

**HOPKINS CITY COUNCIL  
AGENDA  
Monday, January 31, 2022  
7:00 pm**

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

**Schedule**      HRA Meeting, 7 p.m. – City Council Meeting immediately following HRA Meeting

**I. CALL TO ORDER**

**II. ADOPT AGENDA**

**III. PRESENTATIONS**

**IV. CONSENT AGENDA**

1. Minutes of the January 18, 2022 City Council Meeting Proceedings
2. Amendment to the 2022 City Council Meeting Schedule; Domeier
3. Ratify Checks Issued in January 2022; Bishop
4. Approval of Resolution 2022-008 Approving the 2022-2025 Residential Waste Reduction and Recycling Grant Agreement with Hennepin County; Hove

**V. PUBLIC HEARING**

1. Public Hearing Regarding an Educational Facility and Consenting to the Issuance of Revenue Obligations by the City of Columbus for the Benefit of The Blake School; Bishop

**VI. OLD BUSINESS**

**VII. NEW BUSINESS**

1. Approve Final Plans and Order Bids – 2022 Trunk Watermain Rehabilitation, City Project 2021-05; Klingbeil
2. Declare Cost to be Assessed and Order Assessment Hearing – 2022 Street and Utility Improvements, City Project 2021-010; Klingbeil
3. First Reading: Ordinance Amending Chapter 38 of the Hopkins City Code regarding electric assisted bicycles and motorized foot scooters and micromobility sharing options; Imihy Bean

**VIII. PUBLIC COMMENT**

**IX. ANNOUNCEMENTS**

- Next City Council Work Session: Tuesday, February 8 at 6:30 p.m.
- Next City Council Regular Meeting: Tuesday, February 15 at 7 p.m.

**X. ADJOURN**

**DUE TO THE COVID-19 HEALTH PANDEMIC, THE CITY COUNCIL'S REGULAR MEETING PLACE IS NOT AVAILABLE TO THE PUBLIC. MEMBERS OF THE PUBLIC WHO DESIRE TO VIEW THE MEETING REMOTELY OR GIVE INPUT OR TESTIMONY DURING THE MEETING CAN FIND INSTRUCTIONS AT [www.hopkinsmn.com/virtualmeetings](http://www.hopkinsmn.com/virtualmeetings) OR BY CALLING CITY HALL AT 952-548-6302 (DURING NORMAL BUSINESS HOURS 8 AM TO 4:30 PM.)**

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
JANUARY 18, 2022**

**CALL TO ORDER**

Pursuant to due call and notice thereof a regular meeting of the Hopkins City Council was held on by virtual means pursuant to Minnesota Statute 13D.021 in response to the COVID-19 emergency on Tuesday, January 18, 2022 at 7:00 p.m.

Mayor Pro Tempore Hunke called the meeting to order and conducted roll call of City Council participating in the meeting. Council Members Balan, Beck and Garrido attending. Mayor Hanlon was absent. Others attending included City Manager Mornson, Public Works Director Stanley, Director of Planning and Development Elverum, Assistant City Manager Lenz and Management Analyst Imihy Bean.

Mayor Hanlon provided information on the meeting format and other opening remarks.

**ADOPT AGENDA**

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

**Motion** to Adopt the Agenda.

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

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

**PRESENTATION**

**III.1. Update on Organics Educational Opportunities; Yang**

GreenCorps Member Yang provided an update the curbside organics program and information on educational session. Brief discussion was held about the contract changes with Republic Services.

**CONSENT AGENDA**

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

**Motion** to Approve the Consent Agenda.

1. Minutes of the January 4, 2022 City Council Regular Meeting Proceedings
2. Minutes of the January 6, 2022 City Council Retreat Proceedings
3. Minutes of the January 7, 2022 City Council and Staff Retreat Proceedings
4. Minutes of the January 11, 2022 City Council Special Meeting Proceedings
5. Approval of the Pay Equity Implementation Report; Lenz

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

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

**PUBLIC COMMENT**

Mayor Pro Tempore Hunke read a public comment submitted by Austin Hatch, 22 14<sup>th</sup> Avenue North, expressing that he does not support the mask mandate.

**ANNOUNCEMENTS**

Mayor Pro Tempore provided the upcoming meeting schedule.

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
JANUARY 18, 2022**

**ADJOURNMENT**

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

**Motion** to adjourn.

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

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

The meeting adjourned at 7:19 p.m.

Respectfully Submitted,  
Amy Domeier, City Clerk

ATTEST:

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Patrick Hanlon, Mayor

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Amy Domeier, City Clerk



## **Amendment to the 2022 City Council Meeting Schedule**

### **Proposed Action.**

Staff recommends adoption of the following motion: Move to approve the Amendment to the 2022 City Council Meeting Schedule.

The Amendment would change the meetings scheduled for June 20 and November 15.

### **Overview:**

The City Council is scheduled to meet on Tuesday, June 21. The Annual LMC Conference also starts on June 21. Staff is proposing moving the meeting to Monday, June 20.

The City Council is scheduled to meet on Tuesday, November 15. Due to the NLC City Summit scheduling, staff is proposing moving the meeting to Monday, November 14.

Regular City Council meetings will be held the first and third Tuesday of each month at 7:00 p.m. Work Session meetings will be held the second Tuesday of each month at 6:30 p.m. and/or immediately following the adjournment of regular Council meetings. Occasionally meeting dates are changed to avoid conflicts with holidays or other events.

### **Primary Issues to Consider:**

- When creating the calendar staff attempts to foresee all dates and times for meeting, and attempts to address as many potential conflicts as possible; there are times where a special meeting may need to be scheduled during the course of the year.

A handwritten signature in blue ink, which appears to read "Amy Domeier", is written above a horizontal line.

Amy Domeier, City Clerk

# CITY OF HOPKINS

**FINANCE DEPARTMENT**

## MEMORANDUM

Date: January 27, 2022  
To: Honorable Mayor and Members of the City Council  
From: Nicholas Bishop, Finance Director  
Subject: Ratify Checks Issued in January 2022

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The checks issued between December 30, 2021 and January 27, 2022 were number 125550 through 125846, for a total distribution of \$1,641,880.38.

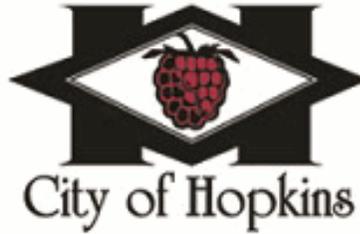
The checks issued, along with the purpose for those payments are attached for your review.

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

# Accounts Payable

## Checks by Date - Summary by Check Date

User: jthoennes  
Printed: 1/27/2022 9:28 AM



1010 First Street South  
Hopkins, MN 55343

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

| Check No              | Vendor No | Vendor Name                   | Check Date | Check Amount |
|-----------------------|-----------|-------------------------------|------------|--------------|
| 125550                | 19567     | SOUTHWEST SUB CABLE COMM      | 12/30/2021 | 631.00       |
| Total for 12/30/2021: |           |                               |            | 631.00       |
| 125551                | 31201     | MATT SAXE CHEVORLET BUICK     | 01/05/2022 | 73,068.44    |
| Total for 1/5/2022:   |           |                               |            | 73,068.44    |
| 125552                | 03330     | CITY OF PLYMOUTH              | 01/06/2022 | 4,067.79     |
| 125553                | 26951     | COMCAST                       | 01/06/2022 | 2.09         |
| 125554                | 26951     | COMCAST                       | 01/06/2022 | 348.35       |
| 125555                | 26951     | COMCAST                       | 01/06/2022 | 69.95        |
| 125556                | 26951     | COMCAST                       | 01/06/2022 | 10.45        |
| 125557                | 26951     | COMCAST                       | 01/06/2022 | 286.85       |
| 125558                | 31202     | CRIME STOPPERS OF MINNESOTA   | 01/06/2022 | 200.00       |
| 125559                | 30555     | MARGARET GONGOLL              | 01/06/2022 | 405.00       |
| 125560                | 30048     | RICH HILL                     | 01/06/2022 | 500.00       |
| 125561                | 09085     | ICMA - ROTH IRA - 706260      | 01/06/2022 | 1,890.40     |
| 125562                | 11583     | KONE INC                      | 01/06/2022 | 418.98       |
| 125563                | 03369     | LEAGUE OF MN CITIES           | 01/06/2022 | 225.00       |
| 125564                | 13012     | MACQUEEN EQUIPMENT INC        | 01/06/2022 | 385,181.00   |
| 125565                | 13182     | METROPOLITAN AREA MANAGERS A  | 01/06/2022 | 45.00        |
| 125566                | 13179     | METROPOLITAN COUNCIL          | 01/06/2022 | 141,536.23   |
| 125567                | 29177     | RENEE A MEUWISSEN             | 01/06/2022 | 345.00       |
| 125568                | 31189     | MINNEAPOLIS REGIONAL CHAMBER  | 01/06/2022 | 776.00       |
| 125569                | 30156     | MINNESOTA CONCRETE COUNCIL    | 01/06/2022 | 25.00        |
| 125570                | 13354     | MN BENEFIT ASSOCIATION        | 01/06/2022 | 37.18        |
| 125571                | 13362     | MN CHIEFS OF POLICE ASSOC     | 01/06/2022 | 180.00       |
| 125572                | 30600     | ROBERT OLSON                  | 01/06/2022 | 435.00       |
| 125573                | 15521     | ON SITE COMPANIES             | 01/06/2022 | 695.24       |
| 125574                | 30695     | RAVE WIRELESS INC             | 01/06/2022 | 5,500.00     |
| 125575                | 09084     | ICMA RETIREMENT TRUST- 300824 | 01/06/2022 | 2,778.62     |
| 125576                | 30091     | RAY STAFFORD                  | 01/06/2022 | 480.00       |
| 125577                | 19805     | SUSA                          | 01/06/2022 | 125.00       |
| 125578                | 29969     | THREE RIVERS PARK DISTRICT    | 01/06/2022 | 72.00        |
| 125579                | 29585     | TRI-COUNTY LAW ENFORCEMENT    | 01/06/2022 | 75.00        |
| 125580                | 28422     | ADVANCED IMAGING SOLUTIONS    | 01/06/2022 | 4,785.41     |
| 125581                | 28600     | APPLE VALLEY FORD LINCOLN     | 01/06/2022 | 403.31       |
| 125582                | 01728     | ASTLEFORD INTERNATL & ISUZU   | 01/06/2022 | 22.10        |
| 125583                | 02047     | BADGER METER INC              | 01/06/2022 | 224.58       |
| 125584                | 29817     | GARY BINGER                   | 01/06/2022 | 2,900.00     |
| 125586                | 30127     | CINTAS CORPORATION NO. 2      | 01/06/2022 | 61.70        |
| 125587                | 03640     | CPT SERVICES, INC             | 01/06/2022 | 9,761.48     |
| 125588                | 28747     | CULLIGAN BOTTLED WATER CO     | 01/06/2022 | 168.07       |
| 125589                | 27569     | EMERGENCY AUTOMOTIVE TECHNO   | 01/06/2022 | 239.54       |
| 125590                | 28628     | FLEETPRIDE INC                | 01/06/2022 | 85.26        |
| 125591                | 06567     | FORCE AMERICA                 | 01/06/2022 | 220.00       |

| Check No            | Vendor No | Vendor Name                 | Check Date | Check Amount |
|---------------------|-----------|-----------------------------|------------|--------------|
| 125592              | 29377     | GRAINGER, INC               | 01/06/2022 | 34.10        |
| 125593              | 31143     | SARA HALPERN                | 01/06/2022 | 395.00       |
| 125594              | 08038     | HAWKINS, INC                | 01/06/2022 | 6,288.54     |
| 125595              | 08576     | HOPKINS F.D. RELIEF ASSOC   | 01/06/2022 | 930.00       |
| 125596              | 08576     | HOPKINS F.D. RELIEF ASSOC   | 01/06/2022 | 150.00       |
| 125597              | 09578     | INNOVATIVE OFFICE SOLUTIONS | 01/06/2022 | 976.50       |
| 125598              | 28189     | INSTY PRINTS                | 01/06/2022 | 70.73        |
| 125599              | 09002     | I-STATE TRUCK CENTER        | 01/06/2022 | 148.18       |
| 125600              | 30269     | JANELLE JASPERS JONES       | 01/06/2022 | 320.00       |
| 125601              | 10560     | JOHN HENRY FOSTER MN        | 01/06/2022 | 2,160.78     |
| 125602              | 11583     | KONE INC                    | 01/06/2022 | 280.03       |
| 125603              | 31186     | STEPHANIE G MCDONALD        | 01/06/2022 | 100.00       |
| 125604              | 30363     | MINNEAPOLIS OXYGEN COMPANY  | 01/06/2022 | 75.52        |
| 125605              | 30300     | NORDIC SOLAR HOLDCO LLC     | 01/06/2022 | 2,656.29     |
| 125606              | 16337     | PIRTEK PLYMOUTH             | 01/06/2022 | 329.12       |
| 125607              | 18800     | RUFFRIDGE JOHNSON EQUIPMENT | 01/06/2022 | 128.02       |
| 125608              | 19085     | SCHINDLER ELEVATOR CORP     | 01/06/2022 | 310.45       |
| 125609              | 29143     | SHRED IT USA                | 01/06/2022 | 67.49        |
| 125610              | 19520     | SNAP PRINT INC              | 01/06/2022 | 147.56       |
| 125611              | 29200     | SPRINGBROOK SOFTWARE INC    | 01/06/2022 | 402.75       |
| 125612              | 19602     | SPS COMPANIES INC           | 01/06/2022 | 439.55       |
| 125613              | 31157     | THOMPSON INSPECTIONS INC    | 01/06/2022 | 1,409.25     |
| 125614              | 20294     | THYSSENKRUPP ELEVATOR       | 01/06/2022 | 459.04       |
| 125615              | 29466     | VERIZON WIRELESS            | 01/06/2022 | 1,171.44     |
| 125616              | 29473     | VERIZON WIRELESS            | 01/06/2022 | 334.78       |
| 125617              | 29475     | VERIZON WIRELESS            | 01/06/2022 | 105.03       |
| 125618              | 31103     | VIKING ELECTRIC             | 01/06/2022 | 53.39        |
| 125619              | 30044     | W.L. HALL CO.               | 01/06/2022 | 702.00       |
| 125620              | 27900     | WATER CONSERVATION SERVICES | 01/06/2022 | 311.28       |
| 125621              | 25080     | XCEL ENERGY                 | 01/06/2022 | 592.03       |
| 125622              | 25080     | XCEL ENERGY                 | 01/06/2022 | 962.92       |
| 125623              | 25080     | XCEL ENERGY                 | 01/06/2022 | 2,526.38     |
| 125624              | 26320     | ZIEGLER, INC                | 01/06/2022 | 1,739.37     |
| Total for 1/6/2022: |           |                             |            | 592,360.10   |
| 1082022             | 29950     | CREDIT CARD - WELLS FARGO   | 01/08/2022 | 38,347.54    |
| Total for 1/8/2022: |           |                             |            | 38,347.54    |
| 125625              | 01543     | ANCOM COMMUNICATIONS INC    | 01/13/2022 | 631.25       |
| 125626              | 27822     | BRADS PRO AUDIO             | 01/13/2022 | 350.00       |
| 125627              | 26951     | COMCAST                     | 01/13/2022 | 14.63        |
| 125628              | 26951     | COMCAST                     | 01/13/2022 | 135.97       |
| 125629              | 31032     | COVERALL NORTH AMERICA      | 01/13/2022 | 5,423.50     |
| 125630              | 28747     | CULLIGAN BOTTLED WATER CO   | 01/13/2022 | 188.47       |
| 125631              | 05483     | EMBEDDED SYSTEMS, INC       | 01/13/2022 | 830.25       |
| 125632              | 31203     | LISA M FISCHER              | 01/13/2022 | 6,000.00     |
| 125633              | 30095     | HAMLIN SCHOOL OF BUSINESS   | 01/13/2022 | 1,300.00     |
| 125634              | 08620     | HOPKINS ROTARY              | 01/13/2022 | 500.00       |
| 125635              | 31037     | IDENTITY AUTOMATION LP      | 01/13/2022 | 2,400.00     |
| 125636              | 09521     | INDELCO                     | 01/13/2022 | 87.62        |
| 125637              | 09002     | I-STATE TRUCK CENTER        | 01/13/2022 | 36.02        |
| 125638              | 29858     | KNOWBE4, INC.               | 01/13/2022 | 2,932.20     |
| 125639              | 03369     | LEAGUE OF MN CITIES         | 01/13/2022 | 50.00        |
| 125640              | 30145     | ZACH LUNDBERG               | 01/13/2022 | 2,675.00     |
| 125641              | 28665     | METRO ALARM & LOCK          | 01/13/2022 | 450.00       |

| Check No | Vendor No | Vendor Name                     | Check Date | Check Amount |
|----------|-----------|---------------------------------|------------|--------------|
| 125642   | 13173     | METRO CHIEF FIRE OFFICERS ASSN  | 01/13/2022 | 200.00       |
| 125643   | 13172     | METRO ELEVATOR, INC             | 01/13/2022 | 175.00       |
| 125644   | 13179     | METROPOLITAN COUNCIL            | 01/13/2022 | 141,536.23   |
| 125645   | 30078     | MN POLICE & PEACE OFFICER ASSOC | 01/13/2022 | 150.00       |
| 125646   | 13351     | MN STATE FIRE CHIEFS ASSOC.     | 01/13/2022 | 700.00       |
| 125647   | 13404     | MN STATE FIRE DEPARTMENT ASSOC  | 01/13/2022 | 450.00       |
| 125648   | 28540     | OAK RIDGE COUNTRY CLUB          | 01/13/2022 | 704.44       |
| 125649   | 16166     | PETTY CASH                      | 01/13/2022 | 300.00       |
| 125650   | 16687     | PRO-TEC DESIGN INC              | 01/13/2022 | 240.00       |
| 125651   | 30199     | PULSE ELECTRIC                  | 01/13/2022 | 270.00       |
| 125652   | 17806     | QWEST CORP                      | 01/13/2022 | 60.76        |
| 125653   | 28779     | SAFEASSURE CONSULTANTS INC      | 01/13/2022 | 7,375.10     |
| 125654   | 28240     | SESAC RIGHTS MGMT INC           | 01/13/2022 | 513.00       |
| 125655   | 19581     | SOUTHWEST LOCK & KEY            | 01/13/2022 | 1,740.00     |
| 125656   | 19602     | SPS COMPANIES INC               | 01/13/2022 | 11.29        |
| 125657   | 19777     | STREICHERS                      | 01/13/2022 | 99.99        |
| 125658   | 30052     | VASKE COMPUTER, INC.            | 01/13/2022 | 6,800.00     |
| 125659   | 22563     | VOSS LIGHTING                   | 01/13/2022 | 141.00       |
| 125660   | 28123     | WRAP CITY GRAPHICS INC          | 01/13/2022 | 360.00       |
| 125661   | 01095     | DANIEL ARETZ                    | 01/13/2022 | 515.00       |
| 125662   | 02031     | B & W SPECIALTY COFFEE CO       | 01/13/2022 | 321.07       |
| 125663   | 02361     | BAKKE KOPP BALLOU & MCFARLIN I  | 01/13/2022 | 1,920.00     |
| 125664   | 02563     | BOLTON & MENK, INC              | 01/13/2022 | 64,458.10    |
| 125665   | 02811     | BUREAU OF CRIMINAL APPREHENSIC  | 01/13/2022 | 750.00       |
| 125666   | 29416     | CDW GOVERNMENT                  | 01/13/2022 | 14,300.00    |
| 125667   | 03160     | CENTERPOINT ENERGY MINNEGASCI   | 01/13/2022 | 33.01        |
| 125668   | 28981     | CHESTNUT CAMBRONNE PA           | 01/13/2022 | 14,984.59    |
| 125669   | 30127     | CINTAS CORPORATION NO. 2        | 01/13/2022 | 391.07       |
| 125670   | 03628     | COMMERCIAL ASPHALT CO           | 01/13/2022 | 2,347.56     |
| 125671   | 03800     | CULLIGAN - METRO                | 01/13/2022 | 200.12       |
| 125672   | 03800     | CULLIGAN - METRO                | 01/13/2022 | 98.55        |
| 125673   | 29303     | DIVERSIFIED COFFEE PRODUCTS     | 01/13/2022 | 259.00       |
| 125674   | 04690     | DRISKILLS FOODS                 | 01/13/2022 | 86.66        |
| 125675   | 28898     | ECM PUBLISHERS INC              | 01/13/2022 | 59.50        |
| 125676   | 29006     | ENTERPRISE FLEET MANAGEMENT     | 01/13/2022 | 7,595.55     |
| 125677   | 27492     | FRIENDS OF THE HOPKINS          | 01/13/2022 | 2,114.11     |
| 125678   | 07564     | GOPHER STATE ONE-CALL, INC      | 01/13/2022 | 83.70        |
| 125679   | 08001     | HACH COMPANY                    | 01/13/2022 | 760.91       |
| 125680   | 31204     | PORAT HAMMARBERG                | 01/13/2022 | 75.00        |
| 125681   | 29060     | HD SUPPLY FACILITIES MAINTENANC | 01/13/2022 | 709.61       |
| 125682   | 08179     | HENNEPIN CTY TREASURER          | 01/13/2022 | 2,911.47     |
| 125683   | 08192     | HENNEPIN CTY TREASURER          | 01/13/2022 | 8,767.92     |
| 125684   | 08224     | HENNEPIN CTY TREASURER          | 01/13/2022 | 82,500.00    |
| 125685   | 08224     | HENNEPIN CTY TREASURER          | 01/13/2022 | 85,000.00    |
| 125686   | 27454     | HENNEPIN CTY TREASURER          | 01/13/2022 | 8,030.66     |
| 125687   | 08336     | HIRSHFIELDS                     | 01/13/2022 | 5.19         |
| 125688   | 03369     | LEAGUE OF MN CITIES             | 01/13/2022 | 200.00       |
| 125689   | 29529     | LEXISNEXIS RISK SOLUTIONS       | 01/13/2022 | 91.06        |
| 125690   | 30179     | MEDIANEWS GROUP, INC.           | 01/13/2022 | 1,037.50     |
| 125691   | 13275     | MICRO CENTER                    | 01/13/2022 | 1,133.88     |
| 125692   | 27880     | MORECOM INC                     | 01/13/2022 | 21,166.76    |
| 125693   | 16700     | PRAIRIE ELECTRIC COMPANY        | 01/13/2022 | 32.00        |
| 125694   | 30901     | SERVICE RESTORATION             | 01/13/2022 | 130.00       |
| 125695   | 30495     | SPEEDWAY LLC                    | 01/13/2022 | 55.00        |
| 125696   | 29200     | SPRINGBROOK SOFTWARE INC        | 01/13/2022 | 1,304.50     |
| 125697   | 19777     | STREICHERS                      | 01/13/2022 | 3,547.96     |
| 125698   | 20560     | TOLL GAS & WELDING SUPPLY       | 01/13/2022 | 256.74       |

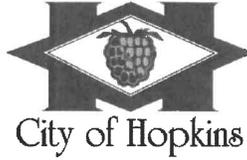
| Check No             | Vendor No | Vendor Name                    | Check Date | Check Amount |
|----------------------|-----------|--------------------------------|------------|--------------|
| 125699               | 30093     | TRANSUNION RISK AND ALTERNATIV | 01/13/2022 | 191.00       |
| 125700               | 30189     | VAN PAPER SUPPLY COMPANY       | 01/13/2022 | 123.88       |
| 125701               | 29458     | VERIZON WIRELESS               | 01/13/2022 | 2,234.88     |
| 125702               | 30819     | VERIZON WIRELESS               | 01/13/2022 | 240.06       |
| 125703               | 28624     | MICHEAL J WHITE                | 01/13/2022 | 246.95       |
| 125704               | 28123     | WRAP CITY GRAPHICS INC         | 01/13/2022 | 180.00       |
| 125705               | 25080     | XCEL ENERGY                    | 01/13/2022 | 24.18        |
| 125706               | 25080     | XCEL ENERGY                    | 01/13/2022 | 36.02        |
| 125707               | 25080     | XCEL ENERGY                    | 01/13/2022 | 10,860.43    |
| Total for 1/13/2022: |           |                                |            | 528,202.87   |
| 1182022              | 31205     | THE KURLAND AGENCY, INC.       | 01/18/2022 | 6,000.00     |
| 1182023              | 29692     | SCOTT SOUTHARD TALEN, INC.     | 01/18/2022 | 4,500.00     |
| Total for 1/18/2022: |           |                                |            | 10,500.00    |
| 125708               | 29535     | ADVANCED ENGINEERING           | 01/20/2022 | 3,524.25     |
| 125709               | 31081     | ALLEN'S SERVICE                | 01/20/2022 | 168.00       |
| 125710               | 28600     | APPLE VALLEY FORD LINCOLN      | 01/20/2022 | 63.51        |
| 125711               | 29836     | ANDREA CANTER                  | 01/20/2022 | 455.00       |
| 125712               | 29416     | CDW GOVERNMENT                 | 01/20/2022 | 30,000.00    |
| 125713               | 28987     | CENTER FOR ENERGY & ENVIRONMN  | 01/20/2022 | 220.00       |
| 125714               | 03160     | CENTERPOINT ENERGY MINNEGASCI  | 01/20/2022 | 16,429.41    |
| 125715               | 04161     | DEALER AUTOMOTIVE SERVICES INC | 01/20/2022 | 223.91       |
| 125716               | 05282     | EHLERS AND ASSOCIATES, INC     | 01/20/2022 | 25,710.00    |
| 125717               | 30601     | FAE LSE 8 LLC                  | 01/20/2022 | 3,623.89     |
| 125718               | 29377     | GRAINGER, INC                  | 01/20/2022 | 33.41        |
| 125719               | 08223     | HENNEPIN CTY TREASURER         | 01/20/2022 | 10,732.11    |
| 125720               | 29249     | JR'S ADVANCED RECYCLERS        | 01/20/2022 | 30.00        |
| 125721               | 03369     | LEAGUE OF MN CITIES            | 01/20/2022 | 10.00        |
| 125722               | 30668     | LINDA MARIE LEE                | 01/20/2022 | 122.50       |
| 125723               | 28726     | KAREN LEGENHAUSEN              | 01/20/2022 | 70.00        |
| 125724               | 13012     | MACQUEEN EQUIPMENT INC         | 01/20/2022 | 303.75       |
| 125725               | 28599     | MN PUBLIC RADIO                | 01/20/2022 | 828.00       |
| 125726               | 31064     | MR CUTTING EDGE LLC            | 01/20/2022 | 38.00        |
| 125727               | 31207     | NUSS TRUCK GROUP INC           | 01/20/2022 | 118.71       |
| 125728               | 29317     | OFFICE OF MN IT SERVICES       | 01/20/2022 | 383.25       |
| 125729               | 31120     | REPUBLIC SERVICES INC          | 01/20/2022 | 14,494.10    |
| 125730               | 20887     | TWIN CITY WATER CLINIC         | 01/20/2022 | 340.00       |
| 125731               | 22002     | VALLEY-RICH COMPANY, INC       | 01/20/2022 | 10,085.65    |
| 125732               | 29490     | VERIZON WIRELESS               | 01/20/2022 | 1,275.20     |
| 125733               | 31206     | CAROL JOY WINGARD              | 01/20/2022 | 140.00       |
| 125734               | 26320     | ZIEGLER, INC                   | 01/20/2022 | 727.63       |
| 125735               | 30364     | ABDO, EICK & MEYERS, LLP       | 01/20/2022 | 9,500.00     |
| 125736               | 01125     | ADT SECURITY SERVICES          | 01/20/2022 | 335.04       |
| 125737               | 30728     | AFSCME COUNCIL 5               | 01/20/2022 | 882.80       |
| 125738               | 28600     | APPLE VALLEY FORD LINCOLN      | 01/20/2022 | 44.42        |
| 125739               | 02031     | B & W SPECIALTY COFFEE CO      | 01/20/2022 | 169.79       |
| 125740               | 30899     | BAUERS MINNOCO                 | 01/20/2022 | 50.64        |
| 125741               | 31208     | DENIS BOCI-BEAIRD              | 01/20/2022 | 30.00        |
| 125742               | 30127     | CINTAS CORPORATION NO. 2       | 01/20/2022 | 161.58       |
| 125743               | 26951     | COMCAST                        | 01/20/2022 | 404.74       |
| 125744               | 26951     | COMCAST                        | 01/20/2022 | 153.35       |
| 125745               | 26951     | COMCAST                        | 01/20/2022 | 348.35       |
| 125746               | 03800     | CULLIGAN - METRO               | 01/20/2022 | 77.84        |
| 125747               | 05484     | EMBROIDERY SHOP                | 01/20/2022 | 1,411.83     |

| Check No             | Vendor No | Vendor Name                      | Check Date | Check Amount |
|----------------------|-----------|----------------------------------|------------|--------------|
| 125748               | 29398     | ENTERPRISE FLEET MANAGEMENT      | 01/20/2022 | 2,207.93     |
| 125749               | 29491     | FERGUSON WATERWORKS #2518        | 01/20/2022 | 5,945.10     |
| 125750               | 07564     | GOPHER STATE ONE-CALL, INC       | 01/20/2022 | 50.00        |
| 125751               | 07681     | GRAINGER, INC                    | 01/20/2022 | 15.86        |
| 125752               | 29377     | GRAINGER, INC                    | 01/20/2022 | 211.02       |
| 125753               | 08001     | HACH COMPANY                     | 01/20/2022 | 490.20       |
| 125754               | 28979     | HILLYARD INC                     | 01/20/2022 | 47.75        |
| 125755               | 08625     | HOPKINS POLICE ASSOCIATION       | 01/20/2022 | 1,320.00     |
| 125756               | 08620     | HOPKINS ROTARY                   | 01/20/2022 | 250.00       |
| 125757               | 09801     | I.U.O.E. CENTRAL PENSION FUND    | 01/20/2022 | 1,760.00     |
| 125758               | 09085     | ICMA - ROTH IRA - 706260         | 01/20/2022 | 1,890.40     |
| 125759               | 30717     | IMAGETREND INC                   | 01/20/2022 | 2,705.30     |
| 125760               | 09534     | INTERSTATE BATTERY SYSTEM        | 01/20/2022 | 635.80       |
| 125761               | 28601     | JENN ARI GROUP                   | 01/20/2022 | 2,564.67     |
| 125762               | 29249     | JR'S ADVANCED RECYCLERS          | 01/20/2022 | 125.00       |
| 125763               | 30678     | WILLIAM RAYMOND LAMBACH          | 01/20/2022 | 6,660.00     |
| 125764               | 12012     | LAW ENFORCEMENT LABOR SERVICE    | 01/20/2022 | 390.00       |
| 125765               | 30440     | LEADSONLINE LLC                  | 01/20/2022 | 2,933.00     |
| 125766               | 03369     | LEAGUE OF MN CITIES              | 01/20/2022 | 10.00        |
| 125767               | 30392     | CIGNA LIFE INS COMP OF AMERICA - | 01/20/2022 | 603.94       |
| 125768               | 30391     | CIGNA LIFE INS COMP OF AMERICA - | 01/20/2022 | 2,759.70     |
| 125769               | 30390     | CIGNA LIFE INS COMP OF AMERICA - | 01/20/2022 | 3,016.41     |
| 125770               | 30023     | CIGNA LIFE INS COMP OF N AMERICA | 01/20/2022 | 952.90       |
| 125771               | 29059     | MANSFIELD OIL COMPANY            | 01/20/2022 | 21,295.69    |
| 125772               | 27050     | METRO CITIES                     | 01/20/2022 | 7,022.00     |
| 125773               | 30078     | MN POLICE & PEACE OFFICER ASSOC  | 01/20/2022 | 456.00       |
| 125774               | 31137     | MRWA                             | 01/20/2022 | 600.00       |
| 125775               | 29331     | POSTMASTER                       | 01/20/2022 | 265.00       |
| 125776               | 18164     | RED WING BUSINESS ADVANTAGE AC   | 01/20/2022 | 152.99       |
| 125777               | 08568     | RESOURCE WEST                    | 01/20/2022 | 15.40        |
| 125778               | 09084     | ICMA RETIREMENT TRUST- 300824    | 01/20/2022 | 2,653.63     |
| 125779               | 19004     | SAMARITAN TIRE COMPANY           | 01/20/2022 | 563.76       |
| 125780               | 28834     | SHI INTERNATIONAL CORP           | 01/20/2022 | 3,262.00     |
| 125781               | 19567     | SOUTHWEST SUB CABLE COMM         | 01/20/2022 | 3,576.00     |
| 125782               | 29200     | SPRINGBROOK SOFTWARE INC         | 01/20/2022 | 46,222.40    |
| 125783               | 28590     | ST CLOUD STATE UNIV              | 01/20/2022 | 455.00       |
| 125784               | 20120     | TDS METROCOM - MN                | 01/20/2022 | 345.63       |
| 125785               | 20687     | TRI-STATE BOBCAT INC             | 01/20/2022 | 1,109.29     |
| 125786               | 21523     | UNION LOCAL 49                   | 01/20/2022 | 770.00       |
| 125787               | 21529     | UNITED WAY                       | 01/20/2022 | 38.46        |
| 125788               | 30189     | VAN PAPER SUPPLY COMPANY         | 01/20/2022 | 245.77       |
| 125789               | 31128     | VIKING AUTOMATIC SPRINKLER       | 01/20/2022 | 2,350.00     |
| 125790               | 26320     | ZIEGLER, INC                     | 01/20/2022 | 17.50        |
| Total for 1/20/2022: |           |                                  |            | 262,682.16   |
| 11820222             | 31211     | LOGAN BOSEMER                    | 01/26/2022 | 4,500.00     |
| Total for 1/26/2022: |           |                                  |            | 4,500.00     |
| 125791               | 01328     | AIRGAS USA                       | 01/27/2022 | 173.18       |
| 125792               | 29416     | CDW GOVERNMENT                   | 01/27/2022 | 927.88       |
| 125793               | 28430     | CENTURY LINK                     | 01/27/2022 | 686.95       |
| 125794               | 31209     | MOLLY F CORRICK                  | 01/27/2022 | 28.00        |
| 125795               | 27569     | EMERGENCY AUTOMOTIVE TECHNO      | 01/27/2022 | 14,233.95    |
| 125796               | 29070     | ENGAGE PRINT INC                 | 01/27/2022 | 865.00       |
| 125797               | 08166     | HENNEPIN CTY TREASURER           | 01/27/2022 | 3,228.90     |

| Check No | Vendor No | Vendor Name                     | Check Date | Check Amount |
|----------|-----------|---------------------------------|------------|--------------|
| 125798   | 08166     | HENNEPIN CTY TREASURER          | 01/27/2022 | 1,760.52     |
| 125799   | 27248     | HENNEPIN CTY TREASURER          | 01/27/2022 | 1,223.50     |
| 125800   | 12009     | J. H. LARSON COMPANY            | 01/27/2022 | 43.44        |
| 125801   | 11161     | KENNEDY & GRAVEN, CHARTERED     | 01/27/2022 | 28,598.67    |
| 125802   | 30096     | MASTER CRAFT LABELS, INC.       | 01/27/2022 | 546.30       |
| 125803   | 13383     | MN FIRE SERVICE CERT BOARD      | 01/27/2022 | 120.00       |
| 125804   | 31210     | CAROLINE P SCHWERT              | 01/27/2022 | 1,015.00     |
| 125805   | 19824     | SUNSHINE CAR WASH               | 01/27/2022 | 96.02        |
| 125806   | 29729     | T-MOBILE USA, INC.              | 01/27/2022 | 1,200.00     |
| 125807   | 28757     | SCOTT C VADNAIS                 | 01/27/2022 | 799.50       |
| 125808   | 31129     | ACTIVE911 INC                   | 01/27/2022 | 625.00       |
| 125809   | 28600     | APPLE VALLEY FORD LINCOLN       | 01/27/2022 | 43.00        |
| 125810   | 02361     | BAKKE KOPP BALLOU & MCFARLIN I  | 01/27/2022 | 1,440.00     |
| 125811   | 27822     | BRADS PRO AUDIO                 | 01/27/2022 | 500.00       |
| 125812   | UB*00724  | HELEN CANNING                   | 01/27/2022 | 108.82       |
| 125813   | 26951     | COMCAST                         | 01/27/2022 | 296.85       |
| 125814   | 26951     | COMCAST                         | 01/27/2022 | 142.42       |
| 125815   | 14561     | COMPASS MINERALS AMERICA        | 01/27/2022 | 14,482.97    |
| 125816   | 30729     | DAVID DUXBURY                   | 01/27/2022 | 22.00        |
| 125817   | 27569     | EMERGENCY AUTOMOTIVE TECHNO     | 01/27/2022 | 1,598.73     |
| 125818   | 29748     | HENNEPIN COUNTY PUBLIC WORKS    | 01/27/2022 | 9,911.35     |
| 125819   | 27248     | HENNEPIN CTY TREASURER          | 01/27/2022 | 5,299.42     |
| 125820   | 08336     | HIRSHFIELDS                     | 01/27/2022 | 197.31       |
| 125821   | UB*00722  | STEVE HUIRAS                    | 01/27/2022 | 54.76        |
| 125822   | 30087     | INTEGRITY EMPLOYEE BENEFITS, LL | 01/27/2022 | 2,745.60     |
| 125823   | 09002     | I-STATE TRUCK CENTER            | 01/27/2022 | 120.40       |
| 125824   | 31213     | KATHY MATTEA INC                | 01/27/2022 | 4,500.00     |
| 125825   | 31212     | EMILY KEARNS                    | 01/27/2022 | 155.54       |
| 125826   | UB*00723  | CHARLES M LANO                  | 01/27/2022 | 33.59        |
| 125827   | 03369     | LEAGUE OF MN CITIES             | 01/27/2022 | 3,150.00     |
| 125828   | 03369     | LEAGUE OF MN CITIES             | 01/27/2022 | 450.00       |
| 125829   | 30145     | ZACH LUNDBERG                   | 01/27/2022 | 350.00       |
| 125830   | UB*00725  | CHRISTOPHER LYND                | 01/27/2022 | 25.99        |
| 125831   | 29703     | MID-STATES ORGANIZED CRIME INF  | 01/27/2022 | 200.00       |
| 125832   | 30597     | JUSTIN MICHAEL MILLER           | 01/27/2022 | 300.00       |
| 125833   | 26974     | O'REILLY AUTO PARTS             | 01/27/2022 | 81.78        |
| 125834   | UB*00721  | AASHISH PARMAR                  | 01/27/2022 | 16.86        |
| 125835   | 29331     | POSTMASTER                      | 01/27/2022 | 200.00       |
| 125836   | 30125     | PROJECT COMPANY FINCO PHASE III | 01/27/2022 | 12,557.08    |
| 125837   | 18327     | REINDERS INC                    | 01/27/2022 | 607.60       |
| 125838   | UB*00719  | CHRISTINE ROSEN                 | 01/27/2022 | 4.80         |
| 125839   | 28590     | ST CLOUD STATE UNIV             | 01/27/2022 | 1,365.00     |
| 125840   | 19805     | SUSA                            | 01/27/2022 | 125.00       |
| 125841   | 29821     | SUZY BOGGGUSS CONCERTS, INC.    | 01/27/2022 | 4,500.00     |
| 125842   | 28757     | SCOTT C VADNAIS                 | 01/27/2022 | 5,436.00     |
| 125843   | 30017     | VERIZON WIRELESS                | 01/27/2022 | 1,688.01     |
| 125844   | 31103     | VIKING ELECTRIC                 | 01/27/2022 | 2,643.00     |
| 125845   | UB*00720  | CHONGBIN WU                     | 01/27/2022 | 36.69        |
| 125846   | UB*00726  | TIMOTHY YOUNG                   | 01/27/2022 | 25.89        |

Total for 1/27/2022: 131,588.27

Report Total (300 checks): 1,641,880.38



January 31, 2022

Council Report 2022-014

**APPROVE RESOLUTION 2022-008, APPROVING THE 2022-2025 RESIDENTIAL WASTE REDUCTION AND RECYCLING GRANT AGREEMENT WITH HENNEPIN COUNTY**

**Proposed Action**

Staff recommends the following motion: Approve Resolution 2022-008, approving the 2022-2025 residential waste reduction and recycling grant agreement with Hennepin County.

**Overview**

Approving this grant agreement will result in the continuation of funds received from the Hennepin County Select Committee on Recycling and the Environment (SCORE) grant to support Hopkins' residential single-sort recycling and organics recycling programs through December 31, 2025. By signing this document, the City of Hopkins agrees to continue to operate its single-sort recycling and organics recycling programs in accordance with the requirements described in the County's Residential Recycling Funding Policy.

Staff recommends approving this grant agreement in order to support the residential curbside single-sort recycling and organics recycling programs.

**Supporting Information**

- Resolution 2022-008
- Contract No. PR00003878 – Residential Waste Reduction and Recycling Grant Agreement
- 2022-2025 Hennepin County Residential Recycling Funding Policy

*Pam Hove*

Pam Hove, Solid Waste Coordinator

|                                           |                     |               |
|-------------------------------------------|---------------------|---------------|
| Financial Impact: \$ _____                | Budgeted: Y/N _____ | Source: _____ |
| Related Documents (CIP, ERP, etc.): _____ | Notes: _____        |               |

**CITY OF HOPKINS  
HENNEPIN COUNTY, MINNESOTA**

**Resolution No. 2022-008**

**RESOLUTION TO APPROVE THE 2022-2025 RESIDENTIAL WASTE REDUCTION  
AND RECYCLING GRANT AGREEMENT WITH HENNEPIN COUNTY**

**WHEREAS**, pursuant to Minnesota Statutes, Chapter 115A.552, Counties shall ensure that residents have an opportunity to recycle; and

**WHEREAS**, Hennepin County Ordinance 13 requires that each city implement and maintain a recycling and organics recycling program; and

**WHEREAS**, the Hennepin County Board at its October 26, 2021 meeting adopted a funding policy to continue to fund cities within Hennepin County for the contract period of January 1, 2022 through December 31, 2025; and

**WHEREAS**, in order to receive grant funds, the City must sign the agreement; and

**WHEREAS**, the City wishes to receive these grant funds each year.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Hopkins, Minnesota, that the City Council accepts the agreement as proposed.

**BE IT FURTHER RESOLVED**, that the City Council authorizes the Mayor, City Administrator or his designee to execute such Residential Waste Reduction and Recycling Grant Agreement with the County.

This resolution was passed by the City of Hopkins City Council on January 31, 2022.

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Patrick Hanlon, Mayor

**ATTEST:**

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Amy Domeier, City Clerk

**RESIDENTIAL WASTE REDUCTION AND RECYCLING GRANT AGREEMENT**

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487, on behalf of the Hennepin County Environment and Energy Department, 701 Fourth Avenue South, Minneapolis, Minnesota 55415-1600 (“COUNTY”), and CITY OF HOPKINS, 11100 Excelsior Boulevard, Hopkins, Minnesota 55343 (“GRANTEE”), a Minnesota government entity.

The parties agree as follows:

1. TERM AND AMOUNT OF GRANT

GRANTEE shall complete all grant requirements (“Grant Requirements”), if any, commencing upon execution and expiring December 31, 2025, unless cancelled or terminated earlier in accordance with the provisions herein.

Annual grant payments (“Grant Funds”) shall be calculated as set forth in Section 3.

2. GRANT REQUIREMENTS

GRANTEE shall apply for annual grant funds and operate its Waste Reduction and Recycling Programs as more fully described in Attachment A, the Residential Waste Reduction and Recycling Funding Policy.

3. GRANT DISBURSEMENT

The COUNTY will distribute SCORE funds that the COUNTY receives from the state to Hennepin County municipalities. SCORE funds will be dedicated to the following different purposes: 1) general funding for waste reduction and recycling programs, 2) curbside organics recycling programs, 3) organics drop-off sites, 4) multifamily waste reduction and recycling.

SCORE funds are based on revenue received by the State of Minnesota from the solid waste management tax (SWMT) on garbage services and are subject to change based on the SWMT revenue received by the state and funds allocated by the legislature. Funds distributed to municipalities for the current calendar year will be based on SCORE funds received by the COUNTY in the state’s corresponding fiscal year.

A. Waste reduction and recycling programs

COUNTY will dedicate 40% of SCORE funds to provide funding for city waste reduction and recycling programs. The following formula will be used to calculate GRANTEE’s waste reduction and recycling grant amount.

$$\frac{\text{Number of eligible households with curbside recycling in city}}{\text{Total number of eligible households with curbside recycling in county}} \times 40\% \text{ of SCORE funds available} = \text{Waste reduction and recycling grant amount available to the city}$$

Eligible households are defined as households in single family through fourplex residential buildings or other residential buildings where each household has its own recycling collection container to set out for curbside collection and receives recycling collection service through the city. In cities with open recycling collection, eligible households are defined as households in single family through fourplex residential buildings where each household has its own recycling collection container to set out for curbside collection. The number of eligible households will be determined by counting the number of eligible households on January 1 of each funding year. GRANTEE will report the number in its application for funding.

#### B. Curbside organics recycling programs

COUNTY will dedicate 50% of SCORE funds to provide funding for curbside organics recycling programs. Funds will be allocated using participation targets for each city. Funding is not contingent upon meeting the participation target. The following formula will be used to calculate GRANTEE's curbside organics recycling grant amount.

$$\frac{\text{Target number of households with curbside organics recycling in city}}{\text{Total number of households with curbside organics recycling in county}} \times 50\% \text{ of SCORE funds available} = \text{Curbside organics recycling grant amount available to the city}$$

Initial participation targets (as a percent of households with curbside recycling service):

- 50% for cities that contract for organics recycling service
- 10% for cities that require haulers to offer organics recycling service

#### C. Organics drop-off sites

COUNTY will dedicate up to \$3,300 per eligible city to provide funding for organics drop-off site expenses. Cities with a population of less than 10,000 are eligible.

#### D. Multifamily waste reduction and recycling

COUNTY will take 10% of SCORE funds, subtract the amount allocated to organics drop-off sites, and dedicate the remainder to provide funding for multifamily waste reduction and recycling programs. For the purposes of this policy, city waste reduction and recycling programs include organics recycling. Funds will be allocated based on the number of multifamily households. The following formula will be used to calculate GRANTEE's multifamily waste reduction and recycling grant amount.

$$\begin{array}{rcl}
 \begin{array}{l} \text{Number of multifamily} \\ \text{households in city} \\ \hline \end{array} & \times & \begin{array}{l} 10\% \text{ of SCORE} \\ \text{funds available} \\ \text{minus organics} \\ \text{drop-off funds} \end{array} & = & \begin{array}{l} \text{Multifamily waste} \\ \text{reduction and} \\ \text{recycling grant} \\ \text{amount available to} \\ \text{the city} \end{array} \\
 \begin{array}{l} \text{Total number of multifamily} \\ \text{households in county} \end{array} & & & & 
 \end{array}$$

Multifamily households in cities with organized recycling collection are defined as 1) households in buildings where each household does not have its own recycling collection container to set out for curbside collection, or 2) households in buildings that do not receive recycling collection service through the city, including apartment buildings, condominiums, townhomes, and cooperative housing units where a property manager or association coordinates collection service. Multifamily households in cities with open recycling collection are defined as households in residential buildings larger than a fourplex.

The COUNTY will make two equal payments to the GRANTEE. Those two payments will provide the sum of each city's total grant amount for general waste reduction and recycling programs, curbside organics recycling programs, organics drop-off sites, and multifamily waste reduction and recycling. One payment will be made after COUNTY receives the applications for funding from GRANTEE. A second payment will be made after basic program requirements, education and outreach requirements, and performance have been confirmed and approved. If GRANTEE meets the requirements, both payments will be made during the same calendar year.

4. INDEPENDENT CONTRACTOR

GRANTEE shall select the means, method, and manner of performing Grant Requirements, if any. Nothing is intended nor should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting GRANTEE as the agent, representative, or employee of COUNTY for any purpose. GRANTEE is and shall remain an independent contractor under this Agreement. GRANTEE shall secure at its own expense all personnel required in completing Grant Requirements, if any, under this Agreement. GRANTEE's personnel and/or subcontractors engaged to perform any work required by this Agreement will have no contractual relationship with COUNTY and will not be considered employees of COUNTY. COUNTY shall not be responsible for any claims related to or on behalf of any of GRANTEE's personnel, including without limitation, claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law (Minnesota Statutes Chapter 268) or the Minnesota Workers' Compensation Act

(Minnesota Statutes Chapter 176) or claims of discrimination arising out of state, local or federal law, against GRANTEE, its officers, agents, contractors, or employees. Such personnel or other persons shall neither accrue nor be entitled to any compensation, rights, or benefits of any kind from COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

5. NON-DISCRIMINATION

In accordance with COUNTY's policies against discrimination, GRANTEE shall not exclude any person from full employment rights nor prohibit participation in or the benefits of any program, service or activity on the grounds of any protected status or class including but not limited to race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin. No person who is protected by applicable federal or state laws against discrimination shall be subjected to discrimination.

6. INTENTIONALLY OMITTED

7. INDEMNIFICATION

GRANTEE shall defend, indemnify, and hold harmless COUNTY, its present and former officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including attorney's fees, resulting directly or indirectly from any act or omission of GRANTEE, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of this Agreement, and against all loss by reason of the failure of GRANTEE to perform any obligation under this Agreement. For clarification and not limitation, this obligation to defend, indemnify and hold harmless includes but is not limited to any liability, claims or actions resulting directly or indirectly from alleged infringement of any copyright or any property right of another, the employment or alleged employment of GRANTEE personnel, the unlawful disclosure and/or use of protected data, or other noncompliance with the requirements of these provisions.

8. INSURANCE

GRANTEE shall purchase insurance or utilize a self-insurance program sufficient to cover the maximum level of Minnesota tort liability limits under Minnesota Statute, Chapter 466.

9. DUTY TO NOTIFY

GRANTEE shall promptly notify COUNTY of any demand, claim, action, cause of action or litigation brought against GRANTEE, its employees, officers, agents or subcontractors, which arises out of this Agreement. GRANTEE shall also notify

COUNTY whenever GRANTEE has a reasonable basis for believing that GRANTEE and/or its employees, officers, agents or subcontractors, and/or COUNTY, might become the subject of a demand, claim, action, cause of action, administrative action, criminal arrest, criminal charge or litigation arising out of this Agreement.

10. DATA PRIVACY AND SECURITY

- A. GRANTEE, its officers, agents, owners, partners, employees, volunteers and subcontractors shall, to the extent applicable, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable state and federal laws, rules, regulations and orders relating to data or the privacy, confidentiality or security of data, which may include the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA). For clarification and not limitation, COUNTY hereby notifies GRANTEE that the requirements of Minnesota Statutes section 13.05, subd. 11, apply to this Agreement. GRANTEE shall promptly notify COUNTY if GRANTEE becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data, data security, privacy or confidentiality laws, and shall also comply with the other requirements of this Section.

Classification of data, including trade secret data, will be determined pursuant to applicable law and, accordingly, merely labeling data as "trade secret" by GRANTEE does not necessarily make the data protected as such under any applicable law.

- B. In addition to the foregoing MGDPA and other applicable law obligations, GRANTEE shall comply with the following duties and obligations regarding County Data and County Systems (as each term is defined herein). As used herein, "County Data" means any data or information, and any copies thereof, created by GRANTEE or acquired by GRANTEE from or through COUNTY pursuant to this Agreement, including but not limited to handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording any form of communication or representation, including electronic media, email, letters, works, pictures, drawings, sounds, videos, or symbols, or combinations thereof.

If GRANTEE has access to or possession/control of County Data, GRANTEE shall safeguard and protect the County Data in accordance with generally accepted industry standards, all laws, and all then applicable COUNTY policies, procedures, rules and directions. To the extent of any inconsistency between accepted industry standards and such COUNTY policies, procedures, rules and directions, GRANTEE shall notify COUNTY of the inconsistency and follow COUNTY direction. GRANTEE shall immediately notify COUNTY of any known or suspected security breach or unauthorized access to County Data, then comply with all responsive directions provided by COUNTY. The foregoing

shall not be construed as eliminating, limiting or otherwise modifying GRANTEE's indemnification obligations herein.

- C. Upon expiration, cancellation or termination of this Agreement:
- (1) At the discretion of COUNTY and as specified in writing by the Contract Administrator, GRANTEE shall deliver to the Contract Administrator all County Data so specified by COUNTY.
  - (2) COUNTY shall have full ownership and control of all such County Data. If COUNTY permits GRANTEE to retain copies of the County Data, GRANTEE shall not, without the prior written consent of COUNTY or unless required by law, use any of the County Data for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such County Data; and shall not do anything which in the opinion of COUNTY would affect COUNTY's ownership and/or control of such County Data.
  - (3) Except to the extent required by law or as agreed to by COUNTY, GRANTEE shall not retain any County Data that are confidential, protected, privileged, not public, nonpublic, or private, as those classifications are determined pursuant to applicable law. In addition, GRANTEE shall, upon COUNTY's request, certify destruction of any County Data so specified by COUNTY.

11. RECORDS – AVAILABILITY/ACCESS

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

12. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- A. GRANTEE binds itself, its partners, successors, assigns and legal representatives to COUNTY for all covenants, agreements and obligations herein.
- B. GRANTEE shall not assign, transfer or pledge this Agreement whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of COUNTY. A consent to assign shall be subject to such conditions and provisions as COUNTY may deem necessary, accomplished by execution of a form prepared by COUNTY and signed by GRANTEE, the assignee and COUNTY. Permission to assign, however, shall under no

circumstances relieve GRANTEE of its liabilities and obligations under the Agreement.

- C. GRANTEE shall not subcontract this Agreement whether in whole or in part, without the prior written consent of COUNTY. Permission to subcontract, however, shall under no circumstances relieve GRANTEE of its liabilities and obligations under the Agreement. Further, GRANTEE shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of any specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between GRANTEE and each subcontractor shall require that the subcontractor's services be performed in accordance with this Agreement. GRANTEE shall make contracts between GRANTEE and subcontractors available upon request. For clarification and not limitation of the provisions herein, none of the following constitutes assent by COUNTY to a contract between GRANTEE and a subcontractor, or a waiver or release by COUNTY of GRANTEE's full compliance with the requirements of this Section: (1) COUNTY's request or lack of request for contracts between GRANTEE and subcontractors; (2) COUNTY's review, extent of review or lack of review of any such contracts; or (3) COUNTY's statements or actions or omissions regarding such contracts.
- D. As required by Minnesota Statutes section 471.425, subd. 4a, GRANTEE shall pay any subcontractor within ten (10) days of GRANTEE's receipt of payment from COUNTY for undisputed services provided by the subcontractor, and GRANTEE shall comply with all other provisions of that statute.

13. MERGER, MODIFICATION AND SEVERABILITY

- A. The entire Agreement between the parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.

GRANTEE and/or COUNTY are each bound by its own electronic signature(s) on this Agreement, and each agrees and accepts the electronic signature of the other party.

- B. Any alterations, variations or modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties. Except as expressly provided, the substantive legal terms contained in this Agreement including but not limited to Indemnification, Insurance, Merger, Modification and Severability, Default and Cancellation/Termination or Minnesota Law Governs may not be altered, varied,

modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.

- C. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

14. DEFAULT AND CANCELLATION/TERMINATION

- A. If GRANTEE fails to perform any of the provisions of this Agreement, fails to administer the work so as to endanger the performance of the Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, it shall be in default. Unless GRANTEE's default is excused in writing by COUNTY, COUNTY may upon written notice immediately cancel or terminate this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for COUNTY to delay payment until GRANTEE's compliance. In the event of a decision to withhold payment, COUNTY shall furnish prior written notice to GRANTEE.
- B. Notwithstanding any provision of this Agreement to the contrary, GRANTEE shall remain liable to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by GRANTEE. Upon notice to GRANTEE of the claimed breach and the amount of the claimed damage, COUNTY may withhold any payments to GRANTEE for the purpose of set-off until such time as the exact amount of damages due COUNTY from GRANTEE is determined. Following notice from COUNTY of the claimed breach and damage, GRANTEE and COUNTY shall attempt to resolve the dispute in good faith.
- C. The above remedies shall be in addition to any other right or remedy available to COUNTY under this Agreement, law, statute, rule, and/or equity.
- D. COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- E. This Agreement may be canceled/terminated with or without cause by COUNTY upon thirty (30) days' written notice.
- F. If this Agreement expires or is cancelled or terminated, with or without cause, by either party, at any time, GRANTEE shall not be entitled to any payment, fees or other monies except for payments duly invoiced for then-delivered and accepted deliverables/milestones pursuant to this Agreement. In the event GRANTEE has performed work toward a deliverable that COUNTY has not accepted at the time of expiration, cancellation or termination, GRANTEE shall not be entitled to any payment for said work including but not limited to incurred costs of performance,

termination expenses, profit on the work performed, other costs founded on termination for convenience theories or any other payments, fees, costs or expenses not expressly set forth in this Agreement.

- G. Upon written notice, COUNTY may immediately suspend or cancel/terminate this Agreement in the event any of the following occur: (i) COUNTY does not obtain anticipated funding from an outside source for this project; (ii) funding for this project from an outside source is withdrawn, frozen, shut down, is otherwise made unavailable or COUNTY loses the outside funding for any other reason; or (iii) COUNTY determines, in its sole discretion, that funding is, or has become, insufficient. COUNTY is not obligated to pay for any costs or expenses or obligations incurred or encumbered after the notice and effective date of the suspension or cancellation/termination. In the event COUNTY suspends, cancels or terminates this Agreement pursuant to this paragraph, COUNTY shall pay any amount due and payable prior to the notice of suspension or cancellation/termination except that COUNTY shall not be obligated to pay any amount as or for penalties, early termination fees, charges, time and materials for costs, expenses or profits on work done.
- H. GRANTEE has an affirmative obligation, upon written notice by COUNTY that this Agreement may be suspended or cancelled/terminated, to follow reasonable directions by COUNTY, or absent directions by COUNTY, to exercise a fiduciary obligation to COUNTY, before incurring or making further costs, expenses, obligations or encumbrances arising out of or related to this Agreement.

15. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: GRANT REQUIREMENTS; INDEPENDENT CONTRACTOR; INDEMNIFICATION; INSURANCE; DUTY TO NOTIFY; DATA PRIVACY AND SECURITY; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND CANCELLATION/TERMINATION; MEDIA OUTREACH; and MINNESOTA LAW GOVERNS.

16. GRANT ADMINISTRATION

Kaitlin Steinberg, Waste Reduction and Recycling Specialist, or their successor ("Grant Administrator"), shall manage this Agreement on behalf of COUNTY and serve as liaison between COUNTY and GRANTEE.

Pam Hove at phove@hopkinsmn.com or (952) 548-6351 shall manage the agreement on behalf of GRANTEE. GRANTEE may replace such person but shall immediately give written notice to COUNTY of the name, phone number and email/fax number (if available) of such substitute person and of any other subsequent substitute person.

17. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- A. GRANTEE shall comply with all applicable federal, state and local statutes, funding sources, regulations, rules and ordinances currently in force or later enacted.
- B. GRANTEE certifies that it is not prohibited from doing business with either the federal government or the state of Minnesota as a result of debarment or suspension proceedings.
- C. If the source or partial source of funds for payment under this Agreement is from federal or state monies or from a federal, state or other grant source, GRANTEE is bound by and shall comply with applicable law, rules, regulations, applicable documentation or other COUNTY directives relating to the source and utilization of such funds.

18. RECYCLING

COUNTY encourages GRANTEE to establish a recycling program for at least three materials, such as newsprint, office paper, glass, plastic, and metal.

19. NOTICES

Unless the parties otherwise agree in writing, any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to COUNTY shall be sent to the County Administrator with a copy to the originating COUNTY department at the address given in the opening paragraph of this Agreement. Notice to GRANTEE shall be sent to the address stated in the opening paragraph of this Agreement or to the address stated in GRANTEE's Form W-9 provided to COUNTY.

20. CONFLICT OF INTEREST

GRANTEE affirms that to the best of GRANTEE's knowledge, GRANTEE's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. Should any conflict or potential conflict of interest become known to GRANTEE, GRANTEE shall immediately notify COUNTY of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and advise COUNTY whether GRANTEE will or will not resign from the other engagement or representation. Unless waived by COUNTY, a conflict or potential conflict may, in COUNTY's discretion, be cause for cancellation or termination of this Agreement.

21. MEDIA OUTREACH

GRANTEE shall notify COUNTY, prior to publication, release or occurrence of any Outreach (as defined below). The parties shall coordinate to produce collaborative and mutually acceptable Outreach. For clarification and not limitation, all Outreach shall be approved by COUNTY, by and through the Public Relations Officer or his/her designee(s), prior to publication or release. As used herein, the term "Outreach" shall mean all media, social media, news releases, external facing communications, advertising, marketing, promotions, client lists, civic/community events or opportunities and/or other forms of outreach created by, or on behalf of, GRANTEE (i) that reference or otherwise use the term "Hennepin County," or any derivative thereof; or (ii) that directly or indirectly relate to, reference or concern the County of Hennepin, this Agreement, the Grant Requirements performed hereunder or COUNTY personnel, including but not limited to COUNTY employees and elected officials.

22. MINNESOTA LAWS GOVERN

The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, state of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the state of Minnesota.

23. HENNEPIN COUNTY PERSONAL PROPERTY TAX AND PROPERTY TAX

GRANTEE affirms that it and its officers have paid all Hennepin County personal property taxes and property taxes due on all of its Hennepin County properties for taxes owed on or before the date of the execution of this contract. If the County finds that property taxes have not been paid by GRANTEE, GRANTEE's owner and GRANTEE's board of directors (if any), County may refuse to disburse funds or require the return of all or part of the funds already disbursed.

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COUNTY BOARD AUTHORIZATION

Reviewed for COUNTY by  
the County Attorney's Office:

COUNTY OF HENNEPIN  
STATE OF MINNESOTA  
By:

Reviewed for COUNTY by:

ATTEST:

Board Resolution No:

By:

Document Assembled by:



Kaitlin Steinberg (Jan 25, 2022 13:59 CST)

**Kaitlin Steinberg**

E-signed 2022-01-25 01:59PM CST

kaitlin.steinberg@hennepin.us



Attachments

GRANTEE

GRANTEE warrants that the person who executed this Agreement is authorized to do so on behalf of GRANTEE as required by applicable articles, bylaws, resolutions or ordinances.\*

By:

*Pam Hove*

**Pam Hove**

E-signed 2022-01-27 08:36AM CST

phove@hopkinsmn.com

City of Hopkins

Solid Waste Coordinator

\*GRANTEE represents and warrants that it has submitted to COUNTY all applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. Documentation is not required for a sole proprietorship.

HENNEPIN COUNTY  
MINNESOTA

Residential  
Waste Reduction and  
Recycling Funding Policy

January 1, 2022 – December 31, 2025

Department communication to the Hennepin County Board of  
Commissioners on October 5, 2021

# I. Policy Overview

## A. Background

The Hennepin County Board of Commissioners has determined that residential waste reduction and recycling programs support county goals to make progress toward zero waste, reduce greenhouse gas emissions, and reduce disparities associated with waste disposal. The county has adopted the goals established in State Statute and by the Minnesota Pollution Control Agency (MPCA) in its Metropolitan Solid Waste Management Policy Plan and developed a Residential Waste Reduction and Recycling Funding Policy to help reach a 75% recycling rate by 2030.

## B. SCORE funds

The county receives funding from the state's Select Committee on Recycling and the Environment (SCORE) for the development and implementation of waste reduction and recycling programs. SCORE funds are based on revenue received by the State of Minnesota from the solid waste management tax (SWMT) on garbage services and are subject to change based on the SWMT revenue received by the state and funds allocated by the legislature.

## C. Support for city programs

City recycling programs play an important role in the solid waste management system. The county has funded city programs for over 30 years and will use this policy to make available all SCORE funds to cities for residential waste reduction and recycling programs. SCORE funds will be dedicated to four different purposes: 1) general funding for waste reduction and recycling programs, 2) curbside organics recycling programs, 3) organics drop-off sites, and 4) multifamily waste reduction and recycling. Funds distributed to cities for a calendar year will be based on SCORE funds received by the county in the state's corresponding fiscal year.

## D. Term of the policy

Hennepin County is committed to implementing this policy from January 1, 2022 through December 31, 2025. The county may revise this policy to align with strategic priorities developed in the zero waste plan or solid waste management master plan. In addition, the county may revise this policy if it determines changes are needed to assure compliance with state law and MPCA goals established for metropolitan counties. If SCORE funds are eliminated from the state budget or significantly reduced, the county will consult with cities at that time and develop a recommendation to the board on future funding for residential waste reduction and recycling programs.

## E. Grant agreements

Each city seeking funding under the terms of the Residential Waste Reduction and Recycling Funding Policy must enter into a grant agreement with the county for a term concurrent with the expiration of this policy, December 31, 2025. The grant agreement must be accompanied by a resolution authorizing the city to enter into such an agreement. If cities form a joint powers organization responsible for waste reduction and recycling programs, the county will enter into a grant agreement with that entity and distribute funds to that organization.

## II. Allocation of Funds

SCORE funds will be dedicated to the following purposes:

- General funding for waste reduction and recycling programs
- Curbside organics recycling programs
- Organics drop-off sites
- Multifamily waste reduction and recycling

### A. Waste reduction and recycling programs

The county will dedicate 40% of SCORE funds to provide funding for city waste reduction and recycling programs. For the purposes of this policy, city waste reduction and recycling programs include organics recycling. Funds will be allocated based on number of eligible households with curbside recycling service. The following formula will be used to calculate a city's grant amount.

$$\begin{array}{r} \text{Number of eligible households} \\ \text{with curbside recycling in city} \\ \text{-----} \\ \text{Total number of eligible} \\ \text{households with curbside} \\ \text{recycling in county} \end{array} \times \begin{array}{r} 40\% \text{ of SCORE} \\ \text{funds available} \end{array} = \begin{array}{r} \text{Waste reduction} \\ \text{and recycling} \\ \text{grant amount} \\ \text{available to the} \\ \text{city} \end{array}$$

Eligible households are defined as households in single family through fourplex residential buildings or other residential buildings where each household has its own recycling collection container to set out for curbside collection and receives recycling collection service through the city. In cities with open recycling collection, eligible households are defined as households in single family through fourplex residential buildings where each household has its own recycling collection container to set out for curbside collection. The number of eligible households will be determined by counting the number of eligible households on January 1 of each funding year. The city will report the number in its application for funding.

## B. Curbside organics recycling programs

The county will dedicate 50% of SCORE funds to provide funding for curbside organics recycling programs. Funds will be allocated using participation targets for each city. Funding is not contingent upon meeting the participation target. The following formula will be used to calculate a city's grant amount.

$$\frac{\text{Target number of households with curbside organics recycling in city}}{\text{Total target number of households with curbside organics recycling in county}} \times 50\% \text{ of SCORE funds available} = \text{Curbside organics recycling amount available to the city}$$

Initial participation targets (as a percent of households with curbside recycling service):

- 50% for cities that contract for organics recycling service
- 10% for cities that require haulers to offer organics recycling service

## C. Organics drop-off sites

The county will dedicate up to \$3,300 per eligible city to provide funding for organics drop-off site expenses. Cities with a population of less than 10,000 are eligible.

## E. Multifamily waste reduction and recycling

The county will take 10% of SCORE funds, subtract the amount allocated to organics drop-off sites, and dedicate the remainder to provide funding for multifamily waste reduction and recycling programs. For the purposes of this policy, city waste reduction and recycling programs include organics recycling. Funds will be allocated based on the number of multifamily households. The following formula will be used to calculate a city's grant amount.

$$\frac{\text{Number of multifamily households in city}}{\text{Total number of multifamily households in county}} \times 10\% \text{ of SCORE funds available minus organics drop-off funds} = \text{Multifamily waste reduction and recycling amount available to the city}$$

Multifamily households in cities with organized recycling collection are defined as 1) households in buildings where each household does not have its own recycling collection container to set out for curbside collection, or 2) households in buildings that do not receive recycling collection service through the city, including apartment buildings, condominiums, townhomes, and cooperative housing units where a property manager or association coordinates collection service. Multifamily households in cities with open recycling collection are defined as households in residential buildings larger than a fourplex.

### III. Application for Funding

#### A. General program and curbside organics application

To receive funding for waste reduction and recycling programs and curbside organics recycling, each city must complete an annual grant application by February 15 of that year. The application consists of a web-based report that requests the following: contract, program, tonnage, and financial information. The participation rate for the curbside recycling program must also be included in the web-based report. The city must calculate its participation rate during the month of October. The methodology for measuring participation must be provided to the county upon request. The county may request additional information, such as a planning document with a description of activities the city will implement to increase recycling and make progress toward county objectives.

#### B. Organics drop-off sites and multifamily supplementary application

To receive funding for organics drop-off sites and multifamily waste reduction and recycling, each city must submit a supplementary grant application form annually. The county will provide this form by February 15 and the city must complete it by March 15 of that year.

### IV. Use of Funds

#### A. Conditions applying to all funds

The following requirements apply to the use of all funds:

1. Funds must be expended on eligible activities per Minnesota Statutes §115A.557.
2. All grant funds accepted from the county must be used in the year granted unless the county agrees to an exception. The county will not provide any funds in excess of actual expenses. Funds not spent must be returned to the county.

3. A city or joint powers organization may not charge its residents through property tax, utility fees, waste fees, environmental fees, or any other method for the portion of its waste reduction and recycling program costs that are funded by county grant funds.
4. Cities must track expenditures for waste reduction and recycling programs, curbside organics recycling, organics drop-off sites, and multifamily waste reduction and recycling and establish accounting mechanisms to provide the information requested in the financial section of the annual grant application.
5. Waste reduction and recycling activities, revenues, and expenditures are subject to audit.

#### B. Curbside organics use of funds

Curbside organics grant funds may be used for program expenses, including the following:

- Incentives for participation (service discounts, countertop pails, compostable bags)
- City contract costs
- Education and outreach
- Carts
- Other expenses approved by the county

Yard waste expenses are not eligible. If organics are co-collected with other waste, the organics expenses must be tracked separately. If a city passes funds through to a hauler, 100% of those funds must be credited to residents' bills.

#### C. Organics drop-off sites use of funds

Organics drop-off site grant funds may be used for program expenses, including the following:

- Hauling and disposal
- Dumpsters or carts
- Site construction
- Education and outreach
- Incentives for participation (countertop pails, compostable bags)
- Other expenses approved by the county

#### D. Multifamily waste reduction and recycling use of funds

Cities that choose to apply for multifamily waste reduction and recycling funding will work with the county to identify eligible activities that are customized to the city's goals and needs. These activities will be determined through the supplementary grant application process.

Unused funds will be used by the county to provide multifamily waste reduction and recycling program services. Multifamily resources provided by the county, including reusable tote bags/baskets and multifamily specific signs and labels, are not eligible expenses.

## V. City Requirements

### A. Materials accepted

A city's curbside collection program must accept a list of mixed recyclables as selected by the county in consultation with haulers, local material recovery facilities, and end markets. The county will update the list of materials as needed, distribute the list to city recycling coordinators, and post the list on the county's website.

### B. Education and outreach

The partnership between the county and municipalities has been highly effective in educating residents and motivating behavior change. To continue this partnership and increase these efforts, city waste reduction, recycling and organics recycling activities must be coordinated with county and regional efforts. Municipalities must adhere to the following requirements:

1. Use county terminology on promotional and educational materials when describing recycling and organics recycling guidelines, including the description of materials accepted and not accepted, as well as when describing preparation guidelines.
2. Use images approved by the county if using images of mixed recyclables and organic materials.
3. Provide the following information on the city's website;
  - Recycling and organics recycling materials accepted and not accepted
  - Curbside collection calendar
  - Organics drop-off site(s) information
  - Links to county resources and programs
4. Provide a guide on recycling and organics recycling to residents each year. The guide shall contain information on curbside collection, materials accepted and not accepted, organics drop off site information (if applicable), and a curbside collection calendar.
5. Complete two or more waste reduction, recycling and organics recycling educational activities annually that include the promotion of curbside collection. The county will provide a list of activities to city recycling coordinators. These activities are in addition to the provision of an annual guide.

6. If a city develops its own educational materials, does not use a template produced by the county, does not utilize design services offered by the county, or relies on a hauler to provide an annual guide, then the city must submit the materials to the county for approval.

### C. Waste reduction and recycling performance

On an annual basis, cities must demonstrate that a reasonable effort has been made to improve waste reduction and recycling programs. If a city does not demonstrate measurable progress, a waste reduction and recycling improvement plan must be submitted by the city within 90 days of being notified by the county. The waste reduction and recycling improvement plan must be negotiated with the county and specify the efforts that will be undertaken by the municipality to improve its program to yield the results necessary to achieve county objectives. In cooperation with the county, the city may be required to participate in waste sorts and community engagement to identify strategies to improve waste reduction and recycling outcomes.

### VI. Grant Payments

The county will make two equal payments to the city. Those two payments will provide the sum of each city's total grant amount for general waste reduction and recycling programs, curbside organics recycling programs, organics drop-off sites, and multifamily waste reduction and recycling. One payment will be made after the county receives the applications for funding. A second payment will be made after basic program requirements, education and outreach requirements, and performance have been confirmed and approved. If the city meets the county requirements, both payments will be made during the same calendar year.

Cities are expected to fulfill the conditions of this policy and the requirements of Ordinance 13. It is the responsibility of each city to meet the requirements of Ordinance 13. The implementation of the county requirements for cities shall be the responsibility of each respective city. If any city fails to establish or implement any or all of the city requirements in Ordinance 13, all SCORE funding will be withheld until the city meets the requirements or a waste reduction and recycling improvement plan is negotiated with the county.



**PUBLIC HEARING REGARDING AN EDUCATIONAL FACILITY AND  
CONSENTING TO THE ISSUANCE OF REVENUE OBLIGATIONS BY THE  
CITY OF COLUMBUS FOR THE BENEFIT OF THE BLAKE SCHOOL**

**Proposed Action**

Staff recommends that the Council approve the following motion: Move to adopt Resolution 2022-007 Consenting to and Approving the Issuance by the City of Columbus of its Revenue Obligations for the Benefit of the Blake School and Taking Other Actions with Respect Thereto

**Overview**

Pursuant to Minnesota Statutes, Sections 469.152 through 469.1655, a municipality is authorized to issue revenue bonds to attract or promote economically sound industry and commerce.

The Blake School intends to issue approximately \$35 million of revenue bonds through the City of Columbus. The bonds will refinance a portion of existing revenue bonds issued by Hopkins in 2017 and finance the construction of an early learning center in Hopkins. In order for the City of Columbus to issue the revenue bonds under Minnesota Statute the Hopkins City Council must hold a public hearing, grant host approval and consent to the refunding of the 2017 bond issue.

The bonds will be issued through the City of Columbus. The bonds will not be a general obligation of the City of Hopkins and will not be secured by or payable from any assets or taxing authority of the City of Hopkins.

The Blake School will pay the out-of-pocket expenses for the City of Hopkins related to the bond issuance.

Julie Eddington from Kennedy & Graven, the City's bond counsel and a representative from The Blake School will be present for questions.

**Supporting Information**

- Letter from Kennedy & Graven
- Resolution No. 2022-007

A handwritten signature in black ink, appearing to read 'Nick Bishop'.

---

Nick Bishop  
Finance Director



Offices in  
Minneapolis  
Saint Paul  
St. Cloud

Fifth Street Towers  
150 South Fifth Street, Suite 700  
Minneapolis, MN 55402  
(612) 337-9300 telephone  
(612) 337-9310 fax  
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**JULIE A. EDDINGTON**  
Attorney at Law  
Direct Dial (612) 337-9213  
Email: [jeddington@kennedy-graven.com](mailto:jeddington@kennedy-graven.com)

January 21, 2022

Nick Bishop, Finance Director  
City of Hopkins  
1010 First Street South  
Hopkins, MN 55343

Re: Resolution providing host approval for facilities to be financed and refinanced with the proceeds of revenue obligations to be issued by the City of Columbus

Dear Nick,

The Blake School, a Minnesota nonprofit corporation (the "Borrower"), operates educational facilities in the City of Hopkins (the "City"), the City of Wayzata, and the City of Minneapolis. The Borrower has requested that the City of Columbus issue one or more series of taxable or tax-exempt revenue notes (the "Notes") in the maximum principal amount of \$35,000,000 and loan the proceeds thereof to the Borrower in order to (i) refinance a portion of the Educational Facilities Revenue Refunding Note (The Blake School Project), Series 2017 (the "Series 2017 Note"), issued by the City on December 14, 2017, in the original aggregate principal amount of \$13,833,000; and (ii) finance the construction of an early learning center (the "Construction Project") to be located at the Borrower's educational facilities located at 110 Blake Road South in the City (the "Hopkins Campus"). Proceeds of the Series 2017 Note were loaned to the Borrower and used to refinance improvements to the Hopkins Campus and the Borrower's educational facilities located at 301 Peavey Lane, Wayzata, Minnesota (the "Wayzata Campus"). The Borrower has represented to the City that it will use equity to prepay the portion of the Series 2017 Note used to refinance the improvements to the Wayzata Campus.

In order for the City of Columbus to issue the Notes, the City must grant "host approval" to the issuance of the Notes, following a duly noticed public hearing, under Minnesota Statutes, Sections 469.152 through 469.1655, as amended (the "Act"), Minnesota Statutes, Section 471.656, and the Internal Revenue Code of 1986, as amended (the "Code"). In addition, the City must consent to the refunding of the Series 2017 Note by the City of Columbus pursuant to Section 469.155, subdivision 12 of the Act. Enclosed is a resolution for consideration by the City Council on January 31, 2022, following the public hearing, which grants host approval to the issuance of the Notes by the City of Columbus and also consents to the refinancing of the City's Series 2017 Note by the City of Columbus.

The Notes will be issued as conduit revenue obligations of the City of Columbus secured solely by the revenues derived from the loan or other revenue agreements executed by the Borrower and from other security provided by the Borrower. The Notes will not constitute a general or moral obligation of the City and will not be secured by or payable from any property or assets of the City and will not be secured by any taxing power of the City. The Notes will not be subject to any debt limitation imposed on the City and the issuance of the Notes will not have any adverse impact on the credit rating of the City, even in the event that

the Borrower encounters financial difficulties with respect to the facilities to be financed and refinanced with the proceeds of the Notes. The issuance of the Notes by the City of Columbus will not affect the City's ability to issue general obligation or conduit revenue bonds in calendar year 2022. Furthermore, the issuance of the Notes by the City of Columbus will not affect the ability of the City to issue and designate bonds as qualified tax-exempt obligations (or "bank qualified") for purposes of Section 265(b)(3) of the Code.

The Borrower will pay the out-of-pocket expenses of the City with respect to this transaction.

I will attend the City Council meeting on January 31, 2022, and can answer any questions that may arise during the meeting. Please contact me if you have questions regarding the foregoing.

KENNEDY & GRAVEN, CHARTERED

Julie Eddington

**CITY OF HOPKINS, MINNESOTA**

**RESOLUTION NO. 2022-007**

**RESOLUTION CONSENTING TO AND APPROVING THE  
ISSUANCE BY THE CITY OF COLUMBUS OF ITS REVENUE  
OBLIGATIONS FOR THE BENEFIT OF THE BLAKE SCHOOL  
AND TAKING OTHER ACTIONS WITH RESPECT THERETO**

WHEREAS, the City of Hopkins, Minnesota (the “City”) is a home rule city and political subdivision duly organized and existing under its Charter and the laws of the State of Minnesota; and

WHEREAS, pursuant to Minnesota Statutes, Sections 469.152 through 469.1655, as amended (the “Act”), the City is authorized to carry out the public purposes described in the Act by providing for the issuance of revenue bonds to provide funds to finance revenue-producing enterprises located within the City, whether or not operated for profit, or to refund, in whole or in part, bonds previously issued under the authority of the Act; and

WHEREAS, Minnesota Statutes, Section 471.656, as amended, authorizes a municipality to issue obligations to finance or refinance the acquisition or improvement of property located outside of the corporate boundaries of such municipality if the governing body of the city in which the property is located consents by resolution to the issuance of such obligations; and

WHEREAS, The Blake School, a Minnesota nonprofit corporation (the “Borrower”), has proposed that the City of Columbus, Minnesota (the “City of Columbus”) issue one or more series of taxable or tax-exempt revenue obligations (the “Notes”) in an estimated principal amount not to exceed \$35,000,000, under the provisions of the Act and Minnesota Statutes, Section 471.656, as amended, and loan the proceeds thereof to the Borrower to (i) refinance the Educational Facilities Revenue Refunding Note (The Blake School Project), Series 2017 (the “Series 2017 Note”), issued by the City on December 14, 2017, in the original aggregate principal amount of \$13,833,000; and (ii) finance the construction of an early learning center (the “Construction Project”) to be located at the Borrower’s educational facilities located at 110 Blake Road South in the City (the “Hopkins Campus”); and

WHEREAS, proceeds of the Series 2017 Note were loaned to the Borrower and used to refinance improvements to the Hopkins Campus and the Borrower’s educational facilities located at 301 Peavey Lane, Wayzata, Minnesota (the “Wayzata Campus”); and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), and regulations promulgated thereunder require that prior to the issuance of the Bonds, the City Council of the City (the “City Council”) consent to the issuance of the Bonds by the City of Columbus after conducting a public hearing thereon preceded by publication of a notice of public hearing (in the form required by Section 147(f) of the Code and applicable regulations) in a newspaper of general circulation within the City at least seven (7) days prior to the public hearing date; and

WHEREAS, a notice of public hearing (the “Public Notice”) was published at least seven (7) days before the regularly scheduled meeting of the City Council on the date hereof in the *Sun Sailor*, the official newspaper of and a newspaper of general circulation in the City, with respect to the required public hearing under Section 147(f) of the Code; and

WHEREAS, on the date hereof, the City Council conducted a public hearing at which a reasonable opportunity was provided for interested individuals to express their views, both orally and in writing, on the following: (i) consent to the issuance of the Bonds by the City of Columbus pursuant to the requirements of Section 147(f) of the Code and the regulations promulgated thereunder; and (ii) approval of the issuance of the Bonds by the City of Columbus to finance the Construction Project and refinance the prior improvements to the Hopkins Campus (collectively, the “Note-Financed Projects”); and

WHEREAS, the Borrower has represented to the City that it will use equity to prepay the portion of the Series 2017 Note used to refinance the improvements to the Wayzata Campus; and

WHEREAS, in accordance with Section 469.155, subdivision 12 of the Act, the City Council is required to consent to the issuance of the Notes by the City of Columbus to refinance the Series 2017 Note; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOPKINS, MINNESOTA, AS FOLLOWS:

1. In accordance with Section 469.155, subdivision 12 of the Act and Minnesota Statutes, Section 471.656, as amended, the City Council finds that it is in the best interest of the City to approve the issuance of the Notes by the City of Columbus to refinance the Series 2017 Note and to finance and refinance the Note-Financed Projects and hereby consents to the issuance of the Notes by the City of Columbus for such purposes in an amount estimated not to exceed \$35,000,000, subject to final approval by the governing body of the City of Columbus, following the preparation of bond documents and a determination by the City of Columbus to issue the Notes.

2. The Mayor and the City Manager are hereby authorized and directed to execute and deliver any documents or certificates deemed necessary to fulfill the intentions of this resolution.

3. The Mayor and City Manager and other officers, employees, and agents of the City are hereby authorized and directed to prepare and furnish to bond counsel and the original purchaser of the Bonds certified copies of all proceedings and records of the City relating to the approval of the issuance of the Bonds, including a certification of this resolution.

4. The Borrower will, upon demand, reimburse the City for costs paid or incurred by the City in connection with this resolution.

5. This resolution shall be in full force and effect from and after its passage.

Approved by the City Council of the City of Hopkins, Minnesota this 31<sup>st</sup> day of January, 2022.

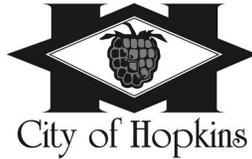
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Patrick Hanlon, Mayor

ATTEST:

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Amy Domeier, City Clerk



January 31, 2022

Council Report 2022-010

**APPROVE FINAL PLANS AND ORDER BIDS  
2022 TRUNK WATERMAIN REHABILITATION  
CITY PROJECT 2021-05**

**Proposed Action**

Staff recommends the following motion: adopt Resolution 2022-04, Resolution Approving Plans and Specifications and Authorizing Advertisement for Bids, 2022 Trunk Watermain Rehabilitation, City Project 2021-05.

**Overview**

At its September 14, 2021 work session, council was presented the preliminary engineering report undertaken to investigate rehabilitation of the City's trunk watermain system in the area of the Water Treatment Plant and at its October 19, 2021 meeting, the Hopkins City Council ordered the above mentioned improvement.

The final plans are complete, staff now asks the Council to approve these plans and authorize advertisement for bids.

**Primary Issues to Consider**

- Scope of Improvements
- Public Input
- Estimated Costs and Funding
- Project Schedule
- Staff Recommendation

**Supporting Information**

- Engineer's Estimate
- Final Plans (available upon request)
- Project Location Map
- Resolution 2022-04

Eric Klingbeil, P.E., City Engineer

Financial Impact: \$4,170,000 Budgeted: Y/N Y Source: PIR, Water, Sanitary, Storm  
Related Documents (CIP, ERP, etc.): CIP Notes: \_\_\_\_\_

## **ANALYSIS OF ISSUES**

### **Scope of Improvements**

This project includes rehabilitation of the trunk watermain system in the area of our Water Treatment Plant and several watermain crossings under TH 7.

These sections of the water distribution system have exceeded their useful life and are in need of rehabilitation and/or replacement.

A mixture of CIPP (cured in-place pipe) rehabilitation, HDD (horizontal directional drilled) replacement, and traditional open-cut replacement are the most cost effective and least disruptive methods to rehabilitate these sections of the water distribution system.

### **Public Input**

A public information meeting regarding the improvements were held on January 5th. This meeting was a hybrid in-person and online presentation focusing on the overall project scope, impacts, and schedule. The meeting was also recorded and are available on the project website, [www.hopkins-trunkwatermain.com](http://www.hopkins-trunkwatermain.com).

Bolton & Menk and City staff will continue to meet with individual property owners, property managers, and residents in person to discuss concerns and look at options to minimize issues.

### **Project Budget and Costs**

The estimate for this project, which includes contingency, and costs for legal, administrative, and engineering costs for all the work, totals to \$4,170,000. This is a base project cost of \$4,060,000 and an add alternate of \$110,000.

The CIP amount for this project is \$3,955,000.

Cost estimates show the project tracking slightly higher than the CIP budget. This is due to additional work outside the original scope included with the project, additional work required due to conflicts with private utilities, and conservative estimates for contingencies and soft costs.

One portion of the project is updating the watermain crossing at 12<sup>th</sup> Avenue N, this will be bid as an “Add Alternate”. We will have the option of moving forward with this item or to remove it from the project once bids are received, based on budget constraints.

Cost estimates show the base project is very close to the CIP budget. The total project with the add alternates is above the project budget, but council has the option of awarding the add alternate or not once bids have been received.

### **Project Schedule**

|                                |                  |
|--------------------------------|------------------|
| Approve final plans/order bids | January 31, 2022 |
| Open Bids                      | March 4, 2022    |
| Award Contract                 | March 15, 2022   |
| Begin Construction             | May 2022         |
| Complete Construction          | October 2022     |

### **Staff Recommendation**

Staff recommends approving final plans and ordering bids with adoption of resolution 2022-04.

**ENGINEER'S ESTIMATE**  
**2022 TRUNK WATERMAIN IMPROVEMENTS**



CITY PROJECT NO. 2021-05  
 CITY OF HOPKINS, MN  
 BMI PROJECT NO. OT1.123683

1/25/2022

| Item No. | Item | Unit Price | Unit | Estimated Quantity | Total Amount |
|----------|------|------------|------|--------------------|--------------|
|----------|------|------------|------|--------------------|--------------|

BASE BID

|    |                                           |              |          |      |              |
|----|-------------------------------------------|--------------|----------|------|--------------|
| 1  | MOBILIZATION                              | \$150,000.00 | LUMP SUM | 1.00 | \$150,000.00 |
| 2  | REMOVE HYDRANT                            | \$500.00     | EACH     | 4    | \$2,000.00   |
| 3  | ADJUST CASTING                            | \$1,000.00   | EACH     | 4    | \$4,000.00   |
| 4  | CLEARING                                  | \$500.00     | EACH     | 8    | \$4,000.00   |
| 5  | GRUBBING                                  | \$500.00     | EACH     | 8    | \$4,000.00   |
| 6  | EXPLORATORY EXCAVATION                    | \$1,000.00   | HOUR     | 40   | \$40,000.00  |
| 7  | REMOVE BOLLARD                            | \$150.00     | EACH     | 5    | \$750.00     |
| 8  | SALVAGE SIGN                              | \$50.00      | EACH     | 6    | \$300.00     |
| 9  | REINSTALL SIGN                            | \$200.00     | EACH     | 6    | \$1,200.00   |
| 10 | TRAFFIC POST (U-CHANNEL)                  | \$150.00     | EACH     | 7    | \$1,050.00   |
| 11 | REMOVE CURB AND GUTTER                    | \$6.00       | LIN FT   | 548  | \$3,288.00   |
| 12 | SAWING BITUMINOUS PAVEMENT (FULL DEPTH)   | \$4.00       | LIN FT   | 2814 | \$11,256.00  |
| 13 | SAWING CONCRETE PAVEMENT (FULL DEPTH)     | \$6.00       | LIN FT   | 241  | \$1,446.00   |
| 14 | REMOVE WATERMAIN                          | \$8.00       | LIN FT   | 1487 | \$11,896.00  |
| 15 | ABANDON 6" WATERMAIN                      | \$10.00      | LIN FT   | 696  | \$6,960.00   |
| 16 | ABANDON 16" WATERMAIN                     | \$15.00      | LIN FT   | 1216 | \$18,240.00  |
| 17 | ABANDON 18" WATERMAIN                     | \$20.00      | LIN FT   | 190  | \$3,800.00   |
| 18 | ABANDON GATE VALVE                        | \$500.00     | EACH     | 4    | \$2,000.00   |
| 19 | REMOVE VALVE MANHOLE                      | \$1,000.00   | EACH     | 1    | \$1,000.00   |
| 20 | REMOVE STORM SEWER PIPE                   | \$15.00      | LIN FT   | 445  | \$6,675.00   |
| 21 | REMOVE DRAINAGE STRUCTURE                 | \$500.00     | LIN FT   | 10   | \$5,000.00   |
| 22 | REMOVE CONCRETE STREET PAVEMENT           | \$25.00      | SQ YD    | 88   | \$2,200.00   |
| 23 | REMOVE CONCRETE DRIVEWAY PAVEMENT         | \$20.00      | SQ YD    | 83   | \$1,660.00   |
| 24 | REMOVE CONCRETE WALK/MEDIAN               | \$10.00      | SQ YD    | 222  | \$2,220.00   |
| 25 | REMOVE BITUMINOUS STREET PAVEMENT         | \$4.00       | SQ YD    | 1400 | \$5,600.00   |
| 26 | REMOVE BITUMINOUS TRAIL/DRIVEWAY PAVEMENT | \$1.00       | SQ FT    | 1070 | \$1,070.00   |
| 27 | SUBGRADE EXCAVATION                       | \$30.00      | CU YD    | 300  | \$9,000.00   |
| 28 | SELECT GRANULAR BACKFILL                  | \$20.00      | TON      | 550  | \$11,000.00  |
| 29 | 4" BITUMINOUS STREET PATCH                | \$120.00     | SQ YD    | 1127 | \$135,240.00 |
| 30 | 5" BITUMINOUS STREET PATCH                | \$130.00     | SQ YD    | 375  | \$48,750.00  |
| 31 | 2" TEMPORARY BITUMINOUS STREET PATCH      | \$50.00      | SQ YD    | 500  | \$25,000.00  |
| 32 | CONNECT TO EXISTING DRAINAGE STRUCTURE    | \$2,000.00   | EACH     | 5    | \$10,000.00  |
| 33 | CONNECT TO EXISTING STORM PIPE            | \$1,500.00   | EACH     | 9    | \$13,500.00  |
| 34 | 18" CIPP GRAVITY LINER (STORM)            | \$85.00      | LIN FT   | 353  | \$30,005.00  |
| 35 | 12" RC PIPE STORM SEWER                   | \$60.00      | LIN FT   | 19   | \$1,140.00   |
| 36 | 15" RC PIPE STORM SEWER                   | \$75.00      | LIN FT   | 296  | \$22,200.00  |
| 37 | 15" C900 PIPE STORM SEWER                 | \$85.00      | LIN FT   | 71   | \$6,035.00   |
| 38 | 18" RC PIPE STORM SEWER                   | \$85.00      | LIN FT   | 87   | \$7,395.00   |
| 39 | 15" FLARED END SECTION                    | \$1,500.00   | EACH     | 1    | \$1,500.00   |
| 40 | 48"-4020 DRAINAGE STRUCTURE               | \$2,500.00   | EACH     | 1    | \$2,500.00   |
| 41 | 48"-4022 DRAINAGE STRUCTURE               | \$2,500.00   | EACH     | 2    | \$5,000.00   |

**ENGINEER'S ESTIMATE**  
**2022 TRUNK WATERMAIN IMPROVEMENTS**



CITY PROJECT NO. 2021-05  
 CITY OF HOPKINS, MN  
 BMI PROJECT NO. OT1.123683

1/25/2022

| Item No. | Item                                                              | Unit Price   | Unit     | Estimated Quantity | Total Amount |
|----------|-------------------------------------------------------------------|--------------|----------|--------------------|--------------|
| 42       | 48" DESIGN H DRAINAGE STRUCTURE                                   | \$1,500.00   | EACH     | 1                  | \$1,500.00   |
| 43       | 2'X3' CATCH BASIN                                                 | \$1,500.00   | EACH     | 4                  | \$6,000.00   |
| 44       | R-3067-V CATCH BASIN CASTING                                      | \$900.00     | EACH     | 7                  | \$6,300.00   |
| 45       | R-1733 STORM SEWER MANHOLE CASTING (SPECIAL)                      | \$1,000.00   | EACH     | 2                  | \$2,000.00   |
| 46       | R-2510-A STORM SEWER MANHOLE CASTING                              | \$800.00     | EACH     | 1                  | \$800.00     |
| 47       | INSTALL 6" GATE VALVE & BOX                                       | \$1,000.00   | EACH     | 19                 | \$19,000.00  |
| 48       | INSTALL 8" GATE VALVE & BOX                                       | \$1,200.00   | EACH     | 12                 | \$14,400.00  |
| 49       | INSTALL 16" BUTTERFLY VALVE & BOX                                 | \$3,000.00   | EACH     | 8                  | \$24,000.00  |
| 50       | INSTALL 18" BUTTERFLY VALVE & BOX                                 | \$4,000.00   | EACH     | 6                  | \$24,000.00  |
| 51       | WATERMAIN DRILLING PIT                                            | \$10,000.00  | EACH     | 10                 | \$100,000.00 |
| 52       | CUT-IN FITTING (CONNECTION TO HDD INSTALLATION)                   | \$2,500.00   | EACH     | 4                  | \$10,000.00  |
| 53       | CONNECT TO EXISTING WATERMAIN                                     | \$1,500.00   | EACH     | 59                 | \$88,500.00  |
| 54       | 16" PRESSURE RATED WATERMAIN CIPP LINING                          | \$230.00     | LIN FT   | 3063               | \$704,490.00 |
| 55       | 1" CORPORATION STOP                                               | \$450.00     | EACH     | 1                  | \$450.00     |
| 56       | 1.5" CORPORATION STOP                                             | \$750.00     | EACH     | 1                  | \$750.00     |
| 57       | 1" TYPE K COPPER SERVICE PIPE                                     | \$85.00      | LIN FT   | 15                 | \$1,275.00   |
| 58       | 1.5" TYPE K COPPER SERVICE PIPE                                   | \$100.00     | LIN FT   | 15                 | \$1,500.00   |
| 59       | 1" CURB STOP & BOX                                                | \$500.00     | EACH     | 1                  | \$500.00     |
| 60       | 1.5" CURB STOP & BOX                                              | \$850.00     | EACH     | 1                  | \$850.00     |
| 61       | CONNECT TO EXISTING WATER SERVICE                                 | \$700.00     | EACH     | 2                  | \$1,400.00   |
| 62       | 6" WATERMAIN DUCTILE IRON CL 52                                   | \$70.00      | LIN FT   | 239                | \$16,730.00  |
| 63       | 8" WATERMAIN DUCTILE IRON CL 52                                   | \$80.00      | LIN FT   | 169                | \$13,520.00  |
| 64       | 16" WATERMAIN DUCTILE IRON CL 52                                  | \$220.00     | LIN FT   | 1138               | \$250,360.00 |
| 65       | 10" DR 11 DIPS HDPE/ 8" DR 18 DIPS FPVC (TRENCHLESS)              | \$115.00     | LIN FT   | 275                | \$31,625.00  |
| 66       | 10" DR 11 DIPS HDPE/ 8" DR 18 DIPS FPVC (IN CASING) (TRENCHLESS)  | \$255.00     | LIN FT   | 231                | \$58,905.00  |
| 67       | 18" DR 11 DIPS HDPE/ 16" DR 18 DIPS FPVC (TRENCHLESS)             | \$265.00     | LIN FT   | 1255               | \$332,575.00 |
| 68       | 18" DR 11 DIPS HDPE/ 16" DR 18 DIPS FPVC (IN CASING) (TRENCHLESS) | \$470.00     | LIN FT   | 154                | \$72,380.00  |
| 69       | TEMPORARY WATER SERVICE                                           | \$200,000.00 | LUMP SUM | 1.00               | \$200,000.00 |
| 70       | INSTALL HYDRANT                                                   | \$2,500.00   | EACH     | 4                  | \$10,000.00  |
| 71       | WATER TREATMENT PLANT CONNECTIONS                                 | \$100,000.00 | LUMP SUM | 1.00               | \$100,000.00 |
| 72       | WATERMAIN FITTINGS                                                | \$10.00      | POUND    | 17750              | \$177,500.00 |
| 73       | 4" CONCRETE WALK                                                  | \$10.00      | SQ FT    | 1561               | \$15,610.00  |
| 74       | 6" CONCRETE WALK (PEDESTRIAN RAMPS)                               | \$130.00     | SQ YD    | 63                 | \$8,190.00   |
| 75       | 3" BITUMINOUS TRAIL/DRIVEWAY                                      | \$4.00       | SQ FT    | 9495               | \$37,980.00  |
| 76       | CONCRETE CURB & GUTTER DESIGN B618                                | \$20.00      | LIN FT   | 462                | \$9,240.00   |
| 77       | CONCRETE CURB & GUTTER DESIGN B624                                | \$25.00      | LIN FT   | 86                 | \$2,150.00   |
| 78       | 8" CONCRETE DRIVEWAY PAVEMENT                                     | \$125.00     | SQ YD    | 83                 | \$10,375.00  |
| 79       | TRUNCATED DOMES                                                   | \$50.00      | SQ FT    | 140                | \$7,000.00   |
| 80       | DECIDUOUS TREE 4' HT BR                                           | \$1,000.00   | EACH     | 8                  | \$8,000.00   |
| 81       | INLET PROTECTION                                                  | \$250.00     | EACH     | 37                 | \$9,250.00   |
| 82       | BIOROLL                                                           | \$15.00      | LIN FT   | 30                 | \$450.00     |
| 83       | TRAFFIC CONTROL                                                   | \$75,000.00  | LUMP SUM | 1.00               | \$75,000.00  |

**ENGINEER'S ESTIMATE**  
 2022 TRUNK WATERMAIN IMPROVEMENTS



CITY PROJECT NO. 2021-05  
 CITY OF HOPKINS, MN  
 BMI PROJECT NO. OT1.123683

1/25/2022

| Item No. | Item                                                 | Unit Price  | Unit     | Estimated Quantity | Total Amount |
|----------|------------------------------------------------------|-------------|----------|--------------------|--------------|
| 84       | CHANGEABLE MESSAGE BOARDS                            | \$500.00    | UNIT DAY | 30                 | \$15,000.00  |
| 85       | CONSTRUCTION SIGN SPECIAL                            | \$30.00     | SQ FT    | 300                | \$9,000.00   |
| 86       | HYDROSEEDING                                         | \$5.00      | SQ YD    | 6200               | \$31,000.00  |
| 87       | TOPSOIL BORROW SPECIAL                               | \$45.00     | CU YD    | 643                | \$28,935.00  |
| 88       | 4" SOLID LINE WHITE (MULTI-COMPONENT)                | \$5.00      | LIN FT   | 250                | \$1,250.00   |
| 89       | 4" DOUBLE SOLID LINE YELLOW (MULTI-COMPONENT)        | \$5.00      | LIN FT   | 320                | \$1,600.00   |
| 90       | PAVEMENT MESSAGE TURN ARROW (GND IN) (THERMOPLASTIC) | \$500.00    | EACH     | 4                  | \$2,000.00   |
| 91       | CROSSWALK BLOCK (GND IN) (THERMOPLASTIC)             | \$50.00     | SQ FT    | 54                 | \$2,700.00   |
| 92       | LANDSCAPE ALLOWANCE                                  | \$30,000.00 | LUMP SUM | 1.00               | \$30,000.00  |

ESTIMATED BASE BID TOTAL: \$3,195,916.00

ADD ALTERNATE - 12TH AVE

|      |                                                              |             |          |      |             |
|------|--------------------------------------------------------------|-------------|----------|------|-------------|
| A.1  | SAWING BITUMINOUS PAVEMENT (FULL DEPTH)                      | \$4.00      | LIN FT   | 128  | \$512.00    |
| A.2  | ABANDON 6" WATERMAIN                                         | \$10.00     | LIN FT   | 170  | \$1,700.00  |
| A.3  | ABANDON GATE VALVE                                           | \$500.00    | EACH     | 1    | \$500.00    |
| A.4  | REMOVE BITUMINOUS STREET PAVEMENT                            | \$4.00      | SQ YD    | 68   | \$272.00    |
| A.5  | 5" BITUMINOUS STREET PATCH                                   | \$130.00    | SQ YD    | 68   | \$8,840.00  |
| A.6  | 6" GATE VALVE & BOX                                          | \$2,300.00  | EACH     | 1    | \$2,300.00  |
| A.7  | WATERMAIN DRILLING PIT                                       | \$10,000.00 | EACH     | 2    | \$20,000.00 |
| A.8  | CONNECT TO EXISTING WATERMAIN                                | \$1,500.00  | EACH     | 2    | \$3,000.00  |
| A.9  | 6" WATERMAIN DUCTILE IRON CL 52                              | \$70.00     | LIN FT   | 10   | \$700.00    |
| A.10 | 8" WATERMAIN DUCTILE IRON CL 52                              | \$80.00     | LIN FT   | 24   | \$1,920.00  |
| A.11 | 10" DR 11 DIPS / 8" DR 18 DIPS FPVC (IN CASING) (TRENCHLESS) | \$230.00    | LIN FT   | 144  | \$33,120.00 |
| A.12 | WATERMAIN FITTINGS                                           | \$8.00      | POUND    | 141  | \$1,128.00  |
| A.13 | TRAFFIC CONTROL                                              | \$2,500.00  | LUMP SUM | 1.00 | \$2,500.00  |
| A.14 | HYDROSEEDING                                                 | \$5.00      | SQ YD    | 930  | \$4,650.00  |
| A.15 | TOPSOIL BORROW SPECIAL                                       | \$45.00     | CU YD    | 102  | \$4,590.00  |

ESTIMATED ADD ALTERNATE TOTAL: \$85,732.00

ESTIMATED PROJECT TOTAL (BASE + ALTERNATE): \$3,281,648.00

SUBTOTAL: \$3,281,648.00

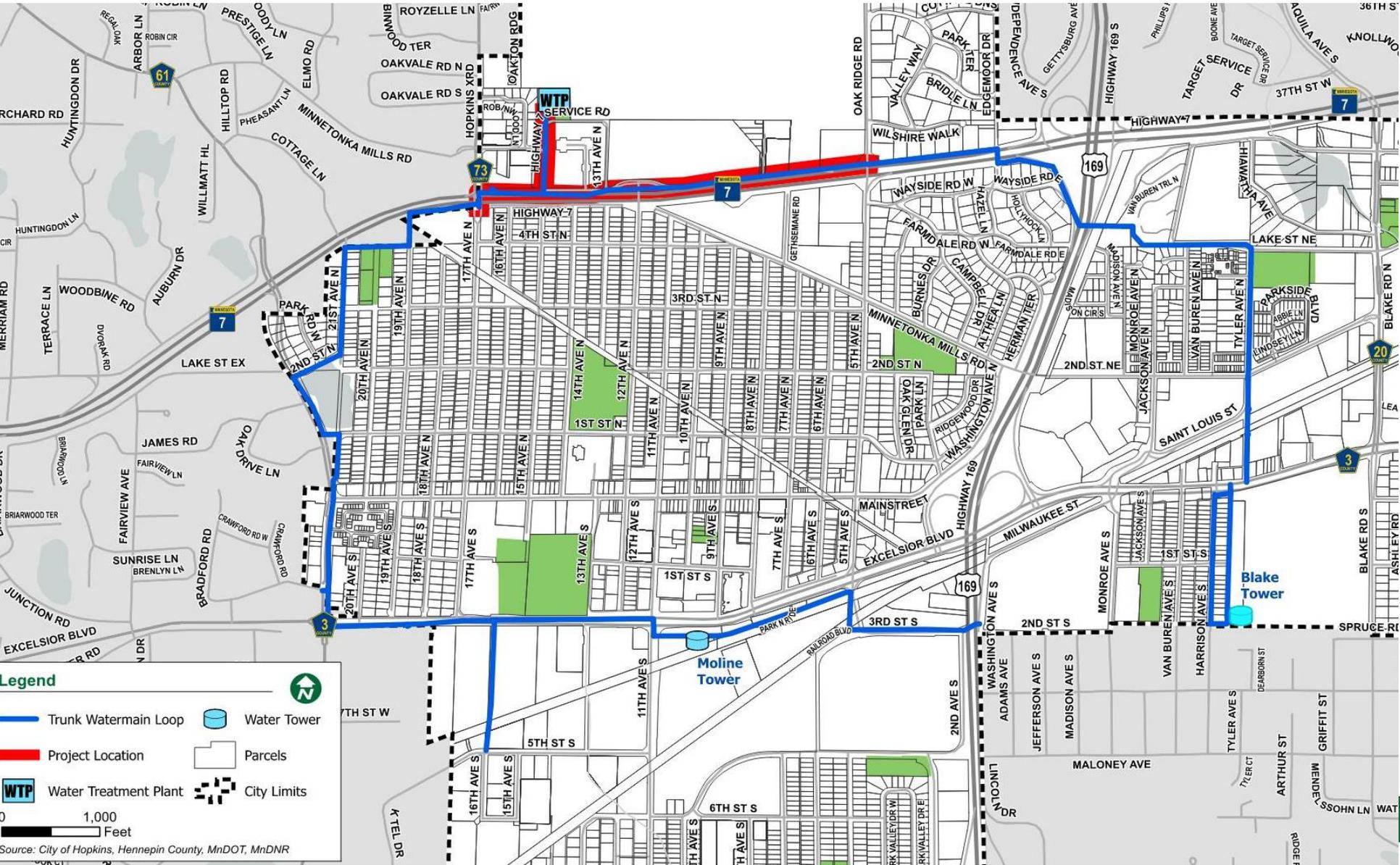
5% CONTINGENCY: \$164,080.00

TOTAL ESTIMATED CONSTRUCTION COST: \$3,445,728.00

21% DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING: \$723,600.00

TOTAL ESTIMATED PROJECT COST: \$4,169,328.00

# Project Location Map



**CITY OF HOPKINS  
HENNEPIN COUNTY, MINNESOTA**

**RESOLUTION NO. 2022-04**

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND  
AUTHORIZING ADVERTISEMENT FOR BIDS  
2022 TRUNK WATERMAIN REHABILITATION  
CITY PROJECT 2021-05**

**WHEREAS**, pursuant to a resolution of the City Council adopted the 19th day of October, 2021 ordering final plans for the 2022 Trunk Watermain Rehabilitation, plans and specifications were developed for improvements for the rehabilitation of the City's trunk watermain in the area of the water treatment plant, and

**WHEREAS**, plans and specifications for City Project No. 2021-05 have been prepared by Bolton & Menk, Inc., and have been presented to Council for approval, and

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

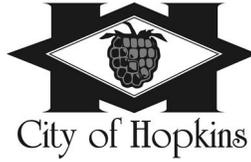
1. Such plans and specification, a copy of which are attached hereto and made a part hereof; are hereby approved and ordered placed on file in the office of the City Clerk.
2. The City Clerk shall prepare and cause to be inserted in the official paper (Sun Sailor), Finance and Commerce, and on QuestCDN an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published, at least three weeks before date set for bid opening, shall specify the work to be done, shall state that bids will be received on QuestCDN until 10:00 a.m., on the 4<sup>th</sup> day of March, 2022 and that no bids shall be considered unless accompanied by a certified check or bid bond, payable to the City of Hopkins, Minnesota for 5% of the amount of such bid.
3. The clerk and city engineer are hereby authorized and instructed to receive, open, and display bids received at the time and place herein noted, and to tabulate the bids received. The Council will consider the bids and award of contract at the March 15, 2022 meeting in the Council Chambers.

Adopted by the City Council of the City of Hopkins, Minnesota, this 31<sup>st</sup> day of January 2022.

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

ATTEST:

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



January 31, 2022

Council Report 2022-011

**DECLARE COST TO BE ASSESSED AND  
ORDER ASSESSMENT HEARING  
2022 STREET AND UTILITY IMPROVEMENTS**

**CITY PROJECT NO. 2021-010**

**Proposed Action**

Staff recommends approval of the following motion: adopt Resolution 2022-005, Declaring Cost to be Assessed and Ordering Preparation of Proposed Assessment; and Resolution 2022-006, Resolution for Hearing on Proposed Assessments.

This action continues an assessable project.

**Overview**

The bid opening for the 2022 Street and Utility Improvements was January 21, 2022. The low bid for the base bid and all add alternates was submitted by Northwest Asphalt. The base bid was \$1,484,752.48, the base bid with all add alternates was \$1,926,007.13. A total of three (3) bids were received. Assessment calculations will be prepared based on the lowest responsible bid and include construction contingency and indirect costs.

**Primary Issues To Consider**

**Supporting Information**

- Project Costs and Assessments
- Public Information
- Schedule
- Recommendation

- Resolutions: 2022-005, 2022-006

Eric Klingbeil, P.E.  
City Engineer

|                                           |                        |                    |
|-------------------------------------------|------------------------|--------------------|
| Financial Impact: <u>N/A</u>              | Budgeted Y/N <u>  </u> | Source: <u>N/A</u> |
| Related Documents (CIP, ERP, etc.): _____ |                        |                    |
| Notes: _____                              |                        |                    |

- **Project Costs and Assessments**

Based on the low bid the total estimated project cost is \$2,500,000, which includes the low bid, 10% construction contingencies, and 20% soft costs. The total project cost is based on the base bid plus all add alternates. The add alternates have no effect on the proposed assessment amounts. The current estimated project amount has decreased from estimate at the time of plan approval. A summary of assessment impacts from previous assessment rolls to the current assessment is as follows:

- All 86 properties will see a decrease from the preliminary assessment due to lower unit prices in the bid versus the engineers estimate.

The interest rate will be 2 percentage points above the Total Interest Cost (TIC) of the bonds to be sold for the project, it is anticipated that the rate will be between 4.25% and 7% for this project. Staff recommends adopting a 15-year term for the assessment as discussed at previous City Council meetings.

- **Public Information**

Staff will be holding a public information meeting in advance of the public hearing to provide additional information relating to the assessment process and answer questions. The date for this meeting is Feb 23, 2023. Notice of these meetings will be mailed with the public hearing notice.

- **Schedule**

|                                                                         |                  |
|-------------------------------------------------------------------------|------------------|
| Order Assessment Hearing                                                | January 31, 2022 |
| Assessment Hearing/Adopt Assessment Roll/<br>Accept Bids/Award Contract | March 1, 2022    |

- **Recommendation**

Staff recommends that council order preparation of the proposed assessment and schedule a public hearing for the assessment for March 1, 2022.

**CITY OF HOPKINS  
HENNEPIN COUNTY, MINNESOTA**

**RESOLUTION 2022-005**

**RESOLUTION DECLARING COST TO BE ASSESSED, AND ORDERING  
PREPARATION OF PROPOSED ASSESSMENT**

**WHEREAS**, costs have been determined for the improvements along 6<sup>th</sup> Avenue South and 7<sup>th</sup> Avenue south from Mainstreet to 2<sup>nd</sup> Street South including pavement, curbing, signage, drainage, water and sanitary sewer improvements and all necessary appurtenances, and the bid price for such improvement is \$1,926,007.13, and the expenses incurred or to be incurred in the making of such improvement including construction contingencies and soft costs amount to \$573,992.87 so that the total cost of the improvement will be \$2,500,000.00.

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

1. The portion of the cost of such improvement to be paid by the city is hereby declared to be \$2,177,205.13, the portion of the cost to be assessed against benefited property owners is declared to be \$322,794.87.
2. Assessments shall be payable in equal annual installments extending over a period of 15 years, the first of the installments to be payable on or after the first Monday in January, 2023, and shall bear interest at the rate 2 percentage points above the true interest cost of the bonds sold for this project.
3. The city clerk, with the assistance of the city engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and she shall file a copy of such proposed assessment in her office for public inspection.
4. The clerk shall upon the completion of such proposed assessment, notify the council thereof.

Adopted by the City Council this 31st day of January, 2022.

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

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

**CITY OF HOPKINS  
HENNEPIN COUNTY, MINNESOTA**

**RESOLUTION 2022-006**

**RESOLUTION FOR HEARING ON PROPOSED ASSESSMENT**

**WHEREAS**, by a resolution passed by the Hopkins City Council on January 31, 2022 the city clerk was directed to prepare a proposed assessment of the cost of improvements along 6<sup>th</sup> Avenue South and 7<sup>th</sup> Avenue south from Mainstreet to 2<sup>nd</sup> Street South, including pavement, curbing, signage, drainage, water and sanitary sewer improvements and all necessary appurtenances,

**AND WHEREAS**, the clerk has been directed to complete the proposed assessment and put it on file in her office for public inspection,

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

1. A hearing shall be held on the 1<sup>st</sup> day of March, 2022 in City Council Chambers in City Hall at 7:00 p.m. to pass upon such proposed assessment and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The city clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and shall state in the notice the total cost of the improvement. The city clerk shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearings.
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 of the assessment on such property, with interest accrued to the date of payment, to the assessment clerk, except that no interest shall be charged if the entire assessment is paid on or before July 29, 2022. Any such owner may at any time thereafter, pay to the assessment clerk 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 before November 30, 2022 or interest will be charged through December 31 of the succeeding year.

Adopted by the council this 31<sup>st</sup> day of January, 2022.

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

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



**ORDINANCE AMENDING CHAPTER 38  
OF THE HOPKINS CITY CODE REGARDING ELECTRIC ASSISTED BICYCLES  
AND MOTORIZED FOOT SCOOTERS AND MICROMOBILITY SHARING  
OPERATIONS**

**Proposed Action.**

Staff recommends that the Council approve the following motion: Motion to Adopt for First Reading Ordinance No. 2022-1179, Amending Chapter 38 of the Hopkins City Code regarding electric assisted bicycles and motorized foot scooters and micromobility sharing operations.

**Overview:**

In the past, the City Council has voiced support for considering a micromobility sharing company to place electric scooters and bicycles in Hopkins to promote multi-modal transportation options and reduce vehicle travel and provide needed first and last mile connections for those who rely on transit. In preparation for releasing a Request for Proposals (RFP) for a micromobility sharing vendor, staff has proposed additional sections to Chapter 38 of the City Code, Traffic and Vehicles, relating to definitions and operation of micromobility vehicles, and definitions and regulations regarding micromobility sharing operations.

The proposed new ordinances were created using model language from adjacent communities who also have agreements with vendors to operate micromobility vehicles. The language in Chapter 38, Article 6 is limited, as much of the details regarding operation will be reserved for a sharing agreement to be signed by a selected vendor and reviewed by the City Attorney.

An RFP for a micromobility vendor would look to establish a pilot program for scooter and bicycle sharing which would run for one (1) season, April through November. At the end of the season, the City may determine if the program was successful and if the contract should be extended. If the City does not deem the program successful or did not find the relationship with the vendor to be satisfactory, the program could either be ended or another RFP could be issued in 2023. At any time during the contract with the selected vendor, the City may choose to end the program for any reason.

*(Continued, next page)*

If approved tonight, an RFP will be posted with the following proposed timeline:

| <b>RFP Event</b>                                                 | <b>Date</b>                                                        |
|------------------------------------------------------------------|--------------------------------------------------------------------|
| Issue Request for Proposals                                      | February 1, 2022                                                   |
| Deadline to Submit Written Questions                             | February 15, 2022                                                  |
| Proposals Due                                                    | 4:00 PM, March 1, 2022                                             |
| Evaluation of Proposals                                          | March 2-11, 2022                                                   |
| Interviews (if required)                                         | 6:30 PM, March 15, 2022                                            |
| Final Selection of Vendors Invited to Negotiate Final Contracts: | March 16, 2022                                                     |
| Anticipated System Implementation                                | April 1, 2022, or as soon as weather permits, whichever is sooner. |

**Supporting Information:**

- Ordinance No. 2022-1179

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PeggySue Imihy Bean, AICP  
Management Analyst

CITY OF HOPKINS  
COUNTY OF HENNEPIN

ORDINANCE NO. 2022-1179

ORDINANCE AMENDING CHAPTER 38  
OF THE HOPKINS CITY CODE REGARDING ELECTRIC ASSISTED BICYCLES  
AND MOTORIZED FOOT SCOOTERS AND MICROMOBILITY SHARING  
OPERATIONS

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

**SECTION 1.** Hopkins City Code, Part II, Chapter 38, Article V is hereby created by adding the double-underlined language as follows:

**ARTICLE V. ELECTRIC ASSISTED BICYCLES AND MOTORIZED FOOT SCOOTERS**

**Sec. 38-217. Definitions.**

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Electric-assisted bicycle.* Electric-assisted bicycle shall have the same definition as provided in Minn. Stat. Section 169.011 Subd. 27, as amended.

*Motorized foot scooter.* Motorized foot scooter shall have the same definition as provided in Minn. Stat. Section 169.011 Subd. 46, as amended.

**Sec. 38-218. Permits.**

- (a) No person shall ride a motorized foot scooter or electric-assist bicycle on any sidewalk, except when necessary to enter or leave adjacent property.
- (b) No person shall ride an electric-assisted bicycle or motorized foot scooter on any street, sidewalk, roadway, public path, or public property where signs have been erected prohibiting bicycle, electric-assisted bicycle, or motorized foot scooter riding.
- (c) Except as prohibited by this section or state law, a person may ride a bicycle, electric-assisted bicycle, or motorized foot scooter on any street, sidewalk, roadway, public path, or trail.

**Sec. 38-219. Operation of bicycles, electric-assist bicycles and motorized foot scooters on bicycle lanes and paths.**

- (a) Where a combination bicycle-pedestrian path has been established, people riding bicycles, electric-assist bicycles and motorized foot scooters shall yield the right-of-way to pedestrians;
- (b) When a person is operating an electric-assisted bicycle or motorized foot scooter within a bicycle lane they may overtake and pass motor vehicles operating in the traffic lane to the

person's left;

- (c) Whenever a bicycle lane or bicycle path is designated as one way only, no person shall operate an electric-assisted bicycle or motorized foot scooter within such lane or path in other than the designated direction.

**Sec. 38-220. Application of traffic laws.**

Every person operating an electric-assisted bicycle or motorized foot scooter pursuant to permit hereunder on designated roadways has all the rights and duties applicable to a driver of any other vehicle pursuant to the state highway traffic laws and regulations except when those provisions cannot reasonably be applied to motorized electric-assisted bicycle or motorized foot scooter except in compliance with this article and the provisions of M.S.A. ch. 171 pertaining to driver licenses.

**Sec. 38-221 Parking.**

- (a) No person shall park an electric-assisted bicycle or motorized foot scooter upon a street, highway, or alley other than at the edge of the developed portion of such street, or alley;
- (b) No person shall park an electric-assisted bicycle, or motorized foot scooter on a sidewalk other than in a bicycle rack or as near to the edge of the sidewalk as practicable so as to create the least possible obstruction to pedestrian traffic.

**SECTION 2.** Hopkins City Code, Part II, Chapter 38, Article VI is hereby created by adding the double-underlined language as follows:

**ARTICLE VI. MICROMOBILITY SHARING OPERATIONS**

**Sec. 38-222. Definitions.**

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Impoundment* or *impound* as used in this chapter means removal of a micromobility vehicle to a storage facility or designated impound location by the City or a licensed City contractor in response to authorization from a police officer, traffic control agent, or other City employee who is designated by the director of public works to act under this section.

*License agreement* or *license* as used in this section shall mean a written contract or agreement issued by the City Manager or their designee, with approval by the City Council.

*Micromobility vehicle* as used in this section shall include bicycles, electric-assisted bicycles, motorized foot scooters, and any other transportation device identified as a micromobility vehicle pursuant to City Council action. A current list of all licensed micromobility vehicles included in this definition shall be kept on file by the City Manager or their designee and will be made readily available for public inspection.

*Micromobility sharing* or *micromobility sharing operation* as used in this section shall mean any

rental or lending service that:

- 1) Allows riders to temporarily use micromobility vehicles available from a fleet in exchange for a fee or other form of direct or indirect compensation; and
- 2) Encourages, allows, or is susceptible to micromobility vehicle vending, renting, or lending from City-maintained right-of-way or other City property.

**Sec. 38-223. License Agreement Required.**

- (a) Notwithstanding any other provision to the contrary, no person shall engage in the business of micromobility sharing from City-maintained right-of-way or other City property without a valid license agreement with the City.
- (b) Any micromobility vehicle that is part of a micromobility sharing operation not authorized by a license agreement under this section shall be deemed an unpermitted micromobility vehicle. Any person in possession of an unpermitted micromobility vehicle may ride such micromobility vehicle into and through the City, subject to all applicable state and local laws and rules. All unpermitted micromobility vehicle must be attended by the same user at all times while on City-maintained right-of-way or other City property. As used in this article, "attended" means a readily identifiable user is located within five (5) feet of the micromobility vehicle.

**Sec. 38-224. Maintenance of equipment.**

Licensee shall maintain safe operating condition of all micromobility vehicles rented, leased, or furnished by them.

**Sec. 38-225. Control of right-of-way.**

License agreements issued pursuant to this chapter shall not operate so as to transfer ownership or control of the public right-of-way to micromobility sharing operators, or to any other party.

**Sec. 38-226 Compliance with laws.**

Micromobility sharing operators and consumers shall comply with all applicable federal, state, and local laws, as they may be amended from time to time. The operation of a micromobility vehicle upon a public street, alley, highway, sidewalk, or other public property in the City shall be governed by the corresponding provisions of [Minn. Stat., Chapter 169](#).

**Sec. 38-227 Attachment of micromobility vehicles prohibited.**

Micromobility vehicles that are part of any micromobility sharing operation shall not, for any length of time, be secured, attached, or connected to a bicycle rack, or any other immovable object with a lock unless expressly permitted under a valid license agreement.

**Sec. 38-228 Enforcement.**

- (a) Micromobility vehicles may be deemed to be part of a micromobility sharing operation based on any of the following: marketing or advertising associated with a business logo attached to the vehicle; marketing or advertising associated with the overall appearance of the vehicle; the

existence of a locking mechanism that can be unlocked for a fee or other form of direct or indirect compensation; or any other indicator that would lead a reasonable person to believe that the vehicle is used for micromobility sharing as defined in this section.

- (b) Any micromobility vehicle deemed to be part of a micromobility sharing operation that is found illegally parked, or otherwise in violation of this section or the terms of a valid City license agreement, shall be subject to impoundment under subsection (38-xx) herein.
- (c) Any micromobility vehicle deemed to be part of a micromobility sharing operation that is left unattended on private property shall be subject to impoundment under subsection (38-xx) herein. Impoundment shall not occur unless and until a qualifying request to remove the micromobility vehicle is made by the owner or authorized representative of such property.
- (d) In addition to any other remedy available at equity or law, failure to comply with the provisions of this section, or with the terms of any license agreement issued pursuant hereto, may result in impoundment as provided in this section, license termination, suspension or cancellation, administrative fines, restrictions, or other penalties as provided herein.

### **Sec. 38-229 Impounding authorized.**

- (a) Micromobility vehicles may be impounded by any traffic officer or duly authorized City employee because:
  - i. The micromobility vehicle was found improperly attached in violation of subsection (e) herein.
  - ii. The micromobility vehicle was found unattended and blocking traffic or public infrastructure, or otherwise compromising public safety.
  - iii. The micromobility vehicle is part of an unpermitted micromobility vehicle sharing operation or is found in violation of one or more provisions of this section.
  - iv. The micromobility vehicle is found in violation of one or more of the terms of a contract or license issued under subsection (38-xx b) herein.
- (b) All micromobility vehicles found in violation of this section are subject to impoundment without warning.
- (c) Not more than seventy-two (72) hours after impoundment of any micromobility vehicle, the City shall provide written notice to the owner of the micromobility vehicle, as disclosed by readily identifiable owner contact information attached to the micromobility vehicle. The notice shall be sent by either electronic or US mail. The notice shall contain the full particulars of the impoundment and redemption process. If a micromobility vehicle is redeemed prior to the submission of notice, or if the City is unable to readily identify the owner, then notice need not be sent. Saturdays, Sundays, and City holidays are to be excluded from the calculation of the seventy-two-hour period.
- (d) All micromobility vehicles impounded under this section shall be subject to an impounded fee that is sufficient to offset the City's costs of enforcement and storage for each such micromobility vehicle.

Sale of impounded micromobility vehicles. Any micromobility vehicle lawfully coming into the possession of the City and remaining unclaimed by the owner for a period of at least thirty (30)

days may be sold to the highest bidder at public auction or sale following reasonable published notice.

**SECTION 3.** In accordance with Section 3.03 of the City Charter and Minn. Stat. § 412.191, subd. 4, due to the significant length of this Ordinance, City staff shall have the following summary printed in the official City newspaper in lieu of the complete ordinance:

On February 15, 2022, the Hopkins City Council adopted Ordinance 2022-1179 **AN ORDINANCE AMENDING CHAPTER 38 OF THE HOPKINS CITY CODE REGARDING ELECTRIC ASSISTED BICYCLES AND MOTORIZED FOOT SCOOTERS AND MICROMOBILITY SHARING OPERATIONS.**

A printed copy of the ordinance is available for inspection during regular business hours at Hopkins City Hall and is available online at the City's web site located at [www.hopkinsmn.com](http://www.hopkinsmn.com).

**SECTION 4.** The effective date of this ordinance shall be the date of publication.

|                              |                   |
|------------------------------|-------------------|
| First Reading:               | January 31, 2022  |
| Second Reading:              | February 15, 2022 |
| Date of Publication:         | February 24, 2022 |
| Date Ordinance Takes Effect: | February 24, 2022 |

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

ATTEST:

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