

**HOPKINS CITY COUNCIL  
AGENDA  
Tuesday, October 17, 2023  
6:30 pm**

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

**I. CALL TO ORDER**

**II. ADOPT AGENDA**

**III. PRESENTATIONS**

**IV. CONSENT AGENDA**

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

**V. PUBLIC HEARINGS**

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

**VI. OLD BUSINESS**

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

**VII. NEW BUSINESS**

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

**VIII. PUBLIC COMMENT**

**IX. ANNOUNCEMENTS**

- Next City Council Regular Meetings: November 14 and 21 at 6:30 p.m.

**X. ADJOURN**

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
OCTOBER 10, 2023**

**CALL TO ORDER**

Pursuant to due call and notice thereof a regular meeting of the Hopkins City Council was held on Tuesday, October 10, 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, Finance Director Bishop, Director of Planning and Development Elverum and Executive Director for Center of the Arts Anderson.

**ADOPT AGENDA**

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

**Motion** to Adopt the Agenda.

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

**Nays: None. Motion carried.**

**CONSENT AGENDA**

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

**Motion** to Approve the Consent Agenda.

1. Minutes of the October 3, 2023, City Council Regular Meeting Proceedings
2. Second Reading: Ordinance 2023-1201 Amending Article 5, Chapter 102 of the City Code Regarding Office Uses in Mixed Use Zones; Krzos
3. Approval of 2023 MOU with LELS #171 regarding wages; Lenz
4. Approval of 2024-2026 Contract with LELS #171; Lenz

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

**Nays: None. Motion carried.**

**NEW BUSINESS**

**VII.1. Special Revenue Fund Budgets and Activity Center Budget Review; Bishop**  
Finance Director Bishop provided information on the proposed budgets for special revenue funds and the Activity Center budget.

Discussion was held about options at the municipal parking lot. Staff were directed to bring back the leased rentals amount. Council Member Hunke and Mayor Hanlon supported moving towards a gated and/or credit card access model while Council Member Beck did not support a new system finding it to be a potential deterrent to visitors.

Discussion was held about the Depot Fund. Mr. Bishop and Assistant City Manager Lenz spoke to the options for funding with the RFS. Council Member Beck wanted the other partners to be included in reducing the debt.

Discussion was held about funding the Communications Fund including how it is funded and what the funds are used towards.

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
OCTOBER 10, 2023**

**VII.2. Enterprise Fund Budgets and Utility Rate Review; Bishop**

Finance Director Bishop provided information on proposed budgets for enterprise funds and utility rates.

Discussion was held on the Utility Funds including the tiered water rates, the Pavilion Funds including changes in revenues, annual service cost for median value homes and refuse funds. Mr. Bishop will send updated slides to the City Council.

**PUBLIC COMMENT**

Renee Kessler, 210 Ashley Road, Hopkins, questioned the Center for the Arts debt and the plan to pay down the deficit. Mr. Bishop responded by explaining the plan laid out to reduce the deficit to the general fund. A brief discussion was held about how debt affects bond issuance. Lynn Anderson, Executive Director of the Hopkins Center for the Arts, stated that alleviating the deficit offers greater grant opportunities.

**ANNOUNCEMENTS**

Mayor Hanlon reviewed the upcoming meeting schedule.

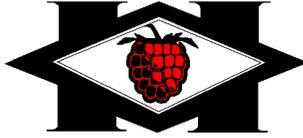
**ADJOURNMENT**

There being no further business to come before the City Council, and upon a motion by Balan, second by Garrido, the meeting was unanimously adjourned at 7:24 p.m.

Respectfully Submitted,



Amy Domeier, City Clerk



Administration

CITY OF HOPKINS

## City Council Report 2023-111

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

From: Amy Domeier, City Clerk

Date: October 17, 2023

Subject: Approval of Car Wash License for GKS Wash LLC dba Scrub Hub Wash

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### RECOMMENDED ACTION

**MOTION TO** approve a Car Wash License for GKS Wash LLC dba Scrub Hub Wash located at 8940 Excelsior Boulevard for the license term ending June 30, 2024.

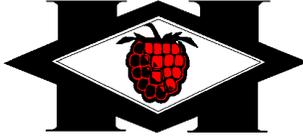
### OVERVIEW

GKS Wash LLC has applied for a car wash license to operate a car wash at 8940 Excelsior Boulevard. The license will be effective upon passage of the motion and expire on June 30, 2024. The applicant will be required to renew their license again for July 1, 2024 to continue operations.

The application is in order and may be approved by the City Council.

### SUPPORTING INFORMATION

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



CITY OF HOPKINS

## City Council Report 2023-113

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

From: Nick Bishop, Finance Director

Date: October 17, 2023

Subject: Approve 2024 Parking Permit Rates

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### RECOMMENDED ACTION

**MOTION TO** approve Resolution 2023-037 Increasing Parking Permit Rates Effective January 1<sup>st</sup>, 2024.

### OVERVIEW

The Parking fund budget has been reviewed for 2024. An increase in parking rates will help support the cost of maintenance and enforcement of the city owned municipal lots and parking ramp. Rate increases of approximately 5% are being proposed for monthly, quarterly and annual permits.

Parking			
	2023	2024	Percent
	<u>Current</u>	<u>Proposed</u>	<u>Increase</u>
Daily	3.00	3.00	0.00%
Monthly	41.00	43.00	4.88%
Quarterly	96.00	101.00	5.21%
Annual	314.00	330.00	5.10%
Overnight	43.00	45.00	4.65%
Electric car - Quarterly	120.00	126.00	5.00%
Electric car - Annual	419.00	440.00	5.01%

### SUPPORTING INFORMATION

- Resolution 2023-037

**CITY OF HOPKINS  
HENNEPIN COUNTY, MINNESOTA**

**RESOLUTION 2023-037**

**INCREASING PARKING PERMIT RATES  
EFFECTIVE JANUARY 1, 2024**

**WHEREAS**, The City of Hopkins has established Ordinance No. 91-1310, City Code section 1310.11 which defines parking permit rates and allows adoption of fees through council resolution; and

**WHEREAS**, it is estimated the present parking permit rates are not sufficient to cover operating and enforcement expenses over the next year and will not provide sufficient funding for capital improvements to the municipal lot and parking ramp;

**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Hopkins hereby set the parking permit fees at the following rates

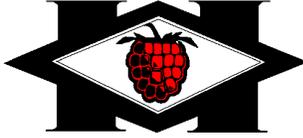
<u>Parking Permits</u>		<u>Electric Car Permits</u>	
Daily	\$3.00	Quarterly	\$126.00
Monthly	\$43.00	Annual	\$440.00
Quarterly	\$101.00		
Annual	\$330.00		
Overnight	\$45.00		

Adopted by the City Council of the City of Hopkins this 17<sup>th</sup> day of October, 2023.

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

ATTEST:

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



Administration

CITY OF HOPKINS

## City Council Report 2023-112

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

From: Ari Lenz, Assistant City Manager

Date: October 17, 2023

Subject: Approval of 2024-2026 Contract with LELS #143

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### **RECOMMENDED ACTION**

**MOTION TO** Approve 2024-2026 Union Contract with LELS #143.

This will ratify a three year contract with the Public Service Officers (PSOs).

### **OVERVIEW**

The contract calls for a 3.0% wage increase effective January 1, 2024, 2025 and 2026. The wages are within budget for 2024 and the insurance contributions are consistent with past practice and other 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 \$100 increase in 2024, an additional \$50 increase in 2025 and an additional \$50 increase in 2026. Uniform allowances have not been adjusted since 2017 a minor increase is warranted given inflationary changes.

*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 \$12,159.

## **SUPPORTING INFORMATION**

- 2024-26 Union Agreement

MASTER LABOR AGREEMENT BETWEEN  
CITY OF HOPKINS  
AND  
HOPKINS POLICE PUBLIC SERVICE OFFICER  
(L.E.L.S. LOCAL #143)

January 1, 2024- December 31, 2026

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**ARTICLE 1 PURPOSE OF AGREEMENT**

This Agreement is entered into between the City of Hopkins, hereinafter called the Employer, and the Hopkins Public Service Officer, L.E.L.S. Local #143, hereinafter called the Union. It is the intent and purpose of this Agreement to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

**ARTICLE 2 RECOGNITION**

- 2.1 The Employer recognizes Law Enforcement Labor Services, Inc. as the exclusive representative, under Minnesota Statutes, Section 179.71, Subdivision 3, for all police personnel in the following job classification:

All Public Service Officers employed by the City of Hopkins Police Department, Hopkins, Minnesota, whose employment service exceeds the lesser of 14 hours per week or 35 percent of the normal workweek and more than 100 workdays per year, excluding all other employees.

- 2.2 In the event the Employer and the Union 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: The Hopkins Public Service Officer, L.E.L.S. Local #143
- 3.2 UNION MEMBER: A member of the Hopkins Public Service Officer Local #143
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The City of Hopkins Police Department.
- 3.5 EMPLOYER: The City of Hopkins.
- 3.6 CHIEF: The Chief of the Hopkins Police Department.
- 3.7 OFFICER: Officer elected or appointed by the Hopkins Public Service Officer Local #143
- 3.8 BASE PAY RATE: The Employee's hourly pay rate exclusive of overtime, court time pay or any special allowance.

- 3.9 OVERTIME: Work performed at the express authorization of the Employer in Excess of the Employee's scheduled shift.
- 3.10 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.11 REST BREAKS: Periods during the SCHEDULED SHIFT during which the Employee remains on continual duty and is responsible for assigned duties.
- 3.12 TRAINING: Actual hours spent on assigned training shall be credited to the fulfillment of the normal work year. Travel time to and from training sessions will not be credited.
- 3.13 LUNCH BREAK: A period during the SCHEDULED SHIFT during which the Employee remains on continual duty and is responsible for assigned duties.

**ARTICLE 4 EMPLOYER SECURITY**

The Union agrees that during the life of this Agreement that the Union will not cause, encourage, participate in or support any strike, slow-down or other interference with the normal function of the Employer.

**ARTICLE 5 EMPLOYER AUTHORITY**

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

**ARTICLE 6 UNION SECURITY**

- 6.1 The Employer shall deduct from the wages of Employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues. Such monies shall be remitted as directed by the Union.
- 6.2 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.
- 6.3 The Employer shall make space available on the Employee bulletin board for posting Union notice(s) and announcement(s).

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

## **ARTICLE 7 EMPLOYEE RIGHTS GRIEVANCE PROCEDURE**

### **7.1 DEFINITION OF GRIEVANCE**

A Grievance is defined as a dispute or disagreement as to the Interpretation or application, of the specific terms and conditions of this Agreement.

### **7.2 UNION REPRESENTATIVES**

The Employer will recognize Representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in existing of the names of such Union Representatives and of their successors when so designated as provided by 6.2 of the Agreement.

### **7.3 PROCESSING OF A GRIEVANCE**

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities.

The aggrieved Employee and Union Representatives shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the Employee and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

### **7.4 PROCEDURE**

Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedures:

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 in writing 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 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 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. 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.

## 7.5 ARBITRATOR'S AUTHORITY

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for

compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

## 7.6 WAIVER

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

If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involved the suspension, demotion, or discharge of an Employee who had completed the required probationary period, the grievance may be appealed either to Step 4 of the Article 7 or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article 7, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 7.

The aggrieved Employee shall indicate in writing which procedure is to be utilized - Step 4 of Article 7 or another appeal procedure-and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved Employee from making a subsequent appeal through Step 4 of Article 7.

## **ARTICLE 8 SAVINGS CLAUSE**

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

## **ARTICLE 9 SENIORITY**

- 9.1 Seniority shall be determined by the Employee's length of continuous employment with the City of Hopkins and posted in an appropriate location. Seniority rosters may be maintained by the Chief on the basis of time in grade and time within specific classifications. Employees re-entering employment with the City of Hopkins, after less than one year from their date of separation, shall have their seniority as of the date of separation restored.
- 9.2 During the probationary period, a newly hired or rehired Employee may be discharged at the sole discretion of the Employer. During the probationary period, a promoted or reassigned Employee may be replaced in their previous position at the sole discretion of the Employer. The probationary period for new employees shall be one year.

- 9.3 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 their layoff before any new Employee is hired.
- 9.4 Senior Employees will be given preference with regard to transfer, job classification assignments and promotions when the job-relevant qualifications of Employees are equal.
- 9.5 Shift assignments shall be for the duration of one (1) year and shall be bid by employees on the basis of seniority at least one month in advance of the expiration of the current shift assignment. Senior qualified Employees shall be given shift assignment preference after twelve (12) months of continuous full-time employment.
- 9.6 One continuous paid time off period (up to two weeks) shall be selected on the basis of seniority until March 31 each calendar year.

## **ARTICLE 10 DISCIPLINE**

- 10.1 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.
- 10.2 Suspension, demotions and discharges will be in written form.
- 10.3 Written reprimands, notices of suspensions, 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. Employees and the Union will receive a copy of such reprimands and/or notices.
- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 10.5 Discharges will be preceded by a five (5) day suspension without pay.
- 10.6 Employees will not be questioned concerning a matter that may lead to disciplinary action against the Employee unless the Employee has been given an opportunity to have a Union representative present at such questioning.
- 10.7 Grievances relating to this ARTICLE shall be initiated by the Union in Step 3 of the grievance procedure under Article 7.

**ARTICLE 11**

**CONSTITUTIONAL PROTECTION**

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

**ARTICLE 12**

**WORK SCHEDULES**

12.1 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.

12.2 Authorized leave time is to be calculated on the basis of the actual length of time of the assigned shifts.

12.3 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum/maximum number of hours the Employer may assign Employees.

**ARTICLE 13**

**OVERTIME**

13.1 Employees will be compensated at one and one-half (1<sup>1/2</sup>) times the Employee's regular base pay 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.

13.2 Compensatory time may be given instead of overtime pay. The compensatory time must be given at a rate of one and one-half (1<sup>1/2</sup>) hours per overtime hour worked.

Compensatory time shall be limited to a maximum accrual of forty-eight (48) hours. The use of compensatory time is similar to the use of Flex Leave. Employees must request the use of compensatory time from their supervisors.

In December, Employees may submit an irrevocable election of up to forty-eight (48) hours of compensatory time 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. Employees are not able to modify this proposal after the next calendar year has started. Employees are not able to adjust these submissions during the present year.

13.3 Whenever there is more than 24 hours advanced notice, the Employer will offer overtime to PSOs on the basis of seniority. If the overtime shift is not filled voluntarily within 24 hours of the start of the shift, the employer may fill the shift, starting with the lease senior employee.

13.4 Overtime refused by Employees will for record purposes under Article 13.2 be considered as unpaid overtime worked.

- 13.5 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 13.6 Overtime will be calculated to the nearest fifteen (15) minutes.
- 13.7 Employees have the obligation to work overtime or call backs if requested by the Employer unless unusual circumstances prevent the Employee from so working.
- 13.8 Employees must receive prior authorization from the employee's immediate supervisor before working any overtime, except in cases of emergency.

**ARTICLE 14 COURT TIME**

- 14.1 An Employee who is required to appear in Court during the Employee's scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1 1/2) 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.
- 14.2 Employees required by the Employer to be on Standby for a court appearance during the Employee's scheduled off-duty time shall be paid for such standby time at the rate of one hour's pay for each hour on standby.
- 14.3 An Employee who was scheduled for court during the Employee's scheduled off-duty time shall receive one (1) hour of pay at one and one-half (1 1/2) times the employee's base pay rate for cancellation of a court appearance within 24 hours of the scheduled appearance. If an Employee has been on standby for court and the appearance is canceled, compensation shall be the greater of one (1) hour of pay at one and one-half (1 1/2) times the employee's base pay rate or the standby pay earned.

**ARTICLE 15 CALL BACK TIME**

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

**ARTICLE 16 WORKING OUT OF CLASSIFICATION**

Employees assigned by the Employer to assume the full responsibilities and authority of a higher job classification shall receive the salary schedule of the high classification for the duration of the assignment. Property Room or Digital Evidence is included in the current classification.

**ARTICLE 17 INSURANCE**

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

2024 City Contributions:  
Single - \$1,225.32  
Employee + Spouse - \$2,014.14  
Employee + Children - \$1,989.38  
Family - \$2,043.50

17.2 Effective January 1, 2025 and 2026 the EMPLOYER will contribute based on the open access plan, the City will increase its contribution by:

Single - 95% of the amount of the premium increase  
Single + 1 - 75% of the amount of the premium increase  
Single + Children - 75% of the amount of the premium increase  
Family - 60% of the amount of the premium increase

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

## **ARTICLE 18 UNIFORMS**

18.1 The Employer shall provide required uniform and equipment items to all new Employees. In addition, the Employer will provide all outdoor clothing and equipment as necessary for those Employees who require them. Uniform item(s), which become damaged as a result of performing their job, shall be replaced by the Employer. This excludes normal wear. Public Service Officers shall receive an annual uniform and equipment allowance of One thousand Dollars (\$1,000.00), on January 1<sup>st</sup> 2025 the amount will increase to \$1,050 and on January 1<sup>st</sup>, 2026 the amount will increase to \$1,100. Uniform Allowance shall be paid in cash on or about January 1<sup>st</sup> of each year and will be paid in a separate check. If an employee leaves employment with the city prior to the end of the calendar year, the employee will have no obligation to reimburse the city for any portion of the payment.

18.2 An Employee under probation shall not receive a uniform allowance. 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. Upon successful completion of the probationary period, an Employee shall receive a separate check for a prorated amount of the uniform allowance based on the end of probation and the end of the calendar year. Uniform allowance may be used to purchase items not expressly prohibited by the Department. If any item needs replacement after an Employee's allowance has been exhausted, such replacement is the responsibility of the Employee.

## **ARTICLE 19**

## **INJURY ON DUTY**

19.1 Employees injured during the performance of their duties for the EMPLOYER and thereby rendered unable to work for the EMPLOYER will be paid the difference between the employee's regular pay and Workers Compensation insurance payments for a period not to exceed ninety (90) working days (720 hours) per injury, after a five (5) working day initial waiting period per injury. The five (5) working day waiting period shall be charged to the employee's sick leave account less Workers Compensation insurance payments.

## **ARTICLE 20**

## **SICK LEAVE**

(Does not apply to employees receiving Flex Leave)

- 20.1 Sick leave with pay shall be granted to all probationary and permanent full time Employees at the rate of one (1) working day 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 one hundred twenty (120) working days, with banking after this maximum, which bank can only be used for extended illness.
- 20.2 Employees who receive Worker's Compensation payments shall be allowed to use sick leave to make up the difference between the Worker's Compensation payments and their regular wage.
- 20.3 Sick leave may be granted when necessary for personal illness, legal quarantine or because of serious illness in the employee's family as defined in Minn. Stat § 181.9413 or death of spouse, children, grandchildren, parents, brothers, sisters, grandparents, mother-in-law, or father-in-law of the Employee.
- 20.4 In order to be eligible for sick leave for pay, the Employee shall:
- 1) report promptly to the department head the reason for the Employee's absence.
  - 2) keep the department head, at all times, fully informed of the Employee's condition including permission for City Manager to make inquiries of such Employee's physician, surgeon or other health establishment.
  - 3) furnish upon demand to the City Manager any other information or medical certificate that may be required.
- 20.5 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.
- 20.6 Employees will continue to accrue leave while using paid leave. Employees will not accrue leave while on unpaid leave, leave accruals will be prorated for pay periods where there is both paid and unpaid leave. Policy will be consistent with applicable state and federal laws.

**ARTICLE 21**

**PAID TIME OFF**

(Does not apply to any employee receiving Flex Leave)

21.1 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 Employer. 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.

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

PTO	
0 - 5 years	184 hours
After 5 years	224 hours
After 10 years	232 hours
After 11 years	240 hours
After 12 years	248 hours
After 13 years	256 hours
After 14 years	264 hours
After 25 years	304 hours

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

21.4 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.

21.5 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.

21.6 No Employee shall be permitted to waive leave for the purpose of receiving double pay.

21.7 Upon termination of employment with the City an Employee will be paid all of the

paid time off remaining in the Employee's Paid Time Off Account and Conversion Bank

**ARTICLE 22 FLEX LEAVE**

- 22.1 The Public Service Officer Union hereby adopts the City of Hopkins Flex Leave Program.
- 22.2 Union members can continue on the existing paid time off 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 paid time off and sick leave program.
- 22.3 Union employees hired after July 1, 2002 shall participate in the Flex Leave Program without option.
- 22.4 Employees will accrue flex leave based on the following schedule.

Flex Leave Accrual Schedule										
Year	Leave		Year	Leave		Year	Leave		Year	Leave
	Hours			Hours			Hours			Hours
1	248		6	280		11	304		16	328
2	256		7	288		12	304		17	328
3	264		8	288		13	312		18	328
4	272		9	296		14	320		19	328
5	280		10	296		15	328		20	328
									21	328
									22	328
									23	328
									24	328
									25	368

- 22.5 Employees may accrue and carry over up to two times the Employee's annual accumulation. Employees, whose accrued flex leave exceeds this cap as of December 31, will lose all time in excess of the cap.
- 22.6 In December of each year, Employees may submit an irrevocable election to convert up to 40 hours (5 days) of flex leave each year to the City's deferred compensation program 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 (10 days). After 25 years, an Employee may convert up to 120 hours (15 days). An Employee may appeal to the City Manager to convert a higher number of hours if department scheduling problems or other unusual circumstances prevent the Employee from using sufficient leave during the year. The Employee's supervisor must attest to the existence of the problem. Employees are not able to adjust these submissions during the present year.
- 22.7 Upon termination of employment with the City, an Employee will be paid all of

the accrued flex leave remaining in the Employee's Flex Leave Account and Conversion Bank

- 22.8 No Diminution of Benefits. The Employer will not diminish or decrease benefits available under the Flex Leave Program while this Agreement is in effect.

**ARTICLE 23 HOLIDAYS**

23.1 An Employee required to work a shift on New Year's Day, Martin Luther King's Birthday, President's Day, Easter, Memorial Day, Juneteenth, 4th of July, Labor Day, Thanksgiving Day, Veterans 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 will be paid.

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

**ARTICLE 24 SEVERENCE PAY**

(Does not apply to employees receiving Flex Leave)

24.1 Employees shall receive severance pay upon separation of employment according to the following schedule:

- a) After five (5) years of service: 1.5 days per year of service.

OR

- a) After five (5) years of service: 20% of accumulated sick leave.
- b) After fifteen (15) years of service: 25% of accumulated sick leave.
- c) After twenty (20) years of service: 33.33% of accumulated sick leave.

24.2 The Employee may choose whichever formula provides the higher pay off.

**ARTICLE 25 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 the Employee's 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

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.

**ARTICLE 26 SUBSTANCE ABUSE**

The Employer and the Union agree to, jointly promote, a drug-free work environment. In an effort to achieve this goal, the Union agrees to all non-random drug and alcohol testing of its members by a State certified testing agency upon the request of the Employer provided such request, test and subsequent action are within the guidelines of State law (Section 181.950) and the City policy attached as Appendix D.

**ARTICLE 27 BEREAVEMENT LEAVE**

Employees are eligible for the City's Bereavement Leave Program.

**ARTICLE 28 WAIVER**

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

27.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals

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

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 paid time off or flex leave to extend their termination date, which is defined as the last day the Employee is on the payroll.

**ARTICLE 29**

**DURATION**

This Agreement, between the Hopkins Police Public Service Officer and the City of Hopkins, shall be effective as of January 1, 2024, through December 31, 2026, and continue thereafter until amended or modified by mutual agreement by the parties. Notice shall be given at least sixty (60) days prior to the expiration of the Contract of the intent to amend or modify.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 17th day of October 2023.

FOR THE CITY OF HOPKINS

FOR LELS, LOCAL #143

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**APPENDIX A: PUBLIC SERVICE  
OFFICERS**

Step increases take place annually on employee’s anniversary date. In 2024, step increases will take place on January 1<sup>st</sup> to account for implementing the market study.

	2024	2025	2026
1	\$ 27.14	\$ 27.95	\$ 28.79
2	\$ 28.33	\$ 29.18	\$ 30.06
3	\$ 29.52	\$ 30.41	\$ 31.32
4	\$ 30.70	\$ 31.62	\$ 32.57
5	\$ 31.89	\$ 32.85	\$ 33.84
6	\$ 33.07	\$ 34.06	\$ 35.08
7	\$ 34.26	\$ 35.29	\$ 36.35
8	\$ 35.45	\$ 36.51	\$ 37.61
9	\$ 36.64	\$ 37.74	\$ 38.87

Any PSO assigned to train a paid employee of the department shall receive an additional \$2.39 per hour for each hour that they are actually training.

## **APPENDIX B: DRUG AND ALCOHOL TESTING POLICY AND PROCEDURES**

### **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. Temporary or seasonal employees who do not operate any City vehicles or motorized equipment are not subject to this policy. Anyone who works for the Police Department is subject to this policy.
- 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 June 2006

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**CITY OF HOPKINS**  
**And**  
**LELS #143**

The purpose of this Memorandum of Understanding is to establish the POST EMPLOYMENT HEALTH CARE SAVINGS PROGRAM.

All members of Union 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.

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

- Two percent (2%) of gross salary

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

For the City of Hopkins

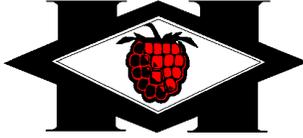
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Mike Mornson, City Manager

For LELS #243

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Brian Bakeberg



Finance Department

CITY OF HOPKINS

## City Council Report 2023-114

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

From: Nick Bishop, Finance Director

Date: October 17, 2023

Subject: Adopt Assessment Roll for 2023 Miscellaneous Special Assessments

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### RECOMMENDED ACTION

**MOTION TO** Adopt Resolution 2023-038 for Hearing on Proposed Assessments and Adoption of Assessment Roll for 2023 Miscellaneous Special Assessments.

### OVERVIEW

The proposed special assessments as described in Exhibit A are for delinquent utility bills, citations and invoices. Unpaid amounts relate to the period from June 1, 2022, through May 31, 2023. A preliminary notice was mailed to affected property owners in June. Notices of this hearing have been published in the Sun Sailor and both notices and assessments statements have been mailed properties who still have delinquent balance. In addition, the city mails monthly statements for any unpaid amounts.

Property owners have the right to appeal their assessment. They are given the opportunity to approach Council during the public hearing. Standard appeal forms have been available at City Hall and will be available at the public hearing. Forms must be completed, signed by the property owner and presented to the City Council prior to the close of the hearing. As of October 11<sup>th</sup>, no appeals have been received.

After the assessment roll is approved by the City Council, property owners have the right to prepay the entire amount without interest for 30 days. Between November 18<sup>th</sup> and November 27<sup>th</sup>, assessments may be paid with daily interest. Any remaining amounts will be certified to Hennepin County on November 30<sup>th</sup>. Assessments are payable with property taxes over one-year and 5% interest through December 31, 2024.

### SUPPORTING INFORMATION

- Chart of Ten-Year Comparison of Miscellaneous Assessment Amounts
- Notice of Assessment Hearing
- Exhibit A (Assessment Roll)
- Sample Notice
- Resolution 2023-038

## Ten Year Comparison of Miscellaneous Assessment Amounts

<b>Year</b>	<b>Total Assessment</b>	<b>Utility Bills</b>	<b>Utility Bill as Percent of Total</b>
2023	73,349.66	68,857.24	93.9%
2022	80,337.12	64,427.98	80.2%
2021	75,882.54	57,426.04	75.7%
2020	78,278.08	64,016.95	81.8%
2019	90,999.83	84,378.27	92.7%
2018	98,361.77	78,979.51	80.3%
2017	92,240.58	86,465.44	93.7%
2016	99,275.72	92,077.27	92.7%
2015	116,796.43	89,616.82	76.7%
2014	127,348.75	91,995.60	72.2%

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

**NOTICE OF ASSESSMENT HEARING**  
**2023 MISCELLANEOUS ASSESSMENTS**

NOTICE IS HEREBY GIVEN that the City Council of Hopkins, Minnesota, will meet in the Council Chambers of the Hopkins City Hall, 1010 1<sup>st</sup> Street South, Hopkins, Minnesota on Tuesday, October 17, 2023 at 6:30 p.m., to pass upon the proposed special assessments for the costs of delinquent utility bills, for delinquent invoices, and for delinquent citations, all more particularly described in Exhibit A hereto attached and hereby made a part hereof. The total amount of the proposed assessments is \$73,349.66 as of September 27, 2023. The area to be assessed includes properties throughout the entire City of Hopkins.

Questions or comments related to the public hearing may be emailed to [nbishop@hopkinsmn.com](mailto:nbishop@hopkinsmn.com), made by phone at (952)-548-6330 or mailed to 1010 First Street South, Hopkins, MN 55343. Comments submitted through these methods must be received by Tuesday, October 17, 2023 at noon in order to be considered during the hearing. Please note that any emails, letters and attachments you send to the City are likely considered public information and the City staff may use them in staff reports that go to the City Council.

**[EXHIBIT A]**

The proposed assessment roll is on file with the City Clerk and is available for review. Property Owners may present their objections to proposed special assessments at this hearing either orally or in writing. The Council will consider those objections. No appeal may be taken as to the amount of any assessment adopted unless a written objection signed by the property owner is filed with the City Clerk prior to the assessment hearing or presented to the presiding officer at the hearing. Appeal forms are available by contacting the City's Finance Department at 952-548-6330 or [nbishop@hopkinsmn.com](mailto:nbishop@hopkinsmn.com).

An owner may appeal an assessment to district court pursuant to Minnesota Statutes Section 429.081 by serving notice of the appeal upon the Mayor or City Clerk of the City of Hopkins within thirty (30) days after the adoption of the assessment and by filing such notice with the district court within ten (10) days after service upon the Mayor and City Clerk.

Under provisions of Minnesota Statutes Section 435.193 to 435.195 and Hopkins Ordinances Sections 2-117 to 2-120 the City may, in its discretion, defer the payment of this special assessment for any homestead property owner by a person 65 years of age or older or retired by virtue of a permanent and total disability for whom it would be a hardship to make the payments. When a deferment of the special assessment has been granted and is terminated for any reason provided in that law and Ordinance, all amounts accumulated plus applicable interest become due. The procedures to apply for such deferment are available from the Assessment Clerk.

The following information shall also apply:

1. The property owner shall have the right to prepay the entire assessment. Your assessment may be paid without interest from October 17, 2023 to November 17, 2023, at City

Hall, 1010 1<sup>st</sup> Street South, Hopkins, Minnesota. You may at any time thereafter and **prior to November 30, 2023**, pay to the entire amount of the assessment remaining unpaid, with interest accrued from November 18, 2023 to the date in which such payment is made. Such payment must be made **prior to November 30, 2023** or interest will be charged through December 31 of the succeeding year.

2. Partial prepayments of the total assessment have been authorized by Ordinance. An owner may pre-pay any amount of the assessment but not less than the lesser of \$100.00 or 25% of the assessment, with interest accrued to the payment date, except that no interest shall be charged if such partial payment is made by November 17, 2023. Partial prepayments can only be made **prior to November 30, 2023**. Such partial payment should be made to the Finance Department at City Hall, 1010 1<sup>st</sup> Street S, Hopkins, Minnesota 55343.

3. In the case where accrued interest applies, the rate of interest to be accrued, if the assessment is not prepaid within the required time period, is proposed to be 5 percent commencing on the date of adoption by the City Council. Assessments shall be payable in one annual installment unless otherwise specified in Exhibit A.

4. The amount to be specially assessed against your property is shown on the statement of assessment sent to you by mail.

**This is an important hearing because this is your opportunity to object to the proposed special assessment that affects your property. The Council may adopt the proposed special assessment at the hearing.** If you have any questions regarding this assessment, please call the Finance Director at 952-548-6330.

/s/ Amy Domeier  
Amy Domeier, City Clerk  
City of Hopkins, Minnesota

Publish: Hopkins Sun Sailor, October 5, 2023  
Dated: September 27, 2023

**EXHIBIT A**

<b>PID NUMBER</b>	<b>SERVICE ADDRESS</b>	<b>ASSESSMENT</b>
<b>DELINQUENT UTILITY BILLS - Payable in 1 year @ 5% interest</b>		
2411722220028	414 N 15TH AVE	2,242.58
1311722330014	705-707 ROBINWOOD LN	2,116.87
2511722130106	601 S 7TH AVE	2,094.49
1911721240007	509 SHADYSIDE CIR	1,869.57
1911721240207	318 N TYLER AVE	1,826.44
2511722420096	735 S 9TH AVE	1,796.68
2511722130082	606 6TH AVE S	1,737.71
2411722230152	246 14TH AVE N	1,678.01
2511722420037	723 6TH AVE S	1,654.30
2411722240045	245 N 11TH AVE	1,498.20
1911721440063	200 INTERLACHEN RD	1,495.66
2311722140014	350 N 18TH AVE	1,468.27
2411722230029	301 N 17TH AVE	1,466.92
2511722420010	709 S 7TH AVE	1,454.11
1911721340021	30 S HARRISON AVE	1,408.50
2411722420062	30 8TH AVE N	1,303.64
2511722130005	516 S 5TH AVE	1,288.04
2311722440043	35 S 18TH AVE	1,285.87
2311722440007	122 S 19TH AVE	1,256.52
2011721320026	1 HAWTHORNE RD	1,243.68
1311722230034	19 LORING RD	1,214.47
2511722420081	735 S 6TH AVE	1,207.79
1911721340057	41 S JACKSON AVE	1,205.28
2511722130051	529 S 7TH AVE	1,157.41
2511722140049	625 E PARK VALLEY DR	1,135.41
1911721110002	1410 DIVISION ST	1,129.45
1911721240069	305 JACKSON AVE N	1,115.59
2511722420037	721 S 6TH AVE	1,095.03
2511722220012	10895 EXCELSIOR BLVD	1,088.97
1311722420041	707 DRILLANE RD S	1,052.72
2311722140029	329 N 19TH AVE	1,040.37
2411722410109	109 N 1ST ST	1,036.13
2311722440059	113 S 18TH AVE	1,029.60
2511722420097	743 S 9TH AVE	999.76
1911721240069	307 N JACKSON AVE	968.22
2511722420080	731 S 6TH AVE	956.56
2511722420082	739 6TH AVE S	930.42
2411722320057	9 17TH AVE N	901.49
1911721340026	50 S HARRISON AVE	850.13
2411722340106	133 12TH AVE S	841.67
1911721220003	11 WAYSIDE RD E	804.41
2411722230110	306 14TH AVE N	761.35
2411722240031	214 N 10TH AVE	758.86
2311722440047	11 18TH AVE S	756.67

2411722230073	233 N 16TH AVE	753.91
2411722230071	225 N 16TH AVE	748.91
2311722140100	210 18TH AVE N	718.61
2511722420102	701 7TH AVE S	688.59
2411722430044	53 7TH AVE S	640.42
1911721340110	145 VAN BUREN AVE S	626.91
2411722410066	122 OAKGLEN DR	600.03
2411722420127	146-148 N 6TH AVE	535.33
1911721340134	41 S VAN BUREN AVE	515.96
2311722140030	358 N 19TH AVE	511.28
2311722440108	2048 MAINSTREET	479.63
2311722140034	330 N 19TH AVE	476.79
1911721240022	413 MONROE PL	441.29
2511722420005	733 S 7TH AVE	423.77
2511722420097	739 9TH AVE S	334.59
2411722320107	29 15TH AVE N	328.10
2511722420097	741 S 9TH AVE	327.47
2411722340011	916 MAINSTREET	295.61
2411722320029	114 16TH AVE N	260.99
1911721240262	746 E REGENCY LN	240.26
2411722430020	47 1/2 6TH AVE S	222.70
1911721240022	415 MONROE PL	202.92
2511722130028	625 6TH AVE S	180.88
2511722420013	722 S 8TH AVE	163.03
2511722420096	733 S 9TH AVE	150.86
2411722430100	802 MAINSTREET	130.06
2511722140043	601 PARK VALLEY DR E	121.27
1311722210023	4-1/2 E ST ALBANS RD	116.25
2311722410174	2011 MAINSTREET	115.22
2411722320103	13 15TH AVE N	92.53
2411722230090	214 14TH AVE N	87.81
2511722130164	505 7TH AVE S	85.67
1911721340014	17 S HARRISON AVE	77.51
1911721110060	1217 OXFORD ST	70.23
1911721440066	217 HOLLY RD	66.71
2311722440121	2088 MAINSTREET	65.44
2511722140064	614 E PARK VALLEY DR	59.24
1911721240009	503 SHADYSIDE CIR	676.64

**DELINQUENT INVOICES & CITATIONS - Payable in 1 year @ 5% interest**

2411722420066	801 MAINSTREET	65.46
2411722220077	1505 STATE HWY 7	134.55
2411722230034	246 16TH AVE N	349.75
2311722410158	13 18TH AVE N	208.25
2411722420069	811 MAINSTREET	67.30
2311722440047	11 18TH AVE S	214.19
1911721310060	8800 EXCELSIOR BLVD	65.46
2511722220012	10921 EXCELSIOR BLVD #106	67.30
2311722410049	123 19TH AVE N	217.16
2411722340295	906 MAINSTREET	3,000.00
2511722340157	1266 TRAILWOOD S	103.00



**CITY OF HOPKINS  
STATEMENT OF ASSESSMENT  
MISCELLAENOUS CHARGES**

**DELINQUENT ACCT #XXXXXX-XXX**

XXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX  
HOPKINS, MN 55343

RE: PID #XXXXXXXXXX - ADDRESS

**THIS IS THE ONLY STATEMENT YOU WILL RECEIVE**

The Hennepin County Treasurer’s records show you as an owner and/or taxpayer of certain land(s) with respect to which the City of Hopkins now proposes to order a levy for miscellaneous charges as shown below. It is important that you read and fully understand your rights and obligations concerning this assessment as stated on the attached Notice of Assessment Hearing. **Your total assessment for Parcel Identification Number XXXXXXXXXXXXXXX is as follows:**

Invoice Amount:	\$ 65.46
Service Charge:	<u>\$100.00</u>
<b>TOTAL ASSESSMENT:</b>	<b>\$ 165.46 @ 5% interest payable in 1 year</b>

When requesting information or corresponding about this statement, please refer to Parcel Identification Number #XXXXXXXXXXXX. Questions can be directed to the Special Assessment Clerk at 952-548-6366.

**NOTE** -- Objections to this assessment will be accepted until the close of the Assessment Hearing. Assessment hearing appeal forms are available by contacting the Special Assessment Clerk’s office (952) 548-6366 or [nosman@hopkinsmn.com](mailto:nosman@hopkinsmn.com). **Absolutely** no objections (oral or in writing) to any part of this assessment statement will be accepted by the Assessment Clerk or the Hopkins City Council after the close of the Assessment Hearing. Even though appeals are due by October 17, 2023, the City Clerk strongly recommends appeals be submitted by October 11, 2023.

**DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT TO:  
CITY OF HOPKINS, ATTN: SPECIAL ASSESSMENT CLERK  
1010 1<sup>ST</sup> STREET SOUTH, HOPKINS, MN 55343**

Assessment Payment for: **DELINQUENT INVOICE** ACCT # XXXXXX-XXX

PID # XXXXXXXXXXXX TOTAL ASSESSMENT: \$ 165.46

TOTAL PAYMENT ENCLOSED - \$ \_\_\_\_\_

**INTEREST CHARGES WILL APPLY ON ANY PAYMENTS MADE AFTER NOVEMBER 17, 2023. PAYMENTS MUST BE MADE TO THE CITY OF HOPKINS PRIOR TO NOVEMBER 27, 2023. ANY BALANCE REMAINING ON NOVEMBER 27, 2023 WILL BE CERTIFIED TO HENNEPIN COUNTY FOR COLLECTION WITH THE 2024 PROPERTY TAXES.**

**PLEASE NOTE: THE DEADLINE FOR REMAINING BALANCES IS NOVEMBER 27, 2023. CITY HALL WILL BE CLOSED FOR THANKSGIVING HOLIDAY NOVEMBER 23-24, 2023.**

**CITY OF HOPKINS  
HENNEPIN COUNTY, MINNESOTA**

**RESOLUTION 2023-038**

**HEARING ON PROPOSED ASSESSMENTS AND ADOPTION OF ASSESSMENT  
ROLL FOR 2023 MISCELLANEOUS SPECIAL ASSESSMENTS**

**WHEREAS**, pursuant to property notice duly given as required by law, the City Council has met and heard and passed upon all objections to the proposed assessment for delinquent utility bills, citations and invoices, all as more fully set forth and described in Exhibit A as attached to this resolution, and has amended such proposed assessment as it deems just,

**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Hopkins hereby

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefitted by amount of the assessment levied against it.
2. Such assessments shall be payable in equal, annual installments extending over the period of years set forth in Exhibit A, the first of installments to be payable on or after the first Monday in January 2024. To the first installment shall be added interest on the entire assessment from October 17, 2023, until December 31, 2024. To each subsequent installment when due shall be added interest for one year on all unpaid installments.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole or a partial payment of any amount of the assessment but not less than the lesser of \$100 or 25% of the assessment on such property, to the city, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and they may, at any time thereafter, pay to the city the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made prior to November 30 or interest will be charged through December 31 of the next succeeding year.
4. The clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County, and such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the City Council of the City of Hopkins this 17<sup>th</sup> day of October, 2023.

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

ATTEST:

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



CITY OF HOPKINS

## Council Report 2023-109

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

From: Ryan Krzos, City Planner

Date: October 17, 2023

Subject: Second Reading of a PUD Rezoning Ordinance, PUD Site Plan, and PUD Agreement for Cassia Chapel View Care Center – 412 – 5<sup>th</sup> Avenue North

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### RECOMMENDED ACTION

#### MOTIONS TO:

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

### OVERVIEW

Augustana Land Development LLC requests land use approval to redevelop the former Mizpah Church at 412 - 5th Avenue North. The applicant would demolish the existing building and construct a new two-story 88-bed skilled nursing facility adjacent to their existing Chapel View campus. The applicant is seeking the Planned Unit Development (PUD) form of approval to facilitate the redevelopment. A conditional use permit is also required for this type of use. The Planning & Zoning Commission held a public hearing to review these items and recommended approval by the City Council on September 26, 2023. The City Council approved the first reading of the PUD rezoning ordinance, and the Conditional Use Permit at the October 3, 2023 meeting. During discussion, the Council directed staff and the applicant to address several issues, including bicycle parking, building relation to the neighbor, tree replacement, refuse enclosure, energy performance certifications, and code enforcement.

Should the City Council approve the second reading of this ordinance, the City Attorney will prepare a Planned Unit Development Agreement to be executed by the Mayor and City Manager. The PUD Agreement, together with the PUD rezoning ordinance, PUD site plan, and Conditional Use Permit finalize the land use approvals for the project.

#### *Code Enforcement*

The City Council requested copies of enforcement reports for properties owned by the applicant. Attached are inspection reports from 2012 and 2022, and a note related to a recent issue. Staff finds that the owner has been responsive to issues brought to them to date, and enforcement staff expects that will continue.

### *Building Relation to Adjoining Property*

The Council encouraged the applicant to explore how the proposed massing might relate to the adjoining dwelling to the south along 5<sup>th</sup> Avenue. In response, the applicant revised the proposed site plans to move the building approximately 6 feet to the north. As result, the building would now be approximately 20' – 7" from the residential dwelling to the south. The required fencing is also shown along the property line shared with this adjoining site. The overall height of the building would remain the same at two stories; which is the minimum in this zone.

### *Bicycle Parking*

The original recommendation before the Council included a stipulation requiring installation of bicycle parking facilities. The Zoning code requires 15 bicycle parking stalls based on the number of beds. The revised plans show bicycle parking racks for 16 bicycles to be installed near the north main entryway. The code requires these stalls to be in a long-term storage area (in a room or lockers). However, staff's recommendation includes a modification to this location requirement to allow the bicycle stalls to be built to the short-term storage standards, which allows them to be visible and near the main entrance for the convenience of employees and visitors.

### *Tree Replacement*

The project is required to comply with the City's tree replacement policy. Following discussion at that meeting staff further reviewed the specific provisions of the tree replacement policy (Zoning Ordinance Section 102-840). Originally, staff understood that the policy allowed flexibility with regard to considering specific noxious or aggressive species; however, such is not expressly stated. As a result, the current fee in lieu of replacement is \$346,000 based on what is currently proposed for removal and replacement. The per inch fee was set earlier this year, prior to contemplation of any specific development proposal, and was well in-line with peer communities. Staff reviewed similar tree replacement ordinance of peer communities and found that Hopkins' formula generates a fee in-lieu of replacement that is many multiples more than all other methods researched. Accordingly, staff will be re-evaluating the policy and will bring changes forward for review and adoption. Since the applicant is expecting to start construction in 2025, staff is now recommending a condition of approval expressly stating that the fee in-lieu of replacement will be paid at the time of building permit application for the amount derived from the policy in effect at that time.

### *Refuse Enclosure*

Members of the Council discussed the proposed refuse container location. The updated plans show the fencing details for this enclosure which is to consist of masonry walls and an opaque gate. The applicant explored re-locating the refuse enclosure in the interior, but for operations purposes maintains the proposal that it be located outside of the building as part of the PUD request.

### *Energy Performance Certification*

Discussion during the October 3<sup>rd</sup> meeting included encouragement for the applicant to explore energy performance certifications. The applicant indicates that the building would meet measures that would qualify for Energy Star or other alternative Energy Design Guidelines with measured outcomes and achievements, which would be verified

when final building plans are submitted. Exceeding minimum code requirement is one of the items that the City considers as a public benefit offset for the PUD request.

The revised plans also address previously recommended conditions of approval regarding modifications needed to meet requirements for EV charging stations, driveway width, and the vehicle canopy clearance height. Accordingly, these items were removed from the conditions of approval stipulated in Resolution 2023-036.

**SUPPORTING INFORMATION**

- Ordinance 2023-1202 and Resolution 2023-036
- Revised Proposed Site Plans and Exhibits

**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 17, 2023
Date of Publication:	October 26, 2022
Date Ordinance Takes Effect:	October 26, 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 2023-036**

**A RESOLUTION APPROVING A SECOND READING OF  
ORDINANCE 2023-1202 REZONING THE PROPERTY AT 412 - 5TH AVENUE NORTH  
FROM NX2, GENERAL RESIDENTIAL MIX TO NX2 GENERAL RESIDENTIAL MIX WITH A  
PLANNED UNIT DEVELOPMENT, AND AUTHORIZING THE MAYOR AND CITY MANAGER  
TO ENTER INTO A PLANNED UNIT DEVELOPMENT AGREEMENT**

**WHEREAS**, Augustana Land Development LLC (“the applicant”) initiated an application requesting to rezone the property at 412 - 5th 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 the Hopkins City Council conducted reviewed this item during the October 3, 2023 meeting, agreed with the findings of the Planning & Zoning Commission and approved Resolution 2023-033 approving the first reading of Ordinance 2023-1202, and granting PUD Site plan approval subject to conditions; and
5. That the Hopkins City Council conducted a second reading of Ordinance 2023-1202 during the October 17, 2023 meeting.

**WHEREAS**, The Hopkins City Council directed staff and the applicant to address issues discussed at the October 3, 2023 meeting which are reflected by modifications to the submitted application materials and conditions of approval as described in Council Report 2023-109 which are meant to replace those stipulated in Resolution 2023-033; and

**WHEREAS**, staff recommended approval of the above stated application based on the findings outlined in Council Report 2023-103 and Council Report 2023-109.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hopkins hereby approves the second reading of Ordinance 2023-1202 rezoning the property at 412 – 5<sup>th</sup> Avenue North from NX2, General Residential Mix to NX2, with a Planned Unit Development

(PUD) and hereby authorizes the Mayor and City Manager to Enter into a Planned Unit Development Agreement, and re-approves the PUD site plan subject to the conditions listed below.

1. Execution of a Planned Unit Development Agreement.
2. Conformance with all related conditions of approval of the associated conditional use permit to allow the proposed 88-bed Skilled Nursing Facility in the NX2, General Residential Mix zone.
3. 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.
4. Submittal of building plans that demonstrate compliance with the requirement that 70% of all street facade upper story windows are operable.
5. 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.
6. Submittal of building plans that demonstrate compliance with the requirement that commercial grade quality doors, windows, and hardware are used.
7. 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.
8. The applicant shall demonstrate that the proposed outdoor generator cannot function inside or shall be otherwise required to locate the equipment inside. If located externally, fencing details for the equipment enclosure in accordance with screening standards per Section 102-8140 of the Zoning Code must be provided prior to installation.
9. Approval of the development by the Minnehaha Creek Watershed District and conformance with all related conditions.
10. Payment of Tree Replacement fees applicable at the time of building permit issuance.
11. Payment of all applicable development fees including, but not limited to SAC, park dedication and City Attorney fees.

**BE IT FURTHER RESOLVED** that this resolution replaces the PUD Site Plan approval granted in Resolution 2023-033.

Adopted this 17th day of October, 2023.

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:

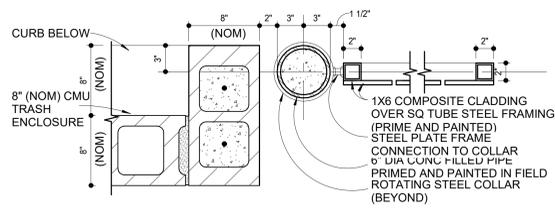
All that part of the West one-half of the Northeast Quarter of Section 24, Township 117 North, Range 22 West of the Fifth Principal Meridian, described as follows, to-wit: Beginning on the East line of the Northwest Quarter of the Northeast Quarter of Section 24, Township 117, Range 22 at a point 1266.9 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.

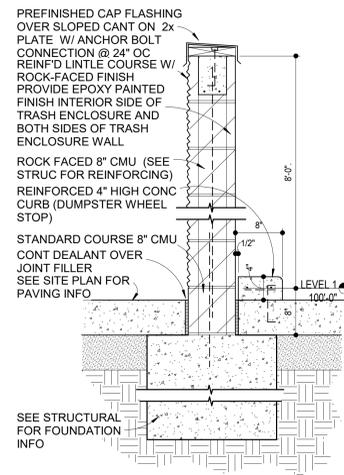
Parcel 2:

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.

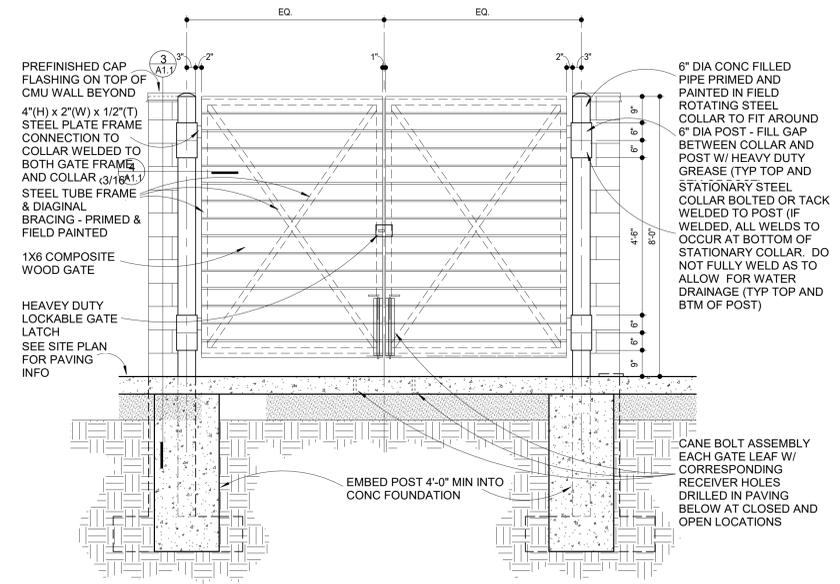
Being Registered land as is evidenced by Certificate of Title No. 166598.



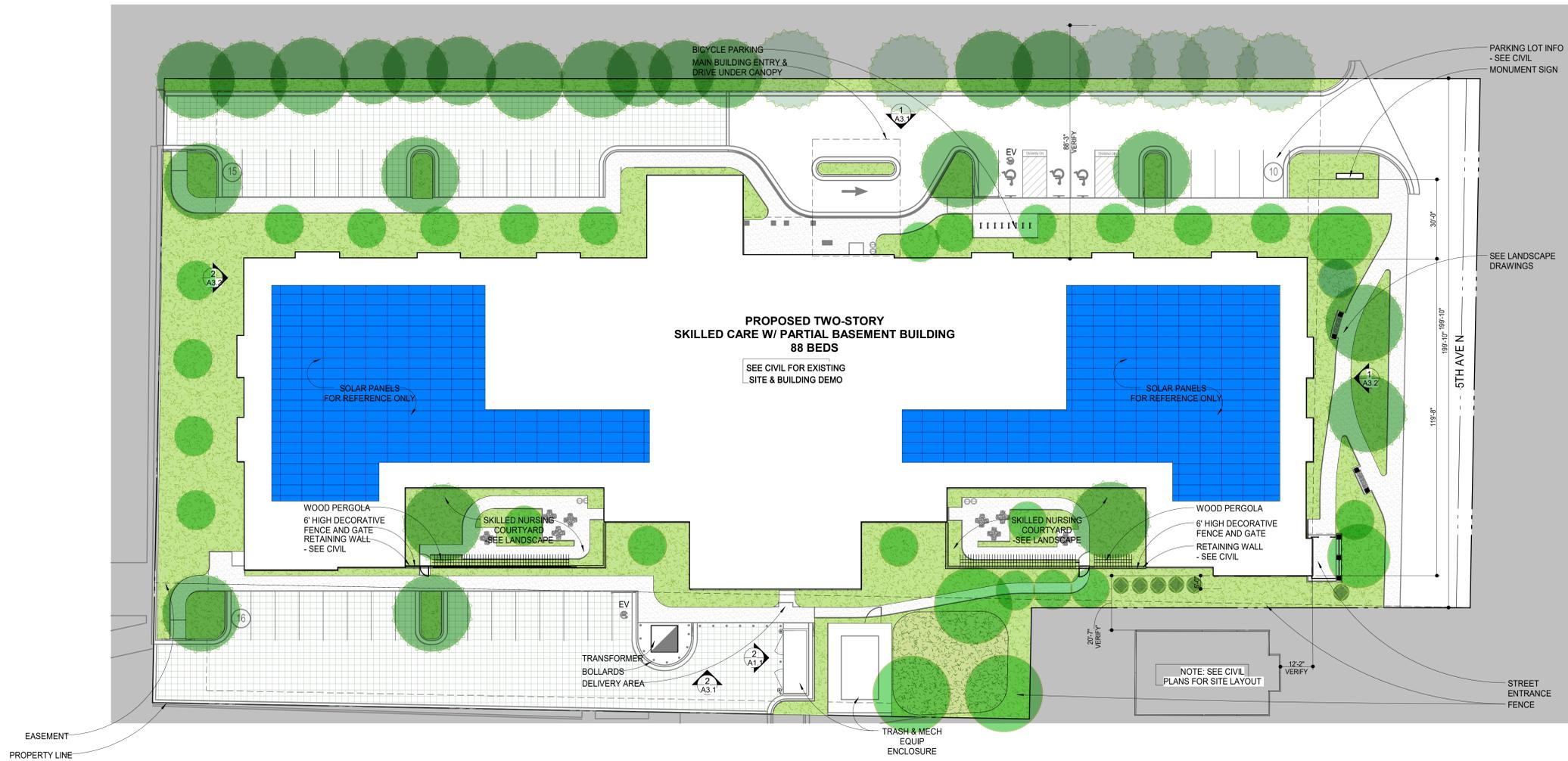
4  
A1.1 TRASH GATE DETAIL  
1 1/2" = 1'-0"



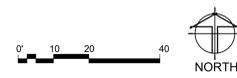
3  
A1.1 TRASH ENCLOSURE WALL  
1" = 1'-0"



2  
A1.1 TRASH ENCLOSURE GATE ELEVATION  
1/2" = 1'-0"



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



NOT FOR CONSTRUCTION

ARCHITECTURAL  
SITE PLAN

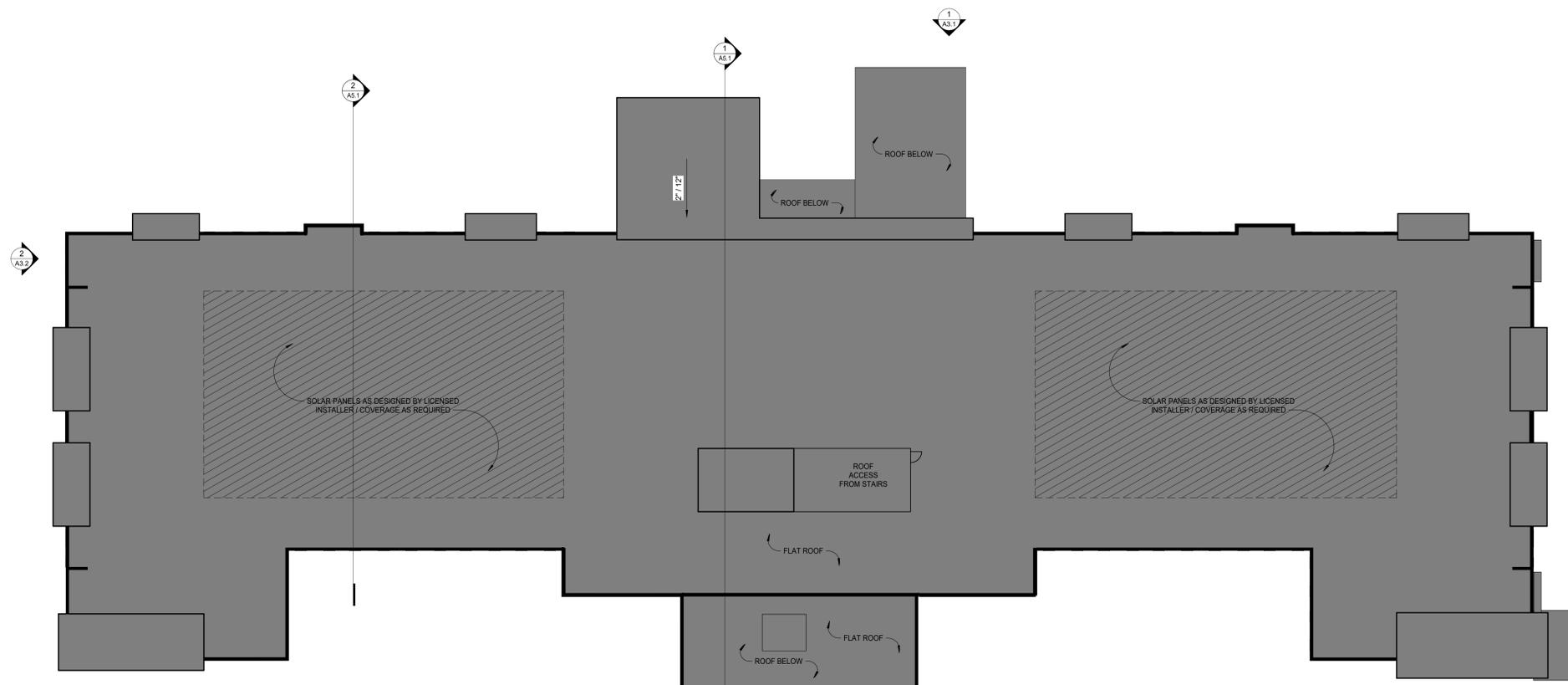
ISSUES & REVISIONS	DATE
1 Addendum 1	07/14/2023
CITY RESPONSE #2	10/11/2023

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

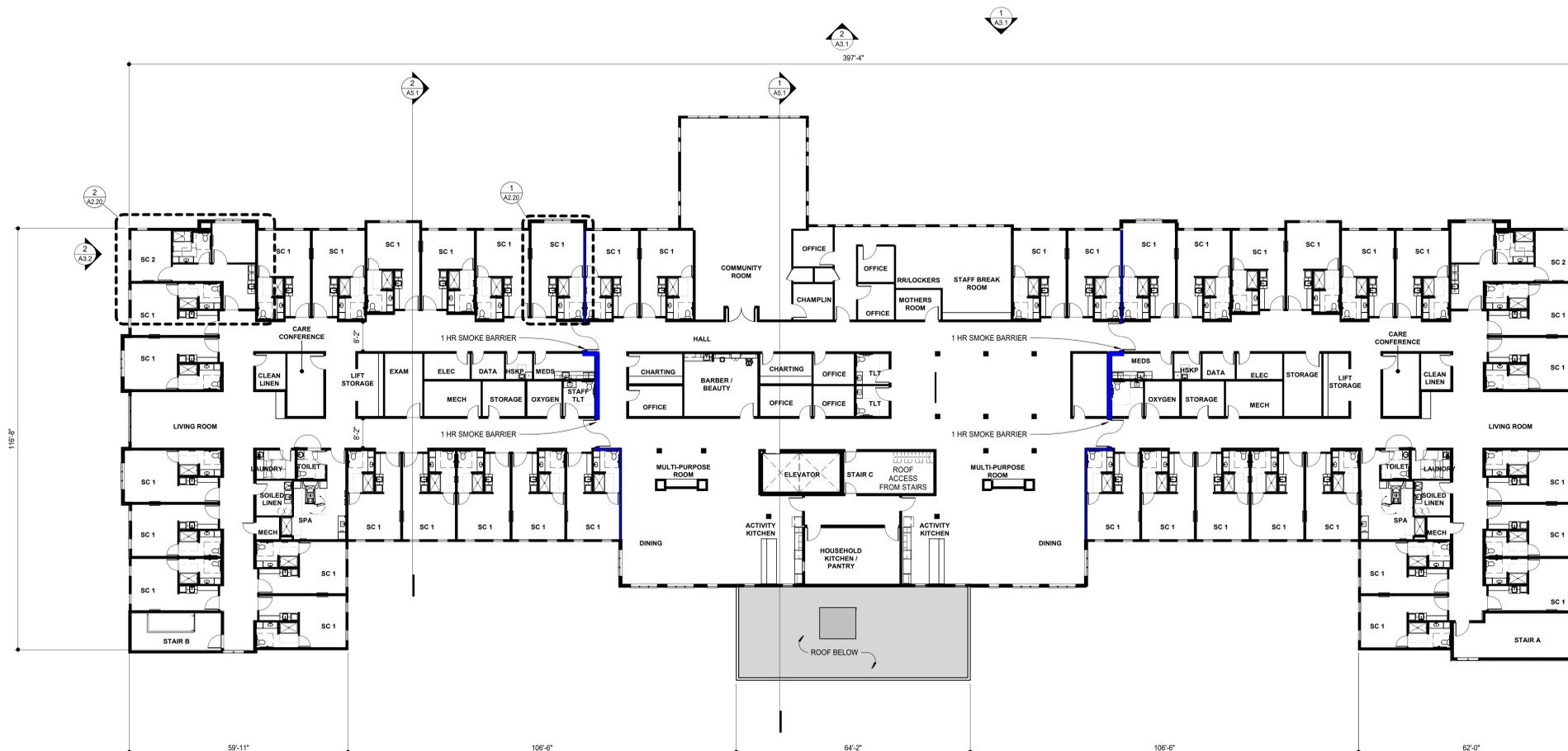
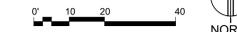
A1.1



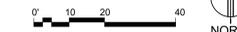
NOT FOR CONSTRUCTION



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



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



SECOND LEVEL  
FLOOR PLAN &  
ROOF PLAN

ISSUES & REVISIONS	DATE
1 Addendum 1	07/14/2023
CITY RESPONSE #2	10/11/2023

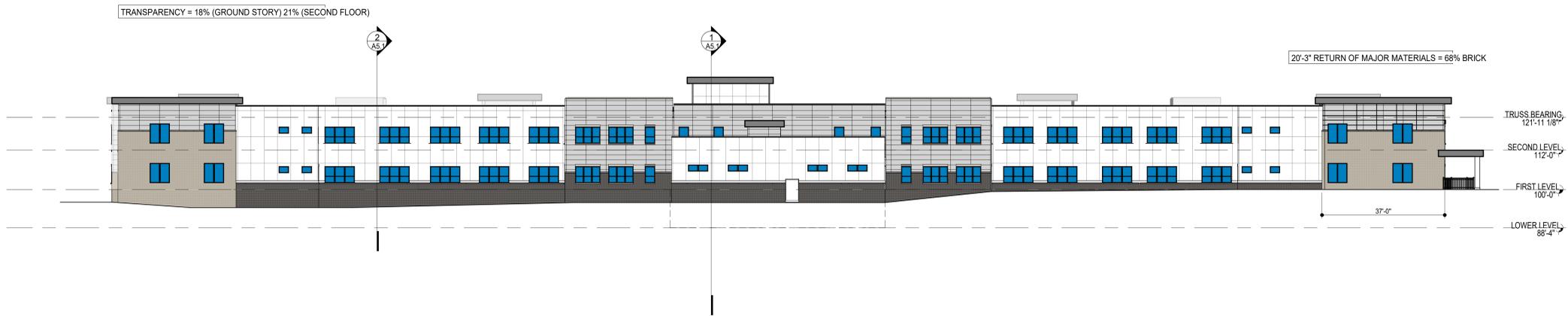
COMMISSION NO:	11773-23069
DRAWN BY:	AL
CHECKED BY:	AM

SHEET

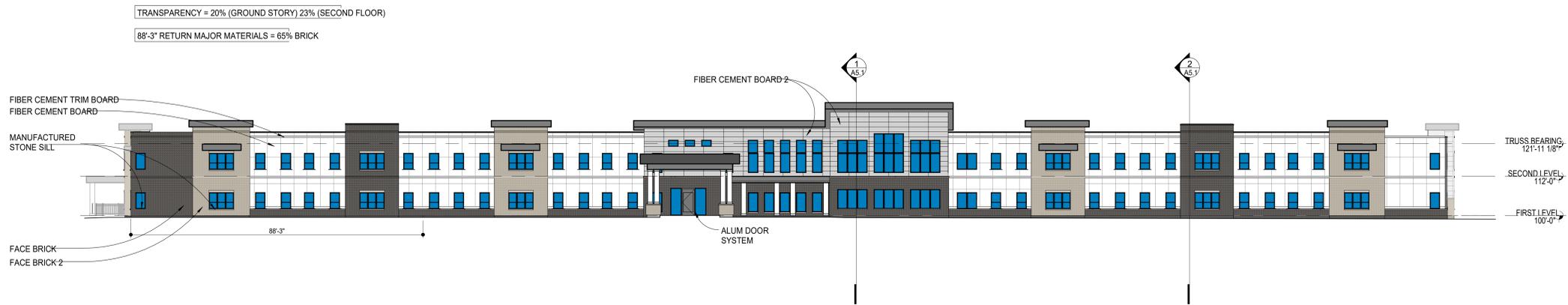
**A2.2**

EXTERIOR ELEVATION KEYNOTES

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
CITY RESPONSE #2	10/11/2023

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
CITY RESPONSE #2	10/11/2023

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

SHEET

A3.2





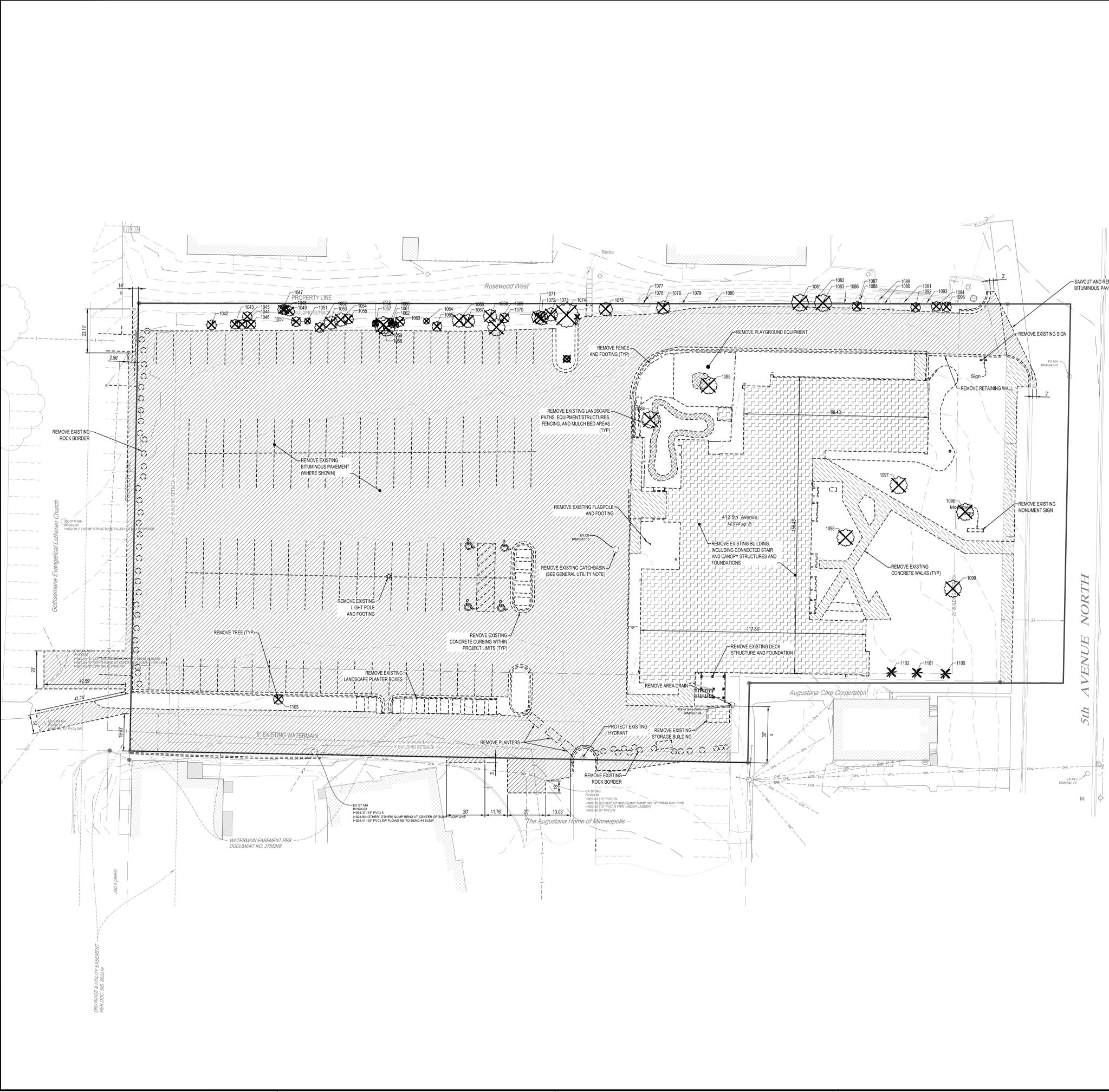
**REMOVAL LEGEND**

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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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. SUDTELGTE**

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

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PROJECT

**CASSIA CHAPEL VIEW CARE CENTER**

HOPKINS MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY
10/10/23	CITY RESPONSE 2	BJK

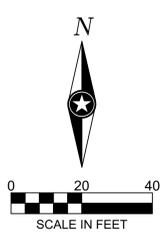
PROJECT NO.	23-29290
FILE NAME	29290 C2-EXISTING
DRAWN BY	BJK/TMK
DESIGNED BY	BJK/TMK
REVIEWED BY	RAS
ORIGINAL ISSUE DATE	08/25/23
CLIENT PROJECT NO.	-

TITLE

**EXISTING SITE & REMOVAL PLAN**

SHEET

**C2-10**

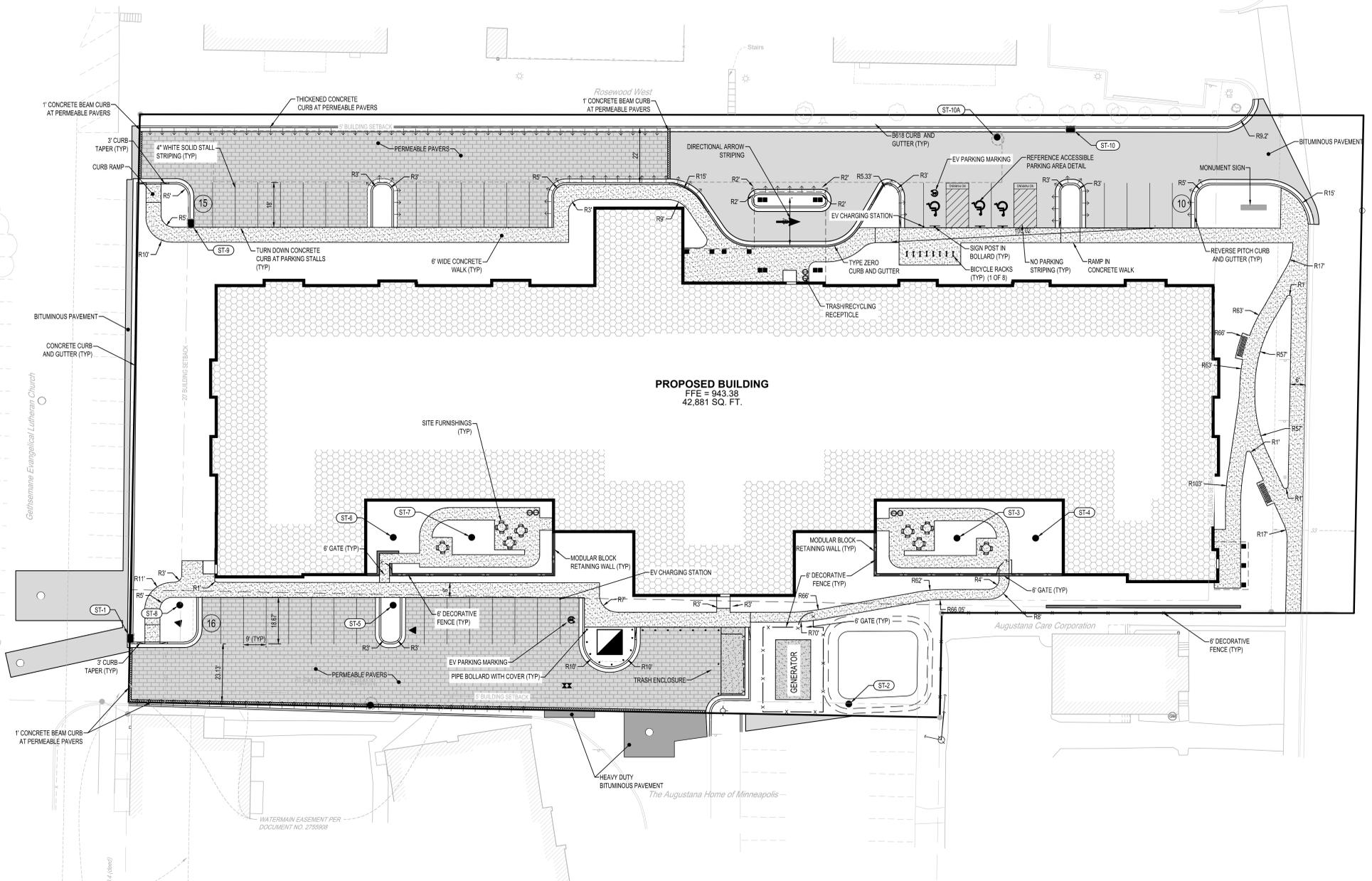


PRELIMINARY NOT FOR CONSTRUCTION



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 = 1.85 (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**

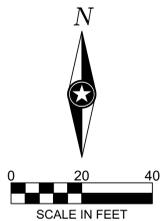
HOPKINS MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY
10/10/23	CITY RESPONSE 2	BJK

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**



**C3-10**

PRELIMINARY NOT FOR CONSTRUCTION



PRELIMINARY NOT FOR CONSTRUCTION

PLANT SCHEDULE						
TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT	
	AA	8	ACER RUBRUM 'JFS-KW78' ARMSTRONG GOLDB MAPLE	2.5' CAL	B & B	
	AG	4	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE' AUTUMN BRILLIANCE APPLE SERVICEBERRY	6' HT MIN	B & B	
	CO	4	CELTIS OCCIDENTALIS COMMON HACKBERRY	2.5' CAL	B & B	
	GE	8	GINKGO BILOBA 'BLACKY' GOLDSPIRE MAIDENHAIR TREE	2.5' CAL	B & B	
	GS	4	GLEDITSIA TRIACANTHOS INERMIS 'SKYLINE' SKYLINE HONEY LOCUST	2.5' CAL MIN	B & B	
	MS	4	MALUS X 'SPRING SNOW' SPRING SNOW CRABAPPLE	2' CAL	B & B	
	PC	2	PYRUS CALLERYANA 'GLENS FORM' CHANTICLEER CALLERY PEAR	2.5' CAL	B & B	
	QB	2	QUERCUS BICOLOR SWAMP WHITE OAK	2.5' CAL	B & B	
	TO	1	THUJA OCCIDENTALIS 'SMARAGO' EMERALD GREEN ARBORVITAE	6' HT MIN	B & B	
	TT	5	THUJA OCCIDENTALIS 'TECHNY' TECHNY ARBORVITAE	6' HT MIN	B & B	
	UP	10	ULMUS AMERICANA 'PRINCETON' PRINCETON AMERICAN ELM	2.5' CAL	B & B	
	UT	7	ULMUS X 'MORTON GLOSSY' TRIUMPH™ ELM	2.5' CAL	B & B	
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT	
	AB	41	ARONIA MELANOCARPA 'AUTUMN MAGIC' AUTUMN MAGIC BLACK CHOKEBERRY	5 GAL	CONT	
	AL	63	ARONIA MELANOCARPA 'L'CONNOR'® LOW SCAPE MOUND® BLACK CHOKEBERRY	5 GAL	CONT	
	AC	25	AZALEA X 'CANDY LIGHTS' CANDY LIGHTS NORTHERN LIGHTS AZALEA	5 GAL	CONT	
	BE	65	BERBERIS THUNBERGII 'NCBT1' SUNJOY MINI MAROON® BARBERRY	5 GAL	CONT	
	BV	152	BUXUS X 'GREEN VELVET' GREEN VELVET BOXWOOD	5 GAL	CONT	
	FG	13	FORSYTHIA X 'COURTANEUR' GOLD CLUSTER FORSYTHIA	5 GAL	CONT	
	HP	42	HYDRANGEA PANICULATA 'L'VOBO' BOBO® PANICLE HYDRANGEA	5 GAL	CONT	
	RG	27	RHUS AROMATICA 'GRO-LOW' GRO-LOW FRAGRANT SUMAC	5 GAL	CONT	
	TW	74	TAXUS X MEDIA 'TAUNTON' TAUNTON™ YEW	3 GAL	CONT	
PERENNIALS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT	
	AP	30	ASTER NOVAE-ANGLIAE 'PINK CRUSH' PINK CRUSH NEW ENGLAND ASTER	1 GAL	CONT	
	CK	79	CALAMAGROSTIS X ACUTIFLORA KARL FOERSTER' KARL FOERSTER FEATHER REED GRASS	1 GAL	CONT	
	CP	43	CAREX PENNSYLVANICA PENNSYLVANIA SEDGE	6" POT		
	GR	35	GERANIUM X 'ROZANNE' ROZANNE CRANESBILL	1 GAL	CONT	
	NL	116	NEPETA X 'FASSENII' WALKER'S LOW' WALKER'S LOW CATMINT	1 GAL	CONT	
SHRUB AREAS	CODE	QTY	BOTANICAL / COMMON NAME	ROOT	SIZE	SPACING
	PG	298	PACHYSANDRA TERMINALIS 'GREEN CARPET' GREEN CARPET JAPANESE PACHYSANDRA	2.5' PLUG		6" o.c.

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PROJECT

### CASSIA CHAPEL VIEW CARE CENTER

HOPKINS MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY
10/10/23	CITY RESPONSE 2	BJK

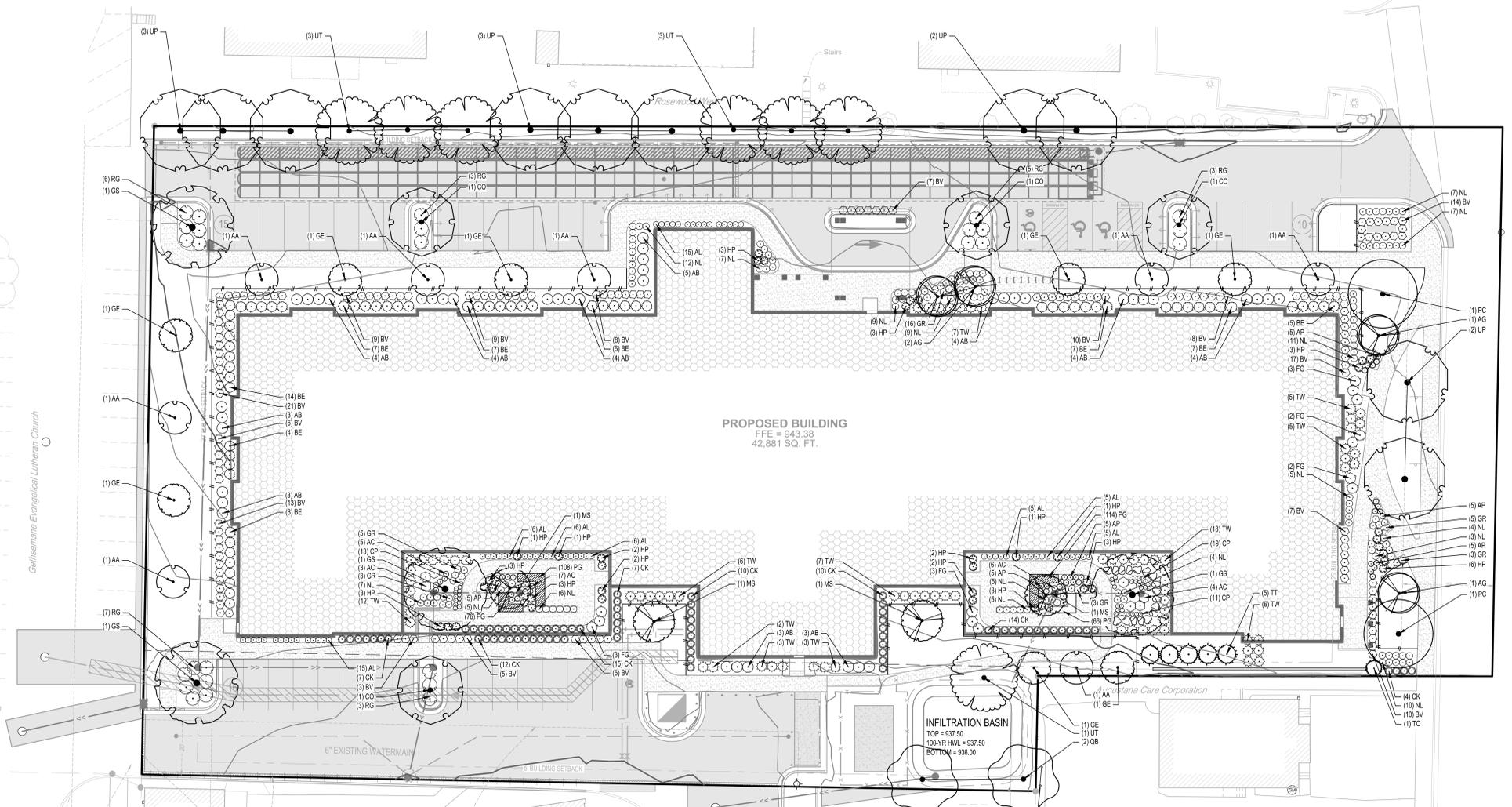
PROJECT NO.	23-29290
FILE NAME	29290 CS-LAND
DRAWN BY	BJK/TMK
DESIGNED BY	BJK/TMK
REVIEWED BY	RAS
ORIGINAL ISSUE DATE	08/25/23
CLIENT PROJECT NO.	-

TITLE

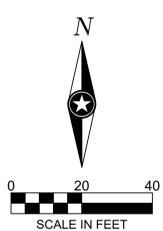
### SITE PLANTING PLAN

SHEET

C5-20



5th AVENUE NORTH



FILE DATE: 10/10/2023 3:55 PM

DRAINAGE & UTILITY EASEMENT REF: DOC. NO. 083519

WATERMAIN EASEMENT PER DOCUMENT NO. 275590

The Augustana Home of Minneapolis



OWNER: Steve Elmquist

952-844-1548

Summary

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312 5th Ave N

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1. 312 5th Ave N Apartment Interior Structure General IPMC 305.1 Remove trash and clean up garage area.
2. 312 5th Ave N Apartment Interior Structure Interior surfaces Front entry door threshold has protruding screws - repair

Kitchen - treat and eliminate mold under sink, replacing base shelf and sheet rock damaged by water leak.

Up bathroom - treat/eliminate mold in tub surround, remove deteriorated caulk around tub at wall and reseal tiles. Clean cigarette debris from window trough.

Side door - scrape peeling paint and repaint, secure bottom, interior weather strip on door.

Stairs to basement - remove peeling paint and reseal ceiling.  
Secure loose handrail into wall using proper fasteners and anchors.

Basement bedroom - replace missing door trim and sheetrock on wall around door.

Basement bath - replace damaged ceiling tiles, repair/replace cracked shower stall floor. Replace missing vanity cabinet drawer front.

Laundry - seal cracking in block wall at window above washer/dryer using masonry product.

Under stairs storage area - using 1/2" sheetrock - cover under stairs and supporting walls.

IPMC 305.3 All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition; peeling paint repaired; cracked or loose plaster and other defective surface conditions corrected.

IRC R311.2.2 Enclosed accessible space under stairs shall have walls, under stair surface and any soffits protected on the enclosed side with 1/2 inch gypsum board.

3. 312 5th Ave N Apartment Plumbing Systems & Fixtures General Kitchen - repair leak under sink and secure loose sprayer assembly to sink top or remove and cap hole.

Basement bathroom - repair/replace stripped sink faucet control - left.

Laundry - repair leak at tub shut off valve.

4. 312 5th Ave N Apartment Mechanical Equipment Mechanical appliances Furnace - replace the clogged filter.

Laundry - replace damaged section of dryer vent, secure all sections in place without mechanical fasteners and clean all lint from floors, walls, ceiling and

## Summary (Continued)

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ductwork.

IPMC 603.1 All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

5. **312 5th Ave N Apartment Electrical Facilities Electrical system hazards BASEMENT** - repair non working lights throughout.

\*Under stairs storage - exposed wiring at light fixture - repair.

\*Laundry - repair light to work with wall switch

\*Bedroom-replace all broken wall outlets.

IPMC 604.3 Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

AN ELECTRICIAN IS REQUIRED TO PERFORM ALL LISTED REPAIRS.

6. **312 5th Ave N Apartment Fire Protection Systems Smoke detectors** Up hall and bedrooms - smoke detectors have been removed or lack working batteries - repair/replace.

7. **312 5th Ave N Apartment Fire Protection Systems Combustible storage** Remove storage in front of fuse box in laundry, remove storage from gas meters and heat vents in storage room off laundry, keeping a 3 foot path to the meters. Remove all furniture stored in detached garage - rodent harborage hazard.

IFC 315 General. Storage, use and handling of miscellaneous combustible materials shall be in accordance with this section & IFC Chapter 23.

8. **312 5th Ave N Apartment Other Carbon monoxide detectors** Up hall - replace missing CO detector.

Minnesota State Statue 299F.50 Install Carbon monoxide detectors within 10 feet of all sleeping rooms.

### 314 5th Ave N

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9. **314 5th Ave N Apartment Interior Structure Interior surfaces** Front door into house - the door jamb has a deep, long crack in it - replace to restore security.

Kitchen - replace the missing cabinet drawers and fronts, replace missing knobs on stove controls.

Bathroom - upstairs - install missing vanity drawer fronts, replace broken window pane and remove all broken glass from area.

Livingroom - replace broken front side window pane and torn screen.

Basement - bathroom - treat/eliminate mold under sink and above the shower - seal with paint designed for bathrooms, seal open floor seam along shower.

## Summary (Continued)

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Basement - bedroom - replace missing window hardware and remove all debris from egress well.

IPMC 305.3 All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition; peeling paint repaired; cracked or loose plaster and other defective surface conditions corrected.

10. **314 5th Ave N Apartment Plumbing Systems & Fixtures General** Provide access to water meter for inspection.

Bathrooms - repair both toilets to flush and not run constantly as designed.

Upstairs bath - repair/replace leaking cold water faucet in tub.

IPMC 504.1 All plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

11. **314 5th Ave N Apartment Electrical Facilities Electrical system hazards** An electrician shall; repair the faulty 3 way switch in the kitchen and replace the broken light switch, repair the reverse polarity at GFCI near sink and repair the light above the sink to work with wall switch.

Bedroom - upstairs left - secure loose outlets to j-boxes throughout the room.

IPMC 604.3 Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

12. **314 5th Ave N Apartment Fire Resistance Ratings Fire-resistance-rated assemblies** IRC R311.2.2 Enclosed accessible space under stairs shall have walls, under stair surface and any soffits protected on the enclosed side with 1/2 inch gypsum board.
13. **314 5th Ave N Apartment Fire Protection Systems Smoke detectors** Upstairs hallway - replace outdated, non functional smoke detector.

IPMC 704.1 Existing Group R occupancies shall be provided with single-station smoke alarms. Shall be installed as required by MN State Statute 299F.362

### Common Area #1

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14. **Common Area Exterior Property Sanitation** Remove all furniture stored in detached garage. Unable to enter any area of building due to storage of furniture. Rodent harborage hazard.

City Code 605 Illegal exterior storage shall be removed

15. **Common Area Exterior Structure Protective treatment** detached garage, door thresholds and window trims have peeling paint. Spring 2013 - scrape and repaint. Back of 314 above egress well - seal hole in siding and install a shake or other siding protectant to the house.

IPMC303.2 Exterior wood surfaces, siding and masonry joints, metal surfaces shall be protected from the elements and decay by painting or other protective covering

## Summary (Continued)

---

or treatment.

16. **Common Area Exterior Structure Roofs and drainage** Clean out debris in gutters and replace smashed downspout extensions and securely attach to downspouts.

IPMC 303.7 Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions.

17. **Common Area Exterior Structure Window, skylight and door frames** Front door of 314 - replace badly cracked door jamb to restore security to home.

IPMC 303.13 Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

On 7/6/2022, rental inspections were conducted on the following properties:

1. 605 Minnetonka Mills Road
2. 308 5th Ave N
3. 312 5th Ave N
4. 314 5th Ave N
5. 334 5th Ave N

A total of 12 units, including duplexes, were inspected across these properties. The purpose of these inspections was to assess compliance with the rental code standards in the city of Hopkins, Minnesota. I am pleased to report that all units and duplexes met the rental code standards, with no code violations identified. Furthermore, all units were found to be in safe and good living conditions.

### **Inspection Findings**

During the inspection, the following key points were noted:

1. **General Property Condition:** All inspected units were in good repair and well-maintained. The exteriors of the buildings, including roofs, walls, and windows, were found to be in good condition.
2. **Safety Standards:** Safety features such as smoke detectors, carbon monoxide detectors, and fire extinguishers were present and functioning correctly in all units. Stairways, handrails, and common areas were well-maintained and free of hazards.
3. **Electrical and Plumbing:** Electrical and plumbing systems were inspected and found to be in compliance with the city's codes and regulations. There were no signs of leaks, faulty wiring, or electrical hazards.
4. **Heating and Ventilation:** Heating systems were operational and provided adequate warmth to the units. Proper ventilation was observed in kitchens and bathrooms, ensuring good indoor air quality.
5. **Structural Integrity:** The structural integrity of all units was found to be sound, with no signs of significant damage or deterioration.
6. **Aesthetic Condition:** Common areas and individual units were clean and well-kept, contributing to a positive living environment.

### **Grading and Future Inspections**

Based on the results of the inspection, all units and duplexes have received a grade of 'A' for compliance with rental code standards. As a result, these properties will be placed on a 5-year inspection rotation. The next inspection for these properties will not be required until 2027.

The rental inspection conducted on 605 Minnetonka Mills Road, 308 5th Ave N, 312 5th Ave N, 314 5th Ave N, and 334 5th Ave N in the city of Hopkins, Minnesota, has yielded positive results. All units and duplexes met the rental code standard, with no code violations detected. The properties are considered

safe and in good living conditions, and they have been assigned a grade 'A' for compliance. Property owners are advised to continue their diligent maintenance and upkeep to ensure the continued well-being of their tenants.

This report is based on the inspection conducted on 7/6/2022, and any changes or updates to the properties after this date are not included in this report.

*Inspector's Name: Nick Stamboulieh*

*Date of Report: 7/10/2022*

On Aug 6<sup>th</sup> 20203 Lynn Bialick posted on the Hopkins Community Page pictures about the rental property at 314 5<sup>th</sup> Ave north which is owned and managed by Chapel View. The next morning Captain Stamboulieh I went to the property and noticed the thing that Lynn posted. After doing the inspection we notified Paula Sparling at Chapel View, and she assured us that it would be taken care of. The next day I drove by the property and Paula was there with their maintenance people and a contractor to clean up the mess.

Within a couple of days, the junk was picked and the mowing had been done.

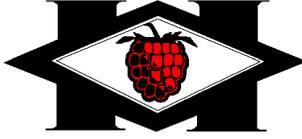
Paula stated that she has had many conversations with Lynn and has tried to take care of her complaints, but it never seems to satisfy Lynn.

I asked Paula to please make sure that the properties stay kept up and she assured me she would.

Paula also stated that she was working with Annemarie Buck and their attorneys to evict the residents in 314 and one of their other properties.

Paula has been keeping both Annmarie up to date on what is going on at the properties and what is happening.

The duplexes on 5<sup>th</sup> Ave were inspected in July of 22 all of which passed and are on a 5 year inspection process.



CITY OF HOPKINS

## Memorandum

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

From: Amy Domeier, City Clerk

Date: October 17, 2023

Subject: Update on Moratorium on the Operations of Cannabis Businesses

---

### **PURPOSE**

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

Staff is looking to extend the moratorium to allow the City to develop regulations on a known and stable timeline, and businesses in the community have requested guidance on locations where these businesses might be able to operate.

### **INFORMATION**

#### **Timeline**

The Office of Cannabis Management (OCM) is still in the process of developing the regulatory framework for legal adult cannabis and establish processes and timelines to apply for licenses. Most importantly, the administrative rulemaking process should clarify what city regulation of cannabis businesses will entail, as well as other important aspects of the state-licensure and city-registration (as part of receiving a license from the state, a business must register with the city). The OCM's website provides:

*"While this [Expedited Rulemaking] process will allow OCM to complete the rulemaking process with some flexibilities that would otherwise not be available, the rules may not be approved and in force until 2025."*

#### **Potential City Regulations**

Information regarding the actions the City Council will be able to take to regulate cannabis businesses in Hopkins remains the same as when the moratorium was enacted. It is anticipated that the City Council will have control in regulating the following:

**Reasonable restrictions on the time, place and manner of the operation of cannabis businesses.** These regulations will likely primarily be adopted through zoning regulations, but things like limits on hours of operation may be adopted elsewhere. The OCM's model ordinance is required to address these regulations.

- There restrictions would be in addition to requiring cannabis businesses to adhere to general zoning and use regulations (e.g., cannabis retail could only exist where general retail is allowed), as well as all applicable building and fire code.

**Setbacks from Youth Oriented Facilities.** The City may adopt regulations prohibiting cannabis businesses within 1,000 feet of a school, or 500 feet of a day care, residential treatment facility, or an attraction within a public park that is regularly used by minors, including a playground or athletic field.

- We understand that these buffers would be the maximum. i.e., we could impose a 350 ft buffer from schools, parks, etc.
- It is unclear whether the city is able to adopt an additional buffer between two cannabis businesses or whether the listed buffers (distances from youth-oriented uses) are the only kind that will be allowed.

**Restrict the number of cannabis *retailers* to one per 12,500 residents.** There is some question based on what was negotiated between legislators and interest groups (which should be clarified by the administrative rules or during the next legislative session) whether the intent of the ratio was to provide that a city with a population between 12,501-25,000 may limit the number of retailers to one or two retailers. Regardless, the City would not be able to adopt regulations that further limit the number of retailers established under the ratio. This would not restrict the City Council from considering allowing more than the minimum.

### **Business Registration and Compliance Checks**

- Businesses receiving a license from the OCM will also be required to register with the City. This is the point at which the City will confirm that the business meets all local cannabis specific and general regulations related to the particular business.
- The City will be required to conduct compliance checks at least once per calendar year, but it is it's uncertain how the license process will actually work and if the Police Department would be responsible for background checks, but it's clear that it must be addressed in the administrative rulemaking process.

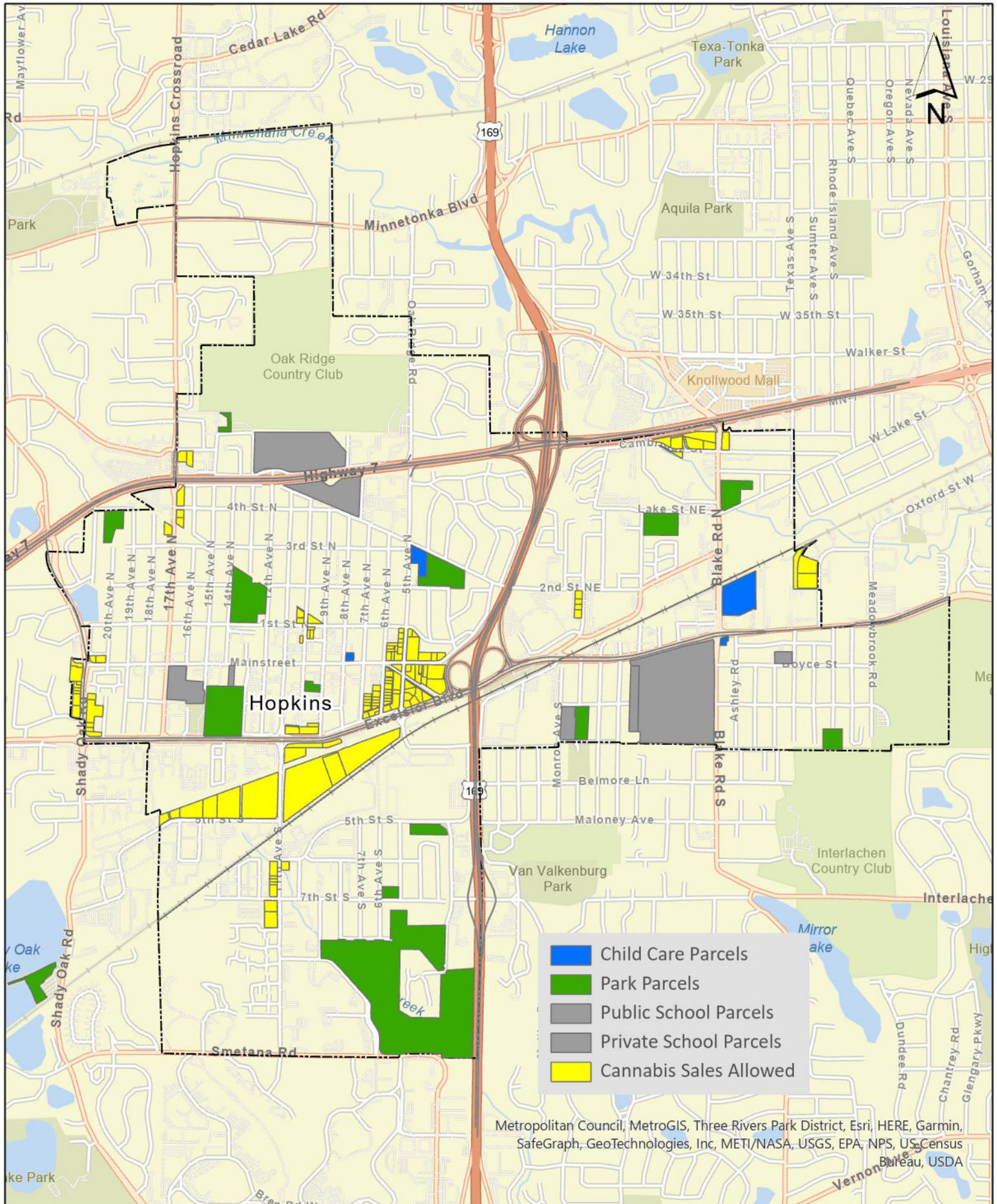
### **Municipal Cannabis**

- The City is able to operate its own municipal dispensary should it choose to do so. It is unclear at this time if the OCM will prioritize municipal applicants over other applicants. Staff is not planning to pursue this option at this time unless different direction is given by Council. This would require Staff to more deeply review what resources would be necessary to consider this option.

Staff has created a business license comparison for tobacco, liquor and the proposed cannabis sales. In addition, a map has been created with the proposed zoning setbacks as allowed by law. Both illustrations are attached to this report.

**FUTURE ACTION**

Staff will not be able to put an ordinance together before the end of the moratorium based off the currently outstanding items the state needs to determine. Staff plans to come back to Council to extend the moratorium and continue to discuss regulations that are in the City's control.



Metropolitan Council, MetroGIS, Three Rivers Park District, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

**Cannabis Sales Allowed Parcels**  
 Zoned parcels not within 1000' of a School, or 500' of a Park or Child Care  
 7/20/2023



	<b>Tobacco License</b>	<b>Vaping Establishment License</b>	<b>Off-Sale Liquor</b>	<b>Cannabis</b>
<b>Number of licenses issued 7/1</b>	19	1	9	
<b>License Limit</b>	None	1	9	Need to issue at least 2
<b>License Fee(s)</b>	\$200	\$100	\$200 (lower than State Statute 340A.408))	
<b>Distance requirement(s)</b>	Tobacco Sales Establishments prohibited within 500 feet of a public park, public or private school, church, daycare or the Hopkins Center for the Arts (Zoning Code 102-580 i)	Tobacco Sales Establishments prohibited within 500 feet of a public park, public or private school, church, daycare or the Hopkins Center for the Arts (Zoning Code 102-580 i)	No new off-sale intoxicating liquor license or off-sale 3.2 percent malt liquor license shall be granted for any building within 350 feet of any elementary or secondary school, daycare center or religious institution, existing exclusive off-sale liquor store, pawnshop, currency exchange, or any business licensed by the city as an adult oriented business.  The distance shall be a horizontal measurement from the nearest existing property line. (City Coder Sec. 4-105)*	Allowed to prohibit the operation of a cannabis business within 1,000 feet of a school or 500 feet of a day care, residential treatment facility, or an attraction within a public park that is regularly used by minors, including a playground or athletic field.
<b>Time of sales</b>	Not regulated	Not regulated	Follow State Statute (340A.504). No sale of intoxicating liquor may be made by an off-sale licensee: (1) on Sundays, except between the hours of 11:00 a.m. and 6:00 p.m.; (2) before 8:00 a.m. or after 10:00 p.m. on Monday through Saturday; (3) on Thanksgiving Day; (4) on Christmas Day, December 25; or (5) after 8:00 p.m. on Christmas Eve, December 24.	
<b>Prohibited Use</b>	It shall be unlawful for any person to light, inhale, or exhale tobacco, tobacco products, or tobacco related devices in any retail establishment, or for any tobacco license holder or licensee, or their employees, to permit the same. The vaping of e-cigarettes at a retail establishment and the sampling of vaping of e-cigarettes at a licensed vaping establishment are exempt from prohibition under this section (City Code Sec. 10-463)  No person may use tobacco products on city-owned parkland, park facilities, recreational or open spaces, except within the confine of a vehicle in a designated parking area. (Legislative Policy 5-G)	It shall be unlawful for any person to light, inhale, or exhale tobacco, tobacco products, or tobacco related devices in any retail establishment, or for any tobacco license holder or licensee, or their employees, to permit the same. The vaping of e-cigarettes at a retail establishment and the sampling of vaping of e-cigarettes at a licensed vaping establishment are exempt from prohibition under this section (City Code Sec. 10-463)		
<b>Size/Floor Space requirements</b>	**Considered an establishment if over 25% of the gross floor area is devoted to the sales and display of tobacco, tobacco products or tobacco-related devices (Zoning Code 102-540)		**Off-sale liquor stores may not exceed 5,000 square feet in gross floor area (Zoning Code 102-580 c)**	
<b>Compliance Checks</b>	All licensed premises (tobacco sales or vaping establishment) shall be open to inspection by the city police or other authorized city official during regular business hours. At least once per calendar year, an unannounced compliance check shall be conducted at each licensed retail establishment. (City Code Sec. 10-466)	Same as tobacco.		At least once per calendar year, required to conduct compliance checks of every cannabis business and hemp business with a retail registration.  Also required to “conduct unannounced age verification compliance checks at least once each calendar year.”
<b>Violation language</b>	City Code Sec. 10-467	City Code Sec. 10-467	City Code Sec. 4-82	There is limited authority to suspend a registration for up to 30 days. The OCM will review the suspension and may order reinstatement, additional suspension, revocation or other licensed based penalties or enforcement action. We may reinstate the registration if it determines that the violation has been cured. •We can impose civil penalties of up to \$2,000 for registration violations.

\* Includes instructions for measuring the distances

\*\*Certain zones restrict Tobacco Sales Establishments and Off-Sale Liquor Stores to no more than 25% of the building footprint (RX-TOD, RX-D, RX-N, IX-TOD) – see zoning map. For liquor, this was put in place to eliminate a “big box” from coming to Hopkins