

**HOPKINS HRA
AGENDA
Tuesday, July 9, 2024
6:30 pm**

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

- I. CALL TO ORDER**
- II. ADOPT AGENDA**
- III. CONSENT AGENDA**
 - 1. Approve Minutes of the June 4, 2024, regular meeting
 - 2. Approve Disbursements through June 26, 2024
- IV. ADJOURN**

**HOPKINS HOUSING AND REDEVELOPMENT AUTHORITY
REGULAR MEETING PROCEEDINGS
TUESDAY, JUNE 4, 2024**

CALL TO ORDER

Pursuant to due call and notice thereof a regular meeting of the Hopkins Housing and Redevelopment Authority was held on Tuesday, June 4, 2024, at 6:30 p.m. in the Council Chambers at City Hall, 1010 1st Street South.

Board Chairperson Hanlon called the meeting to order with Board Members Hunke, Goodlund, Garrido, and Balan attending. Others attending included Executive Director Mornson.

ADOPT AGENDA

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

Motion to Adopt the Agenda.

Ayes: Hunke, Goodlund, Garrido, Balan, Hanlon.

Nays: None.

CONSENT AGENDA

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

Motion to approve the Consent Agenda.

1. Approve Minutes of the May 7, 2024, regular meeting
2. Approve Disbursements through May 22, 2024
3. Resolution to Adopt the Revised Procurement Policy

Ayes: Hunke, Goodlund, Garrido, Balan, Hanlon.

Nays: None.

ADJOURNMENT

There being no further business to come before the HRA and upon a motion by Balan, second by Garrido, the meeting was unanimously adjourned at 6:31 p.m.

Respectfully Submitted,



Amy Domeier, City Clerk

Accounts Payable

Checks by Date - Summary by Check Date

User: klindbery
 Printed: 6/28/2024 10:18 AM

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
16131	102	CENTERPOINT ENERGY	05/29/2024	0.00	1,498.72
16132	142	HOME DEPOT CREDIT SERVICES	05/29/2024	0.00	1,391.15
16133	135	INTERSTATE POWER SYSTEMS	05/29/2024	0.00	468.75
16134	125	KENNEDY & GRAVEN, CHARTERED	05/29/2024	0.00	369.60
16135	122	MIDWEST MAINTENANCE & MECHANICAL	05/29/2024	0.00	50.00
16136	139	TRUGREEN	05/29/2024	0.00	72.80
16137	112	VERIZON	05/29/2024	0.00	87.44
Total for 5/29/2024:				0.00	3,938.46
16138	149	AAA LAMBERTS LANDSCAPE	06/14/2024	0.00	150.00
16139	235	JODIE ARFMANN	06/14/2024	0.00	200.00
16140	106	C. NABER & ASSOCIATES	06/14/2024	0.00	231.00
16141	120	CITY OF HOPKINS UTILITIES	06/14/2024	0.00	1,916.15
16142	212	DICK'S SANITATION SERVICE, INC.	06/14/2024	0.00	2,264.56
16143	137	FINKEN	06/14/2024	0.00	44.05
16144	103	HANCE ACE HARDWARE	06/14/2024	0.00	2,676.91
16145	187	BOBBY PARKER	06/14/2024	0.00	200.00
16146	116	PLUNKETT'S PEST CONTROL	06/14/2024	0.00	70.00
16147	118	VAIL PLACE	06/14/2024	0.00	6,620.83
16148	119	XCEL ENERGY	06/14/2024	0.00	3,493.24
Total for 6/14/2024:				0.00	17,866.74
16149	128	CANON FINANCIAL SERVICES	06/26/2024	0.00	324.00
16150	102	CENTERPOINT ENERGY	06/26/2024	0.00	392.29
16151	154	FIRST ADVANTAGE	06/26/2024	0.00	33.34
16152	142	HOME DEPOT CREDIT SERVICES	06/26/2024	0.00	2,338.05
16153	196	OWENS COMPANIES, INC.	06/26/2024	0.00	612.25
16154	108	QUALITY RESOURCE GROUP	06/26/2024	0.00	204.61
16155	139	TRUGREEN	06/26/2024	0.00	72.80
16156	216	UNITED LABORATORIES, INC.	06/26/2024	0.00	248.93
16157	112	VERIZON	06/26/2024	0.00	87.44
Total for 6/26/2024:				0.00	4,313.71
Report Total (27 checks):				0.00	26,118.91

HOPKINS CITY COUNCIL

AGENDA

Tuesday, July 9, 2024

6:30 pm

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

Schedule HRA Meeting before City Council Meeting

I. CALL TO ORDER

II. ADOPT AGENDA

III. PRESENTATIONS

1. Introduction and Oath of Office for Police Officers; Johnson/Domeier
2. Update from Hopkins Raspberry Festival; LouJean Gleason
3. Update from Community Health Alliance; Specken
4. Sustainability Workplan; Larson

IV. CONSENT AGENDA

1. Minutes of the June 11, 2024, Regular Meeting Proceedings
2. Ratify Checks Issued in June, 2024; Bishop
3. Resolution Approving Memorandum of Agreement Regarding the Climate Pollution Reduction Grant; Larson
4. Resolution Approving Grant Agreement Regarding the 2024-2026 Water Efficiency Grant; Larson
5. Approval of Proposed Police Department Staffing and Capacity Assessment; Johnson
6. Enter into Joint Powers Agreement for Hwy 7 Safe Road Zone Grant Projects; Johnson

V. PUBLIC HEARINGS

VI. OLD BUSINESS

VII. NEW BUSINESS

1. Contract for Consulting Services for an End-of-Trip Facilities Plan and Multimodal Transportation Planning Update; Howard

VIII. PUBLIC COMMENT

IX. ANNOUNCEMENTS

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

X. ADJOURN



CITY OF HOPKINS

**Police Department
Administration Department**

Memorandum

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

From: Brent Johnson, Police Chief
Amy Domeier, City Clerk

Date: July 9, 2024

Subject: Introduction and Oath of Office for Police Officers

PURPOSE

Introduction of new police officers and oath ceremony.

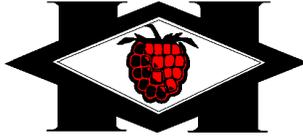
INFORMATION

Police Chief Johnson will introduce Hopkins Police Officers Rachel Anderson and Sarah Blakenburg. Following Mr. Johnson's presentation, City Clerk Domeier will issue the Oath of Office to the officers.

Together we will thank the new officers for maintaining our commitment to excellence to Inspire, Educate, Involve and Communicate.

FUTURE ACTION

N/A



CITY OF HOPKINS

Administration

Memorandum

To: Honorable Mayor and Council Members
From: Mike Mornson, City Manager
Date: July 9, 2024
Subject: Update from Hopkins Raspberry Festival

PURPOSE

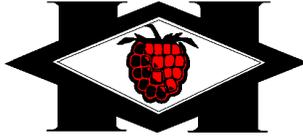
The Raspberry Festival will take place July 17-21, 2024. LouJean Gleason with the festival committee will be attending the meeting to provide an update on the events

INFORMATION

To find out more information the 2024 Hopkins Raspberry Festival, please visit <http://www.raspberrycapital.com/> .

FUTURE ACTION

N/A



Fire Department

CITY OF HOPKINS

Memorandum

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

From: Dale Specken, Fire Chief

Date: July 9, 2024

Subject: Community Health Alliance

PURPOSE:

Presentation on Community Health Alliance.

INFORMATION:

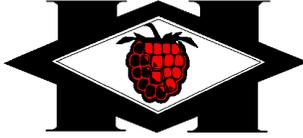
Over the past year the Fire Department has been working with Care Connection closing the gaps with ongoing healthcare. This program will help connect residents with the right services at the at the right time.

The Community Health Alliance bridges the gap in critical healthcare services and communication that often occurs between a 911 call and a patient returning home. Whether it's a senior adult who's fallen in their home, an individual who doesn't use English as their first language having a mental health issue, or any community member who could benefit from someone who understands and can navigate multiple healthcare systems, the Community Health Alliance is here to help everyone.

Fire Departments are focused on community risk reduction, and communities – especially those that tend to be under-served or disadvantaged – are at a greater risk where there is a gap between the hospital/nursing home/transitional care unit and home. The Care Coordination Model follows the patient during the entire process, ensuring a smooth transition and more successful recovery. The Care Coordination Model, developed by Care Resource Connection, is unique due to its government agency affiliation and access which widens the network of resources to the local, county, and state level.

FUTURE ACTION:

N/A



Engineering

CITY OF HOPKINS

Memorandum

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

From: Mikala Larson, Sustainability Specialist

Date: July 09, 2024

Subject: Sustainability Workplan

PURPOSE

City staff will present a sustainability workplan that will aid in prioritizing and organizing sustainability initiatives. The presentation will include a background on the workplan, an overview of how the plan was created and what is included, and how the workplan will inform future efforts. Staff is seeking feedback from City Council on the direction of the sustainability workplan. No action is needed.

INFORMATION

The City of Hopkins has implemented significant sustainability initiatives impacting both local government operations and community-wide operations, with more initiatives planned. City Council support for sustainability has led to an increase in efforts and resources dedicated to sustainability. The benefits of this work are apparent in the community, but the City does not have specific sustainability or climate goals or a way to comprehensively track progress and move toward achieving targets. With the creation of a full-time Sustainability Specialist position within the City of Hopkins, the value of a dedicated sustainability workplan became apparent. The role is expected to bring a more organized, strategic approach to sustainability, ensuring that initiatives are implemented effectively. The workplan will support these efforts by creating a structured and strategic approach to implementing and managing the City's sustainability initiatives and serve to track progress and milestones in a dedicated space. Using background of sustainability in the City of Hopkins, City staff and Abby Finis from Local Climate Solutions developed a sustainability workplan and framework that will guide sustainability efforts in the City of Hopkins.

When the Sustainability Specialist was onboarded, past, ongoing, and future sustainability projects were communicated using onboarding documents and meetings. These served as the basis for the projects in the sustainability workplan. The workplan was then created by grouping projects into categories and assigning timelines and goals based on knowledge of City Council priority, community impact, adopted plans, and best practices from local, state, and federal levels. This information was captured in Airtable, a cloud-based platform. Information can be stored, tracked and collaborated on across departments using Airtable, and the platform offers a manageable approach to organizing and reviewing information. The sustainability workplan is designed to provide direction and structure; while allowing for flexibility so City staff can pursue new

opportunities and adapt to changing circumstances while maintaining ongoing programs.

Put into practice, the sustainability workplan and accompanying Airtable will allow staff to prioritize existing and future sustainability initiatives, track progress and easily reference program statuses. This will be helpful for day-to-day operations, long-term planning, communication of work to City departments, and sharing updates to City Council. The workplan identifies seven sections: Projects, Programs, Professional Development, Engagement, Funding, Recognition and Reporting, and Beyond Hopkins. Each section is broken down into components, including category, specific task, milestones, timeline. Examples of this layout are included below.

Funding: Identify state and federal funding resources to support implementation.

Category	Project	Outputs/Milestones	Timeline
Grants	Management	<ul style="list-style-type: none"> MPCA resilience grant Energy Futures Grant Metropolitan Council Water Efficiency Grant Hennepin County Multifamily SCORE Funding 	July 2024 – June 2026
	Tracking	<ul style="list-style-type: none"> EPA Environmental Change Grant Direct pay incentives 	July 2024 – Nov. 2024 Tax incentives available through 2033
	Pending	<ul style="list-style-type: none"> Climate Action Planning Grant Solar for Public Buildings 	TBD

Professional Development: Sustainability and local climate action practices continue to evolve. It’s important for staff to stay up to date on emerging topics through trainings and other events.

Category	Initiative	Outputs/Milestones	Timeline
General	Intern Supervisor	Establish intern outcomes and support professional development.	July-August 2024
	Training	Attend 2-4 trainings annually.	July 2024 – July 2025
	USDN Membership	Take advantage of member benefits.	Annual

Recognition and Reporting: Complete reporting requirements to achieve milestones across recognition programs.

Category	Project	Outputs/Milestones	Timeline
Recognition	SolSmart	Achieve Gold designation	June 2025
	GreenStep Cities	Achieve Step 5	Due April 2025
	Charging Smart	Achieve Gold designation	June 2025
	Tree City USA	Achieve recognition	December 2024
Reporting	B3 Benchmarking	Annual Reporting	December 2024

The workplan also serves as a foundational document for comprehensively tracking sustainability and climate initiatives in the City, with the goal of developing a Hopkins climate action and resiliency plan that would be informed in part by the workplan. The City of Hopkins applied for grant funding through the Minnesota Pollution Control

Agency's Local climate action grant program to complete a climate action and resiliency plan. If awarded, the climate action and resiliency plan would incorporate community engagement, summarize existing conditions, establish targets and strategies, and serve as a formal plan addressing climate and resiliency work. The sustainability workplan will serve as an initial plan to guide sustainability work over the next few years, that would be incorporated into a formal climate action and resiliency plan in the future.

City staff is pleased to present the City of Hopkins' first sustainability workplan to City Council.

FUTURE ACTION

Staff is seeking feedback on the direction of the sustainability workplan.

SUPPORTING INFORMATION

- Hopkins Sustainability Workplan 2024

Hopkins Sustainability Workplan 2024

Background: The City of Hopkins has implemented several sustainability initiatives over the past decade. Staff have been thoughtful about how to incorporate and implement sustainability and resilience through various planning and zoning efforts, as well as through multiple projects. However, the City does not have specific sustainability or climate goals or a way to comprehensively track progress and move toward achieving targets.

The newly created role of Sustainability Specialist presents an opportunity for a more organized approach to implementing sustainability and climate-focused initiatives. This role is expected to bring a more organized, strategic approach to sustainability, ensuring that initiatives are implemented effectively. The Sustainability Specialist will coordinate across departments, engage with the community, and lead the development of a formal climate action framework. This role will also help integrate sustainability into the city's long-term planning processes, making it a core component of Hopkins' development strategy.

Purpose: The purpose of this sustainability workplan is to provide a structured, strategic approach to implementing and managing the city's sustainability initiatives. This document is designed to assist the Sustainability Specialist in prioritizing the workload in consideration of deadlines, impact, and available resources. It aims to create a cohesive framework that aligns ongoing and future projects with the City's sustainability objectives.

A more detailed breakdown of initiatives is included in an Airtable base to help monitor progress, highlight key achievements, and ensure transparency in the City's sustainability work. This workplan represents the first step in organizing and managing sustainability efforts in Hopkins. Over the next year, the Sustainability Specialist will focus on achieving the following goals.

2024-2025 Goals:

1. Continue:
 - a. Implementing on-going sustainability projects and programs.
 - b. Tracking GreenStep Cities metrics and achieve Step 5.
 - c. Monitoring and reporting B3 building energy use metrics.
2. Engage staff, residents, and businesses to create awareness and build support for a more sustainable Hopkins.
3. Develop a climate action plan to guide the City in reducing its greenhouse gas emissions and adapting to a changing climate.
4. Support policy and regulatory initiatives that enable local climate action.
5. Acquire additional funding to support sustainability and climate initiatives.

The following outlines specific projects, programs, and initiatives that will be implemented in the coming years. The organization of the work can help provide direction and focus, allowing the Sustainability Specialist to prioritize workload and determine resource allocation. The supplementary Airtable base will help monitor and track progress across initiatives, delegate tasks, and coordinate across departments. A list of resources is included at the end of the document to assist with implementation.

As the City works to develop a climate action plan that includes specific goals and targets, this work plan can be modified to ensure successful implementation of that plan. This is intended to be flexible, enabling city staff to pursue new opportunities and adapt to changing circumstances while maintaining ongoing programs.

Projects: Hopkins currently has multiple projects aimed at different aspects of sustainability. Projects are individual and often temporary initiatives with specific outputs.

Category	Project	Outputs/Milestones	Timeline
Transportation	Fleet electrification	Complete electrification study.	July 2024 – June 2025
	HOURCAR	Launch HOURCAR expansion in Hopkins.	July 2024 – June 2026
	EV Chargers	Complete strategy for EV charger installation.	July 2024 – June 2026
Energy	Solar on city buildings	Complete assessment of solar installations on city roofs; apply for funding.	June 2024 – May 2026
	Shady Oak District Energy	Complete initial concept for district energy project.	2030
	Solar on the City landfill	Work through regulatory barriers with MPCA.	2030
Resilience	Heat vulnerability study	Leverage study to support implementation projects.	Complete – Ongoing Use
	Resilience Hub	Complete design of resilience hub.	July 2024 – June 2025

Programs: City staff manage multiple programs aimed at improving sustainability in the community. These are on-going initiatives that continue over an extended period and can be recurring.

Category	Program	Outputs/Milestones	Timeline
Transportation	Micromobility Sharing	Identify vendor w/ partner cities (Golden Valley and St. Louis Park).	Annually, paused
Energy	Climate Solutions Fund	Administer 2024 funds.	June 2024 – December 2024
	Electrify Everything	Host Workshops to encourage electrification.	June 2024 – June 2025
	Partners in Energy	Begin to implement Energy Action Plan.	June 2024 – June 2030
Waste	City-wide waste	Increase recycling and composting rates through education and engagement.	Ongoing

Professional Development: Sustainability and local climate action practices continue to evolve. It's important for staff to stay up to date on emerging topics through trainings and other events.

Category	Initiative	Outputs/Milestones	Timeline
General	Intern Supervisor	Establish intern outcomes and support professional development.	July-August 2024
	Training	Attend 2-4 trainings annually.	July 2024 – July 2025
	USDN Membership	Take advantage of member benefits.	Annual

Engagement: Hopkins engages both staff and residents to help ensure people are aware of the various sustainability programs and initiatives offered by the City and how to participate in best practices.

Category	Project	Outputs/Milestones	Timeline
Staff	Internal sustainability education	Widespread behavior change among staff.	Ongoing
Community	EV and Electric Bike Outreach	Residents participate in incentive programs.	June 2024 – Dec. 2024
	Communications	Include sustainability highlights and updates in City communication materials.	July 2024 – July 2025
	SCORE funding	Engage residents in multi-family housing on waste practices.	July 2024 – July 2025
	Sustainability events	Conduct multiple events.	July 2024 – July 2025

Funding: Identify state and federal funding resources to support implementation.

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Beyond Hopkins: Work with partners and coalitions to learn, collaborate, and implement new ideas and actions.

Category	Project	Outputs/Milestones	Timeline
Network	Community Energy Network	Participate in CEN meetings	Quarterly
	City partnerships	Meet regularly with sustainability staff in west metro	Monthly

Policy and Regulation	Support policy and regulatory initiatives that enable local climate action.	Submit and/or sign-on to letters of support to the legislature and/or PUC	Ad hoc
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Resources

The following lists contain resources to support the implementation of sustainability initiatives in Hopkins. This includes funding opportunities, tools, and example climate action plans from other communities.

Funding

Source	Title	Description	Website
Federal Government	Grants.gov	General site for all federal grants.	Register Grants.gov
	Office of State and Community Energy Programs (SCEP)	DOE programs specifically aimed at state and local government energy action.	Office of State and Community Energy Programs Department of Energy
	EPA for State and Local Governments	EPA programs specifically aimed at state and local government sustainability and climate justice action.	EPA for State and Local Governments US EPA
	The Green and Resilient Retrofit Program.	HUD program aimed at resilience improvements in subsidized housing.	Green and Resilient Retrofit Program (GRRP) HUD.gov / U.S. Department of Housing and Urban Development (HUD)
	Urban & Community Forestry IRA Grants	US Forest Service funding for planning and management of urban forests.	Urban Forests US Forest Service (usda.gov)
	Direct Pay Tax Incentives	Guide on availability of tax incentives for tax-exempt entities.	Direct Pay Clean Energy The White House
	Federal tax credits	Information from the EPA detailing energy efficiency and electrification incentives available for individuals.	Federal Tax Credits for Energy Efficiency ENERGY STAR
	Great Lakes TCTAC	Environmental Justice Thriving Communities Technical Assistance Center	Great Lakes Environmental Justice TCTAC (umn.edu)

Source	Title	Description	Website
State Government	Local Climate Action Grants	MPCA funding to assist with planning and implementation of climate action.	Closed: Local climate action grants Minnesota Pollution Control Agency (state.mn.us)
	Solar on Public Buildings	Commerce funding to assist local governments with adding solar to government buildings.	Solar on Public Buildings / Minnesota Department of Commerce - Energy (mn.gov)
	State Energy Programs	Updates on new and existing programs.	New Energy Programs / Minnesota Department of Commerce - Energy (mn.gov)
	Energy funding opportunities	Regularly updated list of state and federal funding opportunities.	Energy-Specific Funding Opportunities / Minnesota

			Department of Commerce - Energy (mn.gov)
	Environmental funding opportunities	Regularly updated list of state funding opportunities.	Grants, loans, and contracts Minnesota Pollution Control Agency (state.mn.us)

Tools:

Source	Title	Description	Website
Federal Government	Low-income Energy Affordability Data Tool (LEAD)	Energy burden data to assist with decision-making.	LEAD Tool Department of Energy
	State and Local Planning for Energy (SLOPE)	GHG modeling and scenario planning tool.	State and Local Planning for Energy (nrel.gov)
	Climate and Economic Justice Screening Tool	Maps census tracts that are considered disadvantaged by the federal government.	Explore the map - Climate & Economic Justice Screening Tool (geoplatform.gov)

Source	Title	Description	Website
Minnesota	Minnesota Climate Mapping and Analysis Tool	Interactive tool that provides highly localized climate projections for Minnesota.	Minnesota CliMAT University of Minnesota Climate Adaptation Partnership (umn.edu)
	Growing Shade	Equity and treen canopy mapping tool from the Metropolitan Council.	Tree Canopy - Metropolitan Council (metrocouncil.org)
	Regional Indicators Initiative	GHG inventory tool.	Home RII (regionalindicatorsmn.com)
	GreenStep Cities	Statewide sustainability recognition program.	Welcome to GreenStep Cities GreenStep Cities (state.mn.us)

City CAP Examples:

Source	Title	Description	Website
Climate Action Plans	Saint Paul Climate Action and Resilience Plan	Long-range climate action plan to reduce emissions and adapt to climate change.	Climate Action & Resilience Plan Saint Paul Minnesota (stpaul.gov)
	Duluth Climate Action Work Plan	Five-year work plan to address climate change through city operations.	duluth-cawp_final_and_financememo.pdf (duluthmn.gov)
	Minnetonka Climate Action and Adaptation Plan	Climate plan that focuses on providing resources for residents and businesses to act on climate.	Documents Climate Action and Adaptation Plan Minnetonka Matters

**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
JUNE 11, 2024**

CALL TO ORDER

Pursuant to due call and notice thereof a regular meeting of the Hopkins City Council was held on Tuesday, June 11, 2024, at 6:30 p.m. in the Council Chambers at City Hall, 1010 1st Street South.

Mayor Hanlon called the meeting to order with Council Members Balan, Garrido, Goodlund, and Hunke attending. Others attending included City Manager Mornson, City Assistant City Manager Casella, Clerk Domeier, Finance Director Bishop, Sustainability Specialist Larson and Special Projects and Initiatives Manager Imihy Bean.

Mayor Hanlon thanked the Hopkins Police and Fire Departments and surrounding departments for their search efforts when Waey's Mohamed was missing. He shared his sympathy with Waey's family and the family of fallen Minneapolis Police Officer Jamal Mitchell.

ADOPT AGENDA

Mayor Hanlon shared the addition of New Business Item VII.2. Resolution Conditionally Approving Memorandum of Agreement Regarding the Climate Pollution Reduction Grant.

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

Motion to Adopt the Agenda as Amended.

Ayes: Balan, Garrido, Goodlund, Hanlon, Hunke

Nays: None. Motion carried.

PRESENTATIONS

III.1. Presentation of the 2024 ASLA Minnesota Planning and Design Award; Imihy Bean

Special Projects and Initiatives Manager Imihy stated the Hopkins Heat Vulnerability Study was awarded a merit award and presented it to the City Council.

CONSENT AGENDA

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

Motion to Approve the Consent Agenda.

1. Minutes of the June 4, 2024, Regular Meeting Proceedings
2. Minutes of the June 4, 2024, Closed Meeting Proceedings
3. Approval of Temporary Liquor License for St. Gabriel the Archangel Church; Domeier
4. Enter into Joint Powers Agreement with Hennepin County for Assessing Services; Bishop
5. Amend 2024-2028 Capital Improvement Plan for Shady Oak Beach Parking Lot Mill & Overlay Project; Bishop

Ayes: Balan, Garrido, Goodlund, Hanlon, Hunke

Nays: None. Motion carried.

**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
JUNE 11, 2024**

NEW BUSINESS

VII.1. 2023 Audit and Annual Comprehensive Financial Report; Bishop

Justin Nilson, Partner with ABDO presented their results. The Annual Comprehensive Report is available on the City's online document archives: <https://lf.hopkinsmn.com/WebLink/DocView.aspx?id=483707&dbid=1&repo=Hopkins>.

VII.2. Resolution Conditionally Approving Memorandum of Agreement Regarding the Climate Pollution Reduction Grant; Larson

Sustainability Specialist Mikala Larson summarized City Council Report 2024-077. The City Council was asked to support a grant application to the EPA's Climate Pollution Reduction Grant to propose a Twin Cities Commercial Energy Efficiency program.

Motion by Balan. **Second** by Hanlon.

Motion to conditionally approve Memorandum of Agreement regarding the Climate Pollution Reduction grant.

Ayes: Balan, Garrido, Goodlund, Hanlon, Hunke

Nays: None. Motion carried.

PUBLIC COMMENT

Lynn Bialick, 320 5th Avenue North, Hopkins shared concerns about her neighbors, Chapleview rental properties and rental inspections. Mayor Hanlon offered to meet with the Police and Fire Departments.

Jean Hammond 338 8th Avenue North shared concerns about her property boulder wall. Mayor Hanlon requested that staff follow up with Ms. Hammond.

ANNOUNCEMENTS

Mayor Hanlon shared the City Council meeting schedule. Council Member Balan shared that he will be moving out of Hopkins. His tentative last day on City Council is early August.

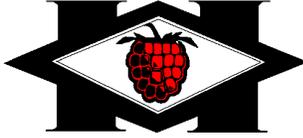
ADJOURNMENT

There being no further business to come before the City Council, and upon a motion by Balan, second by Goodlund, the meeting was unanimously adjourned at 7:11 p.m.

Respectfully Submitted,



Amy Domeier City Clerk



Finance Department

CITY OF HOPKINS

City Council Report 2024-082

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

From: Nicholas Bishop, Finance Director

Date: July 9, 2024

Subject: Ratify Checks Issued in June 2024

RECOMMENDED ACTION

MOTION TO Ratify Checks issued between May 31, 2024 and June 30, 2024 with numbers 135106 thru 135393 for total distribution of \$3,474,182.49.

OVERVIEW

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

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

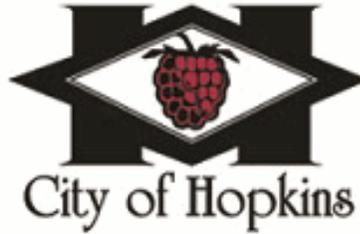
SUPPORTING INFORMATION

- Check Register

Accounts Payable

Checks by Date - Summary by Check Date

User: cdahlstrom@hopkinsmn.com
Printed: 7/2/2024 1:49 PM



1010 First Street South
Hopkins, MN 55343

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

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
135106	28422	ADVANCED IMAGING SOLUTIONS	06/06/2024	0.00	4,459.39
135107	31690	ARNZEN ARMS LLC	06/06/2024	0.00	3,960.00
135108	31723	WENSO ASHBY	06/06/2024	0.00	892.50
135109	02047	BADGER METER INC	06/06/2024	0.00	278.95
135110	29817	GARY BINGER	06/06/2024	0.00	4,000.00
135111	02563	BOLTON & MENK, INC	06/06/2024	0.00	4,605.50
135112	27782	BOUND TREE MEDICAL LLC	06/06/2024	0.00	176.40
135113	31722	BOYER FORD TRUCKS INC	06/06/2024	0.00	46,503.59
135114	03160	CENTERPOINT ENERGY MINNEGASC	06/06/2024	0.00	20.38
135115	30127	CINTAS CORPORATION NO. 2	06/06/2024	0.00	143.59
135116	03328	CITY OF MINNETONKA	06/06/2024	0.00	278,000.00
135117	03331	CITY OF ST LOUIS PARK	06/06/2024	0.00	161.88
135118	31676	COLLINS BROTHERS TOWING OF ST C	06/06/2024	0.00	125.00
135119	31676	COLLINS BROTHERS TOWING OF ST C	06/06/2024	0.00	134.00
135120	26951	COMCAST	06/06/2024	0.00	10.70
135121	26951	COMCAST	06/06/2024	0.00	141.35
135122	31032	COVERALL NORTH AMERICA	06/06/2024	0.00	5,965.00
135123	03800	CULLIGAN - METRO	06/06/2024	0.00	234.00
135124	29938	DAKOTA COUNTY DISTRICT COURT	06/06/2024	0.00	200.00
135125	04690	DRISKILLS FOODS	06/06/2024	0.00	994.18
135126	04690	DRISKILLS FOODS	06/06/2024	0.00	52.09
135127	29035	EDEN PRAIRIE POLICE DEPT	06/06/2024	0.00	280.00
135128	05282	EHLERS AND ASSOCIATES, INC	06/06/2024	0.00	3,750.00
135129	05483	EMBEDDED SYSTEMS, INC	06/06/2024	0.00	899.46
135130	30330	FAE LSE 6 LLC	06/06/2024	0.00	6,325.97
135131	30601	FAE LSE 8 LLC	06/06/2024	0.00	6,297.31
135132	29491	FERGUSON WATERWORKS #2518	06/06/2024	0.00	341,049.79
135133	31719	GRUSSING ROOFING	06/06/2024	0.00	179.20
135134	08001	HACH COMPANY	06/06/2024	0.00	43.05
135135	30095	HAMLIN SCHOOL OF BUSINESS	06/06/2024	0.00	1,300.00
135136	08038	HAWKINS, INC	06/06/2024	0.00	4,868.50
135137	31492	HENNEPIN COUNTY	06/06/2024	0.00	5,000.00
135138	08324	HIGHVIEW PLUMBING INC	06/06/2024	0.00	7,960.00
135139	08627	HOME DEPOT CREDIT SERVICES	06/06/2024	0.00	1,121.61
135140	08576	HOPKINS F.D. RELIEF ASSOC	06/06/2024	0.00	930.00
135141	08576	HOPKINS F.D. RELIEF ASSOC	06/06/2024	0.00	120.00
135142	29345	IMPACT MAILING OF MN	06/06/2024	0.00	7,460.55
135143	09578	INNOVATIVE OFFICE SOLUTIONS LLC	06/06/2024	0.00	1,301.24
135144	30269	JANELLE JASPERS JONES	06/06/2024	0.00	560.00
135145	31720	JEREMY JONES	06/06/2024	0.00	76.91
135146	11013	KATH FUEL OIL SERVICE	06/06/2024	0.00	1,207.24
135147	29774	LAURSEN PIANO SERVICE	06/06/2024	0.00	130.00
135148	13160	MEDICINE LAKE TOURS	06/06/2024	0.00	2,184.00
135149	13179	METROPOLITAN COUNCIL	06/06/2024	0.00	153,181.87
135150	13375	MN DEPT OF HEALTH	06/06/2024	0.00	8,590.00
135151	30300	NORDIC SOLAR HOLDCO LLC	06/06/2024	0.00	5,337.39
135152	31110	REACH SPORTS MARKETING GROUP	06/06/2024	0.00	350.00

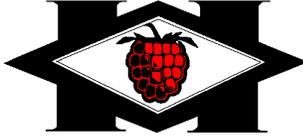
Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
135153	18163	RECYCLING ASSOCIATION OF MN	06/06/2024	0.00	300.00
135154	31721	SOLDO CONSULTING PC	06/06/2024	0.00	11,781.77
135155	30495	SPEEDWAY LLC	06/06/2024	0.00	10.00
135156	29729	T-MOBILE USA, INC.	06/06/2024	0.00	50.00
135157	27981	ULINE INC	06/06/2024	0.00	375.42
135158	29473	VERIZON WIRELESS	06/06/2024	0.00	465.50
135159	29475	VERIZON WIRELESS	06/06/2024	0.00	105.03
135160	30819	VERIZON WIRELESS	06/06/2024	0.00	390.50
135161	29480	CHARLES WEINSTEIN	06/06/2024	0.00	500.00
135162	30381	WL HALL COMPANY	06/06/2024	0.00	752.00
135163	25080	XCEL ENERGY	06/06/2024	0.00	25.65
135164	25080	XCEL ENERGY	06/06/2024	0.00	159.56
135165	25080	XCEL ENERGY	06/06/2024	0.00	69.87
135166	25080	XCEL ENERGY	06/06/2024	0.00	42.55
135167	26320	ZIEGLER, INC	06/06/2024	0.00	409.93
Total for 6/6/2024:				0.00	927,000.37
135168	30364	ABDO LLP	06/13/2024	0.00	34,050.00
135169	01045	ABM EQUIPMENT & SUPPLY LLC	06/13/2024	0.00	1,930.31
135170	28600	APPLE VALLEY FORD LINCOLN	06/13/2024	0.00	500.50
135171	01737	ASPEN MILLS	06/13/2024	0.00	69.36
135172	29512	BACHMAN'S	06/13/2024	0.00	2,959.11
135173	30899	BAUERS MINNOCO	06/13/2024	0.00	113.86
135174	27782	BOUND TREE MEDICAL LLC	06/13/2024	0.00	384.13
135175	27822	BRADS PRO AUDIO	06/13/2024	0.00	550.00
135176	31568	CARE RESOURCE CONNECTION	06/13/2024	0.00	1,250.00
135177	03160	CENTERPOINT ENERGY MINNEGASC	06/13/2024	0.00	4,050.23
135178	28981	CHESTNUT CAMBRONNE PA	06/13/2024	0.00	17,892.19
135179	31267	CINTAS CORPORATION	06/13/2024	0.00	860.42
135180	28747	CULLIGAN BOTTLED WATER CO	06/13/2024	0.00	363.10
135181	31616	DAN LARSON ENTERPRISES INC	06/13/2024	0.00	261.15
135182	29654	DePAUL LETTERING	06/13/2024	0.00	168.00
135183	01523	EARL F. ANDERSEN, INC	06/13/2024	0.00	4,482.60
135184	29006	ENTERPRISE FLEET MANAGEMENT	06/13/2024	0.00	6,017.55
135185	29398	ENTERPRISE FLEET MANAGEMENT	06/13/2024	0.00	2,110.45
135186	06008	FASTENAL CO	06/13/2024	0.00	466.45
135187	06567	FORCE AMERICA	06/13/2024	0.00	220.00
135188	07185	GENUINE PARTS	06/13/2024	0.00	693.76
135189	07564	GOPHER STATE ONE-CALL, INC	06/13/2024	0.00	668.25
135190	29377	GRAINGER, INC	06/13/2024	0.00	40.88
135191	30854	GREAT RIVER AUTOMATION LLC	06/13/2024	0.00	19,320.00
135192	29820	GROUP HEALTH PLAN INC	06/13/2024	0.00	144.00
135193	08038	HAWKINS, INC	06/13/2024	0.00	1,928.62
135194	29748	HENNEPIN COUNTY PUBLIC WORKS	06/13/2024	0.00	10,879.35
135195	08166	HENNEPIN CTY TREASURER	06/13/2024	0.00	277.80
135196	08166	HENNEPIN CTY TREASURER	06/13/2024	0.00	1,984.60
135197	08336	HIRSHFIELDS	06/13/2024	0.00	254.93
135198	29576	HOPKINS RASPBERRY ASSOCIATION	06/13/2024	0.00	500.00
135199	31592	INFINITE HEALTH COLLABORATIVE I	06/13/2024	0.00	175.00
135200	09539	INTERNATIONAL CODE COUNCIL	06/13/2024	0.00	510.00
135201	27456	JAZZ88 KBEM	06/13/2024	0.00	880.06
135202	29249	JR'S ADVANCED RECYCLERS	06/13/2024	0.00	40.00
135203	11161	KENNEDY & GRAVEN, CHARTERED	06/13/2024	0.00	10,453.14
135204	11327	KILLMER ELECTRIC CO INC	06/13/2024	0.00	1,404.04
135205	12160	LEAGUE OF MN CITIES	06/13/2024	0.00	63,557.00
135206	28498	LEXIPOL LLC	06/13/2024	0.00	3,646.10

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
135207	29529	LEXISNEXIS RISK SOLUTIONS	06/13/2024	0.00	99.51
135208	28103	LIBERTY TIRE RECYCLING LLC	06/13/2024	0.00	104.80
135209	31585	LOCKRIDGE GRINDAL NAUEN PLLP	06/13/2024	0.00	3,333.33
135210	13012	MACQUEEN EQUIPMENT INC	06/13/2024	0.00	687.40
135211	31505	MARTIN MARIETTA MATERIALS INC	06/13/2024	0.00	2,997.20
135212	28154	MCCLURE AUTOMOTIVE INC	06/13/2024	0.00	4,656.40
135213	13090	MCPA LEGAL ASSISTANCE	06/13/2024	0.00	150.00
135214	13167	MENARDS	06/13/2024	0.00	11.27
135215	30363	MINNEAPOLIS OXYGEN COMPANY	06/13/2024	0.00	101.07
135216	13354	MN BENEFIT ASSOCIATION	06/13/2024	0.00	84.18
135217	28599	MN PUBLIC RADIO	06/13/2024	0.00	833.00
135218	26974	O'REILLY AUTO PARTS	06/13/2024	0.00	85.94
135219	30578	PETERSON SALT & WATER TREATMENT	06/13/2024	0.00	276.85
135220	16337	PIRTEK PLYMOUTH	06/13/2024	0.00	197.28
135221	30125	PROJECT COMPANY FINCO PHASE III	06/13/2024	0.00	38,544.55
135222	17806	QWEST CORP	06/13/2024	0.00	198.00
135223	31120	REPUBLIC SERVICES INC	06/13/2024	0.00	33,975.36
135224	31724	SAFETY-KLEEN SYSTEMS INC	06/13/2024	0.00	380.00
135225	29384	SITEONE LANDSCAPE SUPPLY	06/13/2024	0.00	144.11
135226	19581	SOUTHWEST LOCK & KEY	06/13/2024	0.00	134.00
135227	29906	SPECIAL OLYMPICS MINNESOTA	06/13/2024	0.00	160.00
135228	30495	SPEEDWAY LLC	06/13/2024	0.00	140.00
135229	29200	SPRINGBROOK SOFTWARE INC	06/13/2024	0.00	1,475.50
135230	19602	SPS COMPANIES INC	06/13/2024	0.00	110.44
135231	31163	SYLVA CORPORATION INC	06/13/2024	0.00	3,420.00
135232	29254	TARGETSOLUTIONS LEARNING LLC	06/13/2024	0.00	398.23
135233	20560	TOLL GAS & WELDING SUPPLY	06/13/2024	0.00	79.06
135234	30506	TONKADALE INC	06/13/2024	0.00	41.34
135235	30093	TRANSUNION RISK AND ALTERNATIVE	06/13/2024	0.00	190.60
135236	20887	TWIN CITY WATER CLINIC	06/13/2024	0.00	680.00
135237	27981	ULINE INC	06/13/2024	0.00	174.73
135238	29458	VERIZON WIRELESS	06/13/2024	0.00	3,651.29
135239	31361	VIQ SOLUTIONS INC	06/13/2024	0.00	50.37
135240	31725	JOSEPH J WERNER	06/13/2024	0.00	1,000.00
135241	25080	XCEL ENERGY	06/13/2024	0.00	9,330.34
135242	25080	XCEL ENERGY	06/13/2024	0.00	8.70
135243	25080	XCEL ENERGY	06/13/2024	0.00	0.36
135244	31644	ZIEBART OF MINNESOTA	06/13/2024	0.00	625.00
Total for 6/13/2024:				0.00	304,587.15
135245	19162	2ND WIND EXERCISE	06/20/2024	0.00	20,510.00
135246	30364	ABDO LLP	06/20/2024	0.00	9,656.00
135247	30728	AFSCME COUNCIL 5	06/20/2024	0.00	818.65
135248	01328	AIRGAS USA	06/20/2024	0.00	299.11
135249	20883	API GARAGE DOOR INC	06/20/2024	0.00	316.00
135250	30230	BARNA, GUZY & STEFFEN, LTD.	06/20/2024	0.00	809.48
135251	31728	BEAR ISLE LLC	06/20/2024	0.00	19,910.77
135252	30366	BERRY COFFEE COMPANY INC	06/20/2024	0.00	73.00
135253	02563	BOLTON & MENK, INC	06/20/2024	0.00	73,184.38
135254	27782	BOUND TREE MEDICAL LLC	06/20/2024	0.00	7,972.72
135255	29507	EMILIE BOUVIER	06/20/2024	0.00	150.00
135256	27822	BRADS PRO AUDIO	06/20/2024	0.00	550.00
135257	31400	BZDOK INSPECTIONS INC	06/20/2024	0.00	2,436.56
135258	28430	CENTURY LINK	06/20/2024	0.00	25.15
135259	30411	JAMES CLARK	06/20/2024	0.00	500.00
135260	26951	COMCAST	06/20/2024	0.00	136.12

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
135261	31229	KIRI ANN FAUL	06/20/2024	0.00	665.00
135262	29491	FERGUSON WATERWORKS #2518	06/20/2024	0.00	112,930.00
135263	27492	FRIENDS OF THE HOPKINS	06/20/2024	0.00	10,000.00
135264	31696	GMH ASPHALT CORPORATION	06/20/2024	0.00	887,719.16
135265	29377	GRAINGER, INC	06/20/2024	0.00	110.84
135266	08001	HACH COMPANY	06/20/2024	0.00	400.52
135267	08166	HENNEPIN CTY TREASURER	06/20/2024	0.00	6,268.16
135268	08179	HENNEPIN CTY TREASURER	06/20/2024	0.00	2,489.52
135269	27454	HENNEPIN CTY TREASURER	06/20/2024	0.00	20,679.25
135270	08571	HOPKINS BUSINESS & CIVIC ASSN	06/20/2024	0.00	225.00
135271	08576	HOPKINS F.D. RELIEF ASSOC	06/20/2024	0.00	30.00
135272	08625	HOPKINS POLICE ASSOCIATION	06/20/2024	0.00	910.00
135273	30941	HOPKINS POLICE CRIME FUND	06/20/2024	0.00	46.86
135274	30261	HOPKINS WESTWIND CONCERT BAN	06/20/2024	0.00	250.00
135275	09801	I.U.O.E. CENTRAL PENSION FUND	06/20/2024	0.00	1,920.00
135276	04004	IMPERIAL BAG & PAPER CO LLC	06/20/2024	0.00	315.12
135277	31683	INTERNATIONAL ASSOC OF FIRE FIGI	06/20/2024	0.00	435.12
135278	31726	IVAN'S TREE SERVICE LLC	06/20/2024	0.00	2,170.50
135279	31727	PHILLIP KIVEL	06/20/2024	0.00	2,000.00
135280	11583	KONE INC	06/20/2024	0.00	467.49
135281	12012	LAW ENFORCEMENT LABOR SERVICE	06/20/2024	0.00	476.82
135282	12160	LEAGUE OF MN CITIES	06/20/2024	0.00	5,182.64
135283	30392	CIGNA LIFE INS COMP OF AMERICA -	06/20/2024	0.00	581.20
135284	30023	CIGNA LIFE INS COMP OF N AMERICA	06/20/2024	0.00	933.12
135285	30391	THE HARTFORD LTD	06/20/2024	0.00	2,407.25
135286	31257	SCOTT ANDREWS MARKS	06/20/2024	0.00	180.00
135287	13207	MENARDS	06/20/2024	0.00	64.95
135288	30591	METRO FURNITURE SOLUTIONS BY F	06/20/2024	0.00	500.00
135289	04521	MEYER INK SCREEN PRINTING & EM	06/20/2024	0.00	182.50
135290	13438	MN DEPT OF HEALTH	06/20/2024	0.00	40.00
135291	13536	MN TACTICAL OFFICERS ASSOC	06/20/2024	0.00	2,400.00
135292	13412	MN TROPHIES	06/20/2024	0.00	157.50
135293	13564	MOTOROLA SOLUTIONS INC	06/20/2024	0.00	13,083.74
135294	29317	OFFICE OF MN IT SERVICES	06/20/2024	0.00	334.95
135295	30578	PETERSON SALT & WATER TREATMENT	06/20/2024	0.00	276.85
135296	31460	PLAN IT SOFTWARE LLC	06/20/2024	0.00	6,000.00
135297	14188	QUADIENT LEASING INC	06/20/2024	0.00	2,058.03
135298	17806	QWEST CORP	06/20/2024	0.00	61.63
135299	08568	RESOURCE WEST	06/20/2024	0.00	8.44
135300	30043	RYAN'S TREE CARE, LLC	06/20/2024	0.00	3,857.74
135301	29248	SHAWN DANIEL MCCANN	06/20/2024	0.00	1,200.00
135302	19287	SHORT ELLIOTT HENDRICKSON INC	06/20/2024	0.00	2,865.00
135303	19520	SNAP PRINT INC	06/20/2024	0.00	345.56
135304	29906	SPECIAL OLYMPICS MINNESOTA	06/20/2024	0.00	20.00
135305	19602	SPS COMPANIES INC	06/20/2024	0.00	233.55
135306	19681	SRF CONSULTING GROUP INC	06/20/2024	0.00	12,880.46
135307	19681	SRF CONSULTING GROUP INC	06/20/2024	0.00	1,122.57
135308	19681	SRF CONSULTING GROUP INC	06/20/2024	0.00	8,377.39
135309	30390	THE HARTFORD STD	06/20/2024	0.00	3,328.24
135310	29729	T-MOBILE USA, INC.	06/20/2024	0.00	50.00
135311	27981	ULINE INC	06/20/2024	0.00	161.20
135312	21523	UNION LOCAL 49	06/20/2024	0.00	840.00
135313	21529	UNITED WAY	06/20/2024	0.00	38.46
135314	21532	UNIVERSITY OF MN	06/20/2024	0.00	57.00
135315	29490	VERIZON WIRELESS	06/20/2024	0.00	655.73
Total for 6/20/2024:				0.00	1,258,343.00

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
135316	01767	A TO Z RENTAL CENTER	06/27/2024	0.00	121.48
135317	29270	A-1 OUTDOOR POWER INC	06/27/2024	0.00	277.09
135318	28422	ADVANCED IMAGING SOLUTIONS	06/27/2024	0.00	1,163.42
135319	30933	ANCHOR SOLAR INVESTMENTS LLC	06/27/2024	0.00	3,655.84
135320	28600	APPLE VALLEY FORD LINCOLN	06/27/2024	0.00	499.47
135321	29512	BACHMAN'S	06/27/2024	0.00	3,402.91
135322	30899	BAUERS MINNOCO	06/27/2024	0.00	35.01
135323	02563	BOLTON & MENK, INC	06/27/2024	0.00	4,977.00
135324	27782	BOUND TREE MEDICAL LLC	06/27/2024	0.00	353.81
135325	26976	BUCKEYE INTERNATIONAL INC	06/27/2024	0.00	514.18
135326	31662	CEMSTONE PRODUCTS COMPANY	06/27/2024	0.00	2,000.00
135327	28430	CENTURY LINK	06/27/2024	0.00	738.25
135328	30127	CINTAS CORPORATION NO. 2	06/27/2024	0.00	97.53
135329	31158	CLARK COMPANIES INCORPORATED	06/27/2024	0.00	13,759.71
135330	26951	COMCAST	06/27/2024	0.00	404.93
135331	26951	COMCAST	06/27/2024	0.00	161.80
135332	26951	COMCAST	06/27/2024	0.00	2.14
135333	26951	COMCAST	06/27/2024	0.00	142.06
135334	26951	COMCAST	06/27/2024	0.00	14.98
135335	26951	COMCAST	06/27/2024	0.00	286.85
135336	31718	DAKOTA FENCE COMPANY	06/27/2024	0.00	947.50
135337	04168	DEM-CON LANDFILL, INC	06/27/2024	0.00	1,049.25
135338	01523	EARL F. ANDERSEN, INC	06/27/2024	0.00	94.45
135339	05282	EHLERS AND ASSOCIATES, INC	06/27/2024	0.00	4,207.50
135340	29070	ENGAGE PRINT INC	06/27/2024	0.00	435.00
135341	30330	FAE LSE 6 LLC	06/27/2024	0.00	7,813.15
135342	30601	FAE LSE 8 LLC	06/27/2024	0.00	7,857.74
135343	06567	FORCE AMERICA	06/27/2024	0.00	220.00
135344	31729	BRIDGET FOY	06/27/2024	0.00	150.00
135345	31730	NICOLAS GADBOIS	06/27/2024	0.00	1,675.80
135346	07681	GRAINGER, INC	06/27/2024	0.00	867.72
135347	31474	GRANITE TELECOMMUNICATIONS LI	06/27/2024	0.00	129.59
135348	08004	HANCE HARDWARE, INC	06/27/2024	0.00	1,167.50
135349	08038	HAWKINS, INC	06/27/2024	0.00	5,361.86
135350	08223	HENNEPIN CTY TREASURER	06/27/2024	0.00	14,324.92
135351	08224	HENNEPIN CTY TREASURER	06/27/2024	0.00	92,500.00
135352	08220	HENNEPIN TECHNICAL COLLEGE	06/27/2024	0.00	2,700.00
135353	30208	GLORIA HESS	06/27/2024	0.00	1,285.44
135354	08336	HIRSHFIELDS	06/27/2024	0.00	205.64
135355	04004	IMPERIAL BAG & PAPER CO LLC	06/27/2024	0.00	1,718.16
135356	09539	INTERNATIONAL CODE COUNCIL	06/27/2024	0.00	160.00
135357	09534	INTERSTATE BATTERY SYSTEM	06/27/2024	0.00	1,204.80
135358	10585	JOHNSTONE SUPPLY	06/27/2024	0.00	280.83
135359	29249	JR'S ADVANCED RECYCLERS	06/27/2024	0.00	80.00
135360	30533	DENNIS R KALOW	06/27/2024	0.00	840.00
135361	11013	KATH FUEL OIL SERVICE	06/27/2024	0.00	624.08
135362	29366	KAY PARK & RECREATION	06/27/2024	0.00	2,513.60
135363	29465	KLEIN UNDERGROUND	06/27/2024	0.00	1,155.50
135364	12160	LEAGUE OF MN CITIES	06/27/2024	0.00	77,924.00
135365	28726	KAREN LEGENHAUSEN	06/27/2024	0.00	280.00
135366	28103	LIBERTY TIRE RECYCLING LLC	06/27/2024	0.00	30.00
135367	31505	MARTIN MARIETTA MATERIALS INC	06/27/2024	0.00	1,895.57
135368	13167	MENARDS	06/27/2024	0.00	193.57
135369	31495	SANDRA MESSER	06/27/2024	0.00	210.00
135370	31387	MIDWEST WASH SYSTEMS	06/27/2024	0.00	58.00
135371	13251	MINNEAPOLIS SAW INC	06/27/2024	0.00	621.98

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
135372	29939	MOBOTREX, INC.	06/27/2024	0.00	110.00
135373	15521	ON SITE COMPANIES	06/27/2024	0.00	1,509.00
135374	29470	ONSITE MEDICAL SERVICES	06/27/2024	0.00	800.00
135375	15880	OWENS SERVICE CORP- CHEMTEX	06/27/2024	0.00	16,150.00
135376	16801	PUMP & METER SERVICE, INC	06/27/2024	0.00	392.29
135377	18327	REINDERS INC	06/27/2024	0.00	341.99
135378	31261	MICHAEL L RUTH	06/27/2024	0.00	367.50
135379	19117	SCHERER BROS. LUMBER CO.	06/27/2024	0.00	10.22
135380	19085	SCHINDLER ELEVATOR CORP	06/27/2024	0.00	1,956.34
135381	29143	SHRED IT USA	06/27/2024	0.00	83.38
135382	29384	SITEONE LANDSCAPE SUPPLY	06/27/2024	0.00	1,142.58
135383	29537	SMSC ENTERPRISES	06/27/2024	0.00	381.00
135384	31301	SMSC ENTERPRISES	06/27/2024	0.00	3,196.90
135385	31698	KATHY SNOW STRATTON	06/27/2024	0.00	122.50
135386	20120	TDS METROCOM - MN	06/27/2024	0.00	81.31
135387	31581	TRILOGY REAL ESTATE GROUP LLC	06/27/2024	0.00	685,000.00
135388	27981	ULINE INC	06/27/2024	0.00	103.13
135389	28837	UNIVERSAL ATHLETIC LLC	06/27/2024	0.00	137.12
135390	30017	VERIZON WIRELESS	06/27/2024	0.00	2,356.64
135391	31361	VIQ SOLUTIONS INC	06/27/2024	0.00	186.00
135392	31367	WEBBER RECREATIONAL DESIGN INC	06/27/2024	0.00	639.00
135393	25080	XCEL ENERGY	06/27/2024	0.00	3,793.46
Total for 6/27/2024:				0.00	984,251.97
Report Total (288 checks):				0.00	3,474,182.49



Engineering

CITY OF HOPKINS

City Council Report 2024-079

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

From: Mikala Larson, Sustainability Specialist

Date: July 9, 2024

Subject: Resolution Approving Memorandum of Agreement Regarding the Climate Pollution Reduction Grant

RECOMMENDED ACTION

MOTION TO approve Memorandum of Agreement regarding the Climate Pollution Reduction grant

OVERVIEW

The City of Hopkins, as part of a coalition of cities with the City of Minneapolis as the lead applicant, submitted a grant application to the EPA's Climate Pollution Reduction Grant to propose a Twin Cities Commercial Energy Efficiency (TCEE) program. If awarded, the program would create additional resources to decarbonize commercial buildings in our community through electrification. As the lead applicant, the City of Minneapolis would disburse funds to coalition partners to administer this program. The City of Hopkins has an existing green cost share program, the Hopkins Climate Solutions Fund, which allows for a seamless flow of funds from the proposed TCEE to eligible commercial entities, scaling up efforts in these program areas.

A response from EPA on the status of the funding award is expected in summer 2024. The cities and organizations in the coalition must sign and submit a Memorandum of Agreement to the EPA by August 1, 2024. The City of Hopkins' legal team reviewed the draft Memorandum of Agreement and provided comments.

City staff included information on this program during the May 7, 2024 Sustainability Update to City Council, and City Council conditionally approved the Memorandum of Agreement at the June 6, 2024 meeting.

SUPPORTING INFORMATION

- Resolution 2024-042
- Resolution 2024-041
- Memorandum of Agreement
- Project Narrative
- Letter of Intent

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2024-042

**RESOLUTION APPROVING MEMORANDUM OF AGREEMENT REGARDING THE
CLIMATE POLLUTION REDUCTION GRANT**

WHEREAS, the City of Minneapolis has recently proposed that the City of Hopkins (the “City”) enter into a Memorandum of Agreement Regarding the Climate Pollution Reduction Grant (the “Agreement”); and

WHEREAS, other prospective parties to the Agreement include the Cities of Minneapolis, Saint Paul, Bloomington, Burnsville, Eagan, Eden Prairie, Edina, Hopkins, Inver Grove Heights, Richfield, Roseville, Saint Louis Park, as well as the Midway Chamber of Commerce, the African Economic Development Solutions, the Lake Street Council, and Energy Smart (the “Prospective Parties”); and

WHEREAS, under the Agreement, the City of Minneapolis would apply to the United States Environmental Protection Agency for a Climate Pollution Reduction Grant (the “Grant”) for funding similar to its current Green Cost Share Program; and

WHEREAS, under the Agreement, the Prospective Parties would form a coalition of local governments and nonprofits from the Twin Cities Metropolitan Area to distribute the Grant funding to eligible businesses, property owners, nonprofits and government organizations for commercial energy efficiency improvements and projects (the “Project”); and

WHEREAS, the Agreement and the Project are detailed more extensively in a Project Narrative provided to the City Council; and

WHEREAS, the Agreement and the Project Narrative have been reviewed by the City Attorney; and

WHEREAS, the City Attorney and City staff recommend that the City Council approve the Agreement.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Hopkins hereby approves the Agreement subject to the following conditions:

1. That the above recitals are incorporated into this Resolution as findings as if fully set forth herein.
2. City staff, the City Attorney, and consultants are hereby authorized and directed to take any other actions deemed reasonable and necessary to carry out the intent of this Resolution.

3. The Mayor and the City Manager are hereby authorized and directed to execute and deliver the Agreement. All of the provisions of the Agreement, when executed and delivered as authorized herein, shall be deemed to be a part of this resolution as fully and to the same extent as if incorporated verbatim herein and shall be in full force and effect from the date of execution and delivery thereof. The Agreement shall be substantially in the forms on file with the City, which are hereby approved, with such omissions and insertions as do not materially change the substance thereof, or as the Mayor and the City Manager, in their discretion, shall determine, and the execution thereof by the Mayor and the City Manager shall be conclusive evidence of such determination.

Adopted by the City Council of the City of Hopkins this 9th day of July, 2024.

By: _____
Patrick Hanlon, Mayor

ATTEST:

Amy Domeier, City Clerk

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2024-041

**RESOLUTION CONDITIONALLY APPROVING MEMORANDUM OF AGREEMENT
REGARDING THE CLIMATE POLLUTION REDUCTION GRANT**

WHEREAS, the City of Minneapolis has recently proposed that the City of Hopkins (the "City") enter into a Memorandum of Agreement Regarding the Climate Pollution Reduction Grant (the "Agreement"); and

WHEREAS, other prospective parties to the Agreement include the Cities of Minneapolis, Saint Paul, Bloomington, Burnsville, Eagan, Eden Prairie, Edina, Hopkins, Inver Grove Heights, Richfield, Roseville, Saint Louis Park, as well as the Midway Chamber of Commerce, the African Economic Development Solutions, the Lake Street Council, and Energy Smart (the "Prospective Parties"); and

WHEREAS, under the Agreement, the City of Minneapolis would apply to the United States Environmental Protection Agency for a Climate Pollution Reduction Grant (the "Grant") for funding similar to its current Green Cost Share Program; and

WHEREAS, under the Agreement, the Prospective Parties would form a coalition of local governments and nonprofits from the Twin Cities Metropolitan Area to distribute the Grant funding to eligible businesses, property owners, nonprofits and government organizations for commercial energy efficiency improvements and projects (the "Project"); and

WHEREAS, the Agreement and the Project are detailed more extensively in a Project Narrative provided to the City Council; and

WHEREAS, the Agreement and the Project Narrative has been reviewed by the City Attorney, who has provided comments to City staff about finalizing and executing the Agreement; and

WHEREAS, Minneapolis has provided a deadline for the execution of the Agreement of July 1, 2024; and

WHEREAS, the City has cancelled its second meeting during June 2024 and does not meet again until Tuesday, June 9, 2024, which is after the deadline for the Grant; and

WHEREAS, given the impending deadline, the City Attorney and City staff recommend that the City Council provide conditional approval of the Agreement as stated below; and

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Hopkins hereby approves the Agreement subject to the following conditions:

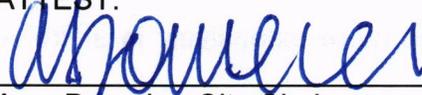
1. That the above recitals are incorporated into this Resolution as findings as if fully set forth herein.
2. City staff and consultants are hereby authorized and directed to take any other actions deemed reasonable and necessary to carry out the intent of this Resolution.
3. The Mayor and the City Manager are hereby authorized and directed to execute and deliver the Agreement. All of the provisions of the Agreement, when executed and delivered as authorized herein, shall be deemed to be a part of this resolution as fully and to the same extent as if incorporated verbatim herein and shall be in full force and effect from the date of execution and delivery thereof. The Agreement shall be substantially in the forms on file with the City, which are hereby approved, with such omissions and insertions as do not materially change the substance thereof, or as the Mayor and the City Manager, in their discretion, shall determine, and the execution thereof by the Mayor and the City Manager shall be conclusive evidence of such determination.

Adopted by the City Council of the City of Hopkins this 11th day of June, 2024.

By: _____


Patrick Hanlon, Mayor

ATTEST:



Amy Domeier, City Clerk

MEMORANDUM OF AGREEMENT

BETWEEN

**THE CITY OF MINNEAPOLIS, MINNESOTA,
THE CITY OF ST. PAUL, MINNESOTA,
THE CITY OF BLOOMINGTON, MINNESOTA,
THE CITY OF BURNSVILLE, MINNESOTA,
THE CITY OF EAGAN, MINNESOTA,
THE CITY OF EDEN PRAIRIE, MINNESOTA,
THE CITY OF EDINA, MINNESOTA,
THE CITY OF HOPKINS, MINNESOTA,
THE CITY OF INVER GROVE HEIGHTS, MINNESOTA,
THE CITY OF RICHFIELD, MINNESOTA,
THE CITY OF ROSEVILLE, MINNESOTA,
THE CITY OF ST. LOUIS PARK, MINNESOTA,
THE MIDWAY CHAMBER OF COMMERCE,
THE AFRICAN ECONOMIC DEVELOPMENT SOLUTIONS,
THE LAKE STREET COUNCIL, AND
ENERGY SMART**

**REGARDING THE
CLIMATE POLLUTION REDUCTION GRANT
TWIN CITIES COMMERCIAL ENERGY EFFICIENCY COLLABORATION**

PREAMBLE

WHEREAS, the Minnesota Cities of Minneapolis, St. Paul, Bloomington, Burnsville, Eagan, Eden Prairie, Edina, Hopkins, Inver Grove Heights, Richfield, Roseville and St. Louis Park, the Midway Chamber of Commerce, the African Economic Development Solutions, the Lake Street Council, and Energy Smart seek to form a coalition of local governments and nonprofits from the Twin Cities Metropolitan area to provide grant funding to eligible businesses, property owners, nonprofits and government organizations through a program built on the foundation of success Minneapolis has had with the Minneapolis Green Cost Share program; and

WHEREAS, with the funding made available through the Climate Pollution Reduction Grant recently awarded to several Minnesota units of government the participating Minnesota cities that are parties to this agreement will expand the Green Cost Share program to those parties by providing program dollars to support Green Cost Share programs in those cities; and

WHEREAS, the Minnesota Cities of Minneapolis, St. Paul, Bloomington, Burnsville, Eagan, Eden Prairie, Edina, Hopkins, Inver Grove Heights, Richfield, Roseville and St. Louis Park are authorized to work cooperatively pursuant to the authority contained in Minnesota Statutes § 471.59, commonly known as the Joint Powers Act.

NOW, THEREFORE, the Minnesota Cities of Minneapolis, St. Paul, Bloomington, Burnsville, Eagan, Eden Prairie, Edina, Hopkins, Inver Grove Heights, Richfield, Roseville and St. Louis Park enter into this Memorandum of Agreement and agree as follows:

I. SCOPE OF THIS MEMORANDUM OF AGREEMENT

The parties to this Memorandum of Agreement (“MOA” or “Agreement”) agree:

a. That the City of Minneapolis will cooperate with the other parties to establish commercial energy efficiency initiatives such as green cost share programs or to provide funding for existing municipal cost share programs through funding received from the United States Environmental Protection Agency’s Climate Pollution Reduction Grant.

b. To work cooperatively with existing implementation partners of City of Minneapolis such as Energy Smart, the Lake Street Council, African Economic Development Solutions and the Midway Chamber of Commerce.

c. To actively promote the program to business and property owners in their community.

d. To collaborate with Black, Indigenous, People of Color and Immigrant (BIPOCI) community organizations to help promote the program.

e. To participate in four annual meetings of this coalition.

f. To share information with local, state, and federal staff to improve programming and results over time.

g. Exhibit A is for reference only and is not part of the parties' agreement herein.

II. PARTICIPATING PARTIES' RESPONSIBILITIES

The Minnesota cities that are parties to this Agreement agree that they are accountable to the City of Minneapolis and accept full responsibility for effectively carrying out the full scope of work and the proper financial management of the program as defined in Section I: Scope of this Memorandum of Agreement and as stated below:

- The City of Minneapolis will act as the contract manager and be responsible for reporting progress semi-annually and coordinate the collection of results from all partners. Minneapolis will also use existing infrastructure to pay grants to participants and manage all invoicing and budget between partners and the EPA.
- The City of St. Paul will conduct extensive outreach to Saint Paul businesses, with a focus on smaller businesses located in Low-Income and Disadvantaged census tracts, to encourage utilization of grant funds to pursue weatherization and decarbonization projects. The City of Saint Paul has a long history of delivering programs that benefit local businesses as well as programs targeting greenhouse gas reductions and energy efficiency. City of St. Paul will use staff funding to establish the City's first St. Paul Cost Share Program that will continue on after the CPRG grant period.
- Cities of Edina, Hopkins and St. Louis Park will administer the distribution of grant funds as they have staff and resources to do this at no cost to the grant. They are interested in growing their programs with the support of the CPRG grant. This is an example of the work these three cities will perform as part of the grant implementation: Edina has years of experience delivering incentives for commercial efficiency, like providing free ASHRAE Level 1 Audits and matching utility rebates for equipment maintenance and replacement. The coalition proposal will allow Edina to scale up citywide efforts to decrease building energy emissions and achieve Climate Action Plan goals. As part of the coalition, Edina will promote energy efficiency and building electrification opportunities for commercial buildings; and administer cost-share funds for buildings located in the city of Edina.
- Cities of Bloomington, Burnsville, Eagan, Eden Prairie, Inver Grove Heights, Richfield, and Roseville will utilize Energy Smart's turnkey services to manage the energy audits and cost share distribution and reporting on behalf of the cities. Minneapolis will contract with Energy Smart to disburse fund to Energy Smart on behalf of projects in these communities. This is an example of the work these seven cities will perform as part of the grant implementation: In 2018, Bloomington adopted a goal to reduce energy-related greenhouse gas emissions by 75% by 2035 (from a 2016 baseline). Commercial

energy use contributes a significant amount of greenhouse gas emissions to Bloomington's overall total. This opportunity will allow Bloomington to scale up citywide efforts to meet emission reduction goals.

III. GOVERNMENT DATA

The parties acknowledge that this Agreement, as well as any data created, collected, stored, or maintained under the terms of this Agreement, are “Government Data” within the meaning of the Minnesota Government Data Practices Act (MGDPA) (Minnesota Statutes chapter 13). The civil remedies of Minn. Stat. §13.08 apply to the release of the data governed by the MGDPA.

IV. CONTACTS

The primary contacts of each party to this Agreement are:

City of Minneapolis:

Patrick Hanlon

Deputy Commissioner: Sustainability, Healthy Homes, and Environment

Patrick.Hanlon@minneapolismn.gov

612-716-0873

City of Saint Paul:

Russ Stark

Chief Resilience Officer

Russ.stark@ci.stpaul.mn

651-324-2807

City of Bloomington:

Emma Struss

Sustainability Coordinator

estruss@Bloomingtonmn.gov

952-563-4862

City of Burnsville:

Bridget Rathsack

Sustainability Coordinator

Bridget.Rathsack@burnsvillemn.gov

952-895-4524

City of Eagan:

Gillian Catano

Sustainability Coordinator

gcatano@cityofeagan.com
651-675-5518

City of Eden Prairie:

Jennifer Fierce
Sustainability Coordinator
jfierce@edenprairie.org
(952) 949-8313

City of Edina:

Marisa Bayer
Sustainability Manager
MBayer@EdinaMN.gov
952-826-1621

City of Hopkins:

Mikala Larson
Sustainability Specialist
mlarson@hopkinsmn.com
952-548-6368

City of Inver Grove Heights:

Ally Sutherland
Environmental Specialist
asutherland@ighmn.gov
651-604-8511

City of Richfield:

Rachel Lindholm
Sustainability Coordinator
rlindholm@richfieldmn.gov
612-861-9188

City of Roseville:

Noelle Bakken
Sustainability Specialist
Noelle.bakken@cityofroseville.com
651-792-7057

City of St. Louis Park:

Emily Ziring
Sustainability Manager
EZiring@stlouisparkmn.gov

952-924-2191

The Midway Chamber of Commerce:

Chad Kulas

Executive Director

chad@midwaychamber.com

651-646-2636

The African Economic Development Solutions:

Dr. Gene Gelgelu

Founder, President, CEO

ggelgelu@aeds-mn.org

651-646-9411 x.101

The Lake Street Council:

Matt Kazinka

Senior Strategic Initiatives Manager

mkazinka@lakestreetcouncil.org

612-823-0096

Energy Smart:

Patrick Deal

Program Manager

pdeal@mnchamber.com

651-292-3902

The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

V. RESOLUTION OF DISAGREEMENTS

Should disagreement arise on the interpretation of the provisions of this MOA, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party in dispute and presented to the other parties for consideration. If agreement on interpretation is not reached within thirty (30) days, the parties in dispute shall forward the written presentation of the disagreement to their respective higher officials for appropriate resolution.

VI. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other parties and the results thereof.

Subject to the limitations of Minnesota Statutes sections 466.01 to 466.15 and other applicable law, every municipality is subject to liability for its torts and those of its officers, employees and agents acting within the scope of their employment or duties whether arising out of a governmental or proprietary function, in accordance with Minn. Stat. §466.02.

VII. EFFECTIVE DATE OF THE AGREEMENT AND AGREEMENT AMENDMENT

This Agreement will become effective after each respective party signs the Agreement and all parties have been notified that the Climate Pollution Reduction Grant has been awarded to parties of this Agreement. This Agreement may be amended only by written agreement of all the parties.

VIII. TERMINATION OF AGREEMENT

This agreement will terminate upon written notice of the final close out report that the City of Minneapolis will submit to the parties or seven (7) years from the effective date of this Memorandum of Agreement. The foregoing notwithstanding, any party may withdraw from this agreement upon ninety (90) days' notice to the other parties.

BY THEIR SIGNATURES, THE UNDERSIGNED REPRESENT THAT THEY HAVE THE AUTHORITY TO BIND THE PARTIES THEY REPRESENT.

(Official Signature Blocks of Each City Pursuant to their Contracting and Procurement Policies)

THE CITY OF MINNEAPOLIS, MINNESOTA

THE CITY OF SAINT PAUL, MINNESOTA

THE CITY OF BLOOMINGTON, MINNESOTA

THE CITY OF BURNSVILLE, MINNESOTA

THE CITY OF EAGAN, MINNESOTA

By: _____
Mike Maguire
Its: Mayor

By: _____
Elizabeth VanHoose
Its: City Clerk

THE CITY OF EDEN PRAIRIE, MINNESOTA

Public Works Director, City of Eden Prairie

THE CITY OF EDINA, MINNESOTA

THE CITY OF HOPKINS, MINNESOTA

By: _____

Patrick Hanlon

Its: Mayor

By: _____

Mike Mornson

Its: City Manager

THE CITY OF INVER GROVE HEIGHTS, MINNESOTA

THE CITY OF RICHFIELD, MINNESOTA

Mary Supple, Mayor

Katie Rodriguez, City Manager

THE CITY OF ROSEVILLE, MINNESOTA

THE CITY OF ST. LOUIS PARK, MINNESOTA

THE MIDWAY CHAMBER OF COMMERCE

THE AFRICAN ECONOMIC DEVELOPMENT SOLUTIONS

THE LAKE STREET COUNCIL

ENERGY SMART

Project Narrative of the CPRG Twin Cities Commercial Energy Efficiency Collaboration

City of Minneapolis – Lead Applicant

Project Summary and Approach:

The City of Minneapolis will lead a coalition of local governments from the Twin Cities Metropolitan area to provide grant funding to eligible businesses, property owners, nonprofits and government organizations through a program built on the foundation of success Minneapolis has had with the [Minneapolis Green Cost Share program](#). Minneapolis has been operating a Green Cost Share Program since 2013 and has recently scaled up its program with local funding. However, Minneapolis is one of only a few of cities in the Twin Cities Metropolitan area that have a program to assist business and property owners with energy efficiency and renewable energy investments. With the help of the CPRG grant we will be able to provide an already tested and true program to 11 other cities in the metropolitan area. These cities have committed local dollars to hire sustainability staff but do not have substantial program dollars to support an independent cost share program of their own. This grant will provide program dollars to those cities that have started a cost share program, help establish a cost share program in St. Paul and provide a turnkey program to other cities who would like to participate but are but are not interested in starting their own cost share program.

Project Partners:

The City of Minneapolis will partner with the cities of Bloomington, Burnsville, Eagan, Eden Prairie, Edina, Hopkins, Inver Grove Heights, Richfield, Roseville, St. Louis Park and St. Paul, Minnesota. These cities have existing sustainability staff and would participate by reaching out to local business and property owners in their community. Our implementations partners include Energy Smart, the Lake Street Council, the African Economic Development Solutions, and the Midway Chamber of Commerce.

Bloomington, Burnsville, Eden Prairie, Eagan, Inver Grove Heights, Richfield, and Roseville would like to have a turnkey Commercial Energy Efficiency program in their city that would bring the benefits of an incentive program to their community without the expense of hiring new staff, developing a standalone program, and securing program funding. Edina, Hopkins, and St. Louis Park, already have a cost share program and the staff to manage it but have limited program dollars. These cities would receive the audit and utility rebate technical assistance from Energy Smart but review and distribute their own cost share funding. St. Paul will use funding to increase their climate staff capacity which will help them continue (leverage?) incentive funding with local or other dollars after the CPRG grant funds have been fully expended. With new staff in place St. Paul would also manage, review, and distribute funds while receiving technical assistance support from Energy Smart and other partners.

Cities will participate in the proposed work through active engagement in developing and refining programming to effectively deliver on the purpose of ensuring low-income and disadvantaged communities are centered and prioritized in the work of decarbonizing business, industrial? (see below), nonprofit and government-owned properties in the participating cities. At a minimum, this means the coalition cities will:

- Actively promote the program to business and property owners in their community

- Collaborate with Black, Indigenous, People of Color and Immigrant (BIPOCI) community organizations to help promote the opportunities
- Participate in the four annual convenings
- Share information from the communities we serve to local, state, and federal program staff as part of program development and to improve programming and results over time
- Contribute in specific ways that emerge out of the development of the proposed work and make sense for our organization
- Commit to signing on to a MOA with Minneapolis no later than July 1, 2024

How the Program will Work – Ensuring Benefits to J40 Designated Communities

Funding received from a CPRG grant will be placed in a pool of funding that will be available on a first come, first served basis. The fund will set aside 50% of the funding for EJ communities to ensure we meet and surpass the Justice 40 (J40) requirements. The funds will flow from the EPA to the City of Minneapolis, who will then distribute funds based on how the MOUs have been established. For cities receiving the turnkey services funding will flow to Energy Smart who will conduct the energy audits and disburse the funds to the contractors and/or property owners. Minneapolis will disburse program funds directly to cities that have an operating cost share program as well as to Minneapolis property owners.

To receive funding eligible commercial participants sign up for a free energy audit with [Energy Smart](#), a program sponsored by the Minnesota Chamber of Commerce with funding from energy utilities, to assess lighting, HVAC, insulation and renewable energy options. Other partners include local business associations such as the [Lake Street Council](#).

After the assessment, participants will receive a customized report with recommendations on how to save energy, costs, and emissions. The recommendations will also include estimates on utility rebates, federal grants and tax credits and the additional Cost Share grants. Energy Smart staff will assist with finding a contractor and reviewing bids as well as completing and submitting all grant and rebate paperwork once the project(s) are complete.

To be eligible the property must:

- Be in the participating cities of Bloomington, Burnsville, Eagan, Eden Prairie, Edina, Hopkins, Inver Grove Heights, Minneapolis, Richfield, Roseville, St. Louis Park and St. Paul, Minnesota
- Fall into one of the following categories
 - Business Commercial
 - Industrial
 - Nonprofit Commercial
 - Government-owned (mentioned above)?

Eligible Improvements

The energy efficiency project must:

- Qualify for an Xcel or CenterPoint utility rebate, or other local utility serving the participating city.
- Electrify a piece of gas equipment

- Grants, matches and rebates cannot exceed total project cost.
- If the request is more than \$5,000 for LED lighting, the project must include a non-lighting component, sensors, or controls.

The match is based on the total cost of the project and the incentive category for which the project qualifies:

Category	Maximum match from CPRG funding
Base	20% up to \$20,000
Environmental Justice*	30% up to \$30,000
Energy benchmarked building	25% up to \$75,000

Eligibility for base incentive: Any eligible commercial property located in the participating city's boundaries.

Environmental Justice category

- See definition from EPA CPRG NOFA

Energy benchmarked Building

Commercial and multifamily residential buildings greater than 50,000 square feet under a city or state Energy Benchmarking ordinance.

Equipment guidelines

Equipment must meet the recommended minimum efficiency guidelines, unless otherwise recommended by a utility energy audit partner.

Recommended minimum energy efficiency guidelines

Terms

AFUE - Annual fuel utilization efficiency

ECM - Electronically commutated motor

EER - Energy efficiency ratio

EF - Energy factor

HSFP - Heating seasonal performance factor

IEER - Integrated energy efficiency ratio

SEER - Seasonal energy efficiency rating

UEF - Uniform energy factor

Efficiency Measures

Boiler: 91% AFUE

Furnace: 96% AFUE or higher

ECM motor

Gas water heater tank < 75,000 BTU: .68 UEF

Gas water heater tank > 75,000 BTU: 88% efficient

Gas water heater tankless: .87 UEF

Heat pump water heater: 3.5 EF

Attic/roof insulation - pitch roof: R-49 and air sealing

Attic/roof insulation - flat roof: Evaluated case by case

Wall insulation: Minimum of R-11

Attic joist insulation: Minimum of R-10

Ventilation - bathroom exhaust: Multispeed with ECM motor

Air source heat pumps: (SEER, EER, HSFP)

Central: 16 SEER (10.5 EER), HSFP 9.5

Non-ducted: 16 SEER (9.0 EER), HSFP 10.6

Air source heat pumps: (SEER2, EER2, HSFP2)

Central: 15.2 SEER2 (10 EER2), HSFP2 8.1

Non-ducted: 16 SEER2 (9.0 EER2), HSFP2 9.5

Rooftop Unit <5.4 Tons: 15 SEER or greater

Rooftop Unit >5.4 Tons: 12 EER and 13 IEER or greater

How our GHG Reduction Proposal Supports the MPCA PCAP?

The Twin Cities Commercial Energy Efficiency (TCCEE) Program matches with goal 3.2 on the MPCA PCAP which states “Reduce greenhouse gas emissions from commercial and public buildings by promoting energy efficiency, renewable energy, electrification, and lower-carbon design, materials, and fuels.” It goes on to describe how to achieve this goal: “Accelerate commercial and public building decarbonization through energy efficiency, renewable energy, and electrification; expand and improve district heating and cooling; implement local geothermal networks to reduce greenhouse gas emissions; and support workforce development, especially in LIDACs. Buildings include, but are not limited to schools, government buildings, commercial properties, small business districts” . Our program will focus on action 3.2.1 from the PCAP to “Decarbonize existing commercial and public buildings by combining

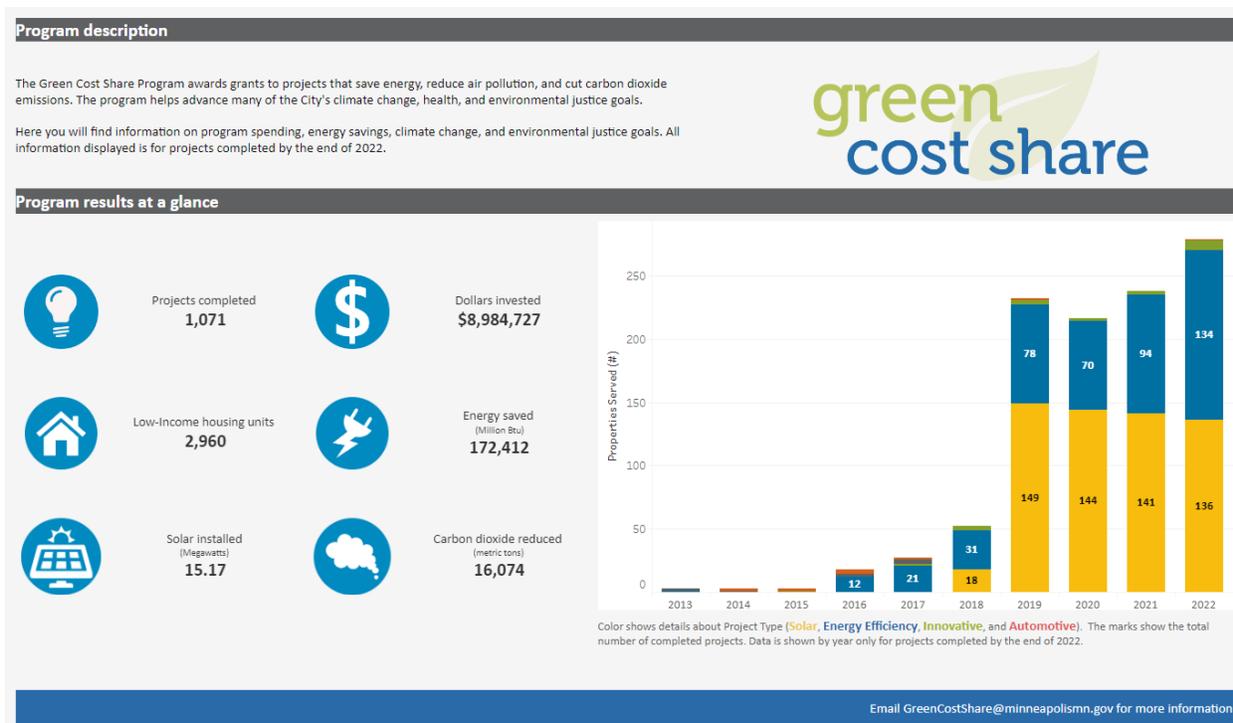
multiple technologies and approaches including: energy efficiency, energy recovery, energy storage, renewable energy, and electrification. Eligible activities include, but are not limited to energy audits, energy efficiency upgrades, HVAC and electrical upgrades, solar panels, and battery installations, transitioning to low-temperature water heating systems, local geothermal networks, and district heating and cooling systems.”

TCCEE incentives will help accelerate the transition to a more electrified and low carbon future for commercial properties throughout the metropolitan area with 50% of the funding dedicated to LIDAC and J40 designated communities.

Supporting CPRG Program Goals

The City of Minneapolis has been managing the [Green Cost Share Program](#) for the last 10 years and has achieved significant GHG reductions. The Green Cost Share program is a local incentive program to prevent climate change and reduce air pollution in the City of Minneapolis. Through this program the city offers matching funds to participants when completing a solar, energy efficiency, or air pollution reduction project.

Over the last 10 years the program has funded 1,071 projects that have saved 172,412 Million Btus and 16,074 metric tons of carbon dioxide. Our goal over the next four years of TCCEE is to double the annual number of projects completed, with at least 50% of them in EJ communities, and dramatically scale up the cumulative GHG reductions throughout the Twin Cities.



With Minneapolis’ experience with our own EJ communities known as Green Zones we have developed new ways to reach out to and connect with BIPOCI community members and organizations. We will

build upon the relationships we developed during our outreach efforts as part of the [Minneapolis Climate Equity Plan](#) and described later in this narrative. This means that our EJ communities will see the greatest benefits resulting from a reduction in CAPS, HAPS and GHG emissions.

The results show that our Green Cost Share program and the Energy Smart audit and technical assistance have and will continue to maximize the leverage of local, state, federal and utility rebates, and incentives. The CPRG funding is anticipated to leverage 3 to 1 these other funding services meaning that \$8 million in CPRG direct program investments will leverage an additional \$24 million in other investments. Starting in 2024, the City of Minneapolis committed \$10 million in local funding to a Climate Legacy Initiative to support implementation of the Minneapolis Climate Equity Plan. With the EPA supporting our collation we can help our 11 other city partners do the same. This program would be the first of its kind in Minnesota to “scale up” a successful commercial efficiency program across the 12 local jurisdictions representing more than 1.2 million people.

As a result of already having a program in place and a relationship with Energy Smart and our local utilities we believe we can accelerate the program implementation starting in the fall of 2024 and invest the full CPRG funding over a four-year period rather than five years, starting in late 2024. This means this grant will accelerated and increase the magnitude of near-term GHG reductions. Minneapolis currently has Energy Smart and the Lake Street Council under a 3-year master contract that will allow us to immediately start serving our local city partners.

Minneapolis has also invested heavily in outreach to our BIPOCI business members since the murder of George Floyd and the following civil unrest that destroyed more than a thousand buildings, many of which were on and around East Lake Street. The Minneapolis Lake Street business district was heavily damaged and was home to the 3rd police precinct that was gutted by fire on the third day of unrest. The City of Minneapolis looked to partners such as the Lake Street Council for help in planning a new future for Lake Street. We are proposing to incorporate best practices and training led by the Lake Street Council into our TCCEE program so that our local partners can learn from our efforts to reach BIPOCI businesses, churches, and nonprofits in their community to take advantage of this opportunity.

Demonstration of Funding Need

Energy Smart completed 393 energy consultations in 2021, 40% or 139 resulted in a project that had documented savings within the next 24 months. Energy Smart has been increasing its number energy consultations in local [Minnesota EJ communities](#)¹ going from 46% in 2021 to 64% of total energy consultations in 2023. However, it has been challenging to get business to finance and move forward with energy efficiency recommendations. Over the last five years Energy Smart has recorded that utility rebates, business energy grants and the current local funding covers only 32% of the upgrade costs. We believe that by providing additional grant match of 20% and 30% for EJ based projects we can increase the project match to 50% to 60% . Additional funding from the recently approved IRA tax credits will also make these programs viable for almost everyone we audit. If we are not able to get a property owner to move forward with the recommendations, we forfeit all the upfront investment in the energy consultation/audit and follow up. By getting a higher conversion rate we save time and money.

¹ MN Pollution Control Agency [Environmental Justice Areas of Concern](#)

It not only uses funding more efficiently it uses staff resources more efficiently. With a tight labor market finding skilled professionals to work in this field is challenging. Increasing the project conversion rate reduces unproductive staff time and leads to more action and less time completing audits that are not acted on.

The City of Minneapolis has been exploring numerous opportunities for additional funding including the creation in 2023 of the [Climate Legacy Initiative](#) of \$10 million that is used across the enterprise and the community to implement actions listed in the [2023 Minneapolis Climate Equity Plan](#). Of this, less than 20% is used to support businesses through the existing Minneapolis Green Cost Share program. We need to be able to double this with the help of CPRG to have hope we can achieve our local climate goals to reduce GHG emissions for our community by 75% by 2030 and carbon neutral by 2050.

Three cities in our coalition have setup commercial cost share grant programs and have allocated small amounts of local funding to help two – six businesses annually. There is capacity to do more in these cities, but they do not have the local sources to scale the effort to truly be effective.

St. Paul, the capital city of Minnesota is beautiful and filled with state government offices that do not pay property taxes. With a tax base less than half the size of Minneapolis, St. Paul has not had the budget to invest in a commercial cost share program. But they do have great leadership and want to use this opportunity to build additional capacity and show results so there will be a case to continue the support after the CPRG grant funding has ended.

Funding for commercial energy efficiency cost share grants have not been available from state or federal sources in the past. None of the cities in the coalition have applied for federal or state grant funding for a program like this.

Over the last year Minneapolis has applied for three federal grant opportunities to support our commercial energy efficiency green cost share program. Unfortunately, we were not awarded any funding through those processes. Those grants were the NOAA Climate Resilience Regional Challenge, Department of Commerce Recompete Pilot Program, and the Department of Energy's Buildings Upgrade Prize.

Transformative Impact

The most significant transformative impact will be the collaborative engagement with BIPOCI community-based organizations. There has never been a collaborative effort to coordinated across the metro area to engage non-climate community-based organizations. These organizations have constituents that reach across city boundaries and are trusted members of their communities and can help us reach and engage with their communities' elders, business, and property owners about the benefits of this program.

The second transformative impact of this grant is the extensive collaboration among the cities. This funding has the potential to solidify the relationship and coordination with a dozen cities across the metro. It is our belief, that his grant, if funded, would lead to many collaborations with our BIPOCI and local city partners that will lead to even more significant GHG reductions in the future.

Impact of GHG Reduction Measures

In this proposal the anticipated number and type of projects as well as emission reductions are derived from real-time data from the City of Minneapolis Green Cost Share Program from 2021 – 2023. This timely and post-pandemic data is the most relevant and replicable to predict GHG reduction projects in the near future. From this period, 330 greenhouse gas emission reduction projects included on-site solar installation or energy efficiency improvements were implemented. GHG emission reductions were calculated using total average annual kWh saved and eGrid emission factors. Solar projects were given a 25-year lifespan with a .5% annual degradation factor.

This proposal will seek to replicate the success of the Minneapolis Green Cost Share Program with two important distinctions. First, it will allocate 50% of total project costs to LIDAC communities to directly address environmental justice and climate vulnerability issues. This allocation will be supported by increasing capacity of community liaisons to introduce businesses to energy efficiency resources and information with culturally centric approaches. Second, it will serve as a model to replicate and expand the Green Business Cost Share Program across participating metro coalition members. This will occur by expanding the accessibility of free business energy audits in cities that currently do not offer them, and increase public dollars directed toward GHG emission reduction projects for cities that have a cost share program established, but have insufficient funding to meet the magnitude of necessary emission reduction from commercial buildings to achieve city, metro, and statewide climate goals.

The Twin Cities Commercial Energy Efficiency Program Proposal will provide additional capacity for Minneapolis and St. Paul to coordinate the execution and management of this contract with all financial and reporting responsibilities. It increases capacity for Energy Smart to expand their free business energy assessment services to offer approximately 529 reports to cities that are unable to currently provide these services. With an estimated 60% assessment-to-project conversion rate, 317 projects are anticipated from these audits. This proposal also creates additional capacity for communications and outreach in community-based organizations in low-income and disadvantaged communities while also documenting lessons learned and creating engagement materials for other cities interested in replicating EJ-centered outreach. With a conservative estimate of a 40% assessment-to-project conversion rate for 794 audits in LIDAC and environmental justice communities, 318 projects are anticipated from these audits.

An estimated 635 total GHG-reducing projects are anticipated from this funding: 69 on-site solar projects and 566 energy efficiency projects.

For 2025 – 2030, projects estimates are:

- 69 solar projects
 - Dollars spent: \$1,594,200
 - GHG reduced: 3,049.25 tons at \$523/ton
- 566 energy efficiency projects
 - Dollars spent: \$6,376,800
 - GHG reduced: 10,159.28 tons at \$628/ton
- Total: \$603/ton; 13.33 tons of combined SO₂ (3.99 tons) and NO_x (9.34 tons) reduced

For 2025 – 2050, projects estimates are:

- 69 solar projects
 - Dollars spent: \$1,594,200
 - GHG reduced: 10,336.62 tons at \$154.23/ton

- 566 energy efficiency projects
 - Dollars spent: \$6,376,800
 - GHG reduced: 20,125.11 tons at \$316.86/ton
 - Total: \$262/ton; 30.8 tons of combined SO₂ (9.24 tons) and NO_x (21.56 tons) reduced
- Detailed technical analysis is provided in the technical calculations appendix.

3. Environmental results

Outputs	
Total Number of Energy Audits performed @ 60% project conversion rate	529
Number of audits performed in EJ communities @ 40% project conversion rate	794
Number of projects funded	635
Number of staff hired	4
Number of BIPOCI CBOs partnered with	5
Number of residents trained	25
Number of training workshops held	8
Outcomes	
Annual GHG savings 2025-2050	1,218.47 tons
Reduction in cumulative metric tons of GHG emissions: 2025-2030 and 2025 - 2050	2025-2030: 13,208.53 tons 2025-2050: 30,461.73 tons
Reduction in annual amount of CAP and HAP emissions in 2030	2.67 tons
Reduction in annual amount of CAP and HAP emissions in low income and disadvantaged communities in 2030	1.33 tons
Number of annual and cumulative costs savings for participants	Annual Individual Savings: \$2,885.48 (24,861.7 median project kWh saved @ \$0.1158/kWh) Annual Total Savings (635 businesses): \$1.83 million (15,822,783 kWh @ \$0.1158/kWh) Cumulative Individual Savings: \$57,709.60 (@ 20yrs) Cumulative Total Savings (635 businesses): \$36,645,565.43

Number of annual and cumulative costs savings for participants in LIDAC communities	<p>Annual Individual Savings: \$1,442.74 (24,861.7 median project kWh saved @ \$0.1158/kWh)</p> <p>Annual Total Savings (318 businesses): \$916,139 million (7,911,391 kWh @ \$0.1158/kWh)</p> <p>Cumulative Individual Savings: \$28,854.8 (@ 20yrs)</p> <p>Cumulative Total Savings (318 businesses): \$18,322,782.72</p>
Private dollars invested per dollar of CPRG	\$23,913,000 (other funds leveraged with 25% program coverage)

Performance Measures and Plan

The performance measures will be administered by Energy Smart and the City of Minneapolis. Both organizations have a history of managing similar programs. Energy Smart has more than 16 years of experience performing commercial energy audits and utilizing utility rebates and other incentives on behalf of property owners. The City has more than 10 years of experience managing the Green Cost Share program as well as millions in federal and state grants. The City has a AAA bond rating and a 2024 annual budget of \$1.7 Billion.

Information will be gathered from Energy Smart and our local government sponsors and uploaded to a page on our Green Cost Share Website with a specific standalone dashboard for this grant. This will allow us to update progress at least semi-annually and will be what we use as the basis for our reports to the EPA. A screen shot of the [Green Cost Share EJ and J40](#) communities dashboard is shown below.



Authorities, Implementation Timeline and Milestones

The City of Minneapolis will function as the contract manager and be responsible for reporting progress semi-annually to the EPA and coordinate the collection of results from all partners. We will also use our existing infrastructure to pay grants to participants and manage all invoicing and budget between partners and the EPA.

Energy Smart brings 16 years of local business energy efficiency program experience to this proposal. They will be a program implementer and administrator by performing energy consultations and technical assistance for small to medium-sized businesses and managing a turn-key grant process for businesses in smaller coalition municipalities. Energy Smart is committed to providing accessible and equitable services for businesses to improve their facilities, save on energy costs, and reduce air pollutants. A letter of Commitment and staff bios are included in the application.

Lake Street Council (LSC) is a small nonprofit organization that fosters the economic vitality of Lake Street, in Minneapolis, MN, a key business and cultural corridor in south Minneapolis. They amplify Lake Street's vibrancy to create a thriving and livable commercial corridor by connecting business owners and entrepreneurs from communities of color and historically disinvested communities to vital resources, training, and opportunities. As advisors, troubleshooters, and bridge builders, LSC support entrepreneurs to increase their economic potential while making meaningful contributions to Lake Street. Since 2015, our organization has tested and implemented outreach and engagement strategies for helping hundreds of small, BIPOC and immigrant-owned businesses access energy assessments and technical assistance through our partner Energy Smart. They utilize their position in the community as a trusted source of advice and support to help build pathways for small businesses to explore and take advantage of clean energy opportunities. A letter of Commitment and staff bios are included in the application.

The City of St. Paul will conduct extensive outreach to Saint Paul businesses, with a focus on smaller businesses located in Low-Income and Disadvantaged census tracts, to encourage utilization of grant funds to pursue renewable energy, electrification and decarbonization projects. The City of Saint Paul has a long history of delivering programs that benefit local businesses as well as programs targeting greenhouse gas reductions and energy efficiency.

St. Paul will also use staff funding to establish the City’s first St. Paul Cost Share program that they plan will continue on after the CPRG grant period. A letter of Commitment and staff bio are included in the application.

African Economic Development Solutions (AEDS) will participate in the proposed work by actively engaging in the development and refinement of programming and strategies to effectively deliver energy efficiency, electrification, and decarbonization services to businesses, with a strong emphasis on those located in disadvantaged communities. A letter of Commitment is included in the application.

Cities of Edina, Hopkins and St. Louis Park will administer the distribution of grant funds as they have staff and resources to do this at no cost to the grant. They are interested in growing their programs with the support of the CPRG grant. This is an example of the work these three cities will perform as part of the grant implementation: Edina has years of experience delivering incentives for commercial efficiency, like providing free ASHRAE Level 1 Audits and matching utility rebates for equipment maintenance and replacement. The coalition proposal will allow Edina to scale up our citywide efforts as we work to decrease building energy emissions and achieve our Climate Action Plan goals. As part of the coalition, we will promote energy efficiency and building electrification opportunities for commercial buildings; and administer cost-share funds for buildings located in the city of Edina.

Cities of Bloomington, Burnsville, Eagan, Eden Prairie, Inver Grove Heights, Richfield, Roseville will utilize Energy Smart’s turnkey services to manage the energy audits and cost share distribution and reporting on behalf of the cities. Minneapolis will contract with Energy Smart to disburse funds to Energy Smart on behalf of property owners in these communities. Here is an example of the work these three cities will perform as part of the grant implementation: In 2018, Bloomington adopted a goal to reduce energy-related greenhouse gas emissions by 75% by 2035 (from a 2016 baseline). We know that commercial energy use contributes a significant amount of greenhouse gas emissions to our overall total. This opportunity will allow us to scale up our citywide efforts to meet our emission reduction goals.

A letter of Intent from our city collaborators and a letter of commitment from our implementation partners as well as staff bios are included in the appendix of this application.

Timeline for Twin Cities Commercial Energy Efficiency Grant		
Milestones	Date	Responsible Party
Collaborate with State MPCA to draft and execute MOUs with collaboration partners and submit by July 1	April-June 2024	City of Minneapolis and partner cities
Ongoing Quarterly CPRG Partners meeting	May, August, December, March	City of Minneapolis and partners

Execute contracts with EPA, Energy Smart, LSC	July - Sept 2024	City of Minneapolis
Begin staff recruitment and hiring	Oct - Dec 2024	Minneapolis, St. Paul, Energy Smart
Begin planning for outreach, engagement, and communications	Nov - Feb 2025	LSC, all partner cities, AEDS, Chamber of Commerce
Program outreach Launch	Feb 2025	LSC, all partner cities, AEDS, Chamber of Commerce
Deliver first semi-annual report to EPA	April 1, 2025	Minneapolis, St. Paul, Energy Smart - assumes an October 2024 start date to the grant
Launch new CPRG Dashboard webpage	May 1, 2025	City of Minneapolis
Launch BIPOCI partners outreach	June, 2025	LSC, all partner cities, AEDS, Chamber of Commerce
Public and Semi-Public Engagement with all stakeholders	June - Sept 2025	All partners
Green Careers Job training	ongoing	City of Minneapolis and career training partners
Ongoing quarterly partners meeting and semi-annual reporting to EPA	2025-2028	All Partners

4. Low Income and Disadvantaged Communities

Community Benefits and Engagement

In summer of 2023, the City of Minneapolis completed its Climate Equity Plan. A replacement of the 2013 Climate Action Plan, this document is the foundation of City of Minneapolis’ greenhouse gas reduction efforts over the next 10 years. At the core of this document is centering equity and elevating voices of low-income and disadvantaged communities that have historically been underinvested and underserved.

Outreach, engagement, and listening sessions began in February of 2022 and community input was incorporated into the creation, revising, and finalizing of the climate goals within the document. Voices from Black, Indigenous, and People of Color communities as well as immigrant, (BIPOCI) elderly, young, and differently-abled were intentionally centered. Listening sessions with cultural groups included: Hmong Community, Lao Assistance Center, Little Earth of United Tribes Community, Native American Community, One Family One Community, Climate Generations – A Polar Explorer Will Steger Youth Initiative , Latinx Churches, several Somalian, and Oromo Community facilitators and organizers.

In addition, Minneapolis designated in 2017 two Environmental Justice Communities known as Green Zones; communities that have been deeply affected by pollution as well as racial, political, and economic marginalization. Located in North and South Minneapolis, these communities were in the 90th percentile of vulnerability characteristics that include air quality, brownfield sites, housing characteristics, food access, vegetation, health outcomes, race, language spoken, unemployment, education, and income. EPA priority LIDAC census tracts also overlay with these boundaries.

Within the Climate Equity Plan, the Buildings & Industry category sets ambitious goals to achieve 75% GHG reduction by 2030. These are goals based on the C40 Cities and United Nations supported Race to Zero. Our efforts to center equity in this work include:

- Provide access to no-cost energy audits to all building owners, small and large.
- Develop a program model with equity-based criteria for qualifying buildings utilizing City resources
- Expand the Green Cost Share Program to incentivize commercial buildings to increase efficiency and on-site renewable energy
- Advocate for and educate business and residents about Federal, State, and local resources to reduce energy use and improve air quality both outdoors and indoors

Leading the way in community engagement and relationship building, Lake Street Council and Energy Smart have been working together to provide free energy assessments for BIPOC and immigrant-owned businesses along the Lake Street cultural corridor since 2015. As a first point of contact, Lake Street Council is a trusted and well-respected organization within the Lake Street business community. After introducing and familiarizing business owners with free resources as well as the benefits of energy efficiency, a Lake Street Council representative refers the business to Energy Smart, which then provides a free energy assessment and assistance leveraging technical and financial resources to complete identified projects. The City of Minneapolis Green Cost Share provides further financial incentives for projects at a prioritized environmental justice match.

LIDAC Continual Engagement:

This proposal will replicate the model created by Lake Street Council, allowing for staff capacity and engagement within multiple community organizations to engage local BIPOC businesses in culturally relevant ways. In addition, these partnerships will provide additional insight into effective engagement strategies with other business and cultural communities on an ongoing basis, allowing for adaptive program management to tailor resources to business community needs.

In addition to expanding this community-centric engagement model in Minneapolis, this effort will help inform coalition partners' approaches to the needs of cultural communities within their jurisdictions. Sharing materials and lessons learned from programmatic expansion will allow partners to build on pre-existing expertise, utilize resources that can be tailored to specific communities, and clearly exhibit the business demand to leverage additional public resources to support a sustainable and long-term continuation of this effort.

CJEST Census Tracts and EPA EJScreen Census Block Group IDs – See Attachment

Job Quality and Training

The City of Minneapolis has two primary paths for workforce and green careers development. The first is the Minneapolis Employment and Training (MET) programs through the City of Minneapolis Department of Community Planning and Economic Development (CPED). MET works with community-based partners to help residents find and keep jobs with an emphasis on low-income adults, laid-off workers, and youth. MET is the administrative team to the Minneapolis Workforce Development Board, which guides the design of local workforce in coordination with 15 other workforce boards designated by the Governor across the state of Minnesota. Workforce initiatives include career counseling, computer lab access, resume-writing help, skills assessment and training, and free jobseeker workshops across a variety of fields, including manufacturing, construction, and administrative/professional services.

In addition, the City's Health department also offers career preparation for climate-specific fields. Through the Green Careers Explorations Program (GCEP), the City partners with public schools, nonprofits, government, and the energy sector to connect youth with training and certification for green careers like solar and heat pump installation. Participants complete an industry certification or credentialing program, get on-the-job experience, meet, and network with clean energy professionals, and earn money from employers.

Contractors are rewarded for participating in these programs by scoring higher on City requests for proposals on publicly resourced initiatives. In this way, career ladders are supported holistically from community engagement all the way through job placement with thriving wages supported by funded programs.

Past Performance with Federal Grants

Project Title: Minneapolis Enhanced Air Quality Monitoring

Assistance Agreement Number: Grant Number (FAIN) 00E03365

Brief Description: The purpose of this competitively ARP selected grant is to conduct ambient air monitoring of pollutants of greatest concern in communities with environmental and health outcome disparities stemming from pollution and the COVID-19 pandemic. The Minneapolis Health Department (MHD) will collaborate with community members from Green Zones environmental justice neighborhoods, community based organizations, residents, and educators to: 1) monitor for exposures to VOCs and other pollutants from industrial and residential activities as well as traffic, 2) develop air quality curriculum, outreach materials, and hands on activities with air sensors as well as understanding and interpreting air sensor data, and 3) increase understanding of hyper local air pollution sources and strategies to mitigate air pollution in environmental justice communities

These are on-going programs and have successfully submitted adequate and timely reports towards outputs and outcomes successfully achieved.

Contact:

Juan Morales, EPA Project Manager

77 West Jackson Blvd. AR-18J

Chicago, IL

Morales.juan@epa.gov

312-886-6036

Project Title: HUD Lead Hazard Control and Healthy Homes Grant

Assistance agreement Number: Instrument Number: MNLHD0437-20

Brief Description:

This funding is used to detect and remove lead and other harmful pollution from low-income homes in Minneapolis. These are on-going programs and have successfully submitted adequate and timely reports towards outputs and outcomes successfully achieved.

Contact:

Virginia Jackson
HUD Technical Representative
Virginia.L.Jackson@hud.gov
202-402-4897

Project Title: Minneapolis Public Health Infrastructure Program

Agreement Number: Award Number 1NE11OE00027-01-00

Brief Description: This grant is being used to strengthen the Public Health workforce by looking at retention and diversification. Additionally, it is being used to strengthen our Public Health Foundational Capabilities such as communications. These are on-going programs and have successfully submitted adequate and timely reports towards outputs and outcomes successfully achieved.

Contact:

Kristin Loncorich
Health and Human Services Program Officer
uik5@cdc.gov
770-488-2742

Staff Expertise

Kim Havey has been the Director of Sustainability in the Sustainability, Healthy Homes, and Environment division of the Minneapolis Health Department for the last six years. He is responsible for the development of policy and programs that support the City's Climate Equity Goals and elevates racial and environmental justice initiatives. With an education and twenty years of experience in urban planning and the environment, Kim leverages the resources of the community and city to create a more resilient, equitable and healthy community through public policy and collaboration with local utilities, community residents, business, and government. Kim has a master's degree in Urban Planning from the University of MN – Twin Cities and a Bachelor of Business Administration in Real Estate and Finance from the University of WI-Madison. For the last three years Kim has been a President Joe Biden appointee to the White House Environmental Justice Advisory Council (WHEJAC).

Russ Stark is the Chief Resilience Officer for the City of Saint Paul working in Mayor Melvin Carter's Office, where he leads the City's climate and sustainability work. Previously, Russ served for 10 years on the Saint Paul City Council including three years as Council President. Prior to his public service, he worked at nonprofits focused on community development, environmental advocacy, and improved transportation options, including early planning for what is now the Green Line LRT. Russ has a Bachelor's in Political Science from Swarthmore College and a Master of Urban Affairs and Public Policy from the University of Delaware.

Patrick Deal first began working with Energy Smart in February of 2017. As a graduate of Saint John's University with a BA in Environmental Studies, Patrick learned field research firsthand by completing fellowships in Colorado, the Bahamas and China. After graduating, Patrick conducted diagnostic

residential energy audits throughout the Twin Cities metro. Enthusiastic about energy conservation and field investigation, Patrick joined Energy Smart and has helped hundreds of Minnesota Businesses identify ways to reduce energy consumption.

Matt Kazinka's work at the Lake Street Council centers on making communities more sustainable and welcoming to everyone. He has developed programs to help small businesses and community organizations access financial and technical resources that will help them create less waste and use less energy. He has also participated in collaborative efforts to improve transit, biking, and walking infrastructure in small business districts like Lake Street in Minneapolis.

All the other participating cities have at least one staff person dedicated to sustainability in their city. They will help with the program management and outreach. Additional bios are included as an attachment.



City of Hopkins

1010 First Street South • Hopkins, MN 55343-3435 • Phone: 952-548-6300 • Fax: 952-935-1834

Web address: www.hopkinsmn.com

March 25th, 2024

Commissioner Damon Chaplin
Minneapolis Health Department
505 4th avenue South, Suite 520
Minneapolis, MN 55415

Dear Commissioner Chaplin,

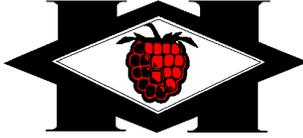
I write to confirm that the City of Hopkins intends to participate in the coalition proposal on Twin Cities Commercial Energy Efficiency (TCEE) being submitted by the City of Minneapolis, as a City partner for the proposal.

As part of the coalition, we will deliver programming to help eligible commercial entities in our community take part in the program to decarbonize commercial buildings through electrification. The City hired a sustainability staff member in January 2024, and the City of Hopkins has an established green cost share program, the Hopkins Climate Solutions Fund (HCSF), that connects Hopkins commercial properties and residents with incentives for energy efficiency and decarbonization. Our existing program enables a seamless flow of funds from the proposed TCEE to eligible commercial entities, scaling up efforts in these program areas.

We will work with the lead applicant, City of Minneapolis, and other coalition partners to meet any deadlines for the proposal.

Sincerely,

Mayor Patrick Hanlon



Engineering

CITY OF HOPKINS

City Council Report 2024-080

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

From: Mikala Larson, Sustainability Specialist

Date: July 9, 2024

Subject: Resolution Approving Grant Agreement Regarding the 2024-2026 Water Efficiency Grant

RECOMMENDED ACTION

MOTION TO adopt Resolution 2024-043, Resolution Approving Grant Agreement regarding the 2024-2026 Water Efficiency Grant between the Metropolitan Council and the City of Hopkins

OVERVIEW

The City of Hopkins has been awarded a \$31,000 water efficiency grant from the Metropolitan Council, effective July 1, 2024-June 30, 2026. The goal of the water efficiency grant program is to support technical and behavioral changes that improve municipal water use efficiency in the seven-county metropolitan area. The City will provide a 20% match equaling \$7,750. The City of Hopkins is one of 41 cities in the Twin Cities Metropolitan Area that applied for and was accepted into the program.

Funds will be made available to the community in fall 2024. Through the program, the City estimates a savings of 1,300,450 gallons of water annually. The program will be open to property owners who are customers of the municipal water supply system, and who replace specified water-using devices with approved devices, including US EPA WaterSense and US DOE Energy Star labeled devices. Toilets, showerheads, clothes washing machines, dishwashers, irrigation controllers, irrigation spray sprinkler bodies and irrigation system audits will be eligible expenses. Projects at new construction and new developments are ineligible, as this program is intended to replace current infrastructure. The City will launch a promotional campaign to inform the community of the program.

This is a follow up to information shared during the May 7, 2024 Sustainability Update to City Council.

SUPPORTING INFORMATION

- Resolution 2024-043
- 2024-2026 Water Efficiency Grant Agreement

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2024-043

**RESOLUTION APPROVING GRANT AGREEMENT REGARDING THE 2024-2026
WATER EFFICIENCY GRANT**

WHEREAS, the Metropolitan Council will implement a water efficiency grant program effective July 1, 2024 to June 30, 2026 to assist municipalities in the metropolitan area with implementing water demand reduction measures to ensure the reliability and protection of drinking water supplies; and

WHEREAS, the City of Hopkins was notified by Letter of Acceptance to receive an award of \$31,000 through the 2024-2026 Water Efficiency Grant Program; and

WHEREAS, the Grant Agreement has been reviewed by the City Attorney; and

WHEREAS, the City Council finds that it is appropriate to accept the grant awarded and the City Manager or his designee is authorized to execute the Grant Agreement.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Hopkins hereby accepts the grant described above.

Adopted by the City Council of the City of Hopkins this 9th day of July, 2024.

By: _____
Patrick Hanlon, Mayor

ATTEST:

Amy Domeier, City Clerk

**METROPOLITAN COUNCIL
CLEAN WATER FUND GRANT AGREEMENT**

Recipient: City of Hopkins	Grant No.: SG-21416
Council Action: 2024-121	
Maximum Grant Amount: \$31,000	Recipient Match: \$7,750 (20% of program total)
Recipient's Authorized Representative: Name: Mikala Larson 1010 1 st St S Hopkins, MN 55343 Phone: 952-548-6368 Email Address: mlarson@hopkinsmn.com	

This Clean Water Fund Grant Agreement (“Grant Agreement”) is entered into between the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota (“Met Council”) and the Recipient named above.

RECITALS

1. Minnesota Session Laws 2023, Chapter 40, Article 2, Section 8(b), appropriated to the Met Council \$1,500,000 in funds from the Legacy Amendment's Clean Water Fund ("Clean Water Fund") for State fiscal years 2024 and 2025, for water demand reduction grants to assist municipalities in the metropolitan area with implementing water demand reduction measures to ensure the reliability and protection of drinking water supplies.
2. The Met Council is authorized by Minnesota Statutes sections 473.129, subdivision 4 to apply for and use grants from the State for any Metropolitan Council purpose and may dispose of the money in accordance with the terms of the appropriation.
3. The Recipient is authorized to receive grants from the Clean Water Fund for a water demand reduction program to implement measures to reduce water demand to ensure the reliability and protection of drinking water supplies.
4. On May 22, 2024, the Met Council authorized the granting \$1,100,000 of the appropriation to the Recipients participating in the grant program.
5. The Recipient represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the reasonable satisfaction of the Met Council.

GRANT AGREEMENT

1. Term of Grant Agreement.

1.1. **Effective Date.** The Effective Date of this Grant Agreement is the date this agreement is fully executed.

1.2. **Grant Activity Period.** The Grant Activity Period runs from the Effective Date through the Expiration Date.

1.3. **Expiration Date.** The Expiration Date is the earlier of Recipient's satisfactory fulfillment of obligations or June 30, 2026.

1.4. **Survival of Terms.** The following clauses survive the expiration, termination or cancellation of this Grant Agreement:

- 9. Liability and Insurance;
- 10. Audits;
- 11. Government Data Practices;
- 13. Data Availability;
- 14. Governing Law, Jurisdiction, and Venue;
- 16. Data Disclosure; and
- 18.7 Future Eligibility.

2. Duties, Representations and Warranties of Recipient and Use of Grant Funds.

2.1. The Recipient will conduct, administer and complete in a satisfactory manner and in accordance with the terms of this Grant Agreement the program ("Recipient Program") which is described in Recipient's application to the Met Council for assistance under the Met Council's Clean Water Fund grant program. The Recipient's application is incorporated into this Grant Agreement as Exhibit A. Recipient will perform the Recipient Program in accordance with the timeline in Exhibit B of this Grant Agreement and to undertake the financial responsibilities described in Exhibit B which is incorporated into this Grant Agreement. The Recipient must complete the Recipient Program as described in Exhibits A and B. The Met Council makes no representation or warranties with respect to the success and effectiveness of the Recipient Program. The Met Council acknowledges that Recipient Program work may be limited to soliciting participation by its residents and businesses in the Recipient Program and requires additional work by the Recipient only to the extent that residents and businesses choose to participate in the Recipient Program, as described in Exhibit B.

The Grant Funds must be entirely passed through and can only be used for authorized rebates or grants for qualifying activities.

2.2. **Recipient Representations and Warranties.** The Recipient represents and warrants to Met Council, as follows:

A. It has the legal authority to enter into this Grant Agreement and to conduct and administer the Recipient Program and use the Grant Funds for the purpose or purposes described in this Agreement

B. It has taken all actions necessary for its execution of the Agreement and has provided to Met Council a copy of the resolution by its governing body authorizing Recipient to enter into this Agreement.

C. It has the legal authority to undertake the Recipient Program, including the Recipient's financial responsibilities in Exhibit B.

D. Only its Authorized Representative may provide certifications required in this Grant Agreement and submit pay claims for reimbursement of Recipient Program costs.

E. It will comply with all the terms of this Grant Agreement.

F. It will comply with all requirements of Clean Water Funding legislation and appropriations, except for requirements that this Grant Agreement explicitly states will be handled by the Met Council.

G. It has made no material false statement or misstatement of fact in connection with the Grant Funds, and all of the information it has submitted or will submit to the Met Council relating to the Grant Funds or the disbursement of any of the Grant Funds is and will be true and correct. It agrees that all representations contained in its application for the Clean Water Fund Grant are material representations of fact upon which the Met Council relied in awarding this Grant and are incorporated into this Agreement by reference.

H. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no material actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it and is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Grant Agreement, or to perform any of the acts required of it in the Agreement.

I. Compliance with the requirements of this Grant Agreement is not prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement to which it is bound.

J. The Recipient Program will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

K. The Recipient Program will be conducted in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or political subdivisions having jurisdiction over the Recipient Program.

L. It will comply with the financial responsibility requirements contained in Exhibit B.

M. It will furnish satisfactory evidence regarding these representations if requested by the Met Council.

3. Time.

Recipient must comply with all time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

4. Eligible Costs.

Eligible costs are those costs incurred by parties within the jurisdiction of the Recipient for 80% of rebate or grant payments as defined in Exhibit B. The Met Council will not reimburse Recipient for non-eligible costs. Any cost not defined as an eligible cost or not included in the Recipient Program or approved in writing by the Met Council is a non-eligible cost.

5. Consideration and Payment.

5.1 **Consideration.** The Met Council will reimburse the Recipient for eligible costs performed by the Recipient during the Grant Activity Period up to the Maximum Grant Amount as specified in this agreement. The Met Council bears no responsibility for any cost overruns that may be incurred by the Recipient or any sub-recipients. The Recipient may be eligible to receive additional grant amounts or an adjustment of the Maximum Grant Amount in accordance with the procedure in the Grant Amendment Form attached and incorporated as Exhibit C. A fully executed Exhibit C will amend this Grant by the amount in Exhibit C.

5.2. **Advance.** The Met Council will make no advance of the Grant Amount to Recipient.

5.3. **Payment.** To receive payment, the Recipient must submit a Reimbursement Request on forms provided by the Met Council, including electronically scanned receipts to verify the cost of eligible devices reported for each reporting period. Reimbursement Request must be submitted quarterly, even if there are no eligible costs to report. The Recipient must describe its compliance with its the financial requirements, work completed including specific addresses where work was done, and provide sufficient documentation of grant eligible expenditures and any other information the Met Council reasonably requests. The Met Council will promptly pay the Recipient after the Recipient presents to the Met Council a Reimbursement Request and scanned copies of all receipts verifying the cost for all eligible devices reported and the Met Council's Authorized Representative accepts the invoiced services.

6. Conditions of Payment.

6.1. For each approved device for which Recipient requests payment, Recipient must certify the following to the Met Council:

- (1) the device has been purchased during the Grant Activity Period;
- (2) Recipient received receipts for the device; and
- (3) the purchase was not performed in violation of federal, state, or local law, or regulation.

6.2. **Conditions Precedent to Any Reimbursement Request.** The obligation of the Met Council to make reimbursement payments is subject to the following conditions precedent:

A. The Met Council's receipt of a Reimbursement Request/Progress Report for the funds requested, and electronic copies of receipts verifying the cost for all eligible devices for that reporting period;

B. If requested by the Met Council (in form and substance acceptable to the Met Council), evidence that (i) the Recipient has legal authority to and has taken all actions necessary to enter into this Agreement and (ii) this Agreement is binding and enforceable against the Recipient;

C. There is no Event of Default under this Grant Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse; and

D. The Recipient has supplied to the Met Council all other items that the Met Council may reasonably require to assure good fiscal oversight of state's funding through the Clean Water Fund.

7. Authorized Representative.

The Met Council's Authorized Representative is:

Name: Henry McCarthy or successor
Title: Senior Environmental Scientist
Mailing Address: 390 North Robert Street
St. Paul, MN 55101
Phone: (651) 602-1946
E-Mail Address: henry.mccarthy@metc.state.mn.us

The Met Council's Authorized Representative has the responsibility to monitor the Recipient's performance and the authority to accept the services provided under this Grant Agreement. If the services are satisfactory, the Met Council's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Recipient's Authorized Representative is noted on the first page of this Grant Agreement. If the Recipient's Authorized Representative changes at any time during this Grant Agreement, the Recipient must immediately notify the Met Council and within 30 days provide a new City resolution (if such resolution is necessary) specifying the new Representative.

8. Assignment, Amendments, Waiver, Grant Agreement Complete, and Order of Precedence.

8.1 Assignment. The Recipient may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior written consent of the Met Council and a fully executed Assignment Agreement.

8.2 Amendments. Except as provided in this Section 8.2, any amendment to this Grant Agreement must be in writing and will not be effective until it has been executed and approved by the appropriate parties. If requested by the Recipient in writing, the Met Council may at its sole discretion authorize in writing a minor change to the Recipient Program in Exhibit A without a formal executed amendment to this Grant Agreement.

8.3 Waiver. If the Met Council fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

8.4 Grant Agreement Complete. This Grant Agreement contains all negotiations and agreements between the Met Council and the Recipient. No other understanding regarding this Grant Agreement, whether written or oral, may be used to bind either party.

8.5 Order of Precedence. This Grant Agreement will be interpreted in the following order of precedence:

(1) Grant Agreement excluding exhibits;

(2) Exhibit B; and

(3) Exhibit A.

9. Liability and Insurance.

9.1 Liability. The Recipient and the Met Council are each responsible for their own acts and the acts of their employees and the results thereof. To the extent authorized by law, a party is not responsible for the acts of the other party and the results thereof. The liability of the Parties is governed by Minnesota Statutes Chapter 466 and other applicable laws. Neither Party waives any applicable limits on liability or immunities.

9.2 Relationship of the Parties. Nothing contained in this Grant Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Recipient and the Met Council, nor will the Recipient be considered or deemed to be an agent, representative, or employee of the Met Council in the performance of this Grant Agreement, or the Recipient Program.

The Recipient represents that it has already or will secure or cause to be secured all personnel required for the performance of this Grant Agreement and the Recipient Program. All personnel of the Recipient or other persons while engaging in the performance of this Grant Agreement or the Recipient Program will not have any contractual relationship with the Met Council related to the work of the Recipient Program and will not be considered employees of the Met Council. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Recipient, its officers, agents, contractors, or employees will in no way be the responsibility of the Met Council. Such personnel or other persons may not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the Met Council, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

10. Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Recipient's books, records, documents, and accounting procedures and practices relevant to this Grant Agreement are subject to examination by the Met Council and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the termination date of this Grant Agreement.

11. Government Data Practices.

The Recipient and Met Council must comply with the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, as it applies to all data provided by the Met Council under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Recipient under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Recipient or the Met Council. If the Recipient receives a request to release the data referred to in this Clause, the Recipient must immediately notify the Met Council.

12. Workers' Compensation.

The Recipient certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Recipient's employees and agents will not be considered Met Council employees. Any claims that may arise under the Minnesota Workers Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the Met Council's obligation or responsibility.

13. Data Availability.

To the extent and as requested by the Met Council, Recipient agrees to comply with Minn. Stat. § 114D.50, subd. 5 requirements for data collected by the Recipient Programs funded with money from the Clean Water Fund that have value for planning and management of natural resources, emergency preparedness and infrastructure investments, including but not limited to the requirement that to the extent practicable, summary data and results of Recipient Programs funded with money from the Clean Water Fund should be readily accessible on the internet and identified as a Clean Water Fund Recipient Program. The Met Council will put overall summary information on the internet and will encourage the Recipient put its city information on the web. Recipient understands and agrees that Met Council may list its name and summary information on the internet or in any other Grantor reporting.

Data collected by the Recipient Program, if any, funded with money from the Clean Water Fund that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments must conform to the enterprise information architecture developed by the Department of Information Technology Services. Spatial data must conform to geographic information system guidelines and standards outlined in that architecture and adopted by the Minnesota Geographic Data Clearinghouse at the Minnesota Geospatial Information Office. A description of these data that adheres to the Department of Information Technology Services geographic metadata standards must be submitted to the Minnesota Geospatial Information Office to be made available online through the clearinghouse and the data must be accessible and free to the public unless made private under chapter 13. To the extent practicable, summary data and results of projects funded with money from the clean water fund should be readily accessible on the Internet and identified as a clean water fund project.

14. Governing Law, Jurisdiction, and Venue.

This Grant Agreement will be construed and enforced under the laws of the State of Minnesota without regard to its conflict of law provisions. The venue for any legal proceedings arising out of this Grant Agreement will be the appropriate state or federal court in Ramsey County, Minnesota.

15. Termination.

The Met Council may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Recipient. Upon termination, the Recipient will be entitled to payment for services prequalified and satisfactorily performed before the termination notice.

16. Data Disclosure.

Under Minn. Stat. § 270C.65, subd. 3, and other applicable law, the Recipient consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the Met Council, to federal and state tax agencies and Met Council personnel involved in the

payment of Met Council obligations. Recipient will require compliance with this Section 16 by Recipient's subrecipient of Grant funds and shall submit evidence of such compliance to Met Council as requested.

17. Notices.

In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and must be personally served or sent by email or United States mail, to the Authorized Representative of the party to whom it is directed.

18. Miscellaneous.

18.1 Report to Legislature. As provided in Minn. Stat. § 3.195, the Met Council must submit a report on the expenditure and use of money appropriated under the Clean Water Fund to the legislature by January 15 of each year. The report must detail the outcomes in terms of additional use of Clean Water Fund resources, user satisfaction surveys, and other appropriate outcomes. The Recipient agrees to provide to the Met Council by January 1 of each year a report on any user satisfaction surveys it has related to this Recipient Program, and other appropriate outcomes of the Recipient Program as prescribed in Section 18.3 of this Agreement.

18.2 Supplement. The funds granted under this agreement are to supplement and shall not substitute for traditional sources of funding. Recipient certifies to the Met Council that there was and is no traditional Recipient sources of funding for the City to help fund 80% of the subject water efficiency rebate or grant work.

18.3 Measurable Outcomes. A Recipient Program or program receiving funding from the Clean Water Fund must meet or exceed the constitutional requirement to protect, enhance, and restore water quality in lakes, rivers and streams and to protect groundwater and drinking water from degradation. A Recipient Program or program receiving funding from the Clean Water Fund must include measurable outcomes, as defined in Minn. Stat. § 3.303, subdivision 10, and a plan for measuring and evaluating the results. A Recipient Program or program must be consistent with current science and incorporate state-of-the-art technology. All information for funded Recipient Program work, including the proposed measurable outcomes, must be made available for publication on the web site required under Minn. Stat. § 3.303, subdivision 10, as soon as practicable and forwarded to the Met Council and the Legislative Coordinating Commission under the provisions of Minn. Stat. § 3.303, subd. 10. The Recipient must compile and submit all information for funded Recipient Programs or programs, including the proposed measurable outcomes and all other items required under Minn. Stat. § 3.303, subdivision 10, to the Met Council and, if requested by the Met Council, the Legislative Coordinating Commission as soon as practicable or by January 15 of the applicable fiscal year, whichever comes first.

18.4 Minn. Stat. § 16B.98. Grants funded by the Clean Water Fund must be implemented according to section 16B.98 and must account for all expenditures.

18.5 Benefit to Minnesota Waters. Money from the Clean Water Fund may only be spent on Recipient Programs that benefit Minnesota waters.

18.6 Website. If the Recipient has information on its website about the water efficiency grant program under Minn. Stat. § 114D.50, the Recipient will when practicable in accordance with Minn. Stat. § 114D.50, subd. 4(f) prominently display on the Recipient's website home page the Legacy logo accompanied by the phrase "Click here for more information." When a person clicks

on the Legacy logo image, the website must direct the person to a web page that includes both the contact information that a person may use to obtain additional information, as well as a link to the Met Council's and Legislative Coordinating Commission Website required under section 3.303, subdivision 10.

18.7 Future Eligibility. Future eligibility for money from the Clean Water Fund is contingent upon the Recipient satisfying all application requirements related to Met Council's fulfillment of Minn. Stat. § 114D.50 as well as any additional requirements contained in 2021, 1st Special Session, Chapter 1, Article 2, Section 8.

18.8 Prevailing Wages. The Recipient agrees to comply with all of the applicable provisions contained in chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.50, as they may be amended, modified or replaced from time to time with respect to the Recipient Program. By agreeing to this provision, the Recipient is not acknowledging or agreeing that the cited provisions apply to the Recipient Program.

18.9 Disability Access. Where appropriate, Recipient of clean water funds, in consultation with the Council on Disability and other appropriate governor-appointed disability councils, boards, committees, and commissions, should make progress toward providing greater access to programs, print publications, and digital media for people with disabilities related to the programs the recipient funds using appropriations made in this agreement.

18.10. General Provisions.

(i) Lawsuit. This Grant shall be canceled if a court determines that the appropriation illegally substitutes for a traditional source of funding.

(ii) Termination Due to Lack of Funds. Recipient recognizes that Met Council's obligation to reimburse Recipient for eligible Recipient Program costs is dependent upon Met Council's receipt of funds from the State of Minnesota appropriated to Met Council under 2023 Session Law, Chapter 40, Article 2, Section 8(b). Should the State of Minnesota terminate such appropriation or should such funds become unavailable to Met Council for any reason, Met Council shall, upon written notice to Recipient of termination or unavailability of such funds, have no further obligations for reimbursement or otherwise under this Grant Agreement. In the event of such written notice, Recipient has no further obligation to complete the Recipient Program as required by this Grant Agreement.

18.11. Counterparts and Electronic Signatures. This Grant Agreement may be executed in any number of counterparts, each of which when executed will be deemed to be an original and the counterparts will together constitute one agreement. A copy of this Grant Agreement, including its signature pages, will be binding and deemed to be an original. Electronic signatures using Adobe Sign or a similar program will be deemed an original signature.

19. Default and Remedies.

19.1 Defaults. The Recipient's failure to fully comply with any of the provisions contained in this Grant Agreement constitute an event of default ("Event of Default").

19.2. Remedies. Upon an event of default, the Met Council may exercise any one or more of the following remedies:

- a. Refrain from disbursing the Grant;
- b. Demand that all or any portion of the Grant already disbursed be repaid to it, and upon such demand the Recipient shall repay such amount to the Met Council; and
- c. Enforce any additional remedies the Met Council may have at law or in equity.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

METROPOLITAN COUNCIL

By: _____
Regional Administrator, successor, or delegate

Date: _____

RECIPIENT:

The Recipient certifies that the appropriate person(s) have executed the this agreement on behalf of the Recipient as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Printed Name and Title

Date: _____

EXHIBIT A

(Application from community)



2024 – 2026

METROPOLITAN COUNCIL WATER EFFICIENCY GRANT PROGRAM

APPLICATION FORM

updated 02/08/2024

Applicant Information:

MUNICIPALITY:	
MUNICIPAL UTILITY:	
MAILING ADDRESS:	

Grants are only for water efficiency programs offering rebates or grants to property owners who are customers of the municipal water supply system and who replace specified water using devices with approved devices that use substantially less water. In municipalities where only some neighborhoods or areas are served by a municipal public water supply system, only those served by the municipal public water supply system are eligible.

If applicable, please specify what parts of your municipality would be eligible to receive rebates or grants:

Primary Contact Information:

Municipality primary authorized representative (all correspondence regarding the Water Efficiency Grant Program should be addressed to individual named below):

NAME:	
TITLE:	
STREET:	
CITY, ZIP:	
PHONE:	
EMAIL:	

Secondary Contact Information:

Municipality secondary authorized representative:

NAME:	
TITLE:	
STREET:	
CITY, ZIP:	
PHONE:	
EMAIL:	

Water Use and Savings Information:

Municipal Total Per Capita Water Use, in gallons per person-day (2022):	
Municipal Residential Per Capita Water Use, in gallons per person-day (2022):	
Municipal Ratio of Peak Month to Winter Month Water Use (2022):	
Municipality's estimated annual water savings from proposed program, in gallons:	

Program Design:

Requested Grant Amount (must equal 80% of total program budget):	
Required Municipality Matching Amount (must equal 20% of total program budget):	
Total Program Budget (Requested Grant Amount + Match):	

Example Calculation:

Requested Grant Amount	\$16,000 (80% of total)
Required Municipality Matching Amount	\$4,000 (20% of total)
Total Program Budget	\$20,000 (100% of total)

Will your program be a grant program or rebate program? _____

Estimated Number of Items:

Item	Estimated Number
Toilets	
Irrigation Controllers	
Irrigation Spray Sprinkler Bodies	
Irrigation System Audits	
Showerheads	
Clothes Washing Machines	
Dishwashers	

Project Work Plan and Schedule:*

Task Description	Responsible Person	Start Date	Completion Date

** Municipality may create own project plan and schedule form*

Communications to Property Owners:

How will your program be advertised (check all that apply):

Newsletter	
Print media	
Email	
X (formerly Twitter)	
Website	
Radio	
Television	
Facebook	
Nextdoor	
Other social media	

Please attach examples of proposed newsletter, print media, or email communications.

Critical Points to Remember:

- The applying municipality must be served by a municipal public water supply system
- New construction and new developments are not eligible
- A portion of each eligible activity’s cost must be paid by the property owner
- Funds are for rebates or grants only; consulting and city staff time are ineligible
- Grant recipients must display the Clean Water, Land and Legacy Amendment logo and the Metropolitan Council logo on program-related web pages and paper communications

Item	Est. # of Items	Max. Rebate Amt.	Est. Amt./Item	Rqstd Grant Amt. (80%)	Muni. Matching Amt. (20%)	Est. Annual Water Savings (Gal)
Toilets	60	\$ 200.00	\$ 12,000.00	\$ 9,600.00	\$ 2,400.00	360,000.00
Irrigation Controllers	50	\$ 200.00	\$ 10,000.00	\$ 8,000.00	\$ 2,000.00	440,000.00
Irrigation Spray Sprinkler Bodies	0	0	0	0	0	0
Irrigation System Audits	5	\$ 1,000.00	\$ 5,000.00	\$ 4,000.00	\$ 1,000.00	38,000.00
Showerheads	100	\$ 75.00	\$ 7,500.00	\$ 6,000.00	\$ 1,500.00	270,000.00
Clothes Washing Machi	50	\$ 150.00	\$ 7,500.00	\$ 6,000.00	\$ 1,500.00	250,000.00
Dishwashers	40	\$ 200.00	\$ 8,000.00	\$ 6,400.00	\$ 1,600.00	320,000.00
Totals	305	N/A	\$ 50,000.00	\$ 40,000.00	\$ 10,000.00	1,678,000.00

- * Estimated Gallons Saved Annually based on the DNR's ESP Water report. Which they got these unit savings based on research by AWWA, EPA Water Sense and/or the Alliance for Water Efficiency
- WaterSense Toilets save an average of 6,000 gallons per year
 - WaterSense Irrigation controller saves an average of 8,800 gallons per year
 - WaterSense Irrigation Audit saves an average of 7,600 Gallons per year
 - WaterSense Showerheads saves an average of 2,700 gallons per year
 - Energy Star Certified Cloths Washers save an average of 5,000 gallons per year
 - Energy Star Certified Dishwashers save an average of 8,000 gallons per year over handwashing

Newsletter Content:

Water Efficiency Rebates Available

The Metropolitan Council, through funding from the Clean Water Land and Legacy Amendment, has awarded City of Hopkins a water efficiency grant. The grant makes funding available to Hopkins property owners to replace existing devices with specified water efficient products. Examples of eligible items are toilets, irrigation system audits, irrigation controllers, or showerheads labeled WaterSense, or ENERGY STAR-certified clothes washing machine or dishwasher. Funding is available July 1, 2024 through June 30, 2026. Apply on the website [insert website link].



Social media post:

Save money and water by applying for a water efficiency rebate, made available by the Metropolitan Council, through funding from the Clean Water Land and Legacy Amendment. Rebates available for replacement of eligible products like toilets, showerheads, and dishwashers. Learn more on the website [inset website link].

EXHIBIT B



2024 – 2026 METROPOLITAN COUNCIL WATER EFFICIENCY GRANT PROGRAM GUIDELINES

updated 06/06/2024

Overview

The Metropolitan Council (Met Council) will implement a water efficiency grant program effective July 1, 2024 to June 30, 2026. Grants will be awarded on a competitive basis to municipalities that are served by a municipal water system.

The Met Council will provide 80% of the program cost; the municipality must provide the remaining 20%. Municipalities will use the combined Met Council and municipality funds to run their own grant or rebate programs.

Grants will be made available in amounts with a minimum of \$5,000 and a maximum of \$50,000. Grantees will be required to provide estimated water savings achieved through this program for Clean Water, Land & Legacy Amendment reporting purposes.

Legislative Directive - Minnesota 2023 Session Laws

\$750,000 the first year and \$750,000 the second year are for the water demand reduction grants to assist municipalities in the metropolitan area with implementing water demand reduction measures to ensure the reliability and protection of drinking water supplies. Fiscal year 2024 appropriations are available until June 30, 2025, and fiscal year 2025 appropriations are available until June 30, 2026.

Grant Program Goal

The goal of the water efficiency grant program is to support technical and behavioral changes that improve municipal water use efficiency in the seven-county metropolitan area.

Critical Points to Remember

- The applying municipality must be served by a municipal public water supply system
- New construction and new developments are not eligible
- A portion of each eligible activity's cost must be paid by the property owner
- Funds are for rebates or grants only; consulting and city staff time are ineligible

- Grant recipients must display the Clean Water, Land and Legacy Amendment logo and the Metropolitan Council logo on program-related web pages and paper communications

Grant Program Structure: Administration and Funding

The Water Efficiency Grant Program will be administered by Metropolitan Council Environmental Services (Environmental Services) and will be funded with \$1,100,000 appropriated by the 2023 Minnesota Legislature. Grant applications will be reviewed and ranked Metropolitan Council Water Resources staff. The remaining \$400,000 of this funding has been allocated to a different, equity-focused municipal water efficiency grant project.

Grants are only for water efficiency programs offering rebates or grants to property owners who are customers of the municipal water supply system and who replace specified water using devices with approved devices that use substantially less water. In municipalities where only some neighborhoods or areas are served by a municipal public water supply system, only those served by the municipal public water supply system are eligible.

Grants will be awarded to municipalities in amounts ranging from \$5,000 to \$50,000 for providing rebates or grants to property owners. Municipalities will be responsible for the design and operation of their rebate or grant program and its details. Grant payments to the municipality will be for 80% of approved program amounts. The municipality must provide the remaining 20% of the granted/rebated amount to the property owner. Municipality rebates or grants are eligible for reimbursement on device replacements conducted during the Grant Activity Period.

Here is an example of the grant funding design:

Metropolitan Council Grant Amount	\$16,000 (80% of total)
Municipality Match	\$4,000 (20% of total)
Municipality Grant/Rebate Program Total	\$20,000 (100% of total)

Eligibility

This grant program is limited to municipalities in the seven-county metropolitan area.

Municipalities eligible per above must apply to participate and, if approved, sign a standard Met Council Grant Agreement, before any eligible rebates or grants can be submitted for reimbursement. Agreements shall require that municipalities:

- Entirely pass through grants received (as is being done by Environmental Services)
- Verify purchase of devices to receive grants
- Retain records and cooperate with any audits
- Conduct all communications with property owners and ensure all written communications to property owners include both the Clean Water, Land and Legacy Amendment and the Metropolitan Council's logo
- Provide quantitative information for state reporting purposes

Eligible water efficiency devices consist of the following:

- Toilet replacement with a US EPA WaterSense labeled toilet

- Irrigation controller replacement with a US EPA WaterSense labeled controller, either weather-based or soil moisture-based
- Irrigation spray sprinkler body replacement with a US EPA WaterSense labeled spray sprinkler body
- Irrigation system audit by an Irrigation Professional certified by a US EPA WaterSense program
- Showerhead replacement with a US EPA WaterSense labeled showerhead
- Clothes washing machine replacement with a US DOE Energy Star labeled clothes washing machine
- Residential dishwasher replacement with a US DOE Energy Star labeled residential dishwasher

Expenses eligible for reimbursement are the out-of-pocket cost of the device and its installation only, not to include any owner labor costs. In addition, new construction and new developments are ineligible, as this program is intended as a current infrastructure replacement program.

Application Process

- Applicants must be served by a municipal public water supply system
- Municipalities will submit Met Council supplied application form by March 29, 2024. Required information includes:
 - the municipality's rebate or grant program design and work plan
 - proposed examples of communications to property owners
 - requested total grant amount
 - estimated annual amount of water saved by the applying municipality
- Application form is available at: <https://metro council.org/Wastewater-Water/Funding-Finance/Available-Funding-Grants.aspx>
- Submit completed application to: henry.mccarthy@metc.state.mn.us
- Metropolitan Council will notify municipalities of grant awards by May 24, 2024.

Proposal Selection Criteria

In the event that funds requested exceed funds available, the following criteria will be used to determine the amount granted to a given municipality:

- Municipalities with identified water supply issues in Master Water Supply Plan Community Profiles or Local Water Supply Plans
- Municipalities' ratio of peak monthly water use to winter monthly water use
- Municipalities' average residential per capita water use
- The order in which applications are received and until grant funds are completely committed

Funding Process and Reporting Requirements

- Utilizing forms provided by Met Council, the following information must be reported on a quarterly basis:
 - Number, type and amount of rebates or grants provided to property owners, along with each property address
 - Estimated annual gallons of water saved per device installation
 - Municipality matching funds disbursed
 - Number of unmet funding requests from property owners, if any

- Upon review and confirmation of the above information, Met Council will process a grant payment in the amount of 80% of approved total rebates or grants for the reporting period.
- Met Council will provide confirmation of grant balances available upon request and reserves the right to amend grant agreements, in collaboration with grantee municipality, if quarterly reporting indicates rebate or grant programs will not fully utilize grant awards within the Grant Activity Period.

Qualified Activities

- Toilet replacement with a US EPA WaterSense labeled toilet:
<https://lookforwatersense.epa.gov/products/Product-Search-Results-Toilets.html>
- Irrigation controller replacement with a US EPA WaterSense labeled controller, either weather-based or soil moisture-based:
<https://lookforwatersense.epa.gov/products/Product-Search-Results-IrrigationController.html>
<https://lookforwatersense.epa.gov/products/Product-Search-Results-SoilMoistureBasedIrrigationController.html>
- Irrigation spray sprinkler body replacement with a US EPA WaterSense labeled spray sprinkler body:
<https://lookforwatersense.epa.gov/products/Product-Search-Results-Sprinkler.html>
- Irrigation system audit by an Irrigation Professionals certified by a US EPA WaterSense program:
<https://lookforwatersense.epa.gov/pros/>
- Showerhead replacement with a US EPA WaterSense labeled showerhead:
<https://www.epa.gov/watersense/showerheads>
- Clothes washing machine replacement with a US DOE Energy Star labeled clothes washing machine:
<https://www.energystar.gov/productfinder/product/certified-clothes-washers/results>
- Residential dishwasher replacement with a US DOE Energy Star labeled residential dishwasher:
<https://www.energystar.gov/products/dishwashers>

Determining Estimated Water Savings

Some manufacturers include annual water savings estimates in their device descriptions or specifications, and irrigation professionals report estimated savings after performing an irrigation system audit. In cases where estimated annual water savings are not provided or can't be found, the WaterSense and Energy Star websites have information on estimated water savings.

- Toilet:
<https://www.epa.gov/watersense/residential-toilets>
- Irrigation controller:
<https://www.epa.gov/watersense/watersense-labeled-controllers>
- Spray sprinkler body:
<https://www.epa.gov/watersense/spray-sprinkler-bodies#:~:text=WaterSense%20Savings,->

[Experts estimate that installing WaterSense labeled spray sprinkler, water and sewer costs annually.](#)

- Irrigation audit:
<https://www.epa.gov/watersense/irrigation-pro>
- Showerhead:
<https://www.epa.gov/watersense/showerheads>
- Clothes washing machine:
https://www.energystar.gov/products/clothes_washers#:~:text=ENERGY%20STAR%20can%20help%20families,less%20water%20than%20regular%20washers.
- Residential dishwasher:
<https://www.energystar.gov/products/dishwashers>

Reporting Example

Property Street Address and Zip Code	(Select) Property Type:	(Select) Water Device Replaced:	Cost per Device (\$):	# of Devices:	Rebate or Grant per Device (\$)	Est. Annual Water (Gallons) Saved Per Device:	Calculated Totals:			
							Total Rebate or Grant	Municipality Contribution:	Eligible Grant Amount	Estimated Annual Water Saved (Gallons):
2094 Proviso Avenue	Residential	Clothes Washer	\$800.00	1	\$200.00	5,000	\$200.00	\$40.00	\$160.00	5,000
3452 Enola Drive	Residential	Irrigation Controller	\$250.00	1	\$150.00	20,000	\$150.00	\$30.00	\$120.00	20,000
994 Argentine Place	Residential	Irrigation Controller	\$200.00	1	\$150.00	20,000	\$150.00	\$30.00	\$120.00	20,000
5377 Shoreham Way	Residential	Toilet	\$350.00	1	\$125.00	7,000	\$125.00	\$25.00	\$100.00	7,000

EXHIBIT C Revision #

METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES

**2022-2024 CLEAN WATER FUND WATER EFFICIENCY GRANT PROGRAM
GRANT AMENDMENT FORM**

NOTICE TO RECIPIENT: Submission of this form is required to modify the Maximum Grant Amount in your Grant Agreement with Metropolitan Council 2024-2026 Clean Water Fund Water Efficiency Grant Program (Grant Program).

After determination of your city’s Maximum Grant Amount, completion and submission of this form is necessary when 1) you are requesting additional grant funds to meet unexpected rebate or grant demand, or 2) when your city has determined that the previously approved program’s rebate or grant demand will not be met, requiring less grant funds than anticipated when the agreement was signed.

The process for modifying your Grant Agreement is as follows:

1. Your city’s authorized representative submits one signed copy of Exhibit C to the Met Council, with any additional information requested by Met Council.
2. Upon receipt and any Met Council approval of signed Exhibit C, the Met Council’s authorized representative will obtain Met Council authorized signatures returns a fully executed copy of Exhibit C indicating the new Maximum Grant Amount to City’s designated authorized representative.

Instructions: Indicate the date of your change request in #1 box. Indicate the number of this particular change request in #2 box (and in box at top of page – must match). Enter the current grant agreement amount (as MCES approved) in #3 box. If you wish to increase your municipality’s grant amount, enter the amount you are requesting in #4 box. If you wish to decrease your grant amount due to less demand than anticipated, enter the amount in #5 box. Enter in #6 box the amount derived from adding #3 to #4 or derived from subtracting #5 from #3.

Grant Agreement #

1. Date of change request:

2. Change request number:

3. Current Grant Agreement Amount (as MCES approved):

4. Increase due to request for additional funding:

5. Decrease due to less demand:

6. Amended Maximum Grant Agreement Amount requested:

CITY NAME: _____

CITY AUTHORIZED REPRESENTATIVE (signature and date):

METROPOLITAN COUNCIL PROGRAM ADMINISTRATOR APPROVAL (signature and date):

METROPOLITAN COUNCIL AUTHORIZED SIGNATURE AND DATE

Questions may be directed to the Met Council Authorized Representative:



Police Department

CITY OF HOPKINS

City Council Report 2024-081

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

From: Brent Johnson, Police Chief

Date: July 9, 2024

Subject: Police Staffing Study

RECOMMENDED ACTION

MOTION TO approve the proposed Hopkins Police Department Staffing and Capacity Assessment.

OVERVIEW

The Hopkins Police Department believes it is critical for us to develop a long-term plan for which we can adequately staff and project the appropriate resources to keep this community safe and properly served into the future.

Primary Issues to Consider:

A comprehensive approach is to utilize a vetted consultant from this area who has the trainings and expertise to analyze all components of public safety. This includes crime trends and patterns, calls for service, crime prevention, community outreach, scheduling, technology and many other critical areas. A future look at economic development, light rail transportation services and overall community priorities is also critical for this study.

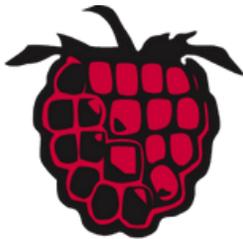
SUPPORTING INFORMATION

- A staffing study proposal has been submitted by the Axtell group for these services. The police department intends to utilize the public safety funding for this project.

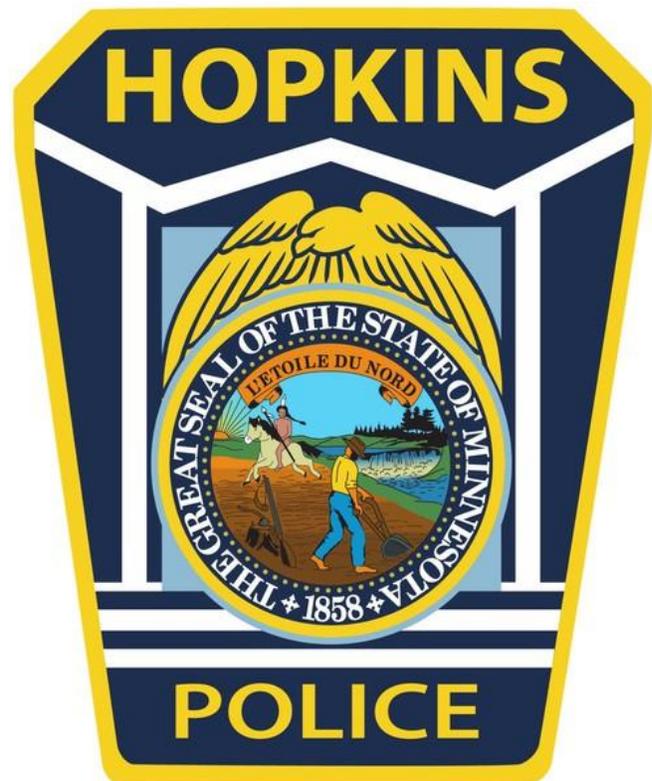
Proposal

Staff and Capacity Assessment

City of Hopkins



Hopkins Police
Department



Proposed By:

The Axtell Group

Todd Axtell, President & CEO

576 Warwick St. St. Paul, MN 55116

theaxtellgroup.com



The Axtell Group
BUILDING YOUR BANK OF TRUST

Monday, June 24, 2024

Chief Johnson,

Thank you for the opportunity to submit this proposal outlining our ability to assist the City of Hopkins in assessing its police department operational capacity.

The Axtell Group is a nationally recognized public safety consulting firm with deep roots in Minnesota. We leverage more than 100 years of hands-on public safety leadership experience and a deep working knowledge of 21st century policing best practices to help agencies get the most out of their resources and improve the quality of life for the communities they serve.

Our team understands the ever-changing and increasingly challenging landscape of policing. We also understand the power of engaging diverse groups of stakeholders and the importance of providing officers with the support they need to deliver services in ways that not only meet community needs, but also align with community values.

We have extensive experience assessing and assisting police departments; helping them adjust operational capacity to ensure resources are deployed efficiently and effectively. Our goals are always to help agencies reduce, solve, and prevent crime; to improve the quality of life for residents and visitors to their cities; to leverage new technologies to improve efficiencies and outcomes; to strengthen communications; and to develop their teams. Always, we take a community centered approach to our work.

It would be an honor to help the City of Hopkins and its Police Department to do the same.

If you have any questions or require additional information, please do not hesitate to reach out to me directly.

Respectfully,



Todd Axtell
President and CEO
The Axtell Group
651-925-7169



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Introduction

Community trust is fundamental, built over time, and essential to the efficacy of every police department striving for excellence. The leaders, officers, and allied professionals of the Hopkins Police Department have continually demonstrated their commitment to maintaining and enhancing this trust.

To understand current and future challenges, The Axtell Group will conduct a comprehensive staffing and capacity evaluation. This assessment will critically evaluate whether the department is adequately staffed to not only meet today's demands, but also to be well-prepared for the evolving challenges of the coming years. We will assess and make recommendations specific to personnel levels and competencies that are aligned with the need to develop staff, provide effective supervision, and maintain high-quality service standards.

Since 2000, Hopkins has experienced significant population growth and an evolution in community expectations for law enforcement. Together, these changes have presented new and different requirements for the delivery of policing services.

With a current population of over 19,000 residents and thousands more visiting daily, there is a pressing need for a police department that is both adequately staffed for the present climate and equipped to handle future demographic and social changes. Now more than ever, police departments need to be strategic in their deployment of personnel. It is not enough to answer calls for service - departments must also have the capacity to be proactive and adaptive in how they serve their community.

Meaningful interaction between a police department and its community is essential for residents to feel confident in the department and their own abilities to access vital police services. With our extensive experience in law enforcement leadership, operations, strategy, and community engagement, The Axtell Group is ideally positioned to assist the Hopkins Police Department in evaluating and optimizing its workforce deployment to meet both current needs and future challenges effectively.

We appreciate your consideration of this vital initiative, aimed at ensuring the continued safety and well-being of the Hopkins community through strategic staffing and enhanced police operations.

This evaluation will pave the way for a resilient, forward-looking police service that remains a pillar of the community it serves.

Project Personnel



Todd Axtell is the president and CEO of the Axtell Group. He has dedicated his professional life to public service, including 33 years with the Saint Paul Police Department, the last six of which as Chief of Police.

Throughout his career, Todd has championed trust, transparency, community engagement, leadership development and the highest levels of accountability.

During his tenure at the helm of the agency, Todd assembled a diverse leadership team; instituted innovative training programs focused on ethical policing, moral courage, de-escalation, and officer wellness; and led successful efforts to increase the diversity of law enforcement professionals through novel recruitment programs.

His strategic investments in investigations led to clearance rates well above the national average. He made community engagement and increasing diversity top priorities — and achieved both. Under his leadership, the department connected with its community at historic levels and saw a 41 percent increase in the number of diverse employees.

Todd and his team also conducted a top-to-bottom review of Saint Paul Police Department policies and procedures, instituted best practices that resulted in officers using lower levels of force than ever before, reduced civil payouts related to police misconduct to historic lows, and publicly shared more data about traffic stops, arrests and use of force than ever.

Todd currently serves on the Minnesota Chiefs of Police Association Foundation Board of Directors. He is a lifetime member of the Police Executive Research Forum (PERF), a past board member of the International Association of Chiefs of Police (IACP) and a graduate of the FBI National Executive Institute. He earned a master's degree in Police Leadership, Administration and Education from the University of St. Thomas.

Project Personnel



Robert Thomasser is The Axtell Group's chief operating officer. He has more than 32 years of law enforcement experience, including running the day-to-day operations of the Saint Paul Police Department for six years.

Rob specializes in risk assessment and mitigation, strategic planning, change management, and the design and execution of innovative leadership development programs for public safety agencies.

He began his law enforcement career with the Los Angeles County Sheriff's Office in 1990. He joined the Saint Paul Police Department in 1995 and worked in nearly every corner of the agency before retiring as Assistant Chief. He has a well-established tactical background as a team leader, commanding officer, and division chief.

During his time leading the Saint Paul Police Department, Rob developed staffing and deployment models that addressed both community safety and community expectations; established programs and policies that helped make the agency more transparent, responsive, and better positioned to navigate the ever-changing public safety dynamics in Minnesota's capital city; ensured the agency was meeting or exceeding 21st Century Policing principles; and secured buy-in and support from the workforce — officers and civilians alike.

Today, Rob leverages his extensive experience to help other agencies understand and adjust their operational capacities to meet community needs. He frequently mentors and coaches police chiefs and aspiring leaders with agencies of all sizes and is a long-time member of the Police Executive Research Forum (PERF) as well as the International Association of Chiefs of Police (IACP).

Rob earned his master's degree in Educational Leadership and Administration from the University of St. Thomas. He is a graduate of the FBI National Academy, Hamline University's Graduate School of Management Public Administration Program, and the Harvard University Executive Leadership Program focused on state and local government leadership.

Scope of Work

The Axtell Group will conduct a staffing assessment of the Hopkins Police Department's sworn and non-sworn professional staff to determine its capacity to meet the community's changing needs and ensure its members are positioned for success.



The Hopkins Police Department is a self-described progressive law enforcement agency dedicated to maintaining the safety and security of the community it serves. Organized into various divisions including Patrol, Investigations, and Support Services, the department strives to efficiently address both immediate public safety concerns and long-term crime prevention.

Noteworthy for its community-centric initiatives, the Hopkins Police Department emphasizes building strong relationships with residents through programs like "Coffee with a Cop", neighborhood policing, and youth engagement activities. These efforts are complemented by a commitment to transparency and accountability, as evidenced by the department's regular updates and open communication.

The agency's forward-thinking approach is further demonstrated by its adoption of advanced technologies and training techniques to better equip its officers to handle the challenges of modern policing.

The Hopkins Police Department is comprised of approximately 30 full-time police officers and 14 professional staff committed to the community they serve.

Scope of Work

Project Approach

Our work is distinctively collaborative. This project will include five stages — conceptualization, design and planning, data collection, data analysis, and dissemination of findings and recommendations.

Conceptualization

We will begin by meeting with city and police department leaders to review and discuss the scope and goals of this project. This stage provides a valuable opportunity to identify any necessary adjustments to the concept as framed and described in this proposal.

Design and Planning

The first step in the working process. We will collaborate with police department and city leaders to identify data needs, key internal and external stakeholders, and available performance metrics. The design and planning phase provides the roadmap for completing the assessment.

Data Collection

The first step in the working process. We will collaborate with police department and city leaders to identify data needs, key internal and external stakeholders, and available performance metrics. The design and planning phase provides the roadmap for completing the assessment.

Scope of Work

Data Analysis

During this phase, our team will synthesize and evaluate quantitative and qualitative data. We will compare these data to community expectations and law enforcement best practices to identify strengths, opportunities to improve, and the department's overall capacity to achieve its goals, as outlined in its Strategic Plan.

Dissemination

We will produce, in an electronic format (or print, if requested), a final report that objectively establishes the Hopkins Police Department's operational capacity to deliver comprehensive police services in a manner that meets community needs and expectations. Additionally, the report will provide agency-specific, actionable recommendations to assist the police department as it works to:

- Meet community needs, department expectations, and legal standards
- Elevate standards related to operations and community engagement activities
- Enhance officer wellness, recruitment, professional development, and retention
- Expand leadership's capacity to plan for the future
- Enhance patrol response, criminal investigations, training, and proactive initiatives
- Reduce civil liability, increase specialty programs, and reduce overall risk

Scope of Work

Phases One & Two

Conceptualization, Design, and Planning

Preliminary Planning Meeting

The Axtell Group assessment team will conduct an in-person initial project planning meeting with the chief of police and other members of his leadership team to review the concept presented in this proposal.

This preliminary meeting provides an opportunity to clarify the scope of the project, its goals and timeline, and identify members of the city and police department's project team who will play important roles in gathering and disseminating data, assisting with interviews, facilitating an employee survey, and managing the project.

Work Plan and Schedule Development

Information gathered at the preliminary planning meeting will be used to develop a detailed work plan, schedule, and process for ongoing information sharing. Throughout the project, The Axtell Group will provide regular status updates to city and police department leaders.

The work plan and detailed schedule will be shared with city and department leaders for their input and feedback, which will be incorporated into the plan before it is implemented.

Kickoff Meeting

Once the work plan and schedule have been approved, The Axtell Group will facilitate a kickoff meeting with the city's project team to ensure there is a shared understanding of the goals, scope, and timing of the project. The Axtell Group will also provide a detailed list of existing agency data needed for the project as well as additional information about our process, team, and the role each project team member will serve throughout the course of the engagement.

Scope of Work

Phase Three

Data Collection and Empirical Observation

Data Collection

The Axtell Group assessment team will work with members of the city and police department's project team to collect existing and relevant law enforcement and community data, including but not limited to:

- Current and historic crime data
- Current and historic staffing data
- Current and historic scheduling data
- Current and historic deployment records
- Recruitment, retention, and training data
- CAD/RMS data
- Department policies and procedures
- Budget data
- Community feedback data

Empirical Observation

The Axtell Group assessment team will add context to the collected data by engaging in empirical observation. This will include:

- Testing of department technology
- Observation of daily policing activities
- In-person visits to various units

Scope of Work

Phase Three, continued

Community Engagement

The Axtell Group assessment team will ensure a diverse group of community members, including city and police department employees, have opportunities to share their experiences, ideas, priorities, and concerns. This will include:

- One-on-one interviews with key non-police city personnel
- Interviews with and community leaders representing faith, business, education, advocacy, and other community groups
- One-on-one discussions with elected officials

Employee Engagement

The Axtell Group assessment team will conduct interviews with department employees representing all areas and functions of the department. Interviews will focus on several areas to understand how staffing levels affect various aspects of achieving department goals and include:

- Workload and responsibilities
- Support and resources
- Job satisfaction
- Supervision and leadership
- Operational efficiency
- Safety and risk
- Morale and culture
- Officer wellness
- Staff scheduling and deployment

Scope of Work

Phase Four

Data Analysis

Best Practices Comparison

Using 21st century policing principles as a guide, The Axtell Group will compare Hopkins Police Department data to industry best practices. The results will help The Axtell Group to assess the agency's capacity to meet or exceed these standards.

Data Analysis of City Needs and Expectations

We will analyze data collected through interviews and discussions with city employees and elected officials to assess the Hopkins Police Department's current and future capacity to meet the needs and expectations of the city and its departments.

Community Needs and Expectations

We will use data collected through interviews and meetings conducted with community leaders to assess the police department's capacity to meet the current and future needs and expectations of all members of the community, including residents, advocacy groups, neighborhoods, small and large businesses, schools, and religious organizations.

Police Department Employee Needs and Expectations

We will use data collected through employee interviews, empirical observation, and the employee survey to assess the department's capacity to meet the needs and expectations of sworn and non-sworn employees.

Scope of Work

Phase Five

Report Dissemination

Findings and Recommendations

The Axtell Group will compile a comprehensive report that showcases the strengths of the police department while also identifying potential strategic investments towards increased efficiency that will optimally position the city, the department, and its employees for success.

This report will provide an in-depth analysis of the department's organizational structure, programming, staffing, and capabilities. Our objective is to evaluate how these elements can be enhanced to effectively meet the evolving needs of the community and achieve the department's strategic vision and goals.

The report will be based on data, empirical observation and, perhaps most importantly, feedback from the community. Our recommendations will be grounded in current best practices, supported by data, realistic, actionable, and developed specifically for the City of Hopkins, its police department, and the people they serve.

Presentation of Findings and Recommendations

Upon publication of the final report, The Axtell Group will present its findings in-person to city and police department leaders. We will work with city and department leaders to determine the time and location of the presentation.

Ongoing Consultation and Support

If requested, members of The Axtell Group's assessment team will make themselves available to answer questions and provide ongoing consultation and support as the police department considers the recommendations.

Our goal is to serve as your strategic partner as you strive to reach your policing and public safety goals.

Timeline

We expect the senior leadership team staff study to take approximately 120 days to complete, following the execution of a Professional Services Agreement (PSA). The Axtell Group proposes the following timeline:

■ Concept and Design (10 days)

The Axtell Group will begin working on this project immediately upon the execution of a professional services agreement. Our work will begin with a preliminary meeting with the executive leadership team to set a schedule for data collection, finalize a work plan, and establish department contacts for project activities. The Axtell Group will also submit a data request for records, policies, and other pieces of information necessary for the assessment.

■ Data Collection and Interviews (70 days)

The Axtell Group assessment team will conduct employee interviews with key staff, including members of the department's executive leadership team, support staff, and others who can provide insight into the senior leadership team's capacity to respond to community needs and expectations, address statutory and POST mandates, and tend to the day-to-day needs of the agency. This information will be paired with data received from the department and the city to inform recommendations.

■ Analysis and Report Production (40 days)

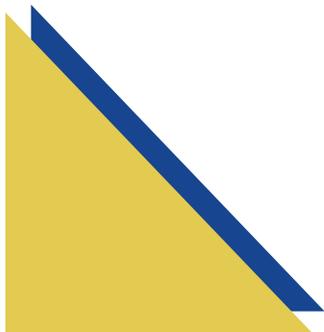
The primary deliverable of this project will be a comprehensive report synthesizing the information and findings produced during this study. The report will be understandable and actionable for the city and its public safety leaders as they make decisions about future leadership staffing and structure. In addition to producing a published report, we will present and discuss our findings with city leaders during an in-person meeting.

Project Costs

The cost for the complete staffing and capacity assessment is \$60,000.00. This includes all time, materials, report production, and final presentation of findings and recommendations.

Billing for the project can be based on identified milestones or at the completion of the project. If milestone billing is used, The Axtell Group would propose:

- Completion of phases one and two - one third
- Completion of the phase three- one third
- Completion of the project, report publication- one third

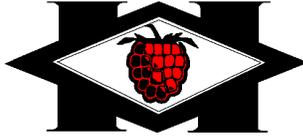




Thank You!

We appreciate the opportunity to submit our proposal and look forward to working with your team!

Project Contact: **Todd Axtell, President and CEO**
651-925-7169 | ToddAxtell@theaxtellgroup.com



Police Department

CITY OF HOPKINS

City Council Report 2024-084

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

From: Brent Johnson, Police Chief

Date: July 9, 2024

Subject: Joint Powers Agreement for Hwy 7 Safe Road Zone Grant Projects

RECOMMENDED ACTION

MOTION TO Enter into a Joint Powers Agreement regarding Hwy 7 Safe Road Zone Grant Projects.

OVERVIEW

South Lake Minnetonka Police Department (SLMPD) has obtained a grant from the Minnesota Department of Public Safety for enhanced enforcement along Hwy 7 under the 2025 Safe Road Zone Grant Program.

The SLMPD also applied for a grant from the Minnesota Department of Transportation under the 2025 Safe Road Zone Grant Program, to be used for public awareness and education activities related to the Hwy. 7 Safe Road Zone. South Lake Minnetonka Police Department anticipates receiving a grant but has not received the grant agreement.

The applications for both grants were prepared in coordination with all cities that abut the Hwy. 7 Safe Road Zone, which extends from St. Louis Park to the western border of Hennepin County and includes portions of the following cities: St. Louis Park, Hopkins, Minnetonka, Deephaven, Greenwood, Excelsior, Shorewood, Chanhassen, Victoria, Minnetrista, Saint Bonifacious and their respective law enforcement agencies, which includes city police departments and the Carver County Sheriff's Office.

The cooperative agreement identifies activities to be undertaken by the parties to the agreement, establishes the responsibilities of the parties, and designates the SLMPD as the fiscal agent for the grants.

SUPPORTING INFORMATION

- Joint Powers Agreement for Hwy 7 Safe Road Zone Grant Projects

**COOPERATIVE AGREEMENT
REGARDING HWY 7 SAFE ROAD ZONE GRANT PROJECTS**

This Agreement is made as of July 1, 2024, by and among South Lake Minnetonka Police Department, City of Chanhassen, City of Deephaven, City of Excelsior, City of Greenwood, City of Hopkins, City of Minnetonka, City of Minnetrista, City of St. Bonifacius, City of St. Louis Park, City of Shorewood, City of Victoria and County of Carver, by and through its Sheriff's Department. This Agreement is made pursuant to Minn. Stat. § 471.59.

Recitals

- A. South Lake Minnetonka Police Department ("SLMPD") is a joint powers entity and instrumentality of the cities of Excelsior, Greenwood, Shorewood and Tonka Bay pursuant to Minn. Stat. § 471.59 whose purpose is to provide law enforcement services for those cities.
- B. SLMPD has obtained a grant from the Minnesota Department of Public Safety under the 2025 Safe Road Zone Grant Program, Grant Agreement No. A-SRZ25-2025-SLKMINPD-007 (the "Enforcement Grant"), for additional traffic safety enforcement activities within a Safe Road Zone that includes Minnesota Highway 7 from St. Louis Park to Minnetrista, within Hennepin and Carver Counties (the "Hwy 7 Safe Road Zone").
- C. SLMPD has also applied for a grant from the Minnesota Department of Transportation (MnDOT) under the 2025 Safe Road Zone Grant Program (the "Awareness and Education Grant"), for development and delivery of public awareness and education about the Hwy 7 Safe Road Zone. The grant agreement for the Awareness and Education Grant has not yet been finalized.
- D. The Hwy 7 Safe Road Zone lies within portions of the following cities: City of Chanhassen ("Chanhassen"), City of Deephaven ("Deephaven"), City of Excelsior ("Excelsior"), City of Greenwood ("Greenwood"), City of Hopkins ("Hopkins"), City of Minnetonka ("Minnetonka"), City of Minnetrista ("Minnetrista"), City of St. Bonifacius ("St. Bonifacius"), City of St. Louis Park ("St. Louis Park"), City of Shorewood ("Shorewood") and City of Victoria ("Victoria"), collectively, the City Parties. Each of the City Parties is a municipal corporation and political subdivision of the State of Minnesota and is also a local road authority, as defined by Minn. Stat. chapter 160.
- E. County of Carver ("County") is a political subdivision of the State of Minnesota, and its sheriff's office provides law enforcement services for Chanhassen and Victoria.
- F. The following City Parties provide their own law enforcement services for their respective cities, through a police department: Deephaven, Hopkins, Minnetonka, Minnetrista, and SLP. Minnetrista's police department also provides services to St. Bonifacius.
- G. Collectively, SLMPD, Chanhassen, Deephaven, Excelsior, Greenwood, Hopkins, Minnetonka, Minnetrista, St. Bonifacius, St. Louis Park, Shorewood, Victoria and County are referred to as "the Parties."

- H. As used in this Agreement, the term “Law Enforcement Agency” refers to the entities or departments that provide law enforcement services for each of the City Parties and includes: SLMP, County, Deephaven Police Department, Hopkins Police Department, Minnetonka Police Department, Minnetrista Police Department and St. Louis Park Police Department.
- I. The purpose of this Agreement is to provide coordination among the Parties regarding the use of grant funds and implementation of the Enforcement Grant and the Awareness and Education Grant.

Terms of Agreement

ARTICLE 1: GENERAL AND ADMINISTRATION

1.1. Recitals Incorporated. The recitals set forth above are incorporated into and made a part of this Agreement.

1.2. Term; Effective Date.

- a. The Law Enforcement Grant has a grant term of July 1, 2024 through June 30, 2025. The anticipated Awareness and Education Grant is expected to have the same grant term.
- b. This Agreement is effective July 1, 2024 as to all Parties that have executed this Agreement prior to that date. The Agreement is effective as to other parties on the date that they execute this Agreement.
- c. This Agreement terminates when all reimbursement requests for the grant period have been submitted and processed, but no later than December 31, 2025.
- d. None of the activities contemplated by this Agreement may occur within the jurisdiction of a City Party until that City Party has executed this Agreement. None of the activities for the Awareness and Education Grant may occur until the grant agreement has been received and executed by the SLMPD.

1.3. Fiscal Agent. SLMPD will serve as the Fiscal Agent for the Parties under this Agreement. The Fiscal Agent must account for all funds received pursuant to this Agreement according to generally accepted accounting principles. The Fiscal Agent shall manage the budgets for the Enforcement Grant and Awareness and Education Grant and shall employ procedures to ensure that the activities performed under this Agreement do not exceed the available grant funds. The Fiscal Agent shall provide reports on receipts and disbursements to each of the Parties on at least a quarterly basis. Except as provided in Section 3. __ below, the Fiscal Agent shall not receive compensation for performing the duties of fiscal agent and shall not request reimbursement from grant funds for performance of Fiscal Agent duties.

1.4. Reimbursement-based Grants. Both the Enforcement Grant and Awareness and Education Grant provide for reimbursement of eligible expenses, and neither provides advance funding for grant-eligible expenses, such as personnel costs, labor costs or the cost of purchasing or leasing supplies or equipment.

- a. Compensation of Employees. Each Party is responsible for compensating its employees who perform work under this Agreement according to the collective bargaining agreements, contracts and policies applicable for that Party, regardless of the jurisdiction in which the Party's employee performed the work. The grant-eligible personnel costs contemplated by this Agreement include peace officer hours incurred in connection with planning and implementation of Safe Road Projects (as that term is defined below); personnel costs incurred in installing fixed grant-eligible equipment or moving mobile grant-eligible equipment; and personnel costs incurred in administering the purchase of grant-eligible equipment. Each Party agrees to assume all other personnel costs related to the performance of this Agreement, including, but not limited to, administrative costs in submitting and processing reimbursement requests.
- b. Contracted Costs for Services, Labor or Equipment. As further set forth in Article 3 below, the Awareness and Education Grant contemplates that the parties will contract for services, for the purchase or rental of certain equipment; in addition, a City Party may wish to contract for the installation of grant-eligible equipment rather than perform that labor with city forces. The SLMPD will serve as purchasing agent for the Parties with respect to the purchase or rental of any grant-eligible equipment and with respect to the contract with Independent School District No. 276. If grant-eligible equipment is to be permanently installed within the jurisdiction of a City Party, that City Party is responsible for contracting for the installation (unless the City Party will use city forces).
- c. Reimbursement Requests. A Party must submit to the Fiscal Agent a request for reimbursement of grant-eligible costs incurred under this Agreement (whether compensation costs or contracted costs) within ___ days after the costs are incurred. The Fiscal Agent is responsible for submitting the request to the grant agency in accordance with the applicable grant agreement. A Party who fails to timely submit reimbursement requests assumes all risks associated with late submission, including, specifically, the risk that previously-submitted reimbursement requests may have exhausted the available grant funds. The Fiscal Agent will use its best efforts to manage the budgets for the grant funds but is not responsible for untimely reimbursement requests.

1.5. Workers' Compensation. Each Party shall be responsible for injuries to or the death of its own personnel. Each Party shall maintain workers' compensation coverage or self-insurance coverage covering its own personnel while they are participating in any activities pursuant to this Agreement. Each Party waives the right to sue any other Party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Party or its officers, employees or volunteers.

1.6. Liability. Each Party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. Each Party agrees to defend and indemnify the other Parties from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of the indemnifying Party's officers, employees or volunteers performing any activity pursuant to this Agreement. Nothing in this Section 1.5 constitutes a waiver by any Party of the limitations on

liability provided by Minn. Stat. Ch. 466. The Parties' liability shall be governed by Minn. Stat. Ch. 466 and Minn. Stat. 471.59, subd. 1a.

1.7. Damage to Equipment. Each Party shall be responsible for damage to or loss of its own equipment that occurs in connection with the joint exercise of the Parties' powers pursuant to this Agreement. Each Party waives the right to sue any other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees or volunteers.

ARTICLE 2: ENFORCEMENT GRANT ACTIVITIES

2.1. Enforcement Grant. The amount of the Enforcement Grant is Two Hundred Thousand Dollars (\$200,000.00), all of which is allocated to overtime enforcement.

2.2. Enforcement Grant Activities. The Parties will carry out the purpose of this Agreement through their respective Law Enforcement Agencies by jointly participating in high visibility traffic enforcement projects (Safe Road Projects) to which the Law Enforcement Agencies will assign peace officers. Traffic enforcement projects will include targeted geographic areas during specified periods of time on specific dates in which and during which the Law Enforcement Agencies will assign peace officers to work together to enforce traffic safety laws, including but not limited to semaphore violations, crosswalk violations and distracted driving violations. Safe Road Projects may include the use of equipment acquired with funds from the Awareness and Education Grant. Assignment of peace officers to work on traffic enforcement projects will remain in the sole discretion of the chief law enforcement officer of each Law Enforcement Agency. Any Law Enforcement Agency may decline participation in any traffic enforcement project without liability to any Party.

2.3. Recommendation of Safe Road Projects. Assigned peace officers from the parties will meet on an ad hoc basis as the Hwy 7 Safe Road Zone Group to identify and recommend Safe Road Projects to the chief law enforcement officers of each Law Enforcement Agency. The Hwy 7 Safe Road Zone Group will utilize data to identify Safe Road Projects that will have a substantial effect upon public safety, including: citations for excessive speed; crash history; pedestrian crossings; bicycle use; other vulnerable road users; intersection risks, roadway design, and data from the Road Safety Audit completed in July 2022. The decision to assign peace officers to work on any particular Safe Road Project remains within the discretion of the chief law enforcement officer for each Law Enforcement Agency.

2.4. Exercise of Police Power. A peace officer who has been assigned by his or her chief law enforcement officer to participate in a Safe Road Project located outside of the officer's jurisdiction has the full and complete authority of a peace officer as though appointed by the Law Enforcement Agency within whose jurisdiction the Safe Road Project is located.

2.5. Direction and Control. Peace officers assigned by their appointing agency to participate in Safe Road Projects pursuant to this Agreement shall remain under the direction and control of their chief law enforcement officer.

2.6. Recall of Peace Officers. The appointing Law Enforcement Agency may at any time and in the agency's sole judgment and without liability to any Party recall a peace officer assigned to participate in a Safe Road Project pursuant to this Agreement.

2.7. Incidental Equipment and Supplies. When a Law Enforcement Agency assigns peace officers to work on Safe Road Projects pursuant to this Agreement, that Law Enforcement Agency shall provide all fuel and other materials and services for its peace officers who have been so assigned, without any claim for reimbursement from grant funds.

ARTICLE 3: AWARENESS AND EDUCATION GRANT ACTIVITIES

3.1. Awareness and Education Grant. The application for the Awareness and Education Grant was in the amount of _____ Thousand Dollars (\$____,000.00). The Parties' activities will be limited to the amount of the Awareness and Education Grant, as set forth in the executed grant agreement.

3.2. Awareness and Education Grant Activities. The grant application for the Awareness and Education Grant identified the following grant activities:

- a. Purchase of 15 semaphore confirmation lights;
- b. Installation of 15 semaphore confirmation lights;
- c. Inspection and consultation for semaphore confirmation lights;
- d. One-year lease of Acusensus® Real-time Distracted Driving Enforcement Tech equipment;
- e. Signage for Hwy 7 Safe Road Zone;
- f. Development of Hwy 7 Safe Road Zone messaging, in cooperation with Independent School District No. 276 ("ISD 276")(creation of logo, production of videos, creation of social media posts, town hall meetings/school safety presentations by on-duty officers, press conferences)
- g. Billboard messaging
- h. Boosting social media posts and adding space on social media;
- i. Purchase of truck-mounted messaging system
- j. Installation of flashing crosswalk sign at Hwy 7 and CR 101;
- k. On-duty time for Hwy 7 community gatherings.

3.3. Prioritization of Awareness/Education Projects. Each Law Enforcement Agency will identify a representative to serve on a Project Group that will determine the priorities for projects to be funded with Awareness and Education Grant funds ("Awareness Projects"). The Project Group representatives for each City Party must consult with that City's public works, engineering or other staff, as the City Party may designate, regarding projects falling within Section 3.2 a., b., c., e., or j. above, before making final decisions on funding priority for projects. The Project Group will utilize data to identify Awareness Projects that will have a substantial effect upon public safety, including: citations for excessive speed; crash history; pedestrian crossings; bicycle use; other vulnerable road users; intersection risks, roadway design, and data from the Road Safety Audit completed in July 2022.

3.4. Party Responsibilities. All grant funds are awarded on a reimbursement basis. The responsibilities of the Parties with respect to Awareness Projects is governed by this Section 3.4.

- a. Semaphore Confirmation Lights. The City Party in whose jurisdiction a semaphore confirmation light is to be installed will be responsible to: obtain necessary permits or agreements from MnDOT for the installation and maintenance of the confirmation light; contract for the purchase of the confirmation light equipment; install or contract for the installation of the

confirmation light equipment; and maintain the installed confirmation light equipment on an on-going basis; and submit requests for reimbursement of grant-eligible costs to the Fiscal Agent in accordance with Section 1.4 of this Agreement.

- b. Acusensus® Equipment. SLMPD is responsible for leasing the Acusensus® Real-time Distracted Driving Enforcement Tech equipment and processing a request for reimbursement in accordance with Section 1.4 of this Agreement.
 - c. Contract with ISD 276. _____ is responsible for (1) contracting with ISD 276 to develop a media program for the Hwy 7 Safe Road Zone project, including the creation of a logo, production of videos, creation of social media posts, and developing presentation materials for town hall meetings and school safety presentations, and (2) submitting a request for reimbursement of grant-eligible costs to the Fiscal Agent in accordance with Section 1.4 of this Agreement.
 - d. Truck-mounted Messaging Equipment. SLMPD is responsible for purchasing truck-mounted messaging equipment, to be used as part of the Awareness Project, and for processing any request for reimbursement in accordance with Section 1.4 of this Agreement. SLMPD shall own the truck-mounted messaging equipment and may retain that equipment after termination of this Agreement. SLMPD acknowledges that SLMPD will benefit from the remaining useful life of that equipment and agrees that, in consideration of that value, SLMPD will not request compensation from any of the Parties or reimbursement from the grant funds for its services as Fiscal Agent for this Agreement.
 - e. Crosswalk Sign at Hwy 7 and CR 101. The City of Minnetonka will be responsible to: (1) obtain necessary permits or necessary permits or agreements from MnDOT for the installation and maintenance of the flashing crosswalk sign at Hwy 7 and CR 101, and (2) submit a request for reimbursement of grant-eligible costs to the Fiscal Agent in accordance with Section 1.4 of this Agreement.
 - f. Other Awareness Grant Activities. The Project Group will determine which other Awareness Projects may be undertaken and the City Party(ies) who will be responsible for undertaking the activity and submitting requests for reimbursement in accordance with Section 1.4 of this Agreement. Those projects may include: obtaining Hwy 7 Safe Road Zone signage, coordinating public service announcement messaging with billboard companies in the Hwy 7 Safe Road Zone; boosting social media posts and adding space on social media; and providing personnel for town hall/school presentations and Hwy 7 community gatherings.
- 3.5. Incidental Equipment and Supplies. When any Party assigns personnel to work on an Awareness Project pursuant to this Agreement, that Party shall provide all travel expenses for attending meetings or presentations, and incidental supplies and materials related to the provision of services by its personnel, without any claim for reimbursement from grant funds.

ARTICLE 4: MISCELLANEOUS

4.1. Withdrawal. Any City Party may withdraw from this Agreement upon thirty (30) days' written notice to the Fiscal Agent. The Fiscal Agent will notify the other Parties to this Agreement. After the effective date of the withdrawal, no grant activities will take place within the jurisdiction of the withdrawing City Party. Withdrawal shall not act to discharge any liability incurred by any Party prior to withdrawal.

4.2. Notice. Notices required by Section 4.1 of this Agreement shall be provided by first class United States mail to the addresses set forth below. All other correspondence relating to this Agreement may be by either U. S. mail or email to email addresses provided by the Parties to each other.

South Lake Minnetonka Police Dept.
Attn: Chief of Police Brian Tholen
24150 Smithtown Rd.
Shorewood, MN 55331

City of Chanhassen
Attn: _____
7700 Market Blvd.
P. O Box 147
Chanhassen, MN 55317
City of Excelsior
Attn: _____
350 Hwy 7, Suite 230
Excelsior, MN 55331

City of Deephaven
Attn: _____
20225 Cottagewood Rd
Deephaven, MN 55331

City of Greenwood
Attn: _____
350 Hwy 7, Suite 230
Excelsior, MN 55331

City of Hopkins
Attn: _____
1010 1st Street South
Hopkins, MN 55343

City of Minnetonka
Attn: Chief of Police Scott Boerboom
14600 Minnetonka Blvd.
Minnetonka, MN 55345

City of Minnetrista
Attn: _____
7701 Co. Rd. 110 W.
Minnetrista, MN 55364

City of St. Louis Park
Attn: Chief of Police Bryan Kruelle
5005 Minnetonka Blvd.
St. Louis Park, MN 55416

City of Shorewood
Attn: _____
5755 County Club Rd.
Shorewood, MN 55331

City of Victoria
Attn: _____
1670 Stieger Lake Ln.
Victoria, MN 55386

County of Carver
Attn: Sheriff Jason Kamerud
606 E. Fourth St.
Chaska, MN 55318

4.3. Records/Audit. Under Minn. Stat. § 16C.05, subd. 5, the Parties' books, records, documents, and accounting procedures and practices relevant to this Agreement, including books and records of any approved subcontractors, are subject to examination by any other Party and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years after the termination of this Agreement.

4.4. Nondiscrimination. The provisions of Minnesota Statute Section 181.59 discrimination shall be considered a part of this Agreement as though fully set forth herein.

4.5. 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.

4.6. Electronic signatures. The Parties agree that this agreement may be electronically signed by any or all Parties. The Parties agree that electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity and admissibility.

4.7. Data Practices. The books and records of all the Parties shall be subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.

4.8. Survival of Terms. Provisions that by their nature are intended to survive the term of this Agreement do survive such term. Such provisions include but are not limited to: Workers' Compensation; Liability; Damage to Equipment; Records/Audit; Minnesota Laws Govern.

4.9. Amendments. This Agreement may be amended only in writing and upon the consent of each of the Parties' governing body.

IN WITNESS of the above, the authorized representatives of each of the Parties has executed this Agreement below.

[signature pages follow]

Signature Page for City of Hopkins

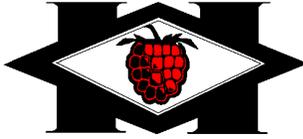
CITY OF HOPKINS:

Dated: _____

By: _____
_____, Mayor

Dated: _____

By: _____
_____, City Manager



CITY OF HOPKINS

Planning & Economic
Development

City Council Report 2024-083

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

From: Kurt Howard, Planner

Date: July 9, 2024

Subject: Approval of Contract for Consulting Services for the Preparation of a Hopkins End-of-Trip Facilities Plan

RECOMMENDED ACTION

MOTION TO approve a contract between the City of Hopkins and Toole Design for consulting services for the preparation of a Hopkins End-of-Trip Facilities Plan.

OVERVIEW

This contract between the City of Hopkins and Toole Design is for the preparation of a Hopkins End-of-Trip Facilities Plan. The planning process will be funded entirely by a \$15,000 grant awarded to the City of Hopkins by Hennepin County's Active Living Program.

The Hopkins End-of-Trip Facilities Plan will serve as a guiding document to help implement strategic improvements over time for the provision of high-quality end-of-trip facilities, such as bike racks and secure storage lockers, that meet the needs of an emerging diversity of active transportation modes. All modes of active transportation will be considered, including all types of bicycles (e.g. traditional, electric assist, cargo, adaptive, recumbent etc.), personal and shared mobility scooters, skateboards, roller blades, and any other physically active way that community members may travel to and within Hopkins. The plan will also include recommendations for highly recognizable and memorable branding and wayfinding to maximize the use of the proposed and existing facilities for new and returning users.

The Plan's recommendations will be informed by an evaluation of existing end-of-trip facilities, review of best practices, and a variety of community engagement activities and events that will seek to understand the community's needs, opportunities, and barriers that end-of-trip facilities present to the use of active modes of transportation.

The Plan will advance a number of identified goals and strategies from the 2040 Comprehensive Plan, as well as the City Council's 2024 Goals and Strategic Plan for the City of Hopkins, including supporting investments that encourage the integration of physical activity into daily routines and improving air-quality by promoting non-automotive modes of transportation. Included with this item's presentation, staff will also share updates on a number of other multimodal transportation initiatives that are currently underway or under consideration.

SUPPORTING INFORMATION

- Proposed Contract for Consulting Services for a Hopkins End-of-Trip Facilities Plan

**Contract for Professional Services Between:
City of Hopkins (“Client”) and
Toole Design Group, LLC (“TDG”)**

1. Project Overview:

Project Name: Hopkins End-of-Trip Facilities Plan
TDG Project Number: 00MSP.00253
Client Name: City of Hopkins (“Client”)
Contract Effective Date: July 9, 2024

2. Project Information:

TDG Budget: **\$14,996**
Term of Agreement: July 09, 2024 - October 31, 2024
Project Location: Hopkins, Minnesota

3. TDG Project Manager and Local Contact Information:

Name: John Dempsey
Email: jdempsey@tooledesign.com
Phone: (612) 584-4094
Address: 212 3rd Avenue N, Suite 352
Minneapolis, MN 55401

4. Client Project Manager and Local Contact Information:

Client Organization: City of Hopkins
Name: Kurt Howard, Planner
Email: khoward@hopkinsmn.com
Phone: (952) 548-6339
Address: 1010 1st Street South
Hopkins, MN 55343

5. TDG Main Office Contact Information:

Admin/Finance Address:
8484 Georgia Ave, Suite 800
Silver Spring, MD 20910
Phone: (301) 927-1900
Contracts: Contracts@tooledesign.com
Accounts Payable: accounts.payable@tooledesign.com
& cc TDG Project Manager

6. Terms and Conditions:

Except to the extent modified by Amendments (if applicable), Terms and Conditions attached incorporated here shall apply.

Exhibits/Attachments:

- Terms and Conditions
- Attachment A - Scope of Work
- Attachment B - Detailed Budget and Fees

**AGREEMENT BETWEEN
CITY OF HOPKINS
and
TOOLE DESIGN GROUP, LLC
TDG# 00MSP.00253**

This Agreement is made as of July 9, 2024 between Toole Design Group, LLC (“TDG”) having its principal office of business at 8484 Georgia Avenue, Suite 800, Silver Spring, MD 20910, and the City of Hopkins (“Client”), (collectively the “Parties”) having its principal office of business at 1010 1st Street South, Hopkins, MN 55343. TDG’s project number shall be as follows: 00MSP.00253.

AGREEMENT

TDG and Client agree as follows:

1. This Agreement does not establish a joint-venture, partnership, employer-employee, or principal-agent relationship between TDG and Client. The relationship between Toole and Client will be that of an independent contractor.
2. The scope of this Agreement (the “Project” or “Services”) and time period of performance are as indicated in *Attachment A*.
3. Client shall compensate TDG on a time and materials basis. The initial not exceed budget shall be **\$14,996**. This is based on an estimate of hours, cost of materials, period of performance and other factors as further described in *Attachment A*. If any of the above factors has a significant impact on the initial not to exceed amount, Toole will notify Client in writing and work with Client on an amendment to the not to exceed amount. If the not to exceed amount has been reached, TDG reserves the right to stop work until a written amendment has been executed by both Parties. TDG reserves the right to escalate rates annually on or around April 1st of each year. A more detailed description of the compensation for the Services may be found in *Attachment B*.
4. TDG shall submit invoices (no more frequently than once per month) based on work completed during that time period and Client shall pay TDG within ten (10) days after receipt of invoice. Should the Client fail to make timely payment, TDG reserves the right to stop work until payment is received.
5. This Agreement shall automatically terminate on October 31, 2024. Before this official date of termination, the obligation to provide further services under this Agreement may be terminated by either party upon five (5) business days’ written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Upon any termination, TDG will be paid for all services completed to the date of termination.
6. Client shall arrange for access to and make all provisions for TDG to enter upon public and private property as required for TDG to perform the Services. TDG shall be able to reasonably rely on any data or information provided by the Client necessary to perform the Services under this Agreement.

7. Client shall give written notice to TDG whenever Client becomes aware of any development that affects the scope or timing of TDG's Services.
8. Financial records of TDG pertinent to TDG's compensation and payments under this Agreement will be kept in accordance with generally accepted accounting practices.
9. TDG shall maintain all records (including electronic records) in regard to this Agreement readily available and in legible form. TDG shall maintain all books, papers, records, accounting records, files, accounts, reports, cost proposals with backup data, and all other material relating to direct costs charged to this Project, and shall make all such material available at any reasonable time during the term of work on the Project and for two (2) years from the date of final payment to TOOLE auditing, inspection, and copying upon Client's request.
10. Any official notice or other communication required hereunder shall be sent by certified mail (return receipt requested), and/or other methods as mutually agreed upon, and shall be deemed given on the date which such notice is received.

To Contractor at: Toole Design Group, LLC
8484 Georgia Avenue, Suite 800
Silver Spring, MD 20910

To Client at: City of Hopkins
1010 1st Street South
Hopkins, MN 55343

11. TDG has or shall procure and maintain insurance for protection from 1) claims under workers' compensation acts, 2) from claims for damages because of bodily injury including personal injury, sickness, disease or death of any and all employees or of any person other than such employees, and 3) from claims or damages resulting from damage to, loss of use of, and/or destruction of property.

TDG shall also procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by its negligent acts, errors, or omissions. TDG shall maintain this insurance at least until the completion of TDG's services.

12. To the fullest extent permitted by law, Client and TDG each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and TDG, they shall be borne by each party in proportion to its negligence.

13. All original design calculations, field notes, quantity calculations, logos, maps, photographs, written reports, necessary project specific provisions, and other material including drawings prepared under this agreement (“Data”), and without regard to the media in which the Data was developed, shall be the property of the Client and TDG. Client shall make available to TDG drawings, specifications, schedules and other information and data which are pertinent to TDG’s Services. These aforementioned non-public documents, information, and data shall remain the property of the Client and/or of another party if required.
14. If this Agreement provides for any construction phase services by TDG, it is understood that the Contractor, not TDG, is responsible for the construction of the project, and that TDG is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.
15. The standard of care for all professional services performed or furnished by TDG under this Agreement will be the skill and care used by members of TDG’s profession practicing under similar circumstances at the same time and in the same locality. TDG makes no warranties, express or implied, under this Agreement or otherwise, in connection with TDG’s services.
16. 16. Any dispute resolution process will be governed by the procedures outlined in this Agreement. Any disputes relating to this Agreement shall be submitted to a senior representative of each Party who shall have the authority to enter into an agreement to resolve the dispute (“Representative”). The Representatives shall not have been directly involved in the performance of the Services and shall negotiate in good faith. If the Representatives are unable to resolve the dispute within three weeks or within such longer time period as the representatives may agree, the dispute may be decided by alternative forms of dispute resolution (such as neutral mediation) as mutually agreed or either Party may then pursue its respective rights in law or equity. No written or verbal representation made by either Party in the course of any discussions between the Representatives or other settlement negotiations shall be deemed to be a party admission.
17. This Agreement shall be governed by and constructed and enforced in accordance with the laws of the State of Minnesota.
18. If any legal proceedings should be instituted by either party to enforce the terms of this Agreement or to determine the rights of the parties hereto, each party shall pay for their own attorney’s fees, expert witness fees, and costs.
19. Force majeure shall include, but not be limited to, any acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

- 20. Client and TDG shall not be liable to each other for indirect, incidental, special, economic consequential, or punitive damages of any kind (including, but not limited to lost profits and operation costs).
- 21. In the event that any term or condition of this Agreement is held to be illegal, invalid, or unenforceable under the Law, such term or condition shall be deemed severed from this Agreement and the remaining terms and conditions shall remain unaffected and thereby continue in full force.
- 22. This Agreement represents the entire integrated agreement between TDG and Client and supersedes and replaces all of the terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, which have not been specifically incorporated by reference herein with respect to this Agreement. This Agreement may be changed, modified or altered only by written agreement of the parties.

IN WITNESS WHEREOF, the Parties hereto have made, executed and agreed to this Agreement as the day and year first above written.

Toole Design Group, LLC

City of Hopkins

By: _____
Name: Ciara Schlichting
Title: Director of Operations, Midwest

By: _____
Name: Michael Mornson
Title: Mayor

By: _____
Name: Patrick Hanlon
Title: City Manager

Attachment A
Scope of Work

5. UNDERSTANDING AND SCOPE OF SERVICES

UNDERSTANDING

Demand for end-of-trip facilities in downtown Hopkins has recently increased, especially with the advent of three (3) METRO Green Line Extension (Southwest LRT) stations: Shady, Oak, Downtown Hopkins, and Blake Road, in addition to the Lake Minnetonka Regional Trail and Minnesota River Bluffs Regional Trail. The new transit stations and new all-ages and abilities bikeways are bringing new types of bicyclists downtown and to access transit – most notably people riding large acoustic or e-cargo bicycles, but also conventional e-bikes, personal e-scooters, diverse bicycles, and just more people on bicycles in general. Designed to enhance the experience of commuters by providing convenient amenities, installing end-of-trip facilities in Downtown Hopkins can help them smoothly transition from their trip to their final destination. Specifically, our team will focus our study within Downtown Hopkins including an approximate project study area boundary of Excelsior Blvd to the south, 1st St N to the north, 13th Ave S to the west, and 7th Ave N to the east. This End-of-Trip Facilities Plan is a great opportunity to comprehensively assess active mode parking conditions in downtown Hopkins and develop a plan that focuses on recommendations and provides future decision-makers a clear path for expanding end-of-trip facilities in Downtown Hopkins based on site context and demand.

SCOPE OF SERVICES

We have outlined a proposed scope of work that includes a summary of the anticipated project delivery process. Some of the tasks have been reordered from the RFP to accurately convey a critical path to success for this project. If selected, Toole Design will work with the City of Hopkins staff to revise and finalize this scope of work before incorporating it into the contract.

TASK 1: PROJECT MANAGEMENT AND COORDINATION

With any project, it's important to have a project manager and key staff members with experience across many disciplines so that issues can be anticipated and diffused before they become problems. Toole Design, starting with the project manager, will use its expertise

to ensure that this project runs smoothly. We approach our clients as partners, but because we recognize staff time as a finite commodity, we make sure to separate the issues that can easily be solved in-house from those that require staff input.

John Dempsey will be our Project Manager and will be responsible for project oversight and regular communication with the City of Hopkins staff. Toole Design will facilitate a kick-off meeting to review the project scope of work, schedule, and deliverables. He will schedule bi-weekly calls with the City of Hopkins Project Manager to provide project updates, review work progress, and collaborate on upcoming tasks and deliverables.

TASK 1 DELIVERABLES:

- Project Kick-off (virtual)
- Up to 10 half-hour virtual bi-weekly check-in calls with the City of Hopkins Project Manager
- Project work plan with input/review by the City of Hopkins
- Monthly progress reports that include task accomplishments and status deliverables

CITY OF HOPKINS ROLE:

- Participate in kick-off meeting and bi-weekly check-in calls

TASK 2: EVALUATE EXISTING END-OF-TRIP FACILITIES

In order to establish an understanding of existing conditions, we will complete a virtual assessment of the existing bicycle parking and end-of-trip facilities in Hopkins. Our first subtask within this task will be to complete a review of bicycle parking best practices. Since 2015, the APBP Essentials for Bike Parking has been the industry touchstone for developing bicycle parking standards in many cities in the U.S. In the nearly 10 years since that document was developed, the prevalence of e-bikes and cargo bicycles has exploded in the U.S. We will review updated guidance and connect with our network across the U.S. who are re-thinking bicycle parking and end-of-trip facilities to understand the state of the practice.

The challenge for many communities is how to estimate bicycle and micromobility parking based on the allocation of existing resources. Simple observations of the quantities of bicycles and scooters parked can easily reveal that conditions and volumes can vary widely. We anticipate an inventory of existing bicycle and scooter parking will be collected by others (if-needed). Items such as the number of bicycles and scooters parked, the number of spaces, rack type, and general observations of the layout of the existing facility will be collected. Our GIS team will carefully review and calibrate all existing bicycle parking data files for the project area. The results of these observations combined with the existing bicycle and micromobility parking inventory will be compiled into inventory and parking demand maps.

We will inventory other known existing end-of-trip facilities that support active travel in the project area and identify actionable recommendations for facility improvements.

All of the above will be summarized in an Existing End-of-Trip Facility Environment Assessment and key findings will be presented to Hopkins staff and stakeholders as needed throughout this task.

TOOLE DESIGN TASK 2 DELIVERABLES:

- End-of-Trip Facility existing activity mapping
- Updated GIS inventory of bicycle and micromobility parking downtown
- Existing End-of-Trip Facility Environment Assessment (PowerPoint Deck)

CITY OF HOPKINS ROLE:

- Share existing GIS-based data
- Fieldwork data collection (if-needed)

TASK 3: PUBLIC ENGAGEMENT

Public input is critical to the success of the End-of-Facilities Plan. We are committed to a public engagement process that is focused on listening to people, asking questions to understand user perspectives, and engaging local partners to understand the community's needs opportunities, and barriers that end-of-facilities for active transportation. Our public engagement will include messaging and strategies that resonate with all target communities. We will provide information that is clear and concise while also including multiple ways to participate both online and in person.



Toole Design is skilled at conducting pop-up activities that reach community members that are traditionally underserved.

Since we can only collect demand information at a few points in time, in addition to data collection we will also lead engagement efforts to help cover our blind spots and understand what people need, where they want to park bicycles and micromobility devices and what they think are the existing problems with end-of-trip facilities downtown (if any). To do this we will develop a brief online and paper survey that can be shared with people through existing communications channels or during existing events. We have significant experience creating online surveys for clients, including a detailed survey about bicycle parking in downtown Madison, WI as part of the Downtown Madison Bike and Moped Parking Study. The team will draw on our researchers who are experts on survey construction and wording to write questions that help generate insights and move the End-of-Trip Facilities Plan forward. These questions will be reviewed with the City of Hopkins staff before execution.

We also recommend using in-person pop-up engagement to learn about user needs and preferences from a larger cross-section of people who are likely to respond to an online survey. We will host up to two (2) pop-up events, one downtown and [one along 11th Avenue S](#) to meet riders who are already using bicycle and micromobility parking. Toole Design will work with the City of Hopkins staff to develop the best approach to pop-up events. We suggest completing at least one pop-up session during a large event such as the Hopkins Farmers Market, the Sunset Series events, or the Raspberry Festival to understand what maximum bicycle and micromobility parking demand looks like in some locations. We have extensive experience in creative and interactive in-person outreach throughout Minnesota, including on projects like the Metro Transit Bicycle Parking Plan. All public engagement

activities will be inclusive to engage traditionally underrepresented communities, including BIPOC, renters, seniors, youth, low-income residents, and persons with disabilities.

We look forward to discussing our approach to determine what is feasible given the available project and staff resources.

TOOLE DESIGN TASK 3 DELIVERABLES:

- Engagement plan draft and final
- Draft and final end-of-trip facilities, bicycle, and micromobility parking survey questions for the City of Hopkins review/approval
- Pop-up engagement events (up to two)
- Draft and final summary documenting public engagement results (PowerPoint Deck)

City of Hopkins Role:

- + Attend community public engagement activities and utilize Community Connector Liaisons for engagement activities
- + Promote and invite residents, business owners, transit riders, and visitors to public engagement events

TASK 4: BRANDING AND WAYFINDING

We will explore branding and wayfinding recommendations. The primary objective will be to develop a highly recognizable and universal scheme for a cohesive system for end-of-trip users. We will focus on developing enhancements to existing materials and suggestions for future branding and wayfinding interventions within Downtown Hopkins.

TOOLE DESIGN TASK 4 DELIVERABLES:

- Map identifying potential branding and wayfinding locations
- One branding and wayfinding concept
- List of branding and wayfinding strategies
- Branding and wayfinding interventions (PowerPoint Deck)

CITY OF HOPKINS ROLE:

- Provide existing necessary branding and wayfinding materials
- Review and provide comments on draft branding and wayfinding materials

TASK 5: END-OF-TRIP FACILITIES FINAL PLAN

We will provide a draft version of the End-of-Facilities Plan and then make one round of edits requested by the City of Hopkins staff before submitting the final version. It is assumed that the draft plan comments will be clear, concise, and actionable comments.

The final plan shall cover existing conditions, best practices for end-of-trip facilities, design guidelines, proposed improvements, site requirements, and policy and program recommendations, and [general planning-level opinion of costs](#) for improving the active transportation approach. The final plan will be considered a toolkit detailing the next steps so the City of Hopkins can easily and effectively move forward.

TOOLE DESIGN TASK 5 DELIVERABLES:

- Draft End-of-Trip Facilities Plan (PowerPoint Deck)
- Final End-of-Trip Facilities Plan (PowerPoint Deck)

CITY OF HOPKINS ROLE:

- Review and provide comments on the draft End-of-Trip Facilities Plan

6. CITY/COUNTY RESOURCES

We anticipate a partnership with the City of Hopkins is needed for a successful End-of-Trip Facilities Plan. In each task provided in the scope of work, we have noted an anticipated role for the City of Hopkins.

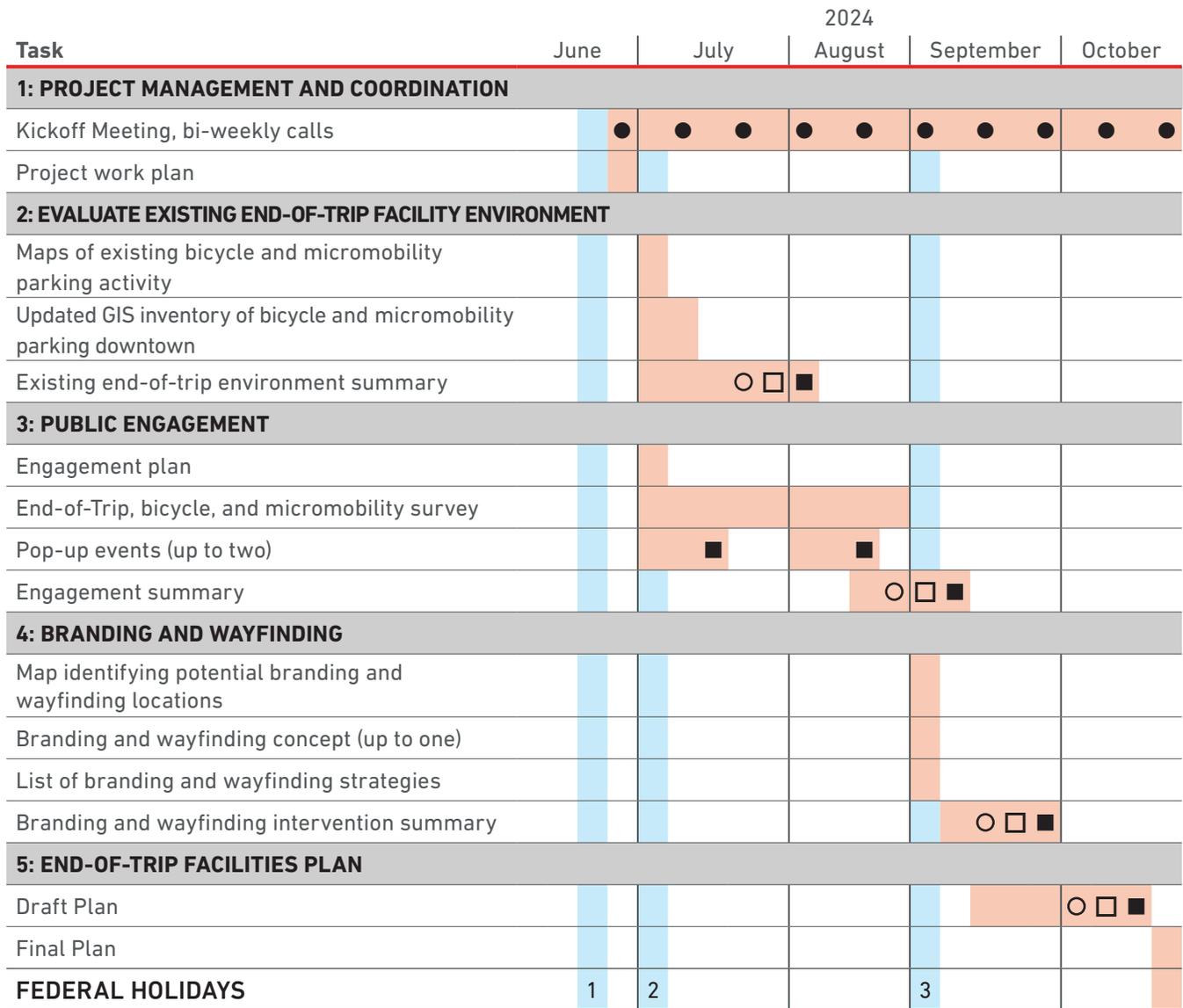
7. SUBCONSULTANTS

Toole Design will be performing all the work on this project. No subcontractors will be hired.

8. TIMELINE

Toole Design is ready and available to launch and execute this project. We are committed to meeting or exceeding the City of Hopkin’s expectations for this project in a timely manner, and we will commit our staff and resources throughout this project. The proposed schedule is below and can be refined as necessary to meet the City of Hopkin’s needs.

We anticipate a 4-month schedule for this project, starting in July 2024 and running through October 2024. A detailed schedule is shown below.



- Meetings
- Deliverables
- Toole Design Review Deadline
- City of Hopkins Staff Review Week
- 1 Juneteenth
- 2 Fourth of July
- 3 Labor Day

Attachment B
Detailed Budget and Fees

9. FEE PROPOSAL

The following budget shows Toole Design’s proposed time and cost predictions for the elements of work. The duration and costs included in our proposal represent our initial estimate of the necessary level of effort. However, we can be flexible and anticipate refining the approach in collaboration with the City of Hopkin’s staff.

The total budget for this work is **\$14,996**. We are confident in our team’s ability to deliver the highest quality work for the City of Hopkins. If you have any questions, please contact John Dempsey, PLA at jdempsey@tooledesign.com or 612.584.4094 x202.

Notes: Rates escalate each year on Apr 1st | Rates do not include reimbursable expenses | Any change in scope of the project or change in period of performance, the rates will be revised at the time of amendment.

	Principal-in-Charge, QA/QC Mitzi Alex	Project Manager John Dempsey	Urban Design/Planning Lead Jaz Warren	Intern Mosquera	Intern Nguyen	TOTAL HOURS	TOTAL FEES
Hourly Rates	218	158	134	80	80		
1: PROJECT MANAGEMENT AND COORDINATION	2.5	12	0	0	0	14.5	\$2,441
Kickoff Meeting and Bi-weekly calls with Hopkins Project Manager (1/2-hour)	0.5	8	-	-	-	8.5	\$1,373
Project Work Plan	1	2	-	-	-	3	\$534
Monthly Invoices and Progress Reports	1	2	-	-	-	3	\$534
2: EVALUATE EXISTING END-OF-TRIP FACILITY ENVIRONMENT	.5	1.5	4	12	12	30	\$2,802
Maps of existing bicycle and micromobility parking activity	-	-	-	4	4	8	\$640
Updated GIS inventory of bicycle and micromobility parking downtown	-	1	2	4	4	11	\$1,066
Existing End-of-Trip Environment Summary Memo	0.5	0.5	2	4	4	11	\$1,096
3: PUBLIC ENGAGEMENT	.5	3.5	7.5	14	14	39.5	\$3,907
Engagement plan draft/final	-	1	4	-	-	5	\$694
Survey questions draft/final	-	0.5	0.5	2	2	5	\$466
Pop-Up engagement event	-	1	1	8	8	18	\$1,572
Engagement summary	0.5	1	2	4	4	11.5	\$1,175
4: BRANDING AND WAYFINDING	.5	2	12	2	10.5	27	\$3,033
Map of branding and wayfinding locations	-	0.5	2	-	2	4.5	\$507
Branding and wayfinding concept	-	0.5	4	-	4	8.5	\$935
List of branding and wayfinding strategies	-	0.5	4	-	2	6.5	\$775
Branding and wayfinding intervention summary	0.5	0.5	2	2	2.5	7.5	\$816
5: END-OF-TRIP FACILITIES PLAN	2	2	4	8.5	8.5	25	\$2,648
Draft Plan	1	1	2	6	6	16	\$1,604
Final Plan	1	1	2	2.5	2.5	9	\$1,044
<i>Subtotals</i>	6	21	27.5	36.5	45	136	\$14,831
						<i>Direct Expenses</i>	<i>\$165</i>
						PROJECT TOTAL	\$14,996