGY & ENVIRONME	03/28/2024	0.00	650.00
134341	28430	CENTURY LINK	03/28/2024	0.00	739.13
134342	03331	CITY OF ST LOUIS PARK	03/28/2024	0.00	3,245.84
134343	26951	COMCAST	03/28/2024	0.00	286.85
134344	03635	CONTINENTAL RESEARCH CORP	03/28/2024	0.00	353.26
134345	03808	CUMMINS SALES AND SERVICE	03/28/2024	0.00	750.00
134346	04168	DEM-CON LANDFILL, INC	03/28/2024	0.00	362.12
134347	28898	ECM PUBLISHERS INC	03/28/2024	0.00	408.20
134348	30330	FAE LSE 6 LLC	03/28/2024	0.00	4,741.41
134349	30601	FAE LSE 8 LLC	03/28/2024	0.00	4,876.95
134350	29491	FERGUSON WATERWORKS #2518	03/28/2024	0.00	5,160.40
134351	29377	GRAINGER, INC	03/28/2024	0.00	253.16
134352	31474	GRANITE TELECOMMUNICATIONS LI	03/28/2024	0.00	130.16
134353	08001	HACH COMPANY	03/28/2024	0.00	716.13
134354	08038	HAWKINS, INC	03/28/2024	0.00	4,879.37
134355	31342	HI-LINE ELECTRIC COMPANY INC	03/28/2024	0.00	642.49
134356	08336	HIRSHFIELDS	03/28/2024	0.00	471.60
134357	08627	HOME DEPOT CREDIT SERVICES	03/28/2024	0.00	3,936.26
134358	08625	HOPKINS POLICE ASSOCIATION	03/28/2024	0.00	980.00
134359	30941	HOPKINS POLICE CRIME FUND	03/28/2024	0.00	42.28
134360	09801	I.U.O.E. CENTRAL PENSION FUND	03/28/2024	0.00	2,000.00
134361	31457	INTECH SOFTWARE SOLUTIONS INC	03/28/2024	0.00	5,566.00
134362	12012	LAW ENFORCEMENT LABOR SERVICE	03/28/2024	0.00	476.82
134363	28103	LIBERTY TIRE RECYCLING LLC	03/28/2024	0.00	75.65
134364	30392	CIGNA LIFE INS COMP OF AMERICA -	03/28/2024	0.00	661.62
134365	30023	CIGNA LIFE INS COMP OF N AMERICA	03/28/2024	0.00	1,028.39
134366	30391	THE HARTFORD LTD	03/28/2024	0.00	2,457.20
134367	13167	MENARDS	03/28/2024	0.00	383.52
134368	31362	MINNESOTA TRUCK AND TRAILER SC	03/28/2024	0.00	3,480.00
134369	13760	MTI DISTRIBUTING INC	03/28/2024	0.00	165.00
134370	15441	OLSEN CHAIN AND CABLE CO INC	03/28/2024	0.00	81.98
134371	15521	ON SITE COMPANIES	03/28/2024	0.00	829.00
134372	28245	QUADIANT FINANCES USA INC	03/28/2024	0.00	2,046.55
134373	14188	QUADIANT LEASING INC	03/28/2024	0.00	2,058.03
134374	08568	RESOURCE WEST	03/28/2024	0.00	8.44
134375	30119	ROBERT W. REUTIMAN, JR.	03/28/2024	0.00	150.00
134376	19004	SAMARITAN TIRE COMPANY	03/28/2024	0.00	356.00
134377	19117	SCHERER BROS. LUMBER CO.	03/28/2024	0.00	412.55
134378	29384	SITEONE LANDSCAPE SUPPLY	03/28/2024	0.00	536.50
134379	30390	THE HARTFORD STD	03/28/2024	0.00	3,410.12
134380	20560	TOLL GAS & WELDING SUPPLY	03/28/2024	0.00	107.37
134381	20687	TRI-STATE BOBCAT INC	03/28/2024	0.00	6,101.64
134382	31680	TWIN CITIES FLAG SOURCE INC	03/28/2024	0.00	909.75
134383	27981	ULINE INC	03/28/2024	0.00	999.94
134384	21523	UNION LOCAL 49	03/28/2024	0.00	875.00
134385	21529	UNITED WAY	03/28/2024	0.00	38.46
134386	30017	VERIZON WIRELESS	03/28/2024	0.00	2,276.62
Total for 3/28/2024:				0.00	76,625.40

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
Report Total (261 checks):				0.00	943,119.61



Finance Department
Public Work Department

CITY OF HOPKINS

City Council Report 2024-041

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

From: Nick Bishop, Finance Director
Don Olson, Facilities Superintendent

Date: April 2, 2024

Subject: Amend 2024-2028 Capital Improvement Plan

RECOMMENDED ACTION

MOTION TO approve an amendment to the 2024-2028 Capital Improvement Plan increasing the cost of the Parking Ramp Roof Replacement by \$20,000.

OVERVIEW

The City Council approved the 2024-2028 Capital Improvement Plan (CIP) on November 21, 2023. The approved CIP included the replacement of all four roofs at the City's parking ramp with an estimated cost of \$75,000. City staff received three bids for the work ranging from \$95,000 to \$99,685. All bidders cited increased labor and material costs as a likely reason bids were higher than estimated in the CIP.

The CIP planned to use \$259,640 of its fund balance in 2024 to fund projects and end the year with a positive \$272,004 fund balance. The amended amount will change this projection to end 2024 with a positive \$252,004 fund balance.

SUPPORTING INFORMATION

- Project Detail for 23-CIP-B104 (as amended)

CAPITAL IMPROVEMENT PLAN

2024 *thru* 2028

City of Hopkins, MN - CIP

Department Public Works: Bldg/Equip Ser

Contact Facilities Director

Type Improvement

Useful Life

Category Trans: Parking Facilities

Priority 1 Urgent

Project # 23-CIP-B104
Project Name Parking Ramp Roof Replacement

Future

Total Project Cost: \$95,000

Description

Replace all four roofs at the parking ramp.

Justification

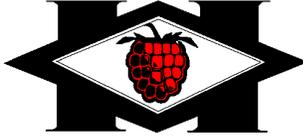
Roofs were identified in the roof study as in need of replacement.

Expenditures	2024	2025	2026	2027	2028	Total
Construction/Maintenance	95,000					95,000
Total	95,000					95,000

Funding Sources	2024	2025	2026	2027	2028	Total
CI - Capital Improvement Fund	95,000					95,000
Total	95,000					95,000

Budget Impact/Other

Increased 2024 amount by \$20,000 from original 2024-2028 CIP. Capital improvement fund has available Fund Balance to absorb additional cost. Amendment considered by City Council on April 2, 2024.



CITY OF HOPKINS

City Council Report 2024-038

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

From: Kersten Elverum, Director of Planning & Development

Date: April 2, 2024

Subject: 2024 Hopkins Farmer's Market Agreement

RECOMMENDED ACTION

MOTION TO approve the Use Agreement between the City of Hopkins and the Hopkins Farmers Market.

With this motion, the Hopkins Farmers Market will open for the 2024 season on June 15, 2024.

OVERVIEW

The Hopkins Farmers Market is entering its 38th season in Downtown Hopkins. Details regarding operation of the Farmers Market are outlined in the Use Agreement. It will once again be located in the southern portion of Lot #300, with the exception of June 22, 2024, when it will be moved to the Artery due to Hopkins Food Truck Festival. The northern portion of the lot will remain open for parking. The Farmers Market will operate Saturday mornings, 7:30 am to noon, June 15th through October 26th.

The agreement also gives the Farmer's Market the opportunity to park their trailer in Lot #300 during the term of the market, with the condition it will be moved as needed. They have requested this for the sake of logistics. Staff has reserved the right, through the Use Agreement, to require the trailer moved if it is determined that it is not in the best interest of the City but otherwise gives them permission.

The Hopkins Farmers Market is well-established and has a long history with the City of Hopkins. The Market brings many visitors to Hopkins, provides for fresh produce and helps to strengthen the social community in Hopkins. Because of these community benefits, staff is supportive of the use of Lot #300.

SUPPORTING INFORMATION

- 2024 Farmer's Market Use Agreement

USE AGREEMENT

THIS **USE AGREEMENT** (“Agreement”) is made the ___ day of _____, 2024, (the “Effective Date”) by and between the **CITY OF HOPKINS**, a Municipal Corporation (“City”), located at 1010 First Street South, Hopkins, Minnesota 55343, and **THE HOPKINS FARMERS MARKET**, a non-profit association (“Growers”) located in c/o Gwen Smith, 10091 Pilgrim Way, Maple Grove, MN 55369.

WHEREAS, Growers is an association of individuals who produce fruits, vegetables, and other grown products and hand-crafted items, which are sold to the general public at open-air markets;

WHEREAS, both parties desire that Growers operate a Farmers Market in the City, in order to provide an opportunity to sell Growers’ products and afford the City and its residents opportunities for civic engagement and commerce.

NOW, THEREFORE, in consideration of the mutual benefits received by both parties, it is agreed:

1. The City will grant Growers exclusive use of the south portion of Public Parking Lot # 300, as shown on the attached **Exhibit A** in dashed lines.

(“Use Area”) to operate a Saturday Farmers Market (“Farmers Market”) (i.e., erect stands and sell products to the general public), as permitted herein.

2. The Farmers Market shall be subject to the following:

- a. For each Saturday operation of the Farmers Market, the City will provide blockades for Growers for the purpose of demarcating the Use Area. Growers shall place them where needed and remove and stack them neatly at the end of each sale day for the City to pick up.

- b. Growers shall be authorized to arrange for and direct the locations of no more than two Food Trucks to operate at any one time within the Use Area while the market is open to the public as set forth in this Agreement. Per City Policy 5-J Mobile Food Units, Section 8.03, event organizers are required to provide the City with a list all of all mobile food unit vendors that will be at any event(s).
 - c. The Growers shall ensure any and all Food Trucks operating at the market to meet all state licensing and other requirements and regulations that are applicable to them.
3. The right to utilize the Use Area for the Farmers Market shall commence on June 15, 2024, and shall terminate on October 26, 2024; in addition, Growers shall have the right to utilize the Use Area pursuant to Paragraph 5 (“Term”).
4. The operation of a Farmers Market in the Use Area is also subject to the following conditions:
 - a. The operation of a Farmers Market is limited to Saturdays between the hours of 7:30 a.m. and noon, with the exception of June 22, 2024, on which date the City does not permit operation of a Farmers Market at the Public Parking Lot #300 location if it is requested to be used for Hopkins Food Truck Festival activities. On this date, the Farmers Market may operate on 8^h Avenue between 1st Street South and Mainstreet (the Artery), subject to approval of a separate Special Events permit.
 - b. The Growers shall furnish appropriate refuse containers, as required by the City, and remove refuse and other waste material after each Farmers Market.

c. The Growers shall provide a market manager to represent Growers on the site during each Farmers Market. Said manager or someone designated by him shall be responsible for all advertising, administrative activities, promotions, and communications with the City and the general public concerning sale activities.

d. Growers shall be responsible to ensure that its operation of a Farmers Market is in compliance with, at all times, local, state and federal rules and regulations.

5. In addition to the term for the operations of a Farmers Market described above, the City grants Growers the additional right to distribute pre-ordered turkeys at the Use Area on Tuesday, November 26, 2024, from 2 p.m. to 6 p.m., subject to all terms and conditions described herein.
6. The City of Hopkins will allow the market trailer (license # MN ABSJ268) to be parked in the lot during market season (Mid-June thru October) using one parking space, location to be approved by City Staff. The trailer will be moved out of Lot #300 on June 22, 2024, if needed. The Growers agree to move the trailer at any other time the City requests it to be moved. The City assumes no responsibility for the trailer.
7. Growers may not sub-lease or otherwise assign this Agreement. This Agreement shall not be deemed an approval for any other permits or approvals required by the City and/or any other governmental entity for the operation of the Farmers Market.
8. Growers shall indemnify, defend, and hold the City, and its respective officers, employees, and agents, harmless from and against any and all losses, claims, actions, and expenses that may arise from or out of the activities conducted or carried on by Growers directly or

indirectly in any respect whatsoever related to the Growers operation of a Farmers Market within the Use Area.

9. Growers shall provide the City with a Certificate of Liability Insurance, effective at a minimum, from during the Term, with a minimum coverage of the City's statutory tort liability, which is currently \$1,500,000.00, and making the City an additional insured. The sufficiency of the Certificate of Liability Insurance is subject to review and approval by City Staff. The above-mentioned Certificate of Liability Insurance must be submitted to the City, on a form approved by the City, prior to the commencement of the operation of a Farmers Market within the Use Area.
10. The City may terminate this Agreement at any time with or without cause by giving 30 days written notice to the Growers at the address indicated above. Sections 7 and 8 of this Agreement shall survive termination.
11. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota.
12. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
13. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.
14. Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by U.S. Mail or hand-delivered to the respective address of each party as set forth in the beginning of this Agreement.

15. The parties acknowledge that this Agreement is an agreement to operate a Farmers Market in the Use Area described herein and does not confer any estate or interest to Growers nor does it create a partnership or joint venture between the City and Growers. All costs of doing business, including but not limited to supplies and equipment, will be the sole responsibility of Growers at its sole expense.

IN WITNESS WHEREOF, the parties have signed this Agreement on the _____ day of April, 2024.

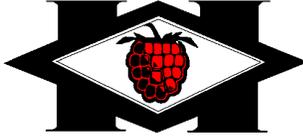
THE HOPKINS GROWERS' ASSOCIATION

CITY OF HOPKINS

By: _____
Gwen Smith, President
10091 Pilgrim Way
Maple Grove, MN 55369

By: _____
Patrick Hanlon, Mayor

By: _____
Michael J. Mornson, City Manager



CITY OF HOPKINS

City Council Report 2024-036

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

From: Sean Moilanen, Utilities Superintendent

Date: April 2, 2024

Subject: Award Contract; SCADA Fiber Project – City Project 2024-002

RECOMMENDED ACTION

MOTION TO Adopt Resolution 2024-028, Resolution Accepting Bids, 2024 SCADA Fiber Project, City Project 2024-002

OVERVIEW

This project is part of the 2024 CIP that was approved on November 21, 2023. The bid opening for the 2024 SCADA fiber project was held March 22, 2024. There were bids from Electrical Production Services, Inc, Honda Electric, Inc and Castrejon Incorporated. Electrical Production Services, Inc came in lowest. The base bid was \$266,034.10. Electrical Production Services, Inc has a good reputation with previous similar projects in the wider metro area. Staff is recommending award of the project contract to Electrical Production Services.

SUPPORTING INFORMATION

- Resolution 2024-028
- Abstract of Bid
- Bid Tab

ANALYSIS OF ISSUES

Project Summary

Our current system of monitoring and controlling our critical infrastructure can be vulnerable to hackers and environmental conditions. Our current radio signals can be intercepted by unauthorized individuals using radio scanners or other devices. By converting the current system to fiber optic, our critical infrastructure will be much more protected from unauthorized people, and environmental conditions.

Bid Results and Analysis

Contractor	Base Bid
Electrical Production Services, Inc	\$266,034.10
Honda Electric, Inc	\$507,670.00
Castrejon Incorporated	\$594,042.40
Engineers Estimate	\$324,050.00

Project Costs

Based on the bid the total estimated project cost is \$266,034.10. This bid comes in under the engineers estimate, the project is under the CIP budgeted amount of \$350,000.00. This item will be paid for from the water fund.

Project Schedule

Award Contract	April 2, 2024
Begin Project	Spring 2024
Complete Project	Fall 2024

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION NO. 2024-028

**RESOLUTION FOR AWARD OF CONTRACT
2024 SCADA FIBER PROJECT 2024-002**

BE IT RESOLVED BY THE CITY COUNCIL OF HOPKINS, MINNESOTA, that the lowest bid of Electrical Production Services in the amount of \$266,034.10 is the lowest responsible bid for the 2024 SCADA Fiber, City Project 2024-002, and the Mayor and City Manager are hereby authorized and directed to enter into a contract with said bidder for and on behalf of the City.

Adopted by the City Council of the City of Hopkins, Minnesota, this 2nd day of April, 2024.

By _____
Patrick Hanlon, Mayor

ATTEST:

Amy Domeier, City Clerk

Hopkins 2024 City Fiber Project 0T1.132920 (#9007138)

Owner: Hopkins MN, City of

Solicitor: Bolton & Menk, Inc.

03/22/2024 10:00 AM CDT

Line Item	Item Description	Unit	Quantity	Engineer Estimate		Electrical Production Services, Inc.		Honda Electric, Inc.		Castrejon Incorporated	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	MOBILIZATION	LUMP SUM	1	\$10,000.00	\$10,000.00	\$1.00	\$1.00	\$25,000.00	\$25,000.00	\$4,000.00	\$4,000.00
2	TRAFFIC CONTROL	LUMP SUM	1	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$7,800.00	\$7,800.00	\$2,500.00	\$2,500.00
3	1.25" NMC DIRECTIONAL BORE	LIN FT	20600	\$7.50	\$154,500.00	\$8.22	\$169,332.00	\$9.85	\$202,910.00	\$19.00	\$391,400.00
4	30" X 48" X 36" HANDHOLE	EACH	26	\$1,000.00	\$26,000.00	\$1,153.85	\$30,000.10	\$3,625.00	\$94,250.00	\$2,200.00	\$57,200.00
5	144 STRAND FIBER OPTIC CABLE	LIN FT	11000	\$3.00	\$33,000.00	\$3.70	\$40,700.00	\$4.50	\$49,500.00	\$4.21	\$46,310.00
6	TRACER WIRE	LIN FT	10500	\$1.00	\$10,500.00	\$0.20	\$2,100.00	\$0.28	\$2,940.00	\$0.65	\$6,825.00
7	LOCATE POST	EACH	26	\$100.00	\$2,600.00	\$45.00	\$1,170.00	\$180.00	\$4,680.00	\$132.00	\$3,432.00
8	3" BITUMINOUS PATCH	SQ YD	400	\$50.00	\$20,000.00	\$18.00	\$7,200.00	\$90.00	\$36,000.00	\$22.80	\$9,120.00
9	4" BITUMINOUS STREET PATCH	SQ YD	150	\$65.00	\$9,750.00	\$18.00	\$2,700.00	\$96.00	\$14,400.00	\$25.60	\$3,840.00
10	4" CONCRETE WALK	SQ FT	725	\$20.00	\$14,500.00	\$10.00	\$7,250.00	\$22.00	\$15,950.00	\$30.40	\$22,040.00
11	6" CONCRETE WALK/DRIVEWAY	SQ YD	60	\$150.00	\$9,000.00	\$10.00	\$600.00	\$198.00	\$11,880.00	\$60.30	\$3,618.00
12	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	180	\$40.00	\$7,200.00	\$5.50	\$990.00	\$58.00	\$10,440.00	\$97.43	\$17,537.40
13	EROSION CONTROL	LUMP SUM	1	\$5,000.00	\$5,000.00	\$1.00	\$1.00	\$6,500.00	\$6,500.00	\$2,220.00	\$2,220.00
14	TOPSOIL	CU YD	180	\$50.00	\$9,000.00	\$0.50	\$90.00	\$115.00	\$20,700.00	\$60.00	\$10,800.00
15	HYDROMULCH AND SEED MIX	SQ YD	1600	\$5.00	\$8,000.00	\$0.25	\$400.00	\$2.95	\$4,720.00	\$8.25	\$13,200.00
Base Bid Total:					\$324,050.00		\$266,034.10		\$507,670.00		\$594,042.40



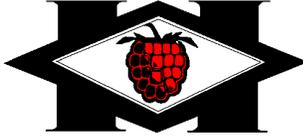
Real People. Real Solutions.

BID TABULATION
2024 City Fiber Project
City of Hopkins
Hopkins, MN
OT1.132920

Bid Taken: Friday, March 22, 2024
Time: 10:00 a.m.

Addendums: None

	BIDDERS	TOTAL BID
1	Electrical Production Services, Inc.	\$266,034.10
2	Honda Electric, Inc.	\$507,670.00
3	Castrejon Incorporated	\$594,042.40



CITY OF HOPKINS

City Council Report 2024-038

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

From: Ryan Krzos, City Planner

Date: April 2, 2024

Subject: First Reading of an Ordinance Amending the Zoning Map for 9451
Excelsior Boulevard – Depot Coffeehouse.

RECOMMENDED ACTION

Following a public hearing, MOTION TO: Adopt Resolution 2024-029 Approving a first reading of Ordinance 2024-1207 Assigning the MX-S Zoning Designation for 9451 Excelsior Boulevard.

OVERVIEW

The City on behalf of the property owner, the Metropolitan Council, requests a Zoning Map Amendment (Rezoning) for 9451 Excelsior Boulevard, the parcel containing the Depot Coffeehouse. The subject parcel also contains a Regional Trailhead and parking for trail users. The site does not have an assigned zoning classification. The request would assign the MX-S, Mixed-Use Suburban Center zoning designation to the property. The Zoning Map Amendment would facilitate an update to the City's permit to occupy the space for the Depot Coffeehouse. The MX-S zone allows for the current food service and entertainment use, as well as the recreational trail use. No modifications to the site or use are proposed. The Planning and Zoning Commission conducted a public hearing and reviewed the application at their March 26, 2024 meeting. Following the public hearing, the Planning and Zoning Commission approved a resolution recommending approval of the request.

BACKGROUND

The railroad was the single most important factor in the development of Hopkins. It brought industry and, in return, jobs and residents. The most important line was the Minneapolis and St. Louis Railroad. The first station for this line was built in 1872 on land acquired from Harley H. Hopkins. His condition was that the station be named Hopkins (rather than West Minneapolis). The original depot was replaced around 1903 with the red brick building present on the site. Passenger cars stopped running on the line in 1960. The station was in operation for freight transportation until approximately 1971 or 1972 when automated switching replaced the need for employees at the station. The last train ran on the Minneapolis and St. Louis tracks on June 21, 1980. The Depot then sat vacant for a while until the building was leased from the Hennepin County Railroad Authority.

In 1994, the Hopkins Chemical Health Commission of the City of Hopkins held a forum with Hopkins High School students and the community to find a solution to the use of chemical substances by the youth in the community. It was decided that students within the community did not have a chemical free space to go to. A solution to this issue was to create a safe, and chemically free coffee house where youth could spend their time. The coffee house aspect was designed to finance the teen development programming and provide the students experience with operations of a business. The teen development program was designed to provide students with an array of resources such as peer tutoring, counseling, computers for schoolwork and entertainment including games, movies, live performances and more. To fulfill the vision, the depot required \$300,000 in renovations. This was accomplished with \$100,000 in grants and \$200,000 in donated materials and labor. Thanks to incredible efforts from the community, The Depot Coffee House opened on September 2, 1998.

The Depot Coffee House is a chemical-free safe zone designed by youth for youth since 1998. The Depot is a space that is currently being utilized by the Youth Advisory Board. The depot serves as a space for youth programming as the board hosts monthly events that take place in and outside of the depot. The board also meets weekly on Fridays to host their board meetings inside the depot. During these meeting, the Youth Advisory Board has final approval and oversees various programs, positions, and organizational changes, operating much like a non-profit board. Each year, a new group is appointed or elects to stay on for another year.

Community Engagement and Comment

The Zoning Map Amendment procedure requires a public hearing. The City published notice of the Planning and Zoning Commission's public hearing in the official paper and mailed notices directly to property owners and residents within 500 feet of the subject property. No community members spoke during the public hearing and the City received no comments on this item.

ANALYSIS

The Hopkins Development code regulates land use and development in the city as a means to implement the vision and policies of the Comprehensive Plan. A central function of the development code is to divide the city into discrete zones, regulated by specific standards in each. Changes to, or assignment of, new zoning designations may occur in the form of a Zoning Map Amendment. In making recommendations and decisions regarding approval of a Zoning Map Amendment, the City must consider at least the following factors:

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

Legal Authority

Decisions on Zoning Map Amendments are considered a legislative action. When considering a legislative action, the City is assigning zoning classifications or creating development standards to regulate the types of uses and/or structures. 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.

Criteria Evaluation

Staff has evaluated the zoning map amendment request and offers the following findings:

Criterion 1 - whether the proposed zoning map amendment is consistent with the comprehensive plan:

The City does not apply a future land use category to rights-of-way in the Comprehensive Plan. Since the depot parcel contains the regional trail, this practice was applied to the subject site. Since the site contains activities beyond right-of-way purposes, the Comprehensive Plan must be amended accordingly to guide the zoning for site; in this case, the Commerce and Employment future land use category. A formal Comprehensive Plan Amendment will be processed in tandem with this request. The Planning and Zoning Commission will hold a public hearing on the Plan Amendment at their May 1, 2024 meeting. City Council and Metropolitan Council approval of the Plan Amendment is required.

The proposed MX-S zoning designation for the site would be consistent with guidance for Commerce and Employment Districts. These areas are envisioned as being contemporary auto-oriented development supporting regional and interstate commerce. Uses in commerce and employment corridors is expected to include a mix of commercial, office, service, medical, research and technology uses. Secondary uses may include retail and office/showroom uses. A characteristic of the commerce and employment district is high visibility and excellent vehicle access. The subject site's location and existing uses are consistent with this guidance. Accordingly, staff finds that this criterion can be met provided the Comprehensive Plan is modified.

Criterion 2 - whether the proposed Zoning Map Amendment corrects an error or inconsistency or will help meet the challenge of a changed or changing condition:

Similar to the future land use map, the City does not apply a zoning designation to properties used as right-of-way. Since the depot parcel is publicly-owned and contains the regional trail, this practice was applied to the site both prior to, and with, the Development Code update. The proposed zoning map amendment would correct the inconsistency of not applying a designation to land used for activities beyond the trail right-of-way facility. The MX-S zone is proposed as it is intended for mixed-use, regional-scale nodes, where residents and visitors may access a mix of predominantly commercial uses, including motor vehicle-related uses, in a walkable environment. Given the location of the site with access to Excelsior Boulevard, and the community draw of the depot and trail facilities, the site aligns with the purposed of this zone. Accordingly, staff finds that this criterion is met.

ALTERNATIVES

1. Vote to approve a first reading of the Zoning Map amendment for 9451 Excelsior Boulevard. A second reading of the Ordinance is required for adoption.

2. Vote to recommend denial of the rezoning request. Should the City Council consider this option, it must also identify specific findings that support this alternative.
3. Continue for further information. If the City finds that further information is needed, the item may be continued.

SUPPORTING INFORMATION

- Ordinance 2024-1207
- Resolution 2024-029
- Current Zoning Map
- Current Future Land Use Map

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

ORDINANCE 2024-1207

**AN ORDINANCE ASSIGNING THE MX-S, MIXED-USE SUBURBAN CENTER ZONE
TO THE PROPERTY AT 9451 EXCELSIOR BOULEVARD
(WITH PID 19-117-21-31-0002)**

THE COUNCIL OF THE CITY OF HOPKINS DOES HEREBY ORDAIN AS
FOLLOWS:

1. That the following described premises is hereby zoned MX-S, Mixed-Use Suburban center.
2. The property to be rezoned, addressed as 9451 Excelsior Boulevard is legally described in Exhibit A.

First Reading:	April 2, 2024
Second Reading:	April 16, 2024
Date of Publication:	April 25, 2024
Date Ordinance Takes Effect:	April 25, 2024

ATTEST:

Patrick Hanlon, Mayor

Amy Domeier, City Clerk

Exhibit A
Legal Description of Subject Parcel

That part of the Southwest Quarter of Section 19, Township 117, Range 2, Hennepin County, Minnesota, bounded and described as follows:

Beginning at a point on the Southerly line of Excelsior Road (now Excelsior Boulevard), as said Road was established prior to the widening and improvement thereof (1978), distant 71.6 feet Northwesterly, measured at right angles, from said original main track center line; thence Southwesterly parallel with said center line a distance of 302.47 feet; thence Southwesterly along a straight line a distance of 636.8 feet to a point on the East line of Washington Avenue, distant 50 feet Northwesterly, measured at right angles, from said original main track center line; thence Southerly along said East line of Washington Avenue a distance of 58 feet, more or less, to a point distant 15 feet Northwesterly, measured at right angles, from the center line of Chicago and North Western Transportation Company (formerly Minneapolis and St. Louis Railway Company) connecting track ICC No. 9, as said track is now located; thence Northeasterly parallel with the center line of said connecting track (and the continuation thereof to the center line of the Westbound main track of the Chicago Milwaukee, St. Paul and Pacific Railroad Company) a distance of 830 feet, more or less, to a point opposite the point of switch for said connecting track (at said last described main track center line); thence Southeasterly radial to the last described course a distance of 3 feet, more or less, to a point distant 50 feet Southeasterly, measured at right angles, from said original (Minneapolis and St. Louis Railway Company) main track center line; thence Northeasterly parallel with said original main track center line a distance of 430 feet, more or less, to a point on the Southerly line of said Excelsior Road; thence Westerly along said Southerly line of Excelsior Road a distance of 315 feet, more or less, to the point of beginning.

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2024-029

**A RESOLUTION APPROVING A FIRST READING OF ORDINANCE 2024-1207
ESTABLISHING THE MX-S, MIXED USE SUBURBAN CENTER ZONING
DESIGNATION FOR THE PROPERTY LOCATED AT
9451 EXCELSIOR BOULEVARD**

WHEREAS, The City, on behalf of the property owner the Metropolitan Council, has requested the MX-S, Mixed Use Suburban Center zoning designation to be assigned for the property at 9451 Excelsior Boulevard with PID: 19-117-21-31-0002; and,

WHEREAS, this property is legally described in Exhibit A; and,

WHEREAS, the procedural history of the application is as follows:

1. That the above stated application was initiated by the City; and,
2. That the Hopkins Planning & Zoning Commission, pursuant to published and mailed notice, held a public hearing on the application and reviewed such application on March 26, 2024 and all persons present were given an opportunity to be heard; and,
3. That written comments and analysis of City staff were considered;
4. That the Hopkins Planning & Zoning Commission reviewed this application during their March 26, 2024 meeting and recommended approval by the City Council; and,

WHEREAS, staff recommended approval of the above stated application based on the findings outlined in Council Report 2024-038 dated April 2, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hopkins hereby approves a first reading of Ordinance 2024-1207 rezoning the property with PID 19-117-21-31-0002, to MX-S, Mixed Use Suburban Center subject to approval of an associated Comprehensive Plan Amendment.

Adopted this 2nd day of April 2024.

ATTEST:

Patrick Hanlon, Mayor

Amy Domeier, City Clerk

Exhibit A
Legal Description of Subject Parcel

That part of the Southwest Quarter of Section 19, Township 117, Range 2, Hennepin County, Minnesota, bounded and described as follows:

Beginning at a point on the Southerly line of Excelsior Road (now Excelsior Boulevard), as said Road was established prior to the widening and improvement thereof (1978), distant 71.6 feet Northwesterly, measured at right angles, from said original main track center line; thence Southwesterly parallel with said center line a distance of 302.47 feet; thence Southwesterly along a straight line a distance of 636.8 feet to a point on the East line of Washington Avenue, distant 50 feet Northwesterly, measured at right angles, from said original main track center line; thence Southerly along said East line of Washington Avenue a distance of 58 feet, more or less, to a point distant 15 feet Northwesterly, measured at right angles, from the center line of Chicago and North Western Transportation Company (formerly Minneapolis and St. Louis Railway Company) connecting track ICC No. 9, as said track is now located; thence Northeasterly parallel with the center line of said connecting track (and the continuation thereof to the center line of the Westbound main track of the Chicago Milwaukee, St. Paul and Pacific Railroad Company) a distance of 830 feet, more or less, to a point opposite the point of switch for said connecting track (at said last described main track center line); thence Southeasterly radial to the last described course a distance of 3 feet, more or less, to a point distant 50 feet Southeasterly, measured at right angles, from said original (Minneapolis and St. Louis Railway Company) main track center line; thence Northeasterly parallel with said original main track center line a distance of 430 feet, more or less, to a point on the Southerly line of said Excelsior Road; thence Westerly along said Southerly line of Excelsior Road a distance of 315 feet, more or less, to the point of beginning.



Excelsior Blvd
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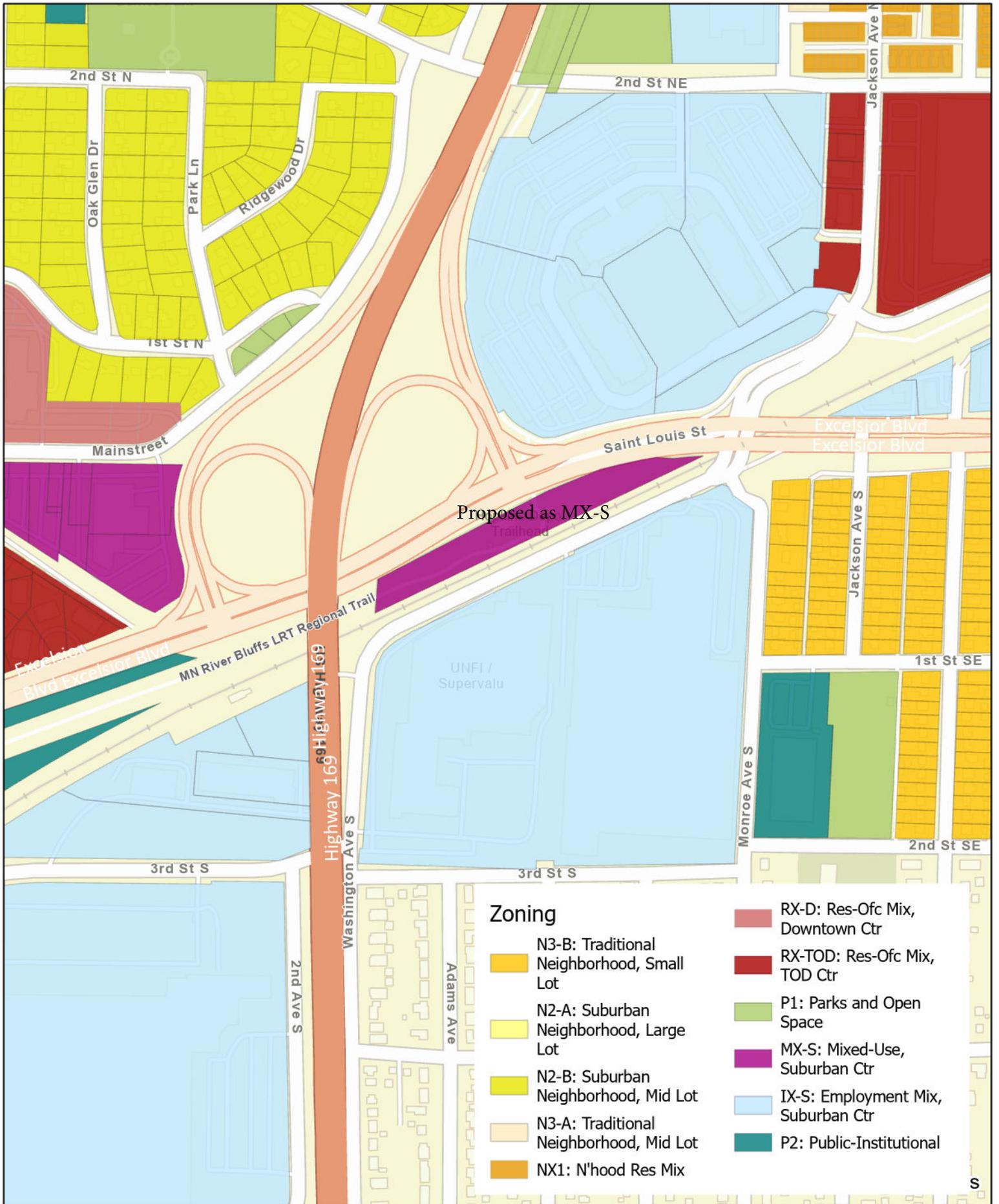
Highway 169

Maxar, Microsoft

City of Hopkins - The Depot

3/15/2024

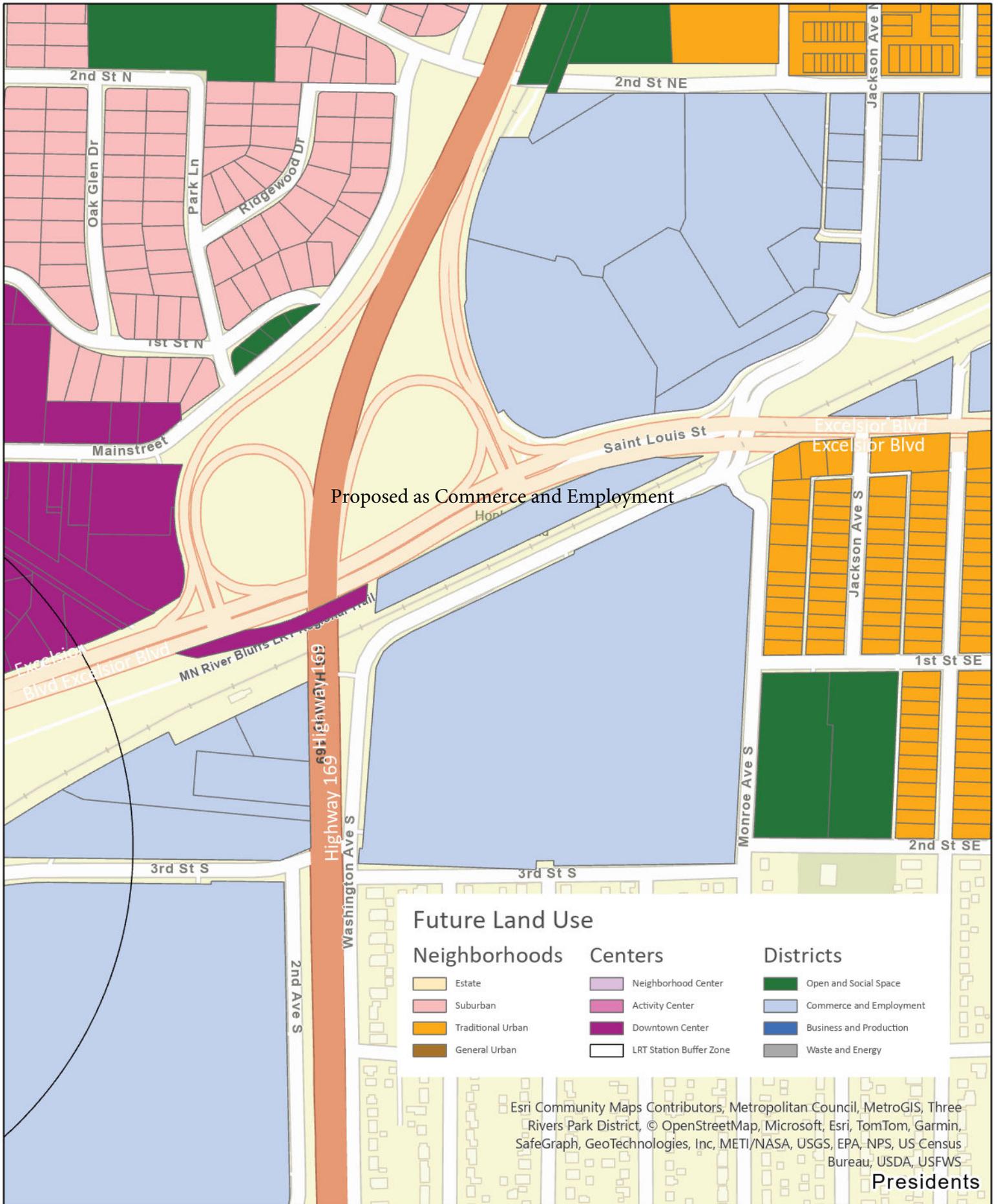




City of Hopkins - The Depot

3/14/2024

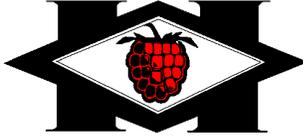




City of Hopkins - The Depot

3/15/2024





Finance Department

CITY OF HOPKINS

Memorandum

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

From: Nick Bishop, Finance Director

Date: April 2, 2024

Subject: Fee Schedule Review

PURPOSE

To provide input on proposed changes to various fees charged by the City.

INFORMATION

Beginning in the Summer of 2021 staff has reviewed various fees charged by the City to ensure that the rates accurately reflect the cost to provide a service. As part of this continued effort City Council approved fee increases in November 2021 and July 2022. The review of fees included staff time, equipment, technology costs, supplies and space allocation. The objective of this fee review is to have fees correctly aligned with the cost of service.

November 16, 2021

City Council approved fee increases for Planning and Zoning Application Fees, which included base fees, escrows and new fees related to traffic studies, environmental studies and applications for financial assistance. The approval also established solar fees for residential and commercial and increased park dedication fees.

July 19, 2022

City Council approved increases for rental licensing, notary services, alarm registrations and fire inspections.

Newly Proposed Fees

Tree Assessment Fee: The City's Forestry division inspects public and private trees for diseases, such as Dutch Elm Disease, Oak Wilt and Emerald Ash Borer. Diseased trees on private property must be removed at the owner's expense. Tree removal can be expensive and the City offers homeowners a program to assess the cost of removal to their property taxes over a ten-year period with interest. Administering the program requires staff time and other overhead costs. There is currently no fee associated with the program.

Water Meter Reading Fee: The utilities division will install smart water meters throughout the City in 2024. The new MXU radio meters have many advantages including the ability to automatically download water usage. Currently, meters require a utility staff person to drive every street of Hopkins to collect data. A non-radio meter can be installed, but would require more staff time and other resources to collect data. A fee will offset the additional cost.

Electric Vehicle Supply Equipment Permit: The City has created a permit and permit checklist for Electric Vehicle Supply Equipment (EVSE). A permit is only required for projects where EVSE will be directly wired to the electrical system. Vehicles with internal charging units can plug into existing 120-volt outlets, although that method takes the vehicle longer to charge than if it were plugged into EVSE. The permit also supports the City's work towards incorporating best practices related to electric vehicles and equipment into City processes. EVSE permit fees are identified for commercial and residential projects respectively.

Use determinations: The Zoning Administrator is asked to make a determination on a proposed use that is not listed in the zoning ordinance. Staff would review a submitted application which describes the characteristics of the proposed use and assesses whether it would fit within a category of uses or whether it is similar to a use that is described.

Administrative site plan review: Residential buildings with 4 or fewer units; smaller new buildings and expansions; and certain site improvements are administratively reviewed. There is a range of complexity within these types of projects. Simpler projects such as residential additions, garages, and decks require minimal amounts of staff time for review. These project types had previously been reviewed for zoning compliance as part of the building permit process; however, planning staff time is not accounted for in building permit fees.

FUTURE ACTION

If supported by City Council, staff will bring forward the attached fee changes for approval.

Fees Reviewed (from Appendix A of City Code)	Current	Proposed
Animals		
Dogs, spayed or neutered	\$22.00	\$25.00
Dogs, not spayed or neutered	\$30.00	\$30.00
Chicken License	\$150.00	\$125.00
Impound Fee (1st offense)	\$35.00	\$70.00
Impound Fee (2nd offense)	\$45.00	\$100.00
Impound Fee (Additional Offenses)	\$35.00	\$100.00
Engineering		
Driveway Permit	\$40.00	\$40.00
Street Excavation-residential	\$35.00	\$50.00
Fences		
Residential Fences	\$35.00	\$65.00
Fire Inspection		
First and Second Fire Inspection (per hour) ²	\$60.00	\$115 for first hour + 60/additional
Third Inspection (per hour) ²	\$120.00	\$120/ hour
Fourth and additional inspections (per hour) ²	\$180.00	\$180/hour
Planning and Zoning		
Concept review ¹	\$350.00	\$375.00
Site plan review ¹	\$500.00	\$550.00
Conditional use permit ¹	\$800.00	\$900.00
Conditional use permit for fences, signs and other uses ¹	\$150.00	\$175.00
Variance-Residential (4 or fewer units) ¹	\$500.00	\$550.00
Variance-All Other ¹	\$500.00	\$800.00
Vacate street or alley ¹	\$500.00	\$550.00
Rezoning or text amendment ¹	\$1,000.00	\$1,100.00
Administrative subdivision ¹	\$300.00	\$325.00
Subdivision approval, preliminary ¹	\$1,000.00	\$1,100.00
Subdivision approval, final ¹	\$1,000.00	\$1,100.00
Subdivision, combined application ¹	\$1,800.00	\$2,000.00
Planned unit development ¹	\$2,500.00	\$2,750.00
Comprehensive plan amendment ¹	\$2,000.00	\$2,200.00
Park dedication fee per residential unit ¹	\$5,000.00	\$5,500.00
Environmental review ¹	\$1,000.00	Actual Costs + Deposit based on scope
Traffic/travel demand management study ¹	\$500.00	Actual Costs + Deposit based on scope
Zoning verification letter ¹	\$100.00 per parcel	\$110 per parcel
Extension of approvals ¹	\$250.00	\$275.00

Fees Reviewed (from Appendix A of City Code)	Current	Proposed
Planning and Zoning (continued)		
Application for city financial assistance ¹	\$2,000.00	\$2,200.00
Zoning appeal ¹	\$350.00	\$375.00
Interim use permit ¹	\$800.00	\$900.00
Police		
Alarm Registration	\$30.00	\$35.00
Public Works		
Snow Removal - Residential	\$2.00 per foot	\$100.00
Snow Removal - Commercial	\$3.00 per foot	\$250 or actual costs
Rental		
Initial Inspection	\$100 + \$25 Per Dwelling Unit Inspected	\$100 + \$100 Per Dwelling Unit
First Re-Inspection	\$50.00	\$150.00
Second Re-Inspection	\$75.00	\$225.00
Each Additional Re-Inspection	Double Previous Amount	Double Previous Amount
License - Single Family Units ²	\$100.00	\$100.00
License - Buildings with 3 or More Units ²	\$100 per building + \$10 per unit	\$200 per building + \$10 per unit
Signage		
Temporary Signs	\$50.00	\$75.00
Permanent Signs	\$100.00	\$75.00
Miscellaneous		
Special Event Permit	\$50.00	\$375.00

1 - Previously Reviewed on November 16, 2021

2 - Previously Reviewed on July 19, 2022

Newly Proposed Fees	Current	Proposed
Public Works		
Tree Assessment Fee	N/A	\$325.00
Water Meter Reading Fee (Radio Opt Out)	N/A	\$25 Per Month
Inspections		
Electric Vehicle Supply Equipment Permit-Residential	N/A	\$80.00
Electric Vehicle Supply Equipment Permit-Commercial	N/A	\$160.00
Planning and Zoning		
Use Determination	N/A	\$150.00
Administrative Site Plan Review-Commercial	N/A	\$350.00
Administrative Site Plan Review-Residential (4 or fewer units) New Build/Addition	N/A	\$100.00
Administrative Site Plan Review-Residential (4 or fewer units) Decks	N/A	\$50.00