

HOPKINS CITY COUNCIL

AGENDA

Tuesday, July 15, 2025

6:30 pm

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

Schedule HRA Meeting at 6:30 p.m.

I. CALL TO ORDER

II. ADOPT AGENDA

III. PRESENTATIONS

1. Introduction and Oath of Office for Police Sergeant and Police Officer; Johnson/Domeier
2. Appointment of Planning & Zoning Commissioner and Oath of Office; Domeier
3. Hopkins Digital Access Initiative; Kivett
4. 2024 Audit and Annual Comprehensive Financial Report; Bishop

IV. CONSENT AGENDA

1. Approval of Minutes of June 17, 2025, Regular Meeting Proceedings; Domeier
2. Approval of Temporary Liquor License for BPOE Lodge 2221 DBA Hopkins Elks Lodge; Domeier
3. Approval of Extension of On-Sale Liquor License for LTD Brewing LLC DBA LTD Brewing Co.; Domeier
4. Approval of Memorandum of Understanding between City of Hopkins and IAFF Local No. 1275; Imihy
5. Approval of Livable Communities Grant Agreement and Authorization for Staff to Execute Sub-Grant Agreement with Footprint Development LLC; Needham
6. Approval of Joint Powers Agreement between Minnesota State Fire Marshal Division and City of Hopkins for Hazardous Materials Response Team; Specken
7. Approval of Purchase and Development Agreements for 501 Mainstreet and 15 6th Avenue North and 525 Mainstreet between the Hopkins Housing and Redevelopment Authority, the City of Hopkins and Footprint Development, LLC; Elverum
8. Resolution of Support for Met Council Livable Communities Act Grant Application; Needham
9. Resolution Establishing the Designated Routes for the Municipal State Aid System for the City of Hopkins, MN; Klingbeil
10. Resolution Awarding Contract for Well #6 Generator Addition; Klingbeil
11. Execution of a Termination of Lease Agreement with the Hopkins Historical Society for property located at 907 Mainstreet; Imihy
12. Second Reading: Ordinance Amending the Hopkins City Code Clarifying Certain Regulations Related to Cannabis and Hemp Businesses; Krzos
13. Ratify Checks Issued in June, 2025; Bishop

V. PUBLIC HEARINGS

VI. OLD BUSINESS

VII. NEW BUSINESS

1. Approval of Grant Agreement with the Minnesota Pollution Control Agency Central Park; Imihy
2. Resolution Stating the Intention of the City to Issue Taxable General Obligation Housing Improvement Bonds, Series 2025B, in the Original Aggregate Principal Amount of Approximately \$4,615,000; and Taking Other Actions with Respect Thereto; Bishop

VIII. PUBLIC COMMENT

IX. ANNOUNCEMENTS

- Hopkins Raspberry Festival: July 16 to 20
- National Night Out: Tuesday, August 5
- City Council Regular Meetings in August: Monday, August 4 and Tuesday, August 19 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: November 19, 2024

Subject: Introduction and Oath of Office for Police Sergeant and Police Officer

PURPOSE

Introduction of new police sergeant and officer and oath ceremony.

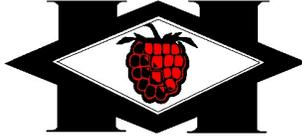
INFORMATION

Police Chief Johnson will introduce Hopkins Police Sergeant Lucas Wilcox and Officer Nick Miller. Following Mr. Johnson's presentation, City Clerk Domeier will issue the Oath of Office.

Together we will thank Lucas and Nick for maintaining our commitment to excellence to Inspire, Educate, Involve and Communicate.

FUTURE ACTION

N/A



Administration

CITY OF HOPKINS

City Council Report 2025-120

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

From: Amy Domeier, City Clerk

Date: July 15, 2025

Subject: Appointment to Planning Commission

RECOMMENDED ACTION

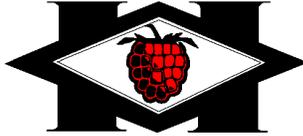
MOTION TO appoint Pete Wiechert to the Planning & Zoning Commission, with a term ending on June 30, 2027.

OVERVIEW

City Code establishes that appointments to boards and commissions shall be made by the City Council. City Clerk Domeier will issue the Oath of Office to the new commissioner.

SUPPORTING INFORMATION

- N/A



CITY OF HOPKINS

Department

Memorandum

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

From: Beth Kivett, Activity Center Program Coordinator

Date: 07/08/2025

Subject: Presentation of Hopkins Digital Access Initiative

PURPOSE

Hopkins City Council will receive an update from the Hopkins Digital Access Initiative (HDAI). This initiative is guided by a steering committee comprised of representatives from the City of Hopkins, Hopkins Community Education, and the Hopkins Public Library. Connecting to Thrive, a mission driven organization, provides organizational support for this effort. <https://www.connectingtothrive.org/>

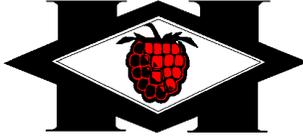
INFORMATION

HDAI is a collaborative and community-driven effort to develop the Hopkins Digital Access Plan with targeted, actionable and sustainable strategies that strengthen digital access for all community members in Hopkins. The goal of this initiative is to ensure Hopkins community members have the digital tools, skills and support needed to thrive in today's connected world. The initiative is currently in the community assessment phase, which includes numerous community outreach events and a survey that will be distributed in the fall.

Check out the HDAI website for more information: www.hopkinsdigitalaccess.org

FUTURE ACTION

Please encourage community leaders, residents and those who live, work or play in Hopkins to participate in outreach events and share their experiences and ideas through our numerous communication channels and upcoming community survey. Comprehensive research that accurately and thoroughly reflects the current state of digital access in the community today is critical to the effectiveness of the assessment phase and will inform the development of the Hopkins Digital Access Plan.



Finance Department

CITY OF HOPKINS

Memorandum

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

From: Nick Bishop, Finance Director

Date: July 15, 2025

Subject: 2024 Audit and Annual Comprehensive Financial Report

PURPOSE

Informational.

INFORMATION

Abdo has completed the City's Audit for the year ended December 31, 2024. The Auditor's Report is dated June 30, 2025. Justin Nilson, Partner will present their results. The Executive Governance Summary and Other Required Reports are attached. Due to its size the Annual Comprehensive Report is not included in the packet. It is available on the City's online document archives:

[- 2024 FINAL Annual Comprehensive Financial Report \(CITY OF HOPKINS 2024A \[12/31/2024\] \(In Process\)\)](#)

FUTURE ACTION

None



Executive Governance Summary

City of Hopkins

Hopkins, Minnesota

For the year ended December 31, 2024



Edina Office

5201 Eden Avenue, Ste 250
Edina, MN 55436
P 952.835.9090

Mankato Office

100 Warren Street, Ste 600
Mankato, MN 56001
P 507.625.2727

Scottsdale Office

14500 N Northsight Blvd, Ste 233
Scottsdale, AZ 85260
P 480.864.5579

June 24, 2025

Management, Honorable Mayor and City Council
City of Hopkins, Minnesota

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Hopkins, Minnesota (the City), for the year ended December 31, 2024. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated December 6, 2024. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, and noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit. Also, in accordance with the Uniform Guidance, we examined, on a test basis, evidence about the City's compliance with the types of compliance requirements described in the "U.S. Office of Management and Budget (OMB) Compliance Supplement" applicable to each of its major Federal programs for the purpose of expressing an opinion on the City's compliance with those requirements and for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs. While our audit provides a reasonable basis for our opinion, it does not provide a legal determination on the City's compliance with those requirements.

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. The City changed accounting policies during the year ended December 31, 2024 related to the accounting and financial reporting for compensated absences (GASB 101). We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements are included below:

- Management's estimate of depreciation is based on estimated useful lives of the assets. Depreciation is calculated using the straight-line method.
- Allocations of gross wages and payroll benefits are approved by City Council within the City's budget and are derived from each employee's estimated time to be spent servicing the respective functions of the City. These allocations are also used in allocating accrued compensated absences payable.
- The City's liability for other post-employment benefits was estimated to be zero primarily based on the assumption that employees, whom participate in the health insurance plan, will retire after the age of 65 and not continue to participate in the plan following retirement.
- Management's estimate of its pension liability is based on several factors including, but not limited to, anticipated investment return rate, retirement age for active employees, life expectancy, salary increases and form of annuity payment upon retirement.
- Management's estimate of its lease receivable is based on the present value of future lease payments expected to be received during the lease term.
- Management's estimate of future paid sick time usage is based on historical usage data.

We evaluated the key factors and assumptions used to develop these accounting estimates in determining that it is reasonable in relation to the financial statements taken as a whole. The disclosures in the financial statements are neutral, consistent, and clear. Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.



Management Representations

We have requested certain representations from management that are included in the management representation letter dated June 24, 2025.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to the governmental unit’s financial statements or a determination of the type of auditor’s opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City’s auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the required supplementary information (RSI) (Management’s Discussion and Analysis, the Schedules of Employer’s Share of the Net Pension Liability, the Schedules of Employer’s Contributions, the Schedule of Changes in Net Pension Liability (Asset) and Related Ratios), and the Schedules of Employer’s Contributions, and the Schedule of changes in the City’s OPEB Liability), which is information that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the supplementary information (Combining and Individual Fund Financial Statements and Schedules), which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory section or statistical sections, which accompany the financial statements but are not RSI. We did not audit or perform other procedures on this other information and we do not express an opinion or provide any assurance on them.

Future Accounting Standard Changes

The following Governmental Accounting Standards Board (GASB) Statements have been issued and may have an impact on future City financial statements:

GASB Statement No. 102 – <i>Certain Risk Disclosures</i>	<i>Effective: 12/31/2025</i>
GASB Statement No. 103 – <i>Financial Reporting Model Improvements</i>	<i>Effective: 12/31/2026</i>
GASB Statement No. 104 – <i>Disclosure of Certain Capital Assets</i>	<i>Effective: 12/31/2026</i>

Further information on upcoming [GASB pronouncements](#).



* * * *

Restriction on Use

This purpose of this communication is solely for the information and use of the City Council and management of the City and is not intended to be, and should not be used by anyone other than those specified parties.

Our audit would not necessarily disclose all weaknesses in the system because it was based on selected tests of the accounting records and related data. The comments and recommendations in the report are purely constructive in nature, and should be read in this context.

If you have any questions or wish to discuss any of the items contained in this letter, please feel free to contact us at your convenience. We wish to thank you for the continued opportunity to be of service and for the courtesy and cooperation extended to us by your staff.



Abdo
Minneapolis, Minnesota
June 24, 2025





Other Required Reports

City of Hopkins

Hopkins, Minnesota

For the year ended December 31, 2024



Edina Office

5201 Eden Avenue, Ste 250
Edina, MN 55436
P 952.835.9090

Mankato Office

100 Warren Street, Ste 600
Mankato, MN 56001
P 507.625.2727

Scottsdale Office

14500 N Northsight Blvd, Ste 233
Scottsdale, AZ 85260
P 480.864.5579

City of Hopkins, Minnesota
Other Required Reports
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For the Year Ended December 31, 2024

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**INDEPENDENT AUDITOR’S REPORT
ON MINNESOTA LEGAL COMPLIANCE**

Honorable Mayor and City Council
City of Hopkins, Minnesota

We have audited, in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Hopkins, Minnesota (the City), as of and for the year ended December 31, 2024, and the related notes to the financial statements, and have issued our report thereon dated June 24, 2025.

In connection with our audit, nothing came to our attention that caused us to believe that the City of Hopkins failed to comply with the provisions of the contracting and bidding, deposits and investments, conflicts of interest, public indebtedness, claims and disbursements, miscellaneous provisions, and tax increment financing sections of the *Minnesota Legal Compliance Audit Guide for Cities*, promulgated by the State Auditor pursuant to Minn. Stat. § 6.65, insofar as they relate to accounting matters. However, our audit was not directed primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding the City’s noncompliance with the above referenced provisions, insofar as they relate to accounting matters.

The purpose of this report is solely to describe the scope of our testing of compliance and the results of that testing, and not to provide an opinion on compliance. Accordingly, this communication is not suitable for any other purpose.



Abdo
Minneapolis, Minnesota
June 24, 2025

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Honorable Mayor and City Council
City of Hopkins, Minnesota

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Hopkins, Minnesota (the City), as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated June 24, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Abdo
Minneapolis, Minnesota
June 24, 2025



FEDERAL FINANCIAL AWARD PROGRAMS

CITY OF HOPKINS
HOPKINS, MINNESOTA

FOR THE YEAR ENDED
DECEMBER 31, 2024

**INDEPENDENT AUDITOR’S REPORT ON COMPLIANCE
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER
COMPLIANCE REQUIRED BY *THE UNIFORM GUIDANCE***

Honorable Mayor and City Council
City of Hopkins, Minnesota

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Hopkins, Minnesota (the City) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City’s major federal programs for the year ended December 31, 2024. The City’s major federal programs are identified in the summary of auditor’s results section of the accompanying Schedule of Findings, Responses and Questioned Costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (*Uniform Guidance*). Our responsibilities under those standards and the *Uniform Guidance* are further described in the Auditor’s Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City’s compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to City’s federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, Government Auditing Standards, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.



Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Hopkins, Minnesota (the City), as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated June 24, 2025, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



Abdo
Minneapolis, Minnesota
June 24, 2025



City of Hopkins, Minnesota
 Schedule of Expenditures of Federal Awards
 For the Year Ended December 31, 2024

Funding Source	Administering Department	Federal Domestic Assistance Number	Program Name/Number	Program Expenditures
Department of Homeland Security	Direct	97.083	Staffing for Adequate Fire and Emergency Response (SAFER)	\$ 50,000
U.S. Department of Treasury	Minnesota Department of Revenue	21.027C	COVID-19 Coronavirus State and Local Fiscal Recovery Funds	650,481
Department of Housing and Urban Development	Direct	14.870	Resident Opportunity and Supportive Services	73,459
Housing and Urban Development	Direct	14.850	Public and Indian Housing	297,022
Housing and Urban Development	Direct	14.872	Public Housing Capital Fund	<u>61,554</u>
Total				<u><u>\$ 1,132,516</u></u>

City of Hopkins, Minnesota
Notes to the Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2024

Note 1: Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards presents the activity of all federal awards programs of City of Hopkins, Minnesota (the City). The City's reporting entity is defined in Note 1A to the City's financial statements. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (*Uniform Guidance*). All federal awards received directly from Federal agencies as well as Federal awards passed through other government agencies are included on the schedule.

Note 2: Summary of Significant Accounting Policies for Expenditures

Expenditures reported on this schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following, as applicable, either the cost principles in OMB Circular A-122, Cost Principles for Non-Profit-Organizations, or the cost principles contained in Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Note 3: Pass-through Entity Identifying Numbers

Pass-through entity identifying numbers are presented where available.

Note 4: Subrecipients

No federal expenditures presented in this schedule were provided to subrecipients.

Note 5: Indirect Cost Rate

During the year ended December 31, 2024, the City did not elect to use the 10 percent de Minimis indirect cost rate.

City of Hopkins, Minnesota
 Schedule of Findings, Questioned Costs, and Responses
 For the Year Ended December 31, 2024

Section I - Summary of Auditor's Results

Financial Statements

Type of auditor's report issued	Unmodified
Internal control over financial reporting	
Material weaknesses identified?	No
Significant deficiencies identified not considered to be material weaknesses?	No
Noncompliance material to financial statements noted?	No

Federal Awards

Internal control over major programs	
Material weaknesses identified?	No
Significant deficiencies identified not considered to be material weaknesses?	No
Type of auditor's report issued on compliance for major programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2CFR section 200.516(a)?	No

Identification of Major Programs/Projects

	CFDA No.
Coronavirus State and Local Fiscal Recovery Funds	21.027C
Dollar threshold used to distinguish between Type A and Type B Programs	\$ 750,000
Auditee qualified as low-risk auditee?	No

Section II - Financial Statement Findings

None

Section III - Major Federal Award Findings and Questioned Costs

None

Section IV - Schedule of Prior Year Audit Findings

There were prior year audit findings that are reported on the schedule of prior year audit findings.

Other Issues

None

City of Hopkins, Minnesota
Schedule of Prior Year Audit Findings
For the Year Ended December 31, 2024

<u>Finding</u>	<u>Description</u>
2023-001	Uniform Guidance Policy's
<i>Condition:</i>	During our audit, we discovered the City did not develop written procedures as required by the Uniform Guidance for Cash Management of Federal Funds - §200.302(b)(6).
<i>Criteria:</i>	The City “must” establish and maintain effective internal control over Federal awards that provides reasonable assurance that the City is managing Federal awards in compliance with Federal statutes, regulations, and the terms and conditions of the Federal awards.
<i>Cause:</i>	The City did not have these written policies and procedures in place sufficient to comply with the Uniform Guidance requirements.
<i>Effect:</i>	The City was out of compliance with this requirement.
<i>Recommendation:</i>	The City should implement written policies and procedures to adhere to the above mentioned Uniform Guidance requirements.
<i>Finding Update:</i>	This finding is not reported in the current year due to the adoption of the recommended policy.

**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
JUNE 17, 2025**

CALL TO ORDER

Pursuant to due call and notice thereof a regular meeting of the Hopkins City Council was held on Tuesday, June 17, 2025, 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 Garrido, Goodlund, Hunke and Kuznia attending. Others attending included City Manager Mornson, City Clerk Domeier, Special Projects and Initiatives Manager Imihy, Director of Planning and Development Elverum, City Planner Krzos, Director of Public Works Pavcek, City Engineer Klingbeil and Sustainability Specialist Larson.

ADOPT AGENDA

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

Motion to Adopt the Agenda with Public Comment moved to beginning of Agenda.

Ayes: Garrido, Goodlund, Hanlon, Hunke, Kuznia

Nays: None. Motion carried.

PUBLIC COMMENT

David Day, 330 16th Avenue North, Hopkins, provided comment on Hennepin Railroad Authority property maintenance.

PRESENTATIONS

III.1. Hopkins Raspberry Festival Update; Halverson

Raspberry Festival Co-Executive Directors Halverson and Gleason provided an update on the 2025 Hopkins Raspberry Festival.

III.2. Hopkins Climate Solutions Fund Update; Larson

Sustainability Specialist Larson and Engineering Intern Olson provided an update on the Hopkins Climate Solutions Fund as outlined in the staff memorandum.

CONSENT AGENDA

Motion by Kuznia. **Second** by Goodlund.

Motion to Approve the Consent Agenda.

1. Approval of Minutes of June 3, 2025, Regular Meeting Proceedings; Domeier
2. Approval of Temporary On-Sale Liquor License for JCI Hopkins; Domeier
3. Approval of Temporary On-Sale Liquor License for St. Gabriel the Archangel Church; Domeier
4. Resolution Accepting Bids and Awarding Contract Supervisory Control and Data Acquisition Phase Two Fiber Improvements; Moilanen
5. Second Reading: Ordinance Amending the Development Code for Backyard Cottage Regulations; Krzos

Ayes: Garrido, Goodlund, Hanlon, Hunke, Kuznia

Nays: None. Motion carried.

**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
JUNE 17, 2025**

NEW BUSINESS

VII.1. First Reading: Ordinance Amending the Hopkins City Code Clarifying Certain Regulations Related to Cannabis and Hemp Businesses; Krzos

City Planner Krzos summarized City Council Report 2025-105. The proposed ordinance changes are based on aligning the City Code language with amendments to the Cannabis Act enacted this past legislative session as well as one change amending the date of which the city will determine when a buffer is established.

Motion by Hunke. **Second** by Kuznia.

Motion to Approve for First Reading Ordinance 2025-1228 Amending the Hopkins City Code clarifying cannabis retail regulations.

Ayes: Garrido, Goodlund, Hanlon, Hunke, Kuznia

Nays: None. Motion carried.

ANNOUNCEMENTS

Mayor Hanlon shared the City Council meeting schedule.

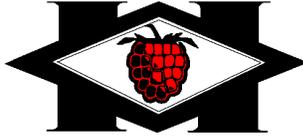
ADJOURNMENT

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

Respectfully Submitted,



Amy Domeier, City Clerk



Administration

CITY OF HOPKINS

City Council Report 2025-115

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

From: Amy Domeier, City Clerk

Date: July 15, 2025

Subject: Approval of Temporary Liquor License for BPOE Lodge 2221 DBA
Hopkins Elks Lodge

RECOMMENDED ACTION

MOTION TO Approve the Issuance of a Temporary On-Sale Liquor License to BPOE Lodge 2221 DBA Hopkins Elks Lodge (Elks) for their Ribfest event scheduled for August 16, 2025.

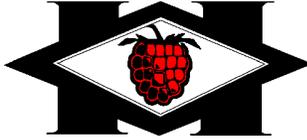
OVERVIEW

The Elks have submitted an application for a temporary on-sale liquor license for their Ribfest event. The liquor service will be 8 a.m. to 1 a.m. Temporary on-sale liquor licenses must be approved by the State of Minnesota, Alcohol & Gambling Enforcement Division.

The applicant meets the requirements set for by State Statute to obtain a temporary liquor license. Staff has reviewed the request to ensure that all requirements and issues concerning liquor compliance and public safety have been met.

SUPPORTING INFORMATION

- The application and certificate of insurance are on file in the City Clerk's office.



CITY OF HOPKINS

Administration

City Council Report 2025-116

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

From: Amy Domeier, City Clerk

Date: July 15, 2025

Subject: Extension of On-Sale Liquor License for LTD Brewing LLC DBA LTD
Brewing Co.

RECOMMENDED ACTION

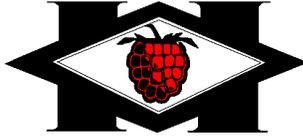
MOTION TO Approve the Extension of On-Sale Liquor License to LTD Brewing LLC DBA LTD Brewing Co. (LTD) for their Oktoberfest event scheduled for September 20, 2025.

OVERVIEW

LTD submitted a request to extend their on-sale liquor license for their Oktoberfest event. The event and liquor sales will be located within their parking lot and extended into 8th Avenue and Lot 600. The liquor service will be Noon to 10 p.m. Staff have reviewed the request to ensure that all requirements and issues concerning liquor compliance and public safety have been met.

SUPPORTING INFORMATION

- The applications and certificate of insurance are on file in the City Clerk's office.



Administration

CITY OF HOPKINS

City Council Report 2025-119

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

From: Laila Imihy, AICP – Special Projects and Initiatives Manager

Date: July 15, 2025

Subject: Approval of MOU with IAFF #1275

RECOMMENDED ACTION

MOTION TO Approve an MOU with IAFF #1275 encompassing changes related to an Annual Hours Schedule change.

OVERVIEW

In Fall 2024, the City of Hopkins [entered into a union contract](#) with the Edina Professional Firefighters International Association of Fire Fighters (IAFF) to represent Hopkins' firefighters. At that time, the City also signed a memorandum of understanding (MOU) which provided the opportunity to modify the contract should the City exercise its management rights to modify the annual hours schedule of the fire service.

As discussed at the [June 3, 2025](#) meeting, to provide continuous, reliable and safe coverage, the Hopkins Fire Department seeks to move firefighters to a 24-hour shift schedule. This will modify the annual hours worked from 2,080 to 2,912.

The attached MOU encompasses needed contractual changes to accommodate this change.

SUPPORTING INFORMATION

- MOU 2912 Transition

Memorandum of Understanding
Between the City of Hopkins and
Edina Professional Firefighters International Association of Fire Fighters (IAFF) Local No.
1275
Transition to 24 Hour Shifts

WHEREAS, City of Hopkins (herein after the “City”) and Edina Professional Firefighters International Association of Fire Fighters (IAFF) Local No. 1275 (herein after the “Union”) are parties to a collective bargaining agreement anticipated to be in effect from October 1st, 2024, through December 31st, 2025; and

WHEREAS, per a Memorandum of Understanding dated October 1st, 2024, the two parties have mutually agreed to meet and confer over the conversion of references to existing leave time to be accrued and used in the collective bargaining agreement, any agreement reached will be reduced to writing and appended to the collective bargaining agreement

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

All benefits currently in effect and not modified by this Agreement or Appendix A shall remain in effect for the term of this Agreement, except as provided herein.

ARTICLE 10 – COMPENSATION AND BENEFITS

10.1 Holidays

The EMPLOYER recognizes the following as holidays:

1. New Year's Day
2. Martin Luther King Day
3. Presidents Day
4. Easter Day
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Veteran's Day
10. Thanksgiving Day
11. Day After Thanksgiving Day
12. Christmas Eve
13. Christmas Day

The EMPLOYER will provide one hundred and forty-five (145) hours of holiday time as the Holiday benefit. EMPLOYEES must use holiday time within the calendar year. Holiday time will not roll over into the following calendar year or be paid out. In the event that an EMPLOYEE leaves prior to the end of the year, a pro-rated amount of holiday leave will be withheld from the EMPLOYEES leave accruals.

2	224	7	268.8	12	291	17	324.8	22	324.8
3	235.2	8	268.8	13	302	18	324.8	23	324.8
4	246.4	9	280	14	313.6	19	324.8	24	324.8
5	257.6	10	280	15	324.8	20	324.8	25	380.8

An EMPLOYEE switching between a 2912 back to a 2080 schedule will have accrued leave converted at a rate divided by 1.4.

This memorandum will remain in effect from July 15th, 2025, through December 31st, 2025.

FOR THE CITY OF HOPKINS

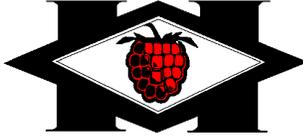
FOR IAFF LOCAL #1275

Patrick Hanlon, Mayor



Travis Jacobs, Union

Mike Mornson, City Manager



CITY OF HOPKINS

Planning & Economic
Development

City Council Report 2025-109

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

From: Revée Needham, Community Development Manager

Date: July 15, 2025

Subject: Livable Communities Grant Agreement for Footprint Development Project

RECOMMENDED ACTION

MOTION TO Approve Livable Communities Grant Agreement with the Metropolitan Council and Authorize Staff to Execute Sub-Grant Agreement with Footprint Development LLC.

OVERVIEW

Pre-Development Grant Program

The Metropolitan Council Pre-development grants are for teams who are defining or redefining a project that will support Livable Communities and Imagine 2050 goals. Eligible costs are for early-stage activities like design workshops, financial studies, project impact analyses, and community engagement. Pre-Development Goals include:

- Add new housing types and create affordable housing. Priority for projects with deep affordability and/or serving populations who have barriers to finding housing
- Create or preserve long-term living wage jobs or support economic opportunity for people experiencing the most economic hardships
- Increase density on the site and make it easier for people to travel between housing, jobs, services, and amenities
- Minimize climate impact by reducing greenhouse gas emissions and conserving natural resources
- Further equity outcomes by fostering regional connections, mitigating climate impacts and implicit bias, removing barriers to access affordable housing, creating living wage jobs, and supporting the creation of small businesses owned and operated by a historically marginalized population

The Metropolitan Council awards grant funds to cities, who then administer the funds to the subrecipient.

City of Hopkins Application

The City applied for a \$300,000 grant to support Footprint's proposed development project on City-owned property at 501 Mainstreet. The Metropolitan Council has approved the application and to accept the award, the City must sign the grant agreement. Eligible uses for the grant funding include: community engagement,

architectural design, soil testing, market study, etc. A complete list of eligible activities for the grant is included in the Agreement.

Supporting the Pre-Development grant program does not commit the City to grant land use approvals nor to sell the property. The City Attorney is drafting a Sub-Grant Agreement to outline the responsibilities of the developer and the City, to align with the Grant Agreement and to be executed simultaneously.

SUPPORTING INFORMATION

- Grant Agreement with the Metropolitan Council

**LIVABLE COMMUNITIES ACT
PRE-DEVELOPMENT GRANT PROGRAM**

GRANTEE: City of Hopkins	GRANT NO. SG-23182
PROJECT: Sustainable Missing Middle	
GRANT AMOUNT: \$300,000.00	CYCLE: 2025-Round 1
COUNCIL ACTION: June 11, 2025	EXPIRATION DATE: June 30, 2027

**METROPOLITAN LIVABLE COMMUNITIES ACT
GRANT AGREEMENT**

THIS GRANT AGREEMENT (“Agreement”) is made and entered into by the Metropolitan Council (“Council”) and the Municipality, County or Development Authority identified above as “Grantee.”

WHEREAS, Minnesota Statutes section 473.251 creates the Metropolitan Livable Communities Fund, the uses of which fund must be consistent with and promote the purposes of the Metropolitan Livable Communities Act (“LCA”) and the policies of the Council’s Metropolitan Development Guide; and

WHEREAS, Minnesota Statutes sections 473.251 and 473.253 establish within the Metropolitan Livable Communities Fund a Livable Communities Demonstration Account and require the Council to use the funds in the account to make grants or loans to municipalities participating in the Local Housing Incentives Program under Minnesota Statutes section 473.254 or to Counties or Development Authorities to fund the initiatives specified in Minnesota Statutes section 473.25(b) in Participating Municipalities; and

WHEREAS, the Grantee is a Municipality participating in the Local Housing Incentives Account program under Minnesota Statutes section 473.254, a County, or a Development Authority; and

WHEREAS, the Council allocated a portion of its Livable Communities Demonstration Account funds to a Livable Communities Act Pre-Development Grant Program to help Municipalities implement community development objectives; and

WHEREAS, the Grantee seeks funding in connection with an application for Livable Communities Act Pre-Development Grant Program funds submitted in response to the Council’s notice of availability of grant funds for the “Funding Cycle” identified above and will use the grant funds made available under this Agreement to help fund the “Pre-Development Project” within the “Project Area” as described in the application; and

LIVABLE COMMUNITIES ACT PRE-DEVELOPMENT GRANT PROGRAM

WHEREAS, the Council awarded Livable Communities Act Pre-Development Grant Program funds to the Grantee with the understanding that the Pre-Development Project described in the application will proceed to completion in a timely manner and all grant funds will be expended prior to the “Expiration Date” identified above.

NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the Grantee and the Council agree as follows:

I. DEFINITIONS

1.01. Definition of Terms. The terms defined in this section have the meanings given them in this section unless otherwise provided or indicated by the context.

- (a) **Council Action.** “Council Action” means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded Livable Communities Act Pre-Development Grant Program funds.
- (b) **County.** “County” means Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington Counties.
- (c) **Development Authority.** “Development Authority” means a statutory or home rule charter city, a housing and redevelopment authority, an economic development authority, or a port authority in the Metropolitan Area.
- (d) **Future Development Project.** “Future Development Project” means the future development project described in the Grantee’s application for Livable Communities Act Pre-Development Grant Program funds that through its design and execution will deliver benefits such as housing, connections, and/or jobs to the region. The Future Development Project for which the grant funds were awarded must be undertaken within the Project Area. The Future Development Project may recognize or acknowledge regional park lands and regional trails that cross through or are located adjacent to the Project Area, but the Pre-Development Project may not include regional park lands.
- (e) **Metropolitan Area.** “Metropolitan Area” means the seven-county metropolitan area as defined by Minnesota Statutes section 473.121, subdivision 2.
- (f) **Municipality.** “Municipality” means a statutory or home rule charter city or town participating in the Local Housing Incentives Account Program under Minnesota Statutes section 473.254.
- (g) **Participating Municipality.** “Participating Municipality” means a statutory or home rule charter city or town which has elected to participate in the Local Housing Incentive Account program and negotiated affordable and life-cycle housing goals for the Municipality pursuant to Minnesota Statutes section 473.254.

LIVABLE COMMUNITIES ACT PRE-DEVELOPMENT GRANT PROGRAM

- (h) **Pre-Development Project.** “Pre-Development Project” means the grant-funded activities for which funding is requested in the Grantee’s application for Livable Communities Act Pre-Development Grant Program funds.
- (i) **Project Area.** “Project Area” means the specific geographic area (or areas) within which the Future Development Project must be undertaken and within which the Pre-Development
- (j) Project will be conducted as described in the Grantee’s application. The Project Area cannot include regional park lands. The Project Area may include regional trails that cross through or are located adjacent to the Project Area, but neither the Future Development Project nor the Pre-Development Project may provide for the alteration or elimination of any regional park lands or trails.

II. GRANT FUNDS

2.01. Source of Funds. The grant funds made available to the Grantee under this Agreement are from the Livable Communities Demonstration Account of the Metropolitan Livable Communities Fund. The grant funds are derived from the property tax authorized by Minnesota Statutes section 473.253, subdivision 1, and are not from State or federal sources.

2.02. Grant Amount. The Council will grant to the Grantee the “Grant Amount” identified at Page 1 of this Agreement. The Council’s obligation to prepay or reimburse the Grantee for eligible grant-funded expenditures shall not exceed the Grant Amount. Notwithstanding any other provision of this Agreement, the Grantee understands and agrees that any reduction or termination of Livable Communities Demonstration Account funds made available to the Council may result in a like reduction in the Grant Amount made available to the Grantee.

2.03. Authorized Use of Grant Funds. The Grant Amount made available to the Grantee under this Agreement shall be used only for the purposes and activities described in the application for Livable Communities Act Pre-Development Grant Program funds. A Pre-Development Project summary (“Project Summary”) that describes eligible uses of the grant funds as approved by the Council is attached to and incorporated into this Agreement as Attachment A. Aerial photography or drawings that identify the specific location(s) within the Pre-Development Project boundaries or the Site(s) for which grant funds must be used is attached to and incorporated into this Agreement as Attachment B. Grant funds must be used to fund the initiatives specified in Minnesota Statutes section 473.25(b), in a Participating Municipality.

2.04. Ineligible Uses. Grant funds must be used for eligible costs directly associated with the Pre-Development Project activities for which the Council awarded grant funds. A detailed list of ineligible and eligible costs is available from the Community Development/Metropolitan Transportation Services Finance and Administration Department. Grant funds also shall not be used by the Grantee or others to supplant or replace: (a) grant or loan funds obtained for the Pre-Development Project from other sources; or (b) Grantee contributions to the Pre-Development Project, including financial assistance or other resources of the Grantee; or (c) funding or budgetary commitments made by the Grantee or others prior to the Council Action, unless specifically authorized in Attachment A. The Council shall bear no responsibility for cost overruns which may be incurred by the Grantee or others in the implementation or performance of the Pre-Development

LIVABLE COMMUNITIES ACT PRE-DEVELOPMENT GRANT PROGRAM

Project activities. The Grantee agrees to comply with any “business subsidy” requirements of Minnesota Statutes sections 116J.993 to 116J.995 that apply to the Grantee’s expenditures or uses of the grant funds.

2.05. Restrictions on Loans. The Grantee shall not use the grant funds to make loans to any subgrantee, subrecipient, or contractor and the Grantee shall not permit any subgrantee, subrecipient, or contractor to use the grant funds for loans to any subrecipient at any tier. The requirements of this Section 2.05 shall be included in all subgrant and subrecipient agreements, and contracts.

2.06. Pre-Development Project Changes. The Grantee must promptly inform the Council in writing of any significant changes to the Pre-Development Project activities described or identified in Attachments A and B. Failure to inform the Council of any significant changes to the Pre-Development Project or significant changes to grant-funded Pre-Development Project activities, and use of grant funds for ineligible or unauthorized purposes, may jeopardize the Grantee’s eligibility for future LCA awards. Grant funds will not be disbursed prior to Council approval of significant changes to the Pre-Development Project or to the grant-funded activities described or identified in Attachments A and B.

2.07. Budget Variance. The Grantee may reallocate up to twenty percent (20%) of the Grant Amount among the grant-funded activities, provided: (a) the grant funds may be used only for Pre-Development Project activities for which the Council awarded the grant funds; (b) the reallocation does not significantly change the Pre-Development Project deliverables; and (c) the Grantee receives written permission from Council staff prior to reallocating any grant funds. Council staff may administratively approve budget reallocation requests that exceed twenty percent (20%) of the Grant Amount only if the reallocation does not significantly change the Pre-Development Project deliverables. Notwithstanding the aggregate or net effect of any variances, the Council’s obligation to provide grant funds under this Agreement shall not exceed the Grant Amount identified at Page 1 of this Agreement.

2.08. Loss of Grant Funds. The Grantee agrees to remit to the Council in a prompt manner: any unspent grant funds, including any grant funds that are not expended prior to the Expiration Date identified at Page 1 of this Agreement; any grant funds that are not used for the authorized purposes; and any interest earnings described in Section 2.11 that are not used for the purposes of implementing the grant-funded Pre-Development Project activities described or identified in Attachments A and B. For the purposes of this Agreement, grant funds are “expended” prior to the Expiration Date if the Grantee pays or is obligated to pay for expenses of eligible grant-funded Pre-Development Project activities that occurred prior to the Expiration Date and the eligible expenses were incurred prior to the Expiration Date. Unspent or unused grant funds and other funds remitted to the Council shall revert to the Council’s Livable Communities Demonstration Account for distribution through application processes in future Funding Cycles or as otherwise permitted by law.

2.09. Payment Requests and Disbursements. Except for prepaid grant funds disbursed under Section 2.10, the Council will disburse grant funds in response to payment requests submitted by the Grantee through the Council’s online grants management system and reviewed and approved by the Council’s authorized agent. The Council will make the final determination whether the expenditures

LIVABLE COMMUNITIES ACT PRE-DEVELOPMENT GRANT PROGRAM

are eligible for reimbursement under this Agreement and verify the total amount requested from the Council. Reimbursement of any cost does not constitute a waiver by the Council of any Grantee noncompliance with this Agreement.

The Council shall disburse grant funds for all grant-eligible expenditures within thirty-five (35) days of the receipt of satisfactory documentation from the Grantee. **NOTWITHSTANDING THE PROVISIONS OF SECTIONS 2.09 AND 2.10, THE COUNCIL WILL NOT DISBURSE ANY GRANT FUNDS TO THE GRANTEE UNLESS THE GOVERNING BODY OF THE GRANTEE (OR THE PARTICIPATING MUNICIPALITY WITHIN WHICH THE PRE-DEVELOPMENT PROJECT IS LOCATED) HAS ADOPTED A FAIR HOUSING POLICY AS REQUIRED BY SECTION 5.12.**

The Council will reimburse up to 90 percent of the awarded grant funds. The remaining 10 percent may be withheld before a final payment is issued until the Grantee: (a) completes the Project or grant deliverables identified in the project summary; and (b) submits a final request for payment and the Final Report as required under Section 3.03. If the required deliverables are not submitted within the term and closeout period specified in Section 4.01, the Council shall have no obligation to disburse the remaining 10 percent. In such cases, the remaining funds shall revert to the Council's Livable Communities Demonstration Account for redistribution through future funding cycles or as otherwise permitted by law.

2.10. Prepayment of Grant Funds. If requested by the Grantee, the Council will disburse to the Grantee a prepayment of up to \$50,000 or 50 percent of the Grant Amount, whichever amount is less. The Council will make this prepayment within 35 days after the Grantee submits to the Council both a copy of an executed subrecipient agreement or contract between the Grantee and its subrecipient(s) or contractor(s)/consultant(s), and an invoice for prepayment. Each subrecipient agreement or contract must clearly identify: the name of the subrecipient, contractor, or consultant; the date the subrecipient agreement or contract was executed; the grant-eligible activity or activities for which the grant funds will be used; the cost per hour or cost per unit; the quantity of service or goods; the total cost of the service or deliverables; and the type of service rendered or deliverables provided. The Council will disburse the balance of the Grant Amount on a reimbursement or cost-incurred basis under Section 2.09. As part of the Final Report required under Section 3.03, the Grantee will submit documentation showing: the service or deliverables paid for with prepaid grant funds were completed or provided; the actual cost of those service or deliverables; and how any interest income from prepaid grant funds was used.

2.11. Interest Earnings. If the Grantee earns any interest or other income from the grant funds received from the Council under this Agreement, the Grantee will use the interest earnings or income only for the purposes of implementing the Pre-Development Project activities described or identified in Attachments A and B.

LIVABLE COMMUNITIES ACT PRE-DEVELOPMENT GRANT PROGRAM

III. ACCOUNTING, AUDIT AND REPORT REQUIREMENTS

3.01. Accounting and Records. The Grantee agrees to establish and maintain accurate and complete accounts and records relating to the receipt and expenditure of all grant funds received from the Council. Notwithstanding the expiration and termination provisions of Sections 4.01 and 4.02, such accounts and records shall be kept and maintained by the Grantee for a period of six (6) years following the completion of the Pre-Development Project activities described or identified in Attachments A and B or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Accounting methods shall be in accordance with generally accepted accounting principles.

3.02. Audits. The above accounts and records of the Grantee shall be audited in the same manner as all other accounts and records of the Grantee are audited and may be audited or inspected on the Grantee's premises or otherwise by individuals or organizations designated and authorized by the Council at any time, following reasonable notification to the Grantee, for a period of six (6) years following the completion of the Pre-Development Project activities or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Pursuant to Minnesota Statutes section 16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the Grantee that are relevant to this Agreement are subject to examination by the Council and either the Legislative Auditor or the State Auditor, as appropriate, for a minimum of six (6) years.

3.03. Report Requirements. The Grantee will report to the Council on a semi-annual basis by January 31 (for the period July 1 through December 31) and July 31 (for the period January 1 through June 30) of each calendar year during the term of this Agreement. The Grantee reports shall describe the status of the Pre-Development Project activities described or identified in Attachments A and B. The reports shall also describe the project spending for the current reporting period and projected spending for future reporting periods. The Grantee must complete and submit to the Council a Final Report before the final disbursement of grant funds will be approved. The form and content of the Final Report will be determined by the Council. These reporting requirements shall survive the expiration or termination of this Agreement.

IV. AGREEMENT TERM

4.01. Term and Closeout. This Agreement is effective (the "Effective Date") upon execution of this Agreement by the Council. Unless terminated pursuant to Section 4.02, this Agreement expires on the "Expiration Date" identified at Page 1 of this Agreement. Failure of the Grantee to timely execute this Agreement does not extend the Expiration Date. The Grantee has 120 calendar days after the Expiration Date to provide documentation and information necessary to closeout this Agreement and receive disbursements for eligible grant-funded Pre-Development Project activities as prescribed in Section 2.03. If the Grantee fails to provide necessary documentation and information during this 120-day closeout period, the Grantee shall not be eligible to receive any unpaid grant funds and the Council will not disburse any unpaid grant funds to the Grantee. This 120-day closeout period does not extend any Grantee reporting deadlines established in this Agreement or authorize the Grantee to expend or commit any grant funds after the Expiration Date. **ALL GRANT FUNDS NOT EXPENDED BY THE GRANTEE PRIOR TO THE EXPIRATION DATE AND REQUESTED**

**LIVABLE COMMUNITIES ACT
PRE-DEVELOPMENT GRANT PROGRAM**

FOR REIMBURSEMENT PRIOR TO THE END OF THE CLOSEOUT PERIOD SHALL REVERT TO THE COUNCIL

4.02. Termination. This Agreement may be terminated by the Council for cause at any time upon fourteen (14) calendar days' written notice to the Grantee. Cause shall mean a material breach of this Agreement and any amendments of this Agreement. If this Agreement is terminated prior to the Expiration Date, the Grantee shall receive payment on a pro rata basis for eligible Pre-Development Project activities described or identified in Attachments A and B that have been completed prior to the termination. Termination of this Agreement does not alter the Council's authority to recover grant funds on the basis of a later audit or other review and does not alter the Grantee's obligation to return any grant funds due to the Council as a result of later audits or corrections. If the Council determines the Grantee has failed to comply with the terms and conditions of this Agreement and the applicable provisions of the Metropolitan Livable Communities Act, the Council may take any action to protect the Council's interests and may refuse to disburse additional grant funds and may require the Grantee to return all or part of the grant funds already disbursed.

4.03. Amendments and Extension. The Council and the Grantee may amend this Agreement by mutual agreement. Amendments or an extension of this Agreement shall be effective only on the execution of written amendments signed by authorized representatives of the Council and the Grantee. If the Grantee needs a change to the Future Development Project, additional time within which to complete the grant-funded activities, a change in the budget, or a change in grant-funded activities the Grantee must submit to the Council **AT LEAST NINETY (90) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE**, a complete, written amendment request. All requirements must be met for a request to be considered complete. **THE EXPIRATION DATE MAY BE EXTENDED, BUT THE PERIOD OF ANY EXTENSION(S) SHALL NOT EXCEED ONE (1) YEAR BEYOND THE ORIGINAL EXPIRATION DATE IDENTIFIED AT PAGE 1 OF THIS AGREEMENT.**

V. GENERAL PROVISIONS

5.01. Equal Opportunity. The Grantee agrees it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, gender identity, marital status, status with regard to public assistance, familial status, membership or activity in a local civil rights commission, disability, sexual orientation, or age and will take affirmative action to insure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.

5.02. Conflict of Interest. The members, officers, and employees of the Grantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

5.03. Liability. Subject to the limitations provided in Minnesota Statutes chapter 466, to the fullest extent permitted by law, the Grantee shall defend, indemnify, and hold harmless the Council and its members, employees, and agents from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the conduct or implementation of the Pre-Development Project activities funded by this grant, except to the extent the claims, damages, losses, and expenses arise from the Council's own negligence. Claims included in this indemnification include, without limitation, any claims asserted pursuant to the Minnesota

LIVABLE COMMUNITIES ACT PRE-DEVELOPMENT GRANT PROGRAM

Environmental Response and Liability Act (MERLA), Minnesota Statutes chapter 115B, the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended, United States Code, title 42, sections 9601 *et seq.*, and the federal Resource Conservation and Recovery Act of 1976 (RCRA) as amended, United States Code, title 42, sections 6901 *et seq.* This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which otherwise would exist between the Council and the Grantee. The provisions of this section shall survive the expiration or termination of this Agreement. This indemnification shall not be construed as a waiver on the part of either the Grantee or the Council of any immunities or limits on liability provided by Minnesota Statutes chapter 466, or other applicable state or federal law.

5.04. Acknowledgments and Signage. The Grantee will acknowledge the financial assistance provided by the Council in promotional materials, press releases, reports and publications relating to the Pre-Development Project and the Future Development Project. The acknowledgment will contain the following or similar language:

*Funding support for this project was provided by the Metropolitan
Council Metropolitan Livable Communities Fund.*

Until the Future Development Project is completed, the Grantee shall ensure the above acknowledgment language, or alternative language approved by the Council’s authorized agent, is included on all signs (if any) located at the Future Development Project or construction sites that identify project funding partners or entities providing financial assistance for the Future Development Project. The acknowledgment and signage should refer to the “Metropolitan Council” (not “Met Council” or “Metro Council”).

5.05. Permits, Bonds and Approvals. The Council assumes no responsibility for obtaining any applicable local, state, or federal licenses, permits, bonds, authorizations, or approvals necessary to perform or complete any Pre-Development Project activities described or identified in Attachments A and B.

5.06. Subgrantees, Contractors and Subcontractors. The Grantee shall include in any subgrant, contract or subcontract for Pre-Development Project activities appropriate provisions to ensure subgrantee, contractor, and subcontractor compliance with all applicable state and federal laws and this Agreement. Along with such provisions, the Grantee shall require that contractors and subcontractors performing work covered by this grant comply with all applicable state and federal Occupational Safety and Health Act regulations.

5.07. Stormwater Discharge and Water Management Plan Requirements. To the extent appropriate, the Pre-Development Project should include consideration of stormwater discharge and water management plan requirements in federal and state laws, the Council’s *2050 Water Resources Policy Plan*, and the local water management plan(s) for the jurisdiction(s) within which the Project Area is located.

LIVABLE COMMUNITIES ACT PRE-DEVELOPMENT GRANT PROGRAM

5.08. Authorized Agent. Payment requests, written progress reports, and correspondence submitted to the Council pursuant to this Agreement shall be directed to the Authorized Agent named below or their successor through the Council’s online grants administration portal or to the below contact information:

Attn: Kelly Nezworski
Metropolitan Council
CD & MTS Finance and Administration
390 Robert Street North
Saint Paul, Minnesota 55101-1805
kelly.nezworski@metc.state.mn.us

5.09. Non-Assignment. Minnesota Statutes section 473.253, subdivision 2, requires the Council to distribute grant funds to eligible “municipalities,” metropolitan-area counties, or “development authorities” for projects in municipalities participating in the Local Housing Incentives Account program. Accordingly, this Agreement is not assignable and shall not be assigned by the Grantee.

5.10. Authorization to Reproduce Images. The Grantee certifies that the Grantee: (a) is the owner of any renderings, images, perspectives, sections, diagrams, photographs or other copyrightable materials (collectively, “copyrightable materials”) that are in the Grantee’s application or are submitted to the Council as part of the grant application review process or after grant award, or that the Grantee is fully authorized to grant permissions regarding the copyrightable materials; and (b) the copyrightable materials do not infringe upon the copyrights of others. The Grantee agrees the Council has a nonexclusive royalty-free license and all necessary permissions to reproduce and publish the copyrightable materials for noncommercial purposes, including but not limited to press releases, presentations, reports, and on the internet. The Grantee also agrees the Grantee will not hold the Council responsible for the unauthorized use of the copyrightable materials by third parties.

5.11. Warranty of Legal Capacity. The individuals signing this Agreement on behalf of the Grantee and on behalf of the Council represent and warrant on the Grantee’s and the Council’s behalf respectively that the individuals are duly authorized to execute this Agreement on the Grantee’s and the Council’s behalf respectively and that this Agreement constitutes the Grantee’s and the Council’s valid, binding, and enforceable agreements.

5.12. Fair Housing Policy. If the Pre-Development Project will include a housing component, the governing body of the Grantee (or the Participating Municipality within which the Pre-Development Project is located) must have adopted a Fair Housing Policy. For the purposes of this section, the term “Fair Housing Policy” means a written statement regarding the Grantee’s commitment to fair housing that substantively includes at least the following elements: a purpose statement; procedures for responding to fair housing concerns and complaints; and a designated individual or staff position responsible for fair housing issues. A best practices guide, as well as a copy of a model local fair housing policy is available at: <https://metro council.org/Handbook/Files/Resources/Best-Practices/Fair-Housing-Policy-Guide.aspx>.

**LIVABLE COMMUNITIES ACT
PRE-DEVELOPMENT GRANT PROGRAM**

5.13. Counterparts. This Agreement may be executed in counterpart, each of which counterpart constitutes an original, but both of which together constitute one instrument.

5.14. Electronic Signatures. The electronic signatures of the Council's and the Grantee's authorized representatives shall be valid as the original signatures of the authorized representatives and shall be effective to bind the Council and the Grantee under this Agreement. This Agreement containing, or to which there is affixed, an electronic signature shall be deemed to (a) be "written" or "in writing"; (b) have been signed; and (c) constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. "Electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (*e.g.*, via PDF) of an original signature. The Council's or the Grantee's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

This space intentionally left blank. Signature page follows.

**LIVABLE COMMUNITIES ACT
PRE-DEVELOPMENT GRANT PROGRAM**

IN WITNESS WHEREOF, the Grantee and the Council have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective on the date of final execution by the Council.

CITY OF HOPKINS

METROPOLITAN COUNCIL

By: _____

By: _____

Title: _____

LisaBeth Barajas, Executive Director
Community Development Division

Date: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Approved as to form:

By: _____

City Attorney's Office

Date: _____

ATTACHMENT A

PRE-DEVELOPMENT PROJECT SUMMARY

This attachment comprises this page and the succeeding page(s) which contain(s) a summary of the Pre-Development Project described in the application for Livable Communities Demonstration Account program grant funds submitted in response to the Council's notice of availability of Livable Communities Act Pre-Development Grant Program funds for the Funding Cycle identified at Page 1 of this Agreement. The summary reflects the Pre-Development Project activities for which the Grantee was awarded grant funds by the Council Action, and may reflect changes in Pre-Development Project funding sources, changes in funding amounts, or minor changes in the proposed Pre-Development Project that occurred subsequent to application submission. The application is incorporated into this Agreement by reference and is made a part of this Agreement as follows. If the application or any provision of the application conflicts with or is inconsistent with the Council Action, other provisions of this Agreement, or the Pre-Development Project Summary contained in this Attachment A, the terms, descriptions, and dollar amounts reflected in the Council Action or contained in this Agreement and the Pre-Development Project Summary shall prevail. For the purposes of resolving conflicts or inconsistencies, the order of precedence is: (1) the Council Action; (2) this Agreement; (3) the Pre-Development Project Summary and Location(s); and (4) the grant application.

Livable Communities Project Summary

Grant # SG-23182
Type: LCA Pre-Development
Applicant: City of Hopkins
Project Name: Sustainable Missing Middle Housing – Hopkins Project
Project Location: 501 Mainstreet
Council District: 8 – Cameron

Project Detail	
Project Overview	38-unit Phius-certified infill multifamily housing development. The project will redevelop a vacant lot in downtown Hopkins into a sustainably built housing project. 10% of the units will be affordable at 60% AMI or below.
Use of Funds	
Award Amount	Uses & Deliverables
\$300,000	Uses Alternative energy systems, passive building design concept planning or landscape planning to conserve natural resources and prioritize native plantings; Community Engagement; Soil testing on project site to determine feasible land uses; Market study; Architectural design; Development of project-specific Stormwater Management Plan.
	Deliverables Design for Phius compliant Mechanical, Plumbing, and Electrical systems; Whole Building Energy Model; Community Engagement and workshops related to alternative transportation methods and project design, Engagement Report; Geotechnical Report; Market Study Housing; Architectural Design Development and Schematic Design; Design of the stormwater retention and grey water reuse system

ATTACHMENT B

PRE-DEVELOPMENT PROJECT LOCATION(S)

This attachment comprises this page and the succeeding page(s) which contain aerial photography or drawings that identify the specific location(s) within the Pre-Development Project boundaries or the Site(s) for which the Grantee must use the grant funds. The attached photography or drawings also may identify the types of eligible activities for which the grant funds must be used at specific locations within the Pre-Development Project boundaries or within the Site(s).



-  TOD Area
-  Project
-  Parcels



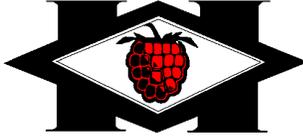
Created: 4/3/2025
Landscape.LCA4



For complete disclaimer of accuracy, please visit
<https://giswebdata.metro.state.mn.us/gisdata/notice.aspx>



NCompass Technologies



CITY OF HOPKINS

Fire Department

City Council Report 2025-112

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

From: Dale Specken, Fire Chief

Date: July 15, 2025

Subject: Approval of Joint Powers Agreement between Minnesota State Fire Marshal Division and City of Hopkins for Hazardous Materials Response Team

RECOMMENDED ACTION

MOTION TO Approve Joint Powers Agreement (JPA) between Minnesota State Fire Marshal Division and City of Hopkins for Hazardous Materials Response Team.

OVERVIEW

Approval of the JPA between the City of Hopkins and the Minnesota State Fire Marshal Division allows the Hopkins Fire Department to continue to serve as a designated Hazardous Materials Response Team (HMRT) under the State's coordinated emergency response program.

This agreement enables Hopkins Fire to respond to hazardous materials incidents beyond city limits as part of a regional and statewide response system. In return, the State provides funding – up to \$115,000 annually – for eligible costs such as training, equipment maintenance, medical exams, and administration. The agreement also outlines reimbursement for actual emergency responses.

Participating in the HMRT program enhances regional readiness, allows for coordinated mutual aid, and ensures Hopkins responders receive ongoing technical training, equipment, and support for hazardous materials emergencies.

SUPPORTING INFORMATION

- Joint Powers Agreement



State of Minnesota Joint Powers Agreement

SWIFT Contract No. 270652

This Agreement is between the **State of Minnesota**, acting through its Commissioner of Public Safety on behalf of the State Fire Marshal division (“SFM” or “State”), and the **City of Hopkins**, acting on behalf of its Fire Department, 101 17th Ave South, Hopkins, Minnesota 55343 (“Governmental Unit”). The State and Governmental Unit may be referred to jointly as “Parties.”

Recitals

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of multiple Hazardous Materials Response Teams located throughout Minnesota to provide local jurisdictions and Incident Command with technical expertise in the following but not limited to: plume modeling; mitigation procedures; hazard identification; and emergency response with technical specialists and equipment to an incident.

Agreement

1. Term of Agreement

1.1 Effective Date: July 1, 2025, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

1.2 Expiration Date: June 30, 2027, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Agreement between the Parties

The Governmental Unit will:

- (a) Respond to hazardous material incidents occurring in the team’s normal geographic response area (*see Appendix C*), and, when requested by the State, the team’s primary response area (*see Appendix A*) and secondary response area (*Appendix B*).
- (b) Respond to any response area in the State of Minnesota when directed to do so by the Commissioner of Public Safety or their designee.
- (c) Coordinate on-scene emergency response operations of the teams with local, state and federal agencies, Indian tribes, and private response organizations through the National Incident Management System.
- (d) Ensure team members are in compliance with the initial, continuing education, and team training requirements; and annually certify such compliance to the Commissioner.
- (e) Designate at least two (2) participants/team representatives to the annual HMRT joint training conducted at the Joint Emergency Response Training Center (JERTC) or other predetermined training location.
- (f) Ensure completion of position task books for all team members on an annual basis, to be reviewed and validated by the State or its designee.
- (g) Participate in an annual skills competency verification performed by the State or its designee.
- (h) Participate in periodic response readiness verification performed by the State or its designee.
- (i) Ensure team members are in compliance with medical requirements and annually certify such compliance to the Commissioner.
- (j) Deploy 4-5 team personnel and accompanying equipment to a hazardous materials incident within fifteen (15) minutes or less, and an additional 4-7 personnel within 25 minutes or less minutes from

the time a decision is made to dispatch the team, on 90 percent of the incidents to which the team is dispatched. For the purposes of this clause, the decision to dispatch the team will be considered made at the time the Governmental Unit's point of contact as identified in Appendix D, which is attached and incorporated into this Agreement, is notified by the State.

- (k) Participate in annual site visits performed by the State or its designee, during which the State or its designee will review team records and assess the condition of emergency response vehicle(s) and equipment loaned to the Governmental Unit by the State.
- (l) Conduct a formal evaluation of the Hazardous Materials Emergency Response to an incident within thirty (30) days after termination of the team's response.
- (m) Submit a detailed report of the team's response to an incident and take appropriate measures to identify to the State the responsible person of each incident, including responsible person's social security number or federal tax identification number.
- (n) Designate one (1) primary and one (1) alternate representative to the State's Hazardous Materials Emergency Response Team Technical Advisory Committee (*Appendix F*); require one or both representatives to attend all meetings convened by the Committee; and empower each representative to make recommendations to the Committee on behalf of the Governmental Unit.
- (o) Designate one (1) primary and one (1) alternate representative (*Appendix F*) and require each representative to train in applying operating guidelines and other administrative procedures established and identified by the State's Hazardous Materials Emergency Response Team Program and require one or both representatives to instruct other Hazmat Team members.
- (p) Maintain and store emergency response vehicle(s) and equipment, whether loaned to the Governmental Unit by the State or owned by the Governmental Unit, in proper working order and ready for response at all times, except as may be necessary for the performance of routine or necessary maintenance, repairs, or replacement. Governmental Unit must immediately notify the State whenever Governmental Unit is not available for emergency response as a result of such circumstances. Governmental unit will ensure all emergency response vehicle(s) and equipment are in operational condition and ready for activation whether owned by the Governmental Unit or given custody by the State. All State funded vehicle(s) and equipment remain the property of the State but shall remain in the custody and control of Governmental Unit. Custody of equipment and vehicle(s) from State to Governmental Unit is mutually beneficial to the State's and Governmental Unit's emergency response mission. State property is to be used primarily for official Governmental Unit business; other use is permitted so long as it does not impact mission or operational readiness. Governmental Unit is solely responsible for properly securing and the care and maintenance of all State equipment including providing insurance coverage as required by the State adequate to cover liability and physical damage. Governmental Unit will notify the State if response vehicle(s) or equipment is not available for emergency response. State owned equipment will be returned to the State once it is no longer being used by the Governmental Unit, or at the expiration of this Agreement.
- (q) Ensure periodic inspection and preventative maintenance is performed on emergency response vehicle(s) that is in accordance with NFPA 1911 or a comparable standard.
- (r) Submit claims for recoverable costs to the Commissioner and take all appropriate measures to identify to the State the responsible person of each incident, including responsible person's social security number or federal tax identification number.
- (s) Maintain the required composition of a Type 2 Hazardous Materials Response Team in accordance with Appendix G, including an emergency response availability of eight (8) members certified and trained to the appropriate minimum level.
- (t) Respond to incidents and assist local authorities at the scene of a hazardous materials incidents by providing reasonable mitigation consistent with the capabilities of a Type 2 HMRT; and recommend to the local incident manager the best means of controlling the hazard after consideration of life safety concerns, environmental effects, exposure hazards, quantity and type of hazardous material, availability of resources, or other relevant factors.

- (u) Assist statewide local authorities by providing telephonic and/or virtual technical advice to on-scene incident commanders, recommending the best means of controlling the hazard to protect life, property, and the environment that are in keeping with locally available levels of hazardous materials training and response capability.

The Governmental Unit shall not subcontract any work, duties or tasks pursuant to this Agreement.

3. Payment

3.1 Consideration. The State will pay for all services performed by the Governmental Unit under this Agreement as follows:

- (a) **Compensation.** The Governmental Unit will be paid by the State for the following costs, up to but not exceeding **One Hundred Fifteen Thousand and 00/100 Dollars (\$115,000.00)** during each twelve-month period, i.e. July 1 through June 30, of the Agreement:
 - 1) Capital equipment – Cost of capital equipment including vehicles.
 - 2) Training – Cost of training team personnel (excluding exercise training).
 - 3) Medical examinations – Cost of annual medical examinations for team personnel.
 - 4) Consumable supplies – Cost of consumable supplies.
 - 5) Administration – Cost of program administration.
 - 6) Maintenance – Cost of equipment maintenance.
- (b) Governmental Unit may deviate from its budget corresponding to the six categories identified in Clause 3, Section 3.1(a), of this Agreement, increasing and decreasing amounts between categories as needed and justified with the exception of Category 5, Administration. Administrative costs shall not exceed 20% of the base allocation amount without prior written approval from the State's Authorized Representative. The total amount payable corresponding to Clause 3, Section 3.1(a), shall not exceed \$115,000.00 during each twelve-month period commencing October 1 and ending September 30 of the following year.
- (c) **Total Obligation.** The total obligation of the State for all compensation to the Governmental Unit corresponding to Clause 3, Section 3.1(a) of this Agreement shall not exceed \$115,000.00 for each twelve-month period commencing July 1 and ending June 30. Funds encumbered for each state fiscal year corresponding to, "Term of Agreement," and which are not paid by the State to the Governmental Unit, will not be carried forward to the subsequent state fiscal year, i.e., cancelled.
- (d) **Emergency Response Reimbursement.** In addition to the Compensation identified in Clause 3, Section 3.1(a) above, the State will reimburse Governmental Unit for reasonable and necessary expenses corresponding to and directly associated with the following costs incurred during an actual emergency response. Reimbursement costs corresponding to this section shall not exceed **Five Thousand and 00/100 Dollars (\$5,000.00)** for any single response unless authorized by the State's Authorized Representative.
 - 1) **Type 2 HMRT Personnel Costs** An hourly rate per person, including wages and fringe benefits, for two (2) hours minimum per person, up to eight (8)-persons [Note: See Clause 2(s) above]. Hourly rates will be determined by and in accordance with the Governmental Unit's collective bargaining agreement(s) corresponding to personnel providing services under this Agreement.
 - 2) **Additional Wage Costs for Local Callback Personnel**
An hourly rate per person, including wages and fringe benefits, for two (2) hours minimum per person, up to eight (8) persons for Type 2 hazmat team. Hourly rates will be determined by and in accordance with the Governmental Unit's collective bargaining agreement(s) corresponding to personnel providing services under this Agreement.
 - 3) **Vehicle Operating Costs**
Up to \$150.00 per hour for operation costs associated with the State supplied Hazardous

Materials Emergency Response vehicle, up to \$100.00 per hour for a hazmat support vehicle; any additional support vehicles will be reimbursed up to \$100.00 per hour (must be approved prior to use by the State's Authorized Representative).

4) Cost of Consumable Supplies Used

Cost for consumable supplies used shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.

5) Costs of Repair or Replacement of Damaged or Destroyed Equipment

Governmental Unit must submit an itemized invoice for actual costs incurred.

6) Communication Costs, including Long Distance and Cellular Telephone Charges

Eligible costs are defined as cellular/mobile and land line telephone costs for voice, data, and facsimile transmissions. Governmental Unit must submit an itemized invoice for actual costs incurred.

7) Administrative Costs Directly Resulting from the Emergency Response

Up to \$500.00 per incident based on actual costs incurred. Governmental Unit may request additional administrative cost reimbursement based on an itemized invoice for actual costs incurred when extraordinary circumstances resulting from a specific State authorized emergency response are documented.

8) Costs Incurred in the Use of Special Equipment

Costs for this item shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.

9) Costs Associated with Providing Support to Cleanup Operations

Costs for this item shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.

10) Costs Associated with Providing Standby Technical Assistance

Costs for this item shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.

11) Other Direct Costs Incurred by the Governmental Unit as a Result of the Emergency Response

Costs for this item shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.

12) Contracting and Bidding Requirements

Pursuant to Minn. Stat. § 471.345, the Governmental Unit must comply with applicable uniform municipal contracting law.

(a) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

(b) The Governmental Unit must not contract with vendors who are suspended or debarred in MN: <https://mn.gov/admin/osp/government/suspended-debarred/>

3.2 Payment.

(a) **Invoices.** The State will promptly pay the Governmental Unit after the Governmental Unit presents an itemized invoice for the services actually performed and the State's Authorized Representative or designee accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

1) Governmental Unit Compensation [Clause 3, Sections 3.1(a) and (b)]. Governmental Unit shall submit a completed Governmental Unit Compensation Packet at least once every three months but not more frequently than once per month for reimbursement of costs identified in Clause 3, Section 3.1(a) and Section 3.1(b) of this Agreement. Governmental Unit shall submit a final invoice, complete with receipts and justifying information, for each twelve-month period of this Agreement no later than October 30 of each year. The State will

process properly completed Reimbursement Packets for compensation within thirty (30) days of receipt.

- 2) **Emergency Response Reimbursement [Clause 3, Section 3.1(d)].** Governmental Unit shall submit a reimbursement claim form identifying reasonable and necessary expenses incurred during an actual emergency response, such claim form to be submitted to State no later than forty-five (45) days after the end of the response. The claim for reimbursement must be made on forms provided by the State and must provide sufficient detail corresponding to each category identified in Clause 3, Section 3.1(d) above. The State will process properly completed claim forms for reimbursement within thirty (30) days of receipt.

4. **Authorized Representatives**

The State's Authorized Representatives include the person below, or his successor, and those designees identified in Appendix E. The State's authorized representatives have the responsibility to monitor the Governmental Unit's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, the State's Authorized Representative or his designee will certify acceptance on each invoice submitted for payment.

Name: Daniel Krier, State Fire Marshal
Address: Department of Public Safety
445 Minnesota Street, Suite 145
Saint Paul, MN 55101
Telephone: 651-201-7201
Email Address: Daniel.krier@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his successor. If the Governmental Unit's Authorized Representative changes at any time during this Agreement, the Governmental Unit must immediately notify the State in writing/email.

Name: Dale Specken, Fire Chief
Address: Hopkins Fire Department
101 17th Avenue South
Hopkins, MN 55343
Telephone: 952-548-6451
Email Address: dspecken@hopkinsmn.com

5. **Assignment, Amendments, Waiver, and Agreement Complete**

- 5.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.
- 5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 5.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 Agreement Complete. This Agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. **Indemnification**

- 6.1 In the performance of this Agreement, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:
- Intentional, willful, or negligent acts or omissions; or

- Actions that give rise to strict liability; or
- Breach of agreement or warranty.

The Indemnifying Party is defined to include the Governmental Unit, the Governmental Unit's reseller, any third party that has a business relationship with the Governmental Unit, or Governmental Unit's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Agreement.

6.2 Nothing within this Agreement, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Agreement, and to all terms subsequently added, without regard to order of precedence.

7. State Audits

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

8. Government Data Practices

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

9. Venue

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

10. Termination

10.1 Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

11. E-Verify Certification (in accordance with Minn. Stat. § 16C.075)

For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

12. Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Indemnification; 7. State Audits; 8. Government Data Practices; and 9. Venue.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

APPROVED:

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: _____

Signature: _____

Title: _____ Date: _____

SWIFT Purchase Order No. _____

3. State: Department of Public Safety; State Fire Marshal

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

2. Governmental Unit: City of Hopkins; Hopkins Fire Department

The Governmental Unit certifies that the appropriate person(s) has(have) executed this Agreement on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions, or ordinances.

Print Name: _____

Signature: _____

Title: _____ Date: _____

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____

APPENDIX A

PRIMARY RESPONSE AREA

The Governmental Unit's primary response area is described as follows:

The entire Minnesota counties of: McLeod, Carver, Stout, and Hennepin south of Interstate 694/94 and excluding the City of Minneapolis.

APPENDIX B

SECONDARY RESPONSE AREA

The Governmental Unit's secondary response area is described as follows:

The entire State of Minnesota.

APPENDIX C

NORMAL GEOGRAPHIC JURISDICTION

The Governmental Unit's normal geographic jurisdiction is described as follows:

The corporate limits of Hopkins, MN.

APPENDIX D

POINT-OF-CONTACT FOR TEAM DISPATCHING

The Governmental Unit's single point-of-contact for purposes of State Hazardous Materials Response Team dispatching is described as follows:

Hennepin County Dispatch Center

24-hour emergency telephone number: 952-258-5823

APPENDIX E

DESIGNEES OF STATE'S AUTHORIZED REPRESENTATIVE

State's Authorized Representative:

Dan Krier, Fire Marshal

Designees of State's Authorized Representative:

John Kreuser, State Emergency Response Teams Coordinator

Jodie Ryan, State Emergency Response Teams Supervisor

Tate Mills, Chief Deputy of Operations

Authority of Designees:

Clause 3, Section 3.1(b)	Authorization to approve increase of Governmental Unit's budgeted administration costs more than 20%
Clause 3, Section 3.1(d)	Authorization to approve "Emergency Response Reimbursement" claims in excess of \$5,000.00
Clause 4	Authorization to certify (approve) acceptance on each invoice submitted by Governmental Unit corresponding Clause 3, Section 3.1(a), Compensation
Clause 4	Authorization to certify (approve) acceptance on each claims form submitted by Governmental Unit corresponding to Clause 3, Section 3.1(d), Emergency Response Reimbursement
Clause 8	Authorization to give instructions to the Governmental Unit concerning release of data

to a requesting third party prior to the data
being released

The undersigned hereby delegates the authorities listed above to those persons identified as
Designees of State's Authorized Representative. These authorities are delegated until
revoked in writing.

By: _____
Date: _____

Dan Krier, Fire Marshal
State Fire Marshal

APPENDIX F

PRIMARY AND ALTERNATE REPRESENTATIVES TO THE HAZARDOUS MATERIALS EMERGENCY RESPONSE TEAM

The Governmental Unit's primary and alternate representatives to the Hazardous Materials Regional Response Team are as follows:

Primary Representative:

Dale Specken

952-548-6451

dspecken@hopkinsmn.com

Alternate Representative:

Garret Grniet

952-548-6454

ggrniet@hopkinsmn.com

APPENDIX G

STATE FIRE MARSHAL

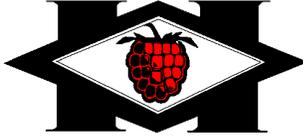
HAZARDOUS MATERIALS EMERGENCY RESPONSE TEAM TYPING MATRIX

COMPONENT	TYPE 2	NOTES
MINIMUM PERSONNEL PER TEAM	8	Not Specified
MANAGEMENT AND OVERSIGHT PERSONNEL PER TEAM	1 - National Incident Management System (NIMS) Hazardous Materials Technician	This NIMS Hazardous Materials Technician functions as team leader.
SUPPORT PERSONNEL PER TEAM	7 - NIMS Hazardous Materials Technician	Team members function in the following roles, as necessary: 1. Hazardous Materials Technician 2. Assistant Safety Officer - Hazardous Materials 3. Hazardous Materials Technical Reference Specialist
CAPABILITY PER TEAM	Unknown and known chemicals	A "known chemicals" Type 3 team, for example, would be similar to a facility response team.
FIELD PRESUMPTIVE TESTING AND PUBLIC SAFETY SCREENING CAPABILITIES PER TEAM	Capable of presumptive testing, identification, and classification of known and unknown substances using a variety of advanced chemical and radiological detection devices	Tools include printed and electronic reference resources, safety data sheets, field testing kits, specific chemical testing kits, chemical testing strips, data derived from detection devices, and air monitoring instruments.
ATMOSPHERIC AIR MONITORING CAPABILITIES PER TEAM	Ability to use advanced detection equipment to detect the presence of known or unknown gases or vapors; advanced detection and monitoring may incorporate sophisticated instruments that can differentiate between two or more hazardous vapors and that may identify by name a specific hazardous or toxic vapor	Not Specified
SAMPLING CAPABILITIES PER TEAM	1. Ability to sample, collect, containerize, label, and prepare to transport unknown toxic industrial chemicals or toxic industrial materials—both liquid and solid—in accordance with standard collection and chain of custody protocols 2. Ability to collect, handle, and track samples to be used as evidence	Not Specified

COMPONENT	TYPE 2	NOTES
<p>SUBSTANCE DETECTION AND MONITORING EQUIPMENT PER TEAM</p>	<ol style="list-style-type: none"> 1. Basic testing equipment and supplies, such as chemical testing kits and testing strips 2. Direct-reading instruments, such as multi-gas meters to include O2, LEL, H2S, and CO sensing capabilities, at minimum 3. Photoionization detector (PID), with parts-per-million (ppm) sensitivity, at minimum 4. Radiological detection instruments, such as beta and gamma radiation detection and survey monitors 5. Printed and electronic reference resources 6. Safety data sheets 7. Personal dosimeter (for each team member) 8. Intermediates testing equipment, such as Fourier transform infrared (FTIR) spectroscopy or Raman spectroscopy devices 9. Intermediate volatile organic compound (VOC) instrument, with parts-per-billion (ppb) sensitivity, at minimum 10. Intermediate radiological detection instruments, such as alpha radiation detection monitors with survey capabilities 	<p>Not Specified</p>
<p>RADIATION DETECTION AND MONITORING CAPABILITIES PER TEAM</p>	<ol style="list-style-type: none"> 1. Ability to accurately interpret readings from beta and gamma radiation detection devices 2. Ability to conduct a geographical survey search for suspected radiological sources or contamination spread 3. Ability to detect and survey for alpha, beta, and gamma radiation 	<p>Not Specified</p>

COMPONENT	TYPE 2	NOTES
PERSONAL PROTECTIVE EQUIPMENT (PPE) PER TEAM MEMBER	<ol style="list-style-type: none"> Complete CPC ensembles, including: <ol style="list-style-type: none"> Suit (encapsulating or non-encapsulating jumpsuit, multipiece; specifications depend on level of protection required) Boots Gloves Liquid splash protection Self-contained breathing apparatus (SCBA) or other respiratory protection, as appropriate Vapor-protective chemical protective clothing (CPC) WMD-compliant CPC 	<ol style="list-style-type: none"> Liquid splash protection must comply with NFPA 1992 standards. Vapor-protective CPC and flash-fire vapor-protective CPC must comply with NFPA 1991. Protective ensembles for first responders to WMD terrorism incidents must comply with NFPA 1994. Respiratory protection, including SCBA or air purifying respirator (APR), complies with Occupational Safety and Health Administration (OSHA) 29 Code of Federal Regulations (CFR) Part 1910.120: Hazardous Waste Operations and Emergency Response, and Part 1910.134: Respiratory Protection.
TECHNICAL REFERENCE CAPABILITIES PER TEAM	<ol style="list-style-type: none"> Ability to access and use various databases, chemical substance data repositories, other guidelines and safety data sheets (print or electronic), standalone computer programs, and data available via telecommunications Ability to interpret data collected from electronic devices and chemical testing procedures and select a response option Access to technical references or outsourced reach-back capabilities and at least one source of air modeling with map overlay capabilities 	Not Specified
INCIDENT INTERVENTION CAPABILITIES PER TEAM	<ol style="list-style-type: none"> Ability to use a mechanical means of intervention and product control, such as plugging, patching, off-loading, and tank stabilization, along with environmental means such as adsorption, absorption, dams, dikes, and booms Access to an assortment of hand tools Ability to use a chemical means such as neutralization and encapsulation of known and unknown chemicals, along with mechanical means (pneumatic and standard patching systems)—including specially designed kits for controlling leaks in large atmospheric or pressurized containers 	Hand tools may include hammers, wrenches, pliers, screwdrivers, bung wrenches, shovels, wrecking bars, drum upenders, chisels, punches, and so on.
COMMUNICATIONS EQUIPMENT PER TEAM	<ol style="list-style-type: none"> 8 handheld two-way portable radios 2 smartphones Color printer Wireless data communications with stand-off 2 laptop computers Long-range optics Portable weather station 	Personnel using CPC must be able to communicate appropriately and safely with each other.
DECONTAMINATION CAPABILITIES PER TEAM	Ability to support all team decontamination needs	Local first responder operations (FRO) personnel augment this team's decontamination capabilities, if necessary.
COMPONENT	TYPE 2	NOTES

DECONTAMINATION SUPPLIES PER TEAM	Range of supplies and equipment for conducting decontamination, commensurate with the mission assignment	Not Specified
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CITY OF HOPKINS

City Council Report 2025-123

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

From: Kersten Elverum, Director of Planning & Development

Date: July 15, 2025

Subject: Purchase and Development Agreements with Footprint Development –
501/525 Mainstreet; 15 6th Ave North

RECOMMENDED ACTION

MOTION TO approve Purchase and Development Agreements for 501 Mainstreet and 15 6th Avenue North and 525 Mainstreet between the Hopkins Housing and Redevelopment Authority, the City of Hopkins and Footprint Development , LLC.

OVERVIEW

Based on developer interest and a desire to put HRA-owned land into productive use, the City of Hopkins issued a Request for Proposals (RFP) in October 2024 for four development sites: 102 10th Avenue North (Lot 800) and 501 Mainstreet, 525 Mainstreet and 15 6th Avenue North. Proposals were accepted through December 20, 2024. One proposal was received from Footprint Development for the Mainstreet and 15 6th Avenue North properties.

The proposal was reviewed by the City Council in a closed-door meeting on January 14, 2025. Based on City feedback, the developer adjusted the site plan to add additional parking, and the proposal was discussed at the February 4, 2025, closed-door City Council meeting. The proposal is for two phases; the first phase (501 Mainstreet and 15 6th Avenue North) would have approximately 38 housing units and 27 parking stalls. It would be built to Passive House Institute of the U.S. standards, meet the City's Inclusionary Housing Policy and be designed to attract residents that want a car-light lifestyle. The second phase (525 Mainstreet) would follow approximately one year after the first phase. The second phase is planned for at least 30 housing units.

The City Council entered into a Preliminary Development Agreement (PDA). The PDA provided the opportunity for the public to weigh in on the development proposal before entering into a purchase agreement. The terms of the PDA included:

- Granted exclusive rights to the Developer now and for 16-24 months following the execution of a Purchase Agreement
- Outlined a development review process that includes a concept review at the Hopkins Planning & Zoning Commission
- Establishes a process to establish sale price

- Commits the City/HRA to update Phase I & II Environmental Site Assessments and remediation cost estimates

The developer applied for and completed a Concept Review of the development plans. This included a neighborhood meeting and presentations to both the Planning & Zoning Commission and City Council. Generally, the project has had a favorable response from the community with the major concern being parking.

The project proforma was reviewed by the City's financial advisor, Stacie Kvilvang, Ehlers. Given the constraints of the sites, the current market conditions and the higher cost of construction to meet sustainability goals, the developer is not able to pay full market value for the land. See attached memo from Ehlers for more detail. The benefits of future tax base creation and the demonstration of sustainable development practices offset the reduced land price.

Finally, the City of Hopkins applied to the MN Brownfields program and completed a Phase I and II environmental site assessments. Given the history of 501 and 525 Mainstreet sites being gas stations in the past may mean that demolition debris or contaminated soil may be a condition that will need remediation.

The following are the key terms of the Purchase Agreements:

- Agree to construct the minimum improvements which consist of construction of at least 30 Phius Design Certified housing units and 27 parking stalls in phase I; and a minimum of 30 housing units in phase II, developed on the Property at the developer's sole expense
- Purchase price is \$1 plus reimbursement for any environmental and remediation costs the City incurs
- Conveyance conditioned upon City approval of construction plans, no uncured Events of Default, execution of all Exhibits to the Agreements and holding a public hearing and finding of concurrence with the City's Comprehensive Plan
- Agree to pay City's cost for legal and professional services associated with these Agreements and establish an escrow account of \$5000 with the City
- Outlines the events of default on the Agreements, including failure to commence or complete construction, and the remedies including termination of the Agreements.

In order to construct the minimum improvements, the developer will need to secure separate land use approvals through the City's site plan review process.

SUPPORTING INFORMATION

- Purchase and Development Agreement for 501 Mainstreet & 15 6th Avenue North
- Purchase and Development Agreement for 525 Mainstreet
- Memo from Ehlers

**PURCHASE AND DEVELOPMENT AGREEMENT BY AND AMONG
THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR
THE
CITY OF HOPKINS, THE CITY OF HOPKINS, MINNESOTA AND
FOOTPRINT DEVELOPMENT LLC**

(501 MAINSTREET AND 15 6TH AVENUE NORTH)

THIS PURCHASE AND DEVELOPMENT AGREEMENT (the "Agreement") is made this ____ day of July, 2025, by and among the Housing and Redevelopment Authority in and for the City of Hopkins, a Minnesota public body corporate and politic and the City of Hopkins, Minnesota, a Minnesota municipal corporation (collectively, the "City"), and Footprint Development LLC, a Minnesota limited liability company or its affiliated successors and assigns as permitted in this Agreement (the "Developer").

RECITALS

- A. The City is the fee owner of certain real estate located at 15 6th Avenue North (15 6th Parcel") and 501 Mainstreet ("501 Parcel") in the city of Hopkins, Hennepin County, Minnesota, which is legally described in Exhibit A, attached hereto (the "Property").
- B. The City has selected Developer as the preferred private developer for the development of the Property and for a parcel located at 525 Mainstreet (the "525 Mainstreet Parcel") (the "Development Project"). Attached hereto as Exhibit B is Developer's concept site plan for the Development Project (the "Concept Plan"), which was presented by Developer for preliminary review by the City Planning and Zoning Commission and City Council consistent with the City's Development Review Process.
- C. The 15 6th Parcel, 501 Parcel and 525 Parcel shall be collectively referred to as the "Development Site" which is to be developed consistent with the Concept Plan.
- D. The parties negotiated this Agreement pursuant to which City, as seller, and Developer, as purchaser, will sell and purchase respectively the Property (for Developer's development and construction of the Minimum Improvements (as defined in Section 3.05 below) (independently referenced to as ("501 Project"))).
- E. The parties will contemporaneously execute a Purchase and Development Agreement for Developer's purchase of the 525 Parcel.
- F. The parties desire to enter into this Agreement to outline the parties' respective expectations, rights, and obligations regarding the Developer's construction of the Minimum Improvements on the Property.
- G. The sale of the Property in accordance with the terms of this Agreement based on the Developer's express agreement to carry out the terms of this Agreement.

Agreement

In consideration of each party's promises as set forth in this Agreement, it is mutually agreed as follows:

ARTICLE ONE

REPRESENTATIONS AND WARRANTIES

1.01. City's Representations and Warranties. The City makes the following representations as the basis for the undertakings on its part contained herein:

- A. The City includes the City of Hopkins, Minnesota, a municipal corporation under the laws of Minnesota, and the Housing and Redevelopment Authority in and for the City of Hopkins, a Minnesota public body corporate and politic (the "HRA").
- B. The City is the fee owner of the Property.
- C. The City has the right, power and authority to execute, deliver and perform its obligations under this Agreement.

1.02. Developer's Representations and Warranties. The Developer makes the following representations as the basis for the undertakings on its part contained herein:

- A. The Developer is a domestic limited liability company formed under the laws of the state of Minnesota.
- B. The Developer has the right, power and authority to execute, deliver and perform its obligations under this Agreement. The Developer assures the City that the individual who executes this Agreement on behalf of the Developer is duly authorized to sign on behalf of the Developer and to bind the Developer thereto.
- C. The Developer is not in default under any lease, contract, or agreement to which it is a party or by which it is bound, which would materially adversely affect its performance under this Agreement.
- D. The Developer has complied with and will continue to comply with all applicable federal, state and local statutes, laws, ordinances and regulations including, without limitation, any permits, licenses and applicable zoning, environmental, or other laws, ordinances, or regulations affecting the Property. The Developer has not received notice of any pending or threatened claim of any such violation. Without limitation of the foregoing, the Developer expressly acknowledges and agrees that it shall comply with all applicable City subdivision, zoning, and other related municipal code regulations.
- E. There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending or threatened against or affecting the Developer. The Developer is not in default with respect to any order, writ, injunction or decree of

any federal, state, local or foreign court, department, agency or instrumentality.

- F. None of the representations and warranties made by the Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by the Developer or on its behalf contains or will contain any untrue statement of material fact or omits any material fact, the omission of which would be materially misleading.
- G. Before closing, Developer will have sufficient funds or will obtain a commitment for financing in an amount adequate to finance construction of the Development Project and other work that may be undertaken by the Developer in conjunction with said improvements.

1.03. Incorporation of Recitals and Exhibits. The Recitals set forth in the preamble to this Agreement and the Exhibits attached to this Agreement are incorporated into this Agreement as if fully set forth herein.

ARTICLE TWO

CONSTRUCTION OF IMPROVEMENTS

2.01. Public Improvements. The Developer shall not be responsible for any public improvements (the “Public Improvements”) associated with the Property, unless any work they undertake requires modifications to improvements already in place.

- A. Stormwater Management Facilities. The Developer shall be responsible for one hundred percent (100%) of the cost to install and provide private stormwater management facilities (the “Facilities”) on the Property . The Developer shall be responsible for the connection of its Facilities into the public storm sewer and/or the regional system at the location(s) and in such a manner as approved by the City Engineer. Developer shall be responsible for the costs of any temporary connections to the public storm sewer.
- B. Property Monumentation. The City agrees to verify that the statutorily required property monumentation has been installed by or under the direction of a registered land surveyor, and if any has not been installed, shall be responsible for its completion prior to the sale of the Property.

2.02. Developer’s Improvements. The Developer agrees that it will construct the Minimum Improvements on the Property, as defined in Section 3.05, and all elements associated therewith on the Property in accordance with all plans and specifications submitted by Developer and approved by the City that are required for Developer’s construction of the Minimum Improvements (the “Construction Plans”). The general site layout and renderings depicting the Development Project are attached to this Agreement as Exhibit B. The Developer acknowledges that, in addition to the requirements of this Agreement, construction of the Minimum Improvements will necessitate compliance with other reviews and approvals by the City and possibly other governmental agencies and, to the extent such approvals have not already been obtained, agrees to submit all applications for and shall use commercially reasonable efforts to pursue to their conclusion all other approvals needed prior to constructing the Minimum Improvements. The

Developer shall not be responsible for any Public Improvements located outside of the Property, other than as provided in 2.02.D. below.

The Developer shall be responsible at the Developer's sole expense for the following:

- A. Minimum Improvements. The Developer shall be responsible for the cost (including permitting and associated fees) to construct the Minimum Improvements, as defined in Section 3.05.
- B. Site Grading. The Developer shall be responsible for the grading of the Property and submittal of a grading plan to the City Engineer for approval. No significant deviations from the approved grading plan, as determined by the City Engineer, shall occur without the approval of the City Engineer. At the completion of final grading, the Developer shall provide as-built drawings of the final grading, if required by applicable City ordinances.
- C. Site Improvements. The Developer shall construct various site work improvements, including, but not limited to, parking lots, sidewalks, lighting, signage, plantings, fencing, and landscaping pursuant to the Construction Plans. All work shall comply with applicable City ordinances and regulations and shall be subject to review and approval by the City, pursuant to such ordinances and regulations.
- D. Utility Services. The Developer shall be responsible for one hundred percent (100%) of the cost (including permitting and road restoration costs) to extend water, sanitary sewer, and storm sewer services from the street to and within the Property as well as abandoning any existing utilities and/or services not needed for the Project as approved by the City Engineer, if necessary.
- E. Sodding and Landscaping. The Developer will be responsible for sodding or seeding the Property and the disturbed right-of-way areas that are not paved and all other disturbed turf areas, as required by applicable City ordinances and regulations.
- F. Storm Water Pollution Prevention Plan (SWPPP). The Developer shall be responsible for erosion and sediment control throughout the work at the Property. Developers plans shall include any requisite SWPPP prepared in accordance with and meeting the requirements of the Minnesota Pollution Control Agency (MPCA) National Pollutant Discharge Elimination System (NPDES) General Stormwater Permit for Construction Activity requirement and the City's Municipal Separate Storm Sewer System (MS4) permit.

The Developer shall address failed erosion control structures or apparent need for additional erosion control measures within twenty-four (24) hours after written notification by the City. If the Developer fails to perform the requested corrections in the period dictated by the City, the Developer hereby grants the City consent to enter onto the Property to perform the corrective work. The Developer will reimburse the City for all erosion control work performed on its behalf. The Developer shall inspect and if necessary clean all catch basins, sumps, and swale areas of erosion/siltation and restore to the original condition at the end of construction within the Property. All silt fence and other erosion control should be removed following the establishment of turf.

- G. Street and Sidewalk Maintenance. The Developer shall be responsible for providing street and sidewalk maintenance as required that is attributable to the construction of the Minimum Improvements, including sweeping of debris and soil, until the development is complete. Warning signs shall be placed when hazards develop in the streets or along the sidewalks.
- H. Damage Responsibilities. The Developer shall be financially responsible for the repair of any damage done to the existing and proposed public streets, utilities, and trails directly related to the construction of the Minimum Improvements, from the time of installation until the development is fully completed and approved by the City.
- I. Property Monumentation. The Developer, and any contractors, subcontractors, consultants, etc. performing work or providing services on behalf of the Developer, shall be responsible for protection of all permanent subdivision monumentation before the City's issuance of the final Certificate of Occupancy. Disturbed or damaged monumentation shall be replaced by a licensed land surveyor at the Developer's expense.
- J. Underground Utilities. In accordance with the Hopkins City Code of Ordinances, all utilities that serve newly developing areas are to be placed underground, unless overhead utilities are required based on a determination by the City Engineer. The Developer acknowledges that it shall be responsible for the relocation of overhead distribution lines serving the Property at the Developer's sole expense.
- K. Other Governmental Jurisdictions. The Developer shall be responsible for securing all necessary approvals and permits from all appropriate federal, state, regional, and local jurisdictions prior to the commencement of site grading or construction, and shall provide copies of all required permits to the City prior to beginning any work covered under the respective permit.

2.03. Security Requirements for Temporary Certificate of Occupancy. Should the Developer request a Temporary Certificate of Occupancy for the 501 Project prior to the completion off all of the Minimum Improvements (including, but not limited to, parking lots, sidewalks, lighting, and landscaping) the Developer will furnish to, and at all times thereafter maintain with the City a cash escrow, certified check, performance bond or irrevocable letter of credit (hereinafter, collectively known as the "Security"), based on one hundred percent (100%) of the total estimated cost of all of the incomplete work. Such Security shall be subject to approval of the City Attorney.

Such Security shall be for the exclusive use and benefit of the City and shall state thereon that the same is issued to guarantee and assure that the Developer completes construction of such incomplete required improvements in accordance with the Construction Plans. Following at least thirty (30) days written notice to Developer, if Developer does not complete the incomplete improvements within said thirty (30) days period, the City reserves the right to draw, in whole or in part, on any portion of the Security for the purpose of guaranteeing completion of any incomplete improvements until all improvements are completed. The Security shall be renewed or replaced by not later than thirty (30) days prior to its expiration with a like Security.

The Developer may request reduction of the Security based on prepayment or the value of the completed improvements at the time of the requested reduction. If requested, the City will perform an evaluation of the work completed without charge to the Developer only once per month based on monthly payments to contractors. If additional evaluations are requested, the Developer will be responsible for the estimated costs incurred by the City for performing the additional evaluations. The amount of reduction will be determined by the City.

ARTICLE THREE

CONVEYANCE PROVISIONS

- 3.01. Purchase Price; Provisions for Payment.** The purchase price to be paid to the City by the Developer in exchange for the conveyance of the Property is One and No/100 Dollar (\$1.00). The purchase price shall be payable by the delivery of cash or other funds of the Developer in the amount of One and No/100 Dollar (\$1.00). In addition to the consideration set forth herein, the Developer shall pay to the City any and all costs associated with the City's environmental and remediation costs associated with the Property and the Development Project.
- 3.02. Conditions of Conveyance.** The City shall convey title to and possession of the Property to the Developer by a quit claim deed substantially in the form of the deed attached hereto as Exhibit C. The City's obligation to convey the Property to the Developer is subject to the satisfaction of the following terms and conditions:
- A. The City having approved the Construction Plans;
 - B. There existing no uncured Events of Default under this Agreement;
 - C. The execution and delivery of copies of all of the Exhibits attached hereto;
 - D. The City having held a public hearing authorizing the conveyance of the Property pursuant to Minnesota Statute; and
 - E. The City through its Planning and Zoning Commission finds the land disposal to be in compliance with the Comprehensive municipal plan pursuant with Minnesota Statutes Section 462.356, subd. 2.

These conditions are solely for the benefit of the City and may be waived by the City. All conditions must be satisfied or waived on or before the Closing, as defined herein. If any such conditions have not been satisfied or waived not less than fifteen (15) days prior to the Closing, then this Agreement may be terminated by either party, by written notice delivered to the other. Waiver of any condition must be in writing and delivered to the non-waiving party.

The closing on conveyance of the Property from the City to the Developer shall occur upon satisfaction of the conditions specified herein, but not later than September 30, 2026, or at such date as the parties hereto may agree in writing (the "Closing"). The Closing

shall occur at City Hall, unless the parties agree, in writing, to an alternative closing location.

The deed required hereunder, and all other documents, shall be in recordable form, and shall be promptly recorded in the proper office for recordation of deeds and other instruments pertaining to the Property. At closing, the Developer shall pay:

- A. The recording costs for the deed (excluding state deed tax) and costs associated with any additional recordable documents;
- B. Title insurance commitment fees and premiums, if any; and
- C. Title company closing fees, if any.

At Closing, the City shall pay the following costs:

- A. State deed tax; and
- B. Costs of recording any instruments used to clear title encumbrances; and
- C. Outstanding taxes and assessments, if any.

3.03. As-is Condition. The Developer acknowledges that the City makes no representations or warranties as to the condition of the soils or other environmental conditions on the Property or its fitness for construction of any improvements thereupon or any other purpose for which the Developer may make use of such property and further acknowledges and agrees that the Property shall be conveyed as is. THE DEVELOPER ACKNOWLEDGES THAT THE DEVELOPER IS PURCHASING THE PROPERTY IN RELIANCE ON THE DEVELOPER' S INSPECTION OF THE PROPERTY PURSUANT TO THIS AGREEMENT AND ON THE DEVELOPER'S JUDGEMENT REGARDING THE SUFFICIENCY OF SUCH INSPECTIONS. THE DEVELOPER IS NOT RELYING ON ANY WRITTEN OR ORAL REPRESENTATION, WARRANTIES, OR STATEMENTS THAT THE CITY OF THE CITY' S AGENTS HAVE MADE. SUBJECT TO THE DEVELOPER'S RIGHT TO TERMINATE THIS AGREEMENT PURSUANT TO THE TERMS HEREIN, THE DEVELOPER IS PURCHASING THE PROPERTY IN "AS IS" CONDITION. The Developer further agrees that, after Closing, it will indemnify, defend, and hold harmless the City, and its governing body members, officers, and employees, from any claims or actions arising out of the presence, if any, of hazardous wastes or pollutants on the Property.

3.04. No Business Subsidy. The City and Developer hereby acknowledge that the assistance being provided by this Agreement, if any, constitute assistance for housing, and therefore do not constitute a business subsidy according to Minnesota Statutes, section 1161.993 , subd. 3, para. (7).

3.05. 501 Project. The 501 Project to be developed at the Property by the Developer shall consist of the construction of at least 30 Phius Design Certified housing units and 27 parking stalls developed on the Property (the "Minimum Improvements"). The general layout plan for the Minimum Improvements is as depicted in Exhibit B of this Agreement. The Construction Plans will be the definitive document regarding the Minimum Improvements construction on

the Property.

3.06. Developer's Conditions.

- A. The City shall convey marketable title to and possession of the Property to the Developer under a quit claim deed, as set forth above. The conveyance of title pursuant to the quit claim deed shall be subject to all of the conditions, covenants, restrictions and limitations imposed by this Agreement.

The Developer shall obtain a commitment for an Owner's Title Insurance Policy issued by Land Title, 2200 County Road C West, Suite 2205, Roseville, MN 55113 (the "Title Company"), naming Developer as the proposed owner-insured of the Property in the amount of the Purchase Price (the "Commitment"). The Commitment shall have a current date as its effective date and shall commit to insure marketable title in Developer, free and clear of all mechanics' lien claims, unrecorded interests, rights of parties in possession or other standard title exceptions, including the deletion of the survey exception should Developer obtain the Survey (as such term is defined herein). The Commitment shall set forth all levied real estate and special assessments. Said Commitment shall have attached copies of all instruments of record which create any easements or restrictions which are referred to in Schedule B of the title commitment. The Developer will be allowed twenty (20) days after receipt of the Commitment to make an examination thereof and to make any objections to the marketability of the title to Property, said objections to be made by written notice to the City, or shall be deemed waived, and shall be included in the quit claim deed as a permitted encumbrance.

If the title to the Property, as evidenced by the Commitment and any survey that the Developer obtains for the Property (at its sole cost and expense) (the "Survey"), together with any appropriate endorsements, does not evidence good and marketable title of record in the City and is not made so by the Date of Closing, Developer may, as its sole recourse, either:

- i. Terminate this Agreement by giving written notice to the City in which event this Agreement shall become null and void and neither party shall have any further rights or obligations; or
 - ii. Elect to accept the title in its then-existing condition by giving written notice to the City, and proceed to Closing, with no reduction in the Purchase Price.
- B. Developer shall determine, in Developer's sole and absolute discretion, at Developer's sole cost and expense, that Developer is satisfied with the results of all soil tests, well tests, building engineering inspections, environmental testing and other testing and due diligence Developer elects to complete in its sole and absolute discretion.
- C. Developer shall have obtained, at Developer's expense, all requisite third party approvals, including any and all governmental approvals (including, without limitation, zoning and land use and approval of the Construction Plans), in form

and substance in Developer's sole and absolute discretion, to allow Developer to construct and operating the Project.

- D. Developer has received final approval of all financing Developer requires, in its sole and absolute discretion, to complete the Minimum Improvements.
- E. These conditions are solely for the benefit of the Developer and may be waived by the Developer. All conditions must be satisfied or waived on or before the Closing, as defined herein. If any such conditions have not been satisfied or waived not less than fifteen (15) days prior to the Closing, then this Agreement may be terminated by either party, by written notice delivered to the other. Waiver of any condition must be in writing and delivered to the non-waiving party.

ARTICLE FOUR

ADDITIONAL PROVISIONS

- 4.01. Platting Requirements.** The Property has already been platted.
 - A. Easements. The Developer shall provide all easements as required by City Code and as directed by the City Engineer.
 - B. Parkland Dedication. Parkland Dedication or payment in lieu of dedication will not be required to be made by Developer, consistent with the conditions and requirements contained in the Hopkins City Code, State statutes, and this Agreement.
- 4.02. Parking and Storage During Construction.** The Developer agrees to provide adequate parking and storage area for workers, equipment, construction materials, or other items associated with the construction of the Minimum Improvements. The Developer shall be responsible for clean-up and restoration of any property related to their use. The Developer shall submit a plan to the City that adequately depicts and defines contractor parking and all construction staging areas. All construction staging areas shall be further delineated on site with appropriate construction fencing.
- 4.03. City's Access.** The Developer hereby grants the City, its agents, employees, officials and contractors a non-revocable license to enter the Property following reasonable notice to Developer to perform all work and inspections deemed appropriate by the City related to the Development Project and the Property.
- 4.04. Attorney Fees.** If either party shall bring suit against the other to enforce the terms of this Agreement, the losing party shall pay to the prevailing party the prevailing party's costs and expenses (including, without limitation, reasonable attorneys' fees and costs) incurred in enforcing performance of this Agreement.
- 4.05. Amendment.** Any amendment to this Agreement must be in writing and signed by both parties.
- 4.06. Assignment.** Prior to the issuance of a Certificate of Completion (as defined below), the

Developer may not assign any of its obligations under this Agreement without the prior written consent of the City, except to an affiliate of Developer formed to complete the Minimum Improvements.

- 4.07. Agreement to Run with Land.** This Agreement shall be recorded among the land records of Hennepin County, Minnesota. The provisions of this Agreement shall run with the Property and be binding upon the Developer and its assigns or successors in interest. Notwithstanding the foregoing, no conveyance of the Property or any part thereof shall relieve the Developer of its liability for full performance of this Agreement unless the City expressly so releases the Developer in writing.
- 4.08. Representatives Not Individually Liable.** No official, agent or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City on any obligation or term of this Agreement.
- 4.09. Notices and Demands.** Any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

A. As to the Developer: Footprint Development LLC
1017 Ashland Avenue
St. Paul, MN 55104
Attn: Cody Fischer
Email: cody@footprintdev.com

With a copy to: Siegel Brill, P.A.
100 Washington Avenue S, Suite 1300
Minneapolis, MN 55401
Attn: Tony Gleekel
Email: tonygleekel@siegelbrill.com

B. As to the City and HRA: City of Hopkins
1010 1st Street South Hopkins, MN 55343
Attn: Kersten Elverum
Email: kelverum@hopkinsmn.com

With a copy to: Kennedy & Graven, Chartered
Fifth Street Towers, Suite 700
150 South Fifth Street
Minneapolis, MN 55402
Attn: Scott J. Riggs
Email: sriggs@kennedy-graven.com

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section 4.09.

4.10. City Ownership of Public Improvements. The Developer expressly acknowledges and agrees that the Public Improvements and all easements and other rights in the Property necessary and related to the City's ownership of the Public Improvements, shall inure to the City upon the Developer's compliance with this Agreement and acceptance by the City of any Public Improvements subdivision.

4.11. Building Permits and Occupancy Permits and Certificate of Completion and Release of Forfeiture. The City issuance of a building permit or an occupancy permit shall be contingent, in part, on the following:

A. Building Permit. The City shall issue no building permits until the following has occurred to the satisfaction of the City:

- This Agreement is signed and any required security and required financial assurances, if any, are in place;

B. Occupancy Permit. The City shall issue no occupancy permits until the following has occurred to the satisfaction of the City:

- The site grading is completed and approved by the City;
- All utilities are tested, approved by the City, and in service;
- All curbing is installed and backfilled;
- The first lift of bituminous for any parking and access is in place and approved by the City;
- All non-paved areas are stabilized or proper erosion control measures are in place; and
- All building permit fees are paid in full.

The City may issue building permits prior to complete installation of utilities and grading. No occupancy permits shall be issued until the Developer has complied with the requirements of this Agreement and these requirements have been approved by the City, unless otherwise authorized in writing by the City. The Developer, in executing this Agreement, assumes all liability and costs for damage or delays, incurred by the City, in the construction of the Public Improvements, caused by the Developer, its employees, contractors, subcontractors, materialmen or agents.

C. Certificate of Completion and Release of Forfeiture.

- i. Promptly after verification of the completion of the Minimum Improvements in accordance with the provisions of this Agreement relating to the obligations of the Developer to construct such improvements, the City will furnish the Developer with a Certificate of Completion and Release of Forfeiture, in recordable form. The Certificate of Completion and Release of Forfeiture shall be a conclusive

determination and conclusive evidence of the satisfaction and termination of the agreements and covenants in this Agreement with respect to the obligations of the Developer to construct the Minimum Improvements. The Developer shall, at its sole cost and expense, record the Certificate of Completion and Release of Forfeiture in the property records of and for the County.

- ii. If the City shall refuse or fail to provide the Certificate of Completion and Release of Forfeiture in accordance with the provisions of this Section 4.11 the City shall, within ten (10) days after written request by the Developer, provide the Developer with a written statement, indicating in adequate detail in what respects the Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain a Certificate of Completion and Release of Forfeiture.
- iii. The construction of the Minimum Improvements of the 501 Project shall be eligible for review for the issuance of a Certificate of Completion and Release of Forfeiture by the City when the City has issued a Certificate of Occupancy for at least one (1) individual residential unit located in the 501 Project.

- 4.12. **Ownership of Documents.** The completed reports, drawings, plans, and specifications shall become the property of the City, but reproductions of them in whole or in part may be retained by the Developer or the Consulting Engineer/Architect.
- 4.13. **Disclaimer of Relationships.** The Developer acknowledges that nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by the Developer or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer.
- 4.14. **Counterparts.** This Agreement and any related documents may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures using a certified e-signature via Adobe or DocuSign are acceptable for this Agreement and related documents will be accepted with the same effect as original ink-signed “hard copy” versions of such documents. Notwithstanding the foregoing, all documents which are to be recorded must be delivered by the signing party as fully executed and acknowledged (and, if required by applicable law, witnessed) “wet ink” originals.
- 4.15. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

- 4.16. **Indemnification.** Notwithstanding anything to the contrary in this Agreement, the City, its officials, agents, and employees shall not be liable or responsible in any manner to the Developer, Developer's successors or assigns, the Developer's contractors or subcontractors, material suppliers, laborers, or to any other person or persons for any claim, demand, damage, or cause of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance and completion of this Agreement and any Public Improvements. The Developer, and the Developer's successors or assigns, agree to protect, defend and hold the City, and its officials, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including, but not limited to, attorneys' fees, consulting engineering services, and other technical, administrative or professional assistance, except as arising out of the gross negligence or willful misconduct of such parties. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466, or otherwise.
- 4.17. **RESERVED.**
- 4.18. **RESERVED.**
- 4.19. **Compliance with Existing Laws.** The Developer warrants that all work performed pursuant to this Agreement shall be in compliance with existing laws, ordinances, pertinent regulations, standards, and specifications of the City.
- 4.20. **Miscellaneous Provisions.**
- A. The Developer represents to the City that the 501 Project and the development of the Property and the subdivision comply with all city, county, state and federal laws and regulations including, but not limited to the following: subdivision ordinances, zoning ordinances and environmental regulations. If the City determines that the subdivision, the 501 Project or the development of the Property does not comply, the City may, at its option, refuse to allow construction or development work on the Property until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.
 - B. Third parties shall have no recourse against the City under this Agreement.
 - C. An Event of Default by the Developer shall be grounds for denial of building permits, including lots sold to third parties.
 - D. Wherever possible, each provision of this Agreement and each related document shall be interpreted so that it is valid under applicable law. If any provision of this Agreement or any related document is to any extent found invalid by a court or other governmental entity of competent jurisdiction, that provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other related document.
 - E. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy

consequent upon a breach thereof, shall constitute a waiver of any such breach of any other covenant, agreement, term, or condition, nor does it imply that such covenant, agreement, term or condition may be waived again. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing and signed by the parties. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

- F. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to the City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy .
- G. This Agreement, together with the exhibits hereto, which are incorporated by reference, constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to this Agreement, superseding all prior or contemporaneous proposals, communications, and understandings, whether oral or written, pertaining to the subject matter of this Agreement.
- H. No official, agent or employee of the City shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by the City on any obligation or term of this Agreement.
- I. Data provided to the Developer or received from the Developer under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- J. Unavoidable Delays means delays in the performance of a party's obligations herein, which delays are outside the reasonable control of the party claiming its occurrence, to extent such actual delays are a result of (i) unusually severe or prolonged bad weather, (ii) acts of God, acts of war, civil unrest, terrorism, criminal conduct of third parties, fire or other casualty to the Minimum Improvements, (iii) litigation commenced by third parties, (iv) actions or inactions of any federal, State, or local government unit which directly result in delays, including, but not limited to, a declared emergency under Minnesota Statutes, Chapter 12 or due to pandemic or quarantine restrictions imposed by applicable Law, (v) strikes, or other labor trouble, industry-wide material shortages and delays in delivery, labor shortages; (vi) concealed or unknown site conditions not revealed and not reasonably anticipated prior to the date of this Agreement; (vii) pandemic and outbreaks of Covid-19 and variants thereof; (viii) delays in the delivery of materials for the Minimum Improvements; and/or (ix) other events beyond the party's reasonable control which the party claiming delay.
- K. An amendment to this Agreement must be in writing and will not be effective until

it has been approved and executed by the parties. A party to this Agreement may not assign or transfer any right or obligation hereunder without an assignment agreement executed by the parties and the assignee.

- L. The provisions of this Agreement concerning Indemnification, Compliance with Laws, Compliance with the Minnesota Government Data Practices Act, Audit, Choice of Law and Venue shall survive the expiration or termination of this Agreement.
- M. The provisions of this Agreement shall be severable. If any portion of this Agreement is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of the Agreement.
- N. Any waiver by any party of a breach of any provision of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

- 4.21. Miscellaneous Conditions and Additional Requirements.** The Developer shall satisfy, complete and abide by all requirements set forth in the Authorizing Resolution and all adopted City ordinances (as consistently applied) and resolutions affecting the Property, all of which are incorporated herein by reference as if fully set forth in this Agreement. The Developer shall adequately address non-compliance with the Authorizing Resolution, City Ordinances and Resolutions as may be directed by the City Attorney, the City Engineer or others with review and approval authority for the City.
- 4.22. Title Work Clean-up.** The parties to this Agreement acknowledge that various potential clean-up issues associated with the title work for the Property may need to occur. The City agrees to undertake and endeavor to resolve such issues as may be identified in title work for the Property. The City and Developer agree to cooperate with each other and their representatives regarding any reasonable requests made subsequent to the execution of this Agreement to revise or correct any errors in the title work for the Property and to provide any and all additional documentation deemed necessary by either party to effectuate such revisions or corrections to the title work for the Property.
- 4.23. Other Development Agreements.** Any other development agreements including the Preliminary Development Agreement, affecting the Property are incorporated herein by reference as necessary as if fully set forth herein. In the case of any inconsistencies between such development agreements and this Agreement, the language of this Agreement shall control.
- 4.24. Estoppel Certificate.** Each party, respectively, agrees that at any time and from time to time within ten (10) business days after receipt of a written request by the other party, to execute, acknowledge and deliver to such party a statement in writing certifying: (a) that this Agreement is unmodified and in full force and effect or, if there have been modifications, that the same are in full force and effect as modified and identifying the modifications; (b) that no party is in default under any provisions of this Agreement or, if there has been a default, the nature of such default; (c) that all work to be performed, under this Agreement or any related agreement has been performed or, if not so performed, specifying the work to be performed;

and (d) as to any other matter that the requesting party or a prospective mortgagee or other lender shall reasonably request. It is intended that any such statement may be relied upon by any person, prospective mortgagee of, or assignee of any mortgage, upon such interest. Any such statement on behalf of the City may be executed by the City Manager without City Council approval.

4.25. RESERVED.

4.26. Escrow/Payment of City Costs. The Developer must reimburse the City for its actual costs as follows:

- A. Developer's Escrow to Process the Development Project. The Developer shall provide the City with a \$5,000.00 cash escrow to reimburse the City for its actual costs regarding the following:
 - 1. The preparation and administration of this Agreement and related agreements, the 501 Project, and other related documents, permits, and applications associated with the Project; and
 - 2. Reasonable technical and professional assistance (including but not limited to the cost of City staff time; but excluding any staff time associated with the preparation or assistance with any grant applications and any attorneys' fees incurred in the negotiation of this Agreement) incurred or expended by the City on activities arising out of this Agreement and related undertakings.

- B. Replenishment and Return of the Developer's Escrow. Within ten (10) days of demand by the City, the Developer must pay all City costs that exceed the amount of the established escrow. The City will return all remaining escrow to the Developer after the Project's completion and after the Developer has paid all required City costs and expenses per this Agreement.

- C. Remedy to Recover the City's Costs. If the City does not recover its costs under the provisions of this Agreement, the City may assess the Property in the manner provided by Minnesota Statutes, Chapter 429. The Developer consents to the levy of such special assessments without notice or hearing and waives its rights to appeal such assessments under Minnesota Statutes, Section 429.081. The amount levied, together with the funds deposited with the City under this Agreement, must not exceed the expenses incurred by the City in the completion of the Public Improvements. Further, the City may recover incurred City expenses through service charges, per Minnesota Statutes, Section 415.01, 366.011, and 366.012. Finally, the Developer agrees all such unpaid amounts constitute charges for governmental services that the City may, at its option, collect as a first-in-priority lien on any unsold lots and on any other property the Developer may own in the state pursuant to Minnesota Statutes, section 514.67.

- D. Survivability of Payment of the City's Costs. This Section survives termination of this Agreement and binds the Developer, regardless of the enforceability of other provisions of this Agreement.

ARTICLE V

EVENTS OF DEFAULT

5.01. Events of Default Defined. Each and every one of the following shall be an Event of Default under this Agreement:

- A. Failure by the City or the Developer to proceed to closing on the Development Property after compliance with or the occurrence of all conditions precedent to closing;
- B. Failure by the Developer to commence and complete construction of the Minimum Improvements within eighteen (18) months following the Closing, pursuant to the terms, conditions and limitations of this Agreement, including the timing thereof, unless such failure is caused by an Unavoidable Delay;
- C. Failure by the Developer to pay real estate taxes or special assessments on the Development Property and Minimum Improvements as they become due;
- D. Use by the Developer or others of the Minimum Improvements for purposes other than those contemplated and permitted by this Agreement.
- E. Transfer or Sale of the Development Property or the Minimum Improvements or any part thereof by the Developer in violation of this Agreement and without the prior written permission by the City;
- F. If the Developer shall file a petition in bankruptcy, or shall make an assignment for the benefit of its creditors or shall consent to the appointment of a receiver; or
- G. Failure by either party to observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

5.02. Remedies on Default. Whenever any Event of Default referred to in Section 5.1 of this Agreement occurs, the non-defaulting party may take any one or more of the following actions after providing 30 days written notice to the defaulting party of the Event of Default, but only if the Event of Default has not been cured within said thirty days or, if the Event of Default is by its nature incurable within 30 days, the defaulting party does not provide assurances to the non-defaulting party reasonably satisfactory to the non-defaulting party that the Event of Default will be cured and will be cured as soon as reasonably possible:

- A. Suspend its performance under this Agreement, including refusing to close on the Development Property, until it receives assurances from the defaulting party, deemed adequate by the non-defaulting party, that the defaulting party will cure its default and continue its performance under this Agreement;
- B. Terminate or rescind this Agreement;

- C. If the default occurs prior to completion of the Minimum Improvements, the City may withhold the Certificate of Completion and Release of Forfeiture;
- D. If the default occurs prior to issuance of the Certificate of Completion and Release of Forfeiture, revert title in the name of the City pursuant to Section 5.3 of this Agreement;
- E. Take whatever action, including legal or administrative action, which may appear necessary or desirable to the non-defaulting party to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the defaulting party under this Agreement; and
- F. If the Developer's default occurs prior to the Date of Closing, the City may retain any and all earnest money paid by the Developer pursuant to this Agreement.

5.03. Revesting Interest in the City Upon Happening of Event of Default Subsequent to Conveyance to Developer. In the event that subsequent to conveyance of the Property to the Developer and prior to the issuance of a Certificate of Completion and Release of Forfeiture for the Minimum Improvements:

- A. the Developer, subject to Unavoidable Delays, fails to begin construction of the Minimum Improvements within sixty (60) days after the Closing and such failure to begin construction is not cured within thirty (30) days after written notice from the City to the Developer to do so; or
- B. subject to Unavoidable Delays, the Developer, after commencement of the construction of the Minimum Improvements, fails to complete construction of the Minimum Improvements within eighteen (18) months after the Closing.
- C. the Developer shall fail to pay real estate taxes or assessments on the Development Property when due, or shall place thereon any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal, or discharge, within sixty (60) days after written demand by the City to do so or such longer period, not to exceed ninety (90) days, as may reasonably be necessary to remove said lien or encumbrance; provided, that if the Developer shall first notify the City of its intention to do so, it may in good faith contest any mechanics' or other lien to remain undischarged and unsatisfied during the period of such contest and any appeal, but only if the Developer provides the City with a bank letter of credit or other security in the amount of the lien, in a form reasonably satisfactory to the City, pursuant to which the bank will pay to the City the amount of any lien in the event the lien is finally determined to be valid or, as an alternative to such forms of security, has made a deposit with the district court in the manner provided in Minnesota Statutes, section 514.10. During the course of such contest, the Developer shall keep the City informed respecting the status of such defense; or

- D. there is, in violation of this Agreement, any transfer of the Development Property to an entity exempt from payment of real estate taxes or any sale of the Property or the Minimum Improvements or any part thereof prior to completion of Minimum Improvements, and such violation shall not be cured within 30 days after written demand by the City to the Developer;

Then the City shall have the right to re-enter and take possession of the Development Property and to terminate and re-vest in the City the interest of the Developer in the Development Property; provided, however, that any exercise by the City of its rights or remedies hereunder shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way the lien of any mortgage or other encumbrance specifically and previously authorized by the City in writing under this Agreement or any rights or interests provided in this Agreement for the protection of the holders of an approved encumbrance.

Notwithstanding anything to the contrary contained in this Section 5.3 of this Agreement, the City shall have no right to re-enter or retake title to and possession of any part of the Property for which a Certificate of Completion and Release of Forfeiture has been issued.

- 5.04. Acquisition and Development Financing.** The City recognizes that the Developer will obtain financing for the 501 Project from a commercial lender (the "Lender") from time to time for the costs associated with the Minimum Improvements (collectively referred to as the "Development Loan") and, that in order to do so, the Lender may require a mortgage on the Property which is prior to the rights of the City under this Agreement and that the City will have to subordinate its Revesting rights and interest (including, without limitation, the reverter rights in Section 5.03.) to the Development Loan. Subordination shall apply to advances, renewals, modifications or replacements of a Development Loan.

The City, pursuant to the terms of a subordination or other agreement acceptable to Lender, City and Developer, will, consent to a Development Loan and the subordination of its Revesting rights and interest to such Development Loan and agrees that the Lender of a Development Loan shall have the right, at its option, to cure or remedy any breach or default of the Developer, including any breach or default with respect to construction of the Minimum Improvements, provided the Lender has first expressly assumed the obligations owed by the Developer to the City by written agreement reasonably satisfactory to the City and the Lender, and agrees to complete in the manner provided in the Agreement, the Minimum Improvements for the Property that is subject to the lien of such mortgage. Upon written request of the Lender sent to the City in the manner required by Section 4.09 herein, the City will agree to notify the Lender of any default of the Developer under the terms of this Agreement at the address of the Lender set forth in such written notice. Upon written request of the City, the Lender will agree to notify the City, at the notice address set forth herein, of any default of the Developer under the terms of the Development Loan. To the extent agreed to by the Lender, the City shall have the right, at its option, to cure or remedy any breach or default with respect to a Development Loan and shall have redemption

rights in the event of foreclosure of a Development Loan.

5.05. Resale of Reacquired Development Property; Disposition of Proceeds. Subject to the subordination as set forth in Section 5.4, upon the revesting in the City of title to and/or possession of the Property or any part thereof as provided herein, the City shall, pursuant to its responsibilities under law, use its best efforts to sell the Property or part thereof as soon and in such manner as the City shall find feasible and consistent with the objectives of such law to a qualified and responsible party or parties (as determined by the City) who will assume the obligation of making or completing the Minimum Improvements or such other improvements in their stead as shall be satisfactory to the City in accordance with the uses specified for such Property or part thereof. During any time while the City has title to and/or possession of a parcel obtained by reverter, the City will not disturb the rights of any owner of any housing unit on the Property. Upon resale of the Property, the proceeds thereof shall be applied:

- A. First, to reimburse the City for all costs and expenses incurred by them, including but not limited to salaries of personnel, in connection with the recapture, management, and resale of the Property (but less any income derived by the City from the Property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Property or part thereof (or, in the event the Property is exempt from taxation or assessment or such charge during the period of ownership thereof by the City, an amount, if paid, equal to such taxes, assessments, or charges (as determined by the City assessing official) as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of revesting of title thereto in the City or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the subject improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the City by the Developer and its successor or transferee; and
- B. Second, to reimburse the Developer, its successor or transferee, up to the amount equal to the amount actually invested by it in making any of the subject improvements on the Development Property or part thereof.

Any balance remaining after such reimbursements shall be retained by the City as its property.

5.06. No Remedy Exclusive. No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to

entitle the City or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Agreement.

5.07. No Additional Waiver Implied by One Waiver. In the event any covenant or agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

5.08. Termination. This Agreement shall terminate upon the issuance of the Certificate of Completion and Release of Forfeiture, but no such termination shall terminate any indemnification or other rights or remedies arising hereunder due to any Event of Default which occurred and was continuing prior to such termination.

The remainder of this page is left intentionally blank.

IN WITNESS OF THE ABOVE, the parties have caused this Agreement to be executed on the date and year written above.

CITY:

City of Hopkins

By: _____
Patrick Hanlon

Its: Mayor

By: _____
Michael Mornson

Its: City Manager

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ___ day of _____, 2025, by Patrick Hanlon and Michael Mornson, the Mayor and City Manager, respectively, of the City of Hopkins, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

DEVELOPER:

Footprint Development LLC

By: _____

Name: Cody Fischer

Its: President

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Cody Fischer, the President of Footprint Development LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

**EXHIBIT A
TO PURCHASE AND DEVELOPMENT AGREEMENT**

Legal Description of Property

Property:

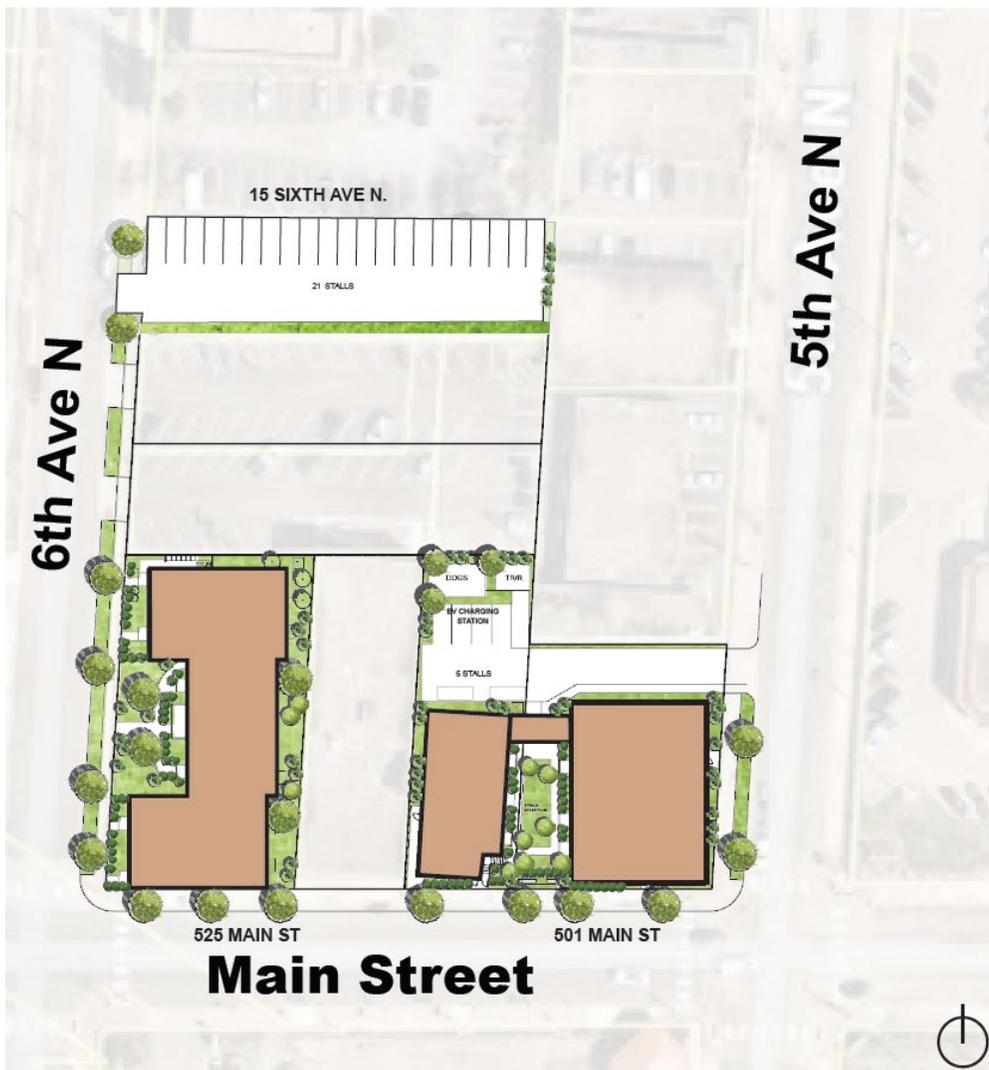
15 6th Avenue N - PID 2411722420017

501 Main Street - PID 2411722420009

**EXHIBIT B
TO PURCHASE AND DEVELOPMENT AGREEMENT**

DEVELOPMENT SITE CONCEPT PLAN

The preliminary Concept Plan includes the construction of at least 30 Phius Design Certified housing units and 27 parking stalls developed on the Property and at least 30 Phius Design Certified housing units on the 525 Parcel as set forth on the Concept Plan.



PHASE I

501 MAIN STREET
Three stories plus one garden level.
38 Units Total

15 6TH AVENUE
Parking Lot

PHASE II

525 MAIN STREET
Three sotries
33 Units Total



CONCEPT PLAN REVIEW | SITE PLAN

**EXHIBIT C
TO PURCHASE AND DEVELOPMENT AGREEMENT**

FORM OF QUIT CLAIM DEED

Quit Claim Deed

Deed Tax Due: \$ _____ **ECRV:** _____.
Date: _____, 2025.

FOR VALUABLE CONSIDERATION, City of Hopkins, a municipal corporation under the laws of the State of Minnesota, Grantor, hereby conveys and quitclaims to Footprint Development LLC, a Minnesota limited liability company, under the laws of the State of Minnesota, Grantee, real property in Hennepin County, Minnesota, described on the attached Exhibit A, together with all hereditaments and appurtenances, subject to the documents described on the attached Exhibit B. This Quit Claim Deed shall include the conveyance of any after-acquired interest in the property described on Exhibit B.

Check here if part or all of the land is Registered (Torrens)

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number:_____).
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

CITY OF HOPKINS

By: _____
Patrick Hanlon
Its: Mayor

By: _____
Michael Mornson
Its: City Manager

STATE OF MINNESOTA)
) ss.:
COUNTY OF HENNEPIN)

The foregoing was acknowledged before me this _____ day of _____, 2025, by Patrick Hanlon and Michael Mornson, the Mayor and City Manager, respectively, of the City of Hopkins, a municipal corporation organized under the laws of the State of Minnesota, on behalf of the municipal corporation, Grantor.

NOTARY STAMP

SIGNATURE OF PERSON
TAKING ACKNOWLEDGMENT

This instrument was drafted by:

Kennedy & Graven, Chartered (SJR)
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

Tax Statements should be sent to:

Footprint Development LLC
1017 Ashland Avenue
St. Paul, MN 55104

Exhibit A to Quit Claim Deed

Legal Description

15 6th Avenue N - PID 2411722420017

501 Main Street - PID 2411722420009

Exhibit B to Quit Claim Deed

1. Easements and encumbrances of record;
2. Purchase and Development Agreement dated _____, 2025
and recorded contemporaneously with this deed.

**PURCHASE AND DEVELOPMENT AGREEMENT BY AND AMONG
THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND
FOR THE CITY OF HOPKINS, THE CITY OF HOPKINS, MINNESOTA
AND FOOTPRINT DEVELOPMENT LLC**

(525 MAINSTREET)

THIS PURCHASE AND DEVELOPMENT AGREEMENT (the "Agreement") is made this ____ day of July, 2025, by and among the Housing and Redevelopment Authority in and for the City of Hopkins, a Minnesota public body corporate and politic and the City of Hopkins, Minnesota, a Minnesota municipal corporation (collectively, the "City"), and Footprint Development LLC, a Minnesota limited liability company or its affiliated successors and assigns as permitted in this Agreement (the "Developer").

RECITALS

- A. The City is the fee owner of certain real estate located at 525 Mainstreet ("525 Mainstreet") in the city of Hopkins, Hennepin County, Minnesota, which is legally described in Exhibit A, attached hereto (the "Property").
- B. The City has selected Developer as the preferred private developer for the development of the Property and for parcels located at 501 Mainstreet (the "501 Mainstreet Parcel") and 15 6th Avenue North (the "15 6th Parcel") (the "Development Project"). Attached hereto as Exhibit B is Developer's concept site plan for the Development Project (the "Concept Plan"), which was presented by Developer for preliminary review by the City Planning and Zoning Commission and City Council consistent with the City's Development Review Process.
- C. The 525 Parcel, 501 Parcel and 15 6th Parcel shall be collectively referred to as the "Development Site" which is to be developed consistent with the Concept Plan.
- D. The parties negotiated this Agreement pursuant to which City, as seller, and Developer, as purchaser, will sell and purchase respectively the Property (for Developer's development and construction of the Minimum Improvements (as defined in Section 3.05 below) (independently referenced to as ("525 Project"))).
- E. The parties will contemporaneously execute a Purchase and Development Agreement for Developer's purchase of the 501 Parcel and 15 6th Parcel (the "501 Purchase Agreement").
- F. The parties desire to enter into this Agreement to outline the parties' respective expectations, rights, and obligations regarding the Developer's construction of the Minimum Improvements on the Property.
- G. The sale of the Property in accordance with the terms of this Agreement based on the Developer's express agreement to carry out the terms of this Agreement.

Agreement

In consideration of each party's promises as set forth in this Agreement, it is mutually agreed as follows:

ARTICLE ONE

REPRESENTATIONS AND WARRANTIES

1.01. City's Representations and Warranties. The City makes the following representations as the basis for the undertakings on its part contained herein:

- A. The City includes the City of Hopkins, Minnesota, a municipal corporation under the laws of Minnesota, and the Housing and Redevelopment Authority in and for the City of Hopkins, a Minnesota public body corporate and politic (the "HRA").
- B. The City is the fee owner of the Property.
- C. The City has the right, power and authority to execute, deliver and perform its obligations under this Agreement.

1.02. Developer's Representations and Warranties. The Developer makes the following representations as the basis for the undertakings on its part contained herein:

- A. The Developer is a domestic limited liability company formed under the laws of the state of Minnesota.
- B. The Developer has the right, power and authority to execute, deliver and perform its obligations under this Agreement. The Developer assures the City that the individual who executes this Agreement on behalf of the Developer is duly authorized to sign on behalf of the Developer and to bind the Developer thereto.
- C. The Developer is not in default under any lease, contract, or agreement to which it is a party or by which it is bound, which would materially adversely affect its performance under this Agreement.
- D. The Developer has complied with and will continue to comply with all applicable federal, state and local statutes, laws, ordinances and regulations including, without limitation, any permits, licenses and applicable zoning, environmental, or other laws, ordinances, or regulations affecting the Property. The Developer has not received notice of any pending or threatened claim of any such violation. Without limitation of the foregoing, the Developer expressly acknowledges and agrees that it shall comply with all applicable City subdivision, zoning, and other related municipal code regulations.
- E. There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending or threatened against or affecting the Developer. The Developer is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

- F. None of the representations and warranties made by the Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by the Developer or on its behalf contains or will contain any untrue statement of material fact or omits any material fact, the omission of which would be materially misleading.
- G. Before closing, Developer will have sufficient funds or will obtain a commitment for financing in an amount adequate to finance construction of the Development Project and other work that may be undertaken by the Developer in conjunction with said improvements.

1.03. Incorporation of Recitals and Exhibits. The Recitals set forth in the preamble to this Agreement and the Exhibits attached to this Agreement are incorporated into this Agreement as if fully set forth herein.

ARTICLE TWO

CONSTRUCTION OF IMPROVEMENTS

2.01. Public Improvements. The Developer shall not be responsible for any public improvements (the “Public Improvements”) associated with the Property, unless any work they undertake requires modifications to improvements already in place.

- A. Stormwater Management Facilities. The Developer shall be responsible for one hundred percent (100%) of the cost to install and provide private stormwater management facilities (the “Facilities”) on the Property. The Developer shall be responsible for the connection of its Facilities into the public storm sewer and/or the regional system at the location(s) and in such a manner as approved by the City Engineer. Developer shall be responsible for the costs of any temporary connections to the public storm sewer.
- B. Property Monumentation. The City agrees to verify that the statutorily required property monumentation has been installed by or under the direction of a registered land surveyor, and if any has not been installed, shall be responsible for its completion prior to the sale of the Property.

2.02. Developer’s Improvements. The Developer agrees that it will construct the Minimum Improvements on the Property, as defined in Section 3.05, and all elements associated therewith on the Property in accordance with all plans and specifications submitted by Developer and approved by the City that are required for Developer’s construction of the Minimum Improvements (the “Construction Plans”). The general site layout and renderings depicting the Development Project are attached to this Agreement as Exhibit B. The Developer acknowledges that, in addition to the requirements of this Agreement, construction of the Minimum Improvements will necessitate compliance with other reviews and approvals by the City and possibly other governmental agencies and, to the extent such approvals have not already been obtained, agrees to submit all applications for and shall use commercially reasonable efforts to pursue to their conclusion all other approvals needed prior to constructing the Minimum Improvements. The Developer shall not be responsible for any Public Improvements located outside of the Property,

other than as provided in 2.02.D. below.

The Developer shall be responsible at the Developer's sole expense for the following:

- A. Minimum Improvements. The Developer shall be responsible for the cost (including permitting and associated fees) to construct the Minimum Improvements, as defined in Section 3.05.
- B. Site Grading. The Developer shall be responsible for the grading of the Property and submittal of a grading plan to the City Engineer for approval. No significant deviations from the approved grading plan, as determined by the City Engineer, shall occur without the approval of the City Engineer. At the completion of final grading, the Developer shall provide as-built drawings of the final grading, if required by applicable City ordinances.
- C. Site Improvements. The Developer shall construct various site work improvements, including, but not limited to, parking lots, sidewalks, lighting, signage, plantings, fencing, and landscaping pursuant to the Construction Plans. All work shall comply with applicable City ordinances and regulations and shall be subject to review and approval by the City, pursuant to such ordinances and regulations.
- D. Utility Services. The Developer shall be responsible for one hundred percent (100%) of the cost (including permitting and road restoration costs) to extend water, sanitary sewer, and storm sewer services from the street to and within the Property as well as abandoning any existing utilities and/or services not needed for the Project as approved by the City Engineer, if necessary.
- E. Sodding and Landscaping. The Developer will be responsible for sodding or seeding the Property and the disturbed right-of-way areas that are not paved and all other disturbed turf areas, as required by applicable City ordinances and regulations.
- F. Storm Water Pollution Prevention Plan (SWPPP). The Developer shall be responsible for erosion and sediment control throughout the work at the Property. Developers plans shall include any requisite SWPPP prepared in accordance with and meeting the requirements of the Minnesota Pollution Control Agency (MPCA) National Pollutant Discharge Elimination System (NPDES) General Stormwater Permit for Construction Activity requirement and the City's Municipal Separate Storm Sewer System (MS4) permit.

The Developer shall address failed erosion control structures or apparent need for additional erosion control measures within twenty-four (24) hours after written notification by the City. If the Developer fails to perform the requested corrections in the period dictated by the City, the Developer hereby grants the City consent to enter onto the Property to perform the corrective work. The Developer will reimburse the City for all erosion control work performed on its behalf. The Developer shall inspect and if necessary clean all catch basins, sumps, and swale areas of erosion/siltation and restore to the original condition at the end of construction within the Property. All silt fence and other erosion control should be removed following the establishment of turf.

- G. Street and Sidewalk Maintenance. The Developer shall be responsible for providing street and sidewalk maintenance as required that is attributable to the construction of the Minimum Improvements, including sweeping of debris and soil, until the development is complete. Warning signs shall be placed when hazards develop in the streets or along the sidewalks.
- H. Damage Responsibilities. The Developer shall be financially responsible for the repair of any damage done to the existing and proposed public streets, utilities, and trails directly related to the construction of the Minimum Improvements, from the time of installation until the development is fully completed and approved by the City.
- I. Property Monumentation. The Developer, and any contractors, subcontractors, consultants, etc. performing work or providing services on behalf of the Developer, shall be responsible for protection of all permanent subdivision monumentation before the City's issuance of the final Certificate of Occupancy. Disturbed or damaged monumentation shall be replaced by a licensed land surveyor at the Developer's expense.
- J. Underground Utilities. In accordance with the Hopkins City Code of Ordinances, all utilities that serve newly developing areas are to be placed underground, unless overhead utilities are required based on a determination by the City Engineer. The Developer acknowledges that it shall be responsible for the relocation of overhead distribution lines serving the Property at the Developer's sole expense.
- K. Other Governmental Jurisdictions. The Developer shall be responsible for securing all necessary approvals and permits from all appropriate federal, state, regional, and local jurisdictions prior to the commencement of site grading or construction, and shall provide copies of all required permits to the City prior to beginning any work covered under the respective permit.

2.03. Security Requirements for Temporary Certificate of Occupancy. Should the Developer request a Temporary Certificate of Occupancy for the 525 Project prior to the completion off all of the Minimum Improvements (including, but not limited to, parking lots, sidewalks, lighting, and landscaping) the Developer will furnish to, and at all times thereafter maintain with the City a cash escrow, certified check, performance bond or irrevocable letter of credit (hereinafter, collectively known as the "Security"), based on one hundred percent (100%) of the total estimated cost of all of the incomplete work. Such Security shall be subject to approval of the City Attorney.

Such Security shall be for the exclusive use and benefit of the City and shall state thereon that the same is issued to guarantee and assure that the Developer completes construction of such incomplete required improvements in accordance with the Construction Plans. Following at least thirty (30) days written notice to Developer, if Developer does not complete the incomplete improvements within said thirty (30) days period, the City reserves the right to draw, in whole or in part, on any portion of the Security for the purpose of guaranteeing completion of any incomplete improvements until all improvements are completed. The Security shall be renewed or replaced by not later than thirty (30) days prior to its expiration with a like Security.

The Developer may request reduction of the Security based on prepayment or the value of the completed improvements at the time of the requested reduction. If requested, the City will perform an evaluation of the work completed without charge to the Developer only once per month based on monthly payments to contractors. If additional evaluations are requested, the Developer will be responsible for the estimated costs incurred by the City for performing the additional evaluations. The amount of reduction will be determined by the City.

ARTICLE THREE

CONVEYANCE PROVISIONS

- 3.01. Purchase Price; Provisions for Payment.** The purchase price to be paid to the City by the Developer in exchange for the conveyance of the Property is One and No/100 Dollar (\$1.00). The purchase price shall be payable by the delivery of cash or other funds of the Developer in the amount of One and No/100 Dollar (\$1.00). In addition to the consideration set forth herein, the Developer shall pay to the City any and all costs associated with the City's environmental and remediation costs associated with the Property and the Development Project.
- 3.02. Conditions of Conveyance.** The City shall convey title to and possession of the Property to the Developer by a quit claim deed substantially in the form of the deed attached hereto as Exhibit C. The City's obligation to convey the Property to the Developer is subject to the satisfaction of the following terms and conditions:
- A. The City having approved the Construction Plans;
 - B. There existing no uncured Events of Default under this Agreement or the 501 Purchase Agreement;
 - C. The execution and delivery of copies of all of the Exhibits attached hereto;
 - D. The City having held a public hearing authorizing the conveyance of the Property pursuant to Minnesota Statute; and
 - E. The City through its Planning and Zoning Commission finds the land disposal to be in compliance with the Comprehensive municipal plan pursuant with Minnesota Statutes Section 462.356, subd. 2.

These conditions are solely for the benefit of the City and may be waived by the City. All conditions must be satisfied or waived on or before the Closing, as defined herein. If any such conditions have not been satisfied or waived not less than fifteen (15) days prior to the Closing, then this Agreement may be terminated by either party, by written notice delivered to the other. Waiver of any condition must be in writing and delivered to the non-waiving party.

The closing on conveyance of the Property from the City to the Developer shall occur upon satisfaction of the conditions specified herein, but not later than September 30,

2027, or at such date as the parties hereto may agree in writing (the "Closing"). The Closing shall occur at City Hall, unless the parties agree, in writing, to an alternative closing location.

The deed required hereunder, and all other documents, shall be in recordable form, and shall be promptly recorded in the proper office for recordation of deeds and other instruments pertaining to the Property. At closing, the Developer shall pay:

- A. The recording costs for the deed (excluding state deed tax) and costs associated with any additional recordable documents;
- B. Title insurance commitment fees and premiums, if any; and
- C. Title company closing fees, if any.

At Closing, the City shall pay the following costs:

- A. State deed tax; and
- B. Costs of recording any instruments used to clear title encumbrances; and
- C. Outstanding taxes and assessments, if any.

3.03. As-is Condition. The Developer acknowledges that the City makes no representations or warranties as to the condition of the soils or other environmental conditions on the Property or its fitness for construction of any improvements thereupon or any other purpose for which the Developer may make use of such property and further acknowledges and agrees that the Property shall be conveyed as is. THE DEVELOPER ACKNOWLEDGES THAT THE DEVELOPER IS PURCHASING THE PROPERTY IN RELIANCE ON THE DEVELOPER' S INSPECTION OF THE PROPERTY PURSUANT TO THIS AGREEMENT AND ON THE DEVELOPER'S JUDGEMENT REGARDING THE SUFFICIENCY OF SUCH INSPECTIONS. THE DEVELOPER IS NOT RELYING ON ANY WRITTEN OR ORAL REPRESENTATION, WARRANTIES, OR STATEMENTS THAT THE CITY OF THE CITY' S AGENTS HAVE MADE. SUBJECT TO THE DEVELOPER'S RIGHT TO TERMINATE THIS AGREEMENT PURSUANT TO THE TERMS HEREIN, THE DEVELOPER IS PURCHASING THE PROPERTY IN "AS IS" CONDITION. The Developer further agrees that, after Closing, it will indemnify, defend, and hold harmless the City, and its governing body members, officers, and employees, from any claims or actions arising out of the presence, if any, of hazardous wastes or pollutants on the Property.

3.04. No Business Subsidy. The City and Developer hereby acknowledge that the assistance being provided by this Agreement, if any, constitute assistance for housing, and therefore do not constitute a business subsidy according to Minnesota Statutes, section 1161.993, subd. 3, para. (7).

3.05. 525 Project. The 525 Project to be developed at the Property by the Developer shall consist of the construction of at least 30 Phius Design Certified housing units on the Property (the "Minimum Improvements"). The general layout plan for the Minimum Improvements is as depicted in Exhibit B of this Agreement. The Construction Plans will be the definitive document regarding the Minimum Improvements to be constructed on the Property.

3.06. Developer's Conditions.

- A. The City shall convey marketable title to and possession of the Property to the Developer under a quit claim deed, as set forth above. The conveyance of title pursuant to the quit claim deed shall be subject to all of the conditions, covenants, restrictions and limitations imposed by this Agreement.

The Developer shall obtain a commitment for an Owner's Title Insurance Policy issued by Land Title, 2200 County Road C West, Suite 2205, Roseville, MN 55113 (the "Title Company"), naming Developer as the proposed owner-insured of the Property in the amount of the Purchase Price (the "Commitment"). The Commitment shall have a current date as its effective date and shall commit to insure marketable title in Developer, free and clear of all mechanics' lien claims, unrecorded interests, rights of parties in possession or other standard title exceptions, including the deletion of the survey exception should Developer obtain the Survey (as such term is defined herein). The Commitment shall set forth all levied real estate and special assessments. Said Commitment shall have attached copies of all instruments of record which create any easements or restrictions which are referred to in Schedule B of the title commitment. The Developer will be allowed twenty (20) days after receipt of the Commitment to make an examination thereof and to make any objections to the marketability of the title to Property, said objections to be made by written notice to the City, or shall be deemed waived, and shall be included in the quit claim deed as a permitted encumbrance.

If the title to the Property, as evidenced by the Commitment and any survey that the Developer obtains for the Property (at its sole cost and expense) (the "Survey"), together with any appropriate endorsements, does not evidence good and marketable title of record in the City and is not made so by the Date of Closing, Developer may, as its sole recourse, either:

- i. Terminate this Agreement by giving written notice to the City in which event this Agreement shall become null and void and neither party shall have any further rights or obligations; or
 - ii. Elect to accept the title in its then-existing condition by giving written notice to the City, and proceed to Closing, with no reduction in the Purchase Price.
- B. Developer shall determine, in Developer's sole and absolute discretion, at Developer's sole cost and expense, that Developer is satisfied with the results of all soil tests, well tests, building engineering inspections, environmental testing and other testing and due diligence Developer elects to complete in its sole and absolute discretion.
- C. Developer shall have obtained, at Developer's expense, all requisite third party approvals, including any and all governmental approvals (including, without limitation, zoning and land use and approval of the Construction Plans), in form and substance in Developer's sole and absolute discretion, to allow Developer to

construct and operating the Project.

- D. Developer has received final approval of all financing Developer requires, in its sole and absolute discretion, to complete the Minimum Improvements.
- E. These conditions are solely for the benefit of the Developer and may be waived by the Developer. All conditions must be satisfied or waived on or before the Closing, as defined herein. If any such conditions have not been satisfied or waived not less than fifteen (15) days prior to the Closing, then this Agreement may be terminated by either party, by written notice delivered to the other. Waiver of any condition must be in writing and delivered to the non-waiving party.

ARTICLE FOUR

ADDITIONAL PROVISIONS

- 4.01. Platting Requirements.** The Property has already been platted.
 - A. Easements. The Developer shall provide all easements as required by City Code and as directed by the City Engineer.
 - B. Parkland Dedication. Parkland Dedication or payment in lieu of dedication will not be required to be made by Developer, consistent with the conditions and requirements contained in the Hopkins City Code, State statutes, and this Agreement.
- 4.02. Parking and Storage During Construction.** The Developer agrees to provide adequate parking and storage area for workers, equipment, construction materials, or other items associated with the construction of the Minimum Improvements. The Developer shall be responsible for clean-up and restoration of any property related to their use. The Developer shall submit a plan to the City that adequately depicts and defines contractor parking and all construction staging areas. All construction staging areas shall be further delineated on site with appropriate construction fencing.
- 4.03. City's Access.** The Developer hereby grants the City, its agents, employees, officials and contractors a non-revocable license to enter the Property following reasonable notice to Developer to perform all work and inspections deemed appropriate by the City related to the Development Project and the Property.
- 4.04. Attorney Fees.** If either party shall bring suit against the other to enforce the terms of this Agreement, the losing party shall pay to the prevailing party the prevailing party's costs and expenses (including, without limitation, reasonable attorneys' fees and costs) incurred in enforcing performance of this Agreement.
- 4.05. Amendment.** Any amendment to this Agreement must be in writing and signed by both parties.
- 4.06. Assignment.** Prior to the issuance of a Certificate of Completion and Release of Forfeiture

the Developer may not assign any of its obligations under this Agreement without the prior written consent of the City, except to an affiliate of Developer formed to complete the Minimum Improvements.

- 4.07. Agreement to Run with Land.** This Agreement shall be recorded among the land records of Hennepin County, Minnesota. The provisions of this Agreement shall run with the Property and be binding upon the Developer and its assigns or successors in interest. Notwithstanding the foregoing, no conveyance of the Property or any part thereof shall relieve the Developer of its liability for full performance of this Agreement unless the City expressly so releases the Developer in writing.
- 4.08. Representatives Not Individually Liable.** No official, agent or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City on any obligation or term of this Agreement.
- 4.09. Notices and Demands.** Any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

A. As to the Developer:

Footprint Development LLC
1017 Ashland Avenue
St. Paul, MN 55104
Attn: Cody Fischer
Email: cody@footprintdev.com

With a copy to:

Siegel Brill, P.A.
100 Washington Avenue S, Suite 1300
Minneapolis, MN 55401
Attn: Tony Gleekel
Email: tonygleekel@siegelbrill.com

B. As to the City and HRA:

City of Hopkins
1010 1st Street South
Hopkins, MN 55343
Attn: Kersten Elverum
Email: kerverum@hopkinsmn.com

With a copy to:

Kennedy & Graven, Chartered
Fifth Street Towers, Suite 700
150 South Fifth Street
Minneapolis, MN 55402
Attn: Scott J. Riggs
Email: sriggs@kennedy-graven.com

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section 4.09.

4.10. City Ownership of Public Improvements. The Developer expressly acknowledges and agrees that the Public Improvements and all easements and other rights in the Property necessary and related to the City's ownership of the Public Improvements, shall inure to the City upon the Developer's compliance with this Agreement and acceptance by the City of any Public Improvements subdivision.

4.11. Building Permits and Occupancy Permits and Certificate of Completion and Release of Forfeiture. The City issuance of a building permit or an occupancy permit shall be contingent, in part, on the following:

- A. Building Permit. The City shall issue no building permits until the following has occurred to the satisfaction of the City:
 - This Agreement is signed and any required security and required financial assurances, if any, are in place;

- B. Occupancy Permit. The City shall issue no occupancy permits until the following has occurred to the satisfaction of the City:
 - The site grading is completed and approved by the City;
 - All utilities are tested, approved by the City, and in service;
 - All curbing is installed and backfilled;
 - The first lift of bituminous for any parking and access is in place and approved by the City;
 - All non-paved areas are stabilized or proper erosion control measures are in place; and
 - All building permit fees are paid in full.

The City may issue building permits prior to complete installation of utilities and grading. No occupancy permits shall be issued until the Developer has complied with the requirements of this Agreement and these requirements have been approved by the City, unless otherwise authorized in writing by the City. The Developer, in executing this Agreement, assumes all liability and costs for damage or delays, incurred by the City, in the construction of the Public Improvements, caused by the Developer, its employees, contractors, subcontractors, materialmen or agents.

- C. Certificate of Completion and Release of Forfeiture
 - i. Promptly after verification of the completion of the Minimum Improvements in accordance with the provisions of this Agreement relating to the obligations of the Developer to construct such improvements, the City will furnish the Developer with a Certificate of Completion and Release of Forfeiture, in recordable form. The Certificate of Completion and Release of Forfeiture shall be a conclusive determination and conclusive evidence of the

satisfaction and termination of the agreements and covenants in this Agreement with respect to the obligations of the Developer to construct the Minimum Improvements. The Developer shall, at its sole cost and expense, record the Certificate of Completion and Release of Forfeiture in the property records of and for the County.

- ii. If the City shall refuse or fail to provide the Certificate of Completion and Release of Forfeiture in accordance with the provisions of this Section 4.11 the City shall, within ten (10) days after written request by the Developer, provide the Developer with a written statement, indicating in adequate detail in what respects the Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain a Certificate of Completion and Release of Forfeiture.
- iii. The construction of the Minimum Improvements of the 525 Project shall be eligible for review for the issuance of a Certificate of Completion and Release of Forfeiture by the City when the City has issued a Certificate of Occupancy for at least one (1) individual residential unit located in the 525 Project.

4.12. **Ownership of Documents.** The completed reports, drawings, plans, and specifications shall become the property of the City, but reproductions of them in whole or in part may be retained by the Developer or the Consulting Engineer/Architect.

4.13. **Disclaimer of Relationships.** The Developer acknowledges that nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by the Developer or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer.

4.14. **Counterparts.** This Agreement and any related documents may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures using a certified e-signature via Adobe or DocuSign are acceptable for this Agreement and related documents will be accepted with the same effect as original ink-signed “hard copy” versions of such documents. Notwithstanding the foregoing, all documents which are to be recorded must be delivered by the signing party as fully executed and acknowledged (and, if required by applicable law, witnessed) “wet ink” originals.

4.15. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

4.16. **Indemnification.** Notwithstanding anything to the contrary in this Agreement, the City, its

officials, agents, and employees shall not be liable or responsible in any manner to the Developer, Developer's successors or assigns, the Developer's contractors or subcontractors, material suppliers, laborers, or to any other person or persons for any claim, demand, damage, or cause of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance and completion of this Agreement and any Public Improvements. The Developer, and the Developer's successors or assigns, agree to protect, defend and hold the City, and its officials, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including, but not limited to, attorneys' fees, consulting engineering services, and other technical, administrative or professional assistance, except as arising out of the gross negligence or willful misconduct of such parties. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466, or otherwise.

4.17. RESERVED.

4.18. RESERVED.

4.19. Compliance with Existing Laws. The Developer warrants that all work performed pursuant to this Agreement shall be in compliance with existing laws, ordinances, pertinent regulations, standards, and specifications of the City.

4.20. Miscellaneous Provisions.

- A. The Developer represents to the City that the 525 Project and the development of the Property and the subdivision comply with all city, county, state and federal laws and regulations including, but not limited to the following: subdivision ordinances, zoning ordinances and environmental regulations. If the City determines that the subdivision, the 525 Project or the development of the Property does not comply, the City may, at its option, refuse to allow construction or development work on the Property until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.
- B. Third parties shall have no recourse against the City under this Agreement.
- C. An Event of Default by the Developer shall be grounds for denial of building permits, including lots sold to third parties.
- D. Wherever possible, each provision of this Agreement and each related document shall be interpreted so that it is valid under applicable law. If any provision of this Agreement or any related document is to any extent found invalid by a court or other governmental entity of competent jurisdiction, that provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other related document.
- E. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of any

other covenant, agreement, term, or condition, nor does it imply that such covenant, agreement, term or condition may be waived again. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing and signed by the parties. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

- F. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to the City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy .
- G. This Agreement, together with the exhibits hereto, which are incorporated by reference, constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to this Agreement, superseding all prior or contemporaneous proposals, communications, and understandings, whether oral or written, pertaining to the subject matter of this Agreement.
- H. No official, agent or employee of the City shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by the City on any obligation or term of this Agreement.
- I. Data provided to the Developer or received from the Developer under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- J. Unavoidable Delays means delays in the performance of a party's obligations herein, which delays are outside the reasonable control of the party claiming its occurrence, to extent such actual delays are a result of (i) unusually severe or prolonged bad weather, (ii) acts of God, acts of war, civil unrest, terrorism, criminal conduct of third parties, fire or other casualty to the Minimum Improvements, (iii) litigation commenced by third parties, (iv) actions or inactions of any federal, State, or local government unit which directly result in delays, including, but not limited to, a declared emergency under Minnesota Statutes, Chapter 12 or due to pandemic or quarantine restrictions imposed by applicable Law, (v) strikes, or other labor trouble, industry-wide material shortages and delays in delivery, labor shortages; (vi) concealed or unknown site conditions not revealed and not reasonably anticipated prior to the date of this Agreement; (vii) pandemic and outbreaks of Covid-19 and variants thereof; (viii) delays in the delivery of materials for the Minimum Improvements; and/or (ix) other events beyond the party's reasonable control which the party claiming delay.
- K. An amendment to this Agreement must be in writing and will not be effective until it has been approved and executed by the parties. A party to this Agreement may

not assign or transfer any right or obligation hereunder without an assignment agreement executed by the parties and the assignee.

- L. The provisions of this Agreement concerning Indemnification, Compliance with Laws, Compliance with the Minnesota Government Data Practices Act, Audit, Choice of Law and Venue shall survive the expiration or termination of this Agreement.
- M. The provisions of this Agreement shall be severable. If any portion of this Agreement is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of the Agreement.
- N. Any waiver by any party of a breach of any provision of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

4.21. Miscellaneous Conditions and Additional Requirements. The Developer shall satisfy, complete and abide by all requirements set forth in the Authorizing Resolution and all adopted City ordinances (as consistently applied) and resolutions affecting the Property, all of which are incorporated herein by reference as if fully set forth in this Agreement. The Developer shall adequately address non-compliance with the Authorizing Resolution, City Ordinances and Resolutions as may be directed by the City Attorney, the City Engineer or others with review and approval authority for the City.

4.22. Title Work Clean-up. The parties to this Agreement acknowledge that various potential clean-up issues associated with the title work for the Property may need to occur. The City agrees to undertake and endeavor to resolve such issues as may be identified in title work for the Property. The City and Developer agree to cooperate with each other and their representatives regarding any reasonable requests made subsequent to the execution of this Agreement to revise or correct any errors in the title work for the Property and to provide any and all additional documentation deemed necessary by either party to effectuate such revisions or corrections to the title work for the Property.

4.23. Other Development Agreements. Any other development agreements including the Preliminary Development Agreement, affecting the Property are incorporated herein by reference as necessary as if fully set forth herein. In the case of any inconsistencies between such development agreements and this Agreement, the language of this Agreement shall control.

4.24. Estoppel Certificate. Each party, respectively, agrees that at any time and from time to time within ten (10) business days after receipt of a written request by the other party, to execute, acknowledge and deliver to such party a statement in writing certifying: (a) that this Agreement is unmodified and in full force and effect or, if there have been modifications, that the same are in full force and effect as modified and identifying the modifications; (b) that no party is in default under any provisions of this Agreement or, if there has been a default, the nature of such default; (c) that all work to be performed, under this Agreement or any related agreement has been performed or, if not so performed, specifying the work to be performed; and (d) as to any other matter that the requesting party or a prospective mortgagee or other

lender shall reasonably request. It is intended that any such statement may be relied upon by any person, prospective mortgagee of, or assignee of any mortgage, upon such interest. Any such statement on behalf of the City may be executed by the City Manager without City Council approval.

4.25. RESERVED.

4.26. Escrow/Payment of City Costs. The Developer must reimburse the City for its actual costs as follows:

- A. Developer's Escrow to Process the Development Project. The Developer shall provide the City with a \$5,000.00 cash escrow to reimburse the City for its actual costs regarding the following:
 - 1. The preparation and administration of this Agreement and related agreements, the 501 Project, and other related documents, permits, and applications associated with the Project; and
 - 2. Reasonable technical and professional assistance (including but not limited to the cost of City staff time; but excluding any staff time associated with the preparation or assistance with any grant applications and any attorneys' fees incurred in the negotiation of this Agreement) incurred or expended by the City on activities arising out of this Agreement and related undertakings.
- B. Replenishment and Return of the Developer's Escrow. Within ten (10) days of demand by the City, the Developer must pay all City costs that exceed the amount of the established escrow. The City will return all remaining escrow to the Developer after the Project's completion and after the Developer has paid all required City costs and expenses per this Agreement.
- C. Remedy to Recover the City's Costs. If the City does not recover its costs under the provisions of this Agreement, the City may assess the Property in the manner provided by Minnesota Statutes, Chapter 429. The Developer consents to the levy of such special assessments without notice or hearing and waives its rights to appeal such assessments under Minnesota Statutes, Section 429.081. The amount levied, together with the funds deposited with the City under this Agreement, must not exceed the expenses incurred by the City in the completion of the Public Improvements. Further, the City may recover incurred City expenses through service charges, per Minnesota Statutes, Section 415.01, 366.011, and 366.012. Finally, the Developer agrees all such unpaid amounts constitute charges for governmental services that the City may, at its option, collect as a first-in-priority lien on any unsold lots and on any other property the Developer may own in the state pursuant to Minnesota Statutes, section 514.67.
- D. Survivability of Payment of the City's Costs. This Section survives termination of this Agreement and binds the Developer, regardless of the enforceability of other provisions of this Agreement.

ARTICLE V

EVENTS OF DEFAULT

5.01. Events of Default Defined. Each and every one of the following shall be an Event of Default under this Agreement:

- A. Failure by the City or the Developer to proceed to closing on the Development Property after compliance with or the occurrence of all conditions precedent to closing;
- B. Failure by the Developer to commence and complete construction of the Minimum Improvements within eighteen (18) months following the Closing, pursuant to the terms, conditions and limitations of this Agreement, including the timing thereof, unless such failure is caused by an Unavoidable Delay;
- C. Failure by the Developer to pay real estate taxes or special assessments on the Development Property and Minimum Improvements as they become due;
- D. Use by the Developer or others of the Minimum Improvements for purposes other than those contemplated and permitted by this Agreement.
- E. Transfer or Sale of the Development Property or the Minimum Improvements or any part thereof by the Developer in violation of this Agreement and without the prior written permission by the City;
- F. If the Developer shall file a petition in bankruptcy, or shall make an assignment for the benefit of its creditors or shall consent to the appointment of a receiver; or
- G. Failure by either party to observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

5.02. Remedies on Default. Whenever any Event of Default referred to in Section 5.1 of this Agreement occurs, the non-defaulting party may take any one or more of the following actions after providing 30 days written notice to the defaulting party of the Event of Default, but only if the Event of Default has not been cured within said thirty days or, if the Event of Default is by its nature incurable within 30 days, the defaulting party does not provide assurances to the non-defaulting party reasonably satisfactory to the non-defaulting party that the Event of Default will be cured and will be cured as soon as reasonably possible:

- A. Suspend its performance under this Agreement, including refusing to close on the Development Property, until it receives assurances from the defaulting party, deemed adequate by the non-defaulting party, that the defaulting party will cure its default and continue its performance under this Agreement;
- B. Terminate or rescind this Agreement;

- C. If the default occurs prior to completion of the Minimum Improvements, the City may withhold the Certificate of Completion and Release of Forfeiture;
- D. If the default occurs prior to issuance of the Certificate of Completion and Release of Forfeiture, revert title in the name of the City pursuant to Section 5.3 of this Agreement;
- E. Take whatever action, including legal or administrative action, which may appear necessary or desirable to the non-defaulting party to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the defaulting party under this Agreement; and
- F. If the Developer's default occurs prior to the Date of Closing, the City may retain any and all earnest money paid by the Developer pursuant to this Agreement.

5.03. Revesting Interest in the City Upon Happening of Event of Default Subsequent to Conveyance to Developer. In the event that subsequent to conveyance of the Property to the Developer and prior to the issuance of a Certificate of Completion and Release of Forfeiture for the Minimum Improvements:

- A. the Developer, subject to Unavoidable Delays, fails to begin construction of the Minimum Improvements within sixty (60) days after the Closing and such failure to begin construction is not cured within thirty (30) days after written notice from the City to the Developer to do so; or
- B. subject to Unavoidable Delays, the Developer, after commencement of the construction of the Minimum Improvements, fails to complete construction of the Minimum Improvements within eighteen (18) months after the Closing.
- C. the Developer shall fail to pay real estate taxes or assessments on the Development Property when due, or shall place thereon any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal, or discharge, within sixty (60) days after written demand by the City to do so or such longer period, not to exceed ninety (90) days, as may reasonably be necessary to remove said lien or encumbrance; provided, that if the Developer shall first notify the City of its intention to do so, it may in good faith contest any mechanics' or other lien to remain undischarged and unsatisfied during the period of such contest and any appeal, but only if the Developer provides the City with a bank letter of credit or other security in the amount of the lien, in a form reasonably satisfactory to the City, pursuant to which the bank will pay to the City the amount of any lien in the event the lien is finally determined to be valid or, as an alternative to such forms of security, has made a deposit with the district court in the manner provided in

Minnesota Statutes, section 514.10. During the course of such contest, the Developer shall keep the City informed respecting the status of such defense; or

- D. there is, in violation of this Agreement, any transfer of the Development Property to an entity exempt from payment of real estate taxes or any sale of the Property or the Minimum Improvements or any part thereof prior to completion of Minimum Improvements, and such violation shall not be cured within 30 days after written demand by the City to the Developer;

Then the City shall have the right to re-enter and take possession of the Development Property and to terminate and revest in the City the interest of the Developer in the Development Property; provided, however, that any exercise by the City of its rights or remedies hereunder shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way the lien of any mortgage or other encumbrance specifically and previously authorized by the City in writing under this Agreement or any rights or interests provided in this Agreement for the protection of the holders of an approved encumbrance.

Notwithstanding anything to the contrary contained in this Section 5.3 of this Agreement, the City shall have no right to re-enter or retake title to and possession of any part of the Property for which a Certificate of Completion and Release of Forfeiture has been issued.

- 5.04. Acquisition and Development Financing.** The City recognizes that the Developer will obtain financing for the 525 Project from a commercial lender (the "Lender") from time to time for the costs associated with the Minimum Improvements (collectively referred to as the "Development Loan") and, that in order to do so, the Lender may require a mortgage on the Property which is prior to the rights of the City under this Agreement and that the City shall subordinate its Revesting Rights and Interest (including, without limitation, the reverter rights in Section 5.03.). Subordination shall apply to advances, renewals, modifications or replacements of a Development Loan.

The City, pursuant to the terms of a subordination or other agreement will, consent to a Development Loan and the subordination of its Revesting Rights and Interest to such Development Loan and agrees that the Lender of a Development Loan shall have the right, at its option, to cure or remedy any breach or default of the Developer, including any breach or default with respect to construction of the Minimum Improvements, provided the Lender has first expressly assumed the obligations owed by the Developer to the City by written agreement reasonably satisfactory to the City and the Lender, and agrees to complete in the manner provided in the Agreement, the Minimum Improvements for the Property that is subject to the lien of such mortgage. Upon written request of the Lender sent to the City in the manner required by Section 4.09 herein, the City will agree to notify the Lender of any default of the Developer under the terms of this Agreement at the address of the Lender set forth in such written notice. Upon written request of the City, the Lender will agree to notify the City, at the notice address set forth herein, of any default of the Developer under the terms of the Development Loan. To the extent agreed to by the Lender, the City shall have the right, at its option, to cure or remedy any breach or default with respect to a

Development Loan and shall have redemption rights in the event of foreclosure of a Development Loan.

5.05. Resale of Reacquired Development Property; Disposition of Proceeds. Subject to the subordination set forth in Section 5.4, upon the reversioning in the City of title to and/or possession of the Property or any part thereof as provided herein, the City shall, pursuant to its responsibilities under law, use its best efforts to sell the Property or part thereof as soon and in such manner as the City shall find feasible and consistent with the objectives of such law to a qualified and responsible party or parties (as determined by the City) who will assume the obligation of making or completing the Minimum Improvements or such other improvements in their stead as shall be satisfactory to the City in accordance with the uses specified for such Property or part thereof. During any time while the City has title to and/or possession of a parcel obtained by reverter, the City will not disturb the rights of any owner of any housing unit on the Property. Upon resale of the Property, the proceeds thereof shall be applied:

- A. First, to reimburse the City for all costs and expenses incurred by them, including but not limited to salaries of personnel, in connection with the recapture, management, and resale of the Property (but less any income derived by the City from the Property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Property or part thereof (or, in the event the Property is exempt from taxation or assessment or such charge during the period of ownership thereof by the City, an amount, if paid, equal to such taxes, assessments, or charges (as determined by the City assessing official) as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of reversioning of title thereto in the City or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the subject improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the City by the Developer and its successor or transferee; and
- B. Second, to reimburse the Developer, its successor or transferee, up to the amount equal to the amount actually invested by it in making any of the subject improvements on the Development Property or part thereof.
- C. Any balance remaining after such reimbursements shall be retained by the City as its property.

5.06. No Remedy Exclusive. No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or the Developer to

exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Agreement.

- 5.07. No Additional Waiver Implied by One Waiver.** In the event any covenant or agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.
- 5.08. Termination.** This Agreement shall terminate upon the issuance of the Certificate of Completion and Release of Forfeiture, but no such termination shall terminate any indemnification or other rights or remedies arising hereunder due to any Event of Default which occurred and was continuing prior to such termination.

The remainder of this page is left intentionally blank.

IN WITNESS OF THE ABOVE, the parties have caused this Agreement to be executed on the date and year written above.

CITY:

City of Hopkins

By: _____
Patrick Hanlon

Its: Mayor

By: _____
Michael Mornson

Its: City Manager

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ___ day of _____, 2025, by Patrick Hanlon and Michael Mornson, the Mayor and City Manager, respectively, of the City of Hopkins, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

HRA:

Housing and Redevelopment Authority in and for the City of Hopkins

By: _____
Name: Patrick Hanlon
Its: President

By: _____
Name: Michael Mornson
Its: Executive Director

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ___ day of _____, 2025, by Patrick Hanlon and Michael Mornson, the President and Executive Director, respectively, of the Housing and Redevelopment Authority in and for the City of Hopkins, a public body corporate and politic under the laws of the State of Minnesota, on behalf of the corporation.

Notary Public

DEVELOPER:

Footprint Development LLC

By: _____
Name: Cody Fischer
Its: President

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Cody Fischer, the President of Footprint Development LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

**EXHIBIT A
TO PURCHASE AND DEVELOPMENT AGREEMENT**

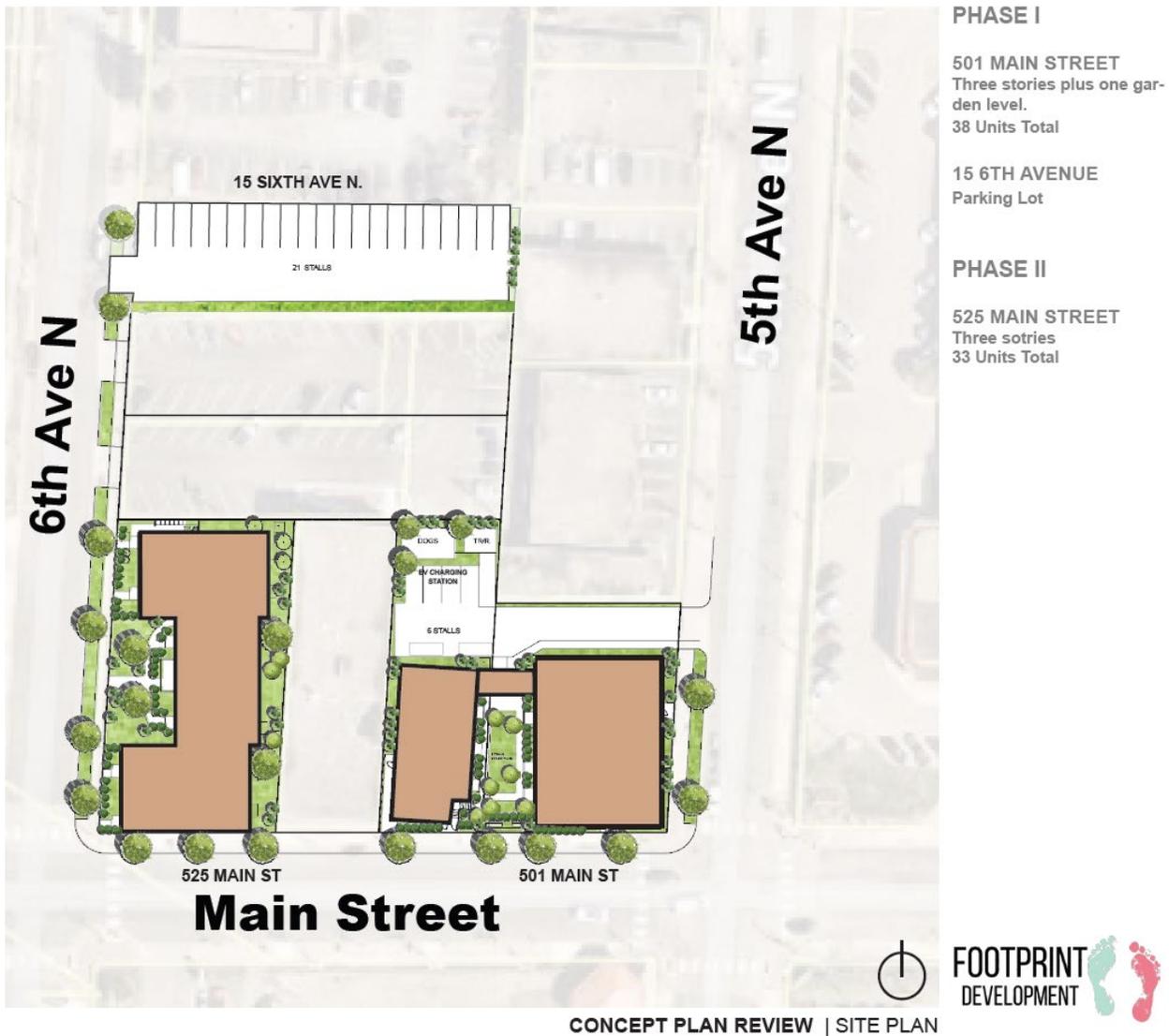
Legal Description of Property

Property:

525 Mainstreet – PID 2411722420166

**EXHIBIT B
TO PURCHASE AND DEVELOPMENT AGREEMENT
DEVELOPMENT SITE CONCEPT PLAN**

The preliminary Concept Plan includes the construction of at least 30 Phius Design Certified housing units and developed on the Property and at least 30 Phius Design Certified housing units and 27 parking stalls on the 501 Parcel and 15 6th Parcel consistent with the representation set forth in the Developer's Request for Proposals (the "RFP") response as set forth and incorporated into Exhibit D.



**EXHIBIT C
TO PURCHASE AND DEVELOPMENT AGREEMENT**

FORM OF QUIT CLAIM DEED

Quit Claim Deed

Deed Tax Due: \$ _____ **ECRV:** _____.
Date: _____, 2025.

FOR VALUABLE CONSIDERATION, City of Hopkins, a municipal corporation under the laws of the State of Minnesota, Grantor, hereby conveys and quitclaims to Footprint Development LLC, a Minnesota limited liability company, under the laws of the State of Minnesota, Grantee, real property in Hennepin County, Minnesota, described on the attached Exhibit A, together with all hereditaments and appurtenances, subject to the documents described on the attached Exhibit B. This Quit Claim Deed shall include the conveyance of any after-acquired interest in the property described on Exhibit B.

Check here if part or all of the land is Registered (Torrens)

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____).
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

CITY OF HOPKINS

By: _____
Patrick Hanlon
Its: Mayor

By: _____
Michael Mornson
Its: City Manager

STATE OF MINNESOTA)
) ss.:
COUNTY OF HENNEPIN)

The foregoing was acknowledged before me this _____ day of _____, 2025, by Patrick Hanlon and Michael Mornson, the Mayor and City Manager, respectively, of the City of Hopkins, a municipal corporation organized under the laws of the State of Minnesota, on behalf of the municipal corporation, Grantor.

NOTARY STAMP

SIGNATURE OF PERSON
TAKING ACKNOWLEDGMENT

This instrument was drafted by:

Kennedy & Graven, Chartered (SJR)
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

Tax Statements should be sent to:

Footprint Development LLC
1017 Ashland Avenue
St. Paul, MN 55104

Exhibit A to Quit Claim Deed

Legal Description

Property:

525 Main Street - PID 2411722420166

Exhibit B to Quit Claim Deed

1. Easements and encumbrances of record;
2. Purchase and Development Agreement dated _____, 2025
and recorded contemporaneously with this deed.

MEMORANDUM

TO: Kersten Elverum – Director of Planning and Development
 FROM: Stacie Kvilvang - Ehlers
 DATE: July 9, 2025
 SUBJECT: Sale of HRA Parcels to Footprint Development – 15 6th Avenue, 501 and 525 Main Avenue

The City received a proposal from Footprint Development (the “Developer”) to acquire the above referenced parcels from the HRA. The HRA purchased the parcels in 2008, 2009 and 2013 for a total of approximately \$1.155 million. The Developer intends to develop approximately 71 rental units in two phases with the first phase comprised of 38 units and the second phase comprised of 33 units. Overall total development costs (TDC) are approximately \$19.1 million (if land is sold for \$1) and the project is expected to commence in the spring of 2026.

Ehlers conducted a review of the developer’s budget and operating pro forma to ensure all development costs, anticipated revenues, and expenditures are represented appropriately. Overall, our conclusion is the development does require a land donation by the HRA for \$1. The table below depicts the proposed sources for the project.

SOURCES			
	Amount	Pct.	Per Unit
First Mortgage	11,797,473	62%	310,460
Hennepin Co. TOD	500,000	3%	13,158
Met Council Predev Grant	300,000	2%	7,895
Hopkins Climate Soultuions Fund	13,000	0%	342
MN Brownfields	20,000	0%	526
DEED	52,800	0%	1,389
Developer Cash	6,449,810	34%	169,732
TOTAL SOURCES	19,133,083	100%	503,502

As noted in the table, the developer is proposing approximately 96% in private financing comprised of permanent financing of 62% (\$11.797 million) and approximately 34% in equity (\$6.449 million). The remaining 4% is coming from other grant sources. If we included the HRA’s original land purchase price and an offsetting land write down in that amount, as shown in the table below the HRA’s contribution to the project would be approximately 6%, which is within the range of what we typically see of 5% to 10%.

SOURCES - WITH LAND WRITE DOWN			
	Amount	Pct.	Per Unit
First Mortgage	11,797,473	58%	166,162
Hennepin Co. TOD	500,000	2%	7,042
Met Council Predev Grant	300,000	1%	4,225
Hopkins Climate Soultuions Fund	13,000	0%	183
MN Brownfields	20,000	0%	282
DEED	52,800	0%	744
Developer Cash	6,449,810	32%	90,842
City Land Write Down	1,155,000	6%	16,268
TOTAL SOURCES	20,288,083	100%	285,748

To determine if a project is “financially feasible”, there are typically two (2) measures of return on investment for this type of use. The first is a cash-on-cash (net cash divided by equity) and the second is a yield-on-cost (NOI divided by TDC). Typical cash-on-cash returns should be 10% and Yield on Cost should be 7% to 7.5%. The project as reviewed, even with the land write down does not achieve these thresholds (3.5% to 5.5% respectively). The Developer is willing to proceed with the project because of their stated mission, the fact that he has lower overhead overall due to the small size of the company and that he hopes he can achieve some savings in final costs.

Recommendations

Based on review of the developer’s pro forma and current market conditions, the proposed development is not reasonably expected to occur without the land write down from the City/HRA. The Developer will not be unduly enriched by receiving the land for \$1 and the City will receive a unique development that meets its goals for the parcels it owns.

Please contact me at 651-697-8506 with any questions.



CITY OF HOPKINS

Planning & Economic
Development

City Council Report 2025-110

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

From: Revée Needham, Community Development Manager

Date: July 15, 2025

Subject: Resolution of Support for Met Council LCDA Grant Application

RECOMMENDED ACTION

MOTION TO approve Resolution 2025-042 supporting an application to the Metropolitan Council's Policy and Program Development grant program.

OVERVIEW

To apply to the Metropolitan Council's Policy and Program Development grant program, the City Council needs to approve a resolution of support.

Policy and Program Development Program

The [Policy & Program Development grant program](#) expands upon the earlier "Policy Development" program to provide support to cities to develop locally adopted policies, programs, or partnerships that influence the physical environment and further both Livable Communities Act (LCA) and Imagine 2050 goals, with an emphasis on equitable development.

Policy & Program Development Goals:

- Remove barriers to producing or preserving affordable housing and/or prevent displacement in areas receiving new investment;
- Support wealth building and economic opportunity for communities of historic and ongoing wealth extraction;
- Minimize climate impact by reducing greenhouse gas emissions and conserving natural resources through housing, land use, and other policies that affect the built environment.

Approximately \$800,000 is available in funding for 2025, with a limit of \$50,000 per City. There was one round of applications earlier in the year, however the Metropolitan Council did not receive any applications. The Metropolitan Council expanded eligible projects to include program or partnership development with the goal of removing barriers to producing or preserving affordable housing. A resolution of support is required to submit an application. There is no local match required for the program.

City of Hopkins Application

The City will be applying for \$50,000 in funding to remove barriers to preserving and producing affordable housing, which will involve hiring a consultant to evaluate the

City's housing stock, demographics and forecasts, analyze the most effective use of affordable housing tools including the Affordable Housing Trust Fund and Local Affordable Housing Aid funds and provide spending recommendations.

SUPPORTING INFORMATION

- Resolution 2025-042

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2025-042

**RESOLUTION IDENTIFYING THE NEED FOR LIVABLE COMMUNITIES
DEMONSTRATION ACCOUNT FUNDING AND AUTHORIZING APPLICATION FOR
POLICY AND PROGRAM DEVELOPMENT GRANT**

WHEREAS, the City of Hopkins is a participant in the Livable Communities Act's Local Housing Incentives Account Program for 2025 as determined by the Metropolitan Council, and is therefore eligible to apply for Livable Communities Demonstration Account funds; and

WHEREAS, the City has identified a proposed project within the City that meets the Demonstration Account's purposes and criteria and is consistent with and promotes the purposes of the Metropolitan Livable Communities Act and the policies of the Metropolitan Council's adopted metropolitan development guide; and

WHEREAS, the City has the institutional, managerial and financial capability to ensure adequate project administration; and,

WHEREAS, the City certifies that it will comply with all applicable laws and regulations as stated in the grant agreement; and,

WHEREAS, the City agrees to act as a legal sponsor the project contained in the grant application submitted on or before July 21, 2025; and,

WHEREAS, the City acknowledges Livable Communities Demonstration Account grants are intended to fund projects or project components that can serve as models, examples or prototypes for development or redevelopment projects elsewhere in the region, and therefore represents that the proposed project or key components of the proposed project can be replicated in other metropolitan-area communities; and,

WHEREAS, only a limited amount of grant funding is available through the Metropolitan Council's Livable Communities Demonstration Account during each funding cycle and the Metropolitan Council has determined it is appropriate to allocate those scarce grant funds only to eligible projects that would not occur without the availability of Demonstration Account grant funding; and,

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Hopkins after appropriate examination and due consideration, hereby:

1. Finds that it is in the best interests of the City's development goals and priorities for the proposed project to occur at this particular time.
2. Finds that the project components for which Livable Communities Demonstration Account funding is sought:

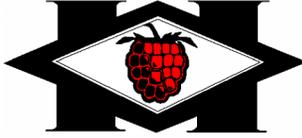
- a. Will not occur solely through private or other public investment within the reasonably foreseeable future; and
 - b. Will occur within two years after a grant award only if Livable Communities Demonstration Account funding is made available for this project at this time.
3. Represents that the City has undertaken reasonable and good faith efforts to procure funding for the project components for which Livable Communities Demonstration Account funding is sought but was not able to find or secure from other sources funding that is necessary for project component completion within two years.
4. Authorizes its City Manager or designee to submit on behalf of the City an application for Metropolitan Council Livable Communities Demonstration Account grant funds for the project component(s) identified in the application, and authorizes the Mayor and City Manager to execute such agreements as may be necessary to implement the project on behalf of the City.

Adopted by the City Council of the City of Hopkins this 15th day of July, 2025.

By: _____
Patrick Hanlon, Mayor

ATTEST:

Amy Domeier, City Clerk



Engineering

CITY OF HOPKINS

City Council Report 2025-117

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

From: Eric Klingbeil, City Engineer

Date: July 15, 2025

Subject: Establishing the Designated Routes for the Municipal State Aid System for the City of Hopkins

RECOMMENDED ACTION

MOTION TO Adopt Resolution 2025-043, Resolution Establishing the Designated Routes for the Municipal State Aid System for the City of Hopkins, MN

OVERVIEW

To maximize funds received from the Highway User Tax Distribution Fund, occasional updates to the Municipal State Aid System in the City are required. With the turnback of Blake Road, additional milage can be added to the State Aid System in Hopkins. There will be no functional changes in any roadway.

SUPPORTING INFORMATION

- System Revision Map
- Resolution 2025-043

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2025-043

**RESOLUTION ESTABLISHING THE DESIGNATED ROUTES FOR THE MUNICIPAL
STATE AID SYSTEM FOR THE CITY OF HOPKINS, MN**

WHEREAS, It appears to the City Council of the City of Hopkins that the roads hereinafter described should be designated Municipal State Aid Streets under the provisions of Minnesota Law;

NOW THEREFORE BE IT RESOLVED, that the streets described as follow, to-wit:

<u>Street</u>	<u>From</u>	<u>To</u>
1 st Street N	9 th Ave N	10 th Ave N

be, and hereby are, located and designated as Municipal State Aid Streets of said City, subject to the approval of the Commissioner of Transportation of the State of Minnesota.

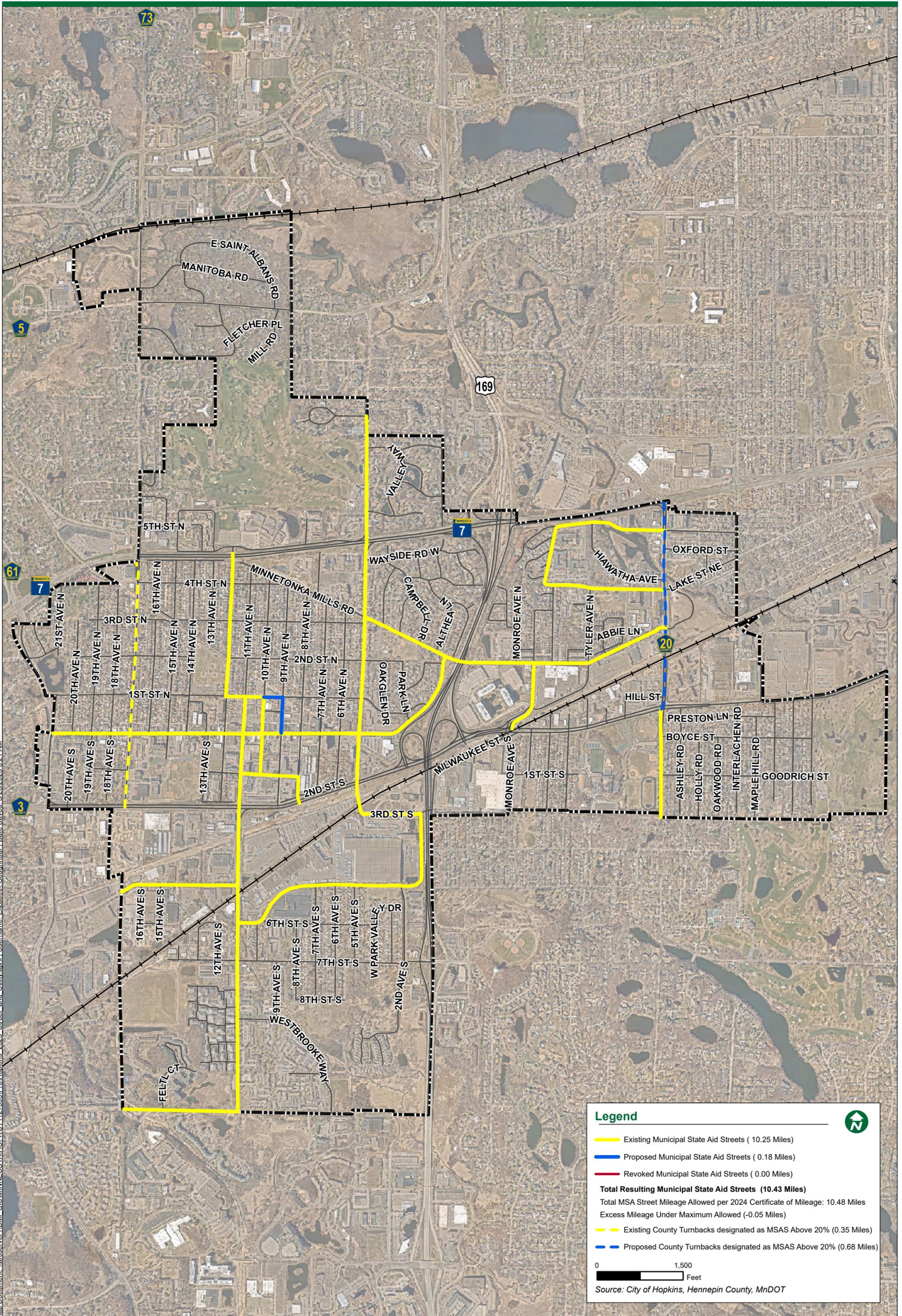
BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to forward two certified copies of this resolution to the Commissioner of Transportation for his/her consideration, and that upon his/her approval of the designation of said roads or portion thereof, that same be constructed, improved, and maintained as a Municipal State Aid Streets of the City of Hopkins.

Adopted by the City Council of the City of Hopkins this 15th day of July 2025

By: _____
Patrick Hanlon, Mayor

ATTEST:

Amy Domeier, City Clerk



Legend

- Existing Municipal State Aid Streets (10.25 Miles)
- Proposed Municipal State Aid Streets (0.18 Miles)
- Revoked Municipal State Aid Streets (0.00 Miles)

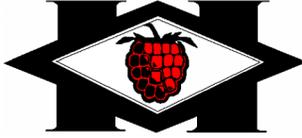
Total Resulting Municipal State Aid Streets (10.43 Miles)
 Total MSA Street Mileage Allowed per 2024 Certificate of Mileage: 10.48 Miles
 Excess Mileage Under Maximum Allowed (-0.05 Miles)

- Existing County Turnbacks designated as MSAS Above 20% (0.35 Miles)
- Proposed County Turnbacks designated as MSAS Above 20% (0.68 Miles)

0 1,500
 Feet

Source: City of Hopkins, Hennepin County, MnDOT

Map Document: \\areserver1\BML_GIS\MINNESOTA\HOPKIN\117595\Proj\Hopkins_2023_Street_and_Utility.aprx | Username: Elizabeth_Goughnour | Date Saved: 5/28/2025 8:21 AM



CITY OF HOPKINS

Public Works

City Council Report 2025-118

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

From: Eric Klingbeil, City Engineer

Date: July 15, 2025

Subject: Award Contract, Well #6 Generator Addition

RECOMMENDED ACTION

MOTION TO Adopt Resolution 2025-044, Resolution Awarding Contract, Well #6 Generator Addition.

OVERVIEW

This project is part of the 2025 CIP that was approved on November 12, 2024. The bid opening May 30, 2025. This project involves installing a generator on-site at Well #6 to ensure power is available to keep our municipal drinking water system operational through extended power outages.

The lone bid was for \$330,000 with a \$10,000 allowance was submitted by Morcon. This was 26% under engineers estimate.

SUPPORTING INFORMATION

- Consultant Recommendation
- Resolution 2025-044

ANALYSIS OF ISSUES

Project Summary

Currently Well #6 is vulnerable to extended power outages. With the addition of this generator, we are able to pump and treat drinking water through power outages. To ensure continued utility service to all of Hopkins.

Bid Results and Analysis

Contractor	Bid
Morecon	\$340,000.00
Engineers Estimate	\$439,425.00

Project Costs

Funding Source	Estimated Cost*
MPCA Community Resiliency Grant	\$312,556
Water Fund	\$27,444
Total	\$340,000

The bid received was significantly lower than the engineers estimate. In addition, Sustainability Staff secured an MPCA Community Resiliency Grant for \$315,369.00 to help offset a majority of the cost of the project.

Project Schedule

Award Contract	June 17, 2025
Begin Project	Summer 2025
Complete Project	Fall 2025

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2025-044

**RESOLUTION FOR AWARD OF CONTRACT
WELL #6 GENERATOR ADDITION**

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Hopkins that the lowest bid of Morcon in the amount of \$340,000.00 is the lowest responsible bid for the Well #6 Generator Addition, and the Mayor and the City Manager are hereby authorized and directed to enter into contract with said bidder for and on behalf of the City.

Adopted by the City Council of the City of Hopkins this 15th day of July, 2025.

By: _____
Patrick Hanlon, Mayor

ATTEST:

Amy Domeier, City Clerk



**BOLTON
& MENK**

Real People. Real Solutions.

7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303-5119

Ph: (763) 433-2851
Fax: (763) 427-0833
Bolton-Menk.com

June 24, 2025

Honorable Mayor Hanlon & Members of the City Council
City of Hopkins
1010 1st Street S
Hopkins, MN 55343

RE: Well No. 6 Generator Addition
City of Hopkins, MN
BMI Project No.: 24X.136958

Dear Mayor and Council:

On May 30, the City received one bid for the generator addition project. The bidder is Morcon Construction Co., Inc. from Fridley, Minnesota, with a bid of \$340,000.

The engineer's estimate was \$439,425 and the bid was 26% lower. Morcon submitted a lump sum bid of \$330,000 with a \$10,000 allowance. Morcon has experience on projects of this scope and complexity for both public and private entities.

With the competitive bid received and Morcon's experience, we recommend awarding this contract to Morcon Construction Co., Inc. in the amount of \$340,000 at the July 15 regular City Council meeting. Please feel free to contact me if you have any questions.

Sincerely,

Bolton & Menk, Inc.

Nick Amatuccio, P.E.

Municipal Project Manager | Principal



Administration

CITY OF HOPKINS

City Council Report 2025-113

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

From: Laila Imihy, AICP – Special Projects and Initiatives Manager

Date: July 15, 2025

Subject: Termination of Lease Agreement for 907 Mainstreet

RECOMMENDED ACTION

MOTION TO execute a termination of lease agreement with the Hopkins Historical Society for the property located at 907 Mainstreet, Hopkins MN 55343

OVERVIEW

[On April 1, 2025](#), the City of Hopkins and the Hopkins Historical Society (HHS) entered into a Memorandum of Understanding which outlined agreed upon terms for the HHS' exit of the property at 907 Mainstreet, which has been leased to them by the City since 2015.

Within that MOU, both parties agreed to terminate the HHS' lease of the property, effective December 31, 2025, through a formal termination of lease agreement.

Tonight, staff requests the council sign the attached termination of lease.

SUPPORTING INFORMATION

- Termination of Lease Agreement

TERMINATION OF LEASE AGREEMENT

THIS TERMINATION OF LEASE AGREEMENT (this “Agreement”) is made and entered into effective as of this 15 day of July 2025, by and between the City of Hopkins, a Minnesota municipal corporation (the “Landlord”) and the Hopkins Historical Society, a Minnesota nonprofit corporation and 501(c)(3) organization dedicated to preserving the objects, documents, and narratives related to the history of Hopkins, Minnesota (the “Tenant”).

RECITALS:

WHEREAS, the Landlord and Tenant entered into a Lease Agreement dated December 15, 2015 (the “Lease”) regarding 907 Mainstreet, Hopkins, MN 55343, as legally described on the attached Exhibit A (the “Property”), which expires on December 15, 2040; and

WHEREAS, the Landlord and Tenant entered into a Memorandum of Understanding dated April 1, 2025 (the “MOU”) under which the parties documented the understanding of the parties as to the roles and responsibilities of each party following the termination of the Lease; and

WHEREAS, pursuant to the MOU, the Landlord has agreed to lease space to Tenant at the Hopkins Activity Center at 33 14th Ave N, Hopkins, MN 55343, and

WHEREAS the parties now desire to terminate the Lease; and

NOW, THEREFORE, the parties agree as follows:

1. TERMINATION OF LEASE. The Lease shall terminate effective December 31, 2025.
2. NO RELEASE OF THE TENANT. Nothing contained herein shall release the Tenant from any obligations under the Lease accruing on or prior to 11:59 p.m. on December 31, 2025.
3. SURRENDER OF PROPERTY. The Tenant shall vacate, remove any items, and surrender the Property no later than December 31, 2025. The Tenant shall provide any keys in its possession to Landlord no later than December 31, 2025. A final walk through and conditions assessment shall be performed with representatives from both Tenant and Landlord to determine if all conditions of this Agreement and the Lease have been satisfied.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year first above written.

CITY OF HOPKINS

HOPKINS HISTORICAL SOCIETY

By: _____
Patrick Hanlon
Its: Mayor

By:  _____
Its: PRESIDENT

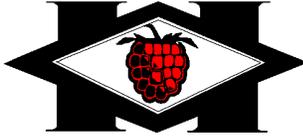
By: _____
Mike Mornson
Its: City Manager

EXHIBIT A

Legal Description of the Property

Lots 11 and 12, Block 68, West Minneapolis, Second Division. EXCEPT that part of Lot 11, Block 68, West Minneapolis, Second Division lying East of a line through said Lot 11 described as follows: Commencing at a point in the North line of said Lot 11 distant 30.97 feet West of the Northeast corner, thence Southerly a distance of 105.09 feet to a point 25.88 feet West of the East line of said Lot 11, thence Southerly to a point in the South line of said Lot 11 distant 25.88 feet West of the Southeast corner of said Lot 11 and there ending. ALSO EXCEPT that part of Lot 12, Block 68, West Minneapolis, Second Division lying West of a line through said Lot 12, described as follows: Commencing at a point in the North line of Lot 12 20.91 feet East of the Northwest corner of Lot 12; thence Southerly a distance of 105.09 feet to a point 26.0 feet East of the West line of Lot 12; thence Southerly to a point in the South line of Lot 12, 26.0 feet East of the Southwest corner of said Lot 12 and there ending, Hennepin County, Minnesota.

Abstract Property



CITY OF HOPKINS

City Council Report 2025-111

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

From: Ryan Krzos, City Planner

Date: July 15, 2025

Subject: Second Reading of an Ordinance Amendment Clarifying Cannabis Retail Regulations

RECOMMENDATION

The City Council is asked to, by motion adopt for second reading, Ordinance 2025-1228 Amending the Hopkins City Code clarifying cannabis retail regulations.

REQUEST

The proposed ordinance changes are based on aligning the City Code language with amendments to the Cannabis Act enacted this past legislative session as well as one change amending the date of which the city will determine when a buffer is established. The Ordinance is substantively unchanged from the first reading conducted at the June 17, 2025 City Council meeting. However, Staff added a section to the ordinance allowing for a summary publication, which is allowed in lieu of publishing the complete ordinance.

NEXT STEPS

If approved for a second reading, a summary of the ordinance will be published in the City's official paper, as is required to make it effective.

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

ORDINANCE 2025-1228

**AN ORDINANCE AMENDING THE HOPKINS CITY CODE CLARIFYING CERTAIN
REGULATIONS RELATED TO CANNABIS AND HEMP BUSINESSES**

THE CITY COUNCIL OF THE CITY OF HOPKINS HEREBY ORDAINS:

SECTION 1. Amending Chapter 10, Article XVIII of the Hopkins City Code by adding the following underlined text and deleting ~~stricken~~ material, as follows:

ARTICLE XVIII. – CANNABIS AND HEMP BUSINESSES

Sec. 10-650. - Findings and Purpose

The City of Hopkins makes the following legislative findings: The purpose of this ordinance is to protect the public health, safety, welfare in the City by implementing regulations pursuant to Minnesota Statutes, chapter 342 related to cannabis and hemp businesses within the City. The City finds and concludes that these regulations are appropriate and lawful, that the proposed amendments will promote the community's interest in reasonable stability in the development and redevelopment of the City for now and in the future, and that the regulations are in the public interest and for the public good.

Sec. 10-651. - Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this article, except where the context clearly indicates a different meaning. Additionally, the words and phrases used in this article which are defined in Minnesota Statutes, Section 342.01 and the rules promulgated pursuant to Minnesota Statutes, Chapter 342, shall have the meanings ascribe to them in those statutes and rules.

Applicant means an entity with a license, preliminary license approval, or endorsement, or other applicable written approval issued by the OCM that is applying for an initial registration or for registration renewal.

The Act means Minnesota Statutes, Chapter 342, as ~~it~~ may be amended from time to time.

Cannabis Business has the same meaning as defined in Minnesota Statutes, section 342.01.

Cannabis Retailer means a business with a cannabis retailer license, preliminary license approval, or, cannabis retail endorsement, or other applicable written approval from OCM.

OCM means the Minnesota Office of Cannabis Management.

Park Feature means an attraction within a public park that is regularly used by minors, including a playground or athletic field.

Potential Licensee means an entity that has not received a license from the OCM and is seeking a pre-license zoning certification.

Retailer means every business that is licensed under the Act and required to register with the city under Minnesota Statutes, section 342.22, including cannabis businesses and lower-potency hemp edible retailers.

School means a public school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, 13, and 17, or a nonpublic school, or church or religious organization in which a child is provided instruction in compliance with this section and section 120A.24, but does not include a home school.

Sec. 10-652. - Pre-License Zoning Certification of Cannabis Businesses

- (a) The City Manager, or designee, is authorized to certify whether a proposed cannabis business complies with the city's zoning ordinances, this article, and if applicable, with state fire code and building code pursuant to Minnesota Statutes, section 342.13.
- (b) Potential licensees are responsible for obtaining all necessary zoning approvals prior to the city receiving the request for certification from the OCM. If a potential licensee fails to obtain necessary zoning approvals prior to the city receiving a request for certification, the city will inform the OCM that the potential licensee does not meet zoning and land use laws. If, at the time the city receives a request for zoning certification, there are no further intended alterations to the building where the business is to be conducted, the city will also certify compliance with building and fire code regulations, provided that the potential licensee has obtained inspections prior the city's receipt of a request for certification from the OCM. Building and fire code inspections will be valid for 1 year from completion.

Sec. 10-653 Distance Requirements

- (a) The city prohibits the establishment and operation of a cannabis retailer within the following buffer zones:
 - 350 from a school
 - 350 feet from an attraction with a park feature
 - 500 feet from another cannabis retailer

- (b) The buffers in this section will be measured from the potential licensee's proposed business location based on the location of schools, park features, and cannabis retailers on the earlier of the date the city receives the request from the OCM for certification pursuant to section 10-652 that is ultimately successful or the date the city receives a complete application for a retail registration pursuant to section 10-654. Buffer distances will be measured from the property line of the proposed cannabis retailer to the property line of a school or cannabis retailer, and the border line of a park feature.
- (c) Nothing in this section shall prohibit a cannabis retailer from continuing to operate at the same location if a school or park feature establishes within the buffer zone.

Sec. 10-654. - Retailer Registration

- (a) *Retail Registration Required.* Before making retail sales to customers or patients, a retailer must register with the city. Making retail sales to customers or patients without an active registration is prohibited. Subject to Minn. Stat. 342.22, subd. 5(e) the city may impose a civil penalty, as specified in the city's fee schedule, for making a sale to a customer or patient without a valid registration from the city and a valid license from the OCM.
- (b) *Cannabis Retail Registration Limits.*
 - (1) The city will issue three (3) registrations to cannabis retailers.
 - (2) Registrations issued to businesses with a cannabis retailer license, preliminary license approval, or other applicable written approval from the OCM preapproval will count toward the city's registration limit.
- (c) *Processing Registrations.*
 - (1) Applications will be processed on a first-come, first-served basis based on the city receiving a complete application. Applications will be considered complete when all materials in Section 10-654 (d) are received by the city and include all required information and the require registration or renewal fee is received
 - (2) The date a certification under Section 10-652 is issued will have no impact on the applicant's registration processing.
- (d) *Application.* The applicant must submit a registration application or renewal form provided by the city. The form may be amended from time to time by the City Clerk, but must include or be accompanied by:
 - (1) Name of the property owner.
 - (2) Name of the applicant.

- (3) Address and parcel ID for the property for which the registration is sought.
 - (4) Certification that the applicant complies with the requirements of this article.
 - (5) *Fee Required.* At the time of initial application, and prior to the city's consideration of any renewal application, each Retailer must pay fees or initial registration and renewal as established in the city's fee schedule. Initial registration fees and renewal registration fees are nonrefundable.
 - (6) Proof of taxes, assessments, utility charges or other financial claims of the city or the state are current for both the applicant and the proposed location.
 - (7) A copy of a valid state license, preliminary license approval, or other applicable written approval from the notice of OCM license preapproval.
- (e) *Preliminary Compliance Check.* Prior to issuing any retail registration, the city shall conduct a preliminary compliance check to ensure compliance with this article and any other regulations established pursuant to Minnesota Statutes, section 342.13.
- (f) *Reasons for Denial.* The city shall not issue a registration or renewal if any of the following conditions are true:
- (1) The applicant has not submitted a complete application.
 - (2) The applicant does not comply with the requirements of this article.
 - (3) The applicant does not comply with applicable zoning and land use regulations.
 - (4) The applicant is found to not comply with the requirements of the Act or this article at the preliminary compliance check.
 - (5) The applicant is not current on all property taxes and assessments at the location where the retailer is located.
 - (6) The maximum number of registrations, pursuant to Section 10-654 (b), have been issued by the city.
 - (7) The applicant does not have a valid license, preliminary license approval, or other applicable written approval from the OCM.
- (g) *Issuing the Registration or Renewal.* The city shall issue the registration or renewal if the Retailer meets the requirements of this article, including that none of the reasons for denial in Section 10-654 (f) are true.

(h) *Nontransferable.* A registration is not transferable to another person, entity, or location.

(i) *Registration Enforcement.*

(1) *Generally.* The city council may impose a fine or suspend a registration under this article on a finding that the registered business has failed to comply with the requirements of this article or any applicable statute or regulation.

(2) *Notice and Right to Hearing.* Prior to imposing a fine or suspending any registration under this article, the city shall provide the registered business with written notice of the alleged violations and inform the registered business of his or her right to a hearing on the alleged violation.

a. Notice shall be delivered in person or by regular mail to the address of the registered business and shall inform the registered business of its right to a hearing. The notice will indicate that a response must be submitted within ten (10) business days of receipt of the notice, or the right to a hearing will be waived.

b. The registered business will be given an opportunity for a hearing before the city's hearing officer before final action to fine or suspend a registration. Provided, the registered business has submitted a written application for appeal within 10 business days after the notice was served. The hearing officer shall give due regard to the frequency and seriousness of the violations, the ease with which such violations could have been cured or avoided and good faith efforts to comply and shall issue a decision to fine or suspend the registration only upon written findings. Within ten (10) business days of the hearing officer's order, the decision may be appealed to the city council.

c. If no request for a hearing is received within ten (10) business days following the service of the notice, the matter shall be submitted to the city council for imposition of the fine or suspension of the registration.

(3) *Emergency.* If, in the discretion of the City Manager, a registered business poses an imminent threat to the health or safety of the public, the City Manager may immediately suspend the registration and provide notice of the right to hold a subsequent hearing as prescribed in part (2) of this section.

(4) *Reinstatement.* The city may reinstate a registration if it determines that the violations have been resolved. The city shall reinstate a registration if the OCM determines the violations have been resolved.

Sec. 10-655. - Compliance Checks

The city shall complete at minimum one compliance check per calendar year of every registered business to assess if the business meets age verification requirements, as required under Minn. Stat. 342.22, subd. 4(b), and any applicable cannabis or hemp regulations adopted by the city.

Age verification compliance checks shall involve persons at least 17 years of age but under the age of 21 who, with the prior written consent of a parent or guardian if the person is under the age of 18, attempt to purchase adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products under the direct supervision of a law enforcement officer or an employee of the city.

Any failures under this section are a basis for enforcement action and must be reported to the OCM.

Sec. 10-656. - Hours of Operation. Cannabis Retailers may only make retail sales of cannabis, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products between the hours of 8:00am-10:00pm Monday-Saturday; and 10:00am-10:00pm on Sunday.

Sec. 10-657. - Cannabis Business Complaints

The City Manager is authorized to make complaints to the OCM related to any cannabis business the city believes is in violation of the act or the administrative rules adopted pursuant thereto. The City Manager is also authorized to file a complaint against a cannabis business that poses an immediate threat to the health or safety of the public and request immediate action by the OCM.

Sec. 10-658. - Penalties Administration and Enforcement

Any violation of the provisions of this article or failure to comply with any of its requirements constitutes a misdemeanor and is punishable as defined by law. Each day each violation continues or exists, constitutes a separate offense. Violations of this ordinance can occur regardless of whether or not a permit is required for a regulated activity listed in this ordinance. Violations of this article may also be addressed under City Code, Chapter 2, Article VII – Administrative Penalties.

Violation of this article shall be grounds for enforcement against any business license issued by the City of Hopkins.

Sec. 10-659. - Severability

If any section, clause, provision, or portion of this article is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this art shall not be affected thereby.

SECTION 2. In accordance with Section 3.03 of the City Charter and Minn. Stat. § 412.191, subd. 4, due to the significant length of this Ordinance, City staff shall have the following summary printed in the official City newspaper in lieu of the complete ordinance:

On July 15, 2025, the Hopkins City Council adopted Ordinance 2025-1228 that amends Chapter 10, Article XVIII of the Hopkins City Code. The purpose of amending the City Code is to align the City Code language with amendments to the Cannabis Act enacted this past legislative session. The change would specify that the city may issue a registration to businesses with a license or preliminary license approval. An additional change is to the date of which the city will determine when a buffer is established.

A printed copy of the ordinance is available for inspection during regular business hours at Hopkins City Hall and is available online at the City’s web site located at www.hopkinsmn.com.

SECTION 3. EFFECTIVE DATE. The effective date of this ordinance shall be the date of publication.

First Reading:	June 17, 2025
Second Reading:	July 15, 2025
Date of Publication:	July 24, 2025
Date Ordinance Takes Effect:	July 24, 2025

By:

Patrick Hanlon, Mayor

ATTEST:

Amy Domeier, City Clerk



Finance Department

CITY OF HOPKINS

City Council Report 2025-121

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

From: Nick Bishop, Finance Director

Date: July 15, 2025

Subject: Ratify Checks Issued JUNE 2025

RECOMMENDED ACTION

MOTION TO Ratify Checks issued between May 29, 2025 and July 9, 2025 with numbers 138987 thru 139363 for total distribution of 2,866,576.21.

This section ONLY includes the motion.

OVERVIEW

The checks issues, 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.

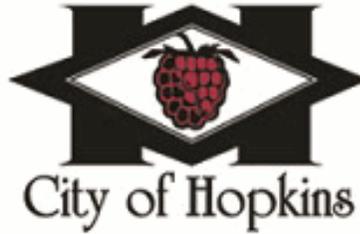
SUPPORTING INFORMATION

- Check Register

Accounts Payable

Checks by Date - Summary by Check Date

User: mschrick@hopkinsmn.com
Printed: 7/10/2025 9:31 AM



1010 First Street South
Hopkins, MN 55343

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

Check No	Vendor No	Vendor Name	Check Date	Check Amount
138987	UB*01084	1321 7TH ST LLC	05/29/2025	30.00
138988	29535	ADVANCED ENGINEERING	05/29/2025	2,173.50
138989	32028	ASCEN TEK INC	05/29/2025	67.75
138990	UB*01076	MOLLY BAHNEMAN	05/29/2025	68.81
138991	31728	BEAR ISLE LLC	05/29/2025	164.05
138992	02323	BITUMINOUS ROADWAYS, INC	05/29/2025	99,600.00
138993	02563	BOLTON & MENK, INC	05/29/2025	10,407.10
138994	UB*01083	BRIDGE INVESTMENTS LLC	05/29/2025	47.88
138995	03160	CENTERPOINT ENERGY MINNEGASC	05/29/2025	35.51
138996	26951	COMCAST	05/29/2025	404.93
138997	26951	COMCAST	05/29/2025	15.12
138998	26951	COMCAST	05/29/2025	15.12
138999	26951	COMCAST	05/29/2025	2.16
139000	32035	LORI CULLEN	05/29/2025	70.00
139001	01523	EARL F. ANDERSEN, INC	05/29/2025	247.30
139002	29035	EDEN PRAIRIE POLICE DEPT	05/29/2025	450.96
139003	30431	EHLERS INVESTMENT PARTNERS LLC	05/29/2025	11,737.50
139004	06008	FASTENAL CO	05/29/2025	99.09
139005	28621	FENC-CO INC	05/29/2025	52,760.25
139006	06567	FORCE AMERICA	05/29/2025	440.00
139007	32033	LYNN FOSKETT PIERSON	05/29/2025	196.00
139008	07185	GENUINE PARTS	05/29/2025	303.40
139009	31818	KAREN GREER	05/29/2025	150.00
139010	32030	GREYSTONE CONSTRUCTION COMPA	05/29/2025	10,000.00
139011	08001	HACH COMPANIES	05/29/2025	194.54
139012	31143	SARA HALPERN	05/29/2025	250.00
139013	08038	HAWKINS, INC	05/29/2025	1,948.62
139014	08170	HENNEPIN CTY FIRE CHIEFS ASSN	05/29/2025	200.00
139015	08627	HOME DEPOT CREDIT SERVICES	05/29/2025	572.27
139016	09539	INTERNATIONAL CODE COUNCIL	05/29/2025	170.00
139017	09002	I-STATE TRUCK CENTER	05/29/2025	125.88
139018	32032	TIMOTHY F JACOBS	05/29/2025	227.50
139019	10172	JEFFERSON FIRE & SAFETY	05/29/2025	1,625.00
139020	30320	KIESLERS POLICE SUPPLY INC	05/29/2025	5,995.80
139021	12200	LHB INC	05/29/2025	5,530.00
139022	31895	LIFE-ASSIST	05/29/2025	375.18
139023	30165	THOMAS LORENTZ	05/29/2025	500.00
139024	UB*01080	DAVID LOVE JORGENSEN	05/29/2025	38.39
139025	13012	MACQUEEN EQUIPMENT INC	05/29/2025	1,974.24
139026	31815	MANSFIELD SERVICE PARTNERS LLC	05/29/2025	17,613.88
139027	31505	MARTIN MARIETTA MATERIALS INC	05/29/2025	3,123.73
139028	31305	MARY MCCALLUM	05/29/2025	120.00
139029	13167	MENARDS	05/29/2025	34.44
139030	04521	MEYER INK SCREEN PRINTING & EM	05/29/2025	132.00
139031	31767	MGMT FIVE INC	05/29/2025	2,325.67
139032	13275	MICRO CENTER	05/29/2025	132.92
139033	30888	MIDWEST FENCE & MFG COMPANY	05/29/2025	14,352.00

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139034	13412	MN TROPHIES & GIFTS	05/29/2025	15.74
139035	13760	MTI DISTRIBUTING INC	05/29/2025	635.05
139036	UB*01082	JURGEN MURSCH	05/29/2025	76.52
139037	UB*01078	NJE HOLDINGS LLC	05/29/2025	17.44
139038	31799	OMODT & ASSOCIATES CRITICAL CO	05/29/2025	787.50
139039	31782	ORACLE AMERICA INC	05/29/2025	420.00
139040	UB*01074	OUTLIER PROPERTIES LLC	05/29/2025	169.48
139041	UB*01075	THADDEUS PASKEY	05/29/2025	105.94
139042	31791	MARY PAULSON	05/29/2025	210.00
139043	UB*01079	RILEY PETERSON	05/29/2025	75.92
139044	UB*01073	MONICA POST	05/29/2025	65.39
139045	04573	QUALITY RESOURCE GROUP INC	05/29/2025	115.32
139046	19117	SCHERER BROS. LUMBER CO.	05/29/2025	45.96
139047	32013	JANA SHEEDY	05/29/2025	22.89
139048	19730	STERICYCLE INC	05/29/2025	91.44
139049	UB*01077	JOHN TIMMERS	05/29/2025	108.33
139050	UB*01081	RICHARD A VAN SICKLE	05/29/2025	3.83
139051	32034	LISA VAN WYK	05/29/2025	175.00
139052	29473	VERIZON WIRELESS	05/29/2025	506.30
139053	30017	VERIZON WIRELESS	05/29/2025	2,007.01
139054	31095	ROXANNE WOLFE	05/29/2025	84.00
139055	32029	ZEF ENERGY INC	05/29/2025	100.00
139056	26320	ZIEGLER, INC	05/29/2025	2,148.41
Total for 5/29/2025:				255,035.96
139057	31402	AARDVARK	06/06/2025	3,941.25
139058	30281	ACTIVE NETWORK LLC	06/06/2025	3,553.94
139059	01125	ADT SECURITY SERVICES	06/06/2025	9.54
139060	28422	ADVANCED IMAGING SOLUTIONS	06/06/2025	4,319.03
139061	28427	ADVANCED IMAGING SOLUTIONS	06/06/2025	626.00
139062	01328	AIRGAS USA	06/06/2025	98.27
139063	30933	ANCHOR SOLAR INVESTMENTS LLC	06/06/2025	3,730.72
139064	20883	API GARAGE DOOR INC	06/06/2025	1,004.00
139065	29817	GARY BINGER	06/06/2025	4,200.00
139066	02563	BOLTON & MENK, INC	06/06/2025	84,130.72
139067	03160	CENTERPOINT ENERGY MINNEGASC	06/06/2025	21.77
139068	26951	COMCAST	06/06/2025	286.85
139069	26951	COMCAST	06/06/2025	10.80
139070	26951	COMCAST	06/06/2025	232.97
139071	28747	CULLIGAN BOTTLED WATER CO	06/06/2025	274.35
139072	28893	DATA PRACTICES OFFICE	06/06/2025	1,250.00
139073	32042	NANCY DOLAN	06/06/2025	45.50
139074	28898	ECM PUBLISHERS INC	06/06/2025	1,122.50
139075	05282	EHLERS AND ASSOCIATES, INC	06/06/2025	12,165.00
139076	29430	ELECTRICAL PRODUCTION SERVICES	06/06/2025	19,788.00
139077	05483	EMBEDDED SYSTEMS, INC	06/06/2025	899.46
139078	30330	FAE LSE 6 LLC	06/06/2025	6,969.57
139079	29491	FERGUSON WATERWORKS #2518	06/06/2025	14,710.75
139080	32038	FREEDOM MECHANICAL LLP	06/06/2025	281.20
139081	30549	FRONTLINE PUBLIC SAFETY SOLUTIO	06/06/2025	1,823.26
139082	29377	GRAINGER, INC	06/06/2025	591.78
139083	32031	JOTHNSNA HARRIS	06/06/2025	3,450.00
139084	08179	HENNEPIN CTY TREASURER	06/06/2025	1,484.00
139085	27248	HENNEPIN CTY TREASURER	06/06/2025	2,886.00
139086	08336	HIRSHFIELDS	06/06/2025	149.94
139087	08576	HOPKINS F.D. RELIEF ASSOC	06/06/2025	690.00

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139088	08576	HOPKINS F.D. RELIEF ASSOC	06/06/2025	150.00
139089	29345	IMPACT MAILING OF MN	06/06/2025	2,633.91
139090	09578	INNOVATIVE OFFICE SOLUTIONS LLC	06/06/2025	1,423.61
139091	30269	JANELLE JASPERS JONES	06/06/2025	360.00
139092	29465	KLEIN UNDERGROUND	06/06/2025	2,563.00
139093	32039	KRISTYN LEIGH	06/06/2025	75.00
139094	30023	CIGNA LIFE INS COMP OF N AMERICA	06/06/2025	4.85
139095	31895	LIFE-ASSIST	06/06/2025	83.03
139096	13167	MENARDS	06/06/2025	187.23
139097	13275	MICRO CENTER	06/06/2025	110.04
139098	13354	MN BENEFIT ASSOCIATION	06/06/2025	84.18
139099	13412	MN TROPHIES & GIFTS	06/06/2025	15.74
139100	31839	KRISTINA NESSE	06/06/2025	50.00
139101	29437	NORTH AMERICAN SAFETY	06/06/2025	2,587.50
139102	31452	NOW MICRO INC	06/06/2025	9,220.00
139103	31796	DAVID OSTLUND	06/06/2025	520.00
139104	32041	DOUGLAS OUDEKERK	06/06/2025	140.00
139105	15880	OWENS SERVICE CORP- CHEMTEX	06/06/2025	960.00
139106	30199	PULSE ELECTRIC	06/06/2025	1,380.00
139107	17806	QWEST CORP	06/06/2025	198.00
139108	30119	ROBERT W. REUTIMAN, JR.	06/06/2025	150.00
139109	19520	SNAP PRINT INC	06/06/2025	63.87
139110	32040	CHRISTOPHER SOASH	06/06/2025	280.00
139111	19602	SPS COMPANIES INC	06/06/2025	296.63
139112	20120	TDS METROCOM - MN	06/06/2025	90.97
139113	30093	TRANSUNION RISK AND ALTERNATIV	06/06/2025	220.20
139114	31688	TRIMBLE INC	06/06/2025	128.00
139115	29466	VERIZON WIRELESS	06/06/2025	1,257.81
139116	29475	VERIZON WIRELESS	06/06/2025	105.03
139117	31282	WINCAN LLC	06/06/2025	5,300.00
139118	25080	XCEL ENERGY	06/06/2025	138.03
139119	25080	XCEL ENERGY	06/06/2025	49.42
139120	25080	XCEL ENERGY	06/06/2025	14.99
139121	25080	XCEL ENERGY	06/06/2025	52.50
139122	25080	XCEL ENERGY	06/06/2025	45.16
139123	25080	XCEL ENERGY	06/06/2025	27.69
139124	25080	XCEL ENERGY	06/06/2025	42.15
139125	25080	XCEL ENERGY	06/06/2025	8,968.88
139126	25080	XCEL ENERGY	06/06/2025	56.67
139127	25080	XCEL ENERGY	06/06/2025	148.78
139128	25080	XCEL ENERGY	06/06/2025	45.52
Total for 6/6/2025:				214,975.56
139129	31117	ACUITY SPECIALTY PRODUCTS INC	06/12/2025	1,830.73
139130	02047	BADGER METER INC	06/12/2025	95.53
139131	27839	BATTERIES R US	06/12/2025	39.99
139132	31728	BEAR ISLE LLC	06/12/2025	6,766.31
139133	27782	BOUND TREE MEDICAL LLC	06/12/2025	26.68
139134	27822	BRADS PRO AUDIO	06/12/2025	550.00
139135	32045	THOMAS BROWN	06/12/2025	4,877.40
139136	26976	BUCKEYE INTERNATIONAL INC	06/12/2025	336.15
139137	31990	BUILDING ASSETS LLC	06/12/2025	346.73
139138	31400	BZDOK INSPECTIONS INC	06/12/2025	735.00
139139	31816	CAR WASH PARTNERS LLC	06/12/2025	333.20
139140	31568	CARE RESOURCE CONNECTION	06/12/2025	1,250.00
139141	31267	CINTAS CORPORATION	06/12/2025	830.40

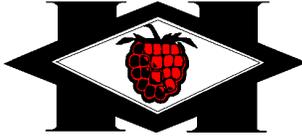
Check No	Vendor No	Vendor Name	Check Date	Check Amount
139142	03324	CITY OF GOLDEN VALLEY	06/12/2025	652.43
139143	03330	CITY OF PLYMOUTH	06/12/2025	2,133.51
139144	26951	COMCAST	06/12/2025	255.70
139145	31032	COVERALL NORTH AMERICA	06/12/2025	5,965.00
139146	28747	CULLIGAN BOTTLED WATER CO	06/12/2025	129.00
139147	31603	ELEVATOR SERVICE HOLDINGS LLC	06/12/2025	405.00
139148	29006	ENTERPRISE FLEET MANAGEMENT	06/12/2025	4,369.62
139149	06008	FASTENAL CO	06/12/2025	69.35
139150	07564	GOPHER STATE ONE-CALL, INC	06/12/2025	346.95
139151	29377	GRAINGER, INC	06/12/2025	414.12
139152	08001	HACH COMPANIES	06/12/2025	647.87
139153	08038	HAWKINS, INC	06/12/2025	5,605.08
139154	30786	HEALTH PARTNERS	06/12/2025	288.00
139155	08166	HENNEPIN CTY TREASURER	06/12/2025	5,251.67
139156	08166	HENNEPIN CTY TREASURER	06/12/2025	291.30
139157	31838	HOME INSTEAD #230	06/12/2025	195.00
139158	31473	INVICTI SECURITY CORP	06/12/2025	4,500.00
139159	11327	KILLMER ELECTRIC CO INC	06/12/2025	3,210.94
139160	12017	LAKE RESTORATION INC	06/12/2025	450.00
139161	29529	LEXISNEXIS RISK SOLUTIONS	06/12/2025	102.49
139162	30145	ZACH LUNDBERG	06/12/2025	650.00
139163	13160	MEDICINE LAKE TOURS	06/12/2025	2,790.00
139164	13167	MENARDS	06/12/2025	432.11
139165	13275	MICRO CENTER	06/12/2025	111.78
139166	31692	MID AMERICA METER INC	06/12/2025	65.00
139167	27324	MIDWEST OVERHEAD CRANE	06/12/2025	1,334.83
139168	30363	MINNEAPOLIS OXYGEN COMPANY	06/12/2025	107.37
139169	13375	MN DEPT OF HEALTH	06/12/2025	8,582.00
139170	28599	MN PUBLIC RADIO	06/12/2025	833.00
139171	14011	NATIONAL LEAGUE OF CITIES	06/12/2025	1,752.00
139172	15880	OWENS SERVICE CORP- CHEMTEX	06/12/2025	2,908.07
139173	29051	PAINTERS GEAR	06/12/2025	478.74
139174	27080	PEAK HEATING & COOLING INC	06/12/2025	59,569.00
139175	30578	PETERSON SALT & WATER TREATMENT	06/12/2025	278.10
139176	27224	PPG ARCHITECTURAL FINISHES	06/12/2025	89.97
139177	30199	PULSE ELECTRIC	06/12/2025	802.00
139178	04573	QUALITY RESOURCE GROUP INC	06/12/2025	57.42
139179	17806	QWEST CORP	06/12/2025	65.25
139180	31110	REACH SPORTS MARKETING GROUP	06/12/2025	350.00
139181	18327	REINDERS INC	06/12/2025	425.45
139182	31120	REPUBLIC SERVICES INC	06/12/2025	39,130.72
139183	29384	SITEONE LANDSCAPE SUPPLY	06/12/2025	136.74
139184	19520	SNAP PRINT INC	06/12/2025	1,104.29
139185	19602	SPS COMPANIES INC	06/12/2025	244.30
139186	19777	STREICHERS	06/12/2025	292.96
139187	31163	SYLVA CORPORATION INC	06/12/2025	13,176.00
139188	29254	TARGETSOLUTIONS LEARNING LLC	06/12/2025	3,988.44
139189	32044	KATY TESSMAN	06/12/2025	750.00
139190	29729	T-MOBILE USA, INC.	06/12/2025	165.00
139191	20560	TOLL GAS & WELDING SUPPLY	06/12/2025	81.84
139192	30506	TONKADALE INC	06/12/2025	71.92
139193	29795	TRANE TECHNOLOGIES	06/12/2025	7,475.00
139194	20887	TWIN CITY WATER CLINIC	06/12/2025	340.00
139195	30819	VERIZON WIRELESS	06/12/2025	520.48
139196	27692	VESSCO INC	06/12/2025	180.29
139197	32043	SCOTT WELLE	06/12/2025	750.00
139198	28123	WRAP CITY GRAPHICS INC	06/12/2025	35.00

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			Total for 6/12/2025:	203,426.22
139199	32046	R L LARSON EXCAVATING INC	06/17/2025	978,906.65
139200	30364	ABDO LLP	06/17/2025	8,020.00
139201	01328	AIRGAS USA	06/17/2025	160.95
139202	01543	ANCOM COMMUNICATIONS INC	06/17/2025	1,795.57
139203	31723	WENSO ASHBY	06/17/2025	698.50
139204	02019	BARNUM COMPANIES INC	06/17/2025	1,687.82
139205	31728	BEAR ISLE LLC	06/17/2025	3,917.18
139206	02563	BOLTON & MENK, INC	06/17/2025	112,656.00
139207	26976	BUCKEYE INTERNATIONAL INC	06/17/2025	739.16
139208	31987	ALLISON CASAD	06/17/2025	112.50
139209	03328	CITY OF MINNETONKA	06/17/2025	278,000.00
139210	26951	COMCAST	06/17/2025	232.80
139211	31384	CONSOLIDATED COMMUNICATIONS	06/17/2025	379.25
139212	31937	ECHO DATA ANALYTICS	06/17/2025	900.00
139213	29398	ENTERPRISE FLEET MANAGEMENT	06/17/2025	13,537.08
139214	28780	ENVIRONMENTAL EQUIPMENT & SER	06/17/2025	208.06
139215	06008	FASTENAL CO	06/17/2025	213.84
139216	28628	FLEETPRIDE INC	06/17/2025	195.98
139217	08166	HENNEPIN CTY TREASURER	06/17/2025	4,124.79
139218	08220	HENNEPIN TECHNICAL COLLEGE	06/17/2025	375.00
139219	08401	HILDI INC	06/17/2025	3,200.00
139220	09002	I-STATE TRUCK CENTER	06/17/2025	180.04
139221	27456	JAZZ88 KBEM	06/17/2025	420.00
139222	11161	KENNEDY & GRAVEN, CHARTERED	06/17/2025	17,987.27
139223	12160	LEAGUE OF MN CITIES	06/17/2025	258,107.00
139224	12200	LHB INC	06/17/2025	7,120.00
139225	31895	LIFE-ASSIST	06/17/2025	242.73
139226	31585	LOCKRIDGE GRINDAL NAUEN PLLP	06/17/2025	2,083.33
139227	31389	GRETCHEN LOWERY	06/17/2025	1,725.39
139228	13012	MACQUEEN EQUIPMENT INC	06/17/2025	188.22
139229	31505	MARTIN MARIETTA MATERIALS INC	06/17/2025	112.68
139230	28606	MATHESON TRI-GAS INC	06/17/2025	560.96
139231	13084	MCFOA	06/17/2025	50.00
139232	32047	MESS HALL ARTS	06/17/2025	150.00
139233	13275	MICRO CENTER	06/17/2025	99.99
139234	13760	MTI DISTRIBUTING INC	06/17/2025	479.77
139235	31452	NOW MICRO INC	06/17/2025	3,961.00
139236	16566	POMPS TIRE SERVICE INC	06/17/2025	568.90
139237	30125	PROJECT COMPANY FINCO PHASE III	06/17/2025	31,658.96
139238	17806	QWEST CORP	06/17/2025	1,421.56
139239	19004	SAMARITAN TIRE COMPANY	06/17/2025	584.00
139240	29537	SMSC ENTERPRISES	06/17/2025	390.00
139241	19520	SNAP PRINT INC	06/17/2025	330.65
139242	29200	SPRINGBROOK SOFTWARE INC	06/17/2025	1,569.50
139243	19681	SRF CONSULTING GROUP INC	06/17/2025	689.65
139244	27981	ULINE INC	06/17/2025	86.58
139245	30728	AFSCME COUNCIL 5	06/17/2025	708.56
139246	31875	Crime Prevention Fund Hopkins	06/17/2025	56.00
139247	08625	HOPKINS POLICE ASSOCIATION	06/17/2025	486.00
139248	30941	HOPKINS POLICE CRIME FUND	06/17/2025	57.44
139249	09801	I.U.O.E. CENTRAL PENSION FUND	06/17/2025	1,920.00
139250	31683	INTERNATIONAL ASSOC OF FIRE FIGI	06/17/2025	326.34
139251	12012	LAW ENFORCEMENT LABOR SERVICE	06/17/2025	1,881.32
139252	30392	CIGNA LIFE INS COMP OF AMERICA -	06/17/2025	753.30

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139253	30023	CIGNA LIFE INS COMP OF N AMERICA	06/17/2025	1,253.31
139254	30391	THE HARTFORD LTD	06/17/2025	2,600.68
139255	08568	RESOURCE WEST	06/17/2025	1.00
139256	30390	THE HARTFORD STD	06/17/2025	3,615.88
139257	21523	UNION LOCAL 49	06/17/2025	840.00
139258	21529	UNITED WAY	06/17/2025	55.00
Total for 6/17/2025:				1,755,384.14
139259	27822	BRADS PRO AUDIO	06/26/2025	550.00
139260	32049	ZACC HARRIS	06/26/2025	750.00
139261	29818	HIAWATHA TREE SERVICE INC.	06/26/2025	7,087.50
139262	13251	MINNEAPOLIS SAW INC	06/26/2025	568.97
139263	31782	ORACLE AMERICA INC	06/26/2025	105.00
Total for 6/26/2025:				9,061.47
139264	32054	CITY OF BLOOMINGTON	07/01/2025	256.21
139265	29270	A-1 OUTDOOR POWER INC	07/01/2025	248.97
139266	29359	ACROSS THE STREET PRODUCTIONS	07/01/2025	4,500.00
139267	32060	AM CONSTRUCTION SUPPLY INC	07/01/2025	299.99
139268	30252	AMAZING THAILAND	07/01/2025	946.63
139269	32059	AMMA PARENTING	07/01/2025	340.00
139270	30933	ANCHOR SOLAR INVESTMENTS LLC	07/01/2025	3,730.72
139271	20883	API GARAGE DOOR INC	07/01/2025	1,633.05
139272	32023	AURORA ASPHALT & CONCRETE	07/01/2025	8,370.00
139273	30899	BAUERS MINNOCO	07/01/2025	97.78
139274	30437	BCA	07/01/2025	32.00
139275	31728	BEAR ISLE LLC	07/01/2025	10,711.23
139276	30366	BERRY COFFEE COMPANY INC	07/01/2025	555.88
139277	26976	BUCKEYE INTERNATIONAL INC	07/01/2025	147.16
139278	32053	JOSPEH CAMPBELL	07/01/2025	500.00
139279	28430	CENTURY LINK	07/01/2025	793.40
139280	31267	CINTAS CORPORATION	07/01/2025	785.05
139281	30127	CINTAS CORPORATION NO. 2	07/01/2025	97.53
139282	31935	CITY OF SHAKOPEE	07/01/2025	1,410.94
139283	26951	COMCAST	07/01/2025	15.12
139284	26951	COMCAST	07/01/2025	139.90
139285	26951	COMCAST	07/01/2025	286.85
139286	26951	COMCAST	07/01/2025	270.73
139287	30560	COMPUTER INTEGRATION TECHNOLOG	07/01/2025	18,280.45
139288	31875	Crime Prevention Fund Hopkins	07/01/2025	442.15
139289	04168	DEM-CON LANDFILL, INC	07/01/2025	1,628.28
139290	29654	DePAUL LETTERING	07/01/2025	170.00
139291	32061	PATRICK DUFFY	07/01/2025	1,008.65
139292	31468	ABBY FINIS	07/01/2025	8,520.00
139293	28312	FIRE CATT	07/01/2025	3,465.00
139294	06567	FORCE AMERICA	07/01/2025	440.00
139295	27492	FRIENDS OF THE HOPKINS	07/01/2025	782.00
139296	29745	GRAYBAR ELECTRIC COMPANY, INC.	07/01/2025	2,786.42
139297	32055	RUSSEL HAMILTON	07/01/2025	146.68
139298	08166	HENNEPIN CTY TREASURER	07/01/2025	2,289.60
139299	08179	HENNEPIN CTY TREASURER	07/01/2025	2,179.48
139300	08192	HENNEPIN CTY TREASURER	07/01/2025	310.66
139301	08223	HENNEPIN CTY TREASURER	07/01/2025	13,818.42
139302	30208	GLORIA HESS	07/01/2025	1,491.01
139303	08324	HIGHVIEW PLUMBING INC	07/01/2025	4,960.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
139304	08336	HIRSHFIELDS	07/01/2025	103.94
139305	29345	IMPACT MAILING OF MN	07/01/2025	2,623.72
139306	09534	INTERSTATE BATTERY SYSTEM	07/01/2025	1,048.65
139307	30269	JANELLE JASPERS JONES	07/01/2025	160.00
139308	10172	JEFFERSON FIRE & SAFETY	07/01/2025	4,223.23
139309	32050	COLLEEN JOHNSON	07/01/2025	200.00
139310	29249	JR'S ADVANCED RECYCLERS	07/01/2025	40.00
139311	11161	KENNEDY & GRAVEN, CHARTERED	07/01/2025	25,492.65
139312	11583	KONE INC	07/01/2025	498.81
139313	31895	LIFE-ASSIST	07/01/2025	492.38
139314	30165	THOMAS LORENTZ	07/01/2025	500.00
139315	13012	MACQUEEN EQUIPMENT INC	07/01/2025	2,654.08
139316	31257	SCOTT ANDREWS MARKS	07/01/2025	710.00
139317	31505	MARTIN MARIETTA MATERIALS INC	07/01/2025	2,145.28
139318	31994	MASSIVE IT	07/01/2025	3,375.00
139319	31214	MARIA MICHELE MAURER	07/01/2025	500.00
139320	31305	MARY MCCALLUM	07/01/2025	160.00
139321	13160	MEDICINE LAKE TOURS	07/01/2025	20,680.00
139322	13167	MENARDS	07/01/2025	371.24
139323	13179	METROPOLITAN COUNCIL	07/01/2025	160,234.51
139324	13275	MICRO CENTER	07/01/2025	2,444.85
139325	13536	MN TACTICAL OFFICERS ASSOC	07/01/2025	3,150.00
139326	32058	MORNING STAR COFFEE	07/01/2025	926.33
139327	13760	MTI DISTRIBUTING INC	07/01/2025	234.58
139328	31266	NOKOMIS SHOE SHOP INC	07/01/2025	159.95
139329	30300	NORDIC SOLAR HOLDCO LLC	07/01/2025	5,255.35
139330	29437	NORTH AMERICAN SAFETY	07/01/2025	1,396.58
139331	29317	OFFICE OF MN IT SERVICES	07/01/2025	328.65
139332	29452	OFFICE OF MN IT SERVICES	07/01/2025	293.59
139333	15521	ON SITE COMPANIES	07/01/2025	73.00
139334	31782	ORACLE AMERICA INC	07/01/2025	1,320.00
139335	26974	O'REILLY AUTO PARTS	07/01/2025	9.99
139336	16035	PACE ANALYTICAL SERVICES INC	07/01/2025	885.80
139337	29468	PARALLEL TECHNOLOGIES	07/01/2025	34,419.40
139338	31866	PAUL PEDERSON	07/01/2025	200.00
139339	32056	PROKEY FACILITIES	07/01/2025	4,908.00
139340	14188	QUADIENT LEASING INC	07/01/2025	2,058.03
139341	04573	QUALITY RESOURCE GROUP INC	07/01/2025	57.42
139342	17806	QWEST CORP	07/01/2025	198.00
139343	30955	READY WATT ELECTRIC	07/01/2025	1,635.00
139344	31448	SAFETY VEHICLE SOLUTIONS	07/01/2025	989.90
139345	32052	AMY SHADIS	07/01/2025	500.00
139346	28834	SHI INTERNATIONAL CORP	07/01/2025	16,459.61
139347	31301	SMSC ENTERPRISES	07/01/2025	2,690.40
139348	19520	SNAP PRINT INC	07/01/2025	220.00
139349	29906	SPECIAL OLYMPICS MINNESOTA	07/01/2025	220.00
139350	19602	SPS COMPANIES INC	07/01/2025	378.81
139351	19730	STERICYCLE INC	07/01/2025	87.33
139352	19777	STREICHERS	07/01/2025	159.99
139353	32057	TENABLE PUBLIC SECTOR	07/01/2025	13,145.00
139354	32051	MARIANNA TILLER	07/01/2025	200.00
139355	29708	TOXALERT INTERNATIONAL INC.	07/01/2025	825.00
139356	31688	TRIMBLE INC	07/01/2025	128.00
139357	03440	ULTIMATE SAFETY CONCEPTS INC	07/01/2025	1,820.00
139358	29490	VERIZON WIRELESS	07/01/2025	724.22
139359	30017	VERIZON WIRELESS	07/01/2025	2,406.84
139360	31361	VIQ SOLUTIONS INC	07/01/2025	216.81

Check No	Vendor No	Vendor Name	Check Date	Check Amount
139361	31948	LIZ WARD	07/01/2025	2,000.00
139362	31634	WELD KRAFT INC	07/01/2025	150.00
139363	28123	WRAP CITY GRAPHICS INC	07/01/2025	315.00
Total for 7/1/2025:				428,692.86
Report Total (377 checks):				2,866,576.21



CITY OF HOPKINS

City Council Report 2025-114

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

From: Laila Imihy, AICP – Special Projects and Initiatives Manager

Date: April 15, 2025

Subject: Approval of Grant Agreement with MPCA for Central Park

RECOMMENDED ACTION

MOTION TO authorize staff to enter into a grant agreement for \$4,999,782 with the Minnesota Pollution Control Agency for Central Park.

OVERVIEW

[At the April 15, 2025, City Council Meeting](#), staff provided an overview of the Central Park project engagement, planning and status grants which may become available and grant for which the City and the Nine Mile Creek Watershed District (NMCWD) have applied to.

Since that meeting, the City has been awarded \$5 million dollars from the Minnesota Pollution Control Agency (MPCA) through a Stormwater Implementation Grant to address flooding and stormwater issues which regularly impact adjacent property, field quality within the park, and downstream issues for Nine Mile Creek. Combined with the \$1 million dollars pledged by the NMCWD, the City is poised to leverage a minimum of \$6 million dollars of outside funding to transform Central Park.

Conversations with funding partners across the state have indicated to the project team that grant funding for sustainability and stormwater efforts like we have seen the past several years are unlikely to continue due to changes at the Federal level. Larger grant funds which were identified such as Board of Water and Soil Conservation grants and loans are unlikely to be available as expected. Should the City choose not to accept the funds from the MPCA another opportunity for funding of this scale is not expected to be available. In order to utilize the grant from the MPCA, the City must complete the project by June 30, 2027, meaning that construction documents must begin being drawn up this fall to prepare to send the project out for bid in early 2026, and begin construction in 2027.

A preliminary engineers estimate, which is attached, calculates the final project cost conservatively at \$13.9 million dollars. This includes a new lighted soccer field, new park shelters – including a bathroom building on the east end of the park, construction of a new and accessible playground, path reconstruction and realignment, repaving of parking lots and the closure of the cut road from Mainstreet to Excelsior Blvd., and significant stormwater, water quality, flooding and naturalization efforts throughout the park. The south end of the park will become a formal headwater for the Nine Mile Creek, featuring educational signage and markers.

The remaining costs could be paid in a number of ways:

- Bonding dollars which could be paid back through multiple means, such as using future Park Dedication Funds or Storm Sewer funds. There are both completed and approved development projects which are estimated to generate between \$2 and \$5 Million in Park Dedication Funds. The Storm Sewer fee has not been increased since 2009, and a slight increase in this fee could contribute to bond payments. Additionally, bonding which was done for Cottageville Park and Burnes Park are set to be paid off in 2030 and funds which currently pay debt service on these could be used to pay for Central Park improvements.
- Partnerships or sponsorships with local organizations such as Hopkins Area Little League, Tonka United or other not yet known partners may be able to offset smaller costs such as field lighting or field improvements.
- Smaller grants such as DNR Outdoor Recreation Grants, Hennepin County Brownfields or Hennepin County Youth Activities Grants may be able to help offset costs like playground equipment.

Tonight, staff will review the proposed park design and discuss the engineer's estimate and seek approval from the City Council to enter into an agreement with the MPCA for the Stormwater Implementation Grant.

SUPPORTING INFORMATION

- Central Park Concept Plan
- Central Park Preliminary Engineers Estimate

1 SUNKEN SOCCER / FLEX FIELD



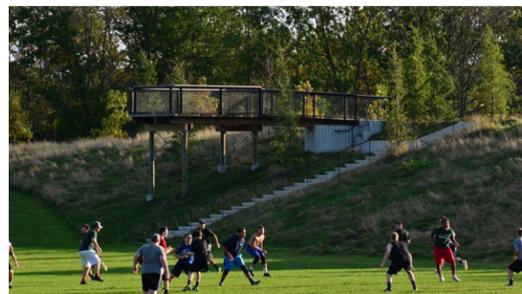
2 GREEN STORMWATER INFRASTRUCTURE



3 PLAY AREA



4 BASIN OVERLOOK



5 PARK ENTRY NODE



6 SHELTERS



7 WEIR / SPILLWAY



8 STORMWATER NODE



9 INTEGRATED SEAT WALLS

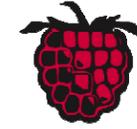


10 DRY CREEK BED



PRELIMINARY ESTIMATE OF PROJECT COST

Central Park Improvements & Pavillion
 City of Hopkins
 24X.135101.000

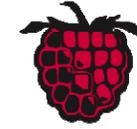


Date: 7/2/2025

Item No.	MnDOT Spec No.	Item	Notes	Project Total Estimated Quantity	Unit	Estimated Unit Price	Flood Resilience, Stormwater Quality, & Headwaters Features			Park Improvements		Excelsior Blvd Right Turn Lane		Parking Lots & Local Streets		Total Amount
							Estimated Quantity	Estimated Cost		Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	
								MPCA Grant Funding Per Draft Agreement	Remainder: Local Match							
1	2021.501	MOBILIZATION		1	LUMP SUM	\$300,000.00	0.56	\$166,950.00	\$7,050.00	0.40	\$120,000.00	0.01	\$3,000.00	0.01	\$3,000.00	\$292,950.00
2		CLEAR & GRUB TREE		5	EACH	\$450.00						5.00	\$2,250.00			\$2,250.00
3	2104.501	REMOVE CURB AND GUTTER		1,615	LIN FT	\$5.00						425	\$2,125.00	1190	\$5,950.00	\$8,075.00
4	2104.503	REMOVE FENCE	OUTFIELD FENCE +	795	LIN FT	\$15.00	795	\$10,732.50	\$1,192.50							\$11,925.00
5	2104.504	REMOVE CONCRETE WALK		2,820	SQ FT	\$6.00				2550	\$15,300.00	270	\$1,620.00			\$16,920.00
6	2104.505	REMOVE BITUMINOUS PAVEMENT	(1)	2,540	SQ YD	\$7.00				1965	\$13,755.00	575	\$4,025.00			\$17,780.00
7		RECLAIM BITUMINOUS PAVEMENT		2,960	SQ YD	\$3.50								2960	\$10,360.00	\$10,360.00
8		SALVAGE LIGHT POLE		6	EACH	\$750.00				3	\$2,250.00	3	\$2,250.00			\$4,500.00
9		REINSTALL LIGHT POLE W/FOUNDATION		6	EACH	\$10,000.00				3	\$30,000.00	3	\$30,000.00			\$60,000.00
10	2105.501	COMMON EXCAVATION (P) - REGULATED SOILS	(EV) (P)	30,000	CU YD	\$60.00	30000	\$1,620,000.00	\$180,000.00							\$1,800,000.00
11	2105.501	COMMON EXCAVATION (P)	(EV) (P)	16,730	CU YD	\$25.00	15000	\$202,500.00	\$172,500.00	1000	\$25,000.00	280	\$7,000.00	450	\$11,250.00	\$418,250.00
12	2105.501	COMMON EMBANKMENT (P)	(CV) (P)	3,700	CU YD	\$10.00	3700	\$24,975.00	\$12,025.00							\$37,000.00
13	2106.507	SELECT GRANULAR BORROW (CV)		10,000	CU YD	\$20.00	10000		\$200,000.00							\$200,000.00
14	2108.504	GEOTEXTILE FABRIC - TYPE 5		10,000	SQ YD	\$2.50	10000		\$25,000.00							\$25,000.00
15		FIELD RE-GRADING		13,800	SQ YD	\$5.00				13800	\$69,000.00					\$69,000.00
16	2211.609	AGGREGATE BASE CL 5 (CV) (P)		1,450	CU YD	\$40.00				1140	\$45,600.00	310	\$12,400.00			\$58,000.00
17		6" PVC SDR 35 SANITARY SEWER PIPE		260	LIN FT	\$65.00				260	\$16,900.00					\$16,900.00
18		8" X 6" SDR 26 PVC SERVICE WYE		1	EACH	\$675.00				1	\$675.00					\$675.00
19		CONNECT TO EXISTING SANITARY SEWER		1	EACH	\$4,500.00				1	\$4,500.00					\$4,500.00
20		1" TYPE K COPPER SERVICE PIPE		50	LIN FT	\$100.00				50	\$5,000.00					\$5,000.00
21		1" CURB STOP & BOX		1	EACH	\$1,200.00				1	\$1,200.00					\$1,200.00
22		1" CORPORATION STOP		1	EACH	\$1,500.00				1	\$1,500.00					\$1,500.00
23	2360.509	TYPE SP 12.5 BITUMINOUS WEARING COURSE (SPWEB240C)		647	TON	\$115.00				189	\$21,735.00	100	\$11,500.00	358	\$41,170.00	\$74,405.00
24	2360.509	TYPE SP 12.5 BITUMINOUS NON-WEARING COURSE (SPWEB340C)		647	TON	\$105.00				189	\$19,845.00	100	\$10,500.00	358	\$37,590.00	\$67,935.00
25		3" BITUMINOUS TRAIL		3,675	SQ YD	\$30.00				3675	\$110,250.00					\$110,250.00
26	2105.501	TOPSOIL STRIPPING	(2) (3)	3,700	CU YD	\$8.50	3700	\$21,228.75	\$10,221.25							\$31,450.00
27	2521.501	SIDEWALK, PCC, 4 INCH		1,270	SQ YD	\$60.00				1000	\$60,000.00	270	\$16,200.00			\$76,200.00
28	2521.501	INTEGRAL COLORED SIDEWALK, PCC, 4 INCH	ENTRY NODE, PICKL	550	SQ YD	\$10.00				550	\$5,500.00					\$5,500.00
29	2521.618	6" CONCRETE WALK		700	SQ YD	\$100.00	650		\$65,000.00			30	\$3,000.00	20	\$2,000.00	\$70,000.00
30		8" CONCRETE PAVEMENT		1,000	SQ YD	\$120.00	1000		\$120,000.00							\$120,000.00
31	2531.501	CONCRETE CURB & GUTTER DESIGN B612 - PARKING LOTS		1,060	LIN FT	\$25.00						60	\$1,500.00	1000	\$25,000.00	\$26,500.00
32	2531.501	CONCRETE CURB & GUTTER DESIGN B618		400	LIN FT	\$25.00				400	\$10,000.00					\$10,000.00
33	2531.501	CONCRETE CURB & GUTTER DESIGN B624 - COUNTY ROAD		400	LIN FT	\$35.00						400	\$14,000.00			\$14,000.00
34	2531.618	TRUNCATED DOMES		98	SQ FT	\$45.00				56	\$2,520.00	42	\$1,890.00			\$4,410.00
35	2563.601	TRAFFIC CONTROL		1	LUMP SUM	\$25,000.00	1	\$11,925.00	\$13,075.00							\$25,000.00
36	2564.602	SALVAGE AND REINSTALL SIGN		20	EACH	\$250.00				20	\$5,000.00					\$5,000.00
37	2564.602	SIGN POST		20	EACH	\$200.00				20	\$4,000.00					\$4,000.00
38	2573.502	SILT FENCE TYPE MACHINE SLICED		6,100	LIN FT	\$3.50	6100	\$19,215.00	\$2,135.00							\$21,350.00
39	2573.530	STORM DRAIN INLET PROTECTION		52	EACH	\$150.00	52	\$7,020.00	\$780.00							\$7,800.00
40	2573.501	STABILIZED CONSTRUCTION EXIT		4	EACH	\$2,000.00	4	\$7,200.00	\$800.00							\$8,000.00

PRELIMINARY ESTIMATE OF PROJECT COST

Central Park Improvements & Pavillion
 City of Hopkins
 24X.135101.000

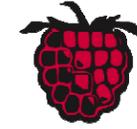


Date: 7/2/2025

Item No.	MnDOT Spec No.	Item	Notes	Project Total Estimated Quantity	Unit	Estimated Unit Price	Flood Resilience, Stormwater Quality, & Headwaters Features			Park Improvements		Excelsior Blvd Right Turn Lane		Parking Lots & Local Streets		Total Amount
							Estimated Quantity	Estimated Cost		Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	
								MPCA Grant Funding Per Draft Agreement	Remainder: Local Match							
41	2582.503	4" SOLID LINE MULTI COMP		2,680	LIN FT	\$2.00					600	\$1,200.00	2080	\$4,160.00	\$5,360.00	
42	2582.518	PAVT MSSG MULTI COMP		480	SQ FT	\$20.00					20	\$400.00	460	\$9,200.00	\$9,600.00	
43	2575.501	CONVENTIONAL SEEDING		1	ACRE	\$4,000.00			1	\$2,000.00					\$2,000.00	
44	2582.503	CROSSWALK MARKING - EPOXY		450	SQ FT	\$5.00			450	\$2,250.00					\$2,250.00	
45		RETAINING WALL & SEAT WALL (CAST IN PLACE)		130	CU YD	\$1,600.00	130	\$208,000.00							\$208,000.00	
46		STAIRCASE PCC WITH HANDRAIL		42	LIN FT	\$350.00	42	\$14,700.00							\$14,700.00	
47		LIGHTING - PLAY AREA FIXTURE & POLE & FOUNDATIONS		4	EACH	\$1,800.00			4	\$7,200.00					\$7,200.00	
48		LIGTHING - FIELD 1		1	LUMP SUM	\$260,000.00			1	\$260,000.00					\$260,000.00	
49		LIGTHING - FIELD 2		1	LUMP SUM	\$390,000.00			1	\$390,000.00					\$390,000.00	
50		LIGTHING - SOCCER FIELD		1	LUMP SUM	\$335,000.00			1	\$335,000.00					\$335,000.00	
51		INSTALL SCORE BOARD		1	EACH	\$5,500.00			1	\$5,500.00					\$5,500.00	
52		BALLFIELD TURF ESTABLISHMENT - HIGH MAINTENANCE TURF	BOTH FIELDS	2.85	AC	\$18,000.00			2.85	\$51,300.00					\$51,300.00	
53		TURF ESTABLISHMENT - 25-151-HIGH MAINTENANCE TURF	SOCCER FIELD	2.00	AC	\$15,000.00	2.00	\$30,000.00							\$30,000.00	
54		BALLFIELD DUGOUT (COMPLETE)		2	EACH	\$24,000.00			2	\$48,000.00					\$48,000.00	
55		BASES, HOME PLATE, AND PITCHING RUBBER		1	EACH	\$3,000.00			1	\$3,000.00					\$3,000.00	
56		6' HT. GALVANIZED CHAIN LINK FENCE		100	LIN FT	\$100.00	100	\$9,000.00	\$1,000.00						\$10,000.00	
57		6' HT. GALVANIZED CHAIN LINK FENCE SINGLE GATE, 4' WIDE		2	EACH	\$1,000.00	2	\$1,800.00	\$200.00						\$2,000.00	
58		18' HT GALVANIZED CHAIN LINK FENCE - BACKSTOP		42	LIN FT	\$400.00	42	\$15,120.00	\$1,680.00						\$16,800.00	
59		AGLIME INFIELD SURFACING		250	CY	\$125.00			250	\$31,250.00					\$31,250.00	
60		IRRIGATION SYSTEM		1	LS	\$150,000.00			1	\$150,000.00					\$150,000.00	
61		REMOVE EXISTING PLAYGROUND EQUIPMENT		1	LS	\$12,000.00			1	\$12,000.00					\$12,000.00	
62		PLAYGROUND EQUIPMENT AND INSTALL		1	LS	\$500,000.00			1	\$500,000.00					\$500,000.00	
63		LIGHTING - PEDESTRAIN FIXTURES AND IMPROVEMENTS		6	EACH	\$7,500.00			6	\$45,000.00					\$45,000.00	
64		FALL ATTENUATION SURFACING, POUR-IN-PLACE		8,000	SQ FT	\$40.00			8000	\$320,000.00					\$320,000.00	
65		PCC EDGE RESTRAINT, FLUSH, 2 FEET		480	LN FT	\$50.00			480	\$24,000.00					\$24,000.00	
66		PARK ENTRANCE SIGN		1	EACH	\$25,000.00			1	\$25,000.00					\$25,000.00	
67		WAYFINDING SIGN		3	EACH	\$15,000.00			3	\$45,000.00					\$45,000.00	
68		PARK SHELTER 1 - BALLFIELD 1		1	EACH	\$60,000.00			1	\$60,000.00					\$60,000.00	
69		PARK SHELTER 2 - OVERLOOK		1	EACH	\$60,000.00			1	\$60,000.00					\$60,000.00	
70		PARK SHELTER 3 - PLAYGROUND		1	EACH	\$80,000.00			1	\$80,000.00					\$80,000.00	
71		RESTROOM BUILDING		1	EACH	\$300,000.00			1	\$300,000.00					\$300,000.00	
72		BIKE RACK		12	EACH	\$1,200.00			12	\$14,400.00					\$14,400.00	
73		BENCH		6	EACH	\$3,000.00			6	\$18,000.00					\$18,000.00	
74		PICNIC TABLE		2	EACH	\$2,500.00			2	\$5,000.00					\$5,000.00	
75		LITTER RECEPTACLE		6	EACH	\$2,000.00			6	\$12,000.00					\$12,000.00	
76		TREE GRATE AND FRAME		3	EACH	\$4,000.00			3	\$12,000.00					\$12,000.00	
77		MOVEABLE TABLE AND CHAIRS		6	EACH	\$2,500.00			6	\$15,000.00					\$15,000.00	
78		DRINKING FOUNTAIN		1	EACH	\$12,000.00			1	\$12,000.00					\$12,000.00	
79		METER PIT		1	EACH	\$10,000.00			1	\$10,000.00					\$10,000.00	

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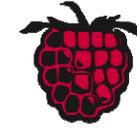


Date: 7/2/2025

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							Estimated Quantity	Estimated Cost		Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	
								MPCA Grant Funding Per Draft Agreement	Remainder: Local Match							
80		RAILING		150	LN FT	\$250.00				150	\$37,500.00					\$37,500.00
81		OVERSTORY TREE 2" CAL B&B		83	EACH	\$700.00				83	\$58,100.00					\$58,100.00
82		ORNAMENTAL UNDERSTORY TREE		10	EACH	\$375.00				10	\$3,750.00					\$3,750.00
83		PLANTING AREA (3" MULCH, PLANTS, 18" ENGINEERED SOIL)		3,200	SQ FT	\$25.00				3200	\$80,000.00					\$80,000.00
84		STORMWATER BIORETENTION BASIN		52,000	SQ FT	\$ 12.00	52000	\$561,600.00	\$62,400.00							\$624,000.00
85		IRON ENHANCED SAND TRENCH WITH UNDERDRAIN		200	CU YD	\$ 250.00	200	\$45,000.00	\$5,000.00							\$50,000.00
86		INLINE WATER LEVEL CONTROL STRUCTURE		6	EACH	\$ 2,000.00	6	\$10,800.00	\$1,200.00							\$12,000.00
87		NATIVE SEEDING - ALL GREEN AREAS IN GSI PLAN		1.6	ACRE	\$ 6,000.00	2	\$8,640.00	\$960.00							\$9,600.00
88		HYDROMULCH - ALL GREEN AREAS IN GSI PLAN		1.6	ACRE	\$ 6,000.00	2	\$8,640.00	\$960.00							\$9,600.00
89		SELECTIVE PLUG PLANTING WITHIN NATIVE SEEDING AREAS		10,000	EACH	\$ 4.00	10000	\$36,000.00	\$4,000.00							\$40,000.00
90		DRY CREEKBED (AT PLAYGROUND)		175	LIN FT	\$ 600.00	175	\$94,500.00	\$10,500.00							\$105,000.00
91		DRY CREEKBED (AT NATURE PLAY)		430	LIN FT	\$ 300.00	430	\$116,100.00	\$12,900.00							\$129,000.00
92		DRY CREEKBED (BETWEEN BALL FIELDS/HEADWATERS)		215	LIN FT	\$ 1,000.00	215	\$193,500.00	\$21,500.00							\$215,000.00
93		NATURAL STONE RETAINING WALL AT HEADWATERS		375	LIN FT	\$ 120.00	375	\$40,500.00	\$4,500.00							\$45,000.00
94		WEIR/SPILLWAY FEATURE		3	EACH	\$ 25,000.00	3	\$67,500.00	\$7,500.00							\$75,000.00
95		TRENCH DRAIN AT PRIMARY STORMWATER FEATURE		2	EACH	\$ 6,000.00	2	\$10,800.00	\$1,200.00							\$12,000.00
96		SPILLWAY AT PRIMARY STORMWATER FEATURE		1	EACH	\$ 50,000.00	1	\$45,000.00	\$5,000.00							\$50,000.00
97		OVERLOOK PLATFORM AT PRIMARY STORMWATER FEATURE		1	EACH	\$ 25,000.00	1	\$22,500.00	\$2,500.00							\$25,000.00
98		OVERLOOK AT GRADE AT SECONDARY STORMWATER FEATURE		1	LUMP SUM	\$ 15,000.00	1	\$13,500.00	\$1,500.00							\$15,000.00
99		INTERPRETIVE ELEMENTS		1	LUMP SUM	\$ 75,000.00	1	\$67,500.00	\$7,500.00							\$75,000.00
100		STONE STEPPERS		100	LIN FT	\$ 220.00	100	\$19,800.00	\$2,200.00							\$22,000.00
101		NATIVE VEGETATION MANAGEMENT - 3-YEARS		3	EACH	\$ 12,000.00	3	\$32,400.00	\$3,600.00							\$36,000.00
102		REMOVE 12" HDPE			LIN FT	\$ 20.00		\$3,258.00	-\$3,258.00							
103		REMOVE 12" RCP		660	LIN FT	\$ 20.00	660	\$16,308.00	-\$3,108.00							\$13,200.00
104		REMOVE 15" RCP		275	LIN FT	\$ 20.00	275	\$5,130.00	\$370.00							\$5,500.00
105		REMOVE 18" RCP			LIN FT	\$ 20.00		\$4,914.00	-\$4,914.00							
106		REMOVE 24" RCP			LIN FT	\$ 20.00		\$180.00	-\$180.00							
107		14" HDPE DIRECTIONALLY DRILLED		240	LIN FT	\$ 250.00	240	\$54,000.00	\$6,000.00							\$60,000.00
108		6" CPEP DRAINTILE		1,000	LIN FT	\$ 15.00	1000	\$13,500.00	\$1,500.00							\$15,000.00
109		12" CPEP		1,585	LIN FT	\$ 50.00	1585	\$71,460.00	\$7,790.00							\$79,250.00
110	2503.541	12" RC PIPE SEWER 3006 CLASS III		740	LIN FT	\$ 70.00	740	\$43,785.00	\$8,015.00							\$51,800.00
111	2503.541	15" RC PIPE SEWER 3006 CLASS III		535	LIN FT	\$ 85.00	335	\$4,666.50	\$23,808.50			200	\$17,000.00			\$45,475.00
112	2503.541	18" RC PIPE SEWER 3006 CLASS III		40	LIN FT	\$ 110.00	40	\$4,059.00	\$341.00							\$4,400.00
113	2503.541	24" RC PIPE SEWER 3006 CLASS III			LIN FT	\$ 150.00		\$1,485.00	-\$1,485.00							
114	2503.541	42" RC PIPE SEWER 3006 CLASS III		25	LIN FT	\$ 300.00	25	\$5,400.00	\$2,100.00							\$7,500.00
115	2503.541	48" RCP		780	LIN FT	\$ 350.00	780	\$100,557.45	\$172,442.55							\$273,000.00
116	2503.541	60" RCP		825	LIN FT	\$ 450.00	825	\$326,835.00	\$44,415.00							\$371,250.00
117		48" CUSTOM OUTLET GRATE		1	EACH	\$ 10,000.00	1	\$9,000.00	\$1,000.00							\$10,000.00
118		60" CUSTOM OUTLET GRATE		2	EACH	\$ 12,000.00	2	\$21,600.00	\$2,400.00							\$24,000.00

PRELIMINARY ESTIMATE OF PROJECT COST

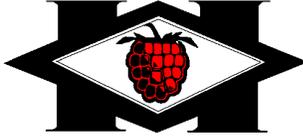
Central Park Improvements & Pavillion
 City of Hopkins
 24X.135101.000



Date: 7/2/2025

Item No.	MnDOT Spec No.	Item	Notes	Project Total Estimated Quantity	Unit	Estimated Unit Price	Flood Resilience, Stormwater Quality, & Headwaters Features			Park Improvements		Excelsior Blvd Right Turn Lane		Parking Lots & Local Streets		Total Amount
							Estimated Quantity	Estimated Cost		Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	
								MPCA Grant Funding Per Draft Agreement	Remainder: Local Match							
119	2506.502	CONSTRUCT DRAINAGE STRUCTURE - DES H		14	EACH	\$ 1,000.00	14	\$12,600.00	\$1,400.00							\$14,000.00
120	2506.503	CONSTRUCT DRAINAGE STRUCTURE DES 48-4020		92	LIN FT	\$ 800.00	80	\$69,120.00	-\$5,120.00			12	\$9,600.00			\$73,600.00
121	2506.503	CONSTRUCT DRAINAGE STRUCTURE DES 84-4020		55	LIN FT	\$ 2,000.00	55		\$110,000.00							\$110,000.00
122	2506.503	CONSTRUCT DRAINAGE STRUCTURE DES 96-4020		55	LIN FT	\$ 2,500.00	55	\$135,000.00	\$2,500.00							\$137,500.00
123	2506.503	CONSTRUCT DRAINAGE STRUCTURE DES 120-4020		12	LIN FT	\$ 4,000.00	12	\$43,200.00	\$4,800.00							\$48,000.00
124		60" INLINE CHECK-VALVE / BACKFLOW PREVENTER		2	EACH	\$ 100,000.00	2	\$180,000.00	\$20,000.00							\$200,000.00
125		STORMWATER REUSE ALLOWANCE		1	LS	\$ 75,000.00	1		\$75,000.00							\$75,000.00
SUBTOTAL:								\$4,638,004.20	\$1,686,095.80		\$3,623,780.00		\$151,460.00		\$149,680.00	\$10,241,970.00
10% CONTINGENCY:								\$231,899.67	\$401,000.00		\$362,378.00		\$15,146.00		\$14,968.00	\$1,025,391.67
TOTAL ESTIMATED CONSTRUCTION COST:								\$4,869,903.87	\$2,087,095.80		\$3,986,158.00		\$166,606.00		\$164,648.00	\$11,267,361.67
EST. INDIRECT COSTS (25% TOTAL):								\$129,878.13	\$1,609,000.00		\$997,000.00		\$42,000.00		\$41,000.00	\$2,818,878.13
TOTAL ESTIMATED PROJECT COST:								\$4,999,782.00	\$3,696,095.80		\$4,983,158.00		\$208,606.00		\$205,648.00	\$14,086,239.80

Excelsior Blvd RIRO to be left out, local street connection to be omitted



Finance Department

CITY OF HOPKINS

City Council Report 2025-123

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

From: Nick Bishop, Finance Director

Date: July 15, 2025

Subject: Authorize Sale of \$4,615,000 Taxable General Obligations Housing Improvement Bonds for the Summit on 7 Housing Improvement Area

RECOMMENDED ACTION

MOTION TO adopt Resolution 2025-045: Stating the Intention of the City to Issue Taxable General Obligation Housing Improvement Bonds, Series 2025B, in the Original Aggregate Principal Amount of Approximately \$4,615,000; and Taking Other Actions with Respect Thereto

OVERVIEW

The Series 2025B bonds will be used to finance improvements to the Summit on 7 building located at 1502 5th St. N. The bonds are general obligations of the City, however they will be paid from Housing Improvement Area fees applied to each unit. There is no tax levy required for the bonds. All costs are paid by the owners of Summit on 7. This method of financing has been well-tested in the Twin Cities and has not had negative impacts on bond ratings or resulted in any cash flow issues for bond payments.

Adopting the resolution will allow City Staff to work with its municipal advisor Ehlers & Associates to prepare an official statement for the bond sale. The City's last bond rating was AA+ with a stable outlook. Standard and Poor's will update the rating before the bonds are sold. City Council is scheduled to award the sale of bonds on August 19, 2025.

City Council previously approved the Summit on 7 Housing Improvement Area and set the Housing Improvement Area fees. A detailed overview of the process is available as part of City Council Report 2025-071: [IV.8. Second Reading Ordinance Establishing Summit on 7 Housing Improvement Area; Needham](#)

Additional details on the Housing Improvement Area fess is included in City Council Report 2025-072: [V.1. Resolution Approving a Housing Improvement Fee for the Summit on 7 Housing Improvement Area; Needham](#)

SUPPORTING INFORMATION

- Resolution No. 2025-045
- Bond Pre-Sale Report

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2025-045

**STATING THE INTENTION OF THE CITY TO ISSUE
TAXABLE GENERAL OBLIGATION HOUSING
IMPROVEMENT BONDS, SERIES 2025B, IN THE
ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF
APPROXIMATELY \$4,615,000; AND TAKING OTHER
ACTIONS WITH RESPECT THERETO**

BE IT RESOLVED by the City Council (“Council”) of the City of Hopkins, Minnesota (the “City”), as follows:

1. Background. It is hereby determined that:

(a) The City has established the Summit on 7 Housing Improvement Area (the “Housing Improvement Area”) in order to facilitate certain housing improvements (the “Housing Improvements”) to a property known as the Summit On 7 Condominiums, which is governed by the Summit Condominium Association (the “Association”). The Council has imposed a housing improvement fee (the “Housing Fees”) on housing units located in the Housing Improvement Area in order to finance the Housing Improvements.

(b) Pursuant to Minnesota Statutes, Chapter 475, as amended (the “Act”), and Minnesota Statutes, Sections 428A.11 through 428A.21, as amended (the “Housing Act”), the City is authorized to issue general obligation bonds in the amount necessary to defray the costs of the Housing Improvements, which costs are payable primarily from the Housing Fees and may be further secured by the pledge of the City’s full faith, credit and taxing power.

(c) The City finds it necessary and expedient to the sound financial management of the City to issue its Taxable General Obligation Housing Improvement Bonds, Series 2025B (the “Bonds”), in the original aggregate principal amount of approximately \$4,615,000, pursuant to the Act and the Housing Act, in order to defray the costs of the Housing Improvements.

2. Sale of Bonds. The City has retained Ehlers and Associates, Inc. (the “Municipal Advisor”), to serve as the City’s independent municipal advisor with respect to the offer and sale of the Bonds and, therefore, is authorized by Section 475.60, subdivision 2(9), of the Act to sell the Bonds other than pursuant to a competitive sale.

3. Authority of Municipal Advisor. The Municipal Advisor is authorized and directed to assist the City in the preparation and dissemination of a Preliminary Official Statement to be distributed to potential purchasers of the Bonds and to open, read, and tabulate the proposals for the purchase of the Bonds for presentation to the Council. The Municipal Advisor is further authorized and directed to assist the City in the award and sale of the Bonds on behalf of the City after receipt of written proposals and to assist the City in the preparation and dissemination of a final Official Statement with respect to the Bonds.

4. Acceptance of Proposal. The Council shall meet at the time specified in the Preliminary Official Statement or at such other time designated by the Council to receive and consider proposals for the purchase of the Bonds and take any other appropriate action with respect to the Bonds.

5. Authority of Bond Counsel. The law firm of Kennedy & Graven, Chartered, is authorized to act as bond counsel for the City ("Bond Counsel"), and to assist in the preparation and review of necessary documents, certificates, and instruments related to the Bonds. The officers, employees, and agents of the City are hereby authorized to assist Bond Counsel in the preparation of such documents, certificates, and instruments.

Adopted by the City Council of the City of Hopkins this 15th day of July, 2025.

By: _____
Patrick Hanlon, Mayor

ATTEST:

Amy Domeier, City Clerk

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN) ss.
)
CITY OF HOPKINS)

I, the undersigned, being the duly qualified City Clerk of City of Hopkins, Hennepin County, Minnesota (the “City”), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on July 15, 2025, with the original minutes on file in my office, and the extract is a full, true, and correct copy of the minutes insofar as they relate to they relate to authorizing the issuance of the City’s Taxable General Obligation Housing Improvement Bonds, Series 2025B, in the original aggregate principal amount of approximately \$4,615,000.

WITNESS My hand officially as such City Clerk this _____ day of July, 2025.

Amy Domeier, City Clerk
City of Hopkins, Hennepin County, Minnesota

July 15, 2025

PRE-SALE REPORT FOR

City of Hopkins, Minnesota

**\$4,615,000 Taxable General Obligation
Housing Improvement Bonds, Series 2025B**



Prepared by:

Ehlers
3001 Broadway Street, Suite 320
Minneapolis, MN 55413

Advisors:

Stacie Kvilvang, Senior Municipal Advisor
Jason Aarsvold, Senior Municipal Advisor
Schane Rudlang Associate Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

\$4,615,000 Taxable General Obligation Housing Improvement Bonds, Series 2025B

Purposes:

The proposed issue includes financing for the housing improvements for the Summit on 7 Condominium Association. Debt service will be paid from housing improvement area fees levied against the units.

The majority of the owners (75%) of the 62-unit Summit on 7 Condominium Association have petitioned the City to create a housing improvement area and to issue Bonds to fund approximately \$4,260,000 of improvements to the exteriors of the units and common areas (inclusive of soft costs and contingency). The Bond amount is subject to change based upon prepaid assessments received prior to issuing the Bonds. The Bonds will carry taxable interest rates because the improvements are on private property rather than the typical public improvements.

It is the intent of the City to levy a housing improvement area fee on each unit to support 105% of the debt service beginning with taxes payable in 2026 at a rate of 2% over the TIC on the Bonds (but not to exceed 7.2% per the public hearing notice). The fees are very similar to special assessments for public improvements; however they cannot be pre-paid in whole or in part at any time during the term of the Bonds.

Authority:

The Bonds are being issued pursuant to Minnesota Statutes, Chapters:

- 428A.11 through 428A.21
- 475

The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

Term/Call Feature:

The Bonds are being issued for a term of 21 years. Principal on the Bonds will be due on February 1 in the years 2027 through 2046. Interest will be due every six months beginning August 1, 2026.

The Bonds will be subject to prepayment at the discretion of the City on February 1, 2035, or any date thereafter.

Bank Qualification:

Because the Bonds are taxable obligations they will not be designated as “bank qualified” obligations.

Rating:

The City’s most recent bond issues were rated by S&P Global Ratings. The current rating on those bonds is “AA+”/Stable outlook. The City will request a new rating for the Bonds.

If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City’s bond rating in the event that the bond rating of the insurer is higher than that of the City.

Basis for Recommendation:

Based on your objectives, financial situation and need, risk tolerance, liquidity needs, experience with the issuance of Bonds and long-term financial capacity, as well as the tax status considerations related to the Bonds and the structure, timing and other similar matters related to the Bonds, we are recommending the issuance of Bonds as a suitable option.

Method of Sale/Placement:

We are recommending the Bonds be issued as municipal securities and offered through a competitive underwriting process. You will solicit competitive bids, which we will compile on your behalf, for the purchase of the Bonds from underwriters and banks.

An allowance for discount bidding will be incorporated in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered “reoffering premium.” The amount of the premium varies, but it is not uncommon to see premiums for new issues in the range of 2.00% to 10.00% of the face amount of the issue. This means that an issuer with a \$2,000,000 offering may receive bids that result in proceeds of \$2,040,000 to \$2,200,000.

For this issue of Bonds, we have been directed to use the net premium to reduce the size of the issue. The resulting adjustments may slightly change the true interest cost of the issue, either up or down.

The amount of premium can be restricted in the bid specifications. Restrictions on premium may result in fewer bids but may also eliminate large adjustments on the day of sale and unintended impacts with respect to debt service payment. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the City's objectives for this financing.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time.

We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the City has more than \$10,000,000 in outstanding debt subject to a continuing disclosure undertaking (including this issue) and this issue does not meet an available exemption from continuing disclosure, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The City has limited responsibilities for arbitrage as it relates to the Bonds, however, the Bonds are not exempt from all arbitrage rules. An Ehlers arbitrage expert will contact the City within 30 days after the sale date to review the City's specific responsibilities for the Bonds. The City is currently receiving arbitrage services from Ehlers in relation to the Bonds.

Investment of Bond Proceeds:

Ehlers can assist the City in developing a strategy to invest your Bond proceeds until the funds are needed to pay project costs.

Risk Factors:

The average fee per unit for the 62-unit owners that have not prepaid the assessment is expected to be approximately \$74,435 (range from \$50,000 to \$94,157). This amount of fee may result in delinquency of fees, or ultimately a potential property tax foreclosure. The requirement to levy 105% of the debt service, along with the requirement of the interest rate charged of 2% above the TIC on the Bonds will assist in mitigating making Bond payments due to delays in payments from unit owners and/or delinquencies.

In addition, pursuant to the Development Agreement with the Association, if funds in the debt service fund are inadequate to make a scheduled payment, the Association is required to provide the funds to the City.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel: Kennedy & Graven, Chartered

Paying Agent: Bond Trust Services Corporation

Rating Agency: S&P Global Ratings (S&P)

Summary:

The decisions to be made by the City Council are as follows:

- Accept or modify the finance assumptions described in this report
- Adopt the resolution attached to this report.

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by City Council:	July 15, 2025
Conference with Rating Agency and Due Diligence Call to Review Official Statement:	Week of August 11, 2025
Distribute Official Statement:	Week of August 4, 2025
City Council Meeting to Award Sale of the Bonds:	August 19, 2025
Estimated Closing Date:	September 10, 2025

Attachments

- Estimated Sources and Uses of Funds
- Estimated Proposed Debt Service Schedule
- Resolution Authorizing Ehlers to Proceed with Bond Sale

EHLERS' CONTACTS

Stacie Kvilvang, Senior Municipal Advisor	(651) 697-8506
Jason Aarsvold, Senior Municipal Advisor	(651) 697-8512
Schane Rudlang, Associate Municipal Advisor	(651) 697-8527
Silvia Johnson, Lead Public Finance Analyst	(651) 697-8580
Alicia Gage, Senior Financial Analyst	(651) 697-8551

City of Hopkins, Minnesota

\$4,615,000 Taxable General Obligation HIA Bonds, Series 2025B
Assumes Current Market Taxable AA+ Rates plus 50bps

Sources & Uses

Dated 08/26/2025 | Delivered 08/26/2025

Sources Of Funds

Par Amount of Bonds	\$4,615,000.00
Total Sources	\$4,615,000.00

Uses Of Funds

Total Underwriter's Discount (1.200%)	55,380.00
Costs of Issuance	74,000.00
City Administrative Fee (1%)	46,150.00
Deposit to Capitalized Interest (CIF) Fund	118,779.60
Deposit to Project Fund	4,260,000.00
Soft Costs	57,800.00
Rounding Amount	2,890.40
Total Uses	\$4,615,000.00

City of Hopkins, Minnesota

\$4,615,000 Taxable General Obligation HIA Bonds, Series 2025B

Assumes Current Market Taxable AA+ Rates plus 50bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+	Fiscal Total
08/26/2025	-	-	-	-	-
08/01/2026	-	-	237,559.20	237,559.20	-
02/01/2027	35,000.00	4.500%	127,643.75	162,643.75	400,202.95
08/01/2027	-	-	126,856.25	126,856.25	-
02/01/2028	150,000.00	4.500%	126,856.25	276,856.25	403,712.50
08/01/2028	-	-	123,481.25	123,481.25	-
02/01/2029	155,000.00	4.500%	123,481.25	278,481.25	401,962.50
08/01/2029	-	-	119,993.75	119,993.75	-
02/01/2030	160,000.00	4.600%	119,993.75	279,993.75	399,987.50
08/01/2030	-	-	116,313.75	116,313.75	-
02/01/2031	170,000.00	4.700%	116,313.75	286,313.75	402,627.50
08/01/2031	-	-	112,318.75	112,318.75	-
02/01/2032	180,000.00	4.900%	112,318.75	292,318.75	404,637.50
08/01/2032	-	-	107,908.75	107,908.75	-
02/01/2033	185,000.00	5.050%	107,908.75	292,908.75	400,817.50
08/01/2033	-	-	103,237.50	103,237.50	-
02/01/2034	195,000.00	5.200%	103,237.50	298,237.50	401,475.00
08/01/2034	-	-	98,167.50	98,167.50	-
02/01/2035	205,000.00	5.300%	98,167.50	303,167.50	401,335.00
08/01/2035	-	-	92,735.00	92,735.00	-
02/01/2036	215,000.00	5.350%	92,735.00	307,735.00	400,470.00
08/01/2036	-	-	86,983.75	86,983.75	-
02/01/2037	230,000.00	5.450%	86,983.75	316,983.75	403,967.50
08/01/2037	-	-	80,716.25	80,716.25	-
02/01/2038	240,000.00	5.550%	80,716.25	320,716.25	401,432.50
08/01/2038	-	-	74,056.25	74,056.25	-
02/01/2039	255,000.00	5.650%	74,056.25	329,056.25	403,112.50
08/01/2039	-	-	66,852.50	66,852.50	-
02/01/2040	270,000.00	5.700%	66,852.50	336,852.50	403,705.00
08/01/2040	-	-	59,157.50	59,157.50	-
02/01/2041	285,000.00	5.800%	59,157.50	344,157.50	403,315.00
08/01/2041	-	-	50,892.50	50,892.50	-
02/01/2042	300,000.00	5.850%	50,892.50	350,892.50	401,785.00
08/01/2042	-	-	42,117.50	42,117.50	-
02/01/2043	315,000.00	5.950%	42,117.50	357,117.50	399,235.00
08/01/2043	-	-	32,746.25	32,746.25	-
02/01/2044	335,000.00	6.000%	32,746.25	367,746.25	400,492.50
08/01/2044	-	-	22,696.25	22,696.25	-
02/01/2045	355,000.00	6.150%	22,696.25	377,696.25	400,392.50
08/01/2045	-	-	11,780.00	11,780.00	-
02/01/2046	380,000.00	6.200%	11,780.00	391,780.00	403,560.00
Total	\$4,615,000.00	-	\$3,423,225.45	\$8,038,225.45	-

Yield Statistics

Bond Year Dollars	\$59,517.01
Average Life	12.896 Years
Average Coupon	5.7516754%
Net Interest Cost (NIC)	5.8447244%
True Interest Cost (TIC)	5.8367456%
Bond Yield for Arbitrage Purposes	5.6976859%
All Inclusive Cost (AIC)	6.1470852%

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Net Interest Cost	5.7516754%
Weighted Average Maturity	12.896 Years

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City of Hopkins, Minnesota

\$4,615,000 Taxable General Obligation HIA Bonds, Series 2025B

Assumes Current Market Taxable AA+ Rates plus 50bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total
02/01/2026	-	-	-	-	-	-	-
02/01/2027	35,000.00	4.500%	365,202.95	400,202.95	(118,779.60)	281,423.35	295,494.52
02/01/2028	150,000.00	4.500%	253,712.50	403,712.50	-	403,712.50	423,898.13
02/01/2029	155,000.00	4.500%	246,962.50	401,962.50	-	401,962.50	422,060.63
02/01/2030	160,000.00	4.600%	239,987.50	399,987.50	-	399,987.50	419,986.88
02/01/2031	170,000.00	4.700%	232,627.50	402,627.50	-	402,627.50	422,758.88
02/01/2032	180,000.00	4.900%	224,637.50	404,637.50	-	404,637.50	424,869.38
02/01/2033	185,000.00	5.050%	215,817.50	400,817.50	-	400,817.50	420,858.38
02/01/2034	195,000.00	5.200%	206,475.00	401,475.00	-	401,475.00	421,548.75
02/01/2035	205,000.00	5.300%	196,335.00	401,335.00	-	401,335.00	421,401.75
02/01/2036	215,000.00	5.350%	185,470.00	400,470.00	-	400,470.00	420,493.50
02/01/2037	230,000.00	5.450%	173,967.50	403,967.50	-	403,967.50	424,165.88
02/01/2038	240,000.00	5.550%	161,432.50	401,432.50	-	401,432.50	421,504.13
02/01/2039	255,000.00	5.650%	148,112.50	403,112.50	-	403,112.50	423,268.13
02/01/2040	270,000.00	5.700%	133,705.00	403,705.00	-	403,705.00	423,890.25
02/01/2041	285,000.00	5.800%	118,315.00	403,315.00	-	403,315.00	423,480.75
02/01/2042	300,000.00	5.850%	101,785.00	401,785.00	-	401,785.00	421,874.25
02/01/2043	315,000.00	5.950%	84,235.00	399,235.00	-	399,235.00	419,196.75
02/01/2044	335,000.00	6.000%	65,492.50	400,492.50	-	400,492.50	420,517.13
02/01/2045	355,000.00	6.150%	45,392.50	400,392.50	-	400,392.50	420,412.13
02/01/2046	380,000.00	6.200%	23,560.00	403,560.00	-	403,560.00	423,738.00
Total	\$4,615,000.00	-	\$3,423,225.45	\$8,038,225.45	(118,779.60)	\$7,919,445.85	\$8,315,418.14

Significant Dates

Dated	8/26/2025
First Coupon Date	8/01/2026

Yield Statistics

Bond Year Dollars	\$59,517.01
Average Life	12.896 Years
Average Coupon	5.7516754%
Net Interest Cost (NIC)	5.8447244%
True Interest Cost (TIC)	5.8367456%
Bond Yield for Arbitrage Purposes	5.6976859%
All Inclusive Cost (AIC)	6.1470852%

City of Hopkins, Minnesota

\$4,615,000 Taxable General Obligation HIA Bonds, Series 2025B
Assumes Current Market Taxable AA+ Rates plus 50bps

Detail Costs Of Issuance

Dated 08/26/2025 | Delivered 08/26/2025

COSTS OF ISSUANCE DETAIL

Municipal Advisor	\$35,000.00
Bond Counsel	\$19,000.00
Rating Agency Fee	\$19,000.00
Miscellaneous	\$1,000.00
TOTAL	\$74,000.00