

**HOPKINS CITY COUNCIL  
AGENDA  
Tuesday, October 3, 2023  
6:30 pm**

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

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

**I. CALL TO ORDER**

**II. ADOPT AGENDA**

**III. PRESENTATIONS**

**IV. CONSENT AGENDA**

1. Minutes of the September 19, 2023, City Council Regular Meeting Proceedings
2. Resolution Appointing Election Judges for the November 7, 2023, General Election; Domeier
3. Ratify Checks Issued in September 2023; Bishop
4. Approval of 2023 MOU with LELS #171 regarding wages; Lenz
5. Approval of 2024-2026 Contract with LELS #171; Lenz
6. Approval of a Cross Easement Related to Cottageville Park with the Minnehaha Creek Watershed District; Imihy Bean
7. Authorize Entering into a one-year Agreement with ZEF Energy; Imihy Bean

**V. PUBLIC HEARINGS**

**VI. OLD BUSINESS**

**VII. NEW BUSINESS**

1. Approvals for a Planned Unit Development and Conditional Use Permit at Cassia Chapel View Care Center – 412 5<sup>th</sup> Ave. N.; Krzos
2. First Reading: Ordinance Amending Article 5, Chapter 102 of the City Code Regarding Office Uses in Mixed Use Zones; Krzos
3. Resolution Ordering Public Improvement Hearing for the 2024 Street and Utility Improvements; Klingbeil

**VIII. PUBLIC COMMENT**

**IX. ANNOUNCEMENTS**

- Next City Council Regular Meetings: October 10 and 17 at 6:30 p.m.

**X. ADJOURN**

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
SEPTEMBER 19, 2023**

**CALL TO ORDER**

Pursuant to due call and notice thereof a regular meeting of the Hopkins City Council was held on Tuesday, September 19, 2023, at 6:30 p.m. in the Council Chambers at City Hall, 1010 1<sup>st</sup> Street South.

Mayor Hanlon called the meeting to order with Council Members Balan, Beck, Garrido and Hunke attending. Others attending included City Manager Mornson, Assistant City Manager Lenz, City Clerk Domeier, Deputy City Clerk Osman, Finance Director Bishop, Special Projects and Initiatives Manager Imihy Bean, Fire Chief Specken and Director of Planning and Development Elverum.

**ADOPT AGENDA**

Mayor Hanlon stated further discussion would be held on the Consent Agenda for the Second Reading: Ordinances Adopting Gas and Electric Franchise Fees Beginning January 1, 2024.

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

**Motion** to Adopt the Agenda with Consent Agenda item discussion.

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

**Nays: None. Motion carried.**

**Second Reading: Ordinances Adopting Gas and Electric Franchise Fees Beginning January 1, 2024; Bishop**

Finance Director Bishop provided a summary of the proposed ordinances. Mayor Hanlon offered the public an opportunity to provide comments on the proposed ordinances.

Dan Meilke representing Plasman located 1302 5th Street South, Hopkins, provided concerns about the proposed franchise fees by explaining how the fees would impact their business. He requested a tiered rate approach to avoid the large fee burden in one single budget year.

Special Projects and Initiatives Manager Imihy Bean provided more information about the Climate Solution Funds. Mayor Hanlon thanked Mr. Meilke for reaching out to the City Council and providing comments on the issue.

**CONSENT AGENDA**

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

**Motion** to Approve the Consent Agenda.

1. Minutes of the September 5, 2023, Regular City Council Meeting Proceedings
2. Minutes of the September 12, 2023, Regular City Council Meeting Proceedings
3. Second Reading: Ordinances Adopting Gas and Electric Franchise Fees Beginning January 1, 2024; Bishop
4. Amendment to Façade Improvement Program; Elverum

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

**Nays: None. Motion carried.**

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
SEPTEMBER 19, 2023**

**NEW BUSINESS**

**VII.1. Fire Study Presentation; Specken**

Fire Chief Specken along with the City's Fire Department Staffing Study consultants, Raftelis presented the results of the Fire Department Study. The study is available at <https://www.hopkinsmn.com/1146/Fire-Department-Staffing-Study>. The consultant's recommendation was to optimize the current paid-on call system by hiring an Assistant Fire Chief and two full-time firefighters. Alternatives included a full-time staff model, a regional/shared services model, or the public safety officer model.

Mayor Hanlon questioned the role Hennepin County plays in a regional approach. Fire Chief Specken stated that the current hazardous inspections would not change. He noted that there have been some issues with collecting call response data so moving to a better reporting system is an option. Mayor Hanlon supported a tiered approach for the inspections model and questioned the cost recovery models. Raftelis representatives spoke to escalating reinspection fees recognizing that inspections are a tool attain compliance.

Council Member Beck questioned if any research was done to staff an ambulance. Fire Chief Specken explained the primary service area restrictions and the task force that is looking into other options. Council Member Beck opposed a regionalized service model and the public safety model. He shared his concerns with the community growing faster than the department. Council Member Garrido did not support the public safety model. She questioned the salary calculations for the new positions proposed. Raftelis representatives shared the data used was based on Hopkins salary models and benefits. Council Member Hunke did not support the regionalized service model or the public safety model. Council Member Balan was against the shared service model and the public safety model. The general consensus of the City Council was to move forward with the enhanced paid on-call model.

**VII.2. Adopt Organizational Equity Goals; Imihy Bean**

Special Projects and Initiative Manager Imihy Bean summarized Council Report 2023-095. Ms. Imihy Bean sought the City Council's feedback and approval of the following goal statements: The City of Hopkins is reflective and inclusive of our diverse community in all roles across the organization; the City of Hopkins makes decisions informed by equitable and authentic community engagement, genuine partnerships and relationships with the community; and the City of Hopkins is committed to equity, diversity, and inclusion in the development and evaluation of services and programs.

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

**Motion** to adopt equity goals as presented in the staff report.

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

**Nays:** None. **Motion carried.**

**VII.3. Resolution Approving Proposed 2024 General Fund Budget and Set Budget Meeting Date; Bishop**

Finance Director Bishop summarized City Council Report 2023-098. The City is required to certify a proposed tax levy and submit it to Hennepin County by September 30. This

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
SEPTEMBER 19, 2023**

will be the maximum levy for 2024 and can only be reduced. The certified levy amount is also used for truth in taxation notices. The proposed date of Monday, December 4 would allow time to consider comments heard at the public hearing before passing a final tax levy and budget.

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

**Motion** to Approve Resolution 2023-030 approving proposed 2024 Tax Levy, Setting Debt Service Levels at Levels Under Those Required in the Bond Documents, Approving the Proposed 2024 Budget and Setting the Budget Meeting Date.

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

**Nays:** Beck. **Motion carried.**

**VII.4. Resolution Approving Proposed 2024 HRA/EDA Tax Levy; Bishop**

Finance Director Bishop summarized Council Report 2023-099. The City is required to certify a proposed HRA/EDA tax levy and submit it to Hennepin County by September 30. There are levy limits based on 0.1850% of the City's estimated market value. The market value used for the 2024 levy is \$2,682,722,500, resulting in a maximum tax levy of \$497,414 which would be an increase of \$45,883 or 10.16% from 2023. The HRA/EDA Levy was set at the maximum allowed in 2023 and lesser amount in 2021-2022.

A brief discussion was held about the façade improvement program funding. Mayor Hanlon requested the levy be at 10% to allow for additional façade improvements. Council Member Beck did not support the 10% levy increase. Assistant City Manager noted that this is the preliminary levy so it can only be lowered going forward. Council Member Balan supported a higher levy increase. Council Member Hunke and Garrido supported a levy increase but not at 10%. Mayor Hanlon proposed 8% wanted to leverage the opportunity for additional businesses to participate in the program. Council Member Hunke supported an 8% increase but wanted additional program details before the final levy is set.

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

**Motion** to Approve Resolution 2023-031 Approving the Proposed 2024 HRA/EDA Tax Levy with an amendment of an 8% levy increase.

**Ayes:** Garrido, Hanlon, Hunke

**Nays:** Balan, Beck. **Motion carried.**

**PUBLIC COMMENT**

Riyad Saad, 1209 Landmark Trail South, Hopkins expressed concerns about parking on Landmark Trail North. Staff will follow up on the issue.

**ANNOUNCEMENTS**

Mayor Hanlon reviewed the upcoming meeting schedule.

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
SEPTEMBER 19, 2023**

**ADJOURNMENT**

There being no further business to come before the City Council, and upon a motion by Balan, second by Beck, the meeting was unanimously adjourned at 8:19 p.m.

Respectfully Submitted,



Amy Domeier, City Clerk



CITY OF HOPKINS

## City Council Report 2023-102

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

From: Amy Domeier, City Clerk

Date: October 3, 2023

Subject: Resolution Appointing Election Judges for the November 7, 2023 General Election

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### RECOMMENDED ACTION

**MOTION TO** Adopt Resolution 2023-032 Appointing Election Judges for the November 7, 2023 General Election.

### OVERVIEW

Minnesota Election Law 204B.21 requires that the governing body of the municipality appoint election judges to administer the polling places at least 25 days before each election. Staff requests the authority to replace or substitute judges as necessary before Election Day. Election expenses for the judges are included in the adopted 2022 budget. Election judge hourly rates are \$11.00 for Election Judges and \$12.50 for Assistant and Head Judges. In addition, Hennepin County will be acting on behalf of the City of Hopkins as part of our Absentee Ballot Board, so they are included in our appointing resolution.

### SUPPORTING INFORMATION

- Draft Resolution 2023-032

**CITY OF HOPKINS  
HENNEPIN COUNTY, MINNESOTA**

**RESOLUTION 2023-032**

**RESOLUTION APPOINTING ELECTION JUDGES FOR THE  
NOVEMBER 7, 2023 GENERAL ELECTION**

**WHEREAS**, Minnesota Statute 204B.21 requires that persons serving as election judges be appointed by the City Council at least 25 days before the election and Minnesota Statute 203B.21 allows for deputy clerks trained in the processing and counting of absentee ballots to serve on the absentee ballot board.

**BE IT RESOLVED** by the Hopkins City Council that the following election judges are on file in the office of the City Clerk and should be appointed as the Election Judges for the November 7, 2023 General Election:

Jennifer	Allard	Bonita	Kearns
Heidi	Anderson	Jessica	Klugman
Kim	Bachand	Axel	Kornfuehrer
Romaine	Bechir	Mark	Krafve
Sheldon	Berg	Terri	Kruger
Peter	Demarest	Lisa	Lang
Peggy	DeVaun	Peter	Leih
Kent	Dolphay	Rebecca	Luxford
Carol	Dunn	Andrew	Marlow
Patrick	Gambill-Read	Joan	Meath
Susan	Gauthier	Theresa	Melles
James W	Green	Rachel	Molepske
Patrick	Guire	Rosetta	Muhammad
Kristi	Halverson	Karen	Norum
Kristin	Hanneman	Catherine	O'Neil
Jane	Heimerl	David	Specken
Brynn	Hirsch	Lisa	Stroessner
William	Johnson	Patricia	Sykes
Judy	Johnson		

**WHEREAS**, the Hopkins City Council also appoints other individuals and all members appointed to the Hennepin County Absentee Ballot Board as authorized under Minnesota Statute 204B.21, subd 2 under the direction of the Hennepin County Election Manager to serve as members of the Hopkins Absentee Ballot Board; and

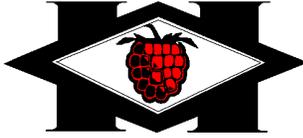
**BE IT FURTHER RESOLVED** that the City Clerk is with this, authorized to make any substitutions or additions as deemed necessary.

Adopted by the City Council of the City of Hopkins this 3rd day of October 2023.

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

ATTEST:

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



Finance Department

CITY OF HOPKINS

## City Council Report 2023-104

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

From: Nicholas Bishop, Finance Director

Date: October 3, 2023

Subject: Ratify Checks Issued in September 2023

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### **RECOMMENDED ACTION**

**MOTION TO** Ratify Checks issued between September 1, 2023 and September 26, 2023 with numbers 132138 thru 132407 for total distribution of \$3,162,290.45.

### **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.

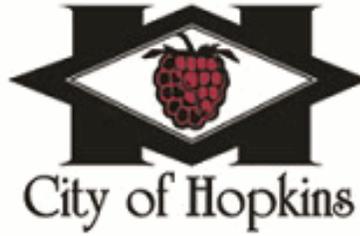
### **SUPPORTING INFORMATION**

- Check Register

# Accounts Payable

## Checks by Date - Summary by Check Date

User: cdahlstrom@hopkinsmn.com  
Printed: 9/26/2023 1:54 PM



1010 First Street South  
Hopkins, MN 55343

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

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
132138	31402	AARDVARK	09/07/2023	0.00	40,007.50
132139	28422	ADVANCED IMAGING SOLUTIONS	09/07/2023	0.00	3,200.12
132140	01493	AMERICAN PRESSURE, INC	09/07/2023	0.00	105.19
132141	29817	GARY BINGER	09/07/2023	0.00	3,800.00
132142	02563	BOLTON & MENK, INC	09/07/2023	0.00	122,135.90
132143	31410	CARLSON PRINTING COMPANY	09/07/2023	0.00	4,315.77
132144	29416	CDW GOVERNMENT	09/07/2023	0.00	2,479.08
132145	03160	CENTERPOINT ENERGY MINNEGASC	09/07/2023	0.00	25.77
132146	28981	CHESTNUT CAMBRONNE PA	09/07/2023	0.00	10,924.28
132147	31267	CINTAS CORPORATION	09/07/2023	0.00	338.72
132148	03331	CITY OF ST LOUIS PARK	09/07/2023	0.00	154.17
132149	26951	COMCAST	09/07/2023	0.00	286.85
132150	26951	COMCAST	09/07/2023	0.00	14.70
132151	26951	COMCAST	09/07/2023	0.00	126.93
132152	26951	COMCAST	09/07/2023	0.00	10.50
132153	29981	CORE & MAIN LP	09/07/2023	0.00	8,289.53
132154	03800	CULLIGAN - METRO	09/07/2023	0.00	90.00
132155	28747	CULLIGAN BOTTLED WATER CO	09/07/2023	0.00	232.80
132156	04004	DALCO ENTERPRISES INC	09/07/2023	0.00	315.12
132157	04328	DISPLAY SALES	09/07/2023	0.00	725.00
132158	30436	DORAN 810 APARTMENTS LLC	09/07/2023	0.00	1,190,574.05
132159	29306	DORAN MARKETPLACE LLC	09/07/2023	0.00	106,348.39
132160	UB*00689	TIMOTHY DUNLAP	09/07/2023	0.00	77.14
132161	05282	EHLERS AND ASSOCIATES, INC	09/07/2023	0.00	150.00
132162	05481	EMERGENCY APPARATUS MAINT INC	09/07/2023	0.00	2,709.83
132163	29491	FERGUSON WATERWORKS #2518	09/07/2023	0.00	292.09
132164	31561	GP WELDING LLC	09/07/2023	0.00	250.00
132165	08004	HANCE HARDWARE, INC	09/07/2023	0.00	1,350.31
132166	29818	HIAWATHA TREE SERVICE INC.	09/07/2023	0.00	3,810.70
132167	08570	HOPKINS AUTO BODY	09/07/2023	0.00	4,006.77
132168	08576	HOPKINS F.D. RELIEF ASSOC	09/07/2023	0.00	930.00
132169	09578	INNOVATIVE OFFICE SOLUTIONS LLC	09/07/2023	0.00	1,959.14
132170	28537	IS LAX LLC	09/07/2023	0.00	220.00
132171	30269	JANELLE JASPERS JONES	09/07/2023	0.00	400.00
132172	29154	MARK KROPIDLOWSKI	09/07/2023	0.00	150.00
132173	31560	KUNG FU HIPPIES LLC	09/07/2023	0.00	800.00
132174	03369	LEAGUE OF MN CITIES	09/07/2023	0.00	18,024.00
132175	31553	ERNESTO MARANJE	09/07/2023	0.00	15,000.00
132176	13167	MENARDS	09/07/2023	0.00	296.08
132177	13182	METROPOLITAN AREA MANAGERS A	09/07/2023	0.00	25.00
132178	13179	METROPOLITAN COUNCIL	09/07/2023	0.00	145,973.17
132179	13354	MN BENEFIT ASSOCIATION	09/07/2023	0.00	84.18
132180	13387	MN MAYORS ASSOC - FINANCE DEPT	09/07/2023	0.00	30.00
132181	30300	NORDIC SOLAR HOLDCO LLC	09/07/2023	0.00	6,934.99
132182	29470	ONSITE MEDICAL SERVICES	09/07/2023	0.00	4,550.00
132183	31306	TERRI OSLAND	09/07/2023	0.00	288.00
132184	15880	OWENS SERVICE CORP- CHEMTEX	09/07/2023	0.00	1,177.34

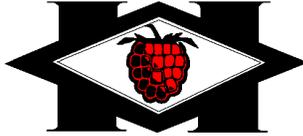
Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
132185	30003	PARKITECT	09/07/2023	0.00	4,326.80
132186	29568	PLAYCORE WISCONSIN	09/07/2023	0.00	467.98
132187	17806	QWEST CORP	09/07/2023	0.00	60.78
132188	30979	REGENCY MASTER ASSOCIATION	09/07/2023	0.00	60.00
132189	30589	RICHFIELD BUS COMPANY	09/07/2023	0.00	1,000.00
132190	30043	RYAN'S TREE CARE, LLC	09/07/2023	0.00	3,754.45
132191	UB*00621	MARK SAVOIE	09/07/2023	0.00	79.26
132192	29384	SITEONE LANDSCAPE SUPPLY	09/07/2023	0.00	82.26
132193	19602	SPS COMPANIES INC	09/07/2023	0.00	476.06
132194	31388	THE JAMAR COMPANY	09/07/2023	0.00	3,498.00
132195	29061	THE SPYGLASS GROUP LLC	09/07/2023	0.00	5,088.00
132196	30093	TRANSUNION RISK AND ALTERNATIV	09/07/2023	0.00	227.00
132197	29918	TRI-CITY/WILLIAM LLOYD ANALYTIC	09/07/2023	0.00	52.00
132198	20892	TWIN CITY HARDWARE INC	09/07/2023	0.00	1,851.12
132199	29475	VERIZON WIRELESS	09/07/2023	0.00	105.03
132200	30819	VERIZON WIRELESS	09/07/2023	0.00	420.50
132201	25080	XCEL ENERGY	09/07/2023	0.00	108.51
Total for 9/7/2023:				0.00	1,725,646.86
132202	28241	AMERICAN SOCIETY OF	09/13/2023	0.00	415.87
132203	01600	APACHE GROUP	09/13/2023	0.00	667.80
132204	31061	APPLE AUTOS COMMERCIAL SALES &	09/13/2023	0.00	46,580.20
132205	02019	BARNUM COMPANIES INC	09/13/2023	0.00	492.50
132206	27782	BOUND TREE MEDICAL LLC	09/13/2023	0.00	464.03
132207	30127	CINTAS CORPORATION NO. 2	09/13/2023	0.00	156.15
132208	31158	CLARK COMPANIES INCORPORATED	09/13/2023	0.00	19,145.13
132209	26951	COMCAST	09/13/2023	0.00	2.10
132210	31032	COVERALL NORTH AMERICA	09/13/2023	0.00	3,879.50
132211	31032	COVERALL NORTH AMERICA	09/13/2023	0.00	2,164.00
132212	27569	EMERGENCY AUTOMOTIVE TECHNO	09/13/2023	0.00	2,457.63
132213	27569	EMERGENCY AUTOMOTIVE TECHNO	09/13/2023	0.00	5,069.68
132214	29006	ENTERPRISE FLEET MANAGEMENT	09/13/2023	0.00	3,894.87
132215	29661	ESS BROTHERS & SONS	09/13/2023	0.00	1,723.80
132216	31229	KIRI ANN FAUL	09/13/2023	0.00	1,300.00
132217	31468	ABBY FINIS	09/13/2023	0.00	3,705.00
132218	06567	FORCE AMERICA	09/13/2023	0.00	220.00
132219	30229	FORKLIFTS OF MINNESOTA, INC.	09/13/2023	0.00	410.14
132220	30428	GALLAGHER BENEFIT SERVICES INC	09/13/2023	0.00	5,500.00
132221	07564	GOPHER STATE ONE-CALL, INC	09/13/2023	0.00	373.95
132222	29377	GRAINGER, INC	09/13/2023	0.00	210.20
132223	29820	GROUP HEALTH PLAN INC	09/13/2023	0.00	2,616.00
132224	08223	HENNEPIN CTY TREASURER	09/13/2023	0.00	14,112.10
132225	29818	HIAWATHA TREE SERVICE INC.	09/13/2023	0.00	4,850.00
132226	08336	HIRSHFIELDS	09/13/2023	0.00	31.38
132227	08576	HOPKINS F.D. RELIEF ASSOC	09/13/2023	0.00	90.00
132228	29612	INTERNATIONAL CHEMTEX	09/13/2023	0.00	3,472.42
132229	28537	IS LAX LLC	09/13/2023	0.00	3,100.00
132230	31556	JEREMY JARVIS	09/13/2023	0.00	15,000.00
132231	10585	JOHNSTONE SUPPLY	09/13/2023	0.00	8.17
132232	11161	KENNEDY & GRAVEN, CHARTERED	09/13/2023	0.00	12,368.92
132233	31563	LARSON TREE SERVICE INC	09/13/2023	0.00	1,881.69
132234	29529	LEXISNEXIS RISK SOLUTIONS	09/13/2023	0.00	96.61
132235	29524	MARTIN-MCALLISTER	09/13/2023	0.00	625.00
132236	31305	MARY MCCALLUM	09/13/2023	0.00	150.00
132237	13167	MENARDS	09/13/2023	0.00	620.29
132238	13207	MENARDS	09/13/2023	0.00	601.94

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
132239	30363	MINNEAPOLIS OXYGEN COMPANY	09/13/2023	0.00	94.12
132240	13251	MINNEAPOLIS SAW INC	09/13/2023	0.00	1,142.97
132241	09085	MISSION SQUARE - ROTH IRA - 706260	09/13/2023	0.00	986.40
132242	13446	MN DEPT OF LABOR & INDUSTRY	09/13/2023	0.00	200.00
132243	13383	MN FIRE SERVICE CERT BOARD	09/13/2023	0.00	409.50
132244	28599	MN PUBLIC RADIO	09/13/2023	0.00	833.00
132245	31564	NINE MILE CREEK WATERSHED DIST	09/13/2023	0.00	21,998.22
132246	29437	NORTH AMERICAN SAFETY	09/13/2023	0.00	917.15
132247	14582	NORTHWEST ASPHALT INC	09/13/2023	0.00	861,288.77
132248	15521	ON SITE COMPANIES	09/13/2023	0.00	1,445.00
132249	16337	PIRTEK PLYMOUTH	09/13/2023	0.00	148.14
132250	30352	PQL INC	09/13/2023	0.00	110.00
132251	16687	PRO-TEC DESIGN INC	09/13/2023	0.00	816.00
132252	31120	REPUBLIC SERVICES INC	09/13/2023	0.00	32,800.68
132253	09084	MISSION SQUARE RETIREMENT TRUS	09/13/2023	0.00	2,588.04
132254	29384	SITEONE LANDSCAPE SUPPLY	09/13/2023	0.00	101.01
132255	31301	SMSC ENTERPRISES	09/13/2023	0.00	8,357.30
132256	29200	SPRINGBROOK SOFTWARE INC	09/13/2023	0.00	1,426.50
132257	19681	SRF CONSULTING GROUP INC	09/13/2023	0.00	1,136.75
132258	19766	STAR TRIBUNE	09/13/2023	0.00	196.20
132259	31562	STOP STICK LTD	09/13/2023	0.00	3,452.61
132260	30226	SUNBELT RENTALS, INC.	09/13/2023	0.00	1,020.00
132261	31163	SYLVA CORPORATION INC	09/13/2023	0.00	9,247.50
132262	29644	TRENCHERS PLUS	09/13/2023	0.00	2,979.62
132263	20887	TWIN CITY WATER CLINIC	09/13/2023	0.00	340.00
132264	29898	UTILITY LOGIC LLC	09/13/2023	0.00	171.27
132265	31361	VIQ SOLUTIONS INC	09/13/2023	0.00	59.52
132266	25080	XCEL ENERGY	09/13/2023	0.00	39.21
132267	25080	XCEL ENERGY	09/13/2023	0.00	27.33
132268	25080	XCEL ENERGY	09/13/2023	0.00	9,004.10
Total for 9/13/2023:				0.00	1,121,793.98
132276	01045	ABM EQUIPMENT & SUPPLY LLC	09/20/2023	0.00	413.40
132277	29535	ADVANCED ENGINEERING	09/20/2023	0.00	4,430.06
132278	01328	AIRGAS USA	09/20/2023	0.00	257.15
132279	30319	ALEX AIR APPARATUS INC	09/20/2023	0.00	31,983.00
132280	01543	ANCOM COMMUNICATIONS INC	09/20/2023	0.00	132.50
132281	28600	APPLE VALLEY FORD LINCOLN	09/20/2023	0.00	2,509.22
132282	31400	BZDOK INSPECTIONS INC	09/20/2023	0.00	2,401.50
132283	31568	CARE RESOURCE CONNECTION	09/20/2023	0.00	1,000.00
132284	03160	CENTERPOINT ENERGY MINNEGASC	09/20/2023	0.00	1,045.18
132285	28430	CENTURY LINK	09/20/2023	0.00	687.51
132286	31158	CLARK COMPANIES INCORPORATED	09/20/2023	0.00	1,728.00
132287	26951	COMCAST	09/20/2023	0.00	141.83
132288	26951	COMCAST	09/20/2023	0.00	135.97
132289	31384	CONSOLIDATED COMMUNICATIONS I	09/20/2023	0.00	165.37
132290	03579	CORNERHOUSE	09/20/2023	0.00	7,675.00
132291	04168	DEM-CON LANDFILL, INC	09/20/2023	0.00	128.54
132292	01523	EARL F. ANDERSEN, INC	09/20/2023	0.00	610.30
132293	28898	ECM PUBLISHERS INC	09/20/2023	0.00	128.00
132294	05484	EMBROIDERY SHOP	09/20/2023	0.00	507.76
132295	29398	ENTERPRISE FLEET MANAGEMENT	09/20/2023	0.00	1,783.03
132296	29491	FERGUSON WATERWORKS #2518	09/20/2023	0.00	12,119.66
132297	31567	LINDA GALUSZKA	09/20/2023	0.00	185.00
132298	07185	GENUINE PARTS	09/20/2023	0.00	402.08
132299	07681	GRAINGER, INC	09/20/2023	0.00	14.26

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
132300	28609	GRANICUS INC	09/20/2023	0.00	10,536.81
132301	31474	GRANITE TELECOMMUNICATIONS LI	09/20/2023	0.00	128.01
132302	29745	GRAYBAR ELECTRIC COMPANY, INC.	09/20/2023	0.00	324.28
132303	08001	HACH COMPANY	09/20/2023	0.00	433.49
132304	08038	HAWKINS, INC	09/20/2023	0.00	1,893.00
132305	29060	HD SUPPLY INC	09/20/2023	0.00	280.24
132306	30859	HENNEPIN COUNTY GOVERNMENT C	09/20/2023	0.00	20.00
132307	30859	HENNEPIN COUNTY GOVERNMENT C	09/20/2023	0.00	20.00
132308	30859	HENNEPIN COUNTY GOVERNMENT C	09/20/2023	0.00	20.00
132309	08166	HENNEPIN CTY TREASURER	09/20/2023	0.00	3,491.50
132310	08166	HENNEPIN CTY TREASURER	09/20/2023	0.00	269.90
132311	08166	HENNEPIN CTY TREASURER	09/20/2023	0.00	1,958.07
132312	31342	HI-LINE ELECTRIC COMPANY INC	09/20/2023	0.00	144.06
132313	08627	HOME DEPOT CREDIT SERVICES	09/20/2023	0.00	140.43
132314	29345	IMPACT MAILING OF MN	09/20/2023	0.00	2,475.30
132315	09002	I-STATE TRUCK CENTER	09/20/2023	0.00	1,268.44
132316	12009	J. H. LARSON COMPANY	09/20/2023	0.00	13.06
132317	27456	JAZZ88 KBEM	09/20/2023	0.00	70.00
132318	11013	KATH FUEL OIL SERVICE	09/20/2023	0.00	610.00
132319	30320	KIESLERS POLICE SUPPLY INC	09/20/2023	0.00	638.70
132320	06329	KIRK STENSRUD ENTERPRISES INC	09/20/2023	0.00	641.00
132321	03369	LEAGUE OF MN CITIES	09/20/2023	0.00	55.00
132322	28498	LEXIPOL LLC	09/20/2023	0.00	10,986.97
132323	13012	MACQUEEN EQUIPMENT INC	09/20/2023	0.00	13,928.52
132324	29059	MANSFIELD OIL COMPANY	09/20/2023	0.00	25,423.59
132325	13167	MENARDS	09/20/2023	0.00	785.58
132326	31105	LAURI DC MEYERS	09/20/2023	0.00	140.00
132327	29523	MN MECHANICAL SOLUTIONS	09/20/2023	0.00	2,530.00
132328	13760	MTI DISTRIBUTING INC	09/20/2023	0.00	538.03
132329	29452	OFFICE OF MN IT SERVICES	09/20/2023	0.00	293.59
132330	31569	D MILTON OWENS	09/20/2023	0.00	646.40
132331	29106	PREMIUM TREE PROTECTION	09/20/2023	0.00	9,683.00
132332	14188	QUADIENT LEASING INC	09/20/2023	0.00	2,058.03
132333	17806	QWEST CORP	09/20/2023	0.00	198.00
132334	31448	SAFETY VEHICLE SOLUTIONS	09/20/2023	0.00	616.00
132335	28834	SHI INTERNATIONAL CORP	09/20/2023	0.00	24.60
132336	19287	SHORT ELLIOTT HENDRICKSON INC	09/20/2023	0.00	1,943.50
132337	29200	SPRINGBROOK SOFTWARE INC	09/20/2023	0.00	1,540.00
132338	19602	SPS COMPANIES INC	09/20/2023	0.00	165.06
132339	19777	STREICHERS	09/20/2023	0.00	3,065.51
132340	19777	STREICHERS	09/20/2023	0.00	79.99
132341	19824	SUNSHINE CAR WASH	09/20/2023	0.00	111.28
132342	20120	TDS METROCOM - MN	09/20/2023	0.00	81.01
132343	20560	TOLL GAS & WELDING SUPPLY	09/20/2023	0.00	76.26
132344	20892	TWIN CITY HARDWARE INC	09/20/2023	0.00	151.25
132345	29458	VERIZON WIRELESS	09/20/2023	0.00	2,897.91
132346	29490	VERIZON WIRELESS	09/20/2023	0.00	714.89
132347	UB*00375	SONAM WANGYAL	09/20/2023	0.00	81.99
132348	29480	CHARLES WEINSTEIN	09/20/2023	0.00	1,500.00
132349	31295	CHRISTY ZILKA	09/20/2023	0.00	160.00
Total for 9/20/2023:				0.00	176,436.57
132350	28422	ADVANCED IMAGING SOLUTIONS	09/26/2023	0.00	1,129.42
132351	30933	ANCHOR SOLAR INVESTMENTS LLC	09/26/2023	0.00	3,606.61
132352	28600	APPLE VALLEY FORD LINCOLN	09/26/2023	0.00	1,414.87
132353	UB*00929	RAYMOND/JOAN BAST	09/26/2023	0.00	130.00

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
132354	30899	BAUERS MINNOCO	09/26/2023	0.00	75.13
132355	UB*00925	RONALD BAUSMAN	09/26/2023	0.00	126.66
132356	31246	BLAINE BROTHERS MAINTENANCE I	09/26/2023	0.00	5,389.49
132357	31573	JASON THOMAS CARDINAL	09/26/2023	0.00	2,100.00
132358	28987	CENTER FOR ENERGY & ENVIRONME	09/26/2023	0.00	485.00
132359	31267	CINTAS CORPORATION	09/26/2023	0.00	195.21
132360	26951	COMCAST	09/26/2023	0.00	404.74
132361	26951	COMCAST	09/26/2023	0.00	158.35
132362	04690	DRISKILLS FOODS	09/26/2023	0.00	273.30
132363	01523	EARL F. ANDERSEN, INC	09/26/2023	0.00	3,334.50
132364	28898	ECM PUBLISHERS INC	09/26/2023	0.00	64.00
132365	27569	EMERGENCY AUTOMOTIVE TECHNO	09/26/2023	0.00	2,323.97
132366	27569	EMERGENCY AUTOMOTIVE TECHNO	09/26/2023	0.00	4,099.09
132367	30330	FAE LSE 6 LLC	09/26/2023	0.00	7,427.56
132368	30601	FAE LSE 8 LLC	09/26/2023	0.00	7,839.65
132369	29491	FERGUSON WATERWORKS #2518	09/26/2023	0.00	3,046.86
132370	31570	TONI GALLO	09/26/2023	0.00	1,666.00
132371	07003	GARTNER REFRIGERATION & MFG.	09/26/2023	0.00	3,820.29
132372	07681	GRAINGER, INC	09/26/2023	0.00	206.47
132373	UB*00922	MARK HAYES	09/26/2023	0.00	155.53
132374	29748	HENNEPIN COUNTY PUBLIC WORKS	09/26/2023	0.00	10,381.30
132375	12009	J. H. LARSON COMPANY	09/26/2023	0.00	73.84
132376	29249	JR'S ADVANCED RECYCLERS	09/26/2023	0.00	60.00
132377	11161	KENNEDY & GRAVEN, CHARTERED	09/26/2023	0.00	8,733.61
132378	31572	KID ZONE EARLY LEARNING CENTER	09/26/2023	0.00	1,090.05
132379	11583	KONE INC	09/26/2023	0.00	447.57
132380	UB*00927	DEAN KOPPERUD	09/26/2023	0.00	19.12
132381	UB*00931	DEAN C KOPPERUD	09/26/2023	0.00	14.85
132382	31571	WILLIAM ZAMORA LINMARK	09/26/2023	0.00	997.50
132383	31257	SCOTT ANDREWS MARKS	09/26/2023	0.00	325.00
132384	31505	MARTIN MARIETTA MATERIALS INC	09/26/2023	0.00	1,772.26
132385	UB*00926	MARA MCCLURE	09/26/2023	0.00	100.44
132386	13160	MEDICINE LAKE TOURS	09/26/2023	0.00	26,090.00
132387	28515	MOLCO INC	09/26/2023	0.00	11,389.00
132388	30346	MUSKA ELECTRIC CO	09/26/2023	0.00	1,118.35
132389	15521	ON SITE COMPANIES	09/26/2023	0.00	128.57
132390	29470	ONSITE MEDICAL SERVICES	09/26/2023	0.00	70.00
132391	UB*00921	ERIC PARADIS	09/26/2023	0.00	88.66
132392	UB*00920	GREGG PETERSON	09/26/2023	0.00	1.04
132393	UB*00930	STEVE SCHATZ	09/26/2023	0.00	2.45
132394	28309	SCOTT COUNTY TREASURER	09/26/2023	0.00	1,287.50
132395	19290	SHADYWOOD TREE EXPERTS, INC	09/26/2023	0.00	7,950.00
132396	19296	SHAKOPEE GRAVEL INC	09/26/2023	0.00	111.70
132397	28834	SHI INTERNATIONAL CORP	09/26/2023	0.00	13,924.93
132398	29143	SHRED IT USA	09/26/2023	0.00	77.60
132399	UB*00923	DOMINIC SILVIA	09/26/2023	0.00	69.29
132400	29384	SITEONE LANDSCAPE SUPPLY	09/26/2023	0.00	61.33
132401	UB*00924	STEADY 1221 MAINSTREET LLC	09/26/2023	0.00	157.58
132402	19805	SUSA	09/26/2023	0.00	75.00
132403	19805	SUSA	09/26/2023	0.00	75.00
132404	UB*00928	KENNETH J THURBER	09/26/2023	0.00	7.26
132405	29729	T-MOBILE USA, INC.	09/26/2023	0.00	25.00
132406	30017	VERIZON WIRELESS	09/26/2023	0.00	2,044.54
132407	30581	VETSCH PLUMBING SERVICES	09/26/2023	0.00	170.00
Total for 9/26/2023:				0.00	138,413.04

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
Report Total (263 checks):				0.00	3,162,290.45



Administration

CITY OF HOPKINS

## City Council Report 2023-100

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

From: Ari Lenz, Assistant City Manager

Date: October 3, 2023

Subject: Approval of 2023 MOU with LELS #171 regarding wages

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### **RECOMMENDED ACTION**

**MOTION TO 2023 MOU with LELS#171 regarding wages**

### **OVERVIEW**

The City did a market study in early 2023 to better understand market conditions citywide. There was a market gap for sergeant compensation and due to the tight labor market for qualified police officers regionally, staff are recommending a wage adjustment in 2023 to the new recommended range resulting from the study.

The MOU will approve a wage adjustment for the sergeants effective September 10, 2023 the date we were able to reach a contract for 2024-2026.

Alternatively, the Council could not approve the MOU which would require staff to renegotiate with the union.

Estimated budget impact from this change is \$11,912. Due to other revenues being higher than expected, staff is comfortable with this budget impact in the 2023 budget.

### **SUPPORTING INFORMATION**

- MOU with LELS#143

**Memorandum of Understanding**  
**Between the City of Hopkins and**  
**Law Enforcement Labor Services, INC. Local #171**  
**2023 Wage Adjustment**

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

**WHEREAS**, the city conducted a market study to review citywide compensation and determined there was a market gap of sergeant compensation and there is a shortage of qualified licensed Police Officers regionally; and

**WHEREAS**, the parties have come to an agreement as a means of retaining and recognizing the change in market conditions since the 2021 labor agreement was adopted;

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

Effective September 10, 2023 the EMPLOYER will adjust the union compensation steps the following:

	Step 1 (Union Promotion)	Step 2 (After one year)	Step 3 (After 2 years)
2023	\$ 57.33/hr.	\$ 59.32/hr.	\$ 61.31/hr.

The implementation of this new compensation system removes Article 18. Longevity and Educational Incentives from the contract and allows for employees to be placed on union steps in accordance to their agreed upon years of service and education with the Union.

This Memorandum will remain in effect from September 10, 2023 through December 31, 2023.

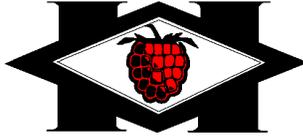
FOR THE CITY OF HOPKINS;

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

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

\_\_\_\_\_  
Darin Hill, Union

\_\_\_\_\_  
Mike Mornson, City Manager



Administration

CITY OF HOPKINS

## City Council Report 2023-101

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

From: Ari Lenz, Assistant City Manager

Date: October 3, 2023

Subject: Approval of 2024-2026 Contract with LELS #171

---

### **RECOMMENDED ACTION**

**MOTION TO** Approve 2024-2026 Union Contract with LELS #171

This will ratify a three year contract with the Sergeants.

### **OVERVIEW**

*This item depends on the approval of the MOU regarding 2023 wages being presented tonight, this item should not be adopted if there are issues with the MOU for 2023.*

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

#### Primary issues to consider:

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

#### Analysis of Issues

*What other economic issues are included in the new contract?*

The agreement implements a minor adjustment to the uniform allowance, a \$50 increase in 2024, an additional \$50 increase in 2025 and an additional \$50 increase in 2026. Uniform allowances have not been adjusted since 2017 and staff believe a minor increase is warranted given inflationary changes.

The agreement adds a fitness incentive of 1.0% starting in January 2025, for those sergeants who are able to meet fitness related goals. The requirements of that program will be adopted by July 1, 2024 by Police Administration. This incentive is consistent with incentives provided by multiple other police agencies and we believe is necessary to stay competitive.

*Will the agreement keep the City market competitive?*

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

*How does the agreement fit into the 2024 proposed budget.*

The agreement is within the budgeted amounts in the proposed budget. Estimated budget impact in 2024 is \$32,354.

## **SUPPORTING INFORMATION**

- 2024-26 Union Agreement

**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.<sup>1</sup>

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 work<sup>2</sup>. 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 date<sup>3</sup>.

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

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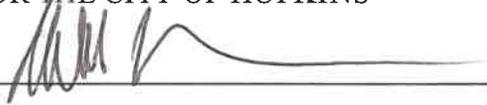
<sup>1</sup> The City reserves the right to not replace any employee who resigns or to modify the position and duties prior to hiring a new employee. This decision will not affect an employee's eligibility for an Advanced Notice payment.

<sup>2</sup> 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.

<sup>3</sup> 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.

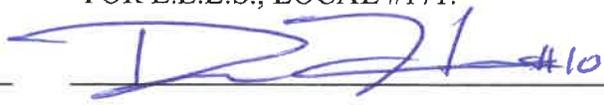
FOR THE CITY OF HOPKINS



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



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## 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.**

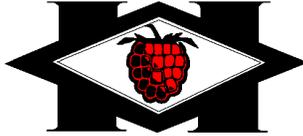
- 9.01 The City's designated laboratory shall disclose test result data only to the City Manager or the Assistant City Manager of the City of Hopkins.
- 9.02 Test result reports and other data acquired by the City in the drug or alcohol testing process is private data on individuals pursuant to Minnesota 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



Administration

CITY OF HOPKINS

## City Council Report 2023-107

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

From: PeggySue Imihy Bean, AICP, Special Projects and Initiatives Manager

Date: October 03, 2023

Subject: Approval of a Cross Easement Related to Cottageville Park with the Minnehaha Creek Watershed District

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### RECOMMENDED ACTION

**MOTION TO** Enter into a Cross Easement Related to Cottageville Park with the Minnehaha Creek Watershed District

### OVERVIEW

As part of the development process related to the project at 325 Blake Road and concurrent park improvements for Cottageville Park, the City seeks to enter into an easement agreement with the Minnehaha Creek Watershed District (MCWD) which grants each party the right to perform maintenance obligations on the other's property. This allows for the terms within the maintenance agreement, approved by both parties earlier this summer, to occur.

The MCWD brought this agreement forward to their board for approval on September 27, 2023.

### SUPPORTING INFORMATION

- Agreement for a Cross Easement between the City of Hopkins and the Minnehaha Creek Watershed District

## **EASEMENT**

### **On the Property of the Minnehaha Creek Watershed District and the City of Hopkins Hennepin County, Minnesota**

#### **Legal description of Burdened Parcels:**

*See Attachment A*

THIS EASEMENT is entered into between the Minnehaha Creek Watershed District, a special-purpose governmental body with authorities specified at Minnesota Statutes Chapters 103B and 103D (“District”), and the City of Hopkins, a home rule charter city of the State of Minnesota (“City”) (together, the “Parties”).

## **RECITALS**

A. District owns in fee those Burdened Parcels designated in Attachment A as Parcels A, B and C (“District Parcels”). City owns in fee that Burdened Parcel designated in Attachment A as Parcel D (“City Parcel”). The Parties have partnered to design, construct and maintain public park improvements on the four Burdened Parcels (the “Improvements”). The four Burdened Parcels are contiguous or proximate to what is presently designated as Cottageville Park. The Improvements are intended to expand the park on either side of Minnehaha Creek, which bounds the park to the south.

B. Pursuant to the Project Agreement for Cottageville Park Improvement and Maintenance dated May 25, 2023 (“Project Agreement”), the Parties have allocated between each other rights and obligations to construct, inspect, maintain and replace the Improvements. The purpose of this Easement is to afford each Party the right to enter the real property of the other Party in order to exercise its rights and fulfill its obligations under the Project Agreement, as it may be amended from time to time.

C. Accordingly, intending to be legally bound, the Parties enter into this Easement.

## **TERMS**

1. District may enter the City Parcel as follows:

a. On foot, by motorized vehicle and with motorized equipment, to operate and stage equipment, stockpile materials, remove brush and trees, and engage in other acts as necessary or convenient to construct the Improvements on the City Parcel and adjacent District Parcels.

b. On foot and with motorized equipment, to establish native vegetation, and to inspect and manage vegetation, within the delineated "Vegetation Area" on Attachment B, attached hereto and incorporated herein.

c. On foot and with motorized equipment, to replace public signage and informational displays.

2. City may enter the District Parcels as follows:

a. On foot, with motorized equipment, and with self-propelled mowing equipment for ordinary purposes of grounds maintenance, sanitation, hazard inspection and public safety.

b. On foot and with motorized equipment, to inspect and maintain public signage and informational displays.

c. On foot, by motorized vehicle and with motorized equipment, to replace the Improvements.

3. Before a Party enters the property of the other Party by motorized vehicle, and before any activity that will disturb the soil surface, the Parties will consult promptly and the entering Party will conform to reasonable terms stipulated by the other Party for equipment operation and site soil and vegetative restoration. Notwithstanding the foregoing, consultation is not required for City entry with mowing equipment under paragraph 2.a, above, provided the City does not enter the Vegetation Area as delineated on Attachment B.

4. When exercising a right of entry under this Easement, a Party will be responsible for site protection and public safety associated with its activity. The Party will avoid damage to any tree or root system, native vegetation, improvements and signage, except as the Parties agree, and will avoid actions that foster erosion of the creek bank. The Party will remove its trash and debris and will repair any damage to soils, vegetation, paved or installed surfaces or other surface or subsurface improvements resulting from its activity.

5. In consultation under paragraph 3 or 4 above, the City Engineer and the District Administrator are authorized to represent the City and the District, respectively.

6. In exercising its easement rights, a Party acts on its own behalf and not in any respect as agent or representative of the other Party. Each Party remains solely responsible to maintain liability and other insurance as it deems appropriate for its actions on and authority, if any, over the property of the other Party.

7. A Party may not assign this Easement or any right hereunder, but may exercise its easement rights through its own employees, contractors and volunteers.

8. The above Recitals are incorporated into this Easement as terms hereof. The Parties may amend this Easement only by a duly executed writing. This Easement will run with the land in perpetuity and bind and benefit the Parties and their respective representatives and successors, and all others who exercise any right by or through them. Each Party, at its cost, may file and refile this Easement in the Hennepin County land records.

**MINNEHAHA CREEK WATERSHED DISTRICT**

\_\_\_\_\_  
Sherry Davis White, President

Date:

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by  
Sherry Davis White as President of the Minnehaha Creek Watershed District.

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

**CITY of HOPKINS**

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

Date:

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Patrick Hanlon as Mayor, City of Hopkins.

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

\_\_\_\_\_  
By: Amy Domeier, Clerk

Date:

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Amy Domeier as Clerk, City of Hopkins.

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

This document prepared by:  
Smith Partners P.L.L.P.  
250 South Marquette Avenue, Suite 250  
Minneapolis MN 55401

## ATTACHMENT A

### **Parcel A** (PID 19 117 21 11 0079)

That part of Lot 70, Auditor's Subdivision No. 239, Hennepin County, Minnesota, lying Southwesterly of Minnehaha Creek, except that portion conveyed to Hennepin County for highway purposes.

### **Parcel B** (PID 19 117 21 11 0105)

Lot 17, Auditor's Subdivision No. 363.

### **Parcel C** (PID 19 117 21 11 0106)

All that part of Lot 18, Auditor's Subdivision No. 363, Hennepin County, Minnesota, described as follows: Beginning at the Northeast corner of said Lot 18; thence Southwesterly along the Northwesterly line of said Lot 18, a distance of 55.40 feet; thence South, parallel with the East line of said Lot 18; to the South line of said Lot 18; thence Southeasterly along said Southerly line of said Lot 18 to the Southeasterly corner of said Lot 18; thence North along the East line of said Lot 18 to the point of beginning.

### **Parcel D** (PID 19-117-21-11-0107)

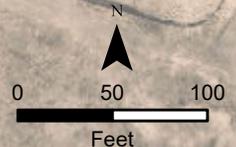
That part of lot 18 lying west of a line running south parallel with the east line of said lot from a point in the northerly line thereof distant 55.4 feet southwesterly from the northeast corner of said lot, Auditors Subdivision No. 363.

# COTTAGEVILLE PARK VEGETATION AREAS



### Legend

-  Parcel Boudary
-  Vegetation Area





Administration

CITY OF HOPKINS

## City Council Report 2023-108

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

From: PeggySue Imihy Bean, AICP, Special Projects and Initiatives Manager

Date: October 03, 2023

Subject: Enter into a one-year Agreement with ZEF Energy

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### **RECOMMENDED ACTION**

**MOTION TO** Enter into a one-year agreement with ZEF Energy.

### **OVERVIEW**

In 2014 the City of Hopkins entered into a five (5) year agreement with ZEF Energy to provide one dual port, electric vehicle charger in Lot 500, the lot adjacent to Driskills Market. This agreement expired in 2019 and ZEF Energy has continued to operate a charger in the interim.

Staff seek to enter into a 12-month agreement with ZEF while establishing a plan for Electric Vehicle charging throughout the community. Following the creation of a plan for EV charging, staff will work with ZEF to either enter into a longer-term agreement or ask ZEF to remove the charger.

### **SUPPORTING INFORMATION**

- Agreement for a one-year term between City of Hopkins and ZEF Energy

SITE HOST AGREEMENT

THIS AGREEMENT ("Agreement") is made this 19<sup>th</sup> day of September by and between City of Hopkins (hereinafter "SITE HOST"), and ZEF ENERGY Inc, a Minnesota Corporation (hereinafter "ZEF Energy") (each a "Party," together the "Parties"):

RECITALS

WHEREAS, SITE HOST is a City in the United States of America; and

WHEREAS, ZEF Energy desires to install and operate one (1) Electric Vehicle Charging Hub to provide fee-based charging opportunities for SITE HOST visitors and customers; and

WHEREAS, SITE HOST desires to provide access to parking facilities and allow for access to electrical service through the nominated property to ZEF Energy for the aforementioned purposes pursuant to the terms and conditions contained herein.

NOW THEREFORE, in consideration of their mutual promises made herein, and for other good and valuable consideration, receipt of which is hereby acknowledged by each party, the parties, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. Term and Termination.

- a) Term. This Agreement shall commence on the date first written above (the "Effective Date"), and shall remain in effect for one (1) year thereafter (the "Term").
- b) Termination for Cause. Either party may immediately terminate this Agreement at any time for Cause by giving written notice of termination to the other. For purposes of this Section 1(b), "Cause" shall mean: (i) either party misappropriates the other's funds, property, trade secrets, confidential information or otherwise defrauds the other; (ii) either party materially breaches any provision of this Agreement.
- c) Termination by ZEF Energy. ZEF Energy may, in its sole discretion, remove the Electric Vehicle Charging Hub from the Intended Location and may terminate this Agreement with the SITE HOST if (1) ZEF Energy has made no Profit under this Agreement in the preceding calendar year, or (2) ZEF Energy reasonably deems the Profit generated hereunder to be insufficient to warrant the additional expense of maintaining the Electric Vehicle Charging Hub for the remainder of the Term. Zef Energy agrees to provide Site Host at least 14 days notice prior to contract termination.
- d) Termination by Agreement. The Parties may terminate this Agreement at any time by mutual written consent.

2. Definitions. For purposes of this Agreement, the following terms shall be ascribed the following meanings:

- a) "Closed Sale(s)" means the fee a User of the Electric Vehicle Charging Hub pays ZEF Energy for use of the Electric Vehicle Charging Hub for a given session.

- b) "Electrical Costs" means ZEF Energy's actual costs to provide electricity, inclusive of tariffs brought to qualify the provision of electricity as sourced from renewable energy sources, for the Electric Vehicle Charging Hub located at/on the Intended Location.
  - c) "Electric Vehicle Charging Hub" means the electrical equipment and civil infrastructure ZEF Energy provides, or otherwise causes the provision of, for SITE HOST and Users to charge electric vehicles or other equipment compatible with that charging infrastructure inherent to the Electric Vehicle Charging Hub.
  - d) "Intended Location" means SW Corner Oriskany, in Hopkins, Minnesota as further represented in Appendix A.
  - e) "Maintenance Costs" means ZEF Energy's actual costs to maintain the Electric Vehicle Charging Hub in working order and good repair.
  - f) "User(s)" means the visitors to the Intended Location who use the Electric Vehicle Charging Hub for a fee.
3. **Duties of SITE HOST.** For the Term of this Agreement and any extensions hereto, SITE HOST shall:
- a) Allow the Electric Vehicle Charging Hub to remain at/on the Intended Location;
  - b) Provide two (2) contiguous parking spaces of standard width and length directly adjacent to the Electric Vehicle Charging Station Hub for the exclusive use of electric vehicles.
  - c) Provide the Electric Vehicle Charging Hub with access to electricity through the property;
  - d) Ensure snow clearance within 24-hours of a snow event to allow access to Electric Vehicle Charging Hub;
  - e) Otherwise ensure freedom of access to the Electric Vehicle Charging Hub by electric vehicles capable of using said equipment on a 24/7/365 basis; and
  - f) Perform any other activities reasonably necessary to effectuate the intent of this Agreement.
4. **Duties of ZEF Energy.** For the Term of this Agreement and any extensions hereto, ZEF Energy shall:
- a) Provide an Electric Vehicle Charging Hub and associated electrical and civil infrastructure to be placed at/on the Intended Location;
  - b) Maintain the Electric Vehicle Charging Hub in working order and good repair;
  - c) Have the exclusive authority to determine the means and methods by which Electric Vehicle Charging Hub sales are generated;
  - d) Track the charging sessions at the Electric Vehicle Charging Hub so that both Parties can accurately track the number of transactions and therefore track usage and trends of charging sessions resulting from this Agreement;
5. **Representations and Warranties.** Each Party to this Agreement represents and warrants as follows:
- a) It is free to enter into this Agreement and doing so will not infringe upon the rights of any third parties.
  - b) The person whose signature appears on this document has the authority to enter into the Agreement on behalf of the Party bound hereby.
  - c) It has done sufficient due diligence regarding its ability to perform as required under this Agreement and is ready and able to do so.
6. **Expenses.**

- a) Yearly Statement. On or before January 31 of a given calendar year, ZEF Energy shall provide a summary report to SITE HOST outlining all the Electric Vehicle Charging Hub sessions from the previous calendar year to the SITE HOST.
  - b) Expenses. Each Party is solely and exclusively responsible for the payment of all expenses incurred in fulfilling its obligations under this Agreement.
7. **Data Practices Act Compliance.** Data provided, produced, or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. ZEF Energy will immediately report to SITE HOST any requests from third parties for information relating to this Agreement. ZEF Energy agrees to promptly respond to inquiries from SITE HOST concerning data requests.
8. **Non-Disclosure of Confidential Information.** SITE HOST and ZEF Energy may from time to time, and at their sole discretion, disclose to the other certain Confidential Information for the sole purpose of this Agreement. ZEF Energy and SITE HOST mutually agree to hold such Confidential Information in strict confidence and such Confidential Information shall not be disclosed to any other person other than in connection with ZEF Energy's work for SITE HOST under this Agreement, or as needed to comply with The Data Practices Act. Confidential Information includes, but is not limited to, trade secrets as defined by the common law and statute in Minnesota or any future Minnesota statute, patent applications, processes, policies, procedures, techniques including marketing techniques, designs, drawings, know-how, show-how, technical information, business models or plans, branding strategies, vendors, specifications, market research, customer information, customer lists, customer contact information, keywords, ad creative and account structuring. For the purposes of this Agreement, the following will not constitute Confidential Information (i) Information which is or subsequently becomes generally available to the public through no act of ZEF Energy or SITE HOST and/or (ii) information which is lawfully obtained by operation of law or by the order of a court of competent jurisdiction. This Section 7 shall survive expiration or termination of this Agreement.
9. **Indemnification.** Each Party agrees to indemnify and hold harmless the other party, including its officers, directors, employees, agents, successors, and assigns against all losses, damages, or expenses of whatever form or nature, including attorneys' fees and other costs of legal defense, that they, or any of them, sustains or incurs as a result of any act, error, or omission of the indemnifying party, including its officers, directors, employees, agents, successors, and assigns, but only to the extent that such loss results directly from the indemnifying party's breach of obligations under this Agreement. This Section 8 shall survive expiration or termination of this Agreement.
10. **Limitation of Liability.** NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. This Section 9 shall survive expiration or termination of this Agreement.
11. **Amendment.** The Parties may amend this Agreement only by mutual written consent.

- 12. **Assignability.** The rights and obligations shall inure to the benefit of and be binding upon the successors and assigns of SITE HOST or ZEF Energy. ZEF Energy shall have the right to assign this Agreement with written consent of SITE HOST.
- 13. **Severability.** If any provision of this Agreement is deemed to be invalid or unenforceable, the remaining provisions of this Agreement shall be valid and binding and of like effect as though such provision were not included.
- 14. **Entire Agreement.** This Agreement represents the full and complete understanding of the Parties hereto with respect to the subject matter hereof. Any previous or contemporaneous understandings between them have been merged into this Agreement.
- 15. **Notices.** All notices, offers, acceptance and any other acts under this Agreement (except payment) shall be in writing, and shall be sufficiently given if delivered to the addressees in person, by courier or similar receipted delivery, by facsimile, by email delivery or, if mailed, postage prepaid, by certified mail, return receipt requested as follows:

To SITE HOST: Address

\_\_\_\_\_

Email: \_\_\_\_\_, Facsimile: \_\_\_\_\_.

To ZEF Energy Inc., : Address 323 Washington Avenue N, STE 200, MPLS, MN, 55401

Email: matthew@zefenergy.com, Facsimile: \_\_\_\_\_.

Or to such other address as either of them, by notice to the other may designate from time to time. The transmission confirmation receipt from the sender's facsimile machine shall be evidence of successful facsimile delivery.

16. Independent Contractor. All Services provided pursuant to this Agreement shall be provided by Zef Energy as an independent contractor and not as an employee of SITE HOST for any purpose. Any and all officers, employees, subcontractors, and agents of ZEF Energy, or any other person engaged by ZEF Energy in the performance of the Services pursuant to this Agreement, shall not be considered employees of SITE HOST. Any and all actions which arise as a consequence of any act or omission on the part of ZEF Energy, its employees, subcontractors, or agents, or other persons engaged by ZEF Energy in the performance of Services pursuant to this Agreement, shall not be the obligation or responsibility of SITE HOST. ZEF Energy, its employees, subcontractors, or agents shall not be entitled to any of the rights, privileges, or benefits of the SITE HOST's employees, except as otherwise stated in this Agreement.

Initials: SITE HOST \_\_\_\_\_ ZEF Energy MB

17. **Governing Law and Venue.** This Agreement shall be governed or interpreted according to the internal laws of the State of Minnesota without regard to choice of law considerations. Venue for the resolution of any disputes arising hereunder shall be in the District Court of the State of Minnesota.

18. Subject to the requirements of Minnesota Statutes section 16C.05, subd. 5, SITE HOST, the State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of ZEF Energy and involve transactions relating to this Agreement. ZEF Energy shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation, or termination.

City of Hopkins (SITE HOST)

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

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

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

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

ZEF Energy Inc. (ZEF Energy)

  
\_\_\_\_\_  
Matthew Blackler, CEO

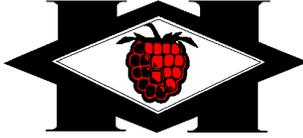
Date: 9/19/23

Initials: SITE HOST \_\_\_\_\_ ZEF Energy 

Appendix A: Location

SW Corner of Driskill's Downtown Market parking lot, City of Hopkins, MN, as indicated by the "ZEF Charging Station" icon in the image below.





CITY OF HOPKINS

## City Council Report 2023-103

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

From: Ryan Krzos, City Planner

Date: October 3, 2023

Subject: 412 - 5th Ave N – Cassia Chapel View Care Center - Planned Unit  
Development and Conditional Use Permit

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### RECOMMENDED ACTION

#### MOTIONS TO:

Adopt Resolution 2023-033, approving a First Reading of the PUD Overlay Rezoning Ordinance and granting PUD Site Plan approval for 412 - 5th Ave N.

Adopt Resolution 2023-034, approving a Conditional Use Permit allowing an 88-bed Skilled Nursing Facility at 412 - 5th Ave N.

### OVERVIEW

Augustana Land Development LLC. requests land use approvals to allow a redevelopment of the former Mizpah Church at 412 - 5<sup>th</sup> Avenue North. The two-story development is for a new 88-bed skilled nursing facility adjacent to their existing Chapel View campus. A conditional use permit is required for this type of use.

The proposed location is a 2.37-acre parcel with a vacated church. The new development proposal would include demolishing the church building. The applicant is also seeking the planned unit development (PUD) form of approval to facilitate the redevelopment. The Planning and Zoning Commission held a public hearing on this item at their September 26, 2023 meeting. Staff and the Planning and Zoning Commission recommend approval of the requests.

### PRIMARY ISSUES TO CONSIDER

- Background
- Legal Authority
- Zoning Review
- Alternatives

### SUPPORTING INFORMATION

- Resolutions 2023-033 & 2023-034
- Owner's Application, Narrative, Plans and Exhibits

## **BACKGROUND**

The subject property at 412 - 5<sup>th</sup> Avenue North is zoned NX2, General Residential Mixed and is the location of the former Mizpah United Church of Christ facility. The existing church building was constructed in the 1950s with additions in the 1960s and 1980s. Day care businesses have also operated in the building. Augustana Land Development LLC recently purchased the property and is proposing to demolish the church building and construct a two-story 88-bed skilled nursing facility.

The property owner operates the Chapel View campus adjacent to the site to the southwest. The owner indicates that the skilled nursing units in an existing building would be relocated to the new building. Facilities within that existing skilled nursing unit building, including a chapel, kitchen, and mechanical equipment, would remain to serve the entire campus despite the building no longer having residents. Future redevelopment of that building could occur and would need City land use approvals. The property owner also owns 6 of the 8 dwellings along the west side of 5<sup>th</sup> Avenue to the south of the site. None of those properties are part of this project, and they are guided by the Comprehensive Plan to remain generally same; at low to medium residential density (5-12 units per acre).

Skilled nursing facilities are within the group living category as defined by the Zoning Code. Other group living uses include convents, dormitories, monasteries, fraternity and sorority houses, rooming houses, and residential facilities. Group living uses in the NX2 zone are a conditional use, meaning a conditional use permit must be granted by the City to initiate the use at a particular location.

The applicant is also seeking the PUD form of approval which allows departures from the underlying zoning requirements in exchange for a development that exceeds minimum standards and quality. Because the proposed building is for a very specific population, the design of the building addresses different functional needs than if it was for the general population, particularly in the area of parking and circulation. A PUD allows for the flexibility to design parking that meets the needs of guests and employees rather than the occupants. Additionally, the subject lot has significant depth in relation to its width. As such, flexibility for building layout standards allows for more efficient use of the site's developable area.

## **PUBLIC COMMENT**

These planned unit development and conditional use applications require the applicant to host a neighborhood meeting. The intent of the neighborhood meeting is to expand and enhance the dissemination of information to the residents of the City and to encourage involvement by residents in the planning process. The meeting was held on Monday, September 11, 2023, at Gethsemane Lutheran Church. A summary of the meeting is included as an attachment.

The land use approval requests also require a public hearing. The Planning and Zoning Commission held the public hearing at their September 26, 2023 meeting. The City published notice of the public hearing in the official paper and mailed notices directly to the properties and residents within 500 feet of the subject property. Signage informing the community of a pending development proposal was also displayed on the site. The City did not receive any written comments or calls on this item. During the public hearing, two members of the public spoke. One speaker indicated concerns about the

prospect of vacant residential units, the other speaker expressed concerns about a tenant of a property owned by the applicant.

Following the public hearing, the Planning and Zoning Commission discussed the proposal and the comments made by the speakers. Following discussion, the Planning and Zoning Commission approved a resolution recommending that the City Council approve the planned unit development request with the added stipulation that the applicant provides information to the Council on its position on corporate accountability, resolution of complaints and corporate responsibility. The applicant's statement to that effect is included as an attachment to this report. The Commission also unanimously approved a resolution recommending that the City Council approve the requested conditional use permit.

### **LEGAL AUTHORITY**

This proposal includes two different types of land use applications. The planned unit development application is 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.

Conversely, a conditional use permit request is considered a quasi-judicial action. For this type of application, the City is judging whether the applicable Zoning regulations and approval criteria are or will be followed. Generally, if the application meets these requirements they should be approved. The City may impose conditions as long as said conditions are reasonably related to the impacts of the use or structures in question.

### **CONDITIONAL USE PERMIT REVIEW**

The NX2 zone allows for Group Living uses upon approval of a conditional use permit. New conditional use permits may only be granted if the City determines that:

- (1) The proposed conditional use is consistent with the comprehensive plan and the purposes of the development code;
- (2) The proposed conditional use complies with all applicable provisions of the development code; and
- (3) The proposed conditional use will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

#### *Consistency with the Comprehensive Plan*

The subject property is guided as General Urban Neighborhood in the [2040 Comprehensive Plan](#). The General Urban Neighborhood is characterized by compact moderate to high density residential neighborhoods include a range of attached multiple family and apartment units of varying scale and height. Neighborhoods typically are designed around large blocks with internal street systems that provide good vehicle connections. Development in the General Urban Neighborhood is to consist of moderate to high density residential and accessory uses. Projects are expected to be well connected via transit and support adjacent Centers. Scale and height of development should be compatible with existing and planned character. The residential density prescribed in the 2040 Comprehensive Plan in the General Urban Neighborhood future land use designation is 5 to 40 units per acre. With 88 beds and a

parcel size of 2.37 acres the density equates to 37 units per acre.

The following goals and policies of the Comprehensive Plan are supported by the proposed development:

#### Built Environment – Land Use

- Support and strengthen the city's residential areas with reinvestment and appropriate infill.
- Encourage all developments to incorporate common spaces (interior or exterior) that help enhance the public realm and sense of community.

#### Built Environment – Housing

- Grow the supply of housing in Hopkins, particularly in targeted areas.
- Support the development of moderate to high density housing in appropriate locations.
- Maintain neighborhoods with a choice of quality housing options, including those meeting the needs of a variety of household types and life stages.
- Use redevelopment opportunities to provide new housing choices for the community.

#### Social Environment – Quality of Life

- Support the vision of a community where everyone has access to the resources and opportunities needed to live healthy, active lives.

#### Natural Environment – Sustainability and Natural Resources

- Encourage sustainable practices in locating, designing, constructing, and maintaining development in the city.
- Support site design that efficiently and sustainably uses space.
- Support greener development patterns through stormwater management and landscaping of sites.
- Increase the use of solar power and other renewable sources for city infrastructure, facilities, and operations and encourage residents and businesses to make renewable energy improvements.
- Support the development and use of renewable energy sources in Hopkins, including solar, geothermal, biomass, and other alternatives.

#### *Consistency with the Development Code*

A detailed assessment of the proposed facility against the standards of the zoning code is available [here](#). As noted, multiple aspects of the project conflict with code requirements. As a result, the applicant is requesting approval of the project under the planned unit development process – as further analyzed below. Should the City decide against granting the planned unit development form of approval then any conflicts with the code should be resolved in order to grant conditional use permit approval.

Beyond the deviations from the code requested by the applicant, staff is recommending conditions of approval requiring modifications to comply with certain standards.

Specifically, the recommended conditions would require the following actions:

- Installation of 15 bicycle parking stalls near the north main entryway. This would include a modification to the requirement that would have otherwise required 13

of the 15 stalls to meet the long-term standards.

- Provision of two electric vehicle charging stations, and provision of four additional EV-ready stalls.
- Addition of a fence between the proposed building and the dwelling located to the south in compliance with the side and rear buffer standards.
- Reduce the width of the driveway opening from 24 feet to 22 feet.
- The applicant will need to demonstrate that the proposed outdoor generator cannot function inside or otherwise relocate the equipment inside.
- Provide 15-foot clearance for the canopy over the vehicle circulation area (currently proposed at 14 feet).
- Verification of the required architectural and design detail standards regarding:
  - 70% of all street facade upper story windows must be operable;
  - Windows shall be recessed with the glass a minimum of 2 inches from the facade surface material or adjacent trim.
  - Use of commercial grade quality doors, windows, and hardware
  - Shadow lines must delineate changes in materials with a thickness that is greater than 1.5 inches (Note: this would be applicable where brick transitions to fiber cement panels)
  - Fencing details for the refuse and equipment enclosures in accordance with screening standards

Staff find that these modifications are relatively minor in nature, and incorporating said changes to the plans would not alter how the development would impact the neighborhood.

#### *Impact on the Surroundings*

No material negative impacts on the immediate area are expected because of the proposed redevelopment. A [traffic study](#) conducted by the City's on-call traffic consultant suggests that the proposed development is expected to generate approximately 12 - a.m. and p.m. peak hour trips and 269 daily trips. Furthermore, vehicle traffic generated from the proposed use can be supported by the existing roadway network and no vehicular capacity improvements are expected to be needed.

The scale and height of the building is consistent with its surroundings. Plantings and required buffer fencing (see [Zoning Review](#)) provide appropriate transition with adjoining property. The redevelopment is not likely to impede the logical and orderly development (or redevelopment) of the adjoining properties.

#### **PLANNED UNIT DEVELOPMENT REVIEW**

The purpose of a planned unit development is to allow flexibility from traditional development standards in return for a higher quality development. Typically, the City looks for an applicant to exceed other zoning standards, building code requirements or meet other goals of the Comprehensive Plan. In exchange for the flexibility offered by the planned unit development, the applicant is expected to detail how they intend to provide a higher quality development or meet other City goals.

The Zoning Code establishes two types of Planned Unit Developments (PUDs): small-scale PUD and large-scale PUD. Small-scale PUDs are optional for projects 3 acres in area or more, and mandatory for projects above that threshold. Since the affected parcel is 2.37 acres in size, the small-scale PUD should apply. In general, small-scale

PUDs are more tailored to development on a single lot; whereas, large-scale PUDs are to promote master-planned development of large parcels with a system of streets, blocks, and open spaces, and a mix of zones to create new, walkable neighborhoods.

The PUD process includes approval of a PUD overlay rezoning, and a PUD site plan approval. The rezoning component of the process adopts an overlay zone that supplements the underlying base zone (in this case the NX2 zone). The detailed plans for building and site design for the subject property comprise the PUD site plan.

The requested Planned Unit Development would authorize the applicant to deviate from the zoning regulations described in the table on the following page. The applicant is seeking this flexibility in exchange for installation of rooftop solar panels, creation of privately owned park-like space along the sidewalk frontage, and interior courtyards for residents with significant planted areas.

<b>Requested Planned Unit Development Deviations</b>		
<b>Zoning Category</b>	<b>Zoning Requirement</b>	<b>Requested Deviation</b>
Building Location	120-380(d)(1) Front Streetwall. 75% minimum	89.7%
Parking & Accessory Structures	102-880(e)(9) Surface Parking Location. Rear Yard	Proposed Parking on side and rear yard.
Trash Recycling, Refuse Locations	102-350 (d)(1) Trash, recycling, and other refuse areas must be located inside the building with access doors off the rear or interior side facade.	Refuse container area proposed exterior to the building.
Bicycle Parking Minimum	102-920 (a) A minimum of 15. (1 stall per 6 beds) 90% of required minimum as long-term.	A minimum of 6 bike parking spaces will be provided. 100% allowed as short-term.

In making recommendations and decisions regarding approval of PUDs, the City must consider at least the following factors:

- a. Whether the proposed PUD development plan and zoning map amendment is consistent with the comprehensive plan and any other adopted plans for the subject area;
- b. Whether PUD development plan complies with the PUD overlay zone provisions of Section 102-440 of the Development Code;
- c. Whether the proposed development will result in public benefits that are greater than or at least equal to those that would have resulted from development under conventional zoning regulations; and
- d. Whether appropriate terms and conditions have been imposed on the approval to protect the interests of surrounding property owners and residents, existing and future residents of the PUD and the general public.

### *Consistency with the Comprehensive Plan*

A finding that the project is consistent with the Comprehensive Plan is required for approval of the Planned Unit Development. As noted in the Conditional Use Permit review section above, the proposal is consistent with the density guidance and would not directly conflict with the goals or policies of the Comprehensive Plan from staff's perspective. There are no other adopted plans applicable to the subject site.

### *Consistency with the PUD Section of the Code*

This application is being pursued as a small-scale PUD. The provisions of Section 102-440 related to small-scale PUDs primarily state that the development would not be accommodated under the otherwise applicable standards and that the public benefits are at least commensurate with the degree of development flexibility granted and are addressed. Staff finds that the proposal generally strikes a reasonable balance in providing flexibility in exchange for a better overall project. The other provisions of this section pertain to the size and design of large-scale PUDs, which is not applicable.

### *Balance of Benefits and Flexibility*

The applicant is seeking relief from the zoning provisions specified above. In general, staff finds that the requested deviations from the underlying standards are appropriately compensated for in the overall proposal.

### *Protect Surroundings*

As noted in the conditional use permit review section, no material negative impacts on the immediate area are expected because of the proposed expansion.

## **ALTERNATIVES**

1. Approve the proposed land use requests. The City Council could consider applying additional or modified conditions of approval.
2. Deny the proposed land use requests. 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 Council indicates that further information is needed, the item should be continued.

**CITY OF HOPKINS  
HENNEPIN COUNTY, MINNESOTA**

**ORDINANCE 2023-1202**

**AN ORDINANCE REZONING THE PROPERTY AT 412 – 5<sup>TH</sup> AVENUE NORTH (WITH  
PID 24-117-22-12-0008) FROM NX2, GENERAL RESIDENTIAL MIX TO NX2,  
GENERAL RESIDENTIAL MIX WITH A PLANNED UNIT DEVELOPMENT**

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

1. That the zoning classification of NX2, General Residential Mix, upon the following described premises is hereby repealed, and in lieu thereof, said premises is hereby zoned NX2, General Residential Mix with a Planned Unit Development (PUD).
2. The property to be rezoned is legally described in Exhibit A

First Reading:	October 3, 2023
Second Reading:	October 10, 2023
Date of Publication:	October 19, 2022
Date Ordinance Takes Effect:	October 19, 2022

ATTEST:

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

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

EXHIBIT A  
Legal Description of subject property

Parcel 1:

The North 45.22 feet of the following described property:

All that part of the West one-half of the Northeast Quarter of Section 24, Township 117 North, Range 22 West of the Fifth Principal Meridian, described as follows, to-wit: Beginning on the East line of the Northwest Quarter of the Northeast Quarter of Section 24, Township 117, Range 22 at a point 1266.9 feet South of the Northeast corner of the Northwest Quarter of the North-East Quarter, thence South 554.7 feet to the North line of the Minnetonka Mills Road, thence Northwesterly along said line 531.92 feet, thence North and parallel with the East line of Northwest Quarter of the Northeast Quarter 340.4 feet, thence East 486.87 feet to the place of beginning, except the East 164 feet.

Being Registered land as is evidenced by Certificate of Title No. 458162.

Parcel 2:

The South 200 feet of the North 1266.9 feet of the East 486.87 feet of the Northwest quarter of the Northeast quarter of Section 24, Township 117, Range 22.

Being Registered land as is evidenced by Certificate of Title No. 166598.

**CITY OF HOPKINS**  
**Hennepin County, Minnesota**

**RESOLUTION 2023-033**

**A RESOLUTION APPROVING A FIRST READING OF AN ORDINANCE REZONING THE PROPERTY AT 412 - 5<sup>TH</sup> AVENUE NORTH FROM NX2, GENERAL RESIDENTIAL MIX TO NX2 GENERAL RESIDENTIAL MIX WITH A PLANNED UNIT DEVELOPMENT, AND GRANTING PUD SITE PLAN APPROVAL, SUBJECT TO CONDITIONS**

**WHEREAS**, the applicant, Augustana Land Development LLC, initiated an application requesting to rezone the property at 412 - 5<sup>th</sup> Avenue North (PID 24-117-22-12-0008) from NX2, General Residential Mix to NX2, General Residential Mix with a Planned Unit Development (PUD) and requesting approval of a PUD site plan, 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 applicant on August 25, 2023; 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 September 26, 2023; all persons present were given an opportunity to be heard; and,
3. That the Hopkins Planning & Zoning Commission reviewed this application during their September 26, 2023 meeting and recommended approval by the City Council; and,
4. That written comments and analysis of City staff were considered; and,

**WHEREAS**, staff recommended approval of the above stated application based on the findings outlined in Council Report 2023-103 dated October 3, 2023.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hopkins hereby approves a first reading of an ordinance rezoning the property at 412 - 5<sup>th</sup> Avenue from NX2, General Residential Mix to NX2, General Residential Mix with a Planned Unit Development (PUD) and hereby grants PUD site plan approval, subject to the conditions listed below.

1. Execution of a Planned Unit Development Agreement.
2. Approval of the associated conditional use permit to allow the proposed 88-bed Skilled Nursing Facility in the NX2, General Residential Mix zone and conformance with all related conditions.
3. Installation of two level 1 or level 2 electric vehicle charging stations, and provision of EV-ready capability in at least four additional stalls.

4. Installation of a minimum of 6 bicycle parking stalls near the north main entryway meeting the requirements for short-term parking. Note: this would include a PUD deviation to the requirement that would have otherwise required 15 bike parking stalls with 13 meeting the long-term standards.
5. Modification and resubmittal of site plans to show the addition of a fence between the proposed building and the dwelling located to the south in compliance with the side and rear buffer standards.
6. Modification and resubmittal of site plans to reduce the width of the driveway opening from 24 feet to 22 feet.
7. Modification of plans or verification that the horizontal shadow lines at the top of the ground story meet the requirement to be provide said shadow lines along 80% of the front façade.
8. Submittal of building plans that demonstrate compliance with the requirement that 70% of all street facade upper story windows are operable.
9. Submittal of building plans that demonstrate compliance with the requirement that windows are recessed with the glass a minimum of 2 inches from the facade surface material or adjacent trim.
10. Submittal of building plans that demonstrate compliance with the requirement that commercial grade quality doors, windows, and hardware are used.
11. Submittal of building plans that demonstrate compliance with the requirement that shadow lines delineate changes in materials with a thickness that is greater than 1.5 inches.
12. Submittal of building plans that provide fencing details for the refuse and equipment enclosures in accordance with screening standards per Section 102-8140 of the Zoning Code.
13. The applicant shall demonstrate that the proposed outdoor generator cannot function inside or shall be otherwise required to locate the equipment inside.
14. Approval of the development by the Minnehaha Creek Watershed District and conformance with all related conditions.
15. Payment of all applicable development fees including, but not limited to SAC, park dedication and City Attorney fees.

Adopted this 3rd day of October, 2023.

ATTEST:

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Patrick Hanlon, Mayor

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Amy Domeier, City Clerk

EXHIBIT A  
Legal Description of subject property

Parcel 1:

The North 45.22 feet of the following described property:

All that part of the West one-half of the Northeast Quarter of Section 24, Township 117 North, Range 22 West of the Fifth Principal Meridian, described as follows, to-wit: Beginning on the East line of the Northwest Quarter of the Northeast Quarter of Section 24, Township 117, Range 22 at a point 1266.9 feet South of the Northeast corner of the Northwest Quarter of the North-East Quarter, thence South 554.7 feet to the North line of the Minnetonka Mills Road, thence Northwesterly along said line 531.92 feet, thence North and parallel with the East line of Northwest Quarter of the Northeast Quarter 340.4 feet, thence East 486.87 feet to the place of beginning, except the East 164 feet.

Being Registered land as is evidenced by Certificate of Title No. 458162.

Parcel 2:

The South 200 feet of the North 1266.9 feet of the East 486.87 feet of the Northwest quarter of the Northeast quarter of Section 24, Township 117, Range 22.

Being Registered land as is evidenced by Certificate of Title No. 166598.

**CITY OF HOPKINS**  
**Hennepin County, Minnesota**

**RESOLUTION 2023-034**

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW AN 88-BED SKILLED NURSING FACILITY IN THE NX2 GENERAL RESIDENTIAL MIX ZONE ON THE PROPERTY AT 412 5<sup>TH</sup> AVENUE NORTH, SUBJECT TO CONDITIONS**

**WHEREAS**, the applicant, Augustana Land Development LLC, initiated an application for a conditional use permit to allow an 88-bed Skilled Nursing Facility on property in the NX2, General Residential Mix zone at 412 - 5<sup>th</sup> Avenue North, 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 applicant on August 25, 2023; 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 September 26, 2023: all persons present were given an opportunity to be heard; and,
3. That the Hopkins Planning & Zoning Commission reviewed this application during their September 26, 2023 meeting and recommended approval by the City Council; and,
4. That written comments and analysis of City staff were considered; and,

**WHEREAS**, staff recommended approval of the above stated application based on the findings in Council Report 2023-103 dated October 3, 2023.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hopkins hereby approves a conditional use permit to allow an 88-bed Skilled Nursing Facility in the NX2, General Residential Mix zone at 412 - 5<sup>th</sup> Avenue North, subject to the conditions listed below.

1. Conformance with all the general performance standards in Section 102-590 of the Hopkins Development Code.
2. Approval of the associated rezoning application and execution of a Planned Unit Development (PUD) Agreement.
3. Approval of the associated PUD site plan and conformance with all related conditions.
4. Approval of all necessary permits from the Building, Engineering and Fire Departments.

5. Approval of the development by the Minnehaha Creek Watershed District and conforms with all related conditions.
6. Payment of all applicable development fees including, but not limited to SAC, park dedication and City Attorney fees.

Adopted this 3<sup>rd</sup> Day of October, 2023.

ATTEST:

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

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

EXHIBIT A  
Legal Description of subject property

Parcel 1:

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Parcel 2:

The South 200 feet of the North 1266.9 feet of the East 486.87 feet of the Northwest quarter of the Northeast quarter of Section 24, Township 117, Range 22.

Being Registered land as is evidenced by Certificate of Title No. 166598.



To:

9.28.23

Residents of the City of Hopkins

City of Hopkins Planning and Zoning Staff and Commission

City of Hopkins City Council

I am writing this letter to you as a response to the City of Hopkins Planning and Zoning meeting that took place on September 26<sup>th</sup>, 2023. A current resident had put into question how we manage our residential properties along 5<sup>th</sup> Ave. and shared some of their experiences of Cassia's response. This raised the question of how Cassia views corporate responsibility and how we operate among a predominantly residential community. It was also counter to the organizations position to be a good neighbor in all of our communities as promoted in the neighborhood meeting held on September 11<sup>th</sup>, 2023.

As I have looked into the matters raised at the 9.26.23 Planning and Zoning Meeting, I have found that we as an organization have in fact continued to uphold every effort to be a good neighbor in the city of Hopkins based on the following;

- We currently own 12 housing units along 5<sup>th</sup> Ave. and 1 housing unit on Minnetonka Mills Rd., all of which are currently occupied.
- Of the thirteen units, just over half of them are rented to current or former employees, all of whom are in good standing
- This rental opportunity allows for some of our staff to have affordable housing and a short commute to work
- We do require background checks on all new tenants
- We recently have done a background check audit, not related to this sequence of meetings, and have one on file for all current tenants with the exception of one. The one we are missing is from a current employee that remains in good standing.
- Chapel View provides lawn care services and snow removal for the tenants at all of these locations
- If there are repairs needed at any of the rental units, the tenants have access to an online repair request software. Once received our maintenance team can begin to address these items.
- We do address complaints, internal and external, through the campus administrator. To date, it is our understanding that all complaints have been addressed with the exception of the most recent one that was sent on 9.20.23. This is still under review by our organization.

It is our understanding that of all of the tenants that we provide housing to along 5<sup>th</sup> Ave. and Minnetonka Mills Rd., there is only one that has had public complaints made against them. Our site leaders have been actively working with the City of Hopkins Police Department and Fire Department when necessary to handle these situations at this one location. It should also be recalled that through



the Covid pandemic that eviction was not allowed by both federal and state mandate. During that time our site leaders worked in concert with the city to address issues as best they could as that time was challenging for all. It is our confirmed belief that we have partnered well with the city and its supportive resources to address matters as best possible. Please know that we, as an organization, are actively pursuing all means to address this specific issue within our control at this time.

I would like to also speak to another residents concern that was brought to the attention of the Planning Commission. Regarding our existing skilled nursing facility relocating to the new building on 5<sup>th</sup> Ave., and our operations vacating the existing facility on Minnetonka Mills. We do anticipate that that there will still be employee activity occurring within that building for the following reasons;

- The existing care center houses major mechanical systems for the Chapel View Apartment building.
- There is a full functioning kitchen that provides meals to the Chapel View Apartments.
- There is a beautiful chapel that we cannot move to the old building.

Although the skilled nursing residents and staff will not be in the rooms anymore, we anticipate the staff will still be in the halls and community space. We also anticipate that residents from the Chapel View Apartments will spread out a little bit more in the newly available space. We know that the grounds will need to be maintained as they currently are until a final plan is established for this location. On our current schedule, we know that this building will not be vacated any earlier than mid-year 2026. At that point we will have a better view of how the site may best be used to serve other lines of senior care and the Hopkins community.

The request of the Planning and Zoning Commission on September 26<sup>th</sup> was to draft a position on how we approach Resolution of Complaints, Accountability of the properties we own, and Corporate Responsibility. We believe that through this review we do align with those values of the City of Hopkins. Resolutions of Complaints are managed through the campus administrator. If there is an issue, the conversation can start there and they have access to the resources of the organization if need be. We are accountable to the properties we own. That is modeled in the rental properties we are discussing as they allow staff to walk to work and have access to a maintenance issue program for their space to be cared for as needed. Additionally we have corporate reviewed contracts for lawn care and snow removal ensure that properties are addressed. We believe the most important component in this is the position of Corporate Responsibility. We do believe that it is of the greatest value to be one of the residents and neighbors of the cities we work in. This is true in every location within our portfolio regardless of the property size. In our skilled nursing and senior housing environments, this is often seen through our staff and the state and federal regulations that they are required to carry out. This plays out different when it comes to residential rental properties. We rely on our relationship with the renters, their relationship with their neighbors and their local communities. We recognize that these relationships will not always be perfect, and it is our corporate responsibility to address those issues when they arise. When needed, we do act. We act in partnership with the city and their resources. We act in partnership with the county and their resources as well. We exercise our organization and its network to accomplish these situations, but as we all know there is a process.



I want to thank the City of Hopkins for the honor to have called Chapel View home since 1971. We are as excited today, forty two years later, to be here and serve this community as we were when it began. We are looking to continue the relationship with you as we know the need for senior care in this community is still great. We believe the new, state of the art, facility that we are proposing on the Mizpah Church property will be one that will serve residents well. We appreciate your time as we deepen the relationship within the community for decades to come.

Sincerely,

Andrew Centanni

Cassia

V.P. Building Design and Development

AUGUST 25, 2023

Ryan Krzos  
Planner – Community Development  
1010 1<sup>st</sup> St S  
Hopkins, MN 55343  
rkrzos@hopkinsmn.com



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RE: PROJECT NARRATIVE  
CASSIA CHAPEL VIEW HOMES - HOPKINS, MN

Ryan,

Thank you for reviewing the following PUD and Operational Narrative, along with the applications and plans for the Cassia Chapel View Care Center project. The site location is currently zoned NX-2, and we are requesting a PUD to allow for the potential variance on the following: Side Yard Parking, Exterior Trash Enclosure, and Building Frontage. Cassia will also consider the solar rooftop and pocket park on the east side in exchange.

## PROJECT DESCRIPTION

Cassia is proposing to design a new skilled nursing facility located adjacent to their existing Chapel View campus on a 2.4-acre parcel in Hopkins, MN. The new location is the current MIZPAH Church property. This new development will allow Cassia to relocate their current residents and staff to a brand new, state of the art, facility while continuing to serve the Hopkins community. The current nursing facility is a split-level with a maze of ramps and stairs creating significant barriers for residents to move independently throughout the place they call home. The new development proposed will be a true 2-story facility with small basement. This will allow the residents to live within established neighborhoods and have independent access to day rooms, activity areas, and dining rooms without the requirement of staff assistance, ramps, gates, or elevators. The staff will serve 88 residents, down only four from the current location. It is Cassia's intent to have all of the estimated 170 current employees from the existing location relocate to the new building upon its completion and licensure. The proposed design paired with outstanding staff will make this project the location of choice for those needing these services in the west metro.

Similar to the existing site, the new property will rely on outside services for operation including garbage, recycling, food, medical supplies, and oxygen. These services would continue to make the same number of trips throughout the week on the same schedule since the new delivery location is only a short distance, approximately 300', from the currently operating facility. Like the current location along Minnetonka Blvd., the new location will operate 24 hours a day, 7 days a week.

### *Unit Mixes*

#### *1<sup>st</sup> Floor*

- 40 – SC 1 rooms at 348 sf
- 02 – SC 2 rooms at 565 sf

#### *2<sup>nd</sup> Floor*

- 40 – SC 1 rooms at 348 sf
- 02 – SC 2 rooms at 565 sf

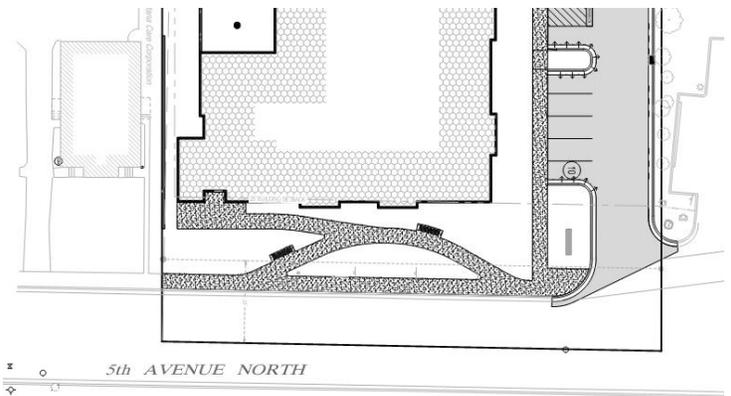
### *Parking Code*

Surface parking made up of 41 stalls that will be provided on site, as well as a pickup/drop off canopy for transit needs. Parking will be located on the North and South sides of the facility. The comfort and convenience of Cassia's residents is of top priority, and close lobby access for transportation assistance is important.

## SITE FEATURE & AMENITIES

The overall aesthetic of the site is to incorporate traditional architectural elements with an integrated landscape plan. This new community will house 80 private studio rooms and four shared units with private bedrooms, administrative spaces, nursing and care base stations, common gathering spaces, a central commercial kitchen with neighborhood dining halls, a community room, physical therapy and occupational therapy, up to four spas, barber/beauty space, storage, med rooms, as well as open circulation throughout the facility for ease of access to all spaces.

The main level dining and gathering spaces will have immediate views and access to private courtyards. The courtyards will offer serene walking paths, gardens and areas of shade and rest. A pocket park with a meandering path and public benches will add a unique connection to the community as well as a place of restoration for those passing by, residents and visitors. The building roof will also provide solar panels to add a wonderful sustainability feature to this development.



## LANDSCAPING

The overall landscape plan will offer many distinctive features including shade, color, structure, and screening. A traditional minimal maintenance planting plan consisting of native deciduous and evergreen plantings that will compliment architectural features and enhance new spaces.

A tree inventory is provided documenting size and condition of existing site trees. Due to site alterations and plans a number of existing trees will need to be removed. A total of 49 in total. These include both significant and contributory trees. Total caliper inch of significant trees to be removed is equal to 547" caliper inches, while contributory trees is equal to 211" caliper inches. This requires a caliper replacement of new trees equal to 1,851" caliper inches. The caliper replacement is above and beyond what is practical for the site. We will be looking to contribute to the City Tree Planting Fund with an agreed upon sum between all parties. 54 new site trees are proposed. 46 native deciduous trees at 2.5" caliper with 8 ornamental trees at a minimum of 6' height.

Site drainage and grading will consider overall site features (existing and proposed) ensuring all elements work together to create an effective drainage plan. Pervious pavement will be included in strategic areas across the site to aid in effective site drainage. A small infiltration basin will be used to capture water on site.



Thank you for your consideration of this project. On behalf of Cassia, we look forward to collaborating with you on this development to aid Cassia with the relocation of their facility and for the ability to better serve the residents at Chapel View Care Center. Please contact me at 507.387.6651 or via email at [Emily.Nepp@ISGInc.com](mailto:Emily.Nepp@ISGInc.com) with any questions or if there is any additional information we can provide in support of this project.

Sincerely,

A handwritten signature in black ink that reads 'Emily Nepp' in a cursive script.

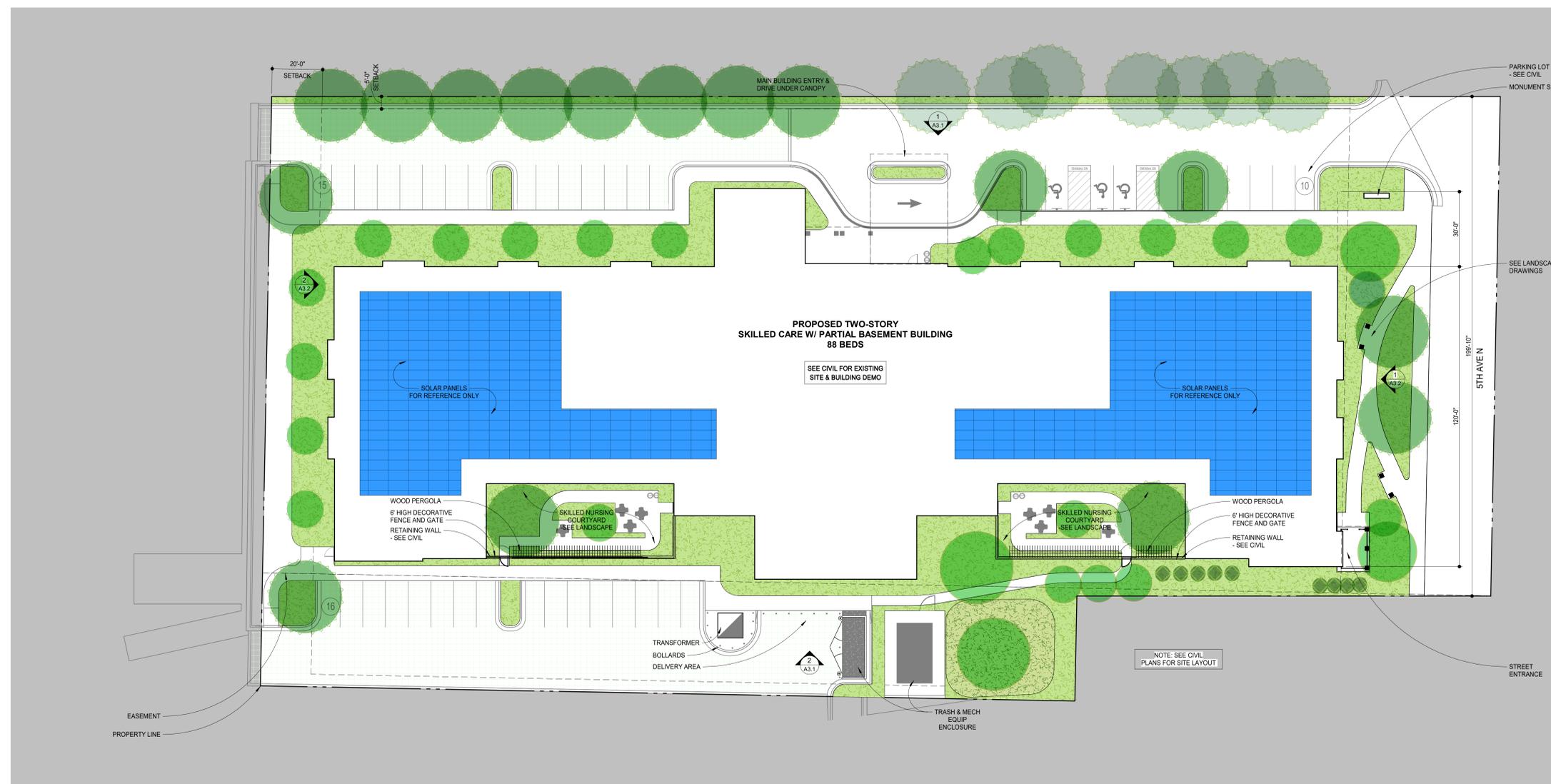
Emily Nepp

*Development Services Coordinator*

[Emily.Nepp@ISGInc.com](mailto:Emily.Nepp@ISGInc.com)



NOT FOR CONSTRUCTION



1 ARCHITECTURAL SITE PLAN  
A1.1 1" = 20'-0"



ARCHITECTURAL  
SITE PLAN

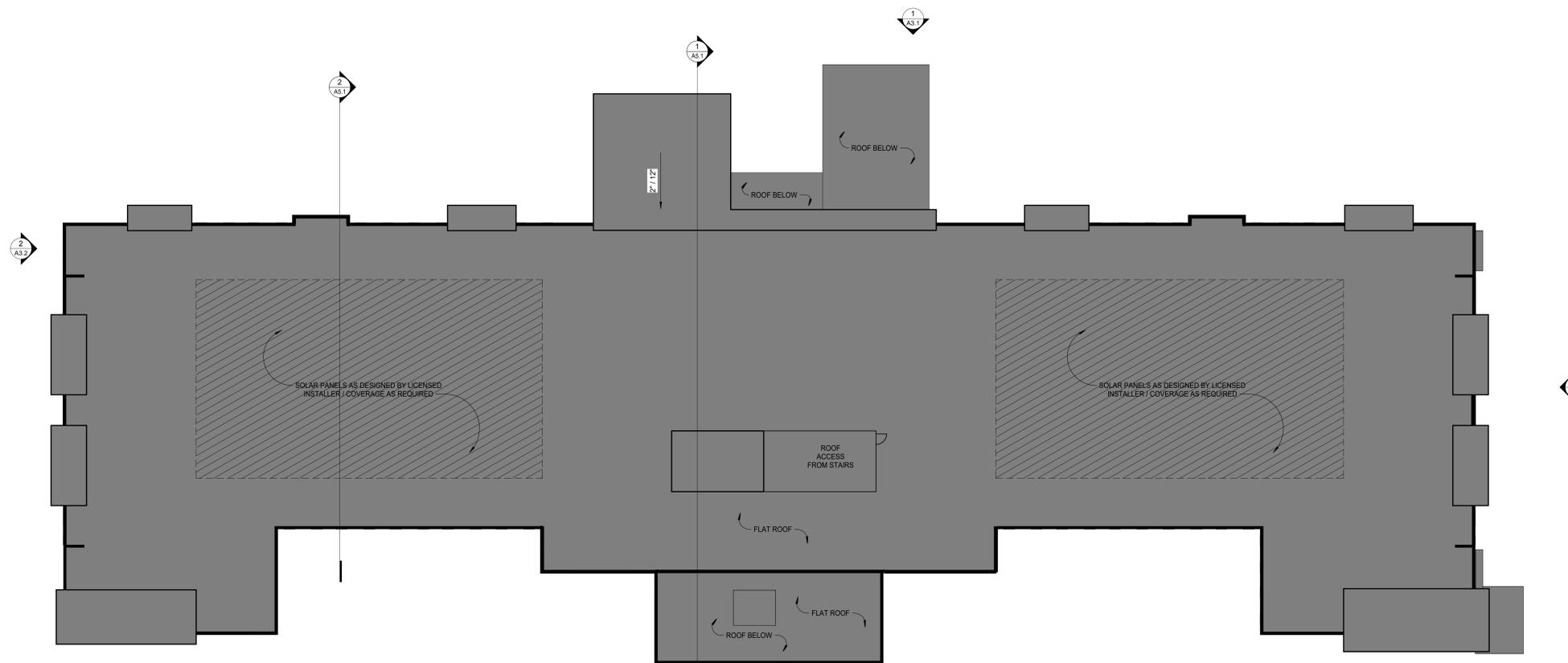
ISSUES & REVISIONS	DATE
1 Addendum 1	07/14/2023


COMMISSION NO:	11773-23069
DRAWN BY:	AL
CHECKED BY:	AM

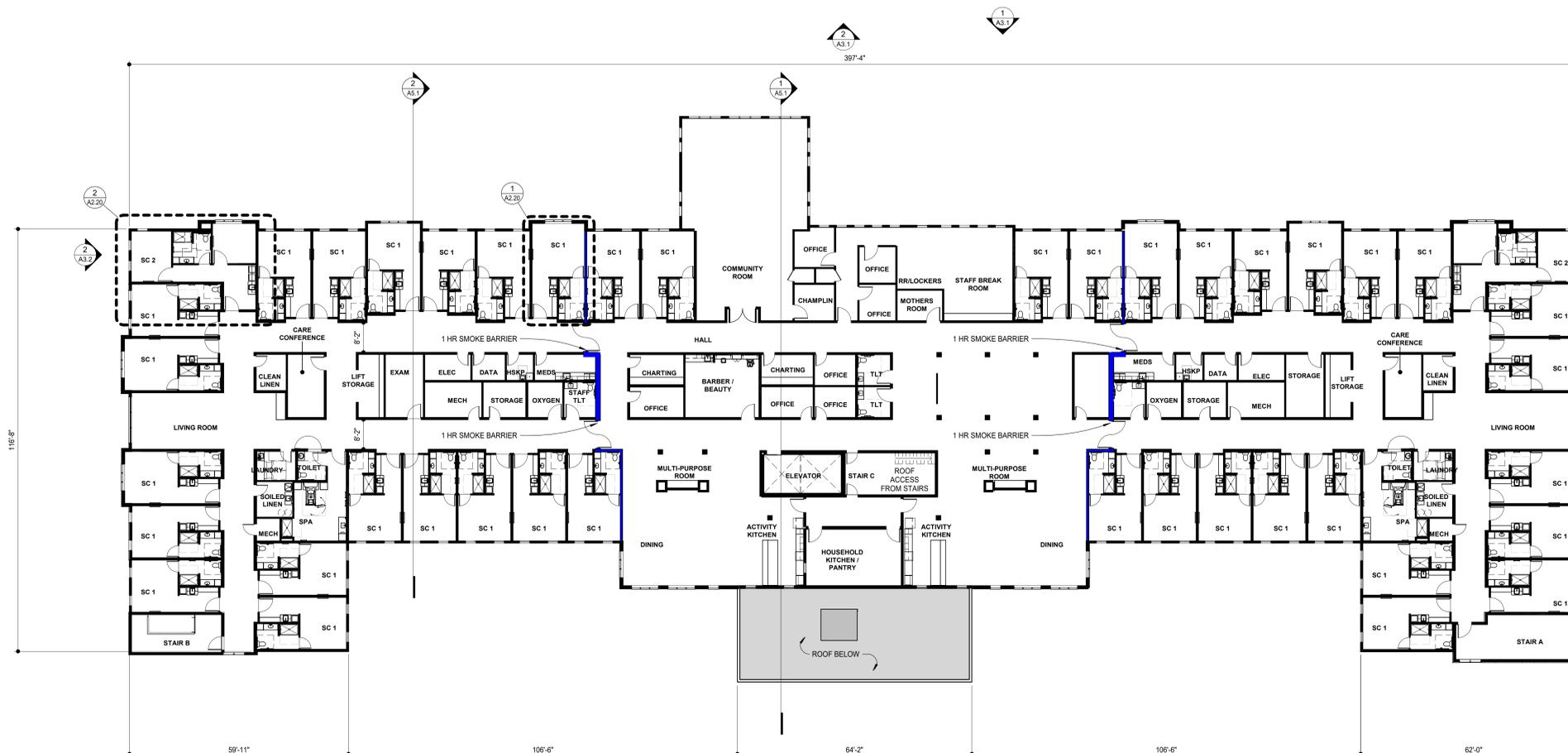
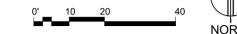
SHEET

**A1.1**

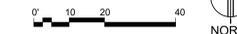




2  
A2.2  
ROOF PLAN  
1/16" = 1'-0"



1  
A2.2  
SECOND LEVEL FLOOR PLAN  
1/16" = 1'-0"



NOT FOR CONSTRUCTION

SECOND LEVEL  
FLOOR PLAN &  
ROOF PLAN

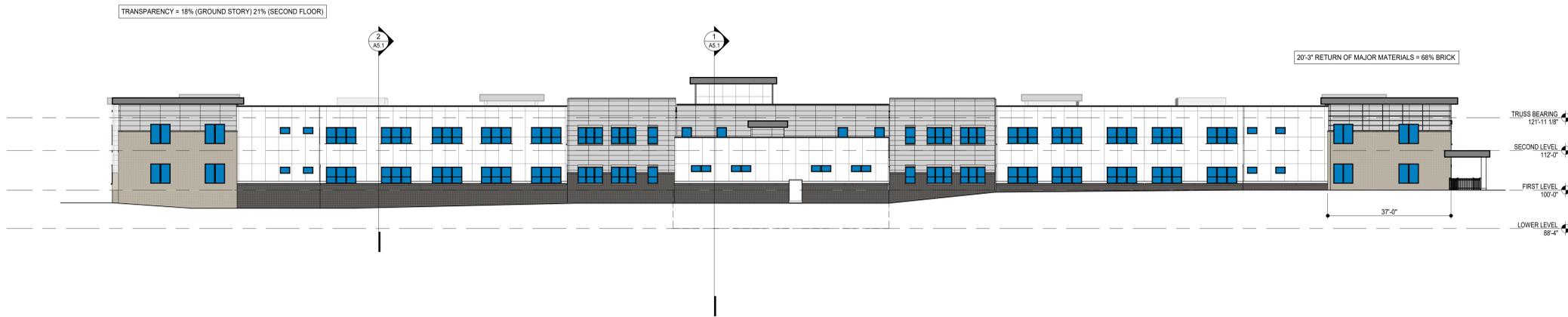
ISSUES & REVISIONS	DATE
1 Addendum 1	07/14/2023

COMMISSION NO:	11773-23069
DRAWN BY:	AL
CHECKED BY:	AM

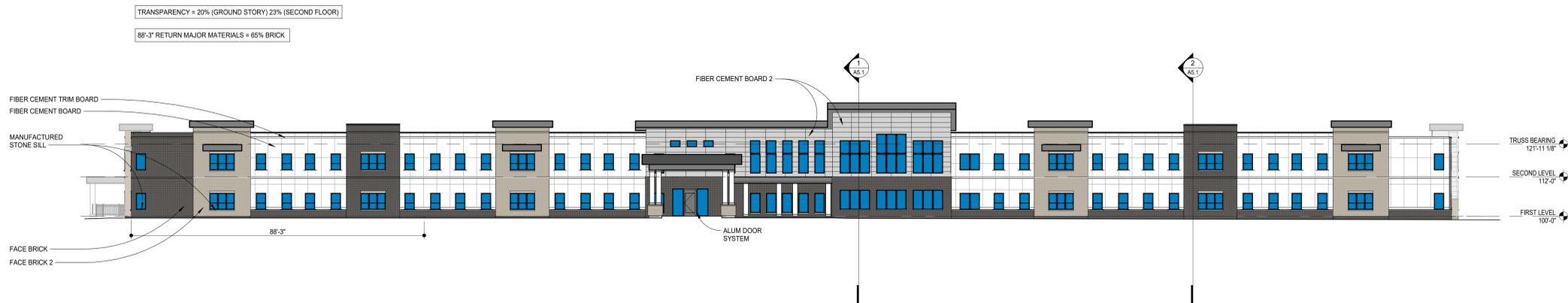
SHEET

**A2.2**

NOT FOR CONSTRUCTION



2  
A3.1 EXTERIOR ELEVATION - SOUTH  
1/16" = 1'-0"



1  
A3.1 EXTERIOR ELEVATION - NORTH  
1/16" = 1'-0"

EXTERIOR  
ELEVATIONS

ISSUES & REVISIONS	DATE
1 Addendum 1	07/14/2023
2 Exterior Updates	08/30/2023

COMMISSION NO:	11773-23069
DRAWN BY:	AL
CHECKED BY:	AM

SHEET

A3.1

NOT FOR CONSTRUCTION



2  
A3.2 EXTERIOR ELEVATION - WEST  
1/8" = 1'-0"



1  
A3.2 EXTERIOR ELEVATION - EAST  
1/8" = 1'-0"

EXTERIOR  
ELEVATIONS

ISSUES & REVISIONS	DATE
1 Addendum 1	07/14/2023
2 Exterior Updates	08/30/2023

COMMISSION NO:	11773-23069
DRAWN BY:	AL
CHECKED BY:	AM

SHEET

A3.2



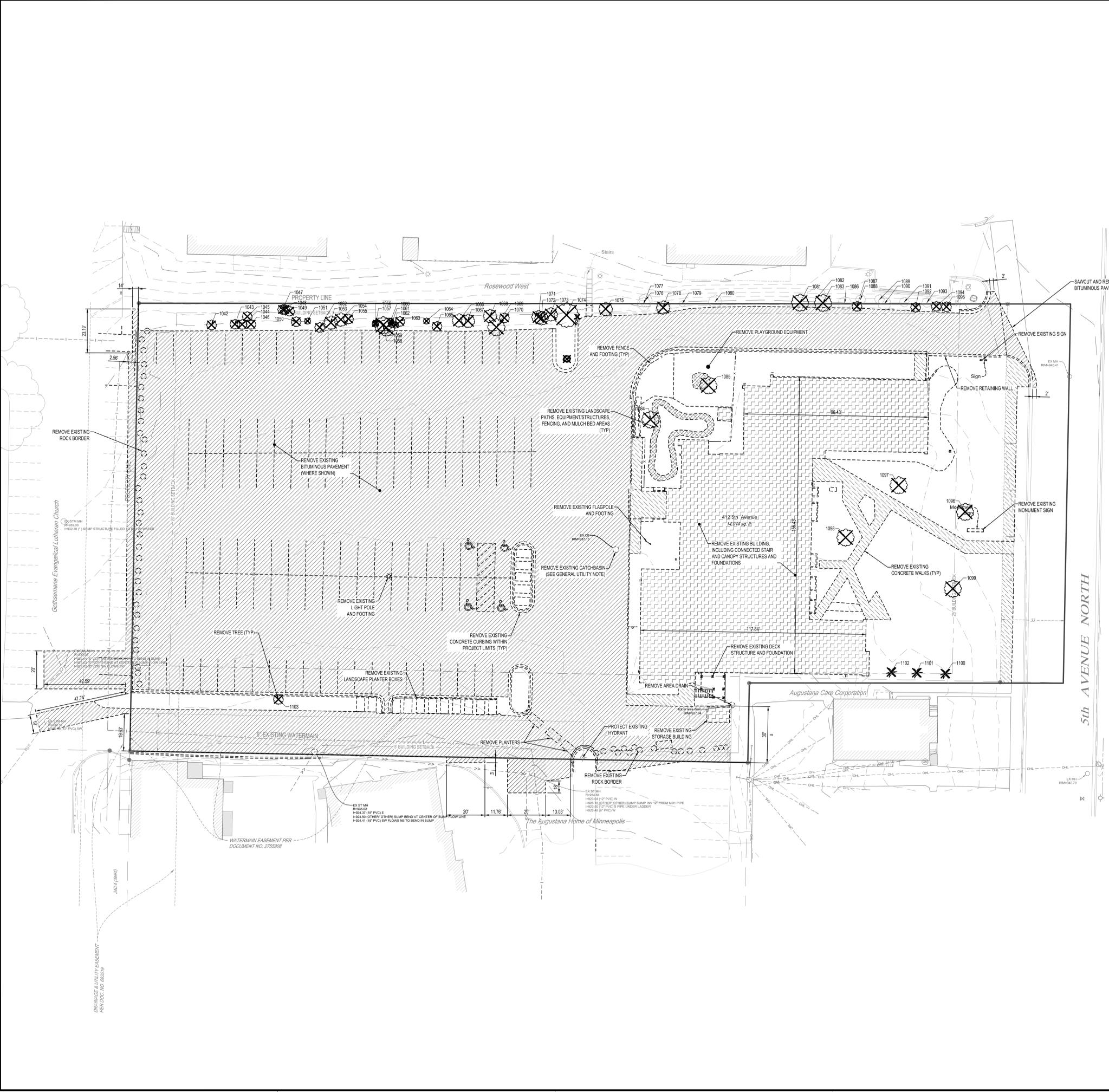
**REMOVAL LEGEND**

SYMBOL	DESCRIPTION
	REMOVE BITUMINOUS PAVEMENT
	REMOVE CONCRETE WALK
	DEMOLISH BUILDING
	REMOVE LANDSCAPING

CONTRACTOR SHALL VERIFY EXISTING PAVEMENT SECTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES. PAVEMENT REMOVALS SHALL INCLUDE FULL DEPTH SAWCUT AND SECTION REMOVAL.

**GENERAL UTILITY NOTE:**  
CONTRACTOR TO REMOVE ALL UNDERGROUND UTILITIES TO THE PROJECT DISTURBED LIMITS. STORM AND/OR SANITARY SEWER PIPING EXTENDING BEYOND THE PROJECT DISTURBED LIMITS SHALL BE CAPPED AND ABANDONED IN PLACE, OR AS REQUIRED BY THE CITY.

**TREE SURVEY NOTE:**  
REFER TO SHEET C5-31 TREE SURVEY FOR REMOVAL AND REPLACEMENT DOCUMENTATION.



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**REESE A. SUDTELGTE**

DATE: \_\_\_\_\_ LIC. NO. 54243

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PROJECT

**CASSIA CHAPEL VIEW CARE CENTER**

HOPKINS MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

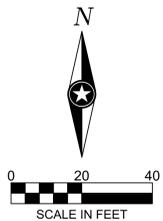
PROJECT NO.	23-29290
FILE NAME	29290 C2-EXISTING
DRAWN BY	BJK/TMK
DESIGNED BY	BJK/TMK
REVIEWED BY	RAS
ORIGINAL ISSUE DATE	08/25/23
CLIENT PROJECT NO.	-

TITLE

**EXISTING SITE & REMOVAL PLAN**

SHEET

**C2-10**

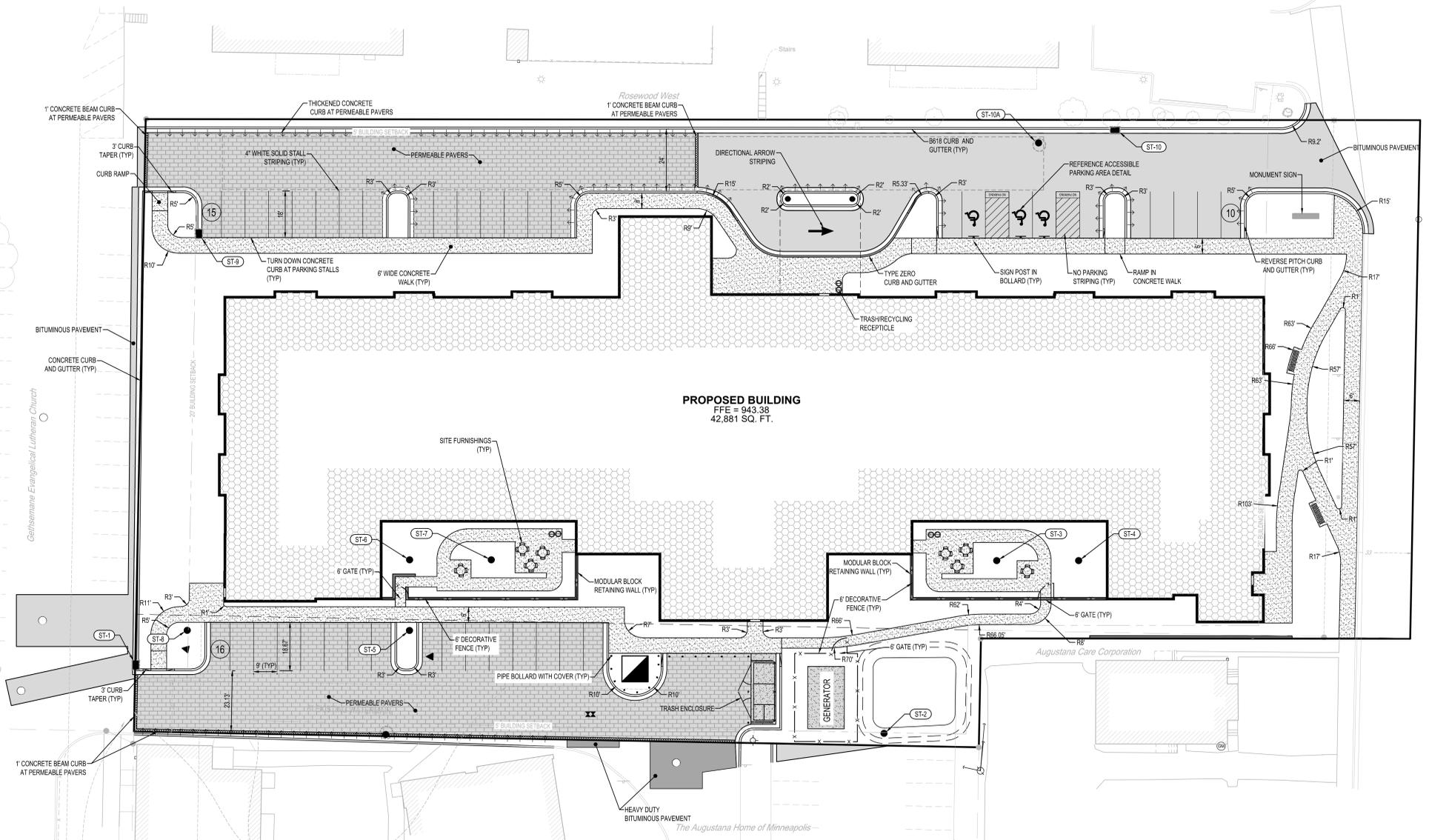


PRELIMINARY NOT FOR CONSTRUCTION



SITE SUMMARY		%
SITE/LOT AREA:	103,371 SF = 2.53 (AC)	
EXISTING IMPERVIOUS:	78,169 SF = 1.72 (AC)	76.5
PROPOSED IMPERVIOUS:	82,124 SF = 1.45 (AC)	60
PERVIOUS PAVERS	15,237 SF = 0.35 (AC)	14

PAVEMENT LEGEND	
SYMBOL	DESCRIPTION
	BITUMINOUS PAVEMENT
	HEAVY DUTY BITUMINOUS PAVEMENT
	CONCRETE PAVEMENT
	HEAVY DUTY CONCRETE PAVEMENT
	CONCRETE WALK
	REVERSE PITCH CONCRETE CURB AND GUTTER
	TYPE ZERO CURB AND GUTTER
	PERMEABLE PAVERS
	CONCRETE BEAM CURB



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PROJECT  
**CASSIA  
CHAPEL VIEW  
CARE CENTER**

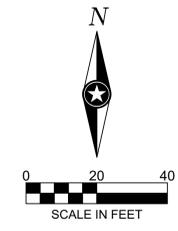
HOPKINS MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	23-29290
FILE NAME	29290 C3-SITE
DRAWN BY	BJK/TMK
DESIGNED BY	BJK/TMK
REVIEWED BY	RAS
ORIGINAL ISSUE DATE	08/25/23
CLIENT PROJECT NO.	-

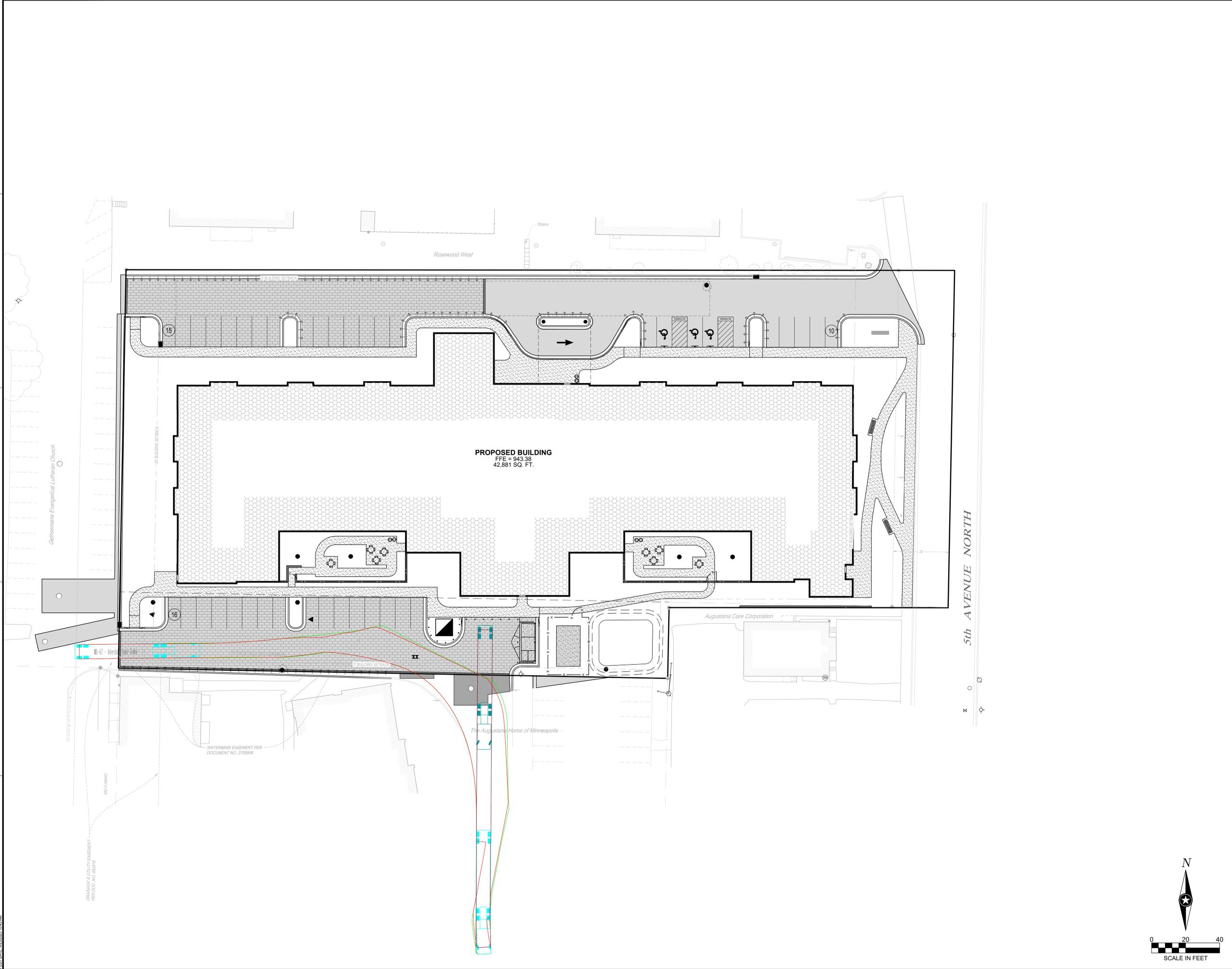
TITLE  
**SITE PLAN**

SHEET  
**C3-10**



FILE DATE: 05/25/23 10:42 AM

PRELIMINARY NOT FOR CONSTRUCTION



**PROPOSED BUILDING**  
FFE = 943.38  
42,881 SQ. FT.

5th AVENUE NORTH

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REESE A. SUTDELGTE

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PROJECT

**CASSIA  
CHAPEL VIEW  
CARE CENTER**

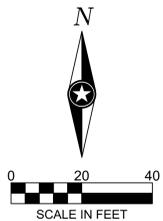
HOPKINS MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	23-29290
FILE NAME	29290 C3-SITE
DRAWN BY	BJK/TMK
DESIGNED BY	BJK/TMK
REVIEWED BY	RAS
ORIGINAL ISSUE DATE	08/25/23
CLIENT PROJECT NO.	-

TITLE

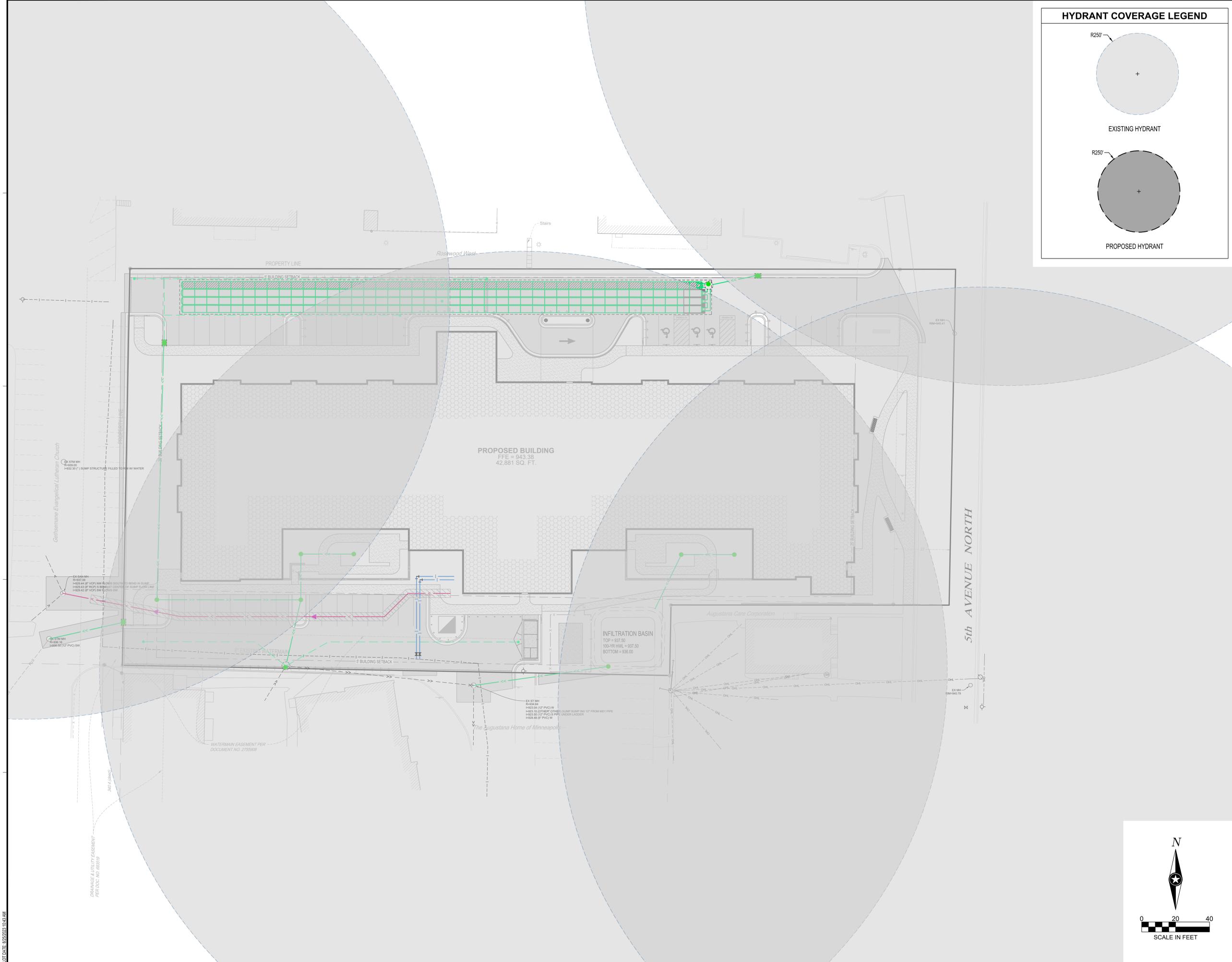
**PICK-UP PLAN**



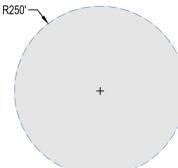
SHEET  
**C3-11**

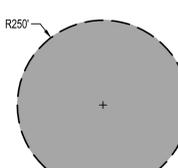
PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION





**HYDRANT COVERAGE LEGEND**

R250'  EXISTING HYDRANT

R250'  PROPOSED HYDRANT



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PROJECT  
**CASSIA CHAPEL VIEW CARE CENTER**

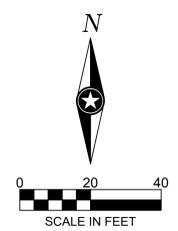
HOPKINS MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO. 23-29290  
FILE NAME 29290 C3-UTILITIES  
DRAWN BY BJ/TMK  
DESIGNED BY BJ/TMK  
REVIEWED BY RAS  
ORIGINAL ISSUE DATE 08/25/23  
CLIENT PROJECT NO. -

TITLE  
**HYDRANT COVERAGE PLAN**

SHEET  
**C3-21**



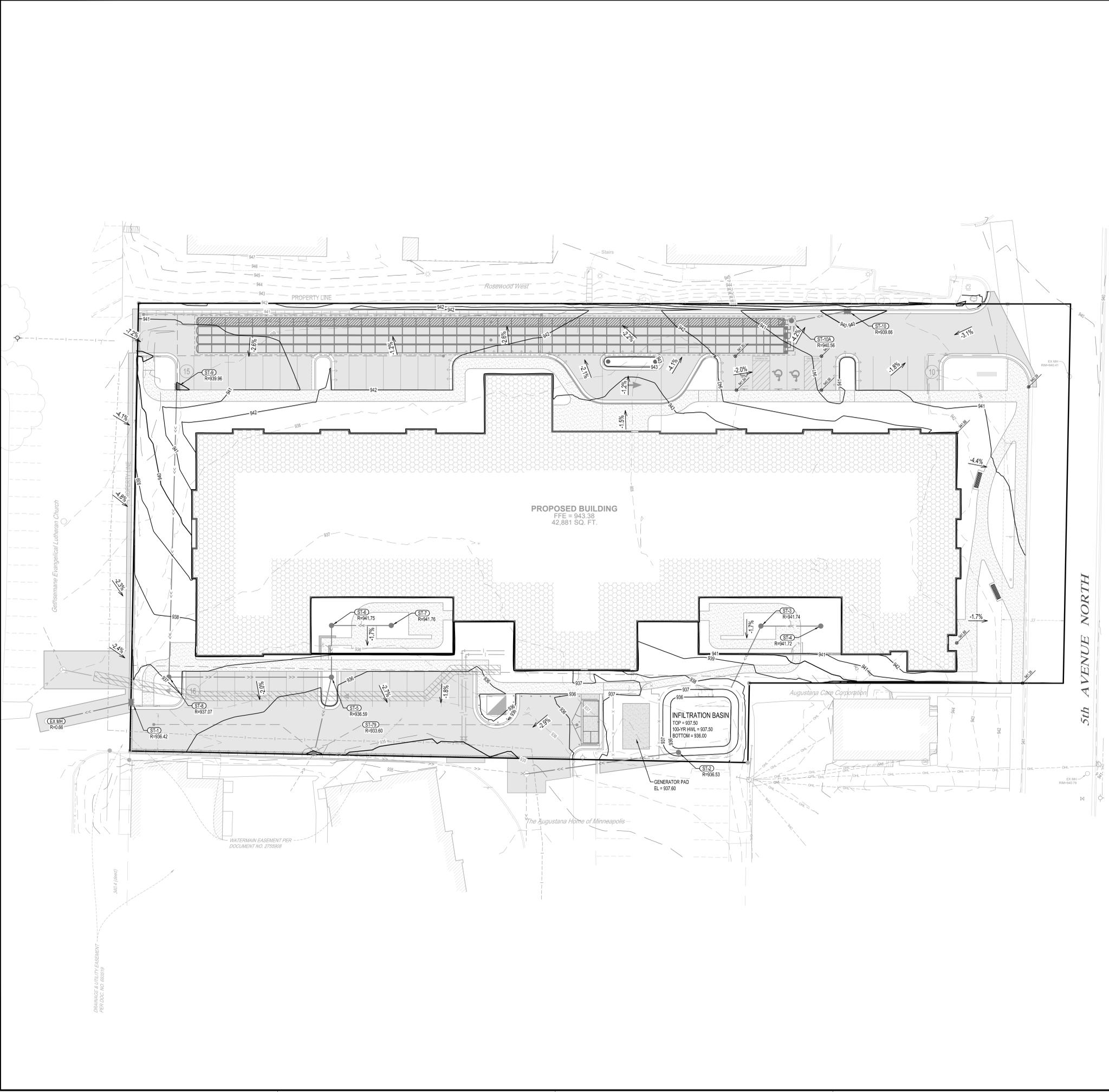
FILE DATE: 05/25/23 10:43 AM

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GRADING LEGEND	
	EXISTING CONTOUR (MINOR INTERVAL)
	EXISTING CONTOUR (MAJOR INTERVAL)
	PROPOSED CONTOUR (MINOR INTERVAL)
	PROPOSED CONTOUR (MAJOR INTERVAL)
	EXISTING SPOT ELEVATION
	PROPOSED SPOT ELEVATION
	PROPOSED TOP BACK OF CURB SPOT ELEVATION
	PROPOSED TOP OF RETAINING WALL (TW) AND BOTTOM OF RETAINING WALL (BW)
	SURFACE GRADE / DIRECTION

**GENERAL GRADING NOTES**  
 PROPOSED CONTOURS SHOW FINISHED GRADE ELEVATIONS. BUILDING PAD AND PAVEMENT HOLD DOWNS ARE NOT INCLUDED. WHEN CONSTRUCTING BUILDING PADS WITH A HOLD DOWN, GRADE AREAS TO ENSURE POSITIVE BUILDING PAD DRAINAGE.



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PROJECT  
**CASSIA  
 CHAPEL VIEW  
 CARE CENTER**

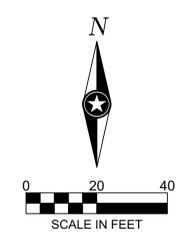
HOPKINS MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO. 23-29290  
 FILE NAME 29290 C4-GRADING  
 DRAWN BY BJK/TMK  
 DESIGNED BY BJK/TMK  
 REVIEWED BY RAS  
 ORIGINAL ISSUE DATE 08/25/23  
 CLIENT PROJECT NO. -

TITLE  
**GRADING PLAN**

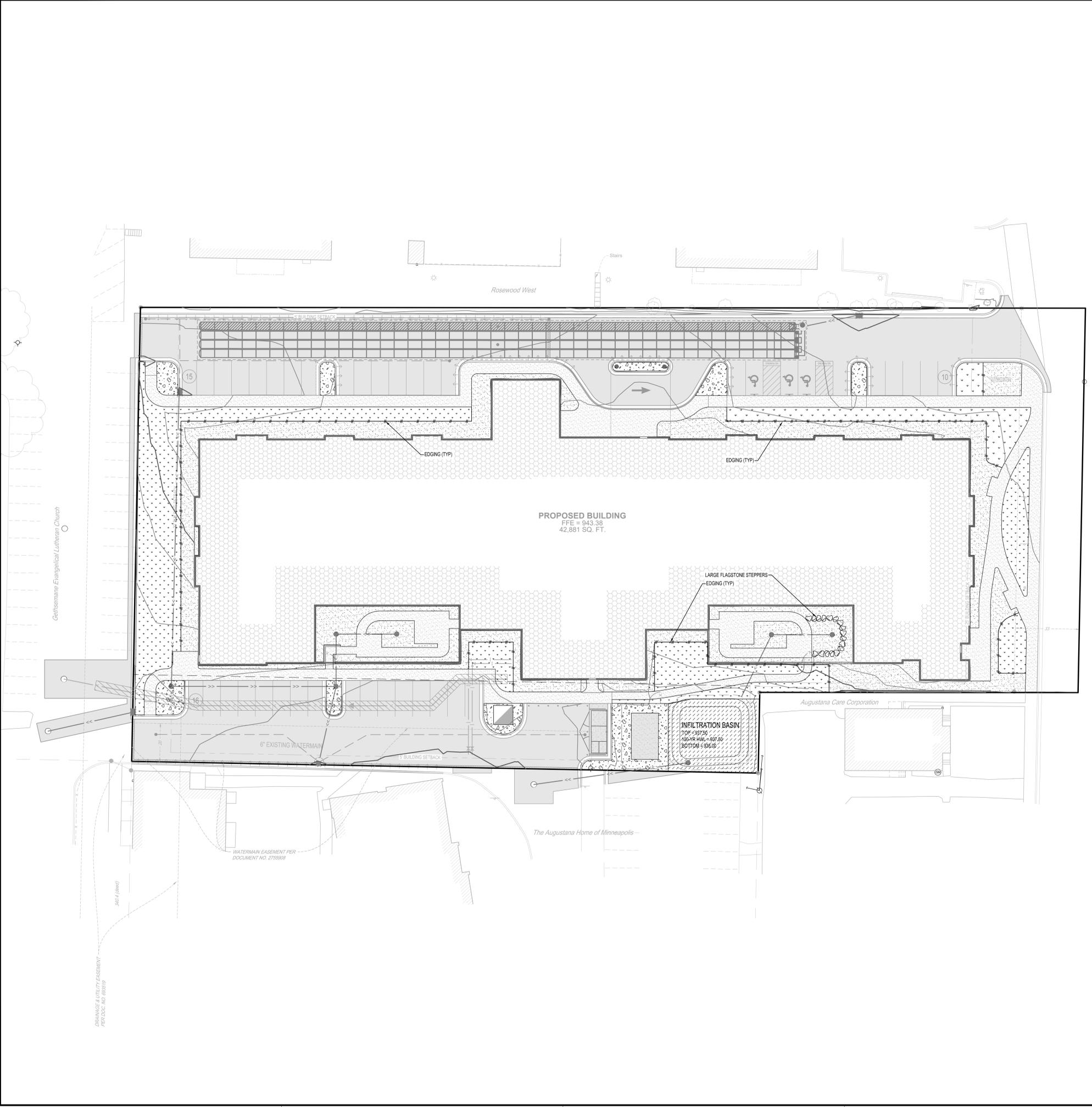
SHEET  
**C4-10**



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MULCH	QTY	BOTANICAL / COMMON NAME
	10,661 SF	DOUBLE SHREDED HARDWOOD MULCH
	2,071 SF	LANDSCAPE ROCK 3" DEPTH MULCH
SEEDING	QTY	BOTANICAL / COMMON NAME
	1,763 SF	SEED MIX INFILTRATION BASIN MIX
SOD	QTY	BOTANICAL / COMMON NAME
	7,553 SF	TURF SOD DROUGHT TOLERANT FESCUE BLEND



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PROJECT  
**CASSIA CHAPEL VIEW CARE CENTER**

HOPKINS MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO. 23-29290  
FILE NAME 29290 CS-LAND  
DRAWN BY BJK/TMK  
DESIGNED BY BJK/TMK  
REVIEWED BY RAS  
ORIGINAL ISSUE DATE 08/25/23  
CLIENT PROJECT NO. -

TITLE  
**SITE RESTORATION PLAN**

SHEET  
**C5-10**

PRELIMINARY NOT FOR CONSTRUCTION



**IRRIGATION NOTES**

1. IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND VERIFICATION OF ALL EXISTING UTILITIES AND STRUCTURES. EXERCISE EXTREME CARE IN EXCAVATING AND WORKING NEAR UTILITIES. DAMAGE DONE TO UTILITIES, STRUCTURES, OR OTHER FINISHED WORK SHALL BE REPAIRED OR REPLACED AT THE IRRIGATION CONTRACTOR'S EXPENSE.
2. IRRIGATION CONTRACTOR TO FIELD ADJUST DRIP LINE LOCATIONS SO AS TO AVOID CONFLICTS WITH TREES, SITE FURNITURE, AND UTILITIES.
3. INSTALL PVC SCHEDULE 40 PIPE SLEEVES UNDER HARDSCAPE AT ALL POINTS WHERE IRRIGATION MAIN LINE AND LATERALS ARE LOCATED.
4. INSTALL ALL MAINLINES TO SLOPE AT 1% MINIMUM TO MANUAL DRAIN VALVES LOCATED AT LOW POINTS OR AS INDICATED ON PLANS OF MAINLINE SYSTEM.
5. THE CONTRACTOR SHALL PLACE A #12 SOLID COPPER TRACE WIRE WITH PURPLE PE COVER FOR WATER ALONG ALL PVC MAINLINE. THIS INCLUDES ALL PVC MAINLINE CONNECTING QUICK COUPLER VALVES.
6. THE IRRIGATION CONTRACTOR SHALL COORDINATE WITH GENERAL CONTRACTOR TO INSURE THE POINT OF CONNECTION IS PROVIDED PER PLANS.
7. INSTALL A BACKFLOW PREVENTER AND ENCLOSURE AT THE POINT OF CONNECTION. INSTALL PER MANUFACTURER SPECIFICATIONS. COORDINATE WITH LOCAL CITY ORDINANCES TO ENSURE THE POINT OF CONNECTION MEETS ALL CODES.
8. IRRIGATION CONTRACTOR SHALL INSTALL DRIP IRRIGATION SYSTEM FOR ALL PLANTING AREAS AND SPRAY HEADS FOR TURF LAWN AREAS.
9. CONTRACTOR TO SUBMIT IRRIGATION PLAN AND PRODUCT INFORMATION TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION. SUBMIT IRRIGATION PLAN AT A SCALE OF 1 INCH EQUALS 30 FEET OR GREATER INDICATING POINT OF CONNECTION, BACKFLOW PREVENTER, LAYOUT / LOCATIONS OF DRIP-LINE, VALVES, MAINLINE, ISOLATION VALVES, FLOW SENSORS, RAIN / FREEZE SENSOR, PIPE SIZING, AND CONTROLLER LOCATIONS.
10. CONTRACTOR TO INSTALL NEW TORO CUSTOM COMMAND SERIES / HUNTER ACC-D / RAIN BIRD ESP-LXIVM (OR APPROVED EQUAL) CONTROLLER WITH STAINLESS STEEL PEDESTAL MOUNT. SOURCE IRRIGATION CONTROLLER, RAIN / FREEZE SENSOR, QUICK COUPLERS, AND CONTROL VALVES FROM ONE MANUFACTURER. CONTRACTOR TO VERIFY 110V UNINTERRUPTED ELECTRICAL SERVICE FOR THE CONTROLLER. CONTRACTOR TO INSTALL CONTROLLER PER MANUFACTURER'S SPECIFICATIONS.
11. INSTALL VALVE BOX LOCATIONS IN PLANTING AREAS, PARALLEL TO AND SET BACK FROM PAVEMENT EDGES AS INDICATED ON THE PLANS.
12. PROTECT AT ALL TIMES THE WORK FROM DAMAGE AND THEFT. REPLACE ALL DAMAGED OR STOLEN PARTS AT CONTRACTOR'S EXPENSE UNTIL THE WORK IS ACCEPTED IN WRITING BY THE OWNER'S REPRESENTATIVE.

**IRRIGATION LEGEND**

SYMBOL	DESCRIPTION
	DRIP IRRIGATION
	ROTOR IRRIGATION

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PROJECT  
**CASSIA CHAPEL VIEW CARE CENTER**

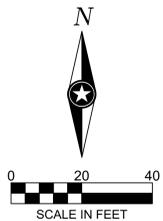
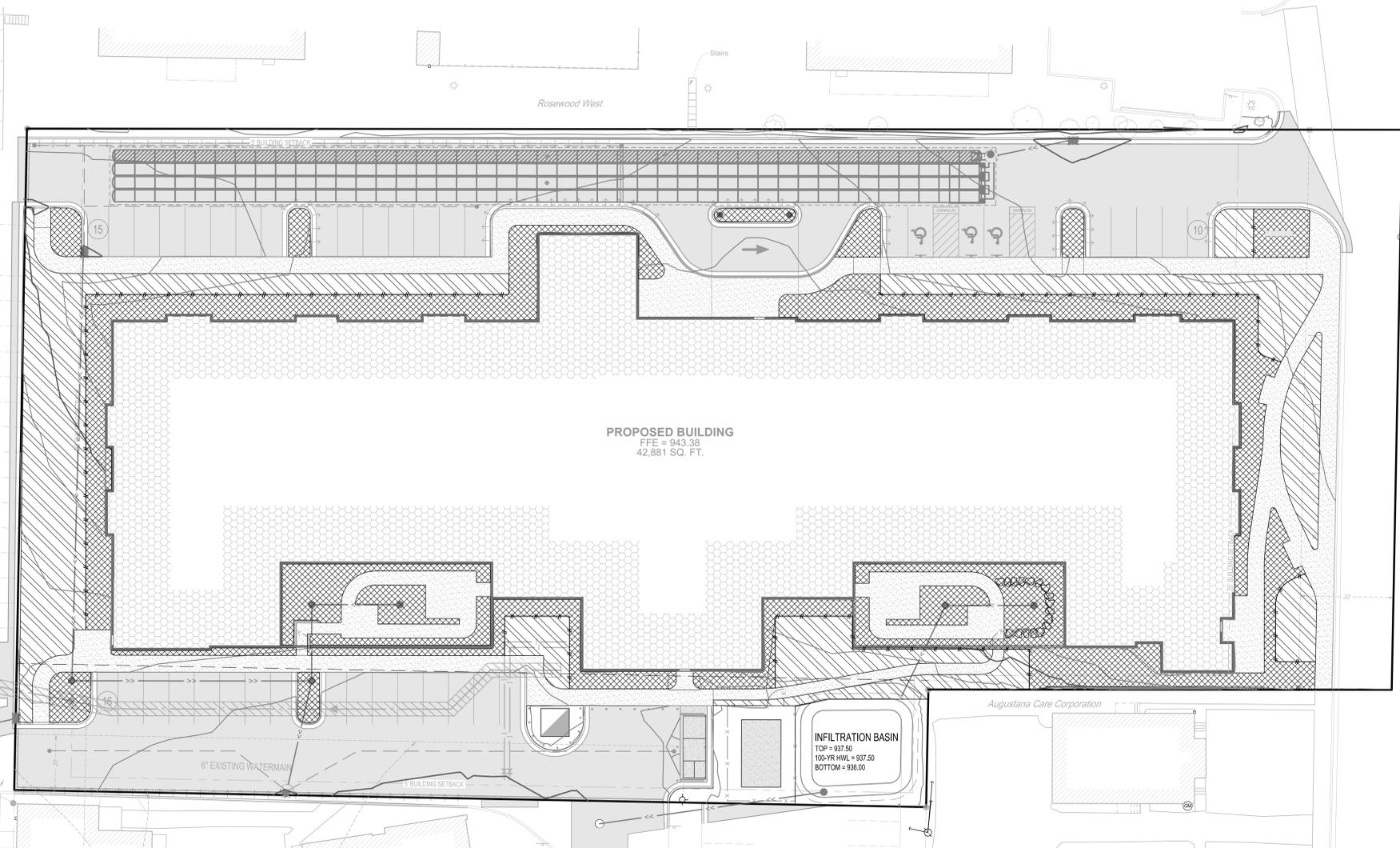
HOPKINS MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO. 23-29290  
FILE NAME 29290 CS-LAND  
DRAWN BY BJK/TMK  
DESIGNED BY BJK/TMK  
REVIEWED BY RAS  
ORIGINAL ISSUE DATE 08/25/23  
CLIENT PROJECT NO. -

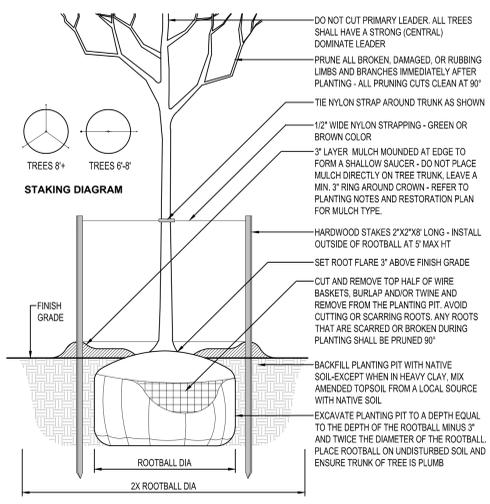
TITLE  
**SITE IRRIGATION PLAN**

SHEET  
**C5-11**

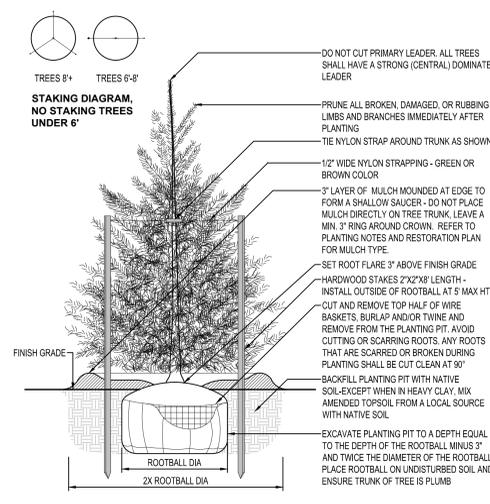


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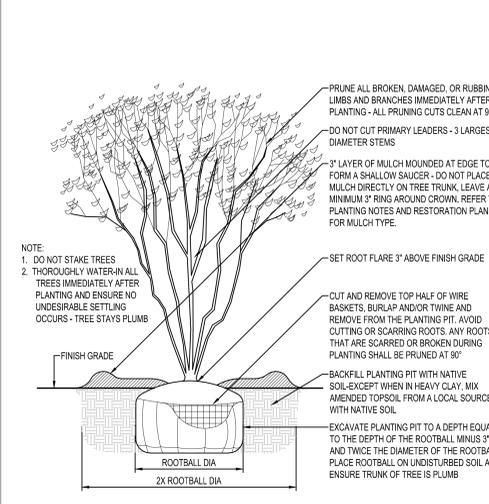




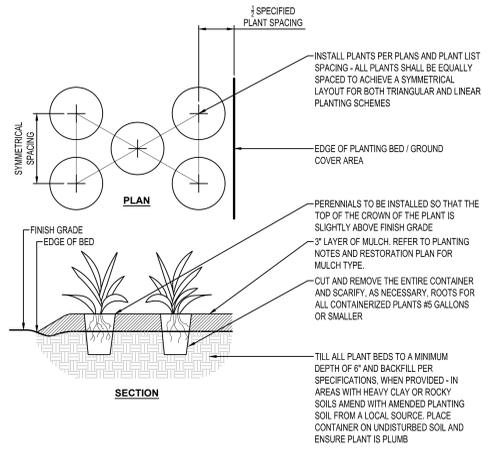
**DECIDUOUS TREE PLANTING**  
NTS



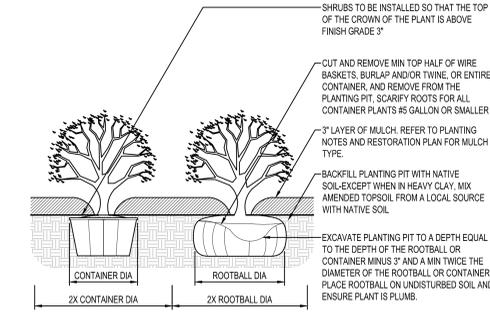
**EVERGREEN TREE PLANTING**  
NTS



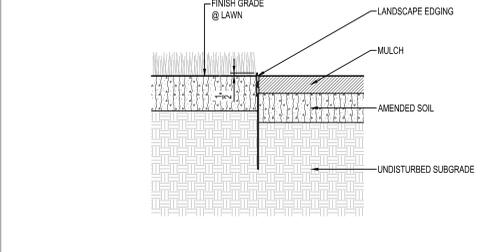
**MULTI-STEM TREE PLANTING**  
NTS



**PERENNIAL PLANTING**  
NTS



**SHRUB PLANTING**  
NTS



**LANDSCAPE EDGING**  
NTS

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REESE A. SUDTELGTE

DATE \_\_\_\_\_ LIC. NO. 54243

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PROJECT \_\_\_\_\_

**CASSIA  
CHAPEL VIEW  
CARE CENTER**

HOPKINS MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	23-29290
FILE NAME	29290 CS-LAND
DRAWN BY	BJK/TMK
DESIGNED BY	BJK/TMK
REVIEWED BY	RAS
ORIGINAL ISSUE DATE	08/25/23
CLIENT PROJECT NO.	-

**PLANTING NOTES  
AND DETAILS**

PRELIMINARY NOT FOR CONSTRUCTION



Table 1. Existing Tree Inventory Summary

Tree Tag Number	Tree Species	DBH (Inches)	Structural Condition	Health Condition
1042	Elm, Siberian	14.5	2-Good	2-Good
1043	Elm, Siberian	10.5	2-Good	2-Good
1044	Elm, Siberian	8.5	2-Good	2-Good
1045	Elm, Siberian	12	2-Good	2-Good
1046	Elm, Siberian	12	2-Good	2-Good
1047	Elm, Siberian	10	2-Good	2-Good
1048	Elm, Siberian	10.5	2-Good	2-Good
1049	Elm, Siberian	10	2-Good	2-Good
1050	Elm, Siberian	12	2-Good	2-Good
1051	Elm, Siberian	5.5	2-Good	2-Good
1052	Elm, Siberian	16	2-Good	2-Good
1053	Elm, Siberian	10.5	2-Good	2-Good
1054	Elm, Siberian	5	2-Good	2-Good
1055	Elm, Siberian	11	2-Good	2-Good
1056	Elm, Siberian	7.5	2-Good	3-Fair
1057	Elm, Siberian	8.5	2-Good	2-Good
1058	Cottonwood, Eastern	20	1-Excellent	1-Excellent
1059	Cottonwood, Eastern	23	1-Excellent	1-Excellent
1060	Elm, Siberian	9.5	2-Good	2-Good
1061	Elm, Siberian	6.5	2-Good	2-Good
1062	Elm, Siberian	9	3-Fair	2-Good
1063	Elm, Siberian	10	3-Fair	3-Fair
1064	Elm, Siberian	13	3-Fair	2-Good
1065	Elm, Siberian	15	3-Fair	2-Good
1066	Elm, Siberian	11	2-Good	2-Good
1067	Cottonwood, Eastern	22	1-Excellent	1-Excellent
1068	Elm, Siberian	19.5	2-Good	2-Good
1069	Cottonwood, Eastern	26	1-Excellent	1-Excellent
1070	Elm, Siberian	11	2-Good	2-Good
1071	Cottonwood, Eastern	15	2-Good	2-Good
1072	Cottonwood, Eastern	21	1-Excellent	1-Excellent
1073	Cottonwood, Eastern	18.5	2-Good	2-Good
1074	Cottonwood, Eastern	27	1-Excellent	1-Excellent
1075	Cottonwood, Eastern	23.5	2-Good	1-Excellent
1076	Cottonwood, Eastern	21	1-Excellent	1-Excellent
1077	Cottonwood, Eastern	19	2-Good	2-Good
1078	Elm, Siberian	13	2-Good	2-Good
1079	Elm, Siberian	4.5	2-Good	2-Good
1080	Elm, American	20	1-Excellent	1-Excellent
1081	Elm, Siberian	18	2-Good	2-Good
1082	Elm, Siberian	19	2-Good	2-Good
1083	Elm, Siberian	13.5	2-Good	2-Good
1084	Maple, Sugar	20.5	1-Excellent	1-Excellent
1085	Locust, Honey	19	2-Good	2-Good
1086	Elm, Siberian	14	2-Good	2-Good
1087	Elm, Siberian	14.5	2-Good	2-Good
1088	Elm, Siberian	13.5	5-Dead	5-Dead
1089	Elm, Siberian	11	2-Good	2-Good
1090	Elm, Siberian	15	2-Good	2-Good
1091	Elm, Siberian	8	2-Good	2-Good
1092	Elm, Siberian	10.5	2-Good	2-Good
1093	Elm, Siberian	12	2-Good	2-Good
1094	Elm, Siberian	9	2-Good	2-Good
1095	Elm, Siberian	11.5	2-Good	2-Good
1096	Maple, Silver	20.5	1-Excellent	1-Excellent
1097	Maple, Sugar	20	1-Excellent	1-Excellent
1098	Ash, White	35	1-Excellent	1-Excellent
1099	Maple, Norway	21	1-Excellent	1-Excellent
1100	Spruce, White	21	1-Excellent	2-Good
1101	Spruce, White	16.5	2-Good	3-Fair
1102	Spruce, White	16.5	2-Good	2-Good
1103	Ash, White	24	1-Excellent	2-Good
Trees to be Removed - In Red				
		Qty	Caliper Inch to be Removed	Replacement Caliper Replacement
		62		
	Significant Trees to be Removed:	28	547	1641
	Contributory Trees to be Removed:	21	211	211
	Total Site Trees to be Removed:	49	758	1,852

Table 2. Contributing Tree Inventory Summary

Tree Tag Number	Tree Species	DBH (Inches)	Structural Condition	Health Condition
1043	Elm, Siberian	10.5	2-Good	2-Good
1044	Elm, Siberian	8.5	2-Good	2-Good
1045	Elm, Siberian	12	2-Good	2-Good
1046	Elm, Siberian	12	2-Good	2-Good
1047	Elm, Siberian	10	2-Good	2-Good
1048	Elm, Siberian	10.5	2-Good	2-Good
1049	Elm, Siberian	10	2-Good	2-Good
1050	Elm, Siberian	12	2-Good	2-Good
1053	Elm, Siberian	10.5	2-Good	2-Good
1055	Elm, Siberian	11	2-Good	2-Good
1056	Elm, Siberian	7.5	2-Good	3-Fair
1057	Elm, Siberian	8.5	2-Good	2-Good
1060	Elm, Siberian	9.5	2-Good	2-Good
1061	Elm, Siberian	6.5	2-Good	2-Good
1062	Elm, Siberian	7.5	3-Fair	3-Fair
1063	Elm, Siberian	10	3-Fair	3-Fair
1066	Elm, Siberian	11	2-Good	2-Good
1070	Elm, Siberian	11	2-Good	2-Good
1089	Elm, Siberian	11	2-Good	2-Good
1091	Elm, Siberian	8	2-Good	2-Good
1092	Elm, Siberian	10.5	2-Good	2-Good
1093	Elm, Siberian	12	2-Good	2-Good
1094	Elm, Siberian	9	2-Good	2-Good
1095	Elm, Siberian	11.5	2-Good	2-Good
Total Contributing Trees to be Removed: 21				
Total Caliper Inch to be Removed: 211				
Total Caliper Inch Required to be Replaced: 211				

Table 3. Significant Tree Inventory Summary

Tree Tag Number	Tree Species	DBH (Inches)	Structural Condition	Health Condition
1042	Elm, Siberian	14.5	2-Good	2-Good
1052	Elm, Siberian	16	2-Good	2-Good
1058	Cottonwood, Eastern	20	1-Excellent	1-Excellent
1059	Cottonwood, Eastern	23	1-Excellent	1-Excellent
1064	Elm, Siberian	13	3-Fair	2-Good
1065	Elm, Siberian	15	3-Fair	2-Good
1067	Cottonwood, Eastern	22	1-Excellent	1-Excellent
1068	Elm, Siberian	19.5	2-Good	2-Good
1069	Cottonwood, Eastern	26	1-Excellent	1-Excellent
1071	Cottonwood, Eastern	15	2-Good	2-Good
1072	Cottonwood, Eastern	21	1-Excellent	1-Excellent
1073	Cottonwood, Eastern	18.5	2-Good	2-Good
1074	Cottonwood, Eastern	27	1-Excellent	1-Excellent
1075	Cottonwood, Eastern	23.5	2-Good	1-Excellent
1076	Cottonwood, Eastern	21	1-Excellent	1-Excellent
1077	Cottonwood, Eastern	19	2-Good	2-Good
1078	Elm, Siberian	13	2-Good	2-Good
1080	Elm, American	20	1-Excellent	1-Excellent
1081	Elm, Siberian	18	2-Good	2-Good
1082	Elm, Siberian	19	2-Good	2-Good
1083	Elm, Siberian	13.5	2-Good	2-Good
1084	Maple, Sugar	20.5	1-Excellent	1-Excellent
1085	Locust, Honey	19	2-Good	2-Good
1086	Elm, Siberian	14	2-Good	2-Good
1087	Elm, Siberian	14.5	2-Good	2-Good
1088	Elm, Siberian	13.5	5-Dead	5-Dead
1090	Elm, Siberian	15	2-Good	2-Good
1096	Maple, Silver	20.5	1-Excellent	1-Excellent
1097	Maple, Sugar	20	1-Excellent	1-Excellent
1098	Ash, White	35	1-Excellent	1-Excellent
1099	Maple, Norway	21	1-Excellent	1-Excellent
1100	Spruce, White	21	1-Excellent	2-Good
1101	Spruce, White	16.5	2-Good	3-Fair
1102	Spruce, White	16.5	2-Good	2-Good
1103	Ash, White	24	1-Excellent	2-Good
Total Significant Trees to be Removed: 28				
Total Caliper Inch to be Removed: 547				
Total Caliper Inch Required to be Replaced: 1641				

NOTE:  
THE CLARITY OF THESE PLANS DEPEND UPON COLOR COPIES. IF THIS TEXT DOES NOT APPEAR IN COLOR, THIS IS NOT AN ORIGINAL PLAN SET AND MAY RESULT IN MISINTERPRETATION.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
REESE A. SUDTELGTGE

DATE \_\_\_\_\_ LIC. NO. 54243

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PROJECT

**CASSIA  
CHAPEL VIEW  
CARE CENTER**

HOPKINS MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

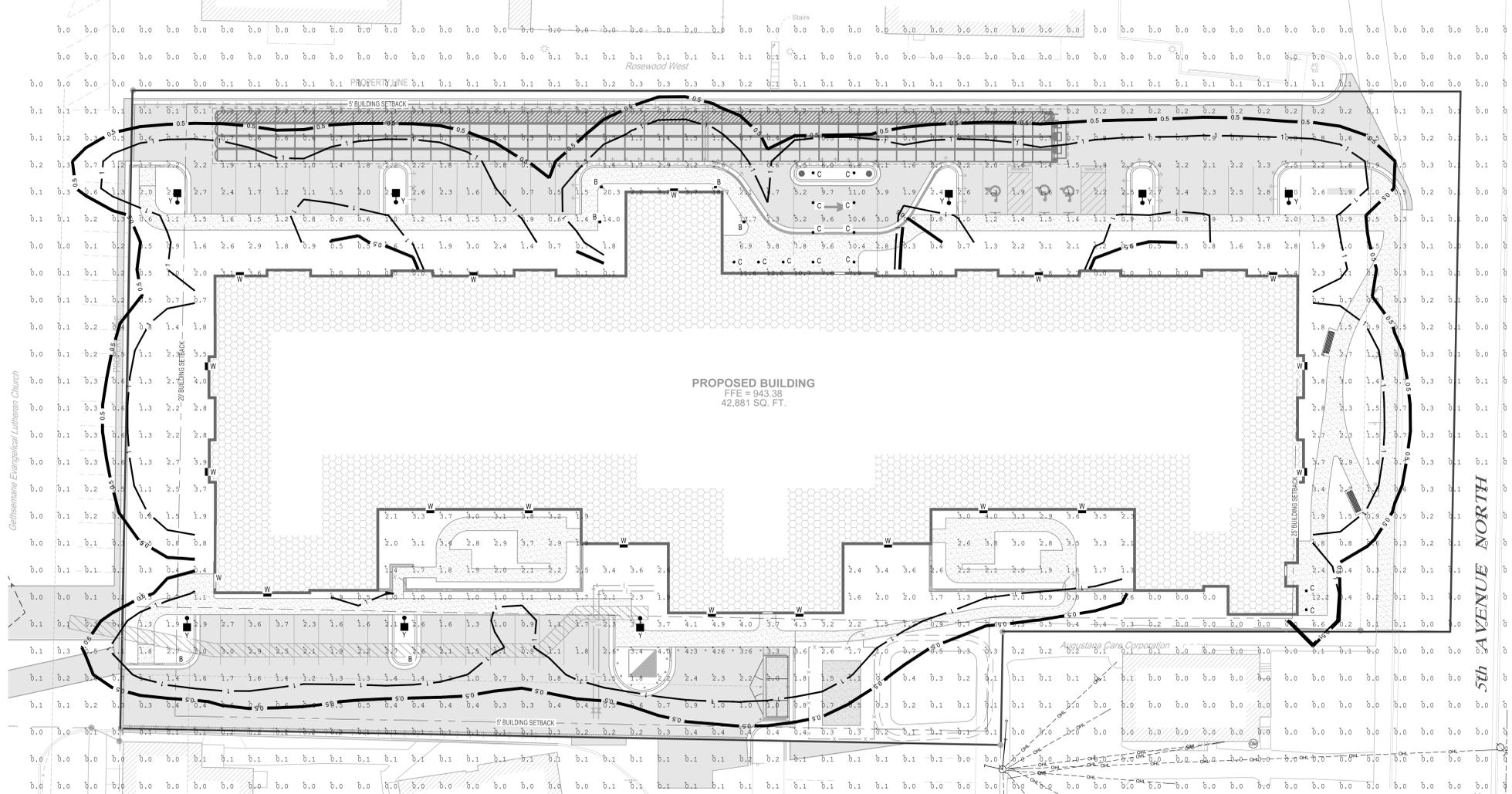
PROJECT NO.	23-29290
FILE NAME	29290 CS-LAND
DRAWN BY	BJK/TMK
DESIGNED BY	BJK/TMK
REVIEWED BY	RAS
ORIGINAL ISSUE DATE	08/25/23
CLIENT PROJECT NO.	-

TITLE

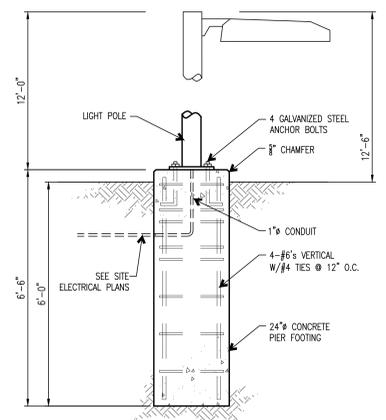
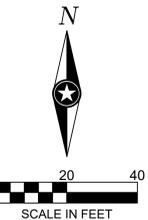
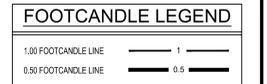
**TREE SURVEY**

SHEET

PRELIMINARY NOT FOR CONSTRUCTION



NOTE: SEE ELECTRICAL PLAN FOR SITE ELECTRICAL LAYOUT



1 LIGHT POLE DETAIL N.T.S.

LABEL	MANUFACTURER	CATALOG NUMBER	DESCRIPTION	LAMP	MOUNTING HEIGHT	LAMP LUMENS	LLF	WATTS	REMARKS
B	H.E. WILLIAMS	OS66S-L20840-AC-FT-XXX-AB-OPTIONS-DIM-UV	6" ALUMINUM BOLLARD - SQUARE	27W LED	3 FEET	2,046	0.90	27.1W	40" BOLLARD LIGHT
C	CONTECH LIGHTING	R6NC24K12D6 / RL-KIT / C6322M-CLR	6" RECESSED DOWN LIGHT	16W LED	14 FEET	1,600	0.90	16W	RECESS FIXTURE IN EXTERIOR CANOPY
W	H.E. WILLIAMS	WVWP160740-FT-XXX-GGL-OPTIONS-DIM-UV	ARCHITECTURAL WALL PANE	70W LED	14 FEET	5,989	0.90	70W	SURFACE MOUNT FIXTURE TO BUILDING EXTERIOR
Y	LITHONIA	DSXO LED P1 35K BCR1 T3M MVOLT SPA HS XXXXX	12" POLE LIGHT	34W LED	12 FEET	4,736	0.90	34W	PROVIDE WITH 12'-0" POLE (RSS-12-4C-DIM9A-10-XXXX)

LIGHT FIXTURE SCHEDULE

**OSA6S LED** 6" Aluminum Bollard - Square

**Williams**

**FEATURES**

- Suitable for a variety of low level lighting applications
- Available with a flat or peak top
- LEDs provide high efficacy, good color rendering and a variety of color options
- Square aluminum bollard features a highly reflective lens refractive with color matched trim for effective light distribution and pleasing appearance day or night
- Fixed, enclosed aluminum heat sink for maximum heat dissipation
- Made Right Here<sup>SM</sup> in the USA

**ORDERING INFO**

Series: OSA6S LUMENS: 1500lm CRI: 80 CCT: 27.000K SHIELDING/REFLECTOR: AC Acrylic lens with bond reflector HOUSING TOP: PF Flat top

**FINISH OPTIONS**

White (RAL #9003) Black (RAL #9004) Dark bronze Medium bronze Gray (RAL #9005) Silver (RAL #9006) Specify custom color

**ANCHOR BOLTS**

AB Anchor bolts<sup>SM</sup> L&E Lead anchor bolts P&B Pre-attached anchor bolts<sup>SM</sup>

**OPTIONS**

SP Single tube<sup>SM</sup> DF Double tube<sup>SM</sup>

**DRIVER**

DM Dimming driver provided for 0-10V dimming applications  
DND Driver provided for non-dimming applications

**NOTES**

- Lumen output based on 4000K/BCR and WHI Final Actual
- 120V, 277V, or 347V only, must specify voltage
- See page 2 for FINISH OPTIONS
- See page 3 for DISTRIBUTION DETAILS
- Three 3/8" x 1/2" cast in galvanized steel anchor J-bolts, spaced with 12" on center

**CONTECH LIGHTING** | **LEVITON** company

**R6 SERIES | 6-Inch Round Downlights:**  
R6NC Universal New Construction Housing

**DATE** \_\_\_\_\_ **PROJECT** \_\_\_\_\_ **TYPE** C

**Side View** **Top View**

**CEILING OPENING:** 6-5/8" **CEILING THICKNESS:** 1/2" - 2"

**ORDERING INFO**

WATTAGE	R6NC1	R6NC2	R6NC3	R6NC4	R6NC5	R6NC6
12W	16W	21W	30W	38W	45W	
LUMEN OUTPUT:	1100lm	1600lm	2200lm	3000lm	3700lm	4100lm
COLOR TEMPERATURE:	2700K / 3000K / 3500K / 4000K					
CRI	83 (80min) / 90+					
INPUT VOLTAGE	12W	16W	21W	30W	38W	45W
INPUT CURRENT (A) @ 120V/277V/347V	.08/04/03	.12/06/04	.17/08/06	.23/11/08	.31/14/11	.36/16/12
INPUT VOLTAGE	120VAC, 50/60Hz					
DRIVER	Lutron HiLume <sup>SM</sup> Driver 120VAC, 277VAC, 347VAC, 50/60Hz					
DRIVER	Lutron Eco-System <sup>SM</sup> Driver 120VAC, 277VAC, 50/60Hz					
DRIVER	Lutron Eco-System <sup>SM</sup> Driver 120VAC, 277VAC, 50/60Hz					
DRIVER POWER FACTOR	> 0.90					
TOTAL HARMONIC DISTORTION (THD)	< 20%					

**LISTINGS**

cCSAus Certified to UL Standards; Suitable for Damp Locations  
cCSAus Certified to UL924 Standard for Emergency Lighting when specified with the Emergency Battery Backup option  
ENERGY STAR<sup>SM</sup> Certified  
- All Wattage/Lumen options are ENERGY STAR<sup>SM</sup> Certified  
- ENERGY STAR<sup>SM</sup> Certified Trims: C6322-PL, C6322-PL, C6322-WHT, C6322-CLR and C6322-CLR (all beam distributions) - C (Clear Lens) and -SL (Sandblasted Lens) trim options are not ENERGY STAR<sup>SM</sup> Certified  
- 347V Option, Lutron and eLOLED Dimming Options are not ENERGY STAR<sup>SM</sup> Certified

**WARRANTY**

Five (5) year replacement after date of purchase  
Emergency Battery Backup option covered by a one (1) year replacement guarantee after date of purchase

**SYSTEM RATING**

50,000 Hours @ 70% Lumen Maintenance

**VWP LED** Voltare Architectural Wall Pack

**Williams**

**FEATURES**

- Designed to illuminate sidewalks, entryways, porches or facades
- Intended for use in both uplight and downlight applications
- Savings of up to 80% energy compared to HID systems
- Bonds seamlessly with a variety of architectural styles
- Wireless remote control solutions available
- Made Right Here<sup>SM</sup> in the USA

**ORDERING INFO**

Series: VWP LUMENS: 1300lm CRI: 70 CCT: 30.000K DISTRIBUTION: Type III  
VWP H Horizontal L30 3,000lm 7 70 30 3000K T3 Type III  
VWP V Vertical L60 1,600lm 40 4000K T3 Type III  
50 5000K TTF Type Forward throw

**FINISH OPTIONS**

BLK Black (RAL #9004) DBZ Dark bronze CLC Clear tempered glass lens GSB Standard gray SILV Silver aluminum (RAL #9006) WHT White (RAL #9003)

**SHIELDING**

SDBL Fully automatic tempered glass lens  
CLC Clear tempered glass lens  
GSB Standard gray  
SILV Silver aluminum (RAL #9006)  
WHT White (RAL #9003)

**OPTIONS**

EMW 4-watt integral emergency LED driver<sup>SM</sup>  
SP Single tube<sup>SM</sup>  
DF Double tube<sup>SM</sup>  
PC Factory-installed outdoor-style photocell<sup>SM</sup>  
HSK Entry housing enclosure used to match units with EM, OGC, or outdoor entry options  
TP Temper-resistant fork head screws<sup>SM</sup>

**CONDUIT ENTRY**

CR CR with conduit entry<sup>SM</sup>  
CL Left side conduit entry<sup>SM</sup>  
CD Conduit down entry

**WHY ONLY**

EMW/TC 0-watt emergency LED driver<sup>SM</sup>

**CONTROL**

None  
AH-FAC-DA Air on wireless feature control with outdoor antenna

**DRIVER**

DM Driver with external dimming wires provided for 0-10V dimming applications  
208 208V  
277 277V  
347 347V<sup>SM</sup>  
480 480V<sup>SM</sup>

**VOLTAGE**

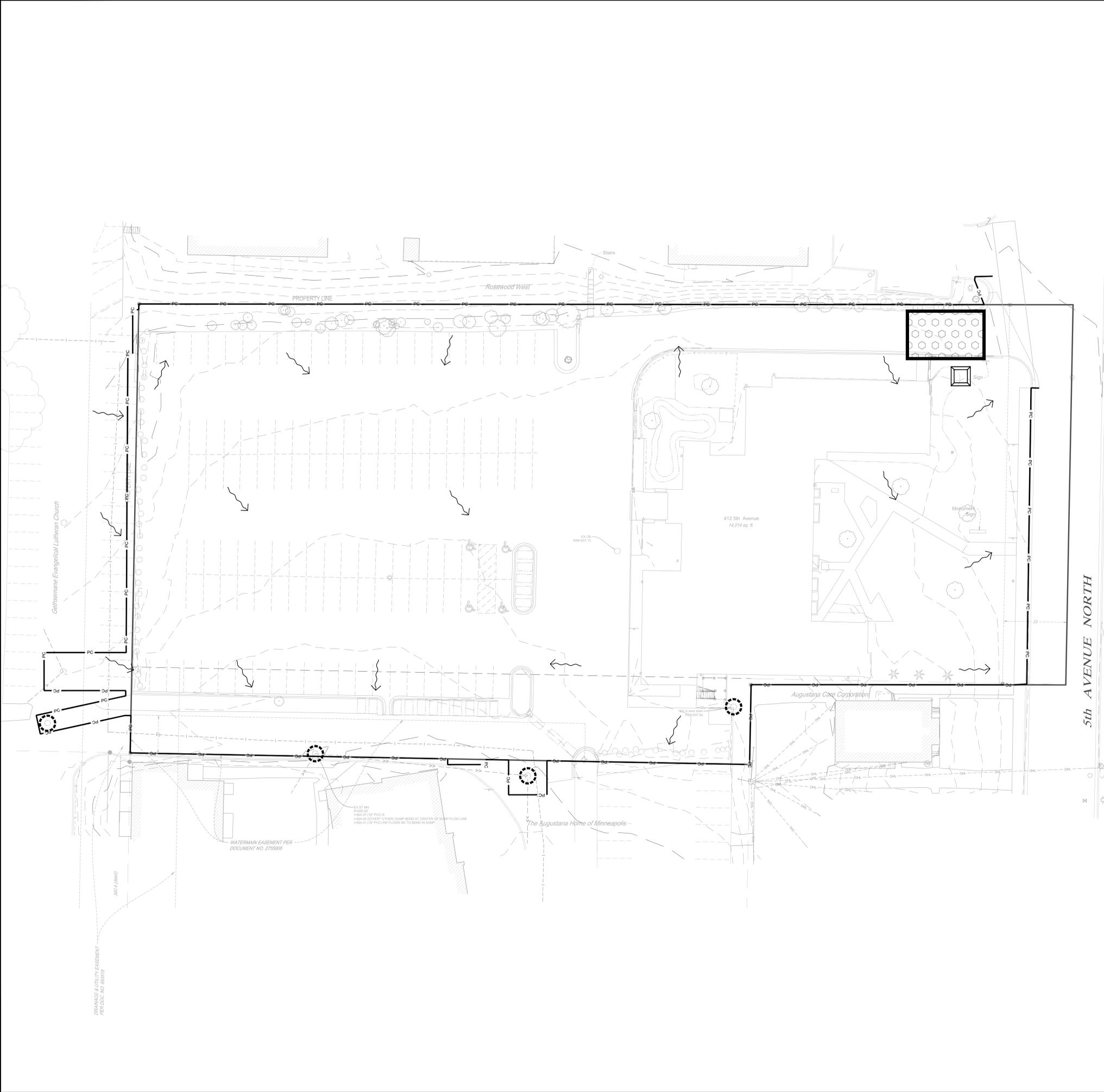
120 120V  
208 208V  
277 277V  
347 347V<sup>SM</sup>  
480 480V<sup>SM</sup>

**ACCESSORIES**

TTFK-25-TOL Temper-resistant fork for Torx head screws, 1/4"

**NOTES**

- Lumen output based on 3500 CRI Actual
- L&E Lead anchor bolts and P&B Pre-attached anchor bolts are included in the fixture via adhesives. Review a fixture's weight and CE listing. See page 2 for DISTRIBUTION DETAILS
- Fixtures include housing enclosure when specified with conduit entry. Increase housing enclosure height. Conduit entry provided with 1/2" NPT. Conduit entry provided with 1/2" NPT. Conduit entry provided with 1/2" NPT. Conduit entry provided with 1/2" NPT.
- 120V, 277V, or 347V only, must specify voltage
- 208V, 240V, or 480V only, must specify voltage
- 120V, 208V, or 277V only, must specify voltage. 347V and 480V only, must specify voltage. See page 3 for DISTRIBUTION DETAILS. Right side when viewed from behind fixture.
- Left and right when viewed from behind fixture.
- TP screws have other finish only. Safety screws provided and sold separately. Refer to the fixture via adhesives. Review a fixture's weight and CE listing. See page 2 for FIXTURE DETAILS
- See page 4 for AWI ON BLUEPRINTS AND ON CONTROL DETAILS. See page 5 for AWI ON CONTROL DETAILS. See page 6 for AWI ON CONTROL DETAILS. See page 7 for AWI ON CONTROL DETAILS. See page 8 for AWI ON CONTROL DETAILS. See page 9 for AWI ON CONTROL DETAILS. See page 10 for AWI ON CONTROL DETAILS. See page 11 for AWI ON CONTROL DETAILS. See page 12 for AWI ON CONTROL DETAILS. See page 13 for AWI ON CONTROL DETAILS. See page 14 for AWI ON CONTROL DETAILS. See page 15 for AWI ON CONTROL DETAILS. See page 16 for AWI ON CONTROL DETAILS. See page 17 for AWI ON CONTROL DETAILS. See page 18 for AWI ON CONTROL DETAILS. See page 19 for AWI ON CONTROL DETAILS. See page 20 for AWI ON CONTROL DETAILS. See page 21 for AWI ON CONTROL DETAILS. See page 22 for AWI ON CONTROL DETAILS. See page 23 for AWI ON CONTROL DETAILS. See page 24 for AWI ON CONTROL DETAILS. See page 25 for AWI ON CONTROL DETAILS. See page 26 for AWI ON CONTROL DETAILS. See page 27 for AWI ON CONTROL DETAILS. 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EROSION CONTROL LEGEND	
SYMBOL	DESCRIPTION
— PC —	PERIMETER CONTROL
— SF —	SILT FENCE, PREASSEMBLED
⊙	STORM DRAIN INLET PROTECTION
⊞	STABILIZED CONSTRUCTION EXIT
□	CONCRETE WASHOUT AREA
↗	EXISTING DRAINAGE ARROW
- - - 10' - - -	EXISTING CONTOUR (MINOR INTERVAL)
- - - 100' - - -	EXISTING CONTOUR (MAJOR INTERVAL)

PERIMETER CONTROL CAN BE SILT FENCE OR SEDIMENT CONTROL LOG.  
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DATE: \_\_\_\_\_ LIC. NO. 54243

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PROJECT  
**CASSIA CHAPEL VIEW CARE CENTER**  
 HOPKINS MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO. 23-29290  
 FILE NAME 29290 C1-SWPPP  
 DRAWN BY BJK/TMK  
 DESIGNED BY BJK/TMK  
 REVIEWED BY RAS  
 ORIGINAL ISSUE DATE 08/25/23  
 CLIENT PROJECT NO. -

TITLE  
**PRE - CONSTRUCTION SWPPP**

SHEET  
**C1-30**

**PRELIMINARY NOT FOR CONSTRUCTION**





## Cassia Chapel View PUD - Neighborhood Meeting Minutes

September 11, 2023 (7-8PM)  
715 Minnetonka Mills, Rd.  
Hopkins, MN 55343

Attendees: Andrew Centanni / Cassia  
Adam Lapacz / PDG  
Paula Sparling / Chapel View  
Pastor John / Gethsemane Lutheran Church  
Approximately 21 additional people in attendance (see sign in sheet)

### Meeting Notes:

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- 1. Pastor John introduction and moment of silence.**
  - Chapel View was originally created by the three surrounding churches to serve the community.
- 2. Andrew Centanni presentation of project to relocate existing care center.**
  - Asked all in attendance to sign in for documentation.
  - Explained next steps are Planning and Zoning then City Council.

### 3. Questions:

*Question: What is the plan for the houses on 5<sup>th</sup>?*

*Response:* Houses are to stay

*Q: What direction does the dining room face?*

*R:* South

*Q: What will parking be like?*

*R:* Parking will be surface and located around the building back and sides.

*Q: Traffic flow?*

*R:* Maintaining the existing site driveway access.

*Q: Where is the new Chapel?*

*R:* Community room will be on the second floor facing North.

*Q: How close will the building be to Rosewood Apartments?*

*R:* Approximately 90 feet.

*Q: How does the elevation work from Rosewood – study needs to be done?*

*R:* Rosewood is at a higher elevation and the design features a flat roof not to impede views. Elevations are provided in the submittal.

*Q: There is TCU and LTC, will there be memory care?*

R: No, strictly skilled with no assisted living.

*Q: Will there be stoves and microwaves in units?*

R: No stove, sometimes there might be a countertop microwave.

*Q: What is the vehicle access from 5<sup>th</sup>?*

R: Same vehicle access location as existing.

*Q: Will the trees that get removed be replaced with same size and growth level?*

R: Smaller trees are needed to establish roots. We'll be following City tree requirements.

*Q: Are you replacing trees along Rosewood?*

R: Yes, some, we intend to preserve the existing trees on the East side but the West will need to be removed and replaced for the drive aisle.

*Q: Property Manager from Rosewood asked to follow up on trees and other items.*

R: Yes, please provide contact information.

*Q: How long is the demolition process?*

R: Not sure on specifics, but best guess would be 6-8 weeks.

*Q: What happens with church items?*

R: Some might be donated.

*Q: Is there a quiet room?*

R: One of the living rooms could be designed not to have a TV to provide a quieter space outside the units.

*Q: Spas and pools?*

R: No pool, each wing / floor will have a spa room.

*Q: Conference rooms?*

R: Hybrid spaces will be provided for conferences on each floor with a central conference room for staff training.

*Q: Will the apartment be attached to the new building?*

R: Intent is to eventually connect to existing campus.

*Q: Skilled and Memory Care?*

R: Setup to be able to change care levels to allow for future care.

*Q: Will there be volunteer activities? "Adopt a grandparent?"*

R: Yes, would like to include nearby schools to reach out to the community.

*Q: Input from current staff at Chapel View?*

R: Not yet, still high level. Assuming that with approval will go over with staff and core leaders. Support spaces and med rooms will need to be worked through.

*Pastor John – Cassia did reach out to talk about function and flow to coordinate with Church how it will connect to the site.*

*Andrew / Cassia – We've been working with the City for a while.*

*Q: Cassia owns a lot of property on 5<sup>th</sup> Ave, what's their future?*

R: To stay, the City doesn't want the residential area to change and for houses to go away.

*Q: Proposed facility fills the entire existing parking?*

R: Yes

*Q: Demo of existing church and trees?*

R: Church would most likely be first, then trees at a later time.

*Q: Plows make it difficult in the winter near the house on the hill near Minnetonka. Any word on fixing that?*

R: We will tell the City.

*Q: Plows and Rosewood?*

R: Possibly coordinate with Rosewood.

*Q: Entrance off Rosewood is bad, is there a traffic study?*

R: Keeping existing entrance, will need to check with City on traffic study.

*Q: What is the building exterior material?*

R: Working with the City to meet the new design standards. Proposed to have 65% of the 5<sup>th</sup> Street façade as face brick and 35% fiber cement board.



CITY OF HOPKINS

## City Council Report 2023-106

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

From: Ryan Krzos, City Planner

Date: October 3, 2023

Subject: Zoning Text Amendment for Office Uses in Mixed Use Zones.

---

### RECOMMENDED ACTION

**MOTION TO** Adopt for first reading, Ordinance 2023-1201, amending Article 5, Chapter 102 of the City Code Regarding Office Uses in Mixed Use Zones.

### BACKGROUND

The City's updated Zoning Code established new provisions related to office uses in certain areas of Hopkins. Specifically, office uses are permitted in upper stories only in the MX-D and MX-TOD zones (as shown in the attached Zoning Code excerpt). As such, new office uses are prohibited from locating on the first floor within buildings in these zones. Under state statute, any first-floor office use already established when the updated code was adopted is allowed to continue as a legal non-conforming use.

The MX-D zone encompasses Hopkins' downtown center, principally properties along Mainstreet. The stated intent of the MX-D zone is "to foster a walkable environment with street-level storefronts to provide active shopping and services for residents and upper story uses to include less active uses such as residences and offices." The vision for this area is informed by a policy of the [2040 Comprehensive Plan's Downtown Section](#); to encourage growth and expansion of commercial establishments that address two market orientations: (1) the destination specialty market (e.g. entertainment, arts, and experiential businesses), and (2) the local convenience market (e.g. food, social services, and other daily needs). Furthermore, the Plan contains additional guidance around creating an active pedestrian environment in the downtown. It should be noted that the Comprehensive Plan is a guiding document and the policy prescriptions for how to go about implementing these principles are not always directly spelled out.

Similarly, the MX-TOD zone covers areas in proximity to the Downtown and Blake Road transit stations, with the same intended arrangement of street-level shopping and services with upper story residences and offices. Prohibiting first-floor offices in these zones represents the City's policy decision on implementing the Comprehensive Plan's guiding principles. The rationale of this policy is that holding to exclusively retail and/or service uses on the first-floor drives foot traffic and promotes visibility of activity occurring inside the building from the street/sidewalk. Office uses are thought to generate less foot traffic and often do not interface as well to the street/sidewalk.

In the time since the code was adopted, staff has fielded inquiries from prospective office tenants about occupying several spaces within the first floor of Mainstreet buildings. As a result, staff revisited this policy given the apparent disconnect with market demand.

Staff surveyed the ordinances of cities in the metro area as well as peer cities in the region, particularly cities with downtowns that share similar characteristics to Hopkins' – see the attached summary matrix. In general, more of the studied cities allow office uses without limitations than those that do limit them. Those that do limit office uses specify locational requirements like Hopkins' current standards or require special approval (conditional use permit).

The proposed ordinance amendment would expand eligibility for first floor office uses in the MX-D and MX-TOD zones, while still excluding first-floor in some buildings. Under the proposal, in the MX-D Zone first floor office uses are allowed except within a building located at a street corner. In the MX-TOD zone, first floor office would not be allowed within space located nearer than 50 feet to the corner; since parcels are generally larger, with more width and frontage, in the MX-TOD zones. Staff finds this solution to be a reasonable middle ground since active uses and foot traffic are more critical at intersections given their prominence from multiple entry points. Corner locations also have more visibility so the impact is greater for the pedestrian and creates the overall feeling a retail-focused environment.

In deciding on Ordinance amendments, the City is acting in a legislative capacity. 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. Per the Zoning Code, in making decisions about development code text amendments, the Planning & Zoning Commission and City Council must consider all relevant factors, including at least the following:

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

#### *Consistency with the Comprehensive Plan*

As previously noted, the Comprehensive Plan envisions activated pedestrian environments in the downtown and near transit centers. The current limitation of first floor offices is the attempt to enact this guidance. Staff finds that the proposed middle ground sufficiently keeps with this guidance for active street/sidewalk level uses, by maintaining the restriction on the first floor at street intersections.

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

Staff is putting forward the proposed text amendment to address a changing commercial real estate market condition. Although the code update was developed during a time when the COVID-19 pandemic was in full swing, we are beginning to fully understand the societal change that the event brought about. The pandemic accelerated the downward trend away from brick-and-mortar retail. Furthermore, as office employers have stabilized, staff understands that a segment of office employers

are prioritizing amenity-rich urban environments. As such, it is likely that the new office uses, if allowed, would be strategically locating in Hopkins so that employees could capitalize on nearby shopping and services. Given the relatively high commercial occupancy rate, particularly in the downtown, staff is not expecting a great degree of turnover resulting in a dominance of first floor office uses. If trends further shift in that regard, staff will revisit this policy change and respond accordingly.

The procedure for amending the Zoning Code involves publication of a notice in the City's official newspaper. The Planning and Zoning Commission must also conduct a public hearing and provide a recommendation to the City Council. The Planning and Zoning Commission held a public hearing on this matter at the September 26, 2023 meeting. No community members spoke during the public hearing. The Commission discussed whether the amendment would be in keeping with the Comprehensive Plan's guidance around a vibrant, active downtown; how the new provisions would be implemented; and whether additional areas of the first floor should be eligible. Following discussion, the Commission approved a motion on a vote of 6-1 recommending that the City Council adopt the ordinance as proposed.

### **SUPPORTING INFORMATION**

- Proposed Ordinance 2023-1201 Amending Article 5, Chapter 102 of the City Code Regarding Office Uses in Mixed-Use Zones
- Peer Community Comparison Chart
- Hopkins Zoning Map

**CITY OF HOPKINS  
HENNEPIN COUNTY, MINNESOTA**

**ORDINANCE 2023-1201**

**AN ORDINANCE AMENDING CHAPTER 102 OF THE HOPKINS CITY CODE  
REGARDING OFFICE USES IN CERTAIN MIXED-USE ZONES**

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

**SECTION 1.** Hopkins City Code, Part III, Chapter 102, Article 5, Section 102-510 (a) Table 5-1, is hereby amended by adding the double-underlined language as follows:

Table 5-1. Principal Use Table	ZONES																Reference		
	MX-TOD	MX-D	MX-N	MX-S	RX-TOD	RX-D	RX-N	IX-TOD	I-TOD	IX-S	I1	N1, N2	N3-A	N3-B	NX1	NX2		P1	P2
COMMERCIAL																			102-540
Office	⊙	⊙	●	●	●	●	●	●	●	●	●	-	-	-	-	-	-	-	<u>102-580(c)</u>

KEY: ● = Permitted ○ = Permitted in Upper Stories Only ⊙ = Limited to No More than 25% of Footprint ⊕ = Limited on first floor to buildings on the interior of a block see 102-580(c) ○ = Requires Conditional Use Approval - = Prohibited

**SECTION 2.** Hopkins City Code, Part III, Chapter 102, Article 5, Section 102-580 (c), is hereby amended by adding new subsection (c) with the double-underlined language as follows and re-lettering the subsequent subsections to increase by the next letter:

**102-580 (c) OFFICE** In the MX-D zone, office uses are allowed on the first floor only if said use is within a building that does not have two street frontages along intersecting streets. In the MX-TOD zone office uses are allowed on the ground floor only if all portions of the space accommodating said use are at least 50 feet from the nearest street corner of the block in which the building fronts on. Office uses are allowed in upper stories only in buildings nearer to the street corner in the MX-D and MX-TOD zones.

**SECTION 3.** The effective date of this ordinance shall be October 19, 2023.

First Reading:	October 3, 2023
Second Reading:	October 10, 2023
Date of Publication:	October 19, 2023
Date Ordinance Takes Effect:	October 19, 2023

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

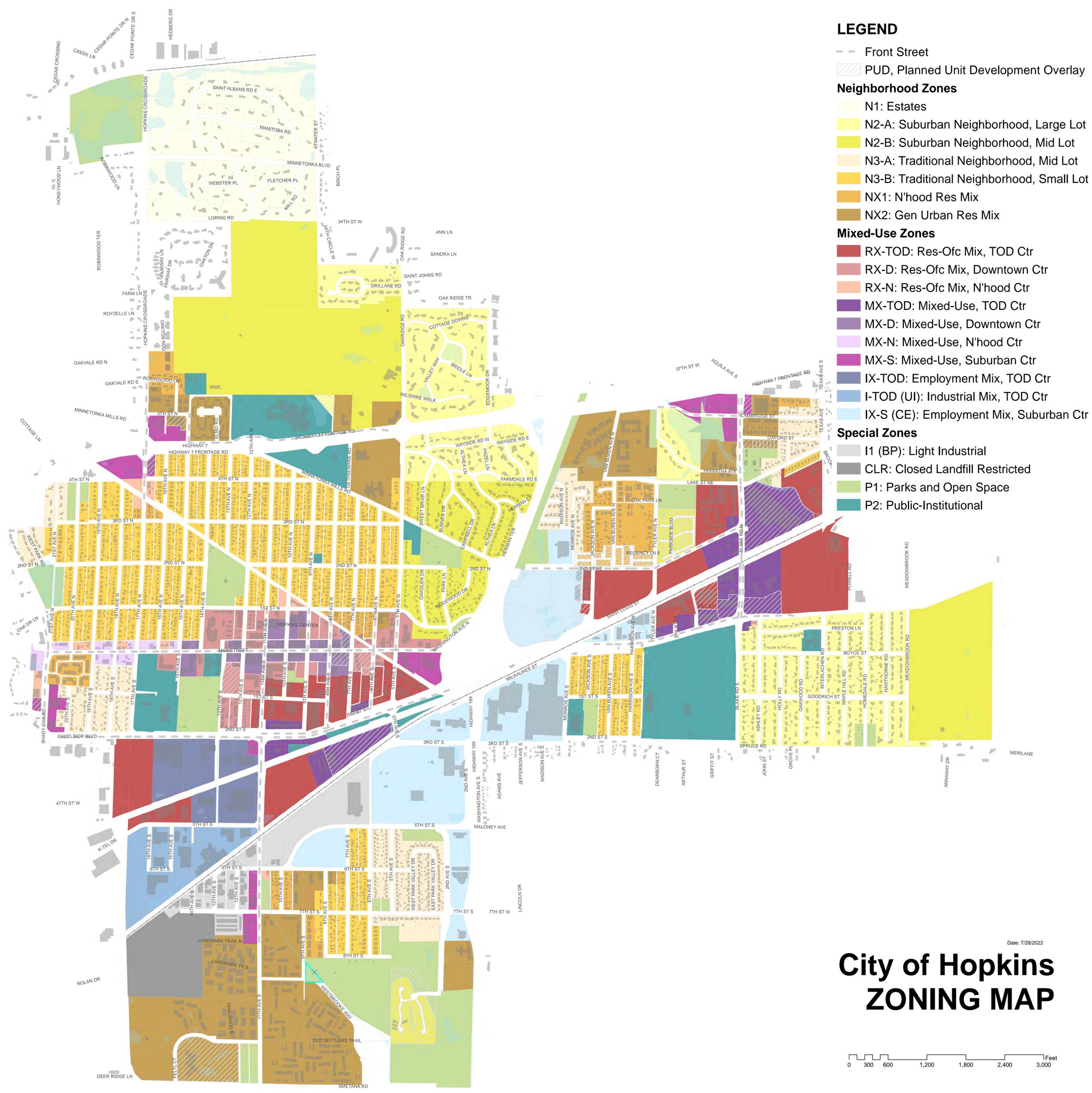
Patrick Hanlon, Mayor

ATTEST:

\_\_\_\_\_

Amy Domeier, City Clerk

City	Use Category	Restrictions
Minneapolis	Office	None
St. Paul	Office, Administrative Office, Artist, Photographer Studio etc. Office, Insurance, Real Estate, Sales Office, Professional	None
Stillwater	Office, General Business or Professional Office, Finance, Insurance, Editorial, or Real Estate Services Office, Administrative Office, Medical or Dental	None
Robbinsdale	Office, Professional Office, Medical Office, Business	None
Excelsior	Office, General Business Office, Clinic (non-veterinary)	Use cannot be located at street level on Water Street or at street level in structures that have frontage on both Water Street and one of the following: Lake Street, 2nd Street, or 3rd Street; use must be located on the upper level
White Bear Lake	Offices, Professional	Permitted in Upper Stories. Allowed on first for if occupying no more than 30% of both the gross floor area and linear street frontage on any parcel.
Park Ridge, IL (pop. 39,656)	Offices, Professional	Permitted: Above Ground Floor Conditional: On Ground Floor
Whitefish Bay, WI (pop. 14,954)	Offices, Professional	Permitted: Above Ground Floor Conditional: On Ground Floor
La Grange, IL (pop. 16,321)	Offices	Restricted on first floor, except interior building spaces that meets all of the following criteria: (1) the leased space does not abut or have a window, door, or other opening onto a public street, (2) the interior of the leased space is not otherwise visible from a public street, and (3) the leased space is defined by separate demising walls and is not integrated with space that abuts or is otherwise visible from a public street.



**LEGEND**

- Front Street
- ▨ PUD, Planned Unit Development Overlay
- Neighborhood Zones**
- N1: Estates
- N2-A: Suburban Neighborhood, Large Lot
- N2-B: Suburban Neighborhood, Mid Lot
- N3-A: Traditional Neighborhood, Mid Lot
- N3-B: Traditional Neighborhood, Small Lot
- NX1: N'hood Res Mix
- NX2: Gen Urban Res Mix
- Mixed-Use Zones**
- RX-TOD: Res-Ofc Mix, TOD Ctr
- RX-D: Res-Ofc Mix, Downtown Ctr
- RX-N: Res-Ofc Mix, N'hood Ctr
- MX-TOD: Mixed-Use, TOD Ctr
- MX-D: Mixed-Use, Downtown Ctr
- MX-N: Mixed-Use, N'hood Ctr
- MX-S: Mixed-Use, Suburban Ctr
- IX-TOD: Employment Mix, TOD Ctr
- I-TOD (UI): Industrial Mix, TOD Ctr
- IX-S (CE): Employment Mix, Suburban Ctr
- Special Zones**
- I1 (BP): Light Industrial
- CLR: Closed Landfill Restricted
- P1: Parks and Open Space
- P2: Public-Institutional

Date: 7/28/2022

# City of Hopkins ZONING MAP





CITY OF HOPKINS

Public Works Dept.

## City Council Report 2023-105

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

From: Eric Klingbeil, PE, City Engineer

Date: October 3, 2023

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

---

### RECOMMENDED ACTION

**MOTION TO** Adopt Resolution 2023-035 ordering a public improvement hearing for the 2024 Street and Utility Improvements.

### OVERVIEW

At the May 2, 2023 City Council meeting, the Hopkins City Council authorized Bolton & Menk, Inc. to prepare a feasibility report concerning street and utility improvements along 12<sup>th</sup> Avenue N from Mainstreet to 1<sup>st</sup> Street N, 14<sup>th</sup> Avenue N from Mainstreet to 2<sup>nd</sup> Street N, 15<sup>th</sup> Avenue N from Mainstreet to 2<sup>nd</sup> Street N, 16<sup>th</sup> Avenue N from Mainstreet to 1<sup>st</sup> Street N and 2<sup>nd</sup> Street N to 3<sup>rd</sup> Street N, and 2<sup>nd</sup> Street N from 14<sup>th</sup> Avenue N to 15<sup>th</sup> Avenue N. The report is complete and is now submitted to Council for review and further action. A summary of the issues is provided here, and staff will provide a detailed summary of the report at the Council meeting.

a pavement management plan update was provided, included in the discussion was the next project identified in the Capital Improvement Plan. At that meeting, staff was directed to prepare to begin to prepare to order a feasibility report to continue with street and utility improvements as identified in the Capital Improvement Plan.

Staff has worked with Bolton and Menk, Inc. to identify the most cost effective way to reconstruct the identified neighborhood. It was determined that separating the neighborhood into multiple discrete projects was the most efficient, cost effective, and least disruptive methodology. The attached project location map shows the proposed project sequencing. Based on current street and utility conditions, some segments that were not previously identified in the CIP have been added, while some segments have been reclassified to a street resurface project instead of a full reconstruction. An updated, high-level, cost estimate was also completed. This updated cost estimate reflects more up to date construction and interest costs, as well as the updated scope of construction and reconstruction. While costs for the year 2024 project have decreased slightly, overall the project cost, including street and utility reconstruction and street surface improvement areas, has increased from \$24,991,000 to \$29,240,000.

The first step in proceeding with the project is ordering a feasibility report. Staff has selected a qualified consultant to undertake topographic survey work, geotechnical

evaluation, a benefit appraisal report, and the preliminary engineering report. The cost of these services is \$224,822. Final design and construction observation and administration services will be negotiated separately after the feasibility report phase and the councils ordering of the improvement project. Project areas identified as 2025 and 2026 are not included in the scope of this feasibility report.

By moving forward with feasibility for 2024, no commitment to future identified project areas is made. Ordering feasibility does not authorize the project. Conducting a public improvement hearing and ordering final plans will be Council action items at a future meeting.

## **SUPPORTING INFORMATION**

- Feasibility Report – Abridged version attached, full report available upon request
- Project Location Map
- Resolution 2023-035

## **ANALYSIS OF ISSUES**

### **Scope of Improvements**

This project includes the following improvements:

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

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

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

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

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

Pedestrian facilities include:

- Replacement of existing sidewalk and pedestrian ramps in the reconstruction area
- Potential addition of new sidewalk to fill in sidewalk gaps on 3<sup>rd</sup> Street N

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

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

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

## **Public Input**

A public informational meeting regarding the improvements was held on September 13th. The meeting format consisted of a presentation of the overall project scope, with an open house style question and answer session. A 2nd neighborhood meeting has been scheduled for October 25<sup>th</sup> to review proposed improvements and provide detailed information on proposed assessments.

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

## **Assessments**

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

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

## Project Budget and Costs

The estimate for this project which includes contingency, and costs for legal, administrative, and engineering costs for all the work, totals to \$7,860,000.

Project costs and funding sources are as follows:

<b>Funding Source</b>	<b>CIP Budget Street Reconstruction</b>	<b>CIP Budget Street Rehabilitation/ Sewer Lining/ Pedestrian Improvements</b>	<b>Estimated Cost</b>
PI-PIR/General Obligation Bonds	\$3,000,000	\$450,000	\$3,002,000
Assessments	1,046,000		954,000
Storm Sewer Fund	624,000		1,196,000
Sanitary Sewer Fund	1,588,000	60,000	1,172,000
Water Fund	1,585,000		1,536,000
<b>Total</b>	<b>\$7,843,000</b>	<b>\$510,000</b>	<b>\$7,860,000</b>

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

## Project Schedule

Accept feasibility report/order public hearing	October 3, 2023
Public Informational Neighborhood Meeting	October 25, 2023
Public hearing/order final design	November 14, 2023*
Approve final plans/order bids	January 16, 2024
Order Assessment Hearing	February 20, 2024
Public Informational Neighborhood Meeting	March 11-14 (Date TBD)
Conduct Public Assessment Hearing	March 19, 2024
Adopt Assessment Roll/Award Contract	March 19, 2024
Begin Construction	Spring 2024
Complete Construction	Fall 2024

\*Date has changed from previous project schedules

## Staff Recommendation

Staff recommends accepting the feasibility report and ordering a public hearing for November 14, 2023

**CITY OF HOPKINS  
HENNEPIN COUNTY, MINNESOTA**

**RESOLUTION 2023-035**

**RESOLUTION ORDERING PUBLIC IMPROVEMENT HEARING FOR  
2024 STREET AND UTILITY IMPROVEMENTS  
CITY PROJECT 2023-10**

**WHEREAS**, the City Council authorized and directed the City Engineer to prepare a report with reference to the aforesaid improvement, and

**WHEREAS**, the City Engineer has caused to be prepared the aforesaid report for improvements on 6<sup>th</sup> Avenue N from Mainstreet to 1<sup>st</sup> Street N, 7<sup>th</sup> Avenue N from the regional trail to Minnetonka Mills Road, 8<sup>th</sup> Avenue N from 2<sup>nd</sup> Street N to Minnetonka Mills Road, 1<sup>st</sup> Street N from 8<sup>th</sup> Avenue N to 5<sup>th</sup> Avenue N, 2<sup>nd</sup> Street N from 8<sup>th</sup> Avenue N to 5<sup>th</sup> Avenue N, and 3<sup>rd</sup> Street N from 8<sup>th</sup> Avenue N to 5<sup>th</sup> Street N and

**WHEREAS**, the report provides information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels,

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Hopkins will consider the improvement of such streets and utilities in accordance with the report and the assessment of benefitting properties for all or a portion of the cost of the improvement pursuant to Minnesota Statutes Chapter 429 at an estimated total cost of \$7,860,000 and that a public hearing shall be held on such proposed improvement on Tuesday, the 14<sup>th</sup> day of November in the Council Chambers at 1010 1<sup>st</sup> Street South at 7:00 P.M. and the City Clerk shall give mailed and published notice of said hearing and improvements as required by law.

Adopted by the City Council this 3rd day of October, 2023.

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

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



LEGEND	
	RECONSTRUCTION AREA
	REHABILITATION AREA



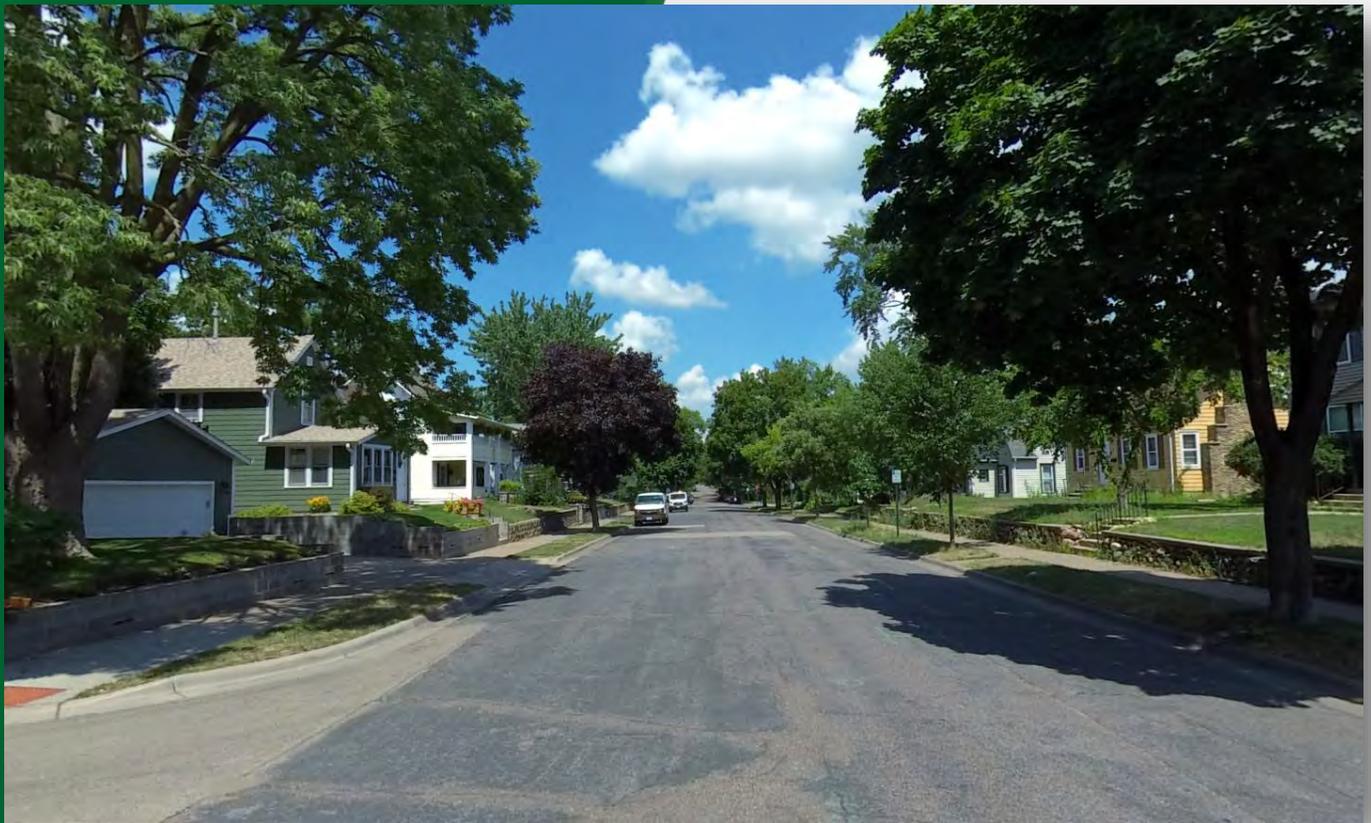
# 2024 Central Avenues Improvements

## Preliminary Engineering Report

City of Hopkins

City Project No. 2023-010

BMI Project No. OT1.130543



**Submitted by:**

Bolton & Menk, Inc.  
12224 Nicollet Avenue  
Burnsville, MN 55337  
P: 952-890-0509  
F: 952-890-8065



**BOLTON  
& MENK**

Real People. Real Solutions.

# Certification

Preliminary Engineering Report

For

2024 Central Avenues Improvements

City of Hopkins

Hopkins, MN

City Project No. 2023-010

BMI Project No. OT1.130543

September 2023

**PROFESSIONAL ENGINEER**

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Signature: *Nick Amatuccio*

Typed or Printed Name: Nicholas J. Amatuccio, PE

Date: 9/22/2023 License Number: 53639

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- Appendix C: Preliminary Assessment Roll
- Appendix D: Resident Questionnaires & Neighborhood Meetings
- Appendix E: Geotechnical Evaluation

## I. Executive Summary

### A. Background Information

The Hopkins City Council ordered preparation of this Preliminary Engineering Report at its May 2, 2023 meeting. In general, the goal of the project is to preserve the investments Hopkins has made in its infrastructure with proper upkeep through the City's Pavement Management Program. The preliminary design report has been completed to identify the appropriate improvements needed as well as the associated project costs and preliminary estimated assessments.

### B. Proposed Improvements

This report examines potential street and utility construction of several streets in the Central Avenues Neighborhood in the City of Hopkins. These areas are depicted in Figure 1 of Appendix B. The proposed improvements are described in the body of this report and are graphically illustrated in Appendix B. In brief, the proposed improvements consist of:

- Full reconstruction of the following street sections in the Central Avenues Neighborhood with replacement of concrete curb and gutter and concrete sidewalk, and replacement of watermain, sanitary sewer, and storm sewer utilities.
  - 7<sup>th</sup> Ave N from the HCRRR Alley north of Mainstreet to Minnetonka Mills Rd
  - 8<sup>th</sup> Ave N from 2<sup>nd</sup> St N to Minnetonka Mills Rd
  - 3<sup>rd</sup> St N from 5<sup>th</sup> Ave N to 8<sup>th</sup> Ave N
- Reclamation and resurfacing of 6<sup>th</sup> Ave N from Mainstreet to 1<sup>st</sup> St N.
- Mill and overlay of the following street sections.
  - 1<sup>st</sup> St N from 5<sup>th</sup> Ave N to 8<sup>th</sup> Ave N
  - 2<sup>nd</sup> St N from 5<sup>th</sup> Ave N to 8<sup>th</sup> Ave N
- The possible addition of concrete sidewalks in the following areas.
  - North side of 3<sup>rd</sup> St N from 5<sup>th</sup> Ave N to 8<sup>th</sup> Ave N
- Sanitary sewer lining in areas designated by City Staff throughout the City.

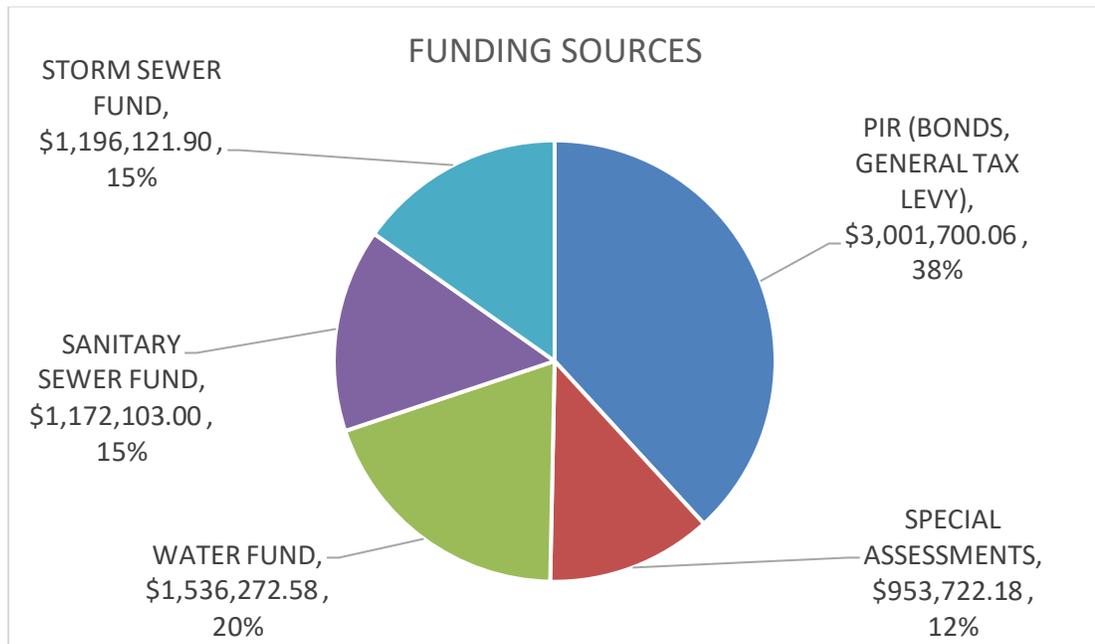
All of these improvements would be constructed in one construction season in 2024. While this report covers several areas of potential improvements, it will focus primarily on the full reconstruction streets of the Central Avenues Neighborhood listed above.

C. Estimated Costs and Proposed Funding

Cost estimates have been prepared to address the varying needs of all areas reviewed. Detailed cost estimates are provided in Appendix A and summarized below in Table 1.

Table ES-1 – Preliminary Estimated Cost of 2024 Proposed Improvements	
Streets	\$2,866,000
Sanitary Sewer	\$849,000
Watermain	\$1,113,000
Storm Sewer	\$867,000
Contingencies (15%)	\$855,000
Engineering & Administration (20%)	\$1,310,000
<b>Total Estimate Project Costs</b>	<b>\$7,860,000</b>

The project is proposed to be funded with general obligation bonds, utility funds, and assessments to individual properties. The chart below illustrates proposed funding sources inclusive of contingencies, engineering, and administration.



## II. Project Introduction

This report examines the proposed street and utility improvements including storm sewer replacement, water main replacement, sanitary sewer replacement, and street reconstruction throughout the following streets as shown on Figure 1 in Appendix B:

- 7<sup>th</sup> Ave N from the HCRRR Alley north of Mainstreet to Minnetonka Mills Rd
- 8<sup>th</sup> Ave N from 2<sup>nd</sup> St N to Minnetonka Mills Rd
- 3<sup>rd</sup> St N from 5<sup>th</sup> Ave N to 8<sup>th</sup> Ave N

This report also examines the following related improvements which are proposed to be constructed in the same project, but without involvement of special assessments:

- Reclamation and resurfacing of 6<sup>th</sup> Ave N from Mainstreet to 1<sup>st</sup> St N.
- Mill and overlay of the following street sections.
  - 1<sup>st</sup> St N from 5<sup>th</sup> Ave N to 8<sup>th</sup> Ave N
  - 2<sup>nd</sup> St N from 5<sup>th</sup> Ave N to 8<sup>th</sup> Ave N
- The possible addition of concrete sidewalks in the following areas.
  - North side of 3<sup>rd</sup> St N from 5<sup>th</sup> Ave N to 8<sup>th</sup> Ave N
- Sanitary sewer lining in areas designated by City Staff throughout the City.

The project in its entirety involves:

- Addition/replacement of storm sewer within the reconstruction area
- Watermain replacement within the reconstruction area
- Water service replacement within the reconstruction area
- Sanitary sewer replacement within the reconstruction area
- Sanitary sewer rehabilitation in areas of need
- Sanitary sewer service replacement within the reconstruction area
- Concrete curb & gutter replacement within the reconstruction area and other areas of need
- Bituminous street removal and reconstruction
- Concrete walk addition/replacement within the reconstruction area and other areas of need

## III. Background

The 2024 Central Avenues Improvements project was initiated following its presence for several years in the City's Capital Improvement Plan in some capacity. The Hopkins City Council ordered the preparation of this feasibility report at its May 2, 2023 council meeting. The feasibility study and report has been completed to better identify the infrastructure improvements needed in the proposed project area and to better define costs associated with the improvements. This report will be used as the basis for final design and is also a required step in the State's Chapter 429 process for special assessments.

## IV. Existing Conditions

### A. Streets

The bituminous streets within the project areas are aged and exhibit various levels of wear and distress. This is evident on the surface by transverse, block, and alligator cracking. There is evidence of previous additional street repairs and maintenance throughout the project area including numerous street patches. Examples of the existing pavement conditions are shown below.



Consistent with observations of the existing pavements made during preparation of this report, the City of Hopkins' Pavement Management System also indicates that the "Pavement Condition Index" (PCI) for 7<sup>th</sup> Ave N, 8<sup>th</sup> Ave N, and 3<sup>rd</sup> St N is below the threshold where rehabilitation is cost effective. As such, street reconstruction efforts are appropriate along 7<sup>th</sup> Ave N, 8<sup>th</sup> Ave N, and 3<sup>rd</sup> St N.

The streets within the project area have varying widths (measured curb face to curb face). Table 1 below summarizes these and other existing conditions. Parking is typically allowed on both sides of the streets throughout the neighborhood, except on 1<sup>st</sup> St N. Large, mature trees can be found throughout the project within the City's ROW and near the back of curb.

<b>Table 1: Summary of Existing Corridor Conditions</b>			
<b>Roadway</b>	<b>Existing Street Width</b>	<b>Existing Curb Type</b>	<b>Existing ROW Width</b>
<b>7<sup>th</sup> Ave N</b>	35 – 36 feet	Concrete B618 Curb & Gutter – 300' south of 3 <sup>rd</sup> St N and to the south; Curb w/ no gutter – Minnetonka Mills Rd to 300' south of 3 <sup>rd</sup> St N	66 feet
<b>8<sup>th</sup> Ave N</b>	31 feet	Concrete B618 Curb & Gutter	66 feet
<b>3<sup>rd</sup> St N</b>	29.5 feet	Concrete B618 Curb & Gutter – between 7 <sup>th</sup> Ave N and 5 <sup>th</sup> Ave N and west of the alley between 7 <sup>th</sup> Ave N and 8 <sup>th</sup> Ave N; Curb w/ no gutter – between 7 <sup>th</sup> Ave N and 8 <sup>th</sup> Ave N, east of the alley	60 feet
<b>6<sup>th</sup> Ave N</b>	35'	Concrete B618 Curb & Gutter	66 feet
<b>1<sup>st</sup> St N</b>	28' – 32'	Concrete B618 Curb & Gutter	60 feet
<b>2<sup>nd</sup> St N</b>	35'	Concrete B618 Curb & Gutter	66 feet

Subgrade soil sampling was completed throughout the reconstruction area (7<sup>th</sup> Ave N, 8<sup>th</sup> Ave N, and 3<sup>rd</sup> St N) by Braun Intertec in the Summer of 2023. A copy of Braun Intertec’s Geotechnical Evaluation Report is included in Appendix E of this report. Eleven soil borings were taken throughout the reconstruction area, as well as six pavement cores throughout the pavement maintenance area (6<sup>th</sup> Ave N, 1<sup>st</sup> St N, and 2<sup>nd</sup> St N), and summarized in Table 2 below.

<b>Table 2: Summary of Geotechnical Evaluation</b>		
<b>Street</b>	<b>Bituminous Thickness</b>	<b>Subgrade Material</b>
<b>7<sup>th</sup> Ave N</b>	4” – 5”	Mixture of poorly graded sand, silty sand, clayey sand, and sandy lean clay
<b>8<sup>th</sup> Ave N</b>	2.5” – 3.5”	Mixture of poorly graded sand and lean clay
<b>3<sup>rd</sup> St N</b>	2.75” – 4.5”	Mixture of silty sand and poorly graded sand
<b>6<sup>th</sup> Ave N</b>	5”	19” of limestone aggregate base
<b>1<sup>st</sup> St N</b>	5.5” – 9.5”	4.5” of recycled aggregate base and sand with gravel
<b>2<sup>nd</sup> St N</b>	4.5”	8.5” – 12” of limestone and recycled aggregate base

The soils found just beneath pavements in the project area were most commonly fill soils classified as poorly graded sand, silty sand, clayey sand, or lean clay. A few of the borings in the project area found slightly organic clay (buried topsoil). Buried topsoil is an undesirable material for roadway construction as it's unable to adequately support heavy vehicles, leading to earlier failure of overlying pavements.

## B. Storm Sewer

The existing storm sewer system materials in the reconstruction area were inventoried in Summer 2023. The existing storm sewer systems serving the neighborhood are comprised of reinforced concrete pipe (RCP), varying in size from 12-inch diameter to 54-inch diameter. The storm sewer catch basins and manholes are mostly precast concrete structures.

There are multiple storm sewer systems serving the project area. 7<sup>th</sup> and 8<sup>th</sup> Ave N, from Minnetonka Mills Rd to 3<sup>rd</sup> St N drain west down 3<sup>rd</sup> St N and south to Excelsior Blvd through existing storm sewer. The remainder of the project area drains south through an existing trunk storm sewer main on 6<sup>th</sup> Ave N, ultimately discharging to Nine Mile Creek near Valley Park.

Drainage issues have been identified throughout the reconstruction project area through evaluation of site grades and elevations by the project team, through feedback from the neighborhood residents, and discussions with City Staff. These drainage issues can be generalized as:

1. Due to the flat grades of some of the streets and alleys, especially 8<sup>th</sup> Ave N from 2<sup>nd</sup> St N to 3<sup>rd</sup> St N and 3<sup>rd</sup> St N between 6<sup>th</sup> Ave N and 5<sup>th</sup> Ave N, localized drainage problems are prevalent.
2. On 7<sup>th</sup> Ave N, between 1<sup>st</sup> St N and 2<sup>nd</sup> St N, there are flat grades surrounding the existing low point, causing flooding and drainage issues for the properties in this area before the water can clear the existing emergency overflow (EOF) elevation on 7<sup>th</sup> Ave N.
3. There is a lack of catch basin inlets at a few of the intersections in the project area, and these limited catch basins can be overloaded during heavier rain events which causes ponding in the street.
4. There is a lack of gutters along several of the streets to adequately direct water through areas of flat topography to drainage inlets.
5. Many of the sidewalks throughout the neighborhood have isolated low spots and do not drain well after rain events or during snow melt.

Proposed storm sewer improvements are discussed later in this report.

## C. Sanitary Sewer

The existing condition of the sanitary sewer system was evaluated through discussions with City staff and CCTV inspection of the interior of the sewer piping by a City contractor. Manhole structures were visually inspected in the field by Bolton & Menk. CCTV videos produced by others were reviewed by Bolton & Menk to confirm existing sanitary mainline pipe conditions and identify the location of existing sewer service line locations.

The existing sanitary sewer system primarily consists of 8-inch diameter clay pipe, except for one half block of 7<sup>th</sup> Ave N between 1<sup>st</sup> St N and 2<sup>nd</sup> St N that was replaced with 8-inch diameter plastic pipe. Clay pipe is susceptible to infiltration and root intrusion over time due to the large number of joints and the deterioration of the gasket material originally used to

seal the joints.

The project's sanitary manholes are made of a mixture of brick, concrete block, and precast concrete structures. Brick and block structures were typically built around the 1950's/1960's or earlier, whereas precast structures indicate these structures were replaced at some point after initial construction of the other infrastructure, likely in response to some deficiency with the original structure. Brick and block manholes are susceptible to infiltration over time due to cracks and deterioration of the mortared joints. Precast concrete manholes continue to be used in modern construction and are generally acceptable provided proper gaskets were provided with the initial construction and remain in good working order.

Service lines in the neighborhood are typically 4-inch or 6-inch and their material may be clay, cast iron, orangeburg, transite, or PVC. Clay and orangeburg sanitary sewer pipes are highly susceptible to infiltration by groundwater, causing groundwater to be treated by the Met Council at its treatment facilities downstream at a cost to the public. The vast majority of sanitary sewer mains and service lines in the neighborhood are made of clay material. Based on observations of sewer service replacements to individual properties performed recently in nearby neighborhoods, potential exists for encountering orangeburg sewer service pipes during construction of the project. Orangeburg pipe, which can generally be described as layered tar paper wrapped in a round manner to create a pipe, was commonly installed around the time several neighborhoods in Hopkins originally developed. Orangeburg pipe is widely known to 'rot' where exposed to water, generally on the bottom of the pipe, and ultimately collapse as it ages and is unable to support the surrounding soil.

Proposed sanitary sewer improvements are discussed later in this report.

#### D. Watermain

The existing layout and condition of the water main was determined from record drawings and discussions with City staff. The water main is primarily 6-inch cast iron pipe (CIP). CIP is a common watermain material, however upon reaching its useful life tends to fail. Because it is so brittle, as the soils around the pipe move slowly over decades, CIP cannot support shearing forces and ultimately breaks. These portions of the watermain system were installed in the 1950s and 1960s. CIP installed around this time period was also occasionally installed with lead-packed fittings.

Service lines for single family homes in the project area are typically ¾-inch or 1-inch and their material may be copper, galvanized steel, or lead.

Proposed watermain improvements are discussed later in this report.

## V. Proposed Improvements

#### A. Streets

All street pavements within the reconstruction project area have reached a point where maintenance procedures such as seal coating or milling and overlaying are no longer cost-effective strategies. 7<sup>th</sup> Ave N, 8<sup>th</sup> Ave N, and 3<sup>rd</sup> St N are scheduled for full reconstruction.

Proposed reconstruction improvements include replacement of concrete curb and gutter and replacement of the full depth of the pavement section with underlying aggregate base. It is also proposed to install a sand section under the aggregate base for additional roadway stability in areas where there are organics (buried topsoil) and other unsuitable soils are present. Concrete curb will be replaced per City Policy 8.02 with B618 concrete curb and gutter, which will help extend the life of the pavement by keeping water out of the subgrade

and will provide a solid edge for the asphalt pavement. Existing drainage patterns will be maintained and the elevation of the existing roadways at their edge is proposed to approximate the existing elevations. Attempts at lowering the road will be made (during final design) where appropriate to improve drainage within and toward the street where beneficial and practical.

Proposed street widths from face of curb to face of curb will vary from street to street throughout the reconstruction area. Proposed street widths have been determined based on a variety of factors, including the need for a consistent street width along each roadway's length, the existing roadway width, typical roadway widths throughout the City, the existing right of way width, minimizing creation of additional impervious area, and avoidance of significant impacts due to even minor changes in street width. Attempts to avoid impacts to significant trees was also a consideration during the preliminary design process used to determine proposed street widths.

The following specific improvements are proposed for each unique roadway corridor:

- 7<sup>th</sup> Ave N is proposed to be reconstructed, including the replacement of concrete curb and gutter, at 35 feet wide from curb face to face south of 1<sup>st</sup> St N and 32 feet wide from curb face to face north of 1<sup>st</sup> St N. This will narrow the road north of 1<sup>st</sup> St N by approximately 3 feet. Parking regulations will remain consistent with existing conditions throughout this area.
- 8<sup>th</sup> Ave N is proposed to be reconstructed, including the replacement of concrete curb and gutter, at 28 feet wide from curb face to face. This will narrow the road by approximately 3 feet. Parking regulations will remain consistent with existing conditions throughout this area.
- 3<sup>rd</sup> St N is proposed to be reconstructed, including the replacement of concrete curb and gutter, at 28 feet wide from curb face to face. This will narrow the road by approximately 1.5 feet. Parking regulations will remain consistent with existing conditions throughout this area.

The minimum proposed street grade is 0.50% consistent with City standards. Street grades flatter than 0.50% are undesirable for drainage. In some areas, new low-points with adequate storm sewer will need to be created to increase roadway longitudinal slope for proper drainage. These locations will be confirmed during the final design process, but a few locations have been identified during preliminary design including 7<sup>th</sup> Ave N between 1<sup>st</sup> St N and 2<sup>nd</sup> St N, 8<sup>th</sup> Ave N between 2<sup>nd</sup> St N and 3<sup>rd</sup> St N, and 3<sup>rd</sup> St N between 5<sup>th</sup> Ave N and 6<sup>th</sup> Ave N. Overall drainage patterns/directions throughout the project area are not proposed to change.

The preliminary proposed typical pavement section for all reconstructed streets consists of 2" wearing course, 2" non-wear course, 8" aggregate base class 5, 12" select granular, and spot subgrade soil corrections.

Pavement maintenance is proposed for the following streets in the project area:

- Reclamation and resurfacing of 6<sup>th</sup> Ave N, between Mainstreet and 1<sup>st</sup> St N
  - 2" wearing course, 3" non-wearing course, 7"+ reclaimed material
- Mill and overlay of 1<sup>st</sup> St N, between 5<sup>th</sup> Ave N and 8<sup>th</sup> Ave N
  - 2" mill and 2" wearing course

- Mill and overlay of 2<sup>nd</sup> St N, between 5<sup>th</sup> Ave N and 8<sup>th</sup> Ave N.
  - 2" mill and 2" wearing course

Full reconstruction is not required on these streets because of one or more of the following reasons:

- The PCI rating is high enough to be able to use maintenance procedures such as milling to extend the life of the pavement. (1<sup>st</sup> St N and 2<sup>nd</sup> St N)
- The existing concrete B618 curb and gutter is in relatively good condition. (6<sup>th</sup> Ave N, 1<sup>st</sup> St N, and 2<sup>nd</sup> St N)
- The original underground utilities have been replaced and are in good condition. (6<sup>th</sup> Ave N and one block of 1<sup>st</sup> St N)
- There are no underground utilities. (Most of 1<sup>st</sup> St N and 2<sup>nd</sup> St N)

#### B. Storm Sewer

All the storm sewer in the project area will be reconstructed for constructability of other utilities, changing curb alignment, or increase the storm water pipe capacities to meet City standards for a 10-year rainfall event. Storm sewer will generally be replaced in the same location as the existing system, other than some additional catch basin inlets and storm sewer pipe as needed for drainage. The following is a summary of the most significant improvements proposed to the storm sewer system.

- Storm sewer will be extended down 8<sup>th</sup> Ave N between 2<sup>nd</sup> St N and 3<sup>rd</sup> St N to mid-block, with additional catch basin inlets to create a new low point on this block with flat grades. This will improve drainage on this block by providing a location for the water to flow in the curb line. While other blocks in the project area are not as flat as this block, they will also be evaluated further during final design to determine if additional storm sewer pipe and catch basins will be necessary for proper drainage.
- Storm sewer will be extended down 3<sup>rd</sup> St N to the alley between 6<sup>th</sup> Ave N and 5<sup>th</sup> Ave N and an inlet will be constructed to improve drainage at the alley entrance.
- During final design the roadway profile on 7<sup>th</sup> Ave N and 1<sup>st</sup> St N will be further evaluated to determine if the existing emergency overflow (EOF) elevation can be lowered, allowing water to flow down 7<sup>th</sup> Ave N toward 1<sup>st</sup> Ave N prior to the potential flooding of the properties near the 7<sup>th</sup> Ave N low point during a major storm event.

#### C. Stormwater Management

The proposed improvements will result in more than 1 acre of land disturbance; therefore, stormwater management will be required by the Municipal Separate Storm Sewer System (MS4) General Permit. At this time, it is not expected that any stormwater management will be required by Nine Mile Creek Watershed District (NMCWD) with their current rules. If future rule changes are implemented during final design, the NMCWD stormwater management rules will be followed.

The water quality volume was calculated as one-half (0.5) inch times the sum of the new and fully reconstructed impervious surface, equaling approximately 8,430 cubic feet of required water quality volume. During final design the actual treatment volume will be verified, and feasible treatment options will be investigated to maximize the treatment of the water quality volume prior to discharge from the MS4.

D. Sanitary Sewer

As summarized in the existing conditions section of this report discussing sanitary sewer, most of the existing system in the reconstruction area is relatively old, made of an outdated (clay) material, and in poor condition. Given these conditions, the opportunity to excavate to this utility given removal of overlying roadway pavement for street reconstruction, and the City of Hopkins policy to replace clay sewers during street projects, the existing 8" Clay gravity sanitary sewer system throughout the reconstruction area is proposed to be replaced with PVC pipe. One section of sanitary sewer on 7<sup>th</sup> Ave N between 1<sup>st</sup> St N and 2<sup>nd</sup> St N was replaced with PVC pipe in 1989 but will still require a spot repair due to a disjointed pipe. There is no sanitary sewer on 3<sup>rd</sup> St N and none is proposed to be installed on this street.

Where gravity mains are to be replaced, new service wyes will be provided to each home. Per City policy, sanitary services which are not PVC are proposed to be replaced with PVC pipe to the right-of-way (ROW) line. New precast concrete manholes will be installed and will incorporate the City standard 27-inch diameter cover utilizing concealed pick-holes to minimize inflow and infiltration. The proposed sanitary sewer mainline improvements are summarized in Table 3 below.

The exact age of all existing pipes listed in Table 3 could not be verified. In such cases, its age was reasonably estimated based on the known age of other utilities in the area.

Table 3: Proposed Sanitary Sewer Improvements					
Roadway	From/To	Existing Pipe			Proposed Improvements
		Dia.	Matl.	Age	
7 <sup>th</sup> Ave N	HCRRA Alley/1 <sup>st</sup> St N	8"	VCP	1950	8" PVC
7 <sup>th</sup> Ave N	1 <sup>st</sup> St N/300' north of 1 <sup>st</sup> St N	8"	PVC	1989	Spot Repair
7 <sup>th</sup> Ave N	300' north of 1 <sup>st</sup> St N/Minnetonka Mills Rd	8"	VCP	1950	8" PVC
8 <sup>th</sup> Ave N	2 <sup>nd</sup> St N/Minnetonka Mills Rd	8"	VCP	1950	8" PVC
3 <sup>rd</sup> St N	5 <sup>th</sup> Ave N/8 <sup>th</sup> Ave N	n/a	n/a	n/a	none

E. Watermain

All existing watermain within the reconstruction project area is proposed to be replaced with new ductile iron pipe (DIP) as a part of this project. An 8-inch pipe is proposed on all the roadways to most cost effectively achieve adequate fire flows and water distribution. Fire Hydrants will also be replaced along the new watermain and gate valves will be added at each intersection for more efficient operations and maintenance.

Per City policy all water service lines to single family homes are proposed to be replaced to the right-of-way with a new 1" diameter copper service line. A new curb stop valve and box will be provided on each service, approximately on the right-of-way line. Multi-family residential properties and commercial properties will receive a new 6" service line or a service line matching their existing service diameter, whichever is greater. The proposed watermain mainline improvements are summarized in Table 4 below.

The exact age of all existing pipes listed in Table 4 could not be verified. In such cases, its age was reasonably estimated based on the known age of other utilities in the area.

Table 4: Proposed Watermain Improvements					
Roadway	From/To	Existing Pipe			Proposed Improvements
		Dia.	Matl.	Age	
7 <sup>th</sup> Ave N	HCRRA Alley/Minnetonka Mills Rd	6"	CIP	1950	8" DIP
8 <sup>th</sup> Ave N	2 <sup>nd</sup> St N/Minnetonka Mills Rd	6"	CIP	1950	8" DIP
3 <sup>rd</sup> St N	5 <sup>th</sup> Ave N/8 <sup>th</sup> Ave N	n/a	n/a	n/a	none

**F. Pedestrian Facilities**

Replacement of the existing concrete sidewalk is proposed on all streets within the reconstruction area. This will be necessary due to the street and utility construction and because the existing sidewalk is in poor condition. The existing sidewalks also do not drain properly. The sidewalks are proposed to be constructed at 6 feet width. The proposed turf boulevard width will vary but will be somewhat consistent and slightly wider than existing since the roadway is being narrowed. The preliminary proposed typical sidewalk section consists of 4" concrete, 4" aggregate base class 5, and spot subgrade soil corrections.

Installation of new concrete sidewalk is being considered along the north side of 3<sup>rd</sup> St N from 5<sup>th</sup> Ave N to 8<sup>th</sup> Ave N. This sidewalk will connect sidewalks that run north-south on the Avenues throughout the neighborhood. Currently, there is only one-half block of sidewalk on the north side of 3<sup>rd</sup> St N between 7<sup>th</sup> Ave N and 8<sup>th</sup> Ave N, which doesn't provide an adequate pedestrian facility to the general public. The project team has reached out to the properties along 3<sup>rd</sup> St N to collect their feedback and desire to install a new sidewalk on this street. If not desired by these property owners, the project will not install the sidewalk and adequate east-west pedestrian facilities are located nearby on Minnetonka Mills Rd, 2<sup>nd</sup> St N, and 1<sup>st</sup> St N.

Spot sidewalk replacements are proposed in the street maintenance area as determined by the engineer in the field for areas with poor drainage, cracked sidewalk, or settled sidewalk which could become a tripping hazard.

**G. Driveways**

All single-family residential driveways within the reconstruction project area receiving new concrete curb and gutter, will receive a new 5-foot-wide concrete apron adjacent to the concrete curb. The new concrete aprons will be constructed accordance with City standards in terms of depth and shape. In addition to the 5-foot driveway apron, additional driveway pavement disturbed as a part of the project will be replaced in-kind to match the existing driveway with the street improvements.

Non-residential and multi-family residential properties will receive the City's standard concrete commercial driveway entrance apron. Alley entrances will also be replaced with the City's standard concrete alley entrance.

**H. Lawn Irrigation Systems**

There may be existing sprinkler systems encountered in construction of the project. Adjacent property owners will need to assist in locating and identifying the type of sprinkler systems that are in place prior to and during construction if these facilities are to be protected. The contractor will be required to make efforts to preserve the in-place systems during construction. Where this is found to be unfeasible, the contractor will be required to remove and replace or salvage and reinstall the existing sprinkler system.

I. Street Signing and Striping

The existing street name signs will be replaced by the contractor to update the signs to the new City standards. Regulatory signs such as stop and parking enforcement signs will be replaced to conform to retroreflectivity requirements. Existing crosswalk blocks will be repainted in the same locations in both the reconstruction and street maintenance areas. The brick pattern stamped bituminous crosswalk on the south leg of 8<sup>th</sup> Ave N and Minnetonka Mills Rd will be replaced with the same or similar material for additional awareness by Alice Smith Elementary due to student crossings.

Traffic and pedestrian counts were taken at the intersection of 7<sup>th</sup> Ave N and 1<sup>st</sup> St N in response to resident input that the intersection is busy and the desire for an all-way stop intersection and/or additional pedestrian crossing features. Both vehicle and pedestrian counts were low and did not meet any of the warrants for an all-way stop or enhanced pedestrian crossing features, such as an RRFB (Rectangular Rapid Flashing Beacon). This intersection and all other similar intersections in the neighborhood will keep its current traffic control layout with stop signs on just one of the street crossings. This intersection will also keep the same crosswalk blocks after paving for pedestrian crossings.

J. Turf and Landscaping Restoration

Boulevards will be graded as necessary to facilitate drainage from the existing yards to the streets. Turf areas disturbed by construction, either due to boulevard grading or utility service construction, will be graded to match the new street grades and restored with sod in residential yards. In parks or other areas maintained by the City, and sometimes larger commercial properties, areas will be restored with seed and mulch (hydroseed).

Landscaping within the project area will be protected where feasible. Landscaping that is within the right-of-way and/or cannot be protected will either be salvaged and reinstalled by the contractor or will be the owner's responsibility. Items including, but not limited to walls, fences, and pavers, will be salvaged and reinstalled by the contractor. The engineer will coordinate with individual homeowners on landscape impacts to items including, but not limited to plantings, decorative rock, and decorative pavers for removal and relocation by the homeowner.

K. Boulevard Trees

As with all projects being considered by the City of Hopkins, it is a goal of this project to protect healthy boulevard trees and/or make improvements to the urban tree canopy where feasible. Residents echoed the desire to protect healthy trees and remove dead/dying trees in questionnaire responses and discussion at the neighborhood meetings. Design and construction of improvements, including appropriate selection of street widths and utility main placement, are proposed to be completed in a manner to achieve the City's goals to save healthy trees. An evaluation of boulevard tree species and condition was completed in consideration of the adjacent street and utility improvements to facilitate design and construction and meet these criteria.

Due to their susceptibility to the emerald ash borer, green ash trees are generally considered undesirable trees. Similarly, silver maple trees are more susceptible to storm damage than other species, create more litter because of their soft wood and weak, brittle branches, and thus are not desirable trees to Public Works staff and local residents. Silver maples are also known to have an intrusive root system that can damage sidewalks and curbs and penetrate sewer joints. Finally, American Elm are still susceptible to Dutch Elm disease. These three undesirable species, as well as other trees that are either dead or in poor health, should either be removed or otherwise not protected through the

design/construction process.

An inventory of the trees located in the right of way was performed in August 2023 by City public works staff and Bolton & Menk staff. Consistent with all City of Hopkins annual street and utility improvement projects, trees that are dead or in very poor condition, and “undesirable” species in fair or poor condition, are proposed to be removed and replaced. Approximately 32 boulevard trees within the project area are considered undesirable due to condition/species. Proposed tree removals are shown in the figures within Appendix B. Those tree removals identified due to conflicts with utilities or street grading will be further evaluated during final design to see if reasonable measures can be taken to preserve them. Options to preserve highly desirable trees in harm’s way include small retaining walls or moving service lines around trees but is not always feasible.

This project provides an opportunity to increase the health of the neighborhood forest by replacing some of the undesirable species with trees better suited for boulevard areas. One tree is proposed to be installed per each tree removed. New 2-inch balled and burlapped trees are typically planted in replacement of those removed. The City will communicate with the property owners to replace trees as part of the project in the event tree removal is necessary. The species of trees to be planted will match the list of species on the City’s website in cooperation with the City’s Public Works department and as follows: Crab Apple; Elm; Hackberry; Honey Locust; Ironwood; Japanese Lilac; Kentucky Coffee; Linden; Maacki; Maple; Swamp White Oak.

Properties located adjacent to boulevard tree removals will be contacted and allowed to provide input on their desire for a particular tree species to be planted based on the list provided.

## VI. Neighborhood Meetings

A neighborhood meeting occurred on September 13, 2023 with residents and property owners that are affected by the improvements in the reconstruction area. The City Engineer and Bolton & Menk Project Manager presented the scope of the project with a discussion of existing and proposed street and utility conditions, preliminary assessment policies, other City policies, and project schedule. Additional information on the neighborhood meeting is documented in Appendix D of this report. There were approximately 10 property owners/residents who participated in the event in-person but the presentation was also broadcasted and recorded over Zoom with 6 more residents in attendance online. The presentation is also available on the project website ([www.Hopkins-2024.com](http://www.Hopkins-2024.com)) for residents to view at their convenience. Some of the most common questions or comments received from residents at the neighborhood meeting are as follows:

1. Some residents were interested in additional sidewalks on 3<sup>rd</sup> St N where there currently is none.
  - a. The project team has reviewed this area for adding a sidewalk and has reached out to the property owners along 3<sup>rd</sup> St N between 5<sup>th</sup> Ave N and 8<sup>th</sup> Ave N to see if they are interested additional sidewalk as part of this project.
2. Residents had general questions about assessments, including the process, costs, and payment options.
  - a. The project team went over the assessment policy with the residents and provided rough estimates on what to expect for costs.
  - b. Individual assessment amounts were not provided at the meeting, but they

will be available at the next neighborhood meeting. The project team also described the payment options for the assessments.

3. Residents also had some general questions about the construction process, service replacements, schedule, and access during construction.
  - a. The project team went over some of the typical items that residents will experience during construction and the expectations for vehicle access during and after working hours.
  - b. Individual water and sewer service replacements were discussed, including the potential for private work by the homeowner if they choose to replace their entire service line or if it is required due to material that is not allowed by plumbing code (lead water or orangeburg sewer).
  - c. The construction schedule was briefly discussed in terms of duration on each block, but it was explained that the actual schedule and phasing of the project won't be determined until a Contractor is secured to complete the work in Spring 2024.

A second neighborhood meeting has been scheduled for October 25, 2023 to review preliminary special assessments and proposed improvements.

Residents within the reconstruction project area were also mailed questionnaires in May 2023 shown in Appendix D. The questionnaire focused on drainage issues, utilities, pedestrian facilities, landscaping, and other concerns the residents may have. 42 questionnaires, which is roughly 25% of the affected properties, were returned with comments. The most common questionnaire responses related to:

1. Specific drainage problems in the roadway and on the sidewalk
2. Desire for sidewalk improvements and additional sidewalks
3. Speeding and intersection safety
4. Overgrown and unhealthy trees throughout the neighborhood
5. Concerns about existing landscaping and trees in the boulevard

A summary of the responses to the resident questionnaire are provided in the Table below.

<b>Table 5: Resident Questionnaire Response Summary</b>			
	<b>Yes</b>	<b>No</b>	<b>Total # of Responses</b>
<b>Drainage Issue</b>	13	29	42
<b>Sanitary Issue</b>	19	23	42
<b>Water Issue</b>	8	34	42
<b>Pedestrian Facility Issue</b>	20	22	42
<b>Irrigation</b>	4	38	42
<b>Invisible Fence</b>	1	41	42
<b>Tree Concerns</b>	19	23	42
<b>Landscaping Concerns</b>	4	38	42

## VII. Estimated Costs

Estimated construction costs presented in this report include a 15 percent contingency factor. Overhead costs, estimated at 20 percent, include legal, engineering, administrative and fiscal costs. Final costs and assessments will be determined by using low-bid construction costs of the proposed work.

Proposed construction costs for the 2024 Central Avenues Improvements (including curb and gutter, bituminous street, pedestrian facilities, storm sewer, sanitary sewer, water main, and turf restoration) are itemized in Appendix A and are summarized in Table 6 below.

These cost estimates are based upon public construction cost information. Because the consultant has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the client and no warranty or guarantee as to the accuracy of construction cost estimates is made. It is recommended that costs for project financing should be based upon actual, competitive bid prices with reasonable contingencies.

<b>Table 6: Preliminary Estimated Cost of 2024 Proposed Improvements</b>	
Proposed Street Improvements	\$2,866,000
Proposed Sanitary Sewer Improvements	\$849,000
Proposed Watermain Improvements	\$1,113,000
Proposed Storm Sewer Improvements	\$867,000
<b>Street &amp; Utility Subtotal</b>	<b>\$5,695,000</b>
Contingencies (15%)	\$855,000
Engineering & Administration (20%)	\$1,310,000
<b>Total Estimated Project Costs</b>	<b>\$7,860,000</b>

## VIII. Special Assessments

Street improvements throughout the reconstruction project area (7<sup>th</sup> Ave N, 8<sup>th</sup> Ave N, and 3<sup>rd</sup> St N) will be assessed to adjacent and benefitting properties according to the City of Hopkins' assessment policy. Street improvement work includes pavement removals, grading, subgrade correction, aggregate base, driveways, pavement construction, and restoration.

According to the City's assessment policy, residential street improvement costs are assessed to the benefitting properties. In summary, assessments to benefitting properties are determined based on the following criteria:

- Properties are assessed based on 70% of the actual street improvement costs. This is referred to as a **"Street Assessment"**.
- North/South Avenue improvements are typically assessed to properties with direct frontage based on a front foot basis (length) along the Avenue.

- East/West Street improvements are typically assessed to properties located within one block north/south of the Street on a unit basis (per each property).
- **“Street Assessments”** to any individual property are capped at front foot rate increase annually by 3% over the prior year’s amount. An assessment cap for residential properties of \$106.14 per front foot has been established by adding 3% to the 2023 assessment cap according to City policy.
- The assessment cap is applied to residential properties in the project area and is not applicable to commercial properties which will receive a benefit appraisal in preparation of the assessment roll. For properties receiving a benefit appraisal (11 7<sup>th</sup> Ave N), the lesser of the ‘per policy’ calculation and the benefit amount per the appraisal will be used. The benefit appraisal for 11 7<sup>th</sup> Ave N should be available prior to the Public Improvement Hearing.
- Several properties in the project area were previously assessed during the 2012 Street & Utility Improvements project for the reconstruction of Minnetonka Mills Rd and 3<sup>rd</sup> St N from 8<sup>th</sup> Ave N to 9<sup>th</sup> Ave N. These previous assessment amounts were considered when calculating preliminary assessments for this project, and properties that were assessed in 2012 will either be assessed at a lower amount or will not be assessed for the 2024 project depending on what they were assessed for in 2012 for the improvements to Minnetonka Mills Rd and 3<sup>rd</sup> St N. This same policy was applied to several of the properties in the 2023 Street & Utility project because they were adjacent to or part of the 2011 Street & Utility project and assessed in 2011 for improvements to those streets.
- Utility (sanitary sewer, storm sewer, water) main improvements are 100% paid by the respective utility funds. No assessment for utility mains is proposed and their costs do not contribute to either the **“Street Assessments”** or **“Utility Assessments”**.
- Utility service lines are owned by the individual property per City Code. As a result, the City assesses for the cost of the individual service line replacements. This is referred to as a **“Utility Assessment”**. The City participates in a share of these costs for residential properties because the replacement is mandatory where mains are reconstructed, and therefore properties are assessed for only 50% of the cost of the service replacement based on actual bid prices received. Commercial properties are assessed for 100% of the cost of the service replacement.
- The estimated cost of the water service replacement from the main to property line is \$3,350. With the proposed 50/50 **“Utility Assessment”** split, \$1,675 will be assessed to each property where water services are replaced. The estimated cost of the sewer service replacement from the main to the property line is \$3,200. With the proposed 50/50 **“Utility Assessment”** split, \$1,600 will be assessed to each property where sewer services are replaced. Thus, a property proposed to receive both a new water service and sewer service would have a proposed **“Utility Assessment”** of \$3,275, which is an estimated amount until bids prices are known.

In the case that sanitary sewer services are made of Orangeburg, or are in disrepair, replacement or lining of the entire line will also be required from the property line to the house. On past projects, the property owner has been given one year to address the necessary repairs and the City will provide contact information for contractors that have performed this work within the City.

A preliminary assessment roll is included in Appendix C of this report. Total estimated assessments are \$953,722.18.

## **IX. Right-of-Way/Easements/Permits**

The majority of the proposed improvements will be limited to the existing street ROW along all corridors. Temporary construction easements may be needed for work outside the street ROW such as driveway apron replacement, grading and turf restoration.

Permits will be required from the Minnesota Pollution Control Agency for grading (National Pollutant Discharge Elimination System permit), Minnesota Department of Health for Water Main Replacement, and the Nine Mile Creek Watershed District for Erosion Control.

## **X. Project Schedule**

If this Preliminary Engineering Report is accepted by the City Council, the following schedule is proposed:

Order Public Improvement Hearing.....	October 3, 2023
Neighborhood Meeting 2.....	October 25, 2023
Conduct Improvement Hearing, Order Final Plans & Specifications .....	November 6, 2023
Final Design .....	November 7, 2023 – January 16, 2024
Present Final Plans / Authorize Ad for Bids.....	January 16, 2024
Open Bids .....	February 9, 2024
Order Public Assessment Hearing.....	February 20, 2024
Neighborhood Meeting 3.....	March 11-14, 2024
Conduct Assessment Hearing / Adopt Assessment Roll / Award Project .....	March 19, 2024
Construction .....	May – October 2024

## **XI. Feasibility and Recommendation**

From an engineering standpoint, this project is feasible, cost effective, and necessary and can best be accomplished by letting competitive bids for the work. It is recommended that the work be done under one contract, for all project areas, to complete the work in an orderly and efficient manner. The City, its financial consultant, and the persons assessed will have to determine the economic feasibility of the proposed improvements.

**Services Provided:**

Civil and Municipal Engineering

Water and Wastewater Engineering

Traffic and Transportation Engineering

Aviation Planning and Engineering

Water Resources Engineering

Coatings Inspection Services

Landscape Architecture Services

Surveying and Mapping

Geographic Information System Services

Funding Assistance

**[www.bolton-menk.com](http://www.bolton-menk.com)**

# Appendix A: Preliminary Cost Estimates

PRELIMINARY ENGINEER'S ESTIMATE

2024 STREET & UTILITY IMPROVEMENTS  
 CITY OF HOPKINS, MN  
 BMI PROJECT NO. 0T1.130543



ITEM NO.	ITEM	UNIT	UNIT PRICE	ESTIMATED COSTS												TOTAL QUANTITY	TOTAL COST
				8TH AVE N	7TH AVE N	6TH AVE N	1ST ST N	2ND ST N	3RD ST N	EXISTING WALK	3RD ST WALK	STREET TOTAL	SANITARY	STORM	WATER		
1	MOBILIZATION	LUMP SUM	\$250,000.00	\$25,000.00	\$25,000.00	\$12,500.00	\$12,500.00	\$12,500.00	\$25,000.00	\$12,500.00		\$125,000.00	\$50,000.00	\$25,000.00	\$50,000.00	1.00	\$250,000.00
2	CLEARING	TREE	\$500.00	\$12,000.00	\$16,000.00	\$2,500.00			\$3,000.00		\$2,000.00	\$35,500.00				71	\$35,500.00
3	GRUBBING	TREE	\$250.00	\$6,000.00	\$8,000.00	\$1,250.00			\$1,500.00		\$1,000.00	\$17,750.00				71	\$17,750.00
4	DECIDUOUS TREE 2" CAL B&B	EACH	\$600.00	\$14,400.00	\$19,200.00	\$3,000.00			\$3,600.00		\$2,400.00	\$42,600.00				71	\$42,600.00
5	REMOVE SIGN POST	EACH	\$50.00	\$350.00	\$700.00				\$300.00			\$1,350.00				27	\$1,350.00
6	REMOVE SIGN PANEL	EACH	\$50.00	\$350.00	\$700.00				\$300.00			\$1,350.00				27	\$1,350.00
7	REMOVE CURB AND GUTTER	LIN FT	\$8.00	\$20,088.00	\$36,592.00	\$2,432.00	\$4,992.00	\$4,256.00	\$19,392.00			\$87,752.00				10969	\$87,752.00
8	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	\$10.00	\$70.00	\$70.00				\$1,410.00			\$1,550.00				155	\$1,550.00
9	REMOVE BITUMINOUS STREET PAVEMENT	SQ YD	\$4.00	\$17,216.00	\$33,928.00				\$12,732.00			\$63,876.00				15969	\$63,876.00
10	REMOVE CONCRETE WALK	SQ FT	\$1.00							\$41,455.00		\$41,455.00				41455	\$41,455.00
11	REMOVE CONCRETE STEP	EACH	\$20.00							\$1,720.00		\$1,720.00				86	\$1,720.00
12	REMOVE CONCRETE ALLEY/DRIVEWAY PAVEMENT	SQ YD	\$12.00	\$2,016.00	\$1,092.00				\$4,080.00			\$7,188.00				599	\$7,188.00
13	REMOVE CONCRETE LIGHT POLE FOUNDATION	EACH	\$1,000.00		\$1,000.00							\$1,000.00				1	\$1,000.00
14	SALVAGE LIGHT POLE	EACH	\$750.00		\$750.00							\$750.00				1	\$750.00
15	SALVAGE & REINSTALL PAVERS	SQ FT	\$15.00		\$1,590.00							\$1,590.00				106	\$1,590.00
16	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$7.00	\$1,820.00	\$2,513.00	\$630.00			\$1,197.00			\$6,160.00				880	\$6,160.00
17	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$6.00	\$816.00	\$852.00	\$756.00	\$510.00	\$1,374.00	\$906.00			\$5,214.00				869	\$5,214.00
18	SALVAGE & REINSTALL FENCE	LIN FT	\$100.00	\$4,000.00	\$5,000.00						\$7,000.00	\$16,000.00				160	\$16,000.00
19	REMOVE RETAINING WALL	LIN FT	\$25.00		\$11,875.00							\$11,875.00				475	\$11,875.00
20	SALVAGE & REINSTALL BLOCK RETAINING WALL	LIN FT	\$150.00	\$16,350.00	\$75,450.00							\$91,800.00				612	\$91,800.00
21	REMOVE HYDRANT	EACH	\$750.00												\$6,000.00	8	\$6,000.00
22	REMOVE WATERMAIN	LIN FT	\$12.00												\$43,056.00	3588	\$43,056.00
23	REMOVE DRAINAGE STRUCTURE (STORM)	EACH	\$600.00											\$27,000.00		45	\$27,000.00
24	REMOVE STORM SEWER PIPE	LIN FT	\$15.00											\$18,105.00		1207	\$18,105.00
25	REMOVE SANITARY SEWER PIPE	LIN FT	\$10.00										\$29,970.00			2997	\$29,970.00
26	REMOVE SANITARY MANHOLE	EACH	\$750.00										\$10,500.00			14	\$10,500.00
27	EXPLORATORY EXCAVATION	hour	\$1,000.00	\$20,000.00	\$20,000.00							\$40,000.00				40	\$40,000.00
28	COMMON EXCAVATION	CU YD	\$30.00	\$94,140.00	\$182,220.00				\$67,740.00			\$344,100.00				11470	\$344,100.00
29	SUBGRADE EXCAVATION	CU YD	\$35.00	\$5,495.00	\$10,640.00	\$2,695.00			\$3,955.00			\$22,785.00				651	\$22,785.00
30	RECLAIM BITUMINOUS SURFACE (IN PLACE)	SQ YD	\$3.00			\$6,936.00						\$6,936.00				2312	\$6,936.00
31	SUBGRADE PREPARATION	SQ YD	\$2.00			\$4,624.00						\$4,624.00				2312	\$4,624.00
32	GEOTEXTILE FABRIC TYPE V	SQ YD	\$2.00	\$7,744.00	\$15,192.00				\$5,904.00			\$28,840.00				14420	\$28,840.00
33	STABILIZING AGGREGATE	CU YD	\$50.00	\$7,850.00	\$15,200.00				\$5,650.00			\$28,700.00				574	\$28,700.00
34	SELECT GRANULAR BORROW	TON	\$20.00	\$47,060.00	\$92,300.00				\$35,880.00			\$175,240.00				8762	\$175,240.00
35	CLASS 5 AGGREGATE BASE	TON	\$24.00	\$37,824.00	\$74,208.00	\$3,360.00			\$28,848.00			\$144,240.00				6010	\$144,240.00
36	CLASS 2 AGGREGATE SURFACING (GRAVEL DRIVEWAY)	TON	\$40.00						\$400.00			\$400.00				10	\$400.00
37	BITUMINOUS WEARING COURSE (SPWEA240C)	TON	\$92.00	\$43,148.00	\$84,640.00	\$25,668.00	\$28,612.00	\$36,708.00	\$32,936.00			\$251,712.00				2736	\$251,712.00
38	BITUMINOUS -NON-WEARING COURSE (SPNWB230C)	TON	\$88.00	\$41,272.00	\$80,960.00	\$36,872.00			\$31,504.00			\$190,608.00				2166	\$190,608.00
39	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$7.50	\$1,597.50	\$3,135.00	\$960.00	\$1,695.00	\$2,175.00	\$1,222.50			\$10,785.00				1438	\$10,785.00
40	2" BITUMINOUS STREET PATCH	SQ YD	\$35.00						\$22,435.00	\$28,840.00		\$51,275.00				1465	\$51,275.00
41	MILL BITUMINOUS SURFACE (2")	SQ YD	\$3.00						\$7,692.00	\$9,882.00		\$17,574.00				5858	\$17,574.00
42	3" BITUMINOUS DRIVEWAY	SQ YD	\$40.00		\$400.00				\$1,720.00			\$2,120.00				53	\$2,120.00
43	JOINT ADHESIVE (MASTIC)	LIN FT	\$1.00	\$2,500.00	\$4,275.00	\$1,194.00	\$1,674.00	\$1,823.00	\$1,855.00			\$13,321.00				13321	\$13,321.00
44	MODULAR BLOCK RETAINING WALL	SQ FT	\$50.00		\$66,700.00							\$66,700.00				1334	\$66,700.00
45	POURED CONCRETE RETAINING WALL	SQ FT	\$50.00		\$20,400.00							\$20,400.00				408	\$20,400.00
46	6" PERF PVC UNDERDRAIN	LIN FT	\$25.00											\$67,500.00		2700	\$67,500.00
47	6" PERF PVC UNDERDRAIN CLEANOUT	EACH	\$400.00											\$11,200.00		28	\$11,200.00
48	15" RC STORM PIPE	LIN FT	\$80.00											\$129,680.00		1621	\$129,680.00
49	18" RC STORM PIPE	LIN FT	\$95.00											\$12,730.00		134	\$12,730.00
50	27" RC STORM PIPE	LIN FT	\$120.00											\$7,560.00		63	\$7,560.00
51	36" RC STORM PIPE	LIN FT	\$150.00											\$21,600.00		144	\$21,600.00
52	STORM MANHOLE (48-4020)	EACH	\$4,500.00											\$18,000.00		4	\$18,000.00
53	STORM MANHOLE (60-4020)	EACH	\$5,500.00											\$22,000.00		4	\$22,000.00
54	STORM MANHOLE CATCH BASIN (48-4022)	EACH	\$4,500.00											\$99,000.00		22	\$99,000.00
55	STORM MANHOLE CATCH BASIN (72-4022)	EACH	\$8,000.00											\$8,000.00		1	\$8,000.00
56	STORM CATCH BASIN	EACH	\$2,500.00											\$62,500.00		25	\$62,500.00
57	INSTALL CASTING (R-3067)(STORM)	EACH	\$1,200.00											\$56,400.00		47	\$56,400.00
58	INSTALL CASTING (R-3067-C)(STORM)	EACH	\$1,200.00											\$8,400.00		7	\$8,400.00
59	INSTALL CASTING (R-1733)(STORM)	EACH	\$1,200.00											\$15,600.00		13	\$15,600.00
60	INSTALL CASTING (R-1733 - SLOTTED GRATE)(STORM)	EACH	\$1,200.00											\$1,200.00		1	\$1,200.00
61	ADJUST FRAME & RING CASTINGS (STORM)	EACH	\$800.00											\$4,800.00		6	\$4,800.00

PRELIMINARY ENGINEER'S ESTIMATE

2024 STREET & UTILITY IMPROVEMENTS  
 CITY OF HOPKINS, MN  
 BMI PROJECT NO. 0T1.130543



ITEM NO.	ITEM	UNIT	UNIT PRICE	ESTIMATED COSTS												TOTAL QUANTITY	TOTAL COST	
				8TH AVE N	7TH AVE N	6TH AVE N	1ST ST N	2ND ST N	3RD ST N	EXISTING WALK	3RD ST WALK	STREET TOTAL	SANITARY	STORM	WATER			
62	CONNECT TO EXISTING STORM PIPE	EACH	\$1,200.00												\$9,600.00		8	\$9,600.00
63	CONNECT TO EXISTING STORM STRUCTURE	EACH	\$1,500.00												\$16,500.00		11	\$16,500.00
64	8" PVC SDR 35 SANITARY SEWER PIPE	LIN FT	\$70.00											\$210,630.00			3009	\$210,630.00
65	COARSE AGGREGATE BEDDING (TYPE B)	LIN FT	\$15.00											\$4,500.00			300	\$4,500.00
66	8" CIPP LINING (CITY WIDE LINING)	LIN FT	\$60.00											\$60,000.00			1000	\$60,000.00
67	SEAL SANITARY MANHOLE	EACH	\$2,500.00											\$15,000.00			6	\$15,000.00
68	6" PVC SDR 26 SANITARY SEWER SERVICE PIPE	LIN FT	\$50.00											\$166,550.00			3331	\$166,550.00
69	8" X 6" SDR 26 PVC SERVICE WYE	EACH	\$1,000.00											\$101,000.00			101	\$101,000.00
70	INSTALL CASTING (R-1733)(SANITARY)	EACH	\$1,500.00											\$27,000.00			18	\$27,000.00
71	SANITARY MANHOLE	LIN FT	\$600.00											\$70,800.00			118	\$70,800.00
72	RECONNECT SANITARY SEWER SERVICE	EACH	\$700.00											\$70,700.00			101	\$70,700.00
73	SANITARY SERVICE REPAIR	EACH	\$1,200.00											\$13,200.00			11	\$13,200.00
74	CONNECT TO EXISTING SANITARY SEWER PIPE	EACH	\$1,500.00											\$7,500.00			5	\$7,500.00
75	CONNECT TO EXISTING SANITARY MANHOLE	EACH	\$2,000.00											\$2,000.00			1	\$2,000.00
76	HYDRANT	EACH	\$7,500.00													\$67,500.00	9	\$67,500.00
77	DUCTILE IRON FITTINGS	POUND	\$15.00													\$26,430.00	1762	\$26,430.00
78	6" GATE VALVE & BOX	EACH	\$2,500.00													\$22,500.00	9	\$22,500.00
79	8" GATE VALVE & BOX	EACH	\$3,500.00													\$70,000.00	20	\$70,000.00
80	6" DIP WATERMAIN	LIN FT	\$75.00													\$7,950.00	106	\$7,950.00
81	8" DIP WATERMAIN	LIN FT	\$85.00													\$296,905.00	3493	\$296,905.00
82	1" TYPE K COPPER SERVICE PIPE	LIN FT	\$50.00													\$184,200.00	3684	\$184,200.00
83	1" CURB STOP & BOX	EACH	\$750.00													\$84,000.00	112	\$84,000.00
84	1" CORPORATION STOP	EACH	\$500.00													\$56,000.00	112	\$56,000.00
85	GROUNDING ANODE	EACH	\$250.00													\$30,000.00	120	\$30,000.00
86	TRACER WIRE ACCESS BOX (NON ROADWAY)	EACH	\$150.00													\$16,800.00	112	\$16,800.00
87	TRACER WIRE TEST STATION (HYDRANT)	EACH	\$300.00													\$2,700.00	9	\$2,700.00
88	RECONNECT WATER SERVICE	EACH	\$600.00													\$67,200.00	112	\$67,200.00
89	CONNECT TO EXISTING WATERMAIN	EACH	\$2,000.00													\$16,000.00	8	\$16,000.00
90	TEMPORARY WATER SERVICE	EACH	\$500.00													\$56,000.00	112	\$56,000.00
91	4" CONCRETE WALK	SQ FT	\$8.00							\$361,344.00	\$7,920.00	\$369,264.00					46158	\$369,264.00
92	CONCRETE STEP	EACH	\$500.00							\$43,000.00		\$43,000.00					86	\$43,000.00
93	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	\$20.00											\$219,380.00			10969	\$219,380.00
94	6" CONCRETE WALKS (PED RAMPS)	SQ YD	\$120.00							\$45,000.00	\$7,200.00	\$52,200.00					435	\$52,200.00
95	6" CONCRETE DRIVEWAY	SQ YD	\$75.00	\$13,275.00	\$9,300.00					\$17,700.00		\$40,275.00					537	\$40,275.00
96	8" CONCRETE DRIVEWAY/ALLEY	SQ YD	\$85.00							\$16,575.00		\$16,575.00					195	\$16,575.00
97	TRUNCATED DOMES	SQ FT	\$70.00							\$29,120.00	\$10,640.00	\$39,760.00					568	\$39,760.00
98	TRAFFIC CONTROL	LUMP SUM	\$50,000.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$5,000.00	\$2,500.00		\$25,000.00	\$10,000.00	\$5,000.00	\$10,000.00		1.00	\$50,000.00
99	SIGN POST	EACH	\$400.00	\$2,800.00	\$5,600.00				\$2,400.00			\$10,800.00					27	\$10,800.00
100	SIGN PANELS	EACH	\$300.00	\$2,100.00	\$4,200.00				\$1,800.00			\$8,100.00					27	\$8,100.00
101	LIGHT POLE FOUNDATION	EACH	\$1,500.00		\$1,500.00							\$1,500.00					1	\$1,500.00
102	INSTALL LIGHT POLE	EACH	\$1,500.00		\$1,500.00							\$1,500.00					1	\$1,500.00
103	LED LUMINAIRE FIXTURE	EACH	\$1,500.00		\$1,500.00							\$1,500.00					1	\$1,500.00
104	STREET SWEEPER WITH OPERATOR	HOUR	\$175.00	\$4,375.00	\$4,375.00	\$875.00	\$875.00	\$875.00	\$875.00			\$12,250.00					70	\$12,250.00
105	STABILIZED CONSTRUCTION EXIT	EACH	\$2,000.00	\$8,000.00	\$14,000.00	\$8,000.00			\$8,000.00			\$38,000.00					19	\$38,000.00
106	STORM DRAIN INLET PROTECTION	EACH	\$250.00	\$7,750.00	\$13,000.00	\$7,750.00	\$750.00	\$500.00	\$500.00			\$30,250.00					121	\$30,250.00
107	TOPSOIL BORROW (SPECIAL)	CU YD	\$40.00	\$6,400.00	\$10,760.00	\$5,400.00	\$1,200.00	\$1,320.00	\$10,280.00			\$35,360.00					884	\$35,360.00
108	HYDROSEEDING	SQ YD	\$3.00			\$954.00	\$807.00	\$888.00				\$2,649.00					883	\$2,649.00
109	SODDING, TYPE LAWN	SQ YD	\$10.00	\$13,940.00	\$24,410.00				\$23,360.00			\$61,710.00					6171	\$61,710.00
110	FABRICATED RAILING	LIN FT	\$100.00	\$3,600.00	\$10,000.00							\$13,600.00					136	\$13,600.00
111	LANDSCAPE ALLOWANCE	LUMP SUM	\$50,000.00	\$20,000.00	\$20,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00			\$50,000.00					1	\$50,000.00
112	CROSSWALK SPECIAL - STAMPED BITUMINOUS	SQ FT	\$50.00	\$14,600.00								\$14,600.00					292	\$14,600.00
113	4" SOLID WHITE STRIPING - THERMOPLASTIC	LIN FT	\$1.00				\$1,665.00					\$1,665.00					1665	\$1,665.00
114	24" SOLID WHITE STOP BAR - THERMOPLASTIC	LIN FT	\$60.00	\$1,080.00								\$1,080.00					18	\$1,080.00
115	CROSSWALK WHITE - THERMOPLASTIC	SQ FT	\$15.00		\$5,670.00	\$5,400.00	\$1,350.00	\$1,350.00				\$13,770.00					918	\$13,770.00
SUBTOTAL				\$ 532,026.50	\$ 1,041,397.00	\$ 138,756.00	\$ 91,757.00	\$ 107,491.00	\$ 380,021.50	\$ 536,639.00	\$ 38,160.00	\$ 2,866,248.00	\$ 849,350.00	\$ 866,755.00	\$ 1,113,241.00		\$5,695,594.00	
CONTINGENCIES (15%)				\$ 79,803.98	\$ 156,209.55	\$ 20,813.40	\$ 13,763.55	\$ 16,123.65	\$ 57,003.23	\$ 80,495.85	\$ 5,724.00	\$ 429,937.20	\$ 127,402.50	\$ 130,013.25	\$ 166,986.15		\$ 854,339.10	
ENGINEERING AND ADMINISTRATION (20%)				\$ 122,366.10	\$ 239,521.31	\$ 31,913.88	\$ 21,104.11	\$ 24,722.93	\$ 87,404.95	\$ 123,426.97	\$ 8,776.80	\$ 659,237.04	\$ 195,350.50	\$ 199,353.65	\$ 256,045.43		\$ 1,309,986.62	
<b>TOTAL ESTIMATED PROJECT COST</b>				<b>\$ 734,196.57</b>	<b>\$ 1,437,127.86</b>	<b>\$ 191,483.28</b>	<b>\$ 126,624.66</b>	<b>\$ 148,337.58</b>	<b>\$ 524,429.67</b>	<b>\$ 740,561.82</b>	<b>\$ 52,660.80</b>	<b>\$ 3,955,422.24</b>	<b>\$ 1,172,103.00</b>	<b>\$ 1,196,121.90</b>	<b>\$ 1,536,272.58</b>		<b>\$ 7,859,919.72</b>	

## Appendix B: Figures

