

**HOPKINS CITY COUNCIL
AGENDA
Tuesday, January 6, 2026
6:30 pm**

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

Schedule HRA Meeting after City Council Meeting

I. CALL TO ORDER

1. Oath of Office for Mayor and Council Members; Domeier

II. ADOPT AGENDA

III. PRESENTATIONS

1. Introduction of Jill A Anderson, New Hopkins Arts & Amenities Director; Casella

IV. CONSENT AGENDA

1. Approval of Minutes of December 16, 2025, Regular Meeting Proceedings; Domeier
2. Appointment of Mayor Pro Tempore for 2026; Domeier
3. Designation of the Official Newspaper for 2026; Domeier
4. Authorization of Out-of-State Travel; Domeier
5. Resolution Approving LG230 Application to Conduct Off-Site Lawful Gambling by Hopkins Youth Hockey Association at the Hopkins Pavilion; Domeier
6. Approve Metropolitan Council Policy and Program Development Grant Agreement; Needham
7. Designation of Official Depositories for 2026; Bishop
8. Ratify Checks Issued December 2025; Bishop
9. Approval of 2026 Union Contract with IAFF #1275 and Corresponding MOU; Casella

V. PUBLIC HEARINGS

VI. OLD BUSINESS

VII. NEW BUSINESS

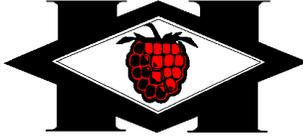
1. Award the Sale of \$6,250,000 General Obligation Refunding Bonds, Series 2026A; Bishop

VIII. PUBLIC COMMENT

IX. ANNOUNCEMENTS

- Next City Council Regular Meeting: Tuesday, January 20 at 6:30 p.m.

X. ADJOURN



CITY OF HOPKINS

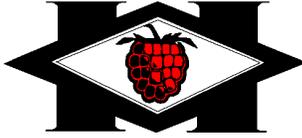
Administration

Memorandum

To: Honorable Mayor and Council Members
From: Mike Mornson, City Manager
Date: January 6, 2026
Subject: Oath of Office for Mayor and Council Members

PURPOSE

City Clerk Domeier will administer the Oath of Office to Mayor Hanlon and Council Members Garrido and Kuznia.



CITY OF HOPKINS

Administration

Memorandum

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

From: Casey Casella, Assistant City Manager

Date: January 6, 2026

Subject: Introduction of Jill A Anderson, new Hopkins Arts & Amenities Director

INFORMATION

The City of Hopkins is the proud home to multiple premiere amenities - The Hopkins Center for the Arts, the Hopkins Activity Center, and the Depot Coffee House. These facilities are led by the Arts and Amenities Director position.

In December 2025, Jill A Anderson started as the City's new Arts and Amenities Director. Staff will provide a brief introduction to the position and Director Anderson.

**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
DECEMBER 16, 2025**

CALL TO ORDER

Pursuant to due call and notice thereof a regular meeting of the Hopkins City Council was held on Tuesday, December 16, 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, Assistant City Manager Casella, City Clerk Domeier, Finance Director Bishop, and Director of Planning and Development Elverum,

ADOPT AGENDA

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

Motion to Adopt the Agenda.

Ayes: Garrido, Goodlund, Hanlon, Hunke, Kuznia

Nays: None. Motion carried.

CONSENT AGENDA

Mayor Hanlon pulled Item IV.4. Second Reading: Ordinance 2025-1230 An Ordinance Amending the Hopkins City Code Modifying Certain Regulations Related to Registration Requirements, Procedures and Separation Requirements of Cannabis Businesses; Krzos for further discussion.

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

1. Approval of Minutes of December 1, 2025, Regular Meeting Proceedings; Domeier
2. Resolution Accepting Grant Navigator Funding; Kivett
3. Resolution Amending Fees in Appendix A of the Hopkins City Code Effective January 1, 2026; Bishop
4. ~~Second Reading: Ordinance 2025-1230 An Ordinance Amending the Hopkins City Code Modifying Certain Regulations Related to Registration Requirements, Procedures and Separation Requirements of Cannabis Businesses; Krzos~~
5. Second Reading: Ordinance 2025-1231 A Transitory Ordinance Providing for the Orderly Transition of Elections After 2025 Election Results Amending City Charter Regarding Election Year and Mayoral Term; Domeier
6. Second Reading: Ordinance 2025-1232 An Ordinance Amending Chapter 2, Article II, Section 2-19 of the Hopkins City Code Moving the Review of Council Salaries to Even-Years to Align with Regular City Election; Domeier
7. Approval of Joint Powers Agreement between the City of Hopkins and City of Golden Valley for Inspections and Plan Review of Minnesota State Licensed Facilities; Kearney
8. Approval of Minnesota Housing Finance Agency Grant Contract Agreement for Local Housing Trust Fund Grants Program; Needham
9. Renewal of General Liability and Property Insurance and Authorize Not Waiving of the Statutory Tort Liability on the League of Minnesota Insurance Trust Policy; Bishop

**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
DECEMBER 16, 2025**

Motion to Approve the Consent Agenda.

Ayes: Garrido, Goodlund, Hanlon, Hunke, Kuznia
Nays: None. **Motion carried.**

IV.4. Second Reading: Ordinance 2025-1230 An Ordinance Amending the Hopkins City Code Modifying Certain Regulations Related to Registration Requirements, Procedures and Separation Requirements of Cannabis Businesses; Krzos

Mayor Hanlon shared his concerns about the proposed ordinance and requested to change the number of registrations from three to four. Council Members Garrido, Hunke and Goodlund supported keeping the number at three. Director of Planning and Economic Development Director Elverum shared an update on the proposed language allowing for a one-year time period allowing the businesses to register and find a lease. Future zoning discussions will be occurring at the Planning Commission level.

Motion by Kuznia. **Second** by Garrido.

Motion to Adopt for second reading, Ordinance 2025-1230 amending the Hopkins City Code regarding registration procedures and requirements for cannabis businesses.

Ayes: Garrido, Goodlund, Hanlon, Hunke, Kuznia
Nays: None. **Motion carried.**

OLD BUSINESS

VI.1. Resolution Approving the 2026 Tax Levy and 2026 General and Special Revenue Fund Budgets; Bishop

Finance Director Bishop summarized City Council Report 2025-171. City Council held the Truth in Taxation Hearing on December 1 and discussed the staff recommended levy of \$22,147,904, a \$1,499,799 or 7.26% increase. City Council directed staff to review options to lower the levy by \$158,000 which would result in a 6.5% increase compared to 2025. This additional decrease would save the median value home \$20 in property taxes. The levy could be reduced by increasing the EDA fund's support of the Arts Center and/or reduce equipment charges and rely on selling fire equipment.

After debate about the tax levy options for a 6.5% increase, Council Member Goodlund shared he would not support a tax increase.

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

Motion to Adopt Resolution 2025-079 Approving the 2026 Tax Levy and Adopting the 2026 General and Special Revenue Fund Budgets.

Ayes: Garrido, Hanlon, Hunke, Kuznia
Nays: Goodlund. **Motion carried.**

**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
DECEMBER 16, 2025**

VI.2. Resolution Approving the 2026 HRA Levy and Adopting the 2026 Economic Development Fund Budget; Bishop

Finance Director Bishop summarized City Council Report 2025-183. Staff recommended approving a final levy of \$551,750, which is an increase of \$40,104 or 7.84% from 2025. The recommended levy is the maximum based on levy limits of 0.01850% of the City's estimated market value.

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

Motion to Adopt Resolution 2025-080 Approving the 2026 HRA Levy and Adopting the 2026 Economic Development Fund Budget.

Ayes: Garrido, Goodlund, Hanlon, Hunke, Kuznia
Nays: None. Motion carried.

NEW BUSINESS

VII.1. Adoption of the 2026 – 2030 Capital Improvement and Equipment Replacement Plans; Bishop

Finance Director Bishop summarized City Council Report 2025-185. Adopting the proposed plans authorizes staff to prepare for purchases scheduled for 2026. Additional approvals will be necessary for some projects to proceed. Mayor Hanlon requested an update on the Central Park funding options in early January.

Motion by Garrido. **Second** by Kuznia.

Motion to adopt the 2026-2030 Capital Improvement & Equipment Replacement Plans.

Ayes: Garrido, Goodlund, Hanlon, Hunke, Kuznia
Nays: None. Motion carried.

ANNOUNCEMENTS

Mayor Hanlon shared the City Council meeting schedule.

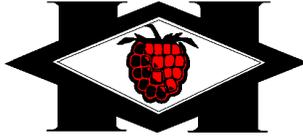
ADJOURNMENT

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 7:30 p.m.

Respectfully Submitted,



Amy Domeier, City Clerk



CITY OF HOPKINS

Administration

City Council Report 2026-001

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

From: Amy Domeier, City Clerk

Date: January 6, 2026

Subject: Appointment of Mayor Pro Tempore for 2026

RECOMMENDED ACTION

MOTION TO appoint Council Member Hunke as Mayor Pro Tempore for 2026.

OVERVIEW

Minnesota State Statute section 412.121 and Hopkins City Charter section 2.06 states that at the first meeting of each year the City Council shall choose a Mayor Pro Tempore. The Mayor Pro Tempore shall serve as the presiding officer and Acting Mayor of the Council in the absence of the mayor. Traditionally the Council Member who has served the longest serves as Mayor Pro Tempore.

SUPPORTING INFORMATION

- N/A



Administration

CITY OF HOPKINS

City Council Report 2026-002

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

From: Amy Domeier, City Clerk

Date: January 6, 2026

Subject: Designation of the Official Newspaper for 2026

RECOMMENDED ACTION

MOTION TO designate the *Hopkins/Minnetonka Sun-Sailor* as the 2026 Official Newspaper for the City of Hopkins.

OVERVIEW

MN Statute 331A.02 and City Charter section 12.01 require that the City Council designate the official newspaper for the year at the first regular Council Meeting. All required legal documents and notices for the City of Hopkins will be published in the official newspaper.

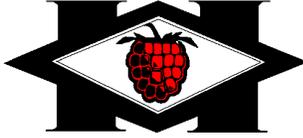
The City received a bid from the *Hopkins/Minnetonka Sun-Sailor* for the legal newspaper designation. The following rate structure for legal notices would be effective January 1, 2026:

Per column inch:	\$12.75
Characters per inch:	320
Lines per inch:	9

This item is budgeted for all departments.

SUPPORTING INFORMATION

- N/A



CITY OF HOPKINS

City Council Report 2026-003

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

From: Amy Domeier, City Clerk

Date: January 6, 2026

Subject: Authorization of Out-of-State Travel

RECOMMENDED ACTION

MOTION TO authorize attendance at the National League of Cities Conferences as required by the Travel Reimbursement Policy.

OVERVIEW

In 2005, the Minnesota Legislature adopted a law, M.S. 471.661, requiring local units of government to adopt a policy that controls travel outside the state of Minnesota. The policy had to specify:

- (1) when travel outside the state is appropriate;
- (2) applicable expense limits; and
- (3) procedures for approval of the travel.

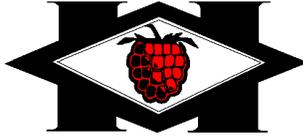
The City's Travel and Reimbursement Policy requires the City Council to approve, in advance, travel outside the state of Minnesota for elected officials. Travel can be authorized for the following reasons:

- The elected official will be receiving training on issues relevant to the city or to his or her role as the Mayor or as a council member;
- The elected official will be meeting and networking with other elected officials from around the country to exchange ideas on topics of relevance to the City or on the official roles of local elected officials.

The National League of Cities Conferences provide opportunities for the City Council to accomplish both these objectives.

SUPPORTING INFORMATION

- N/A



Administration

CITY OF HOPKINS

City Council Report 2026-006

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

From: Amy Domeier, City Clerk

Date: January 6, 2026

Subject: Resolution Approving LG230 Application to Conduct Off-Site Lawful Gambling by Hopkins Youth Hockey Association at the Hopkins Pavilion

RECOMMENDED ACTION

MOTION TO Adopt Resolution 2026-001 Approving LG230 Application to Conduct Off-Site Lawful Gambling by Hopkins Youth Hockey Association at the Hopkins Pavilion.

OVERVIEW

Hopkins Youth Hockey Association (HYHA) has applied to Conduct Off-Site Gambling, Gambling Control Board Form LG230, to conduct a raffle in the City of Hopkins. The raffle will be held during the HYHA Tournament at the Hopkins Pavilion January 23-25. While typically a raffle may be approved, because HYHA has a premise permit elsewhere, their application must be approved by City Council Resolution.

SUPPORTING INFORMATION

- Resolution 2026-001

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2026-001

**RESOLUTION APPROVING LG230 APPLICATION TO CONDUCT
OFF-SITE LAWFUL GAMBLING BY HOPKINS YOUTH HOCKEY ASSOCIATION
AT THE HOPKINS PAVILION**

WHEREAS, Minnesota Statutes Chapter 349 provides that organizations licensed by the Gambling Control Board must obtain authority from the Board to conduct lawful gambling at a specific location. The statute also stipulates that the application will not be approved unless the organization submits a resolution of approval by the local unit of government; and

WHEREAS, Hopkins Youth Hockey Association has submitted an LG230 Application to Conduct Off-Site Gambling at the Hopkins Pavilion, 11000 Excelsior Boulevard, Hopkins; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hopkins, Minnesota, hereby approves the lawful gambling application to conduct a raffle on January 23-25, 2006, at the Hopkins Pavilion.

Adopted by the City Council of the City of Hopkins on this 6th day of January 2026.

By: _____
Patrick Hanlon, Mayor

ATTEST:

Amy Domeier, City Clerk



CITY OF HOPKINS

City Council Report 2026-005

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

From: Revée Needham, Community Development Manager

Date: January 6, 2026

Subject: Approve Metropolitan Council Policy and Program Development Grant Agreement

RECOMMENDED ACTION

MOTION TO approve Metropolitan Council Policy and Program Development grant agreement.

OVERVIEW

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 was available in funding for 2025, with a limit of \$50,000 per City. There is no local match required for the program.

City of Hopkins Application

The City was notified that we would be receiving \$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. The Request for Proposals (RFP) to hire a consultant will be published after the grant agreement has been signed. The Grant Agreement has been reviewed by the City Attorney.

SUPPORTING INFORMATION

- Grant Agreement

**U.S. Department of Housing and Urban Development
 Pathways to Reducing Obstacles to Housing (PRO Housing) Grant Program
 Livable Communities Policy & Program Development Grant
 Metropolitan Council Grant Agreement**

SUBRECIPIENT: City of Hopkins		GRANT NO. SG-23HP-04
SUBRECIPIENT UEI:		
PROJECT: Housing Assessment & LAHA Planning (See ATTACHMENT A)		
GRANT AMOUNT: \$50,000	COUNCIL GRANT CYCLE: 2025 – Round 2	
PROJECT ACTIVITY PERIOD: September 11, 2025 – December 31, 2027		
FEDERAL AWARDING AGENCY: U.S. Department of Housing and Urban Development		
FEDERAL AWARD NAME: Pathways to Reducing Obstacles to Housing		
DATE OF FEDERAL AWARD: August 23, 2024		
COUNCIL ACTION: September 10, 2025	EXPIRATION DATE: December 31, 2027	

(Reviewed by OGC 11/18/25)

PATHWAYS TO REDUCING OBSTACLES TO HOUSING GRANT PROGRAM

**LIVABLE COMMUNITIES POLICY & PROGRAM DEVELOPMENT
 GRANT AGREEMENT**

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

1. The Council has applied for and received a grant award from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383.
2. The Council received the grant through the 2023 U.S. Department of Housing and Urban Development’s Pathways to Reducing Obstacles to Housing grant program (“HUD PRO Housing”), which included the “Project” identified on Page 1 of this Agreement.
3. This Agreement establishes the terms and conditions under which the Subrecipient will receive and expend the HUD grant funding.

**U.S. Department of Housing and Urban Development
Pathways to Reducing Obstacles to Housing (PRO Housing) Grant Program
Livable Communities Policy & Program Development Grant
Metropolitan Council Grant Agreement**

4. The Council awarded HUD PRO Housing grant program funds to the Subrecipient with the understanding that the Policy and Affordable Housing Program Development Project described in the application will proceed to completion in a timely manner and all program funding under this Agreement 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 Subrecipient and the Council agree as follows:

I. 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) **Approved Budget.** “Approved Budget” means the Project budget contained in the attachment to this Agreement (“Attachment A”) that details the costs associated with each activity. Attachment A is incorporated into and is part of this Agreement.
- (b) **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 Subrecipient was awarded the Policy and Program Development grant funded by HUD Pathways to Reducing Obstacles to Housing Grant Program funds.
- (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) **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.
- (e) **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.
- (f) **Metropolitan Area.** “Metropolitan Area” means the seven-county metropolitan area as defined by Minnesota Statutes section 473.121, subdivision 2.
- (g) **Project Activity Period.** “Project Activity Period” means the time period identified on Page 1 within which eligible activities must be completed. The Project Activity Period may have commenced before the Effective Date of this Agreement.

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(h) **Project.** “Project” means the grant-funded activities for which funding is awarded and described in Attachment A of this Agreement.

II. SCOPE OF SERVICE

2.01 Source of Funds. The grant funds made available to the Subrecipient under this Agreement are from the FY23 HUD Pathways to Reducing Obstacles (PRO) to Housing grant award to the Council.

2.02 Grant Amount. The Council will grant to the Subrecipient the “Grant Amount” identified at Page 1 of this Agreement. The Council’s obligation to reimburse the Subrecipient for eligible grant-funded expenditures shall not exceed the Grant Amount. Notwithstanding any other provision of this Agreement, the Subrecipient understands and agrees that a condition precedent to the Council paying Subrecipient under this Agreement is that the HUD PRO Housing grant funds are available to the Council. Subrecipient understands that any reduction or termination of the HUD PRO Housing grant funds made available to the Council will result in a like reduction in the Grant Amount made available to the Subrecipient.

2.03 Authorized Use of Grant Funds. The Subrecipient must use Grant Funds only for the costs that are: (1) HUD-eligible expenses; (2) in accordance with Attachment A; and (3) directly incurred for the Project during the Project Activity Period.

2.04 Eligible Costs. Costs incurred by the Subrecipient before the Project Activity Period and costs incurred by the Subrecipient after the Project Activity Period are not eligible for reimbursement. All expenses are subject to HUD regulations and guidance, as applicable.

2.05 Ineligible Uses. Grant funds must be used for eligible costs directly associated with the 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 Subrecipient or others to supplant or replace: (a) grant or loan funds obtained for the Project from other sources; (b) Subrecipient contributions to the Project, including financial assistance or other resources of the Subrecipient; or (c) funding or budgetary commitments made by the Subrecipient 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 Subrecipient or others in the implementation or performance of the Project activities. The Subrecipient agrees to comply with any “business subsidy” requirements of Minnesota Statutes sections 116J.993 to 116J.995 that apply to the Subrecipient’s expenditures or uses of the grant funds.

2.06 National Objectives. All activities funded with grant funds must meet one of the Community Development Block Grant (CDBG) program’s National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 C.F.R. 570.208. The Subrecipient certifies that the activities carried out under this Agreement will benefit low- and

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moderate-income persons and meet community development needs having a particular urgency through breaking down barriers to improve availability and access to affordable housing.

III. PAYMENT

3.01 Payment Requests and Disbursements. The Council will disburse grant funds in response to payment requests submitted by the Subrecipient 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 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 Subrecipient noncompliance with this Agreement.

The Council shall disburse grant funds for grant-eligible expenditures within thirty-five (35) days of the receipt of satisfactory documentation from the Subrecipient. Subrecipient may submit for reimbursement as often as monthly. **Notwithstanding the provisions of this Section 3.01, the Council will not disburse any grant funds to the Subrecipient unless the governing body of the subrecipient (or the governing body of the Participating Municipality with which the Project is located) has adopted a Fair Housing Policy as required by Section 7.12.**

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 Subrecipient: (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 9.01. If the required deliverables are not submitted within the term and closeout period specified in Section 8.03, the Council shall have no obligation to disburse the remaining 10 percent. In such cases, the Council may revert the remaining funds for redistribution through future funding cycles or as otherwise permitted by law.

3.02 Interest Earnings. If the Subrecipient earns any interest or other income from the grant funds received from the Council under this Agreement, the Subrecipient will use the interest earnings or income only for: (a) implementing the Project activities described or identified in Attachment A.

IV. AMENDMENTS

4.01 Amendments and Extension. The Council and the Subrecipient 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 Subrecipient. If the Subrecipient needs a change to the Project, additional time within which to complete the grant-funded activities, a change in the budget, or a change in grant-funded activities, the Subrecipient 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

**U.S. Department of Housing and Urban Development
Pathways to Reducing Obstacles to Housing (PRO Housing) Grant Program
Livable Communities Policy & Program Development Grant
Metropolitan Council Grant Agreement**

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 on page 1 of this Agreement.**

4.02 Project Changes. The Subrecipient must promptly inform the Council in writing of any significant changes to the Project activities described or identified in Attachment A. Failure to inform the Council of any significant changes to the Project or significant changes to grant-funded Project activities, and use of grant funds for ineligible or unauthorized purposes, may jeopardize the Subrecipient's eligibility for future awards. Grant funds will not be disbursed prior to Council approval of significant changes to the Project.

4.03 Budget Variance. The Subrecipient 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 Project activities for which the Council awarded the grant funds; (b) the reallocation does not significantly change the Project deliverables; and (c) the Subrecipient 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 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.

V. NOTICES

5.01 Notices. Any notice in connection with this Agreement will be in writing and delivered by (a) personal delivery, (b) an overnight express courier, (c) confirmed e-mail, or (d) certified or registered mail, postage prepaid and return receipt requested. Notices will be deemed to be effective upon personal delivery, one (1) day after deposit with an overnight express courier, five (5) days after deposit in the mail, or upon receipt of the notice e-mail. Notices will be sent to a party at its address set forth below.

5.02 Authorized Agents. Payment requests, written progress reports, notices, and correspondence between the Council and the Subrecipient pursuant to this Agreement shall be directed to the Authorized Agents named below or their successors through the Council's online grants administration portal or to the below contact information or other such address as the Party may specify in writing pursuant to this section:

COUNCIL AUTHORIZED AGENT
Erin Brueggemann
Metropolitan Council
CD & MTS Finance and Administration
390 Robert Street North
Saint Paul, Minnesota 55101-1805
erin.brueggemann@metc.state.mn.us

**U.S. Department of Housing and Urban Development
Pathways to Reducing Obstacles to Housing (PRO Housing) Grant Program
Livable Communities Policy & Program Development Grant
Metropolitan Council Grant Agreement**

SUBRECIPIENT AUTHORIZED AGENT

Subrecipient: Click or tap here to enter text.
Name: Click or tap here to enter text.
Mailing Address: Click or tap here to enter text.
E-mail: Click or tap here to enter text.

VI. SPECIAL CONDITIONS

6.01 Restrictions on Loans. The Subrecipient shall not use the grant funds to make loans to any subgrantee, subrecipient, or contractor and the Subrecipient 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 6.01 shall be included in all subgrant and Subrecipient agreements, and contracts.

6.02 Loss of Grant Funds. The Subrecipient 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 3.02 that are not used for the purposes of implementing the grant-funded Project activities described or identified in Attachment A. For the purposes of this Agreement, grant funds are “expended” prior to the Expiration Date if the Subrecipient pays or is obligated to pay for expenses of eligible grant-funded Project activities that occurred prior to the Expiration Date and the eligible expenses were incurred prior to the Expiration Date.

VII. GENERAL CONDITIONS

7.01 General Compliance. The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the Council’s environmental responsibilities described in 24 C.F.R. 570.604 and (2) the Subrecipient does not assume the Council’s responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

7.02 Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Council shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

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7.03 Indemnification. The Subrecipient assumes liability for and agrees to defend, indemnify, and hold harmless the Council, its members, officers, employees, and agents, from and against all losses, damages, expenses, liability, claims, suits, or demands including, without limitation, attorney's fees arising out of, resulting from, or relating to, the performance of the Project activities by the Subrecipient or the Subrecipient's employees, agents, or contractors. Neither the Council nor the Subrecipient waives any immunities or limits on liability provided by Minnesota Statutes chapter 466 or other applicable state or federal law.

7.04 Workers' Compensation. The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

7.05 Insurance & Bonding. The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase blanket fidelity bond covering all employees in an amount equal to cash advances from the Council.

The Subrecipient shall comply with the bonding and insurance requirements of 2 C.F.R 200, Bonding and Insurance.

7.06 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 Project activities described or identified in Attachment A.

7.07 Subgrantees, Contractors and Subcontractors. The Subrecipient shall include in any subgrant, contract or subcontract for 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 Subrecipient 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.

7.08 Acknowledgments and Signage. The Subrecipient will acknowledge the financial assistance provided by the Council in promotional materials, press releases, reports and publications relating to the Project. The acknowledgment will contain the following or similar language:

Funding support for this project was provided by the U.S. Department of Housing and Urban Development and the Metropolitan Council.

The acknowledgment should refer to the "Metropolitan Council" (not "Met Council" or "Metro Council").

7.09 Suspension or Termination. In accordance with 2 C.F.R. 200, the Council may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

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1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Council reports that are incorrect or incomplete in any material respect.

In accordance with 2 C.F.R. 200, this Agreement may be terminated for convenience, in whole or in part, by the Council with the consent of the Subrecipient, or by the Subrecipient upon written notification to the Council by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Council determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Council may terminate the award in its entirety.

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

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

7.12 Fair Housing Policy. If the Project will include a housing component, the governing body of the Subrecipient (or the Participating Municipality within which the 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 Subrecipient'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>.

VIII. ADMINISTRATIVE REQUIREMENTS

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8.01 Accounting Standards. The Subrecipient agrees to comply with 2 C.F.R. 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

8.02 Accounting and Records. The Subrecipient 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 7.09 and 8.03, such accounts and records shall be kept and maintained by the Subrecipient for a period of six (6) years following the Council's acceptance and approval of Project closeout activities described or identified in Attachment A.

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 C.F.R. 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with the grant funds;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 C.F.R. 570.502, and 2 C.F.R.200; and
7. Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570.

8.03 Term and Closeout. The Subrecipient's obligation to the Council shall not end until all close-out requirements are completed. Unless terminated pursuant to Section 7.09, this Agreement expires on the "Expiration Date" identified at Page 1 of this Agreement. Failure of the Subrecipient to timely execute this Agreement does not extend the Expiration Date. The Subrecipient has one hundred twenty (120) calendar days after the Expiration Date to provide documentation and information necessary to closeout this Agreement and receive disbursements for eligible grant-funded activities as prescribed in Section 2.03. If the Subrecipient fails to provide necessary documentation and information during this 120-day closeout period, the Subrecipient shall not be eligible to receive any unpaid grant funds, and the Council will not disburse any unpaid grant funds to the Subrecipient. This 120-day closeout period does not extend any Subrecipient reporting deadlines established in this Agreement or authorize the Subrecipient to expend or commit any grant funds after the Expiration Date. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over grant funds, including program income.

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8.04 Audits & Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Council, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Council policy concerning Subrecipient audits and 2 C.F.R. 200. Pursuant to Minnesota Statutes section 16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the Subrecipient 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.

8.05 Access to Records. The Subrecipient shall furnish and cause each of its own Subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Council, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

8.06 Use and Reversion of Assets. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 C.F.R 200 and 24 C.F.R. 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Council any grant funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 C.F.R. 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Council an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Council. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be retained after compensating the Council an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

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IX. REPORTING

9.01 Report Requirements. The Subrecipient 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 Subrecipient reports shall describe the status of the activities described or identified in Attachment A. The reports shall also describe the project spending for the current reporting period and projected spending for future reporting periods. The Subrecipient 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 semi-annual and Final Reports will be determined by the Council. These reporting requirements shall survive the expiration or termination of this Agreement.

X. PROCUREMENT

10.01 Compliance. The Subrecipient shall comply with current Council policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Council upon termination of this Agreement.

10.02 OMB Standards. Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 C.F.R. 200.

XI. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

11.01 Relocation, Real Property Acquisition and One-for-One Housing Replacement. The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 C.F.R. Part 24 and 24 C.F.R. 570.606(b); (b) the requirements of 24 C.F.R. 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 C.F.R. 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 C.F.R. 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Council resolutions and policies concerning the displacement of persons from their residences.

XII. PERSONNEL & PARTICIPANT CONDITIONS

12.01 Compliance. The Subrecipient agrees to comply with the Minnesota Human Rights Act, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order

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11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

12.02 Nondiscrimination. The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act are still applicable. The Subrecipient 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.

12.03 Land Covenants. This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 C.F.R. 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Council and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

12.04 Section 504. The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The Council shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

XIII. AFFIRMATIVE ACTION

13.01 Approved Plan. The Subrecipient agrees that it shall be committed to carry out an Affirmative Action Program pursuant to 41 C.F.R. Part 60-2.1-2.36

13.02 Women and Minority Owned Businesses (W/MBE). If the Subrecipient is subject to 2 C.F.R. part 200, subpart D, and more specifically 2 C.F.R. 200.321, the Subrecipient shall take the affirmative steps listed in 2 C.F.R. 200.321(b)(1) through (6) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the Subrecipient procures property or services under this Agreement.

13.03 Notifications. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice,

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to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

13.04 Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

13.05 Subcontract Provisions. The Subrecipient will include the applicable provisions of Section XII Personnel and Participant Conditions, and Section XIII Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

XIV. EMPLOYMENT RESTRICTIONS

14.01 Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

14.02 Labor Standards. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. Ch. 37 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. § 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 C.F.R. 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Council for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Council pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 C.F.R. 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations and provisions meeting the requirements of this paragraph.

14.03 "Section 3" Clause.

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- (a) **Compliance.** Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 C.F.R. Part 75, and all applicable rules and orders issued hereunder prior to the execution of this contract shall be a condition of the Federal financial assistance provided under this contract and binding upon the Council, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Council, the Subrecipient, and any of the Subrecipients' Subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements. The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- (b) **Notifications.** The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or

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understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- (c) **Subcontracts.** The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

XV. CONDUCT

15.01 Assignability. The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Council.

15.02 Subcontracts.

- (a) **Approvals.** The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Council prior to the execution of such agreement, except as already authorized in the Action Plan.
- (b) **Monitoring.** The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- (c) **Content.** The Subrecipient shall cause all of the relevant provisions of this contract to be included in and made a part of any subcontract executed in the performance of this Agreement.
- (d) **Selection Process.** The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Council along with documentation concerning the selection process.

15.03 Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

15.04 Conflict of Interest. The Subrecipient agrees to abide by the provisions of 2 C.F.R. 200 and 570.611, which include (but are not limited to) the following:

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- (a) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.
- (b) No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- (c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Council, the Subrecipient, or any designated public agency.

15.05 Lobbying. The Subrecipient certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- (c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- (d) **Lobbying Certification.** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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15.06 Authorization to Reproduce Images. The Subrecipient certifies that the Subrecipient: (a) is the owner of any renderings, images, perspectives, sections, diagrams, photographs or other copyrightable materials (collectively, “copyrightable materials”) that are submitted to the Council after grant award, or that the Subrecipient is fully authorized to grant permissions regarding the copyrightable materials; and (b) the copyrightable materials do not infringe upon the copyrights of others. The Subrecipient 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 Subrecipient also agrees the Subrecipient will not hold the Council responsible for the unauthorized use of the copyrightable materials by third parties.

15.07 Religious Activities. The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 C.F.R. 570.200(j), such as worship, religious instruction, or proselytization.

XVI. ENVIRONMENTAL CONDITIONS

16.01 Air and Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. 50, as amended.

16.02 Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

16.03 Historic Preservation. The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 C.F.R. 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

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In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XVII. SEVERABILITY

17.01 Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XVIII. SECTION HEADINGS AND SUBHEADINGS

18.01 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIX. WAIVER

19.01 Waiver. The Council's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Council to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XX. ENTIRE AGREEMENT

20.01 Entire Agreement. This Agreement constitutes the entire agreement between the Council and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Council and the Subrecipient with respect to this Agreement.

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Livable Communities Policy & Program Development Grant
Metropolitan Council Grant Agreement**

IN WITNESS WHEREOF, the Subrecipient 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: _____

LisaBeth Barajas, Executive
Director
Community Development Division

Title: _____

Date: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Approved as to form:

**U.S. Department of Housing and Urban Development
Pathways to Reducing Obstacles to Housing (PRO Housing) Grant Program
Livable Communities Policy & Program Development Grant
Metropolitan Council Grant Agreement**

ATTACHMENT A

This attachment comprises this page and the succeeding page(s) which contain(s) a summary of the Project described in the application for Livable Communities Policy and Program Development Grant Program grant funds submitted in response to the Council's notice of availability of funds for the Funding Cycle identified at Page 1 of this Agreement. The summary reflects the Project activities for which the Subrecipient was awarded grant funds by the Council Action, and may reflect changes in Project funding sources, changes in funding amounts, or minor changes in the proposed 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 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 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 Project Summary and Location(s); and (4) the grant application.

**U.S. Department of Housing and Urban Development
 Pathways to Reducing Obstacles to Housing (PRO Housing) Grant Program
 Livable Communities Policy & Program Development Grant
 Metropolitan Council Grant Agreement**

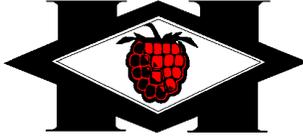
ATTACHMENT A

**Policy & Affordable Housing Program Development
 PRO Housing Project Summary**

Grant # SG-23HP-04
Type: Policy and Program Development (HUD PRO)
Subrecipient: City of Hopkins
Project Name: Housing Assessment & LAHA Planning
Project Location: N/A
Council District: 8 – Anjuli Cameron

Project Detail	
Project Overview	The City intends to complete a local housing needs assessment, including review of existing and emerging affordable housing funding sources (namely, LAHA and MN Housing’s AHTF Matching grant) to determine and prioritize local use of funding available. The project includes a review of local zoning and land use regulations, to identify barriers to affordable housing development or preservation, providing recommendations for future ordinance updates or program changes.
Funding	
Grant Amount	\$50,000
Use of funds	
Amount	Uses
\$50,000	Consultant Time
Deliverable	Strategic funding plan (LAHA and AHTF spending priorities)

*No funds are to be used for general administration



Finance Department

CITY OF HOPKINS

City Council Report 2026-007

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

From: Nick Bishop, Finance Director

Date: January 6, 2026

Subject: Designation of Official Depositories for 2026

RECOMMENDED ACTION

MOTION TO: Approve Resolution 2026-003 Designating Official Depositories for City Funds in 2026.

OVERVIEW

MN Statute 118A.02 requires that the City Council designate banks and financial institutions as official depositories for City Funds. This list gives staff authority to deposit funds with these institutions only.

The City worked with Wells Fargo Bank, N.A., Wells Fargo Securities LLC, Pershing Wealth Solutions BNY Mellon and Ehlers Investment Partners LLC in 2025. The City would like to continue these relationships in 2026.

SUPPORTING INFORMATION

- Resolution 2026-003

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2026-003

**DESIGNATING OFFICIAL DEPOSITORIES
FOR CITY FUNDS IN 2026**

WHEREAS, the City of Hopkins is required by law to designate depositories and financial institutions for City Funds; and

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Hopkins hereby designates Wells Fargo Bank , N.A. as an official depository for City Funds, both checking and savings; and

BE IT FURTHER RESOLVED, that the City Council of the City of Hopkins hereby designates as depositories and financial institutions for City funds, Wells Fargo Securities, LLC and Pershing Wealth Solutions BNY Mellon for all authorized and suitable investments covered under the City's Investment Policy, Legislative Policy 6-B.

BE IT FURTHER RESOLVED, that the City Council of the City of Hopkins hereby designates Wells Fargo Securities LLC and Ehlers Investment Partners LLC as agent/brokers for all authorized and suitable investments covered under the City's Investment Policy, Legislative Policy 6-B.

Adopted by the City Council of the City of Hopkins this 6th day of January, 2026.

By: _____
Patrick Hanlon, Mayor

ATTEST:

Amy Domeier, City Clerk



Finance Department

CITY OF HOPKINS

City Council Report 2026-009

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

From: Nick Bishop, Finance Director

Date: January 6, 2026

Subject: Ratify Checks Issued December 2025

RECOMMENDED ACTION

MOTION TO Ratify Checks issued between November 24, 2025 and December 30, 2025 with numbers 140790 through 141036 for total distribution of \$1,218,904.22.

OVERVIEW

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

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

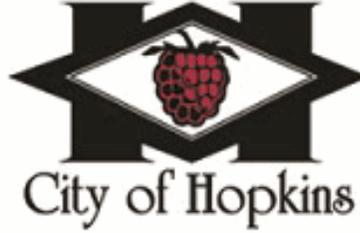
SUPPORTING INFORMATION

- Check Register

Accounts Payable

Checks by Date - Summary by Check Date

User: mschrick@hopkinsmn.com
Printed: 12/30/2025 1:37 PM



1010 First Street South
Hopkins, MN 55343

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

Check No	Vendor No	Vendor Name	Check Date	Check Amount
140790	08576	HOPKINS F.D. RELIEF ASSOC	12/04/2025	660.00
140791	08576	HOPKINS F.D. RELIEF ASSOC	12/04/2025	180.00
Total for 12/4/2025:				840.00
140792	01328	AIRGAS USA	12/05/2025	148.74
140793	29012	BARRON COUNTY WASTE TO ENERGY	12/05/2025	100.00
140794	02563	BOLTON & MENK, INC	12/05/2025	58,105.04
140795	27782	BOUND TREE MEDICAL LLC	12/05/2025	7.95
140796	27822	BRADS PRO AUDIO	12/05/2025	400.00
140797	31568	CARE RESOURCE CONNECTION	12/05/2025	1,250.00
140798	28987	CENTER FOR ENERGY & ENVIRONMENT	12/05/2025	585.00
140799	30127	CINTAS CORPORATION NO. 2	12/05/2025	114.60
140800	31935	CITY OF SHAKOPEE	12/05/2025	1,093.70
140801	31993	COLLECTIVE ACTION LAB LLC	12/05/2025	1,000.00
140802	26951	COMCAST	12/05/2025	69.95
140803	29430	ELECTRICAL PRODUCTION SERVICES	12/05/2025	20,095.91
140804	07185	GENUINE PARTS	12/05/2025	517.22
140805	31696	GMH ASPHALT CORPORATION	12/05/2025	150,887.17
140806	30184	GOVERNMENTJOBS.COM, INC.	12/05/2025	6,755.80
140807	31818	KAREN GREER	12/05/2025	150.00
140808	32212	RICHARD GREIFFENSTEIN	12/05/2025	200.00
140809	08001	HACH COMPANIES	12/05/2025	73.95
140810	31143	SARA HALPERN	12/05/2025	300.00
140811	08166	HENNEPIN CTY TREASURER	12/05/2025	7,570.40
140812	27248	HENNEPIN CTY TREASURER	12/05/2025	766.00
140813	29493	HENNEPIN CTY TREASURER	12/05/2025	13,828.90
140814	31912	HUSTON'S TREE SERVICE	12/05/2025	4,500.00
140815	09578	INNOVATIVE OFFICE SOLUTIONS LLC	12/05/2025	3,151.86
140816	30269	JANELLE JASPERS JONES	12/05/2025	200.00
140817	11161	KENNEDY & GRAVEN, CHARTERED	12/05/2025	22,682.80
140818	12160	LEAGUE OF MN CITIES	12/05/2025	6,920.02
140819	31895	LIFE-ASSIST	12/05/2025	353.00
140820	32211	ERIN LOPUHIN	12/05/2025	200.00
140821	30145	ZACH LUNDBERG	12/05/2025	800.00
140822	30145	ZACH LUNDBERG	12/05/2025	250.00
140823	13012	MACQUEEN EQUIPMENT INC	12/05/2025	538.90
140824	29524	MARTIN-MCALLISTER	12/05/2025	650.00
140825	32197	MINNETONKA MURALS LLC	12/05/2025	550.00
140826	13354	MN BENEFIT ASSOCIATION	12/05/2025	84.18
140827	31840	OPENGOV INC	12/05/2025	37,351.98
140828	31782	ORACLE AMERICA INC	12/05/2025	4,806.00
140829	31796	DAVID OSTLUND	12/05/2025	65.00
140830	30125	PROJECT COMPANY FINCO PHASE III	12/05/2025	63,994.11
140831	32210	JEFF AND SUSAN RADDE	12/05/2025	2,000.00
140832	32209	BRAYLON REYNOLDS	12/05/2025	500.00
140833	30043	RYAN'S TREE CARE, LLC	12/05/2025	3,680.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
140834	32187	SUSAN SCHWARTZ	12/05/2025	320.00
140835	19777	STREICHERS	12/05/2025	767.82
140836	29821	SUZY BOGGUSS CONCERTS LLC	12/05/2025	5,000.00
140837	32132	THE ISLAND MEDIA	12/05/2025	310.00
140838	31688	TRIMBLE INC	12/05/2025	128.00
140839	03440	ULTIMATE SAFETY CONCEPTS INC	12/05/2025	3,082.14
140840	29490	VERIZON WIRELESS	12/05/2025	704.32
140841	23720	WSB & ASSOCIATES INC	12/05/2025	792.00
Total for 12/5/2025:				428,402.46
140842	31331	ACME ELECTRIC MOTOR INC	12/12/2025	1,432.34
140843	01125	ADT SECURITY SERVICES	12/12/2025	128.84
140844	32059	AMMA PARENTING	12/12/2025	350.00
140845	30933	ANCHOR SOLAR INVESTMENTS LLC	12/12/2025	3,772.41
140846	32028	ASCEN TEK INC	12/12/2025	189.28
140847	02047	BADGER METER INC	12/12/2025	96.14
140848	02563	BOLTON & MENK, INC	12/12/2025	103,315.68
140849	32214	DAVE BORN	12/12/2025	500.00
140850	31568	CARE RESOURCE CONNECTION	12/12/2025	1,250.00
140851	03160	CENTERPOINT ENERGY MINNEGASC	12/12/2025	21.52
140852	28430	CENTURY LINK	12/12/2025	225.60
140853	31267	CINTAS CORPORATION	12/12/2025	286.49
140854	26951	COMCAST	12/12/2025	248.58
140855	31032	COVERALL NORTH AMERICA	12/12/2025	5,965.00
140856	27060	CROWN MARKING INC	12/12/2025	396.89
140857	28747	CULLIGAN BOTTLED WATER CO	12/12/2025	135.45
140858	04328	DISPLAY SALES	12/12/2025	1,072.00
140859	32213	DOUGLAS DYRLAND	12/12/2025	500.00
140860	30431	EHLERS INVESTMENT PARTNERS LLC	12/12/2025	13,000.00
140861	30330	FAE LSE 6 LLC	12/12/2025	5,160.63
140862	30601	FAE LSE 8 LLC	12/12/2025	4,977.40
140863	31407	FIRST ARRIVING IO INC	12/12/2025	3,011.56
140864	28628	FLEETPRIDE INC	12/12/2025	299.18
140865	31278	GERTEN GREENHOUSES & GARDEN C	12/12/2025	504.85
140866	07564	GOPHER STATE ONE-CALL, INC	12/12/2025	174.15
140867	29377	GRAINGER, INC	12/12/2025	1,128.08
140868	32216	DENNIS GUILLAUME	12/12/2025	176.96
140869	08004	HANCE HARDWARE, INC	12/12/2025	3,082.01
140870	29748	HENNEPIN COUNTY PUBLIC WORKS	12/12/2025	11,386.85
140871	08223	HENNEPIN CTY TREASURER	12/12/2025	11,734.80
140872	30541	HENNEPIN HEALTHCARE SYSTEM IN	12/12/2025	200.00
140873	08585	HOPKINS PET HOSPITAL	12/12/2025	1,981.70
140874	29345	IMPACT MAILING OF MN	12/12/2025	8,082.69
140875	10585	JOHNSTONE SUPPLY	12/12/2025	87.56
140876	31895	LIFE-ASSIST	12/12/2025	129.90
140877	30165	THOMAS LORENTZ	12/12/2025	500.00
140878	13012	MACQUEEN EQUIPMENT INC	12/12/2025	81.33
140879	13179	METROPOLITAN COUNCIL	12/12/2025	168,680.06
140880	29781	MN DEPT OF LABOR & INDUSTRY	12/12/2025	100.00
140881	29523	MN MECHANICAL SOLUTIONS	12/12/2025	5,860.00
140882	31819	MOBILE HEALTH SERVICES LLC	12/12/2025	3,817.00
140883	32129	JENNER MORETTO	12/12/2025	160.00
140884	31361	NET TRANSCRIPTS INC	12/12/2025	50.37
140885	30300	NORDIC SOLAR HOLDCO LLC	12/12/2025	3,869.29
140886	29317	OFFICE OF MN IT SERVICES	12/12/2025	292.95
140887	15682	ORKIN LLC	12/12/2025	150.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
140888	04573	QUALITY RESOURCE GROUP INC	12/12/2025	158.81
140889	17806	QWEST CORP	12/12/2025	67.63
140890	32217	HARLEY ROSATI	12/12/2025	49.99
140891	19085	SCHINDLER ELEVATOR CORP	12/12/2025	2,863.79
140892	19602	SPS COMPANIES INC	12/12/2025	199.32
140893	19730	STERICYCLE INC	12/12/2025	109.23
140894	31626	EMILY SUJKA	12/12/2025	1,000.00
140895	20120	TDS METROCOM - MN	12/12/2025	98.51
140896	20294	THYSSENKRUPP ELEVATOR	12/12/2025	733.44
140897	32091	VESTIS	12/12/2025	83.10
140898	27900	WATER CONSERVATION SERVICES	12/12/2025	996.30
140899	32215	NATHAN WHITE	12/12/2025	1,998.00
140900	28123	WRAP CITY GRAPHICS INC	12/12/2025	190.00
140901	25080	XCEL ENERGY	12/12/2025	189.16
140902	25080	XCEL ENERGY	12/12/2025	139.67
140903	25080	XCEL ENERGY	12/12/2025	9.83
140904	25080	XCEL ENERGY	12/12/2025	199.71
140905	25080	XCEL ENERGY	12/12/2025	232.04
140906	25080	XCEL ENERGY	12/12/2025	168.78
140907	25080	XCEL ENERGY	12/12/2025	165.72
140908	25080	XCEL ENERGY	12/12/2025	113.47
140909	25080	XCEL ENERGY	12/12/2025	80.73
140910	25080	XCEL ENERGY	12/12/2025	63.37
140911	25080	XCEL ENERGY	12/12/2025	129.88
140912	31892	EMILY ZIRING	12/12/2025	40.00
Total for 12/12/2025:				378,646.02
140913	16801	PUMP & METER SERVICE, INC	12/17/2025	2,712.98
Total for 12/17/2025:				2,712.98
140914	UB*01144	BRENT ANDERSON	12/19/2025	14.71
140915	UB*01158	WILLIAM ANDERSON	12/19/2025	98.80
140916	UB*01159	PAUL L CARLSON	12/19/2025	185.03
140917	UB*01161	DICKSON AND DICKSON	12/19/2025	207.81
140918	UB*01160	SAMUEL GALE	12/19/2025	458.61
140919	UB*01152	ALEXIS GALLAGHER	12/19/2025	143.09
140920	UB*01153	MARLEE GARTNER	12/19/2025	81.66
140921	UB*01149	AUSTIN HAGG	12/19/2025	158.18
140922	UB*01142	JACK & NICOLLE HENDRIX	12/19/2025	64.92
140923	UB*01156	SETH HOFLAND	12/19/2025	66.19
140924	UB*01147	PAUL B JOHNSEN	12/19/2025	96.85
140925	UB*01145	DAVID JOHNSON	12/19/2025	46.28
140926	UB*01154	TAMMY JOHNSON	12/19/2025	198.76
140927	UB*01150	KL MN 1 LLC	12/19/2025	141.77
140928	UB*01143	LENHER INVEST CO	12/19/2025	1,080.00
140929	UB*01148	DANIEL MEYER	12/19/2025	104.46
140930	UB*01151	TYLER PIWOWARCZYK	12/19/2025	109.25
140931	UB*01155	ALISON RYAN	12/19/2025	2.12
140932	UB*01146	DAVID SMITH	12/19/2025	52.80
140933	UB*01157	KYLE STAHL	12/19/2025	54.98
140934	29821	SUZY BOGGUSS CONCERTS LLC	12/19/2025	2,113.00
Total for 12/19/2025:				5,479.27

Check No	Vendor No	Vendor Name	Check Date	Check Amount
140935	30023	CIGNA HEALTH AND LIFE INSURANC	12/22/2025	1,249.02
140936	30728	AFSCME COUNCIL 5	12/22/2025	852.38
140937	09801	CENTRAL PENSION FUND	12/22/2025	1,720.00
140938	31875	Crime Prevention Fund Hopkins	12/22/2025	64.00
140939	08625	HOPKINS POLICE ASSOCIATION	12/22/2025	567.00
140940	30941	HOPKINS POLICE CRIME FUND	12/22/2025	57.44
140941	31683	C/O John Meyer INTERNATIONAL ASSC	12/22/2025	435.12
140942	12012	LAW ENFORCEMENT LABOR SERVICE	12/22/2025	2,100.32
140943	30392	CIGNA LIFE INS COMP OF AMERICA -	12/22/2025	792.86
140944	30391	THE HARTFORD LTD	12/22/2025	2,673.08
140945	08568	RESOURCE WEST	12/22/2025	1.00
140946	30390	THE HARTFORD STD	12/22/2025	3,692.48
140947	21523	UNION LOCAL 49	12/22/2025	752.50
140948	21529	UNITED WAY	12/22/2025	55.00
140949	19162	2ND WIND EXERCISE	12/22/2025	434.00
140950	31825	7-ELEVEN INC	12/22/2025	50.00
140951	30364	ABDO LLP	12/22/2025	2,421.00
140952	01045	ABM EQUIPMENT & SUPPLY LLC	12/22/2025	155.77
140953	31331	ACME ELECTRIC MOTOR INC	12/22/2025	26.39
140954	32227	CRAIG ADDIEGO	12/22/2025	89.03
140955	29535	ADVANCED ENGINEERING	12/22/2025	3,780.00
140956	28422	ADVANCED IMAGING SOLUTIONS	12/22/2025	4,333.66
140957	01543	ANCOM COMMUNICATIONS INC	12/22/2025	550.00
140958	31857	CHRISTINE ANDRES	12/22/2025	899.00
140959	29512	BACHMAN'S	12/22/2025	1,696.31
140960	29817	GARY BINGER	12/22/2025	8,400.00
140961	02563	BOLTON & MENK, INC	12/22/2025	82,933.00
140962	32221	BRIAN L BOUCHER	12/22/2025	1,227.60
140963	32101	HEATHER BUESSELER	12/22/2025	2,709.64
140964	03160	CENTERPOINT ENERGY MINNEGASC	12/22/2025	3,258.07
140965	28981	CHESTNUT CAMBRONNE PA	12/22/2025	13,143.91
140966	31267	CINTAS CORPORATION	12/22/2025	843.72
140967	30127	CINTAS CORPORATION NO. 2	12/22/2025	114.60
140968	32182	DANIELLE COFFIELD	12/22/2025	160.00
140969	31676	COLLINS BROTHERS TOWING OF ST C	12/22/2025	144.10
140970	26951	COMCAST	12/22/2025	557.70
140971	29981	CORE & MAIN LP	12/22/2025	5,949.48
140972	03579	CORNERHOUSE	12/22/2025	8,463.00
140973	03640	CPT SERVICES, INC	12/22/2025	495.00
140974	28747	CULLIGAN BOTTLED WATER CO	12/22/2025	222.10
140975	29717	RORY DEMESY	12/22/2025	2,285.00
140976	28898	ECM PUBLISHERS INC	12/22/2025	98.00
140977	29035	EDEN PRAIRIE POLICE DEPT	12/22/2025	450.96
140978	29430	ELECTRICAL PRODUCTION SERVICES	12/22/2025	12,601.00
140979	29006	ENTERPRISE FLEET MANAGEMENT	12/22/2025	4,293.55
140980	30601	FAE LSE 8 LLC	12/22/2025	2,675.02
140981	29491	FERGUSON WATERWORKS #2518	12/22/2025	5,373.31
140982	07689	GRAFIX SHOPPE	12/22/2025	114.48
140983	32066	GREAT NORTHERN ENVIRONMENTAL	12/22/2025	3,357.00
140984	32224	DANIEL GUYA	12/22/2025	25.00
140985	08001	HACH COMPANIES	12/22/2025	558.71
140986	08166	HENNEPIN CTY TREASURER	12/22/2025	5,542.97
140987	08179	HENNEPIN CTY TREASURER	12/22/2025	1,007.28
140988	29818	HIAWATHA TREE SERVICE INC.	12/22/2025	4,725.00
140989	32220	CARL J HIETALA	12/22/2025	1,608.65
140990	31401	HOMELAND HEALTH SPECIALISTS IN	12/22/2025	101.80
140991	32113	IDI	12/22/2025	200.50

Check No	Vendor No	Vendor Name	Check Date	Check Amount
140992	09534	INTERSTATE BATTERY SYSTEM	12/22/2025	1,995.40
140993	28537	IS LAX LLC	12/22/2025	1,905.50
140994	11013	KATH FUEL OIL SERVICE	12/22/2025	1,517.80
140995	11161	KENNEDY & GRAVEN, CHARTERED	12/22/2025	18,152.35
140996	31727	PHILLIP KIVEL	12/22/2025	501.00
140997	32218	MARK KRAFVE	12/22/2025	874.31
140998	29529	LEXISNEXIS RISK SOLUTIONS	12/22/2025	102.49
140999	32222	MARA LIEPPMAN	12/22/2025	1,318.69
141000	31815	MANSFIELD SERVICE PARTNERS LLC	12/22/2025	17,409.62
141001	31505	MARTIN MARIETTA MATERIALS INC	12/22/2025	79.25
141002	31896	KATHARINA MCMAHON	12/22/2025	5,414.00
141003	13160	MEDICINE LAKE TOURS	12/22/2025	1,862.00
141004	32072	NATHAN MILLER	12/22/2025	200.00
141005	32167	ADAM MINTER	12/22/2025	200.00
141006	13375	MN DEPT OF HEALTH	12/22/2025	8,582.00
141007	29598	MN DVS RENEWAL/TITLE & REGISTR	12/22/2025	1,091.50
141008	27576	MN POLLUTION CONTROL AGENCY	12/22/2025	6,300.00
141009	13412	MN TROPHIES & GIFTS	12/22/2025	217.42
141010	31578	JOSHUA MONTGOMERY	12/22/2025	200.00
141011	31361	NET TRANSCRIPTS INC	12/22/2025	76.65
141012	28540	OAK RIDGE COUNTRY CLUB	12/22/2025	3,626.45
141013	32219	PAUL DAVID BROWN IRREV TRUST	12/22/2025	1,227.60
141014	32018	PILGRIM DRY CLEANERS	12/22/2025	13,338.27
141015	17806	QWEST CORP	12/22/2025	333.26
141016	31120	REPUBLIC SERVICES INC	12/22/2025	35,048.01
141017	19004	SAMARITAN TIRE COMPANY	12/22/2025	194.68
141018	32225	EMEL SHEHRZAD	12/22/2025	175.00
141019	19520	SNAP PRINT INC	12/22/2025	125.00
141020	28590	ST CLOUD STATE UNIV	12/22/2025	1,070.00
141021	19777	STREICHERS	12/22/2025	34,496.50
141022	30093	TRANSUNION RISK AND ALTERNATIV	12/22/2025	196.30
141023	30651	TRITECH SOFTWARE SYSTEMS	12/22/2025	22,511.62
141024	20887	TWIN CITY WATER CLINIC	12/22/2025	340.00
141025	32226	MICHAEL UJIFUSA	12/22/2025	200.00
141026	22002	VALLEY-RICH COMPANY, INC	12/22/2025	9,812.31
141027	29466	VERIZON WIRELESS	12/22/2025	1,239.84
141028	29473	VERIZON WIRELESS	12/22/2025	503.40
141029	29475	VERIZON WIRELESS	12/22/2025	105.03
141030	30017	VERIZON WIRELESS	12/22/2025	2,463.40
141031	30819	VERIZON WIRELESS	12/22/2025	350.49
141032	31850	MICAH WESTBY	12/22/2025	899.00
141033	32223	PAUL WIESER	12/22/2025	1,227.60
141034	25080	XCEL ENERGY	12/22/2025	99.24
Total for 12/22/2025:				400,670.49
141035	28497	ALIVE & KICKIN	12/30/2025	500.00
141036	27492	FRIENDS OF THE HOPKINS	12/30/2025	1,653.00
Total for 12/30/2025:				2,153.00
Report Total (247 checks):				1,218,904.22



CITY OF HOPKINS

City Council Report 2026-007

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

From: Casey Casella, Assistant City Manager

Date: January 6, 2026

Subject: Approval of 2026 Union Contract with IAFF #1275 and Corresponding MOU

RECOMMENDED ACTION

MOTION TO Approve the 2026 Union Contract with IAFF #1275 and the MOU regarding HCSP Contribution.

OVERVIEW

This will ratify a 1-year contract with the Edina Professional Firefighters International Association of Fire Fighters (IAFF) representing Hopkins Firefighters.

The agreement added language from the MOU Transition to 24 hours shifts approved by City Council on July 15, 2025, and includes a 3% wage increase effective January 1, 2026.

Analysis of Issues

What economic issues are included in the new contract?

The agreement implements a new interpretation of overtime, which has an undetermined budget amount, but expected to be under \$10,000 for 2026.

Will the agreement keep the City market competitive?

The compensation in this agreement is consistent with the 2023 Citywide market study results for firefighter and provides the 3% COLA other unions and nonunion are expected to receive in 2026.

How does the agreement fit into the 2026 proposed budget.

The agreement is within the budgeted amounts of the proposed budget. Estimated budget impact in 2026 is under \$10,000.

SUPPORTING INFORMATION

- 2026 Union Agreement
- MOU Health Care Savings Plan Contribution

**Labor Agreement Between
City of Hopkins
And
Edina Professional Firefighters
International Association of Fire Fighters
(IAFF) Local No. 1275**

Effective January 1, 2026 through December 31, 2026

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DEFINITIONS

BASE RATE: The Employee's pay rate exclusive of overtime, premium, or any other special allowances or incentives.

CHIEF: The Fire Chief for the City of Hopkins or designee.

DEPARTMENT: The Fire Department for the City of Hopkins.

EMPLOYEE: A member of the exclusively recognized bargaining unit.

EMPLOYER: The City of Hopkins.

EMERGENCY: An unforeseen crisis situation or condition so defined by the EMPLOYER.

PERSONNEL OFFICER: The city official, designated by the City Manager, who is responsible for coordinating personnel matters for the City. The current Personnel Officer is the Assistant City Manager.

UNION: Local No. 1275, International Association of Fire Fighters (IAFF).

UNION MEMBER: A member of the International Association of Fire Fighters (IAFF).

ARTICLE 1 - PURPOSE

This AGREEMENT is entered into between the City of Hopkins, hereinafter called EMPLOYER, and Local No. 1275, International Association of Firefighters, hereinafter called the UNION. The intent and purpose of this AGREEMENT is to:

- 1.1 Promote working relationships between the parties
- 1.2 Place in writing the parties' agreement upon the terms and conditions of employment for the duration of this AGREEMENT
- 1.3 Establish procedures for the resolution of disputes concerning this AGREEMENT's interpretation and/or application

The EMPLOYER and the UNION continue their dedication to the highest quality of public service.

ARTICLE 2 - RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive bargaining representative, under Minnesota Statutes, Section 179A.03, Subdivision 14, as certified by the Bureau of Mediation Services on January 16, 2024, BMS Case No. 24PCE0919, and described as:

All Firefighters employed by the City of Hopkins, Minnesota, who are public employees within the meaning of Minn. Stat. Sec. 179A.03, Subd. 14 excluding supervisory, confidential and all other employees.

In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3 - UNION SECURITY

3.1 Dues

The EMPLOYER shall deduct from the wages of EMPLOYEES who authorize such deduction in writing an amount necessary to cover dues as required by Minnesota Statutes Section 179A.06, Subd. 6.

The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provision of this Article.

3.2 Union Business

The UNION may designate EMPLOYEES from the bargaining unit to act as Steward and an alternate and shall inform the EMPLOYER in writing of such choice and change in the position of Steward and/or alternate.

A Steward shall be granted legally required time off to perform their duties without infringing on the operation of the DEPARTMENT. Permission will be obtained in advance from the CHIEF or their designee.

ARTICLE 4 - EMPLOYER SECURITY

4.1 Managerial Rights

Except as limited by the specific provisions of this agreement, the EMPLOYER shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the EMPLOYER in all of its various aspects, including but not limited to the right to operate and manage all facilities and equipment; to establish or discontinue functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to schedule working hours and assign overtime; to select, direct and determine the number of personnel; to hire, promote, suspend, discipline or discharge personnel for just cause; to lay off or relieve EMPLOYEES due to lack of work or other reasons; to make and enforce reasonable rules and regulations; to take whatever actions may be necessary to carry out the missions of the EMPLOYER in emergencies; to contract with vendors or others for goods and/or services including the right to discontinue or subcontract any or all functions performed by members of this bargaining unit during the contract term, to take any and all actions necessary to carry out the operations of the EMPLOYER in situations involving a disaster or emergency consistent with the terms and conditions listed in this AGREEMENT to the extent practicable, to assign duties, tasks, and jobs, and to perform such other inherent managerial function as set forth in the Minnesota Public Employee Labor Relations Act.

In the event that the City proposes to discontinue or subcontract any or all functions performed by members of this bargaining unit during the contract term, the City agrees to meet with the UNION upon request to discuss the impacts of this management decision.

Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.

4.2 Work Rules

The parties recognize that EMPLOYEES shall perform the services and duties prescribed by the EMPLOYER and shall be governed by EMPLOYER rules, policies, regulations, directives and orders, provided that such rules, policies regulations, directives and orders are not inconsistent with the provisions of this AGREEMENT or state or federal laws.

4.3 Strike

The UNION agrees that during the life of the AGREEMENT, it will not cause, encourage, participate in or support any strike, slow-down or other interruption of, or interference with, the normal functions of the EMPLOYER.

Any EMPLOYEE who engages in a strike shall have their appointment or employment terminated by the EMPLOYER effective the date the violation first occurs.

An EMPLOYEE who is absent from any portion of their work assignment without permission, or who abstains wholly or in part from the full performance of their duties without permission from the EMPLOYER on the date or dates when a strike occurs is prima facie presumed to have engaged in a strike on such date or dates.

An EMPLOYEE who knowingly strikes and whose employment has been terminated for such action may, subsequent to such violation, be appointed or reappointed or employed or re-employed, but the EMPLOYEE shall be on probation for two years with respect to such employment status, tenure of employment or contract of employment, as the EMPLOYEE may have theretofore been entitled.

Upon request by the EMPLOYER, the UNION agrees to have its assigned business representative and the appropriate local union officers or steward notify all bargaining unit members of their obligation and responsibility for maintaining compliance with this Article and to encourage employees violating this Article to refrain from continuing the violation.

4.4 Job Duties

It is understood by the parties that every incidental duty connected with operations, enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the EMPLOYEE.

ARTICLE 5 - GRIEVANCE PROCEDURE

A grievance shall be defined as a dispute or disagreement raised by an EMPLOYEE against the EMPLOYER involving the violation or application of the specific provisions of this AGREEMENT.

5.1 Steps

Grievances shall be resolved in the following procedure:

Step 1: Within twenty-one (21) calendar days after such alleged violation has occurred, the EMPLOYEE shall present such grievance to the EMPLOYER-designated representative on the shift during which time the alleged violation occurred. The EMPLOYER-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) business days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

Step 2: If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) business days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

Step 3: If appealed, the written grievance shall be presented by the UNION and discussed with the PERSONNEL OFFICER. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S answer in writing within fifteen (15) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 4: A grievance unresolved in Step 3 and appealed to Step 4 may by mutual agreement be submitted to mediation through the Bureau of Mediation Services. Agreement to submit the GRIEVANCE to mediation must be made within fifteen (15) business days of the Step 3 response.

Step 5: A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

5.1 Arbitration Process

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this AGREEMENT. They shall consider and decide only the specific issue submitted to them in writing by the EMPLOYER and the UNION, and shall have no authority to

make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator shall submit their decisions in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later. The decision shall be based solely upon the arbitrator's interpretation or application of the express terms of this AGREEMENT and on the facts of the grievance presented. The fees and the expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the Association provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire verbatim record of the proceedings, the cost shall be shared equally.

5.2 Waiver

If a grievance is not presented within the time limits set forth above, it will be considered waived by the EMPLOYEE. If a grievance is not appealed to the next step in the specified time limit or any agreed extension thereof, it will be considered settled on the basis of the EMPLOYER'S last response. If the EMPLOYER does not answer a grievance or an appeal within the specified time limits, the EMPLOYEE shall treat the grievance as denied at that step and appeal the grievance to the next step. The time limits established in this Article may be extended by mutual consent of the EMPLOYER and the UNION and shall be in writing.

5.3 Choice of Remedy

Any EMPLOYEE electing to process a GRIEVANCE under the procedure outlined in this agreement shall not be entitled to process the same GRIEVANCE under any other remedy available to the EMPLOYEE except as required by law. Conversely, an EMPLOYEE electing to process a GRIEVANCE under another remedy available to the EMPLOYEE shall not also be entitled to process the same GRIEVANCE under the procedure outlined in this agreement except as required by law. The aggrieved EMPLOYEE shall indicate, in writing, which procedure is to be utilized and shall sign a statement to the effect that the choice of any one procedure precludes the aggrieved EMPLOYEE(s) from making a subsequent appeal under any other procedure(s) except in those cases where such waiver is prohibited by law. Nothing in this AGREEMENT shall limit an EMPLOYEE from making a discrimination charge with the Minnesota Human Rights Act and/or the federal Equal Employment Opportunity Commission and also filing a grievance.

ARTICLE 6 - WORK SCHEDULE

The EMPLOYER shall be the sole authority in determining work schedules, hours of employment, and changes thereto. When and under what circumstances work schedules and hours of employment are determined or changed shall be within the sole discretion of the EMPLOYER. Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum of hours the EMPLOYER may assign EMPLOYEES per day, per week, or per year. EMPLOYEES, not on probation, will be notified fourteen (14) days in advance of a work schedule.

The EMPLOYER may exercise its management rights to alter the total annual hours schedule for union employees. Changes to leave time to be accrued will follow what is outlined within this collective bargaining agreement.

6.1 Shift Exchange

EMPLOYEES may voluntarily exchange duty shifts with another EMPLOYEE provided that such exchange does not subject the EMPLOYER to liability for additional overtime compensation by virtue of such trading of duty shifts.

EMPLOYEES may exchange shifts only with the specific approval of the EMPLOYER and under the conditions established by the EMPLOYER.

All shift exchanges that are made and approved must be made up within twelve (12) months from the date on which the exchange is made.

If a shift change has been arranged between two EMPLOYEES covered by this contract, and if the EMPLOYEE who has agreed to work the shift does not show up, leave will be charged to that EMPLOYEE provided further such switching is not used for a basis for a claim for overtime.

6.2 Call Back

An EMPLOYEE who is called to duty and required to physically report to a specific location during scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1.5) times the Employee's BASE RATE. An extension or early report to a regularly scheduled shift for duty does not qualify for the two (2) hour minimum. Responding to a telephone call will not be considered a call back.

No EMPLOYEE receiving overtime pay shall be paid more than once for the same hours worked. No compounding of overtime pay will be allowed.

6.3 Shift Bidding

Annual shift schedules shall be posted by November 1st of the year for the following year. Annual vacation schedules shall be posted by December 1st of the year for the following year.

ARTICLE 7 - SENIORITY

Seniority shall be determined by the EMPLOYEE's length of continuous full time employment with the DEPARTMENT. Seniority rosters shall be maintained by the EMPLOYER.

7.1 Layoff/Recall

A reduction of the work force will be accomplished on the basis of seniority. EMPLOYEES shall be recalled from layoff on the basis of seniority. An EMPLOYEE on layoff shall have an opportunity to return to work within two (2) years of the time of their layoff before any new EMPLOYEE is hired. Recall notification shall be with EMPLOYEE having two (2) weeks to return to work to retain seniority.

ARTICLE 8 - RESIGNATION

The EMPLOYEES will be covered by the City of Hopkins Advance Resignation Notice Program is hereby adopted on the same basis as it applies to the general non-union employee group. Any revisions to the policy by the City will apply to the members of this bargaining unit.

ARTICLE 9 - DISCIPLINE

Discipline will be in one or more of the following forms:

- a) oral reprimand
- b) written reprimand
- c) suspension
- d) demotion
- e) discharge

ARTICLE 10 - COMPENSATION AND BENEFITS

Wages are outlined in Appendix A.

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.

An EMPLOYEE required to work a shift on the recognized holidays shall be eligible for holiday pay consisting of one and one-half (1.5) times the BASE RATE. For the purpose of this section, if 50% or more of a full work shift falls on one of the holidays, the full shift shall be compensated at holiday pay. If less than 50% of any full shift falls on one of the above holidays, no holiday pay shall be paid. EMPLOYEES required to work on holidays will receive one and one-half (1.5)

times the BASE RATE. Under no circumstances will the total compensation for the work on a holiday exceed one and one-half (1.5) times the BASE RATE.

An EMPLOYEE hired or terminating throughout the calendar year will have the number of paid holidays accrued on a prorated basis.

An EMPLOYEE switching from a 2912 to a 2080 schedule will begin accruing holiday time at the 2080 rate, and retain any unused hours accrued at the 2912 rate. Holiday hours accrued within a calendar year at the 2912 rate will not roll over to the following year. An EMPLOYEE switching between a 2080 schedule to a 2912 schedule will have the equivalent 2912 holiday hours provided on a prorated basis.

10.2 Overtime

The EMPLOYER agrees to pay overtime on actual hours worked in excess of 159 hours within a 21-day work period, at a rate of one and one-half times (1.5) base pay, as prescribed by the Fair Labor Standards Act. The work period shall begin on August 10, 2025.

Hours worked in excess of the regularly scheduled shift, as established by the Employer in the employee's work schedule, shall be considered overtime and shall be compensated for at the overtime rate of one and one-half times (1.5) base pay.

Payments made for compensated but not actually worked time, such as holiday leave or flex time, will not be calculated in total hours worked when determining overtime pay. Overtime hours paid do not count towards "hours worked" for overtime calculation per FLSA.

Express authorization by the EMPLOYER must be given before an EMPLOYEE can work overtime.

Overtime will be calculated to the nearest one-tenth (1/10) of an hour. Employees assigned to shifts who are not scheduled or assigned to work on the recognized holidays but are requested to work overtime shall receive an additional half (1/2) time pay over the one and a half (1 and ½) time holiday pay for those hours actually worked.

EMPLOYEES may not exchange shifts (e.g. swaps or substitutions) without express written approval from the EMPLOYER when such exchanges will subject the EMPLOYER to overtime liabilities.

An EMPLOYEE may be required to work overtime. Refusal to work such overtime may result in discipline.

10.3 Insurance

The EMPLOYER will provide the same increase in EMPLOYER contribution as is given to other City employees.

ARTICLE 11 - INCENTIVES

11.1 Tuition Reimbursement

The UNION adopts the EMPLOYER Tuition Reimbursement program.

11.2 Fitness Incentive

The City agrees to implement an annual fitness incentive program to be announced by Fire Administration before July 1, 2025. All Employees who pass the required testing will be eligible for the incentive payment in January 2026 and in the years after. The fitness incentive amount will be \$1,000.

11.3 Fire Marshal

Any employee who is assigned to Fire Marshal responsibilities shall receive incentive pay in accordance with Appendix A Wages.

ARTICLE 12 - LEAVE

The EMPLOYER will provide the same leave as is given to all other City employees. The UNION adopts the EMPLOYER Flex Leave program as it may be amended from time to time by the City. The EMPLOYER will provide leave utilizing the following Flex Leave accrual schedule (below).

Flex Leave Accrual Schedule											
Year	Leave		Year	Leave		Year	Leave		Year	Leave	
	Hours			Hours			Hours			Hours	
1	212.8		6	257.6		11	291		16	324.8	
2	224		7	268.8		12	291		17	324.8	
3	235.2		8	268.8		13	302		18	324.8	
4	246.4		9	280		14	313.6		19	324.8	
5	257.6		10	280		15	324.8		20	324.8	
									21	324.8	
									22	324.8	
									23	324.8	
									24	324.8	
									25	380.8	

An EMPLOYEE switching from a 2912 to a 2080 schedule will have leave accrued at the 2912 rate converted at a rate divided by 1.4. An EMPLOYEE switching from a 2080 schedule to a 2912 schedule will have the leave accrued at the 2080 rate converted at a rate multiplied by 1.4. Only leave accrued since August 10, 2025, is eligible to be converted in this manner.

The Employer reserves the right to meet its obligations under the Paid Family and Medical Leave law through participation in the state-administered program or through a private plan that complies with all applicable provisions of Minnesota law.

ARTICLE 13 - UNIFORM

Uniform items will be provided and replaced as determined by the EMPLOYER. A list of those uniform items that are authorized for use shall be kept by the CHIEF. Authorization for new or replacement uniform items rests exclusively with the EMPLOYER.

ARTICLE 14 - SAVINGS CLAUSE

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

ARTICLE 15 - COMPLETE AGREEMENT AND WAIVER OF BARGAINING

This AGREEMENT shall represent the complete agreement between the UNION and the EMPLOYER. The parties acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this AGREEMENT. Therefore, the EMPLOYER and the UNION, for the life of this AGREEMENT, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this AGREEMENT or with respect to any subject or matter not specifically referred to or covered in this AGREEMENT, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this AGREEMENT.

ARTICLE 16 - MUTUAL CONSENT CONTINGENCY

This AGREEMENT may be amended any time during its life upon the mutual consent of the EMPLOYER and the UNION. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this AGREEMENT.

ARTICLE 17 - DURATION

This agreement shall be effective as of the first day of January 2026 and shall remain in full force and effect until the 31st day of December 2026. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing of its intent to terminate.

In witness whereof, the parties hereto have executed this AGREEMENT on _____, 2026.

For the City of Hopkins:	For the IAFF Local No. 1275:
<p data-bbox="203 325 592 361">_____ Patrick Hanlon, Mayor</p> <p data-bbox="203 462 592 497">_____ Mike Mornson, City Manager</p>	<p data-bbox="821 325 1295 361">_____ Travis Jacobs, IAFF Local President</p> <p data-bbox="821 462 1312 497">_____ Thomas Dunn, IAFF Local Union Rep</p>

APPENDIX A - WAGES

2026 – 3% COLA

Effective January 1, 2026:

Firefighter - 2026	
Step	Annual
1	\$72,945.60
2	\$76,148.80
3	\$79,322.88
4	\$82,555.20
5	\$85,729.28
6	\$88,932.48
7	\$92,077.44
8	\$95,280.64
9	\$98,512.96

Supplemental: Fire Marshal assignment \$5,000/year, see section 11.3.

Memorandum of Understanding
Between the City of Hopkins and
Edina Professional Firefighters International Association of Fire Fighters (IAFF)
Local No. 1275
Health Care Savings Plan Contribution

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 January 1st 2026 through December 31st 2026; and

WHEREAS, All UNION members will participate in the Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP) pursuant to Minnesota Statute 352.98, which shall be administered as provided by law.

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

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

- 2.5% of gross salary

This memorandum will remain in effect from January 1st 2026 through December 31st 2026.

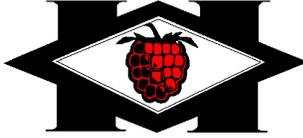
FOR THE CITY OF HOPKINS

FOR IAFF LOCAL #1275

Patrick Hanlon, Mayor

Travis Jacobs, Union

Mike Mornson, City Manager



Finance Department

CITY OF HOPKINS

City Council Report 2026-008

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

From: Nick Bishop, Finance Director

Date: January 6, 2025

Subject: Award the Sale of \$6,250,000 General Obligation Refunding Bonds,
Series 2026A

RECOMMENDED ACTION

MOTION TO Adopt Resolution No. 2026-002: Awarding the Sale of General Obligation Bonds, Series 2026A, in the original aggregate principal amount of \$6,250,000; fixing their form and specification; directing their execution and delivery; and providing for their payment.

OVERVIEW

The Series 2026A bonds will be a general obligation of the City for which its full faith, credit and taxing powers are pledged. The bonds are being issued to refinance \$7,335,000 General Obligation Temporary Bonds, Series 2023A. The City will write down a portion of the bonds with \$700,000 from the Storm Sewer Fund and \$120,000 in prepaid assessments.

The 2023A GO Temporary Bonds were originally issued for three purposes:

- 2023 street and utility reconstruction project in West Central Avenues funded with general tax levy, special assessments and utility revenues
- 2024 mill and overlay projects on 1st St. N and Lot 700 funded from a general tax levy.
- Equipment Purchase (Log Truck) funded through general tax levy

On December 23, 2025, Standard & Poor's reaffirmed the City's AA+ bond rating with a stable outlook. The rating report is attached.

At December 1, 2025 Council Meeting the City Council authorized the sale of \$6,250,000 General Obligation Refunding bonds. The bond bids will be accepted until 10:00 AM on January 6, 2026 at which time they will be reviewed and the recommendation incorporated into Resolution 2026-002.

SUPPORTING INFORMATION

- Standard & Poor's Rating Report
- Resolution 2026-002 (will be available at January 6th meeting)

Research Update:

Hopkins, MN Series 2026A GO Refunding Bonds Assigned 'AA+' Rating; Outlook Stable

December 23, 2025

Overview

- S&P Global Ratings assigned its 'AA+' long-term rating to the City of [Hopkins](#), Minn.'s \$6.25 million series 2026A general obligation (GO) refunding bonds.
- The outlook is stable.

Rationale

Security

Hopkins' proposed and existing GO debt is secured by the city's full-faith-and-credit pledge and ability to levy unlimited ad valorem property taxes. The city anticipates that the debt service of the 2026A bonds will be partially supported by special assessments and utility revenue, but we rate to its GO pledge. Series 2026A bond proceeds will be used to refund the city's series 2023A bonds.

The city plans to issue approximately \$7.5 million in GO bonds for its 2025 and 2026 improvement projects in spring 2026. The debt service is expected to be covered by property tax, utility, and special assessment revenue. In addition, the city may issue \$7.5 million in GO bonds for a new road and \$5.5 million in GO bonds for a public parking ramp, both within Tax Increment Financing (TIF) District No. 1-6 in 2026. If the debt is incurred, the related debt service is expected to be fully covered by TIF or special assessment revenue.

Credit highlights

The rating reflects our view of Hopkins' consistent tax base growth (despite a modest dip in fiscal 2025), robust gross county product and county-level incomes, solid financial performance and healthy reserves in the past few years, supported by prudent financial policies and practices, and relatively rapid debt amortization. These strengths are partially offset by the city's elevated per-capita debt burden and debt service carrying charge, as well as its below-average local household income levels.

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Hopkins, MN Series 2026A GO Refunding Bonds Assigned 'AA+' Rating; Outlook Stable

Hopkins is in Hennepin County in the Minneapolis-St. Paul-Bloomington metropolitan statistical area (MSA), which we consider to be broad and diverse. Its proximity to the Twin Cities allows easy access to employment and retail opportunities, which will further improve with the expansion of the Minneapolis light-rail system. Development throughout Hopkins remains strong, including ongoing expansions and redevelopment, as well as steady growth in both multifamily and single-family housing. We view the city's continuous tax base growth, coupled with access to the Twin Cities MSA, as a credit strength.

The city has a track record of healthy finances, with recent years' surpluses due to higher-than-budgeted interest income, as well as increased revenue from licenses, permits, and charges for services. In fiscal 2024, Hopkins realized a planned \$1.1 million general fund deficit, mainly driven by a \$488,000 transfer to the capital fund for deferred maintenance and a \$382,000 one-time expenditure relating to the implementation of Governmental Accounting Standards Board (GASB) No. 101. The reserve drawdown was in line with management's plan to reduce its general fund balance ratio to be closer to its policy target of 42% of expenditures. For fiscal 2025, the city projects another planned \$500,000 reserve drawdown to stay close to its reserve policy target. We view the city's reserve levels as solid and sufficient to support the rating despite the planned drawdowns. For fiscal years 2026 and 2027, management anticipates balanced budgets and no further reserve drawdowns.

Hopkins is backed by a strong management team that has implemented robust policies and practices. The city's debt profile, while elevated, has been historically managed within its budget and with commensurate increases in tax levies. Even given sizable debt service carrying charges and the city's additional debt plans in the next few years, we expect structural balance will continue, considering the expected self-supporting nature of the potential \$13 million additional debt for the road and public parking ramp projects in the new TIF district.

The rating reflects our opinion of Hopkins':

- Healthy county-level economic metrics and local wealth levels in a Twins Cities suburb, with consistent valuation growth;
- Solid financial performance, maintenance of solid reserves, and robust liquidity levels;
- Strong financial policies and practices, characterized by quarterly reporting of budget-to-actual results and investment holdings to city council; long-term financial planning and capital plans, updated annually; and formal investment management, debt management, and fund balance policies--the city's cybersecurity practices align with those of peers; and
- Weak debt and liability profile, with sizable debt service carrying charges and an elevated debt burden, partially offset by rapid amortization and manageable other long-term liabilities (pension and other postemployment benefits [OPEB]).
- For more information on our institutional framework assessment for Minnesota school districts, see: "[Institutional Framework Assessment: Minnesota Local Governments](#)," Sept. 10, 2024.

Environmental, social, and governance

We view the city's environmental, social, and governance factors as neutral in our credit rating analysis.

Outlook

Hopkins, MN Series 2026A GO Refunding Bonds Assigned 'AA+' Rating; Outlook Stable

The stable outlook reflects our expectation that Hopkins will see consistent economic growth and maintain structural balance (when excluding the deliberate reserve drawdown) and healthy reserves over the two-year outlook horizon.

Downside scenario

We could take a negative rating action if the city's budgetary performance weakens, leading to a sustained reserve drawdown beyond what is expected, or if debt increases beyond current expectations.

Upside scenario

We could take a positive rating action if the city experiences material improvements in local incomes and market value per capita to levels commensurate with those of 'AAA' peers, and if its debt burden and debt service costs moderate materially, with all other credit factors remaining equal.

Hopkins, Minnesota--credit summary

Institutional framework (IF)	1
Individual credit profile (ICP)	2.42
Economy	2.0
Financial performance	3
Reserves and liquidity	1
Management	1.35
Debt and liabilities	4.75

Hopkins, Minnesota--key credit metrics

	Most recent	2024	2023	2022
Economy				
Real GDP per capita % of U.S.	181	--	181	183
County PCPI % of U.S.	136	--	136	137
Market value (\$000s)	3,130,106	3,016,926	2,839,400	2,661,044
Market value per capita (\$)	166,406	160,389	149,852	134,193
Top 10 taxpayers % of taxable value	19.0	19.3	21.1	20.9
County unemployment rate (%)	3.0	2.8	2.2	2.3
Local median household EBI % of U.S.	88	88	90	91
Local per capita EBI % of U.S.	105	105	111	116
Local population	18,810	18,810	18,948	19,830
Financial performance				
Operating fund revenues (\$000s)	--	18,529	18,335	17,081
Operating fund expenditures (\$000s)	--	19,138	17,831	16,562
Net transfers and other adjustments (\$000s)	--	(488)	(57)	(20)
Operating result (\$000s)	--	(1,097)	447	499

Hopkins, MN Series 2026A GO Refunding Bonds Assigned 'AA+' Rating; Outlook Stable

Hopkins, Minnesota--key credit metrics

	Most recent	2024	2023	2022
Operating result % of revenues	--	(5.9)	2.4	2.9
Operating result three-year average %	--	(0.2)	4.2	6.0
Reserves and liquidity				
Available reserves % of operating revenues	--	44.0	49.8	51.1
Available reserves (\$000s)	--	8,154	9,131	8,720
Debt and liabilities				
Debt service cost % of revenues	--	20.6	22.7	24.5
Net direct debt per capita (\$)	4,627	4,650	4,774	4,136
Net direct debt (\$000s)	87,040	87,460	90,465	82,020
Direct debt 10-year amortization (%)	76	84	--	--
Pension and OPEB cost % of revenues	--	5.0	4.0	5.0
NPLs per capita (\$)	--	366	488	954
Combined NPLs (\$000s)	--	6,884	9,255	18,909

Financial data may reflect analytical adjustments and are sourced from issuer audit reports or other annual disclosures. Economic data is generally sourced from S&P Global Market Intelligence, the Bureau of Labor Statistics, Claritas, and issuer audits and other disclosures. Local population is sourced from Claritas. Claritas estimates are point in time and not meant to show year-over-year trends. GCP--Gross county product. PCPI--Per capita personal income. EBI--Effective buying income. OPEB--Other postemployment benefits. NPLs--Net pension liabilities.

Ratings List

New Issue Ratings

US\$6.250 mil GO rfdg bnds ser 2026A due 02/01/2039

Long Term Rating AA+/Stable

New Rating

Local Government

Hopkins, MN Unlimited Tax General Obligation, Water System Revenue, Sewer System Revenue, and Special Assessment Revenue AA+/Stable

The ratings appearing below the new issues represent an aggregation of debt issues (ASID) associated with related maturities. The maturities similarly reflect our opinion about the creditworthiness of the U.S. Public Finance obligor's legal pledge for payment of the financial obligation. Nevertheless, these maturities may have different credit ratings than the rating presented next to the ASID depending on whether or not additional legal pledge(s) support the specific maturity's payment obligation, such as credit enhancement, as a result of defeasance, or other factors.

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at <https://disclosure.spglobal.com/ratings/en/regulatory/ratings-criteria> for further information. A description of each of S&P Global Ratings' rating categories is contained in "S&P Global Ratings Definitions" at <https://disclosure.spglobal.com/ratings/en/regulatory/article/-/view/sourceId/504352>. Complete ratings information is available to RatingsDirect subscribers at www.capitaliq.com. All ratings referenced herein can be found on S&P Global Ratings' public website at www.spglobal.com/ratings.

Hopkins, MN Series 2026A GO Refunding Bonds Assigned 'AA+' Rating; Outlook Stable

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