

**HOPKINS CITY COUNCIL  
AGENDA  
Monday, February 2, 2026  
6:30 pm**

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

**Schedule** HRA Meeting at 6:30 p.m.

**I. CALL TO ORDER**

**II. ADOPT AGENDA**

**III. PRESENTATIONS**

1. Proclamation Celebrating Black History Month; Baker

**IV. CONSENT AGENDA**

1. Approval of Minutes of January 6, 2026, Regular Meeting Proceedings; Domeier
2. Approval of Livable Communities Grant Agreement with the Metropolitan Council and Authorize Staff to Execute Sub-Grant Agreement with 501 Mian Street LLC; Needham
3. Resolution Supporting Footprint Development LLC's Application to Hennepin County Transit Oriented Communities Grant Program; Needham
4. Resolution Approving the 2026-2028 Residential Waste Reduction and Recycling Grant Agreement with Hennepin County; Pavak
5. Ratify Checks Issued in January, 2026; Bishop

**V. PUBLIC HEARINGS**

**VI. OLD BUSINESS**

**VII. NEW BUSINESS**

1. First Reading: Ordinance Amending the Hopkins Development Code Allowing Large Day Cares as a Permitted Use in the IX-S Zone: Krzos

**VIII. PUBLIC COMMENT**

**IX. ANNOUNCEMENTS**

- Next City Council Regular Meeting: Tuesday, February 17 at 6:30 p.m.

**X. ADJOURN**



CITY OF HOPKINS

## City Council Report 2026-013

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

From: David Baker, Program Specialist

Date: February 2, 2026

Subject: Proclamation Celebrating Black History Month

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### RECOMMENDED ACTION

**MOTION TO** Adopt a Proclamation celebrating February as Black History Month in Hopkins.

### OVERVIEW

The City of Hopkins adopts proclamations throughout the year that shine a spotlight on the cultural diversity of our community. The following proclamations will be brought forward by staff in 2026:

- **February:** Black History Month
- **March:** Women's History Month
- **April:** Arab American Heritage Month
- **May:** Asian American and Pacific Islander History Month
- **June:** Juneteenth and Pride Month
- **July:** Disability Pride Month
- **September/October:** Hispanic Heritage Month
- **November:** Native American Heritage Month

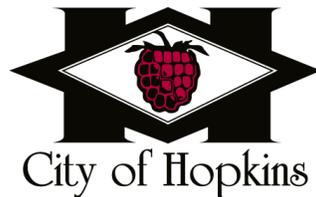
2026 marks the 100<sup>th</sup> year of official recognition and celebration of Black history, first as Negro History Week, and now as Black History Month.

Black community members make an irreplaceable addition to the fabric of our city and this month is a chance to celebrate that and reflect upon the difficult journey it took to get to this point and the work that is still to be done to level the playing field for all.

Tonight, the City of Hopkins would like to proclaim February as Black History Month and to reiterate our commitment to true inclusion, now and always.

### SUPPORTING INFORMATION

- Proclamation Celebrating Black History Month



## **A Proclamation Celebrating Black History Month**

**WHEREAS**, Black history has been officially recognized and celebrated for one hundred years, first as Negro History Week; and

**WHEREAS**, fifty years ago, the celebration expanded to the full month of February to encompass the birthdays of Abraham Lincoln and Frederick Douglass; and

**WHEREAS**, Black History Month as we know it now is an opportunity to reflect on the tumultuous journey for Black people through our country's history and to learn about the continued work that must be done to reach true equality; and

**WHEREAS**, this month as also a chance to celebrate the rich history of success in every aspect of life, innumerable cultural contributions, and the vital roles that Black people play in improving our city, state, and country; and

**WHEREAS**, the City of Hopkins wishes to celebrate our Black employees, friends, and neighbors and express sincere appreciation for their presence in our community, as well as to reflect on their history in the United States; and

**NOW THEREFORE**, I, Patrick Hanlon, Mayor of the City of Hopkins in the State of Minnesota, along with my fellow Council Members, recognize, adopt, and proclaim February as Black History Month in the City of Hopkins, and invite all residents to join the celebration and learn more about the importance of Black people in making Hopkins such a wonderful place to live.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Hopkins, Minnesota to be affixed this 2<sup>nd</sup> day of February, 2026.

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Patrick Hanlon, Mayor

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
JANUARY 6, 2026**

**CALL TO ORDER**

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

Mayor Hanlon called the meeting to order with Council Members 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.

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

**ADOPT AGENDA**

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

**Motion** to Adopt the Agenda.

**Ayes: Garrido, Goodlund, Hanlon, Hunke, Kuznia**

**Nays: None. Motion carried.**

**PRESENTATIONS**

**III.1. Introduction of Jill A Anderson, new Hopkins Arts & Amenities Director**

Assistant City Manager Casella introduced Ms. Anderson to the City Council and community.

**CONSENT AGENDA**

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

**Motion** to Approve the 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

**Ayes: Garrido, Goodlund, Hanlon, Hunke, Kuznia**

**Nays: None. Motion carried.**

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
JANUARY 6, 2026**

**NEW BUSINESS**

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

Finance Director Bishop summarized City Council Report 2026-008. The Series 2026A bonds will be a general obligation of the city for which it's 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.

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

**Motion** to Adopt Resolution No. 2026-002; Awarding the Sale of General Obligation Bonds, Series 2026A, in the original aggregate principal amount of \$5,505,000; fixing their form and specification; directing their execution and delivery; and providing for their payment.

**Ayes: Garrido, Goodlund, Hanlon, Hunke, Kuznia**

**Nays: None. Motion carried.**

**ANNOUNCEMENTS**

Mayor Hanlon shared the City Council meeting schedule.

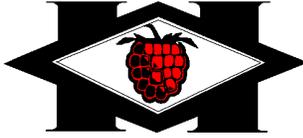
**ADJOURNMENT**

There being no further business to come before the City Council, and upon motion by Garrido, second by Kuznia, the meeting was unanimously adjourned at 6:55 p.m.

Respectfully Submitted,



Amy Domeier, City Clerk



CITY OF HOPKINS

## City Council Report 2026-011

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

From: Revée Needham, Community Development Manager

Date: February 2, 2026

Subject: Approve LCDA TOD Grant Agreement for Footprint Development Project

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### **RECOMMENDED ACTION MOTION TO**

Approve Livable Communities Grant Agreement with the Metropolitan Council and Authorize Staff to Execute Sub-Grant Agreement with 501 Main Street LLC.

### **OVERVIEW**

#### Transit-Oriented Development Grant Program

The Transit-Oriented Development Account (TOD) provides funding for moderate- to higher-density projects located within easy walking distance of a major transit stop which typically include a mix of uses. Eligible activity costs for the TOD program may include site preparation, stormwater management systems, renewable energy systems, utilities, shared infrastructure, public realm improvements as well as engineering, design and community engagement. TOD program goals:

- Support dense, diverse developments that emphasize pedestrian activity, multimodal transportation, and increased transit ridership
- Create more housing choices through introducing new housing types or preserving affordable housing
- Contribute to an economically prosperous and equitable region by creating living wage jobs and economic opportunity
- Mitigating climate change through sustainable site design and building practices
- Maximize connections between housing, jobs, services, transit and regional amenities like parks, trails, and cultural centers
- Advance racial equity by increasing access and opportunity for under-represented communities and historically marginalized populations

The Metropolitan Council awards grant funds to cities, who then administer the funds to the subrecipient. A local match is not required.

#### City of Hopkins Application

Footprint Development (501 Main Street LLC) has received land use approvals for a development project on City-owned property at 501 Mainstreet. The City submitted an application on behalf of the developer for \$1,250,000. The City was awarded \$892,000 for the project. The grant will fund construction costs related to the development on a reimbursement basis. The City will act as the pass-through agency and no City funds will be used. The grant agreement has been reviewed by the City Attorney and staff.

The City will also draft a sub-grant agreement with 501 Mainstreet LLC outlining their responsibilities for the grant.

**SUPPORTING INFORMATION**

- Grant Agreement

**LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT  
TRANSIT ORIENTED DEVELOPMENT (TOD) GRANT PROGRAM**

<b>GRANTEE: City of Hopkins</b>		<b>GRANT NO. SG-25027</b>	
<b>PROJECT: 501 Mainstreet</b>			
<b>GRANT AMOUNT: \$892,000</b>		<b>CYCLE: 2025</b>	
<b>COUNCIL ACTION: November 12, 2025</b>		<b>EXPIRATION DATE: December 31, 2028</b>	

**METROPOLITAN LIVABLE COMMUNITIES ACT  
GRANT AGREEMENT**

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

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

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

**WHEREAS**, the Council has established an LCA Transit Oriented Development (“TOD”) program to help leverage the metropolitan area’s public investment in its transit infrastructure; and

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

**WHEREAS**, the Grantee seeks funding in connection with an application for Livable Communities Demonstration Account grant program funds submitted in response to the Council’s notice of availability of grant funds for the “Funding Cycle” identified above and will use the grant funds made available under this Agreement to help fund the “Project” identified in the application; and

**WHEREAS**, the Council awarded Livable Communities Demonstration Account TOD program grant funds to the Grantee subject to any terms, conditions, and clarifications stated in its Council Action, and with the understanding that the Project identified in the application will proceed to completion in a timely manner, that all grant funds will be expended prior to the “Expiration Date” identified above, and that the land use guidelines and official controls and other required threshold criteria identified in the Grantee’s application currently are in place or will be in place as stated in the Grantee’s application.

# LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT TRANSIT ORIENTED DEVELOPMENT (TOD) GRANT PROGRAM

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

## I. DEFINITIONS

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

- (a) **Commenced.** For the purposes of Sections 2.08 and 5.03, “commenced” means significant physical improvements have occurred in furtherance of the Project (*e.g.*, a foundation is being constructed or other tangible work on a structure has been initiated). In the absence of significant physical improvements, visible staking, engineering, land surveying, soil testing, cleanup site investigation, or pollution cleanup activities are not evidence of Project commencement for the purposes 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 Grantee was awarded Livable Communities Demonstration Account TOD program grant funds.
- (c) **County.** “County” means Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington Counties.
- (d) **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.
- (e) **Metropolitan Area.** “Metropolitan Area” means the seven-county metropolitan area as defined by Minnesota Statutes section 473.121, subdivision 2.
- (f) **Municipality.** “Municipality” means a statutory or home rule charter city or town participating in the Local Housing Incentives Account Program under Minnesota Statutes section 473.254.
- (g) **Named TOD Area.** “Named TOD Area” means the TOD area identified by name and location in the Grantee’s application for TOD program funds and in the TOD Project Summary attached to this Agreement.
- (h) **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.
- (i) **Project.** Unless clearly indicated otherwise by the context of a specific provision in this Agreement, “Project” means the TOD development or redevelopment project identified in the application for Livable Communities Demonstration Account TOD program grant funds for which grant funds were requested that provides the deliverables upon which the application was scored. Grant-funded activities typically are components of the Project.

## **LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT TRANSIT ORIENTED DEVELOPMENT (TOD) GRANT PROGRAM**

- (j) ***Transit Oriented Development.*** “Transit Oriented Development” means high-density, mixed-use development adjacent to transit stations using pedestrian-friendly design standards.
- (k) ***Redeployment of Repaid Grant Funds.*** “Redeployment of Repaid Grant Funds” means Grantee redeployment of Repaid Grant Funds to continue supporting affordable housing components of the Project or implement or support projects that will help the Grantee (or the Participating Municipality within which the Project is located) meet its affordable and life-cycle housing goals.
- (l) ***Redeployment of Repaid Grant Funds.*** “Redeployment of Repaid Grant Funds” means Grantee redeployment of Repaid Grant Funds to continue supporting affordable housing components of the Project or implement or support projects that will help the Grantee (or the Participating Municipality within which the Project is located) meet its affordable and life-cycle housing goals.

### **II. GRANT FUNDS**

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

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

**2.03. Authorized Use of Grant Funds.** The Grant Amount made available to the Grantee under this Agreement shall be used only for the purposes and activities described in the application for Livable Communities Demonstration Account TOD program grant funds. The grant funds may be used for reimbursement of real estate acquisition costs if: (a) the property was purchased within the twelve-month period preceding the date by which the TOD grant program applications for the Funding Cycle were due; (b) the real estate was purchased by the Grantee or by a not-for-profit or a socially responsible developer; and (c) the Project will lead to the development of affordable housing or will result in jobs retained, created, or made more accessible to low-income and underserved populations, including opportunities for entrepreneurship. Property holding costs are an eligible use of grant funds but may not exceed five percent (5%) of the amount of the grant funds awarded for property acquisition or \$100,000, whichever is less. A TOD Project Summary that describes eligible uses of the grant funds as approved by the Council is attached to and incorporated into this Agreement as Attachment A. Aerial photography or drawings that identify the specific location(s) within the Project boundaries for which grant funds must be used is attached to and incorporated into this Agreement as Attachment B. Grant funds must be used to fund the initiatives specified in Minnesota Statutes section 473.25(b), in a Participating Municipality.

## **LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT TRANSIT ORIENTED DEVELOPMENT (TOD) GRANT PROGRAM**

**2.04. 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. Except for reimbursement for real estate acquisition and holding costs as provided in Section 2.03, grant funds also shall not be used by the Grantee or others to supplant or replace: (a) grant or loan funds obtained for the Project from other sources; or (b) Grantee contributions to the Project, including financial assistance, real property or other resources of the Grantee; or (c) funding or budgetary commitments made by the Grantee or others prior to the Council Action, unless specifically authorized in Attachment A. The Council shall bear no responsibility for cost overruns which may be incurred by the Grantee or others in the implementation or performance of the Project activities. The Grantee agrees to comply with any “business subsidy” requirements of Minnesota Statutes sections 116J.993 to 116J.995 that apply to the Grantee’s expenditures or uses of the grant funds.

**2.05. Loans for Low-Income Housing Tax Credit Projects.** If consistent with the application and the Project activities described or identified in Attachments A and B or if requested in writing by the Grantee, the Grantee may structure the grant assistance to the Project as a loan so the Project Owner can take advantage of federal and state low-income housing tax credit programs. The Grantee may use the grant funds as a loan for a low-income housing tax credit project, subject to the terms and conditions stated in Sections 2.03 and 2.04 and the following additional terms and conditions:

- (a) The Grantee covenants and represents to the Council that the Project is a rental housing project that received or will receive an award of low-income housing tax credits under Section 42 of the Internal Revenue Code of 1986, as amended, and the low-income housing tax credit program administered by the Minnesota Housing Finance Agency or a program administered by the Minneapolis/Saint Paul Housing Finance Board or another designated housing credit agency that sub-allocates low-income housing tax credits in the Metropolitan Area.
- (b) The Grantee will execute a loan agreement with the Project Owner. Prior to disbursing any grant funds for the Project, the Grantee will provide to the Council a copy of the loan agreement between the Grantee and the Project Owner.
- (c) Notwithstanding the Expiration Date identified at Page 1 of this Agreement and referenced in Section 5.01, when the Grantee receives Repaid Grant Funds and elects Redeployment of Repaid Grant Funds the Grantee shall report Redeployment of Repaid Grant Funds in the next annual Housing Policy and Production Survey.
- (d) The grant funds made available to the Grantee and disbursed to the Project Owner by the Grantee in the form of a loan may be used only for the grant-eligible activities and Project components for which the Grantee was awarded the grant funds. For the purposes of this Agreement, the term “Project Owner” means the current Project Owner and any Project Owner successor(s).
- (e) Pursuant to Section 2.04, the grant funds made available to the Grantee and disbursed to the Project Owner in the form of a loan shall not be used by the Grantee, the Project Owner, or others to supplant or replace: (1) grant or loan funds obtained for the Project from other sources; or (2) Grantee contributions to the Project, including financial assistance, real property, or other

## **LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT TRANSIT ORIENTED DEVELOPMENT (TOD) GRANT PROGRAM**

resources of the Grantee; or (3) funding or budgetary commitments made by the Grantee or others prior to the Council Action, unless specifically authorized in Attachment A. The Council will not make the grant funds available to the Grantee in a lump sum payment, but will disburse the grant funds to the Grantee on a reimbursement basis pursuant to Section 2.11.

- (f) By executing this Agreement, the Grantee: (1) acknowledges that the Council expects the loan will be repaid so the grant funds may be used to help fund other activities consistent with the requirements of the Metropolitan Livable Communities Act; (2) covenants, represents, and warrants to the Council that the Grantee's loan to the Project Owner will meet all applicable low-income housing tax credit program requirements under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"), and the low-income housing tax credit program administered by the Minnesota Housing Finance Agency or a program administered by the Minneapolis/Saint Paul Housing Finance Board or another designated housing credit agency that sub-allocates low-income housing tax credits in the Metropolitan Area; and (3) agrees to administer its loan to the Project Owner consistent with federal and state low-income housing tax credit program requirements.
  
- (g) The Grantee will, at its own expense, use diligent efforts to recover loan proceeds: (1) whenever the Project Owner becomes obligated to repay the Grantee's loan or defaults on the Grantee's loan; (2) when the initial thirty-year "compliance period" expires, unless the Council agrees in writing that the Grantee may make the grant funds available as a loan to the Project Owner for an "extended use period"; or (3) if noncompliance with low-income housing tax credit program requirements or some other event triggers the Project Owner's repayment obligations under its loan agreement with the Grantee. Except as otherwise provided in this Paragraph (g), the Grantee must repay to the Council all loan repayment amounts the Grantee must repay to the Council all loan repayment amounts the Grantee receives from the Project Owner. The Grantee shall not be obligated to repay the grant funds to the Council except to the extent the Project Owner repays its loan to the Grantee, provided the Grantee has exercised the reasonable degree of diligence and used administrative and legal remedies a reasonable and prudent housing finance agency would use to obtain payment on a loan, taking into consideration (if applicable) the subordinated nature of the loan.

As an alternative to such loan proceeds recovery, the Grantee may elect Redeployment of Repaid Grant Funds. If the Grantee elects Redeployment of Repaid Grant Funds, the Grantee shall report such Redeployment of Repaid Grant Funds in its next annual Housing Policy and Production Survey. Upon the Council's review of any Redeployment of Repaid Grant Funds identified in the Grantee's Housing Policy or Production Survey or otherwise, the Council reserves the right to request return of such funds if, after review, the Council determines such Redeployment of Repaid Grants Funds does not comply with the Livable Communities Act program requirements, or affordable and life-cycle housing goals. Upon the Council's request, the Grantee shall promptly return the Repaid Grant Funds.

- (h) If the Grantee earns any interest or other income from its loan agreement with the Project Owner, the Grantee must repay to the Council all interest or other income the Grantee receives from the Project Owner. Alternatively, the Grantee may elect redeployment of interest or other income received from the Project Owner. If the Grantee elects redeployment of such interest or other income so received, the Grantee shall report such redeployment in its next annual Housing

## **LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT TRANSIT ORIENTED DEVELOPMENT (TOD) GRANT PROGRAM**

Policy and Production Survey. Upon the Council's review of any such redeployment identified in the Grantee's Housing Policy or Production Survey or otherwise, the Council reserves the right to request return of such interest or other funds if, after review, the Council determines such redeployment of does not comply with the Livable Communities Act program requirements, or affordable and life-cycle housing goals. Upon the Council's request, the Grantee shall promptly return the interest or other income received from the Project Owner. The Grantee is not obligated to earn any interest or other income from its loan agreement with the Project Owner, except to the extent required by any applicable law.

**2.06. Revolving or Deferred Loans.** If consistent with the application and the Project Summary or if requested in writing by the Grantee, the Grantee may use the grant funds to make deferred loans (loans made without interest or periodic payments), revolving loans (loans made with interest and periodic payments), or otherwise make the grant funds available on a "revolving" basis for the purposes of implementing the Project activities described or identified in Attachments A and B.

As an alternative to such loan proceeds recovery for revolving loans, the Grantee may elect Redeployment of Repaid Grant Funds. If the Grantee elects Redeployment of Repaid Grant Funds, the Grantee shall report such Redeployment of Repaid Grant Funds in its next annual Housing Policy and Production Survey. Upon the Council's review of any Redeployment of Repaid Grant Funds identified in the Grantee's Housing Policy or Production Survey or otherwise, the Council reserves the right to request return of such funds if, after review, the Council determines such Redeployment of Repaid Grants Funds does not comply with the Livable Communities Act program requirements, or affordable and life-cycle housing goals. Upon the Council's request, the Grantee shall promptly return the Repaid Grant Funds.

**2.07. Restrictions on Loans or Grants to Subrecipients.** The Grantee shall not permit any subgrantee, subrecipient, or contractor to use the grant funds for loans or grants to any subrecipient at any tier unless the Grantee obtains the prior written consent of the Council. The requirements of this Section 2.07 shall be included in all subgrants, subrecipient agreements, and contracts.

**2.08. Project Commencement and Changes.** The Project for which grant funds were requested must be "commenced" prior to the Expiration Date. If the grant funds will be used only for land acquisition and holding costs as authorized by Section 2.03 and will not be used for any other grant-eligible activities, the property acquired for the Project must be purchased prior to the Expiration Date. The Grantee must promptly inform the Council in writing of any significant changes to the Project for which the grant funds were awarded, as well as any potential changes to the grant-funded activities described or identified in Attachments A and B. Failure to inform the Council of any significant changes to the Project or significant changes to grant-funded components of the Project, and use of grant funds for ineligible or unauthorized purposes, will jeopardize the Grantee's eligibility for future LCA awards. Grant funds will not be disbursed prior to Council approval of significant changes to either the Project or to grant-funded activities described or identified in Attachments A and B.

**2.09. Budget Variance.** The Grantee may reallocate up to twenty percent (20%) of the Grant Amount among the grant-funded activities, provided: (a) the grant funds may be used only for Project activities for which the Council awarded the grant funds; (b) the reallocation does not significantly change the Project deliverables; and (c) the Grantee receives written permission from Council staff

## **LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT TRANSIT ORIENTED DEVELOPMENT (TOD) GRANT PROGRAM**

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.

**2.10. Loss of Grant Funds.** The Grantee agrees to remit to the Council in a prompt manner: any unspent grant funds, including any grant funds that are not expended prior to the Expiration Date identified at Page 1 of this Agreement; any grant funds that are not used for the authorized purposes; and any interest earnings described in Section 2.12 that are not used for the purposes of implementing the grant-funded Project activities described or identified in Attachments A and B. For the purposes of this Agreement, grant funds are "expended" prior to the Expiration Date if the Grantee pays or is obligated to pay for expenses of eligible grant-funded Project activities that occurred prior to the Expiration Date and the eligible expenses were incurred prior to the Expiration Date. Unspent or unused grant funds and other funds remitted to the Council shall revert to the Council's Livable Communities Demonstration Account for distribution through application processes in future Funding Cycles or as otherwise permitted by law.

**2.11. Payment Requests, Documentation, and Disbursements.** The Council will disburse grant funds in response to payment requests submitted by the Grantee through the Council's online grant 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 costs does not constitute a waiver by the Council of any Grantee noncompliance with this Agreement.

The Council shall disburse grant funds for all grant-eligible expenditures within thirty-five (35) days of the receipt of satisfactory documentation from the Grantee. **NOTWITHSTANDING THE PROVISIONS OF THIS SECTION 2.11, THE COUNCIL WILL NOT DISBURSE ANY GRANT FUNDS TO THE GRANTEE UNLESS THE GRANTEE (OR PARTICIPATING MUNICIPALITY WITHIN WHICH THE PROJECT IS LOCATED) HAS ADOPTED A FAIR HOUSING POLICY AS REQUIRED BY SECTION 3.04.**

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

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

## **LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT TRANSIT ORIENTED DEVELOPMENT (TOD) GRANT PROGRAM**

and B, or implementing or supporting projects that will help the Grantee (or the Participating Municipality within which the Project is located) meet its affordable and life-cycle housing goals.

**2.13. Effect of Grant.** Issuance of this Grant neither implies any Council responsibility for contamination, if any, at the Project site nor imposes any obligation on the Council to participate in any pollution cleanup of the Project site if such cleanup is undertaken or required.

### **III. AFFORDABILITY; AFFIRMATIVE FAIR HOUSING**

**3.01. Affordability Term.** If the Project for which the grant funds were awarded includes affordable housing units, the Grantee shall, through written instruments or otherwise, ensure the affordable units will remain affordable for a minimum period of fifteen (15) years. The Grantee's obligation under this section may be satisfied if other Project funding sources (*e.g.*, the Minnesota Housing Finance Agency or the U.S. Department of Housing and Urban Development ("HUD")), or state or federal laws (*e.g.*, low-income housing tax credit programs) require an affordability term of at least fifteen (15) years. For the purposes of this section, "affordable housing unit" means a unit that is affordable to households at sixty percent (60%) or less of the Area Median Income ("AMI"), as established by HUD, unless the Grantee's application stated an affordability standard lower than sixty percent (60%) of AMI, in which case the Grantee's lower affordability standard shall apply. The affordability requirements of this section shall survive the expiration or termination of this Agreement.

**3.02. Affirmative Fair Housing Marketing Plans.** If the Project for which the grant funds were awarded is a housing project or includes housing units (whether market rate or affordable), the Grantee shall, through written instruments or otherwise, ensure the Project owner (and any subsequent owner(s)) adopts and implements an affirmative fair housing marketing plan for Project housing units. For the purposes of this section, "affirmative fair housing marketing plan" means an affirmative fair housing marketing plan that substantially conforms to affirmative fair housing marketing plans published by the U.S. Department of Housing and Urban Development ("HUD"), or sample affirmative fair housing marketing plans published by the Minnesota Housing Finance Agency. The affirmative fair housing marketing plan requirement under this section shall continue for the minimum affordability term specified in Section 3.01 and shall survive the expiration or termination of this Agreement.

**3.03 Section 8 Housing Choice Vouchers.** If the Project is a housing project, or includes housing units (whether market rate or affordable) and the Grantee stated in its application that the Project housing units would be made available to households participating in the federal Housing Choice Voucher program, the Grantee shall, through written instruments or otherwise, ensure the Project owner (and any subsequent owner(s)) adopts and implements a policy under which the Project owner will not refuse to lease Project units to households or individuals participating in the Housing Choice Voucher program because those households or individuals are Housing Choice Voucher program participants. The Housing Choice Voucher requirement under this section shall continue for the minimum affordability term specified in Section 3.01 and shall survive the expiration or termination of this Agreement.

**3.04. Fair Housing Policy.** If the Project will include a housing component, the Grantee (or Participating Municipality) must have adopted a Fair Housing Policy. For the purposes of this section,

## **LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT TRANSIT ORIENTED DEVELOPMENT (TOD) GRANT PROGRAM**

the term “Fair Housing Policy” means a written statement regarding the Grantee’s (or participating Municipality’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>.

### **IV. ACCOUNTING, AUDIT, AND REPORT REQUIREMENTS**

**4.01. Accounting and Records.** The Grantee agrees to establish and maintain accurate and complete accounts and records relating to the receipt and expenditure of all grant funds received from the Council. Notwithstanding the expiration and termination provisions of Sections 5.01 and 5.02, such accounts and records shall be kept and maintained by the Grantee for a period of six (6) years following the completion of the Project activities described or identified in Attachments A and B or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Accounting methods shall be in accordance with generally accepted accounting principles.

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

**4.03. Report Requirements.** The Grantee will report to the Council on a semi-annual basis by January 31 (for the period of July 1 through December 31) and July 31 (for the period January 1 through June 30) of each calendar year during the term of this Agreement. The Grantee reports shall describe the status of the Project activities described or identified in Attachments A and B. The report shall also describe the Project spending for the current reporting period and projected spending for the future reporting periods. The Grantee must complete and submit to the Council a Final Report before the final disbursement of grant funds will be approved. The form and content of the semi-annual status reports and the Final Report will be determined by the Council. These reporting requirements and the reporting requirements of Sections 2.05 and 2.06 shall survive the expiration or termination of this Agreement.

**4.04. Environmental Site Assessment.** The Grantee represents that a Phase I Environmental Site Assessment or other environmental review has been or will be carried out, if such environmental assessment or review is appropriate for the scope and nature of the Project activities funded by this Grant, and that any environmental issues have been or will be adequately addressed.

# LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT TRANSIT ORIENTED DEVELOPMENT (TOD) GRANT PROGRAM

## V. AGREEMENT TERM

**5.01 Term and Close Out.** This Agreement is effective upon execution of this Agreement by the Council. Unless terminated pursuant to Section 5.02, this Agreement expires on the Expiration Date identified at Page 1 of this Agreement. Failure of the Grantee to timely execute this Agreement does not extend the Expiration Date. The Grantee has 120 calendar days after the Expiration Date to provide documentation and information necessary to close out this Agreement and receive disbursements for eligible grant-funded Project activities as prescribed in Section 2.03. If the Grantee fails to provide necessary documentation and information during this 120-day close out period, the Grantee shall not be eligible to receive any unpaid grant funds and the Council will not disburse any unpaid grant funds to the Grantee. This 120-day close out period does not extend any Grantee reporting deadlines established in this Agreement or authorize the Grantee to expend or commit any grant funds after the Expiration Date.

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

**5.03. Amendments and Extensions.** The Council and the Grantee may amend this Agreement by mutual agreement. Amendments or an extension of this Agreement shall be effective only on the execution of written amendments signed by authorized representatives of the Council and the Grantee. If the Grantee needs a change to the Project, additional time within which to complete the grant-funded activities and commence the Project, a change in the budget, or a change in grant-funded activities the Grantee must submit to the Council **AT LEAST NINETY (90) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE**, a complete, written amendment request. All requirements must be met for a request to be considered complete. **THE EXPIRATION DATE MAY BE EXTENDED, BUT THE PERIOD OF ANY EXTENSION(S) SHALL NOT EXCEED TWO (2) YEARS BEYOND THE ORIGINAL EXPIRATION DATE IDENTIFIED AT PAGE 1 OF THIS AGREEMENT.**

## VI. GENERAL PROVISIONS

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

## **LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT TRANSIT ORIENTED DEVELOPMENT (TOD) GRANT PROGRAM**

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

**6.03. Liability.** Subject to the limitations provided in Minnesota Statutes chapter 466, to the fullest extent permitted by law, the Grantee shall defend, indemnify, and hold harmless the Council and its members, employees, and agents from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the conduct or implementation of the Project activities funded by this Grant, except to the extent the claims, damages, losses, and expenses arise from the Council's own negligence. Claims included in this indemnification include, without limitation, any claims asserted pursuant to the Minnesota Environmental Response and Liability Act (MERLA), Minnesota Statutes chapter 115B, the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended, United States Code, Title 42, sections 9601 *et seq.*, and the federal Resource Conservation and Recovery Act of 1976 (RCRA) as amended, United States Code, Title 42, sections 6901 *et seq.* This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which otherwise would exist between the Council and the Grantee. The provisions of this Section shall survive the expiration or termination of this Agreement. This indemnification shall not be construed as a waiver on the part of either the Grantee or the Council of any immunities or limits on liability provided by Minnesota Statutes chapter 466, or other applicable state or federal law.

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

*Financing for this project was provided by the Metropolitan Council  
Metropolitan Livable Communities Fund*

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

**6.05. Permits, Bonds, and Approvals.** The Council assumes no responsibility for obtaining any applicable local, state, or federal licenses, permits, bonds, authorizations, or approvals necessary to perform or complete the Project activities described or identified in Attachments A and B. The Grantee and its developer(s), if any, must comply with all applicable licensing, permitting, bonding, authorization, and approval requirements of federal, state, and local governmental and regulatory agencies, including conservation districts.

**6.06. Subgrantees, Contractors, and Subcontractors.** The Grantee 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 Grantee shall require that contractors and subcontractors performing work covered by this Grant obtain all required permits, licenses and certifications, and comply with all applicable state and federal Occupational Safety and Health Act regulations. If the Project for which

## **LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT TRANSIT ORIENTED DEVELOPMENT (TOD) GRANT PROGRAM**

the grant funds were awarded includes affordable units, the Grantee's subgrant agreement(s) shall expressly include the affordability and affirmative fair housing marketing plan requirements of Sections 3.01 and 3.02.

**6.07. Stormwater Discharge and Water Management Plan Requirements.** If any grant funds are used for urban site redevelopment, the Grantee shall at such redevelopment site meet or require to be met all applicable requirements of:

- (a) Federal and state laws relating to stormwater discharges including, without limitation, any applicable requirements of Code of Federal Regulations, title 40, parts 122 and 123; and
- (b) The Council's *2050 Water Resources Policy Plan* and the local water management plan for the jurisdiction within which the redevelopment site is located.

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

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

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

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

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

**LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT  
TRANSIT ORIENTED DEVELOPMENT (TOD) GRANT PROGRAM**

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

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

*This space intentionally left blank. Signature page follows.*

**LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT  
TRANSIT ORIENTED DEVELOPMENT (TOD) GRANT PROGRAM**

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

**CITY OF HOPKINS**

**METROPOLITAN COUNCIL**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

LisaBeth Barajas, Executive Director  
Community Development Division

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to form:**

By: \_\_\_\_\_

City Attorney's Office

Date: \_\_\_\_\_

## **ATTACHMENT A**

### **TOD PROJECT SUMMARY**

This attachment comprises this page and the succeeding page(s) which contain(s) a summary of the Project identified in the application for Livable Communities Demonstration Account TOD program grant funds submitted in response to the Council's notice of availability of Demonstration Account grant funds for the Funding Cycle identified at Page 1 of this Agreement. The summary reflects the proposed Project for which the Grantee 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 TOD 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 TOD 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 TOD Project Summary; and (4) the grant application.

## TOD Project Summary

**Grant #**                    **SG-25027**  
**Type:**                    **LCDA-TOD Development**  
**Applicant:**              City of Hopkins  
**Project Name:**         501 Mainstreet  
**Project Location:**    501 Mainstreet  
**Council District:**     8 - Cameron

Project Detail	
Project Overview	The project will create 40 new housing units, 4 of which will be affordable to families making 51% - 60% of Area Median Income. The project will be Phius certified, recognizing high standards in environmental sustainability.
Total Jobs	1
Living Wage Jobs	1
Total housing units	41
Affordable units	4 @ 51-60% AMI
Anticipated # bedrooms	8 studio; 25 1BR; 8 2BR
Funding	
Requested Amount	\$1,115,000
Use of Funds & Award Amount	
<b>\$892,000</b>	<b>Award Amount</b>
\$892,000	Activity: General Construction Deliverable: 40 new housing units with Phius certification

## **ATTACHMENT B**

### **TOD PROJECT LOCATION(S)**

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

# TOD Project Location(s)

LCA Aerial TOD-LCA Project: 501 Main Street Hopkins | Downtown Hopkins Light Rail | Map ID: 1754341969728



NCompass Technologies

- Walk Route
- Parcels
- TOD Area
- Project

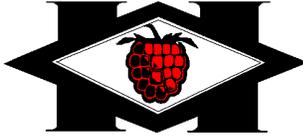


Created: 8/4/2025  
LandscapeLCA4



For complete disclaimer of accuracy, please visit  
<https://giswebsite.metc.state.mn.us/gis/notice.aspx>





CITY OF HOPKINS

## City Council Report 2026-010

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

From: Revée Needham, Community Development Manager

Date: February 2, 2026

Subject: Resolution of Support for Footprint Development's Application to the Hennepin County TOC Grant Program

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### **RECOMMENDED ACTION MOTION TO**

Approve Resolution 2026-004 supporting Footprint Development's grant application to the Hennepin County Transit Oriented Communities Program.

### **OVERVIEW**

In order for Footprint Development to apply to Hennepin County's Transit Oriented Communities Grant Program, the City Council needs to approve a resolution of support.

#### Transit Oriented Communities Grant Program

The Transit Oriented Communities (TOC) program provides funding for development projects and adjacent public realm infrastructure that prioritizes people, creates walkable, mixed-use and human-centered communities that leverage transit service. Eligible projects include new development or redevelopment, substantial renovation of commercial buildings, comprehensive public infrastructure, and strategic site acquisition. Eligible applicants include for-profit developers, non-profit developers, and City, county, or housing and redevelopment/economic development/port authorities.

Approximately \$2.2 million is available in funding for the TOC and TOC Predevelopment Assistance programs for 2026. There is no local match required. A resolution of support is required to submit an application.

#### Footprint Development's Application

Footprint Development has proposed a development project on City-owned property at 525 Mainstreet. The grant would be used for eligible development costs, such as public space improvements, landscaping, stormwater management, etc.

Supporting the application to the TOC grant program does not commit the City to grant land use approvals nor to sell the property.

### **SUPPORTING INFORMATION**

- Resolution 2026-004
- [Hyperlink to Hennepin County TOC Program Webpage](#)

**CITY OF HOPKINS  
HENNEPIN COUNTY, MINNESOTA**

**RESOLUTION 2026-004**

**RESOLUTION SUPPORTING FOOTPRINT DEVELOPMENT LLC'S APPLICATION  
TO HENNEPIN COUNTY TRANSIT ORIENTED COMMUNITIES GRANT PROGRAM**

**WHEREAS**, the City of Hopkins acknowledges the Hennepin County Housing and Redevelopment Authority (HCHRA) authorized approximately \$2.2 million in funding for the Transit Oriented Communities (TOC) Program in 2026; and

**WHEREAS**, proposed housing and redevelopment projects undertaken by the HCHRA pursuant to authority established by Minnesota Statutes § 383B.77, subd. 3, require approval of the local governing body where the project(s) will be located; and

**WHEREAS**, Footprint Development LLC is submitting an application requesting grant funds from the HCHRA TOC Program; and

**WHEREAS**, the grant funds will be used for certain public improvement costs associated with the redevelopment project at 525 Mainstreet in the City of Hopkins; and

**WHEREAS**, the HCHRA TOC program guidelines require a resolution of support from the City of Hopkins for submission of a grant application; and

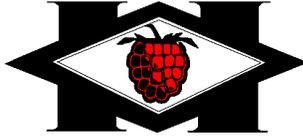
**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Hopkins, in accordance with Minnesota Statutes § 383B.77, subd. 3, hereby supports Footprint Development's funding application to the Hennepin County Housing and Redevelopment Authority.

Adopted by the City Council of the City of Hopkins this 2<sup>nd</sup> day of February, 2026.

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

ATTEST:

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



CITY OF HOPKINS

## City Council Report 2026-010

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

From: Lizzie Miller, Public Works Administrative Assistant

Date: February 2, 2026

Subject: Resolution 2026-004, Approving the 2026-2028 Residential Waste Reduction and Recycling Grant Agreement with Hennepin County

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### RECOMMENDED ACTION

**MOTION TO** approve Resolution 2026-004, approving the 2026-2028 residential waste reduction and recycling grant agreement with Hennepin County.

### OVERVIEW

Approving this agreement will result in the continuation of funds received from the Hennepin County Select Committee on Recycling and the Environment (SCORE) grant to support Hopkins' residential single-sort recycling and organics recycling programs through December 31, 2028. By signing this document, the City of Hopkins agrees to continue to operate its single-sort recycling and organics recycling programs in accordance with the requirements described in the County's Residential Recycling Funding Policy.

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

### SUPPORTING INFORMATION

- Resolution 2026-004
- Contract No. PR00008062- Residential Waste Reduction and Recycling Grant Agreement
- January 1, 2026- December 31, 2028 Hennepin County Residential Waste Reduction and Recycling Funding Policy

**CITY OF HOPKINS  
HENNEPIN COUNTY, MINNESOTA**

**RESOLUTION 2026-004**

**RESOLUTION TO APPROVE THE 2026-2028 RESIDENTIAL WASTE REDUCTION  
AND RECYCLING GRANT AGREEMENT WITH HENNEPIN COUNTY**

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

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

**WHEREAS**, the Hennepin County Board at its November 6, 2025 meeting adopted a funding policy to continue to fund cities within Hennepin County for the contract period of January 1, 2026 through December 31, 2028; and

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

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

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

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

Adopted by the City Council of the City of Hopkins this 2<sup>nd</sup> day of February, 2026.

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

ATTEST:

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

## **RESIDENTIAL WASTE REDUCTION AND RECYCLING GRANT AGREEMENT**

This Grant Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487, on behalf of the Hennepin County Environment and Energy Department, 300 South Sixth Street, MC 679, Minneapolis, Minnesota 55487 (“COUNTY”), and CITY OF HOPKINS, 11100 Excelsior Boulevard, Hopkins, Minnesota, 55343 (“GRANTEE”), a Minnesota government entity.

The parties agree as follows:

1. TERM AND AMOUNT OF GRANT

This Agreement shall commence following execution by all parties. GRANTEE shall complete all Grant Requirements, as defined below, and submit all required documentation on or before December 31, 2028, unless this Agreement is terminated earlier in accordance with the provisions herein.

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

2. GRANT REQUIREMENTS

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

In addition to any other reporting requirements contained in this Agreement, including in any attachments, within thirty (30) days after COUNTY’s request, GRANTEE shall submit grant progress reports to the COUNTY in the manner directed by COUNTY and which may include summarizing activities and outcomes for the given period, goals, objectives, activities, outcomes, challenges, lessons learned, financial information, and/or administrative/programmatic monitoring descriptions.

3. GRANT FUNDS DISBURSEMENT

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

SCORE funds are based on revenue received by the State of Minnesota from the solid waste management tax (SWMT) on garbage services and are subject to change based on the SWMT revenue received by the state and funds allocated by the legislature. Funds

distributed to municipalities for the current calendar year will be based on SCORE funds received by the COUNTY in the state’s corresponding fiscal year.

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

**A. Waste reduction and recycling programs**

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

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

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

**B. Curbside organics recycling programs**

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

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

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

- 60% for cities that contract for organics recycling service
- 30% for cities that require haulers to offer organics recycling service

COUNTY will provide a minimum grant of \$3,300 per city for curbside organics recycling programs.

### C. Organics drop-off sites

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

### D. Multifamily waste reduction and recycling

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

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

If cities do not apply for available multifamily grant funds, the unclaimed funds will be re-allocated to the cities that applied in proportion to the number of multifamily households in those cities.

Multifamily households in cities with organized recycling collection are defined as 1) households in buildings where each household does not have its own recycling collection container to set out for curbside collection, or 2) households in buildings that do not receive recycling collection service through the city,

including apartment buildings, condominiums, townhomes, and cooperative housing units where a property manager or association coordinates collection service. Multifamily households in cities with open recycling collection are defined as households in residential buildings larger than a fourplex.

#### **E. Cities of the first class**

Cities of the first class must comply with COUNTY's measurable performance standards and report recycling rates and compliance rates to the COUNTY semi-annually beginning February 15, 2026, and every August 15 and February 15 thereafter during the term of this Agreement. Cities of the first class must also report semi-annually beginning February 15, 2026, and every August 15 and February 15 thereafter, on specific steps for implementation that address the COUNTY's priorities identified Board Action 25-0296 R2. COUNTY will determine annually whether the cities have implemented and satisfied performance standards. If the COUNTY finds that the cities have not implemented or satisfied the performance standards, the city must submit a waste reduction and recycling improvement plan to COUNTY within 60 days of being notified by COUNTY. The improvement plan must specify the efforts the city will take to implement and satisfy the performance standards identified by the COUNTY. The improvement plan must be negotiated with COUNTY and approved by COUNTY. If COUNTY does not approve the improvement plan, then it will withhold SCORE funding.

#### **4. PARTY RELATIONSHIP**

- A. GRANTEE shall select the means, method, and manner of performing Grant Requirements. Nothing is intended nor should be construed as creating or establishing any relationship, besides that of grantor and grantee, between the parties. GRANTEE is not COUNTY's vendor, contractor, agent, representative, or employee for any purpose. GRANTEE shall secure at its own expense all personnel and resources required in completing Grant Requirements under this Agreement. GRANTEE's personnel and/or subcontractors engaged to perform any activities under this Agreement will have no contractual relationship with COUNTY and will not be considered employees of COUNTY.
- B. If GRANTEE enters into any agreement with any entity to provide goods or services related to GRANTEE's performance of the Grant Requirements, GRANTEE shall memorialize that relationship with a written and duly executed agreement with said entity. That agreement will include, at minimum, the following provisions:
  - (i) Neither GRANTEE nor the engaged entity is acting as agent(s) for the County of Hennepin, State of Minnesota;
  - (ii) The parties expressly agree that the County of Hennepin, State of Minnesota, is not a party to their agreement; and

(iii) The County of Hennepin, State of Minnesota is not responsible or liable for any duty or obligation under their agreement, including but not limited to paying any amount whatsoever under the agreement.

5. NON-DISCRIMINATION

In accordance with COUNTY's policies against discrimination, GRANTEE shall not exclude any person nor prohibit their participation in or the benefits of any program, service or activity related to this Agreement on the grounds of any protected status or class, including but not limited to race, color, creed, religion, national origin, sex, gender expression, gender identity, age, disability, marital status, sexual orientation, or public assistance status. No person who is protected by applicable law against discrimination shall be subjected to discrimination.

6. INDEMNIFICATION

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

7. INSURANCE

Each party warrants that it has purchased insurance or a self-insurance program sufficient to meet its liability obligations and, at a minimum, to meet the maximum liability limits of Minnesota Statutes Chapter 466. This provision shall not be construed as a waiver of any immunity from liability under Chapter 466 or any other applicable law.

8. DUTY TO NOTIFY

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

9. DATA, SYSTEMS, AND INTELLECTUAL PROPERTY

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

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

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

If GRANTEE has access to or possession/control of County Data, GRANTEE shall safeguard and protect the County Data in accordance with generally accepted industry standards, all laws, and all then applicable COUNTY policies, procedures, rules and directions. To the extent of any inconsistency between accepted industry standards and such COUNTY policies, procedures, rules and directions, GRANTEE shall notify COUNTY of the inconsistency and follow COUNTY direction. GRANTEE shall immediately notify COUNTY of any known or suspected security breach or unauthorized access to County Data, then comply with all responsive directions provided by COUNTY. The foregoing shall not be construed as eliminating, limiting or otherwise modifying GRANTEE’s indemnification obligations herein.

- C. INTENTIONALLY OMITTED.

D. Upon expiration or termination of this Agreement:

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

10. RECORDS – AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes section 6.551, the State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of GRANTEE and involve transactions relating to this Agreement. GRANTEE shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration or termination.

11. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- A. GRANTEE binds itself, its partners, successors, assigns and legal representatives to COUNTY for all covenants, agreements and obligations herein.
- B. GRANTEE shall not assign, transfer or pledge this Agreement and/or the performance of the Grant Requirements, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of COUNTY. A consent to assign shall be subject to such conditions and provisions as COUNTY may deem necessary, accomplished by execution of a form prepared by COUNTY and signed by GRANTEE, the assignee and COUNTY. Permission to assign, however,

shall under no circumstances relieve GRANTEE of its liabilities and obligations under the Agreement.

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

12. MERGER, MODIFICATION AND SEVERABILITY

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

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

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

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

13. DEFAULT AND TERMINATION

- A. This Agreement may be terminated with or without cause by COUNTY upon thirty (30) days' written notice, including but not limited to failure of the GRANTEE to perform Grant Requirements or failure of the Grant Requirements to promote a public purpose. Additionally, failure to comply with the terms of this Agreement shall be just cause for COUNTY to delay payment of Grant Funds until GRANTEE's compliance. In the event of a decision to withhold Grant Funds, COUNTY shall furnish prior written notice to GRANTEE.
- B. COUNTY may immediately terminate this Agreement if GRANTEE, or any GRANTEE directors, employees, or other personnel are convicted of a criminal offense relating to any COUNTY, State of Minnesota, or federal grant.
- C. Notwithstanding any provision of this Agreement to the contrary, GRANTEE shall remain liable to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by GRANTEE.
- D. The above remedies shall be in addition to any other right or remedy available to COUNTY under this Agreement, law, statute, rule, and/or equity.
- E. COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- F. If this Agreement expires or is terminated, with or without cause, by either party, at any time, GRANTEE shall not be entitled to any Grant Funds except for reimbursements duly invoiced for completed Grant Requirements pursuant to this Agreement.
- G. Upon written notice, COUNTY may immediately suspend or terminate this Agreement in the event any of the following occur: (i) COUNTY does not obtain anticipated funding from an outside source for this project; (ii) funding for this project from an outside source is withdrawn, frozen, shut down, is otherwise made unavailable or COUNTY loses the outside funding for any other reason; or (iii) COUNTY determines, in its sole discretion, that funding is, or has become, insufficient. COUNTY is not obligated to pay for any Grant Funds related to the performance of any Grant Requirements occurring after the notice and effective date of the suspension or termination. In the event COUNTY suspends or terminates this Agreement pursuant to this paragraph, COUNTY shall pay any Grant Funds already invoiced by GRANTEE prior to the notice of suspension or

termination, if those costs and supporting documentation are validated by COUNTY, except that COUNTY shall not be obligated to pay any Grant Funds as or for penalties, early termination fees, charges, time and materials for Grant Requirements not already invoiced.

- H. GRANTEE has an affirmative obligation, upon written notice by COUNTY that this Agreement may be suspended or terminated, to follow reasonable directions by COUNTY, or absent directions by COUNTY, to exercise a fiduciary obligation to COUNTY, before incurring or making further costs, expenses, obligations or encumbrances arising out of or related to this Agreement.

14. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term or termination of this Agreement do survive such term or termination. Such provisions include but are not limited to: PARTY RELATIONSHIP; INDEMNIFICATION; INSURANCE; DUTY TO NOTIFY; DATA, SYSTEMS, AND INTELLECTUAL PROPERTY; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND TERMINATION; MEDIA OUTREACH; and MINNESOTA LAW GOVERNS.

15. GRANT MANAGER

Kirsten Wahlberg, or successor, (“Grant Manager”), shall manage this Agreement on behalf of COUNTY and serve as liaison between COUNTY and GRANTEE.

Lizzie Miller, lmiller@hopkinsmn.com, 952-548-6352 shall manage the Agreement on behalf of GRANTEE. GRANTEE may replace such person but shall immediately give written notice to COUNTY of the name, phone number and email (if available) of such substitute person and of any other subsequent substitute person.

16. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- A. GRANTEE shall comply with all applicable law, funding sources, regulations, rules and ordinances currently in force or later enacted.
- B. GRANTEE certifies that it is not prohibited from doing business with either the federal government or the state of Minnesota as a result of debarment or suspension proceedings. GRANTEE shall immediately notify COUNTY if GRANTEE is debarred or suspended during the term of this Agreement.

17. RECYCLING

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

18. NOTICES

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

19. CONFLICT OF INTEREST

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

20. MEDIA OUTREACH

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

21. MINNESOTA LAWS GOVERN

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

22. PERSONAL PROPERTY TAX, PROPERTY TAX, AND INCOME TAX

- A. GRANTEE affirms that it and its officers have paid all Hennepin County personal property taxes and property taxes due on all of its Hennepin County properties for taxes owed on or before the date of the execution of this Agreement. If COUNTY finds that property taxes have not been paid by GRANTEE, GRANTEE's owner and GRANTEE's board of directors (if any), COUNTY may refuse to disburse Grant Funds or require the return of all or part of the Grant Funds already disbursed.
  
- B. GRANTEE acknowledges that Grant Funds may be subject to federal and/or state or local taxes. Except as part of a tax-specific outreach program, COUNTY cannot provide tax advice and encourages GRANTEE to consult with a professional tax advisor.

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COUNTY BOARD AUTHORIZATION

Reviewed for COUNTY by  
the County Attorney's Office:



**Brittany McCormick**  
E-signed 2026-01-09 10:18AM CST  
brittany.mccormick@hennepin.us  
Hennepin County  
Assistant County Attorney



COUNTY OF HENNEPIN  
STATE OF MINNESOTA  
By:



**Irene Fernando**  
E-signed 2026-01-15 09:40AM CST  
Irene.Fernando@hennepin.us  
Hennepin County  
Chair, Board of Commissioners



Reviewed for COUNTY by:

  
[Grace Helgerson \(Jan 14, 2026 11:05:59 CST\)](#)

**Grace Helgerson**  
E-signed 2026-01-14 11:05AM CST  
Grace.Helgerson@hennepin.us  
Hennepin County  
County Administration Clerk



ATTEST:

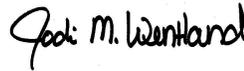


**Sheri Selton**  
E-signed 2026-01-15 01:02PM CST  
Sheri.Selton@hennepin.us  
Hennepin County  
County Administration Clerk



Board Resolution No:  
25-0414R1

By:



**Jodi Wentland**  
E-signed 2026-01-14 10:12PM CST  
Jodi.Wentland@hennepin.us  
Hennepin County  
County Administrator



Document Assembled by:

  
[Kirsten Wahlberg \(Jan 5, 2026 11:31:44 CST\)](#)

**Kirsten Wahlberg**  
E-signed 2026-01-05 11:31AM CST  
Kirsten.Wahlberg@hennepin.us  
Hennepin County



**Attachments**

GRANTEE

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

By:

*Dustin Pavék*

**Dustin Pavék**

E-signed 2026-01-09 08:07AM PST

dpavék@hopkinsmn.com

City of Hopkins

Public Works Director



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

HENNEPIN COUNTY  
MINNESOTA

Residential  
Waste Reduction and  
Recycling Funding Policy

January 1, 2026 – December 31, 2028

# I. Policy Overview

## A. Background

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

## B. SCORE funds

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

## C. Support for city programs

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

## D. Term of the policy

Hennepin County is committed to implementing this policy from January 1, 2026, through December 31, 2028. The county may revise this policy to align with strategic priorities developed in the zero-waste plan or solid waste management plan. In addition, the county may revise this policy, if it determines changes are needed to assure compliance with state law and MPCA goals established for metropolitan counties. If SCORE funds are eliminated from the state budget or significantly reduced, the county will consult with cities at that time and develop a recommendation to the board on future funding for residential waste reduction and recycling programs.

## E. Grant agreements

Each city seeking funding under the terms of the Residential Waste Reduction and Recycling Funding Policy must enter into a grant agreement with the county for a term concurrent with the expiration of this policy, December 31, 2028. The grant agreement must be accompanied by a resolution authorizing the city to enter into such an agreement. If cities form a joint powers organization responsible for waste reduction and recycling programs, the county will enter into a grant agreement with that entity and distribute funds to that organization.

## II. Allocation of Funds

SCORE funds will be dedicated to the following purposes:

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

### A. Waste reduction and recycling programs

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

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

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

## B. Curbside organics recycling programs

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

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

The county will provide a minimum grant of \$3,300 per city for curbside organics recycling programs.

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

- 60% for cities that contract for organics recycling service
- 30% for cities that require haulers to offer organics recycling service

## C. Organics drop-off sites

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

## E. Multifamily waste reduction and recycling

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

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

If cities do not apply for available multifamily grant funds, the unclaimed funds will be re-allocated to the cities that applied in proportion to the number of multifamily households in those cities.

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

### III. Application for Funding

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

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

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

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

### IV. Use of Funds

#### A. Conditions applying to all funds

The following requirements apply to the use of all funds:

1. Funds must be expended on eligible activities per Minnesota Statutes §115A.557.

2. All grant funds accepted from the county must be used in the year granted unless the county agrees to an exception. The county will not provide any funds in excess of actual expenses. Funds not spent must be returned to the county.
3. A city or joint powers organization may not charge its residents through property tax, utility fees, waste fees, environmental fees, or any other method for the portion of its waste reduction and recycling program costs that are funded by county grant funds.
4. Cities must track expenditures for waste reduction and recycling programs, curbside organics recycling, organics drop-off sites, and multifamily waste reduction and recycling and establish accounting mechanisms to provide the information requested in the financial section of the annual grant application.
5. Waste reduction and recycling activities, revenues, and expenditures are subject to audit.

## B. Curbside organics use of funds

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

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

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

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

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

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

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

Cities that choose to apply for multifamily waste reduction and recycling funding will work with

the county to identify eligible activities that are customized to the city's goals and needs. These activities will be determined through the supplementary grant application process.

Multifamily resources provided by the county, including reusable tote bags/baskets and multifamily specific signs and labels, are not eligible expenses.

## V. City Requirements

### A. Materials accepted

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

### B. Education and outreach

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

1. Use county terminology on promotional and educational materials when describing recycling and organics recycling guidelines, including the description of materials accepted and not accepted, as well as when describing preparation guidelines.
2. Use images approved by the county if using images of mixed recyclables and organic materials.
3. Provide the following information on the city's website:
  - Recycling and organics recycling materials accepted and not accepted
  - Curbside collection calendar
  - Contact information for the city's recycling coordinator
  - Links to city recycling resources and programs
  - Organics drop-off site(s) information
  - Links to county recycling resources and programs
4. Provide a guide on recycling and organics recycling to residents each year. The guide shall contain information on curbside collection, materials accepted and not accepted, organics drop off site information (if applicable), and a curbside collection calendar.

5. Complete two or more waste reduction, recycling and organics recycling educational activities annually that include the promotion of curbside collection. The county will provide a list of activities to city recycling coordinators. These activities are in addition to the provision of an annual guide.
6. If a city develops its own educational materials, does not use a template produced by the county, does not utilize design services offered by the county, or relies on a hauler to provide an annual guide, then the city must submit the materials to the county for approval.

### C. Waste reduction and recycling performance

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

### D. Cities of the first class

Cities of the first class must comply with the county's measurable performance standards and report recycling rates and compliance rates to the county annually by February 15 and semi-annually thereafter. Cities of the first class must also report bi-annually on specific steps for implementation that address the county's priorities.

The county will determine annually whether the cities have implemented and satisfied performance standards. If the cities do not implement and satisfy the performance standards, a waste reduction and recycling improvement plan must be submitted by the city within 60 days of being notified by the county. The improvement plan must specify the efforts the city will take to implement and satisfy the performance standards identified by the county. The improvement plan must be negotiated with the county and approved by the county. If the county does not approve the improvement plan, then SCORE funding will be withheld.

## VI. Grant Payments

The county will make two payments to cities each year. Those two payments will provide the sum of each city's total grant amount for general waste reduction and recycling programs, curbside organics recycling programs, organics drop-off sites, and multifamily waste reduction and recycling. One payment will be made after the county receives the applications for funding. A second payment will be made after basic program requirements, education and outreach

requirements, and performance have been confirmed and approved. If the city meets the county requirements, both payments will be made during the same calendar year.

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



Finance Department

CITY OF HOPKINS

## City Council Report 2026-014

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

From: Nick Bishop, Finance Director

Date: January 29, 2026

Subject: Ratify Checks Issued January 2026

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### **RECOMMENDED ACTION**

**MOTION TO** Ratify Checks issued between December 31, 2025 and January 28, 2026 with numbers 141039 thru 141458 for total distribution of 1,997,801.47.

This section ONLY includes the motion.

### **OVERVIEW**

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

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

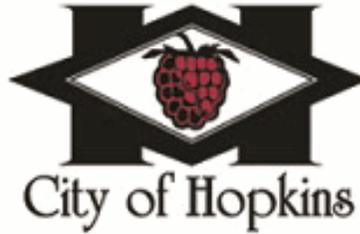
### **SUPPORTING INFORMATION**

- Check Register

# Accounts Payable

## Checks by Date - Summary by Check Date

User: mschrick@hopkinsmn.com  
Printed: 1/29/2026 12:09 PM



1010 First Street South  
Hopkins, MN 55343

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

Check No	Vendor No	Vendor Name	Check Date	Check Amount
141039	01125	ADT SECURITY SERVICES	01/02/2026	257.68
141040	29535	ADVANCED ENGINEERING	01/02/2026	567.00
141041	28600	APPLE VALLEY FORD LINCOLN	01/02/2026	205.49
141042	30899	BAUERS MINNOCO	01/02/2026	148.08
141043	32065	BLOOMINGTON LOCK & SAFE CO INC	01/02/2026	29,774.03
141044	29416	CDW GOVERNMENT	01/02/2026	6,750.00
141045	03160	CENTERPOINT ENERGY MINNEGASC	01/02/2026	7,992.17
141046	29854	CENTURY COLLEGE	01/02/2026	695.00
141047	28430	CENTURY LINK	01/02/2026	674.09
141048	26951	COMCAST	01/02/2026	270.73
141049	04690	DRISKILLS FOODS	01/02/2026	3,900.43
141050	28898	ECM PUBLISHERS INC	01/02/2026	79.62
141051	29430	ELECTRICAL PRODUCTION SERVICES	01/02/2026	9,856.00
141052	29661	ESS BROTHERS & SONS	01/02/2026	6,450.00
141053	29491	FERGUSON WATERWORKS #2518	01/02/2026	6,547.41
141054	06567	FORCE AMERICA	01/02/2026	781.95
141055	29377	GRAINGER, INC	01/02/2026	918.90
141056	08001	HACH COMPANIES	01/02/2026	347.87
141057	08038	HAWKINS, INC	01/02/2026	5,269.29
141058	08166	HENNEPIN CTY TREASURER	01/02/2026	291.30
141059	08179	HENNEPIN CTY TREASURER	01/02/2026	1,185.76
141060	28297	HERITAGE SHADE TREE CONSULTAN	01/02/2026	625.00
141061	08627	HOME DEPOT CREDIT SERVICES	01/02/2026	468.78
141062	09002	I-STATE TRUCK CENTER	01/02/2026	17.96
141063	28601	JENN ARI GROUP	01/02/2026	1,959.96
141064	11327	KILLMER ELECTRIC CO INC	01/02/2026	2,437.00
141065	13167	MENARDS	01/02/2026	410.04
141066	32072	NATHAN MILLER	01/02/2026	500.00
141067	13362	MN CHIEFS OF POLICE ASSOC	01/02/2026	513.00
141068	29939	MOBOTREX, INC.	01/02/2026	2,699.00
141069	28515	MOLCO INC	01/02/2026	12,690.00
141070	31578	JOSHUA MONTGOMERY	01/02/2026	300.00
141071	31006	MOTOROLA SOLUTIONS, INC.	01/02/2026	17,290.00
141072	15521	ON SITE COMPANIES	01/02/2026	73.00
141073	31782	ORACLE AMERICA INC	01/02/2026	2,160.00
141074	29468	PARALLEL TECHNOLOGIES	01/02/2026	3,585.61
141075	28285	PROFESSIONAL TURF & RENOV INC	01/02/2026	17,657.00
141076	04573	QUALITY RESOURCE GROUP INC	01/02/2026	2,936.91
141077	31979	SALTUS TECHNOLOGIES LLC	01/02/2026	17,000.00
141078	19004	SAMARITAN TIRE COMPANY	01/02/2026	2,354.68
141079	32232	SCHAEFFER MFG COMPANY	01/02/2026	890.40
141080	29242	SCHWALBE STONWORK INC	01/02/2026	458.00
141081	28240	SESAC RIGHTS MGMT INC	01/02/2026	641.00
141082	19520	SNAP PRINT INC	01/02/2026	152.07
141083	32229	KIMBERLY STANEK	01/02/2026	2,000.00
141084	29729	T-MOBILE USA, INC.	01/02/2026	315.00
141085	20560	TOLL GAS & WELDING SUPPLY	01/02/2026	79.20

Check No	Vendor No	Vendor Name	Check Date	Check Amount
141086	20687	TRI-STATE BOBCAT INC	01/02/2026	2,171.75
141087	32231	HANNAH VANDERHEYDEN	01/02/2026	1,250.00
141088	29458	VERIZON WIRELESS	01/02/2026	3,516.67
141089	29473	VERIZON WIRELESS	01/02/2026	996.80
141090	29490	VERIZON WIRELESS	01/02/2026	1,408.64
141091	30017	VERIZON WIRELESS	01/02/2026	2,285.02
141092	32233	WEST METRO HOME REMODELING F.	01/02/2026	250.00
141093	28123	WRAP CITY GRAPHICS INC	01/02/2026	510.00
141094	32230	ANDREW WRIGHT	01/02/2026	1,000.00
141095	23720	WSB & ASSOCIATES INC	01/02/2026	3,696.00
Total for 1/2/2026:				190,261.29
141150	32150	4FRONT ENERGY	01/08/2026	40.00
141151	31117	ACUITY SPECIALTY PRODUCTS INC	01/08/2026	522.63
141152	01328	AIRGAS USA	01/08/2026	316.84
141153	32238	NAZIL ALAMDARI	01/08/2026	105.00
141154	32239	ALLSTATE PARTS OF SHAKOPEE	01/08/2026	156.24
141155	30933	ANCHOR SOLAR INVESTMENTS LLC	01/08/2026	3,772.41
141156	32111	APADANA ENERGY LLC	01/08/2026	3,765.00
141157	20883	API GARAGE DOOR INC	01/08/2026	17,585.00
141158	01737	ASPEN MILLS	01/08/2026	805.60
141159	32236	ANDREW BARLAGE	01/08/2026	2,787.09
141160	30481	BATTERIES PLUS BULBS #018	01/08/2026	47.36
141161	30366	BERRY COFFEE COMPANY INC	01/08/2026	76.00
141162	32065	BLOOMINGTON LOCK & SAFE CO INC	01/08/2026	267.00
141163	02563	BOLTON & MENK, INC	01/08/2026	780.75
141164	31636	BROWNBODY	01/08/2026	2,500.00
141165	31400	BZDOK INSPECTIONS INC	01/08/2026	7,596.11
141166	31926	CAFE ANNA LISA	01/08/2026	276.19
141167	31410	CARLSON PRINTING COMPANY	01/08/2026	4,830.83
141168	03160	CENTERPOINT ENERGY MINNEGASC	01/08/2026	61.22
141169	32139	CHARGE POINT	01/08/2026	160.00
141170	31267	CINTAS CORPORATION	01/08/2026	756.34
141171	30127	CINTAS CORPORATION NO. 2	01/08/2026	114.60
141172	32182	DANIELLE COFFIELD	01/08/2026	120.00
141173	31676	COLLINS BROTHERS TOWING OF ST C	01/08/2026	173.00
141174	26951	COMCAST	01/08/2026	14.98
141175	26951	COMCAST	01/08/2026	2.16
141176	26951	COMCAST	01/08/2026	69.95
141177	26951	COMCAST	01/08/2026	301.85
141178	26951	COMCAST	01/08/2026	181.18
141179	26951	COMCAST	01/08/2026	258.57
141180	26951	COMCAST	01/08/2026	404.93
141181	26951	COMCAST	01/08/2026	404.93
141182	31678	COMO PARK ANIMAL HOSPITAL & LA	01/08/2026	734.00
141183	30560	COMPUTER INTEGRATION TECHNOL	01/08/2026	27,994.40
141184	31384	CONSOLIDATED COMMUNICATIONS	01/08/2026	383.75
141185	03696	CRYSTEEL TRUCK EQUIPMENT	01/08/2026	7,411.00
141186	04690	DRISKILLS FOODS	01/08/2026	9.58
141187	01523	EARL F. ANDERSEN, INC	01/08/2026	314.95
141188	28898	ECM PUBLISHERS INC	01/08/2026	383.75
141189	29070	ENGAGE PRINT INC	01/08/2026	350.00
141190	30330	FAE LSE 6 LLC	01/08/2026	3,569.84
141191	30601	FAE LSE 8 LLC	01/08/2026	3,739.40
141192	29491	FERGUSON WATERWORKS #2518	01/08/2026	43,273.99
141193	31913	FIRSTTWO INC	01/08/2026	5,400.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
141194	06567	FORCE AMERICA	01/08/2026	1,226.07
141195	07185	GENUINE PARTS	01/08/2026	791.34
141196	29377	GRAINGER, INC	01/08/2026	131.68
141197	31818	KAREN GREER	01/08/2026	50.00
141198	08000	H & L MESABI	01/08/2026	1,406.18
141199	08001	HACH COMPANIES	01/08/2026	819.06
141200	31143	SARA HALPERN	01/08/2026	265.00
141201	08176	HENNEPIN COUNTY TREASURER	01/08/2026	3,021.26
141202	08166	HENNEPIN CTY TREASURER	01/08/2026	2,318.73
141203	27248	HENNEPIN CTY TREASURER	01/08/2026	2,370.00
141204	29818	HIAWATHA TREE SERVICE INC.	01/08/2026	3,850.00
141205	08324	HIGHVIEW PLUMBING INC	01/08/2026	5,464.00
141206	08336	HIRSHFIELDS	01/08/2026	138.95
141207	31608	HOPKINS COMMUNITY CINEMA LLC	01/08/2026	2,493.36
141208	29345	IMPACT MAILING OF MN	01/08/2026	5,547.27
141209	04004	IMPERIAL BAG & PAPER CO LLC	01/08/2026	333.42
141210	09521	INDELCO	01/08/2026	64.91
141211	31592	INFINITE HEALTH COLLABORATIVE I	01/08/2026	687.50
141212	09578	INNOVATIVE OFFICE SOLUTIONS LLC	01/08/2026	2,132.35
141213	09002	I-STATE TRUCK CENTER	01/08/2026	152.30
141214	30269	JANELLE JASPERS JONES	01/08/2026	320.00
141215	11013	KATH FUEL OIL SERVICE	01/08/2026	697.92
141216	11327	KILLMER ELECTRIC CO INC	01/08/2026	4,272.61
141217	11583	KONE INC	01/08/2026	498.81
141218	31941	LANO EQUIPMENT INC	01/08/2026	16,371.78
141219	31895	LIFE-ASSIST	01/08/2026	430.88
141220	30165	THOMAS LORENTZ	01/08/2026	500.00
141221	31815	MANSFIELD SERVICE PARTNERS LLC	01/08/2026	18,767.37
141222	13047	MARCO	01/08/2026	1,010.57
141223	31257	SCOTT ANDREWS MARKS	01/08/2026	930.00
141224	31505	MARTIN MARIETTA MATERIALS INC	01/08/2026	1,763.99
141225	13160	MEDICINE LAKE TOURS	01/08/2026	2,450.00
141226	13167	MENARDS	01/08/2026	480.18
141227	04521	MEYER INK SCREEN PRINTING & EM	01/08/2026	161.60
141228	13275	MICRO CENTER	01/08/2026	239.98
141229	13525	MIDNITE MARKET	01/08/2026	9.80
141230	27324	MIDWEST OVERHEAD CRANE	01/08/2026	857.56
141231	32072	NATHAN MILLER	01/08/2026	1,500.00
141232	13327	MINNEAPOLIS RIFLE CLUB	01/08/2026	150.00
141233	28599	MN PUBLIC RADIO	01/08/2026	833.00
141234	28515	MOLCO INC	01/08/2026	2,950.00
141235	32058	MORNING STAR COFFEE	01/08/2026	170.85
141236	31064	MR CUTTING EDGE LLC	01/08/2026	117.00
141237	31839	KRISTINA NESSE	01/08/2026	50.00
141238	31361	NET TRANSCRIPTS INC	01/08/2026	440.52
141239	30300	NORDIC SOLAR HOLDCO LLC	01/08/2026	2,261.43
141240	29317	OFFICE OF MN IT SERVICES	01/08/2026	386.40
141241	29452	OFFICE OF MN IT SERVICES	01/08/2026	588.02
141242	31799	OMODT & ASSOCIATES CRITICAL CO	01/08/2026	2,025.00
141243	26974	O'REILLY AUTO PARTS	01/08/2026	113.97
141244	15682	ORKIN LLC	01/08/2026	300.00
141245	31796	DAVID OSTLUND	01/08/2026	350.00
141246	15880	OWENS SERVICE CORP- CHEMTEX	01/08/2026	1,858.09
141247	29468	PARALLEL TECHNOLOGIES	01/08/2026	35,000.00
141248	27080	PEAK HEATING & COOLING INC	01/08/2026	13,983.00
141249	30578	PETERSON SALT & WATER TREATME	01/08/2026	309.54
141250	32240	DOMINIQUE PIERRE-TOUSSAINT	01/08/2026	2,378.66

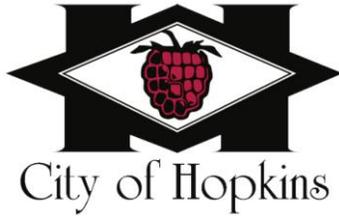
Check No	Vendor No	Vendor Name	Check Date	Check Amount
141251	32018	PILGRIM DRY CLEANERS	01/08/2026	2,093.58
141252	30199	PULSE ELECTRIC	01/08/2026	8,510.00
141253	32046	R L LARSON EXCAVATING INC	01/08/2026	261,151.89
141254	32187	SUSAN SCHWARTZ	01/08/2026	820.00
141255	28834	SHI INTERNATIONAL CORP	01/08/2026	21,749.30
141256	30132	LAURA SHIUE	01/08/2026	1,000.00
141257	29384	SITEONE LANDSCAPE SUPPLY	01/08/2026	2,179.69
141258	31301	SMSC ENTERPRISES	01/08/2026	5,469.80
141259	19520	SNAP PRINT INC	01/08/2026	1,001.91
141260	32235	SOUTH LAKE MINNETONKA POLICE I	01/08/2026	250.00
141261	32234	SPARKS AUTO GROUP	01/08/2026	841.00
141262	30170	LAWRENCE SPIEGEL	01/08/2026	227.50
141263	19602	SPS COMPANIES INC	01/08/2026	305.50
141264	19730	STERICYCLE INC	01/08/2026	108.76
141265	20120	TDS METROCOM - MN	01/08/2026	197.04
141266	20560	TOLL GAS & WELDING SUPPLY	01/08/2026	475.84
141267	27981	ULINE INC	01/08/2026	314.67
141268	29466	VERIZON WIRELESS	01/08/2026	1,425.98
141269	32091	VESTIS	01/08/2026	435.78
141270	27900	WATER CONSERVATION SERVICES	01/08/2026	1,847.70
141271	32237	WILSON SIMON DBA	01/08/2026	150.00
141272	25080	XCEL ENERGY	01/08/2026	9.83
141273	25080	XCEL ENERGY	01/08/2026	101.08
141274	25080	XCEL ENERGY	01/08/2026	1,248.06
141275	25080	XCEL ENERGY	01/08/2026	764.55
141276	25080	XCEL ENERGY	01/08/2026	200.93
141277	25080	XCEL ENERGY	01/08/2026	8.16
141278	25080	XCEL ENERGY	01/08/2026	216.16
141279	25080	XCEL ENERGY	01/08/2026	66.80
141280	25080	XCEL ENERGY	01/08/2026	9,720.47
141281	25080	XCEL ENERGY	01/08/2026	208.27
141282	25080	XCEL ENERGY	01/08/2026	111.00
141283	25080	XCEL ENERGY	01/08/2026	1,575.03
141284	25080	XCEL ENERGY	01/08/2026	23,814.72
141285	26320	ZIEGLER, INC	01/08/2026	285.59
Total for 1/8/2026:				640,496.92
141286	31825	7-ELEVEN INC	01/16/2026	55.00
141287	31331	ACME ELECTRIC MOTOR INC	01/16/2026	109.26
141288	01328	AIRGAS USA	01/16/2026	160.58
141289	28242	BMI	01/16/2026	459.00
141290	31926	CAFE ANNA LISA	01/16/2026	979.41
141291	29416	CDW GOVERNMENT	01/16/2026	42,000.00
141292	30127	CINTAS CORPORATION NO. 2	01/16/2026	114.60
141293	27290	CITY OF EDEN PRAIRIE	01/16/2026	6,787.00
141294	30038	CIVICPLUS LLC	01/16/2026	3,398.59
141295	26951	COMCAST	01/16/2026	332.30
141296	31202	CRIME STOPPERS OF MINNESOTA	01/16/2026	200.00
141297	27060	CROWN MARKING INC	01/16/2026	64.76
141298	03696	CRYSTEEL TRUCK EQUIPMENT	01/16/2026	71.98
141299	03800	CULLIGAN - METRO	01/16/2026	245.00
141300	28747	CULLIGAN BOTTLED WATER CO	01/16/2026	562.40
141301	31845	EJ EQUIPMENT, INC.	01/16/2026	205.20
141302	29430	ELECTRICAL PRODUCTION SERVICES	01/16/2026	3,063.00
141303	29006	ENTERPRISE FLEET MANAGEMENT	01/16/2026	4,720.06
141304	31615	FLOCK GROUP INC	01/16/2026	24,000.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
141305	30184	GOVERNMENTJOBS.COM, INC.	01/16/2026	9,697.68
141306	29377	GRAINGER, INC	01/16/2026	185.20
141307	29820	GROUP HEALTH PLAN INC	01/16/2026	444.00
141308	08000	H & L MESABI	01/16/2026	696.10
141309	08576	HOPKINS F.D. RELIEF ASSOC	01/16/2026	840.00
141310	08620	HOPKINS ROTARY	01/16/2026	500.00
141311	32113	IDI	01/16/2026	200.00
141312	30087	INTEGRITY EMPLOYEE BENEFITS, LL	01/16/2026	3,480.00
141313	30376	INTERNATIONAL IDENTIFICATION IN	01/16/2026	72.62
141314	09002	I-STATE TRUCK CENTER	01/16/2026	121.53
141315	11013	KATH FUEL OIL SERVICE	01/16/2026	694.30
141316	03369	LEAGUE OF MN CITIES	01/16/2026	20,712.00
141317	31895	LIFE-ASSIST	01/16/2026	120.59
141318	31986	MAGNET FORENSICS LLC	01/16/2026	20,570.00
141319	31505	MARTIN MARIETTA MATERIALS INC	01/16/2026	2,700.30
141320	13167	MENARDS	01/16/2026	116.32
141321	27050	METRO CITIES	01/16/2026	7,166.00
141322	13182	METROPOLITAN AREA MANAGERS A	01/16/2026	60.00
141323	13179	METROPOLITAN COUNCIL	01/16/2026	168,680.06
141324	13354	MN BENEFIT ASSOCIATION	01/16/2026	84.18
141325	13362	MN CHIEFS OF POLICE ASSOC	01/16/2026	225.00
141326	13363	MN CITY/COUNTY MGMT ASSOC	01/16/2026	275.00
141327	13446	MN DEPT OF LABOR & INDUSTRY	01/16/2026	145.00
141328	13377	MN DEPT OF NATURAL RESOURCES C	01/16/2026	35.00
141329	13404	MN STATE FIRE DEPARTMENT ASSOC	01/16/2026	450.00
141330	30079	MPPOA LEGAL DEFENSE FUND	01/16/2026	888.00
141331	29468	PARALLEL TECHNOLOGIES	01/16/2026	560.38
141332	31909	COMPASS PEER GROUPS	01/16/2026	1,800.00
141333	16801	PUMP & METER SERVICE, INC	01/16/2026	692.00
141334	17806	QWEST CORP	01/16/2026	265.63
141335	31120	REPUBLIC SERVICES INC	01/16/2026	34,833.12
141336	28779	SAFEASSURE CONSULTANTS INC	01/16/2026	9,040.13
141337	19602	SPS COMPANIES INC	01/16/2026	1,912.84
141338	30056	STANLEY ACCESS TECH LLC	01/16/2026	1,520.98
141339	20560	TOLL GAS & WELDING SUPPLY	01/16/2026	80.96
141340	20687	TRI-STATE BOBCAT INC	01/16/2026	333.38
Total for 1/16/2026:				377,726.44
141341	30364	ABDO LLP	01/21/2026	1,293.75
141342	28422	ADVANCED IMAGING SOLUTIONS	01/21/2026	4,734.62
141343	28600	APPLE VALLEY FORD LINCOLN	01/21/2026	295.35
141344	30230	BARNA, GUZY & STEFFEN, LTD.	01/21/2026	525.00
141345	31400	BZDOK INSPECTIONS INC	01/21/2026	1,989.75
141346	28981	CHESTNUT CAMBRONNE PA	01/21/2026	16,243.84
141347	04217	DISCOUNT STEEL INC	01/21/2026	66.77
141348	29398	ENTERPRISE FLEET MANAGEMENT	01/21/2026	3,312.39
141349	07564	GOPHER STATE ONE-CALL, INC	01/21/2026	86.40
141350	29748	HENNEPIN COUNTY PUBLIC WORKS	01/21/2026	16,184.03
141351	08166	HENNEPIN CTY TREASURER	01/21/2026	5,251.67
141352	08179	HENNEPIN CTY TREASURER	01/21/2026	1,096.52
141353	08223	HENNEPIN CTY TREASURER	01/21/2026	13,230.71
141354	29529	LEXISNEXIS RISK SOLUTIONS	01/21/2026	102.49
141355	31767	MGMT FIVE INC	01/21/2026	3,739.97
141356	13377	MN DEPT OF NATURAL RESOURCES C	01/21/2026	9,437.36
141357	31064	MR CUTTING EDGE LLC	01/21/2026	192.00
141358	26974	O'REILLY AUTO PARTS	01/21/2026	200.31

Check No	Vendor No	Vendor Name	Check Date	Check Amount
141359	30125	PROJECT COMPANY FINCO PHASE III	01/21/2026	4,572.49
141360	30767	MYRON RUSSELL	01/21/2026	750.00
141361	19520	SNAP PRINT INC	01/21/2026	61.84
141362	19567	SOUTHWEST SUB CABLE COMM	01/21/2026	6,735.00
141363	29729	T-MOBILE USA, INC.	01/21/2026	50.00
141364	30093	TRANSUNION RISK AND ALTERNATIV	01/21/2026	195.30
141365	29458	VERIZON WIRELESS	01/21/2026	3,566.66
141366	29475	VERIZON WIRELESS	01/21/2026	210.06
141367	30819	VERIZON WIRELESS	01/21/2026	350.49
141368	25080	XCEL ENERGY	01/21/2026	427.73
Total for 1/21/2026:				94,902.50
141369	32246	AFFORDABLE EGRESS WINDOWS BA	01/22/2026	103.65
141370	32248	RISA ANDERSON	01/22/2026	669.99
141371	01737	ASPEN MILLS	01/22/2026	795.00
141372	30437	BCA	01/22/2026	32.00
141373	32245	BONFE	01/22/2026	642.00
141374	31573	JASON THOMAS CARDINAL	01/22/2026	1,137.50
141375	31568	CARE RESOURCE CONNECTION	01/22/2026	1,250.00
141376	15447	CARPENTERS SMALL ENGINE	01/22/2026	317.65
141377	28987	CENTER FOR ENERGY & ENVIRONME	01/22/2026	570.00
141378	28430	CENTURY LINK	01/22/2026	753.39
141379	31416	CHURCH OFFSET PRINTING INC	01/22/2026	245.01
141380	31267	CINTAS CORPORATION	01/22/2026	438.61
141381	26951	COMCAST	01/22/2026	404.93
141382	26951	COMCAST	01/22/2026	270.06
141383	26951	COMCAST	01/22/2026	151.12
141384	31032	COVERALL NORTH AMERICA	01/22/2026	5,965.00
141385	28898	ECM PUBLISHERS INC	01/22/2026	37.50
141386	32251	EDINA BANTAM AA	01/22/2026	245.00
141387	29398	ENTERPRISE FLEET MANAGEMENT	01/22/2026	3,263.44
141388	29491	FERGUSON WATERWORKS #2518	01/22/2026	300.00
141389	31455	MARIE GRAHAM	01/22/2026	2,500.00
141390	08001	HACH COMPANIES	01/22/2026	73.95
141391	08038	HAWKINS, INC	01/22/2026	1,938.62
141392	32250	MEGHAN HAYDEN	01/22/2026	500.00
141393	32249	KAORI HIRANO	01/22/2026	999.00
141394	08627	HOME DEPOT CREDIT SERVICES	01/22/2026	773.50
141395	09521	INDELCO	01/22/2026	248.68
141396	32252	LAMISSA JENSEN	01/22/2026	69.30
141397	30092	JIU-JITSU MINNESOTA, LLC.	01/22/2026	2,400.00
141398	32242	JON KAMRATH	01/22/2026	493.50
141399	30440	LEADSONLINE LLC	01/22/2026	4,324.00
141400	03369	LEAGUE OF MN CITIES	01/22/2026	3,780.00
141401	31645	LOCALITY MEDIA LLC	01/22/2026	1,200.00
141402	31257	SCOTT ANDREWS MARKS	01/22/2026	1,080.00
141403	31865	MADELINE MARTODAM	01/22/2026	500.00
141404	32243	McDONALD REMODELING	01/22/2026	112.00
141405	13167	MENARDS	01/22/2026	511.91
141406	32241	VANESSA ANNE MERRY	01/22/2026	140.00
141407	28665	METRO ALARM & LOCK	01/22/2026	780.00
141408	13173	METRO CHIEF FIRE OFFICERS ASSN	01/22/2026	100.00
141409	29598	MN DVS RENEWAL/TITLE & REGISTR	01/22/2026	30.75
141410	29598	MN DVS RENEWAL/TITLE & REGISTR	01/22/2026	15.25
141411	31361	NET TRANSCRIPTS INC	01/22/2026	131.40
141412	15521	ON SITE COMPANIES	01/22/2026	73.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
141413	16035	PACE ANALYTICAL SERVICES INC	01/22/2026	1,371.30
141414	04573	QUALITY RESOURCE GROUP INC	01/22/2026	58.52
141415	18164	RED WING BUSINESS ADVANTAGE AC	01/22/2026	409.48
141416	31498	LINDA SALLEE	01/22/2026	420.00
141417	29384	SITEONE LANDSCAPE SUPPLY	01/22/2026	517.44
141418	19520	SNAP PRINT INC	01/22/2026	50.08
141419	19730	STERICYCLE INC	01/22/2026	218.92
141420	20120	TDS METROCOM - MN	01/22/2026	197.00
141421	20687	TRI-STATE BOBCAT INC	01/22/2026	1,500.00
141422	29266	UNITED STATES TREASURY	01/22/2026	365.63
141423	31119	CHRISTIANN WALTON	01/22/2026	87.50
141424	32247	WISTERIA	01/22/2026	175.00
Total for 1/22/2026:				45,737.58
141425	30364	ABDO LLP	01/23/2026	11,850.00
141426	31776	ALATUS HOPKINS LIHTC I LLC	01/23/2026	9,215.18
141427	32253	CENTRAL-McGOWAN INC	01/23/2026	114.75
141428	31267	CINTAS CORPORATION	01/23/2026	9.45
141429	30436	DORAN 810 APARTMENTS LLC	01/23/2026	476,847.84
141430	29306	DORAN MARKETPLACE LLC	01/23/2026	21,866.15
141431	30431	EHLERS INVESTMENT PARTNERS LLC	01/23/2026	34,680.00
141432	29491	FERGUSON WATERWORKS #2518	01/23/2026	20,263.50
141433	27492	FRIENDS OF THE HOPKINS	01/23/2026	3,750.00
141434	08004	HANCE HARDWARE, INC	01/23/2026	1,295.88
141435	08166	HENNEPIN CTY TREASURER	01/23/2026	2,318.73
141436	08192	HENNEPIN CTY TREASURER	01/23/2026	9,386.50
141437	27454	HENNEPIN CTY TREASURER	01/23/2026	11,560.31
141438	29302	HENNEPIN CTY TREASURER	01/23/2026	175.00
141439	11161	KENNEDY & GRAVEN, CHARTERED	01/23/2026	6,194.40
141440	13179	METROPOLITAN COUNCIL	01/23/2026	7,380.45
141441	29317	OFFICE OF MN IT SERVICES	01/23/2026	594.30
141442	29452	OFFICE OF MN IT SERVICES	01/23/2026	294.01
141443	27224	PPG ARCHITECTURAL FINISHES	01/23/2026	2,371.52
141444	32254	SIGN SOLUTIONS USA LLC	01/23/2026	2,493.90
141445	32255	THREE ONE SIX BAR & GRILL	01/23/2026	376.68
141446	20887	TWIN CITY WATER CLINIC	01/23/2026	340.00
Total for 1/23/2026:				623,378.55
141447	UB*01162	STEVEN SMITH	01/26/2026	1,902.86
Total for 1/26/2026:				1,902.86
141448	UB*01163	THOMAS RUSCH	01/28/2026	891.30
Total for 1/28/2026:				891.30
141449	30728	AFSCME COUNCIL 5	01/29/2026	841.10
141450	09801	CENTRAL PENSION FUND	01/29/2026	2,640.00
141451	31875	Crime Prevention Fund Hopkins	01/29/2026	97.00
141452	08625	HOPKINS POLICE ASSOCIATION	01/29/2026	553.50
141453	31683	C/O John Meyer INTERNATIONAL ASSC	01/29/2026	628.40
141454	12012	LAW ENFORCEMENT LABOR SERVICE	01/29/2026	2,063.82
141455	30391	THE HARTFORD LTD	01/29/2026	2,716.42
141456	32228	METLIFE	01/29/2026	12,129.79

Check No	Vendor No	Vendor Name	Check Date	Check Amount
141457	21523	UNION LOCAL 49	01/29/2026	770.00
141458	21529	UNITED WAY	01/29/2026	64.00
Total for 1/29/2026:				22,504.03
Report Total (366 checks):				1,997,801.47



## City Council Report 2026-012

To: Honorable Chair and Board Members  
Mike Mornson, City Manager

From: Ryan Krzos, City Planner

Date: February 2, 2026

Subject: First Reading of an Ordinance Amending the Development Code to Allow, as a Permitted Use, Large Day Cares in the IX-S Zone.

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### **REQUEST**

Mariela Pineda, on behalf of Creek Valley Properties LLC, owner of 509 2nd Avenue S, proposes a Development Code Text amendment to allow, as a permitted use, large day cares in the IX-S, Employment Mix Suburban Center zone.

### **RECOMMENDATION**

**MOTION TO** adopt Resolution 2026-005 approving a first reading of Ordinance 2026-1233 Amending the Development Code to Allow, as a Permitted Use, Large Day Cares in the IX-S Zone.

### **ANALYSIS**

The applicant is requesting a Development Code Amendment which would allow large day cares as a permitted use within the IX-S Zone. Currently, large day care uses are prohibited in the IX-S Zone. The applicant is applying on behalf of the owner of 509 2nd Avenue S, which is in the IX-S zone. If approved, the applicant intends on locating their day care facility at this location. Furthermore, the text amendment would apply to all properties in the IX-S zone, not just the property of interest for the applicant.

The Planning and Zoning Commission reviewed the request at their January 27, 2026 meeting and held a public hearing. The consensus of the commission during their discussion was that opportunities for additional day cares are needed and the IX-S zone is appropriate for these facilities. Following discussion, the Planning & Zoning Commission voted unanimously recommending approval.

In the Hopkins Development Code, day cares have the following definition, which is further categorized into adult day, small day care and large day care (see a through c below):

102-540 (d) DAY CARE

(1) Description. The day care use category includes establishments licensed by the state that provide nonmedical care to children or aged, infirm, or disabled adults for only part of a day, typically during normal working hours. Examples include adult day care centers, group family day care facilities, child care centers, and similar use types.

a. Adult Day Care. A state-licensed center-based facility that provides adult day services to adults who have functional impairments on a regular basis for periods of fewer than 24 hours during the day in a setting that is not a residence.

b. Day Care, Small. A state-licensed day care facility serving 12 or fewer persons or a group family day care facility licensed under Minnesota Rules, parts 9502.0315 to 9502.0445 to serve 14 or fewer children.

c. Day Care, Large. All day care uses that do not meet the definition of a small day care or adult day care.

**Existing Zoning**

The IX-S zone is intended for regional-scale nodes, where office, research and development, and low-impact production and manufacturing with limited external impacts in an environment accessible via motor vehicle and walking. The location of IX-S-zoned property is included as a map attachment.

*Permitted Uses allowed in IX-S:* Adult-Oriented Business, Animal Boarding, Consumer Service, Adult Day Care, Large Entertainment Venue, Lodging, Office, Artisan Manufacturing, Limited Manufacturing, Urban Farm, Warehousing and Distribution, Cultural Facility, Community Garden, Parks and Open Space, Minor Utilities and Services, Cannabis Cultivation, Cannabis Product Manufacturing, Cannabis Wholesale & Transportation.

*Uses allowed Conditionally in IX-S:* Vehicle Sales & Service, Major Utilities and Services.

Day Cares were not established as an allowed use in the IX-S zone as part of the 2022 Zoning update, primarily because the preceding zones encompassing these areas did not allow day cares. This area was largely zoned either Industrial or Business Park. This practice is consistent with the historical zoning practice of restricting day cares in industrial areas out of a perceived incompatibility of the two uses.

*Where Large Day Cares are allowed (See attached Map):*

Conditionally allowed: NX1 & NX2

Allowed only within 25% of the building's area: RX-TOD, RX-D, RX-N, & IX-TOD

Allowed in unlimited area: MX-TOD, MX-N, & MX-S

Allowed only in upper stories: MX-D

### **Assessment of Need**

Access to quality affordable childcare is a necessity for many Hopkins families. Furthermore, childcare is essential to the economic environment of the community as it allows for parents to remain in the workforce. Per the most recent American Community Survey Hopkins has a population of 1,537 under the age of five (out of a total of 18,696 residents). Per Minnesota Department of Human Services' records Hopkins has a licensed capacity of a total of 683 among the 15 active licensed facilities (Family Day Care, and Day Care Centers). Furthermore, per analysis from the University of Minnesota families in the Hopkins School District had an overall access index that ranked 298<sup>th</sup> out the 332 Districts (See <https://childcareaccess.org/>). This analysis studied quantity, cost, and quality. While quantity and quality ranked relatively high, cost was near the bottom. Accordingly, staff believes increasing the supply of day care facilities will positively impact these conditions. The City can influence said supply by expanding eligible areas for facilities.

### **Amendment Options**

As noted, the proposed text amendment would allow large day cares as a permitted use in the IX-S Zone. Staff finds it appropriate to have large day cares in the zone without additional stipulations as it is in other zones (i.e. restricting to a 25% of floor area, or only in upper stories). Further, day care facilities must adhere to State requirements per their license, including provisions relating to internal floor area, outdoor activity area, and sinks and toilets all based on occupancy. The Development Code does address anticipated parking needs by requiring one vehicular stall per each six enrollees. The code does not provide stipulations for drop-off/pick-up

Should the City desire to review each new day care in this zone on a case-by-case basis, the use could be listed as a conditional use. Conditional uses require a conditional use permit, reviewed by the Planning and Zoning Commission with a final decision by City Council. In the conditional use permit application process, the applicant would have to demonstrate the proposal met the general condition use requirements (Compliance with the Comprehensive Plan, Compliance with applicable code provisions, and that the use is not determinate to the surroundings) as well as any specific conditions for large day cares.

Staff believes that it is appropriate to list the use as a permitted use in the zone. Generally, day care have similar characteristics to office or service uses, which are prevalent in the IX-S zone.

**Review Criteria:**

Staff finds that the proposed development code amendment meets the criteria for approval. In making decisions about code amendments, the City must consider all relevant factors, including at least the following criteria:

1. Whether the proposed zoning text amendment is in conformity with the comprehensive plan

The Comprehensive Plan identifies areas within the IX-S zone primarily within the Commerce and Employment future land use category. The Commerce and Employment District area is envisioned as being contemporary auto-oriented development supporting regional and interstate commerce. Uses expected in commerce and employment corridors include a mix of commercial, office, service, medical, research and technology facilities. Secondary uses may include retail and office/showroom uses. A characteristic of the commerce and employment district is high visibility and excellent vehicle access.

The vision of the IX-S Zone is for regional-scale nodes, where office, research and development, and low-impact production and manufacturing with limited external impacts in an environment accessible via motor vehicle and walking.

While day cares are not an office or light-industrial use, staff finds the service nature of day cares to be complementary to and supportive of those uses. In general, the characteristics of day cares are not incompatible with those of office or light industrial in terms of vehicular traffic, parking demand, or other external impacts.

Additionally, Staff finds that the proposal furthers goals of the Plan to maintain and diversify the City’s strong employment base, and to create and develop mixed use centers and districts throughout the city, to support livability and community vitality

Staff finds that this criterion is met.

2. Whether the proposed zoning map amendment corrects an error or inconsistency or will help meet the challenge of a changed or changing condition.

Staff finds that there is a need for additional daycare facilities in the city, and the need is expected to persist given a projected population increase. The code amendment provides the opportunity for additional facilities by expanding the areas eligible for day care facilities. Accordingly, staff finds that this criterion is met.

### **Community Input and Engagement:**

- No community members commented on this item as of the writing of this report.
- No community members spoke during the Planning and Zoning Commission's public hearing on January 27, 2026.
- Staff will provide an update to the Planning and Zoning Commission on all public comments received during the public hearing.

#### *Engagement Activities:*

- January 27, 2026 Planning and Zoning Commission public hearing.
- Published notice of this public hearing in the City's official paper.

### **Alternatives:**

Zoning Text Amendments are considered legislative action. The City has a wide degree of discretion in creating legislation, but it must be reasonable and promote public health, safety, and/or general welfare.

The City Council could consider the following alternatives:

- Recommend modifications the proposal – such as added stipulations for large day cares in the IX-S zone.
- Recommend denial of the proposal.

### **NEXT STEPS**

If approved for a first reading, the required second reading of the Ordinance will be scheduled for the February 17 regular City Council meeting. Publication of the ordinance amendment in the City's official paper is required to make the changes effective.

**CITY OF HOPKINS  
HENNEPIN COUNTY, MINNESOTA**

**ORDINANCE NO. 2026-1233**

**AN ORDINANCE AMENDING THE HOPKINS DEVELOPMENT CODE ALLOWING  
LARGE DAY CARES AS A PERMITTED USE IN THE IX-S ZONE**

**SECTION 2.** Article 5, Section 102-510 (a), Table 5-1 is hereby amended by adding the double-underlined language, as follows:

	ZONES																Reference		
	MX-TOD	MX-D	MX-N	MX-S	RX-TOD	RX-D	RX-N	IX-TOD	I-TOD	IX-S	I1	M1, N2	N3-A	N3-B	NX1	NX2		P1	P2
<b>RESIDENTIAL</b>																	<a href="#">102-530</a>		
Household Living, 1 unit	●	●	●	●	●	●	●	-	-	-	-	●	●	●	●	●	-	-	
Household Living, 2 units	●	●	●	●	●	●	●	-	-	-	-	-	●	●	●	●	-	-	
Household Living, 3–4 units	●	●	●	●	●	●	●	-	-	-	-	-	-	-	●	●	-	-	
Household Living, 5+ units	●	●	●	●	●	●	●	-	-	-	-	-	-	-	-	●	-	-	
Manufactured Home Park	-	-	-	-	-	-	-	-	-	-	-	-	○	○	○	○	-	-	
Group Living (except as below)	●	●	●	●	●	●	●	-	-	-	-	-	-	-	○	○	-	-	
Residential Facility, Small	●	●	●	●	●	●	●	-	-	-	-	●	●	●	●	●	-	-	<a href="#">102-580 (h)</a>
Residential Facility, Large	○	○	○	○	○	○	○	-	-	-	-	-	-	-	○	○	-	-	<a href="#">102-580 (h)</a>
<b>COMMERCIAL</b>																	<a href="#">102-540</a>		
Adult-Oriented Business	-	-	-	●	-	-	-	-	-	●	●	-	-	-	-	-	-	-	
Animal Boarding	-	-	-	-	-	-	-	●	●	●	●	-	-	-	-	-	-	-	
Consumer Service	●	●	●	●	●	●	●	●	●	●	●	-	-	-	-	-	-	○	
Day Care, Adult	●	●	●	●	●	●	●	●	●	●	-	-	-	-	○	○	-	●	
Day Care, Small	●	●	●	●	●	●	●	●	-	-	-	●	●	●	●	●	-	-	
Day Care, Large	●	●	●	●	●	●	●	●	-	<u>●</u>	-	-	-	-	○	○	-	-	
Entertainment Venue, Large	-	-	-	●	-	●	-	●	-	●	-	-	-	-	-	-	○	●	
Funeral & Mortuary Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Lodging (except as below)	●	●	●	●	●	●	●	-	-	●	-	-	-	-	-	-	-	-	
Short-Term Rental	●	●	●	●	●	●	●	-	-	-	-	○	○	○	○	○	-	-	<a href="#">102-580 (h)</a>
Office	●	●	●	●	●	●	●	●	●	●	●	-	-	-	-	-	-	-	<a href="#">102-580 (d)</a>
Personal Credit Establishment	○	-	-	○	-	-	-	-	-	-	-	-	-	-	-	-	-	-	<a href="#">102-580 (g)</a>
Retail & Entertainment (except as below)	●	●	●	●	●	●	●	●	-	-	-	-	-	-	-	-	-	○	
Brewpub	-	●	●	●	-	●	●	-	-	-	-	-	-	-	-	-	-	-	<a href="#">102-580 (a)</a>

Firearms Sales Establishment	-	-	-	○	-	-	-	-	-	-	-	-	-	-	-	-	-	-	102-580 (b)
Liquor Sales, Off-Sale	●	●	●	●	◐	◐	◐	◐	-	-	-	-	-	-	-	-	-	-	102-580 (e)
Tobacco Sales Establishment	●	●	●	●	◐	◐	◐	◐	-	-	-	-	-	-	-	-	-	-	102-580 (i)
Self-Service Storage	-	-	-	-	-	-	-	○	-	-	○	-	-	-	-	-	-	-	102-580 (l)
Vehicle Sales & Service (except as below)	-	-	-	○	-	-	-	-	○	○	○	-	-	-	-	-	-	-	102-580 (n)
Major Vehicle Repair & Maintenance	-	-	-	-	-	-	-	-	○	○	○	-	-	-	-	-	-	-	102-580 (n)
MANUFACTURING & INDUSTRY																		102-550	
Manufacturing, Artisan	●	●	●	●	◐	◐	◐	◐	●	●	●	●	-	-	-	-	-	-	
Manufacturing, Limited	-	-	-	-	-	-	-	●	●	●	●	-	-	-	-	-	-	-	
High-Impact Industry	-	-	-	-	-	-	-	-	-	-	●	-	-	-	-	-	-	-	
Urban Farm	-	-	-	-	-	-	-	●	●	●	●	-	-	-	-	-	●	-	102-580 (l)
Warehousing & Distribution	-	-	-	-	-	-	-	-	●	●	●	-	-	-	-	-	-	-	
CIVIC & INSTITUTIONAL																		102-560	
College	◐	◐	◐	◐	●	●	●	●	-	-	-	-	-	-	-	-	-	●	
Community Assembly	◐	◐	◐	◐	●	●	●	-	-	-	-	-	-	-	-	-	-	○	
Cultural Facility	●	●	●	●	●	●	●	●	●	●	-	-	-	-	-	-	●	●	
Community Garden	●	-	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	102-580 (c)
Detention or Correctional Facility	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	○	
Hospital	-	-	-	-	○	○	-	-	-	-	-	-	-	-	-	-	-	●	
Parks and Open Space	-	-	●	●	●	●	●	●	●	●	●	○	-	-	-	-	●	●	102-580 (f)
School	◐	◐	◐	◐	●	●	●	-	-	-	-	-	-	-	-	-	-	○	
Utilities & Services, Minor	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	102-580 (m)
Utilities & Services, Major	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	102-580 (m)
OTHER																		102-570	
Wireless Communication Facility																		102-580 (o)	
Tower	-	-	-	-	-	-	-	-	-	-	○	-	-	-	-	-	-	-	102-580 (o)
Cannabis Businesses																			
Cannabis & Hemp Retail	●	●	●	●	◐	◐	◐	◐	-	-	-	-	-	-	-	-	-	-	102-580 (p)
Cannabis Cultivation, Small-scale	●	●	●	●	◐	◐	◐	●	●	●	●	-	-	-	-	-	-	-	102-580 (p)
Cannabis Cultivation, Large-scale	-	-	-	-	-	-	-	●	●	●	●	-	-	-	-	-	-	-	102-580 (p)
Cannabis & Hemp Product Manufacturing, Small-scale	●	●	●	●	◐	◐	◐	●	●	●	●	-	-	-	-	-	-	-	102-580 (p)
Cannabis & Hemp Product Manufacturing, Large-scale	-	-	-	-	-	-	-	●	●	●	●	-	-	-	-	-	-	-	102-580 (p)
Cannabis Wholesale & Transportation	-	-	-	-	-	-	-	-	●	●	●	-	-	-	-	-	-	-	
<b>KEY:</b> ●= Permitted ◐= Permitted in Upper Stories Only ◑= Limited to No More than 25% of Building Area ◒= Limited on first floor to buildings on the interior of a block see 102-580 (d) ○= Requires Conditional Use Approval - = Prohibited																			

**SECTION 3.** In accordance with Section 3.03 of the City Charter and Minn. Stat. § 412.191, subd. 4, due to the significant length of this Ordinance, City staff shall have the

following summary printed in the official City newspaper in lieu of the complete ordinance:

On December 16, 2025, the Hopkins City Council adopted Ordinance 2026-1233 that amends Chapter 10, Article XVIII of the Hopkins City Code to allow day care uses as a permitted use in the IX-S zone.

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

**SECTION 5. EFFECTIVE DATE.** The effective date of this ordinance shall be the date of publication.

First Reading:	February 2, 2026
Second Reading:	February 17, 2026
Date of Publication:	February 26, 2026
Date Ordinance Takes Effect:	February 26, 2026

By:

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

ATTEST:

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

**CITY OF HOPKINS  
HENNEPIN COUNTY, MINNESOTA**

**RESOLUTION 2026-005**

**A RESOLUTION APPROVING A FIRST READING OF ORDINANCE 2026-1233 AMENDING  
THE HOPKINS DEVELOPMENT CODE ALLOWING LARGE DAY CARES AS A PERMITTED  
USE IN THE IX-S ZONE**

**WHEREAS**, the Hopkins Development Code is intended to establish the development standards to implement the community vision and enact the vision, goals and policies of the 2040 Comprehensive Plan – Cultivate Hopkins (“the Plan”); and

**WHEREAS**, the Plan’s Land Use Section states goals to maintain and diversify the City’s strong employment base, and to create and develop mixed use centers and districts throughout the city, to support livability and community vitality; and

**WHEREAS**, The Plan’s Land Use section also designates certain portions of the City as have a future land use designation of Commerce and Employment District; and

**WHEREAS**, The Commerce and Employment District area is envisioned as being contemporary auto-oriented development supporting regional and interstate commerce. Uses expected in commerce and employment corridors include a mix of commercial, office, service, medical, research and technology facilities; and

**WHEREAS**, The Hopkins Development Code establishes the IX-S, Employment Mix Suburban Center zoning designation within portions of the Commerce and Employment District; and

**WHEREAS**, the vision of the IX-S Zone is for regional-scale nodes, where office, research and development, and low-impact production and manufacturing with limited external impacts in an environment accessible via motor vehicle and walking; and

**WHEREAS**, Mariela Pineda (“the Applicant”), on behalf of Creek Valley Properties LLC, owner of 509 2nd Avenue N, proposes a Development Code Text amendment to allow, as a permitted use, large day cares in the IX-S, Employment Mix Suburban Center zone; and

**WHEREAS**, the procedural history of the Development Code Text Amendment is as follows:

1. That the above stated Development Code Text Amendment was initiated by the Application and deemed complete on December 26, 2025; and,
2. That the Hopkins Planning & Zoning Commission, pursuant to published notice, held a public hearing on the application and reviewed such application on January 27, 2026 and all persons present were given an opportunity to be heard; and,
3. That written comments and analysis of City staff were considered; and,
4. The Planning and Zoning Commission approved a resolution recommending that the City

Council approve the proposed development code amendment; and

**WHEREAS**, staff recommended approval of the proposed development code amendment based on the analysis provided in the City Council Report 2026-012 dated February 2, 2026.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hopkins hereby approves first reading of Ordinance 2026-1233 amending the Hopkins Development Code allowing, as a permitted use, large day cares, in the IX-S, Employment Mix Suburban Center zone, based on the following findings of fact:

1. The requested development code amendment meets the following review criteria for text amendments:
  - a. The proposed zoning text amendment is in conformity with the comprehensive plan
    - The Comprehensive Plan identifies areas within the IX-S zone primarily within the Commerce and Employment future land use category. The Commerce and Employment District area is envisioned as being contemporary auto-oriented development supporting regional and interstate commerce. Uses expected in commerce and employment corridors include a mix of commercial, office, service, medical, research and technology facilities. Secondary uses may include retail and office/showroom uses. A characteristic of the commerce and employment district is high visibility and excellent vehicle access.
    - The vision of the IX-S Zone is for regional-scale nodes, where office, research and development, and low-impact production and manufacturing with limited external impacts in an environment accessible via motor vehicle and walking.
    - While day cares are not an office or light-industrial use, staff finds the service nature of day cares to be complementary to and supportive of those uses. In general, the characteristics of day cares are not incompatible with those of office or light industrial in terms of vehicular traffic, parking demand, or other external impacts.
  - b. The proposed zoning map amendment corrects an error or inconsistency or will help meet the challenge of a changed or changing condition.
    - There is a need for additional daycare facilities in the City, and the need is expected to persist given a projected population increase. The Development Code amendment provides the opportunity for additional facilities by expanding the areas eligible for day care uses.

Adopted by the City Council of the City of Hopkins this 2nd day of February, 2026.

By: \_\_\_\_\_

Patrick Hanlon, Mayor

ATTEST:

\_\_\_\_\_

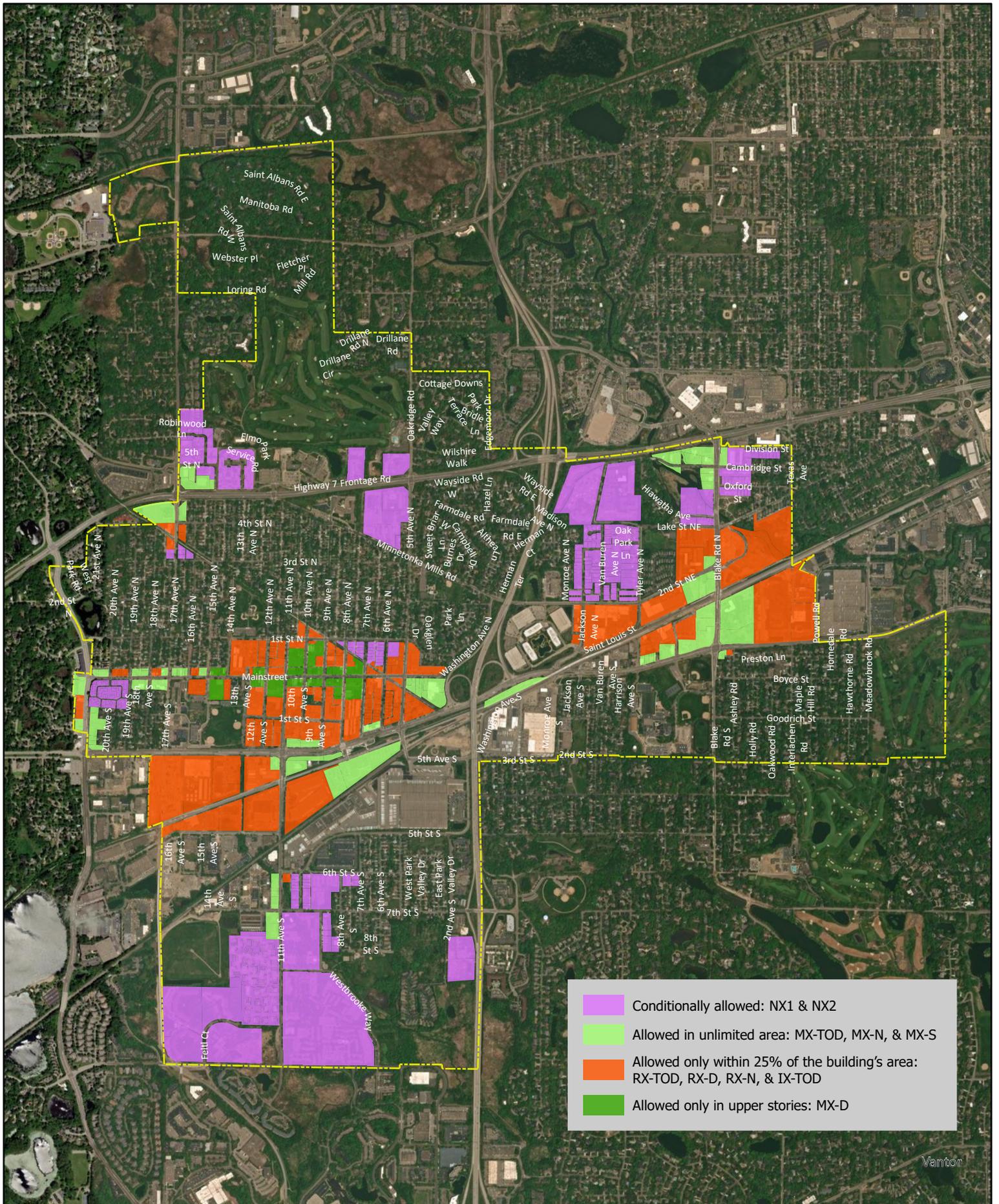
Amy Domeier, City Clerk



# Day Care Zoning Amendment

1/22/2026





- Conditionally allowed: NX1 & NX2
- Allowed in unlimited area: MX-TOD, MX-N, & MX-S
- Allowed only within 25% of the building's area: RX-TOD, RX-D, RX-N, & IX-TOD
- Allowed only in upper stories: MX-D

Vantor

# Day Care Zoning Amendment

1/20/2026

