WACONIA CITY COUNCIL MEETING AGENDA

Monday, April 17, 2023
6:00 PM

VISION STATEMENT
A thriving, connected community with deep roots: a great place to live for a lifetime.

MISSION STATEMENT
A city that leads, serves, and governs to enhance the quality of life for all community members.

MAYOR:	NICOLE WALDRON
COUNCIL MEMBER :	RANDY SORENSEN
COUNCIL MEMBER:	STEVE YETZER
COUNCIL MEMBER:	NICK GLEASON
COUNCIL MEMBER:	JEFF GRENGS

NOTE: TO ENSURE THAT YOU ARE PRESENT FOR ITEMS OF INTEREST, PLEASE BE PRESENT AT 6:00 P.M.

Those with items on the agenda should reach out to their staff contact. Others who wish to participate in the meeting, please contact the City Administrator at 952-442-3100 or sfineran@waconia.org to make certain that you are called upon during the meeting.

1. CALL MEETING TO ORDER AND ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. ADOPT AGENDA

4. VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE Lynn Fredrickson - Senior Center Director
Waconia Area Pickleballers

5. ADOPT CONSENT AGENDA

The items listed on the Consent Agenda are considered routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a Councilmember, City Staff, or Citizen so requests; in which case, the item will be removed from the Consent Agenda and considered at the end of the Regular Agenda.

1) April 3, 2023 City Council Meeting Minutes
   Approve April 3, 2023 City Council Meeting Minutes
2) April 17, 2023 Expenditures
   Payment of April 17, 2023 Expenditures
3) Contractor Pay Request #7 - New Fire Station
   Motion to Approve Contractor Payment Request for the New Fire Station Project
4) Rink Management Services Corporation Safari Island Community Center Expenditures Incurred March 2023

Motion to Approve Rink Management Corporation Expenditures for Safari Island Community Center Incurred in March 2023

5) Rink Management Services Corporation Waconia Ice Arena Expenditures Incurred March 2023
Motion to Approve Rink Management Corporation Expenditures for Waconia Ice Arena Incurred in March 2023
6) Track Flooring Replacement - Safari Island Community Center
Adopt Resolution No. 2023-88, Approving Capital Project at the Safari Island Community Center to Replace Track Flooring
7) Donation Acceptance & Pass Thru Recommendation - Cash Donation for Fire Safety & Prevention Efforts
Adopt Resolution 2023-93, Accepting Cash Donations for Fire Safety and Prevention Efforts and Approving Pass Thru to the National Fire Safety Council
8) Shed Removal
Adopt Resolution 2023-94, Approve Henning Excavation Quote
9) National Opioid Settlement
Adopt Resolution 2023-95
10) Resignation of Park Maintenance Worker and Authorization of Recruitment
Adopt Resolution 2023-96, Accepting Resignation of Park Maintenance Worker and Authorizing Recruitment for Position.
11) Authorize Hire for Maintenance Supervisor - Parks
Adopt Resolution 2023-97 Approving Hire for Maintenance Supervisor - Parks.
12) Authorize Approval of Sale or Disposal of Surplus Equipment
Adopt Resolution 2023-98, Authorize Approval of Sale or Disposal of Surplus Equipment
13) Special Event Permit - Tour De Tonka
Adopt Resolution 2023-99, Approving Special Event Permit for Tour de Tonka
14) Special Event Permit - Walk on Waconia
Adopt Resolution 2023-100, Approving Special Event Permit for Walk on Waconia
15) 2023 Dock Slip Lease for Fire Department Boat
Adopt Resolution No. 2023-103, Authorizing 2023 Dock Slip Lease for the Fire Department Boat with In Towne Marina, LLC
16) Minnesota State Fire Marshall's Division washer/extractor grant.
Adopt Resolution 2023-104, Approving submission of grant application.

6. COUNCIL BUSINESS

1) Arbor Day Proclamation
Read Arbor Day proclamation into the record.
2) Pre-Sale Report & Review of $5,085,000 General Obligation Bonds, Series 2023A â€“ 2023 Infrastructure Improvement Projects & Equipment Replacement
Adopt Resolution 2023-101, Providing for the Sale of $5,085,000 General Obligation Bonds, Series 2023A - 2023 Infrastructure Improvement Projects & Equipment Replacement
3) Award 2023 Downtown Improvement Project
Adopt Resolution 2023-102; Authorizing Approval of Construction Contract With GMH Asphalt Corporation For The 2023 Improvement Project At The Cost of $2,720,586.31 And Staff Acquisitions for Lighting, Wayfinding, And Project Trailer At The Cost of $682,156.00

7. ITEMS REMOVED FROM CONSENT AGENDA

8. STAFF REPORTS

9. BOARD REPORTS

1) Councilmember Sorensen
2) Councilmember Yetzer

3) Councilmember Gleason
4) Councilmember Grengs
5) Mayor Waldron

10. ANNOUNCEMENTS

11. ADJOURN REGULAR MEETING ....OFFICE OF THE CITY ADMINISTRATOR

Shane Fineran

Work Session: 2022 Year End Financial Review
2023 Q1 Budget to Actual Review

UPCOMING CALENDAR OF EVENTS/MEETINGS:

Park Board - April 20 - 6:30 p.m Arbor Day Planting at Brook Peterson Park & Trail clean-up
City Council - May 1st at 6:00 p.m.
Planning Commission - May 4 at 6:30 p.m.

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 17, 2023				
Item Name:	April 3, 2023 City Council Meeting Minutes				
Originating Department:	Administration				
Presented by:	Ann Meyerhoff				
Previous Council Action (if any):					
Item Type (X only one):	Consent	X	Regular Session		Discussion Session

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Approve April 3, 2023 City Council Meeting Minutes

EXPLANATION OF AGENDA ITEM *(Include a description of background, benefits, and recommendations.)*

Attachments:

1. Minutes 4-3-2023.pdf

FINANCIAL IMPLICATIONS:
Funding Sources & Uses:

Budget Information:
_________Budgeted
_________Non Budgeted
_________Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Planning Commission	
Parks and Recreation Board	
Safari Island Advisory Board	
Other	

CITY OF WACONIA
April 3, 2023

1) CALL MEETING TO ORDER AND ROLL CALL

Pursuant to due call and notice thereof, the regular meeting of the City Council of the City of Waconia was called to order by Mayor Waldron at 6:00 p.m. The following members were present: Nicole Waldron, Randy Sorensen, Steve Yetzer, Nick Gleason, Jeff Grengs

Staff Present: Shane Fineran, Jackie Schulze, Lane Braaten, Nicole Meyer, Craig Eldred, Justin Sorensen, Mike Dressel, Ann Meyerhoff.

2) PLEDGE OF ALLEGIANCE

3) ADOPT AGENDA

Item Number 12 was removed from the Consent Agenda.

Motion by Sorensen, seconded by Gleason 3) ADOPT AGENDA
MOTION carried

4) VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE

Chief Sorensen recognized Adam Weiland for his 31 years of service with the Waconia Fire Department and wished him well in his retirement.

5) ADOPT CONSENT AGENDA

5.1 March 20, 2023 Regular City Council Meeting Minutes

Cover Page

Minutes 3-20-2023.pdf

5.2 April 3, 2023 Expenditures

Cover Page

Council List-Expenditures 04.03.2023.pdf

5.3 Application for Exempt Permit Waconia Band Boosters

Cover Page

2380res waconia band boosters raffle.doc

5.4 Donation Acceptance - Cash Donations for Operations of the Fire Department

Cover Page

2381Res_Donations_Received_Fire_04.03.23.doc

5.5 Donation Acceptance & Pass Thru Recommendation - Waconia Fire Relief Association

Cover Page

2382res Gambling_Donation_Resolution.doc

5.6 Donation Acceptance & Pass Thru Recommendation - Cash Donation for Fire Safety & Prevention Efforts

Cover Page

2383Res_Donations_Received_Fire_04.03.23_National_Fire_Safety.doc

5.7 Approve Execution Request Lift Pump Repair

Cover Page

2384res_Resolution_Lift_Station_Pump_Repair_L52.doc

QT# 184319 CITY OF WACONIA Quote for L52 NP3301 Basic Rebuild.pdf

5.8 Approve Compost Agreement

Cover Page

2385res_Compost_Agreement_Execution.doc

SMSC Compost Quote.pdf

5.9 Approve Public Services Study Proposal

Cover Page

2358Res_Proposal_of_Fee_and_Scope_for_PS_Study_March.doc

Waconia Public Services Building - Scope and Fee.pdf

AVCMF_Report_112119R.pdf

5.10 Facade Improvement Grant - 121 Main Street Exchange

Cover Page

2386res Facade Improvement Grant.docx

Main St Exchange Facade Grant App REDACTED.pdf

5.11 Donation Acceptance - Cash Donations for Adaptive Playground Equipment

Cover Page

2387res Donations_Received_Donations_for_Playground_04.03.23_Res.doc

5.12 Track Flooring Replacement - Safari Island Community Center

Cover Page

2388res SI_Project_Approval_Track_Flooring_Res_final.docx

Becker Arena Products Proposal.pdf

Safari Island_Track Pad and Pour V3.pdf

Kiefer USA Proposal - 20230221 - Waconia Track.pdf

5.13 Consent to Ridgeview Medical Center Loan

Cover Page

2392res City_of_Waconia_Resolution_Approving_2023_RMC_Loans__Draft_03-27-2023_.docx

Motion by Yetzer, seconded by Grengs 5) ADOPT CONSENT AGENDA
MOTION carried

6) COUNCIL BUSINESS

6.1 New Firefighter Oath and Badge Pinning

Cover Page

Chief Sorensen introduced Devin Noeldner as the Assistant Chief in charge of training. Mayor Waldron did the swearing in of the new Chief.

6.2 Special Event Permit - Lola's 10 Mile & 5K

Cover Page

2389res_Special_Event_Permit_-_Lolas_.doc

City of Waconia_Special Event Permit Application_Lola's 2023_Signed.pdf

Lola's 2023 Lake St.pdf

Shane Fineran introduced Mike Cofrin, with Podium Sports Marketing who has submitted an application for a Special Event Permit for a 10 mile and 5K run within the community known as Lola's Ten Mile & 5K race. Cofrin stated that this event has been held in years prior and utilized portions of Main Street which will be closed due to construction. Dropped from this years event is the half marathon distance in the race format. Several alternative routes have been reviewed and proposed.

The stated goal is to utilize a route that mirrors previous years events, has a common start and end location, being city Square Park, and the proximity to downtown and Lola's Lakehouse restaurant. He presented a route proposal that utilizes a portion of Lake Street for the race route that will be closed to parking but allows for traffic on the street. Traffic will be controlled using DOT flaggers to keep traffic flowing around the marina.

Council Member Gleason, asked if they will advertise in the patriot with the routes and restrictions and will the flaggers be there the entire time? Cofrin responded yes to both questions.

Council Member Sorensen commented that utilizing the northside would be less of an inconvenience for the residents.

Cofrin responded that he sees the southside as a better choice, but is ok with either way.

Council Member Yetzer asked if they are shutting the road down? Cofrin replies that the road would not be shut down and that is why they have the flaggers to let vehicles know when they can go through.

Motion by Yetzer, seconded by Gleason Adopt Resolution 2023-89, Approving Special Event Permit for Lola's 10 mile and 5K race
MOTION carried

6.3 Support for Local Housing & Land Use Regulation

Cover Page

2390res__Zoning_Authority.docx

Shane Fineran informed Council that in recent state legislative sessions, including the current session, legislation has been introduced which would preempt city zoing authority. These bills include language which preempts local zoning authority by limiting planned unit development (PUD) and prohibiting zoning regulations relating to area, square footage, and materials standards.

The City of Waconia is committed to promoting development at all levels of the housing continuum. Although proponents of the proposed legislation clam that it is meant to increase opportunities for affordable housing limitations on the us of planned unity developments may work counter to affordability by limiting flexibility for housing variation in development.

Mandating broad policies on all Minnesota cities removes the ability for communities like Waconia to respond to locally identified priorities. The proposed resolution contends that individual communities are in the best position to address local needs.

Mayor Waldron and Council Member Sorensen agree that the city needs to keep local control.

Motion by Grengs, seconded by Yetzer Adopt Resolution 2023-90, supporting local decision-making authority as related to housing choice.
MOTION carried

6.4 Support for Local Control in Adult-Use Cannabis Legislation

Cover Page

2391__Local_Control_Cannabis_Legislation.docx

League of MN Cities - City Issue Fact Sheet Cannabis.pdf

Jackie Schulze explained that a bill legalizing the adult use of cannabis products is currently moving through the legislative process in the Minnesota Legislature. Currently there are significant differences between the House and Senate versions of the bills surrounding local control. Both versions of the bills, however, place significant limits on local control. If the Legislature is going to pass a bill legalizing cannabis, the city would ask that the following be included in the bill:

- Allow cities the ability to opt-out from authorizing the retail sale of these products
- Require cannabis businesses in cities to comply with zoning and land use ordinances
- Gives cities ability to reasonably limit the number of retailers within the community
- Allow cities to maintain the authority for local licenses for cannabinoid product retails and any future adult use cannabis retailers
- Allow cities to have reasonable taxing authority or revenue sharing in recognition that the cost burden of enforcement for cannabinoid products and any future legalized adult use cannabis falls primarily on local governments

The resolution would signify the City's support for local control regarding legalized adult use cannabis sales within the community. If adopted, the resolution would be sent to our local legislators as well as the League of Minnesota Cities.

Council Member Yetzer shared his support but would like to see this topic in a work session to make sure we as a city are ahead of the game.

Motion by Yetzer, seconded by Sorensen Adopt Resolution 2023-91, Supporting Local Control in Adult-Use Cannabis Legislation
MOTION carried

7) ITEMS REMOVED FROM CONSENT AGENDA

8) STAFF REPORTS

Chief Sorensen gave an overview of the 2022 Annual Fire Report.

Sargent Stahn presented the March call report.

9) BOARD REPORTS

10) ANNOUNCEMENTS

11) ADJOURN REGULAR MEETING

Motion by Sorensen, seconded by Yetzer 11) ADJOURN at 7:13 p.m.
MOTION carried

Work Session:

UPCOMING CALENDAR OF EVENTS/MEETINGS:

____
Nicole Waldron, Mayor

ATTEST: ________________________________

Ann Meyerhoff, Office Assistant

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 17, 2023				
Item Name:	April 17, 2023 Expenditures				
Originating Department:	Finance				
Presented by:	Nicole Meyer				
Previous Council Action (if any):					
Item Type (X only one):	Consent	X	Regular Session		Discussion Session

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Payment of April 17, 2023 Expenditures

EXPLANATION OF AGENDA ITEM *(Include a description of background, benefits, and recommendations.)*

Attached is the claim and disbursements registers for the City of Waconia as of April 17, 2023. Payments are made to vendors via check, electric payment, and through the City's purchasing card program.

Attachments:

FINANCIAL IMPLICATIONS:

Funding Sources & Uses:

Budget Information:

________ Budgeted

________ Non Budgeted

________ Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Planning Commission	
Parks and Recreation Board	
Safari Island Advisory Board	
Other	

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 17, 2023
Item Name:	Contractor Pay Request #7 - New Fire Station
Originating Department:	Finance
Presented by:	Amanda Ortloff
Previous Council Action (if any):	

Item Type (X only one):	Consent	X	Regular Session		Discussion Session	

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Motion to Approve Contractor Payment Request for the New Fire Station Project

EXPLANATION OF AGENDA ITEM *(Include a description of background, benefits, and recommendations.)*

Kraus-Anderson Construction Co. has reviewed the contractor pay request #7 for the new fire station project. The contractors requesting payment are as follows:

Wells Concrete Products Company $6,723.62
Kendell Doors & Hardware, Inc. $116,801.62
Superset Tile & Stone, LLC. $8,645.00
MCI Inc. $6,651.23
Wasche Commercial Finishes, Inc. $1,757.50
Sentra-Sota Sheet Metal, Inc. $7,790.00
Electrical Production Services, Inc. $19,142.50
Parker Contracting, LLC $53,988.42

The total amount of the contractor payments for this request is $221,499.89. Retainage remains due for each contractor until the project is complete and upon review of liquidated damages.

Attachments:

FINANCIAL IMPLICATIONS:
Funding Sources & Uses:
PIR Fund

Budget Information:
X Budgeted
___ Non Budgeted
___ Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Planning Commission	
Parks and Recreation Board	
Safari Island Advisory Board	
Other	

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 17, 2023
Item Name:	Rink Management Services Corporation Safari Island Community Center Expenditures Incurred March 2023
Originating Department:	Finance
Presented by:	Amanda Ortloff
Previous Council Action (if any):	

Item Type (X only one):	Consent	X	Regular Session		Discussion Session	

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Motion to Approve Rink Management Corporation Expenditures for Safari Island Community Center Incurred in March 2023

EXPLANATION OF AGENDA ITEM *(Include a description of background, benefits, and recommendations.)*

Rink Management Services Corporation has provided the attached report for expenditures paid in March 2023. Per the City's contract with Rink Management, these expenditures are paid by Rink Management for the City's operation of the Safari Island Community Center.

Attachments:

FINANCIAL IMPLICATIONS:
Funding Sources & Uses:
Safari Island Fund (231)

Budget Information:
X Budgeted
Non Budgeted
Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Planning Commission	
Parks and Recreation Board	
Safari Island Advisory Board	
Other	

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 17, 2023
Item Name:	Rink Management Services Corporation Waconia Ice Arena Expenditures Incurred March 2023
Originating Department:	Finance
Presented by:	Amanda Ortloff
Previous Council Action (if any):	

Item Type (X only one):	Consent	X	Regular Session		Discussion Session	

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Motion to Approve Rink Management Corporation Expenditures for Waconia Ice Arena Incurred in March 2023

EXPLANATION OF AGENDA ITEM *(Include a description of background, benefits, and recommendations.)*

Rink Management Services Corporation has provided the attached report for expenditures paid in March 2023. Per the City's contract with Rink Management, these expenditures are paid by Rink Management for the City's operation of the Waconia Ice Arena.

Attachments:

FINANCIAL IMPLICATIONS:
Funding Sources & Uses:
Ice Arena Fund (678)

ADVISORY BOARD RECOMMENDATIONS:

Budget Information:
X Budgeted
____ Non Budgeted
____ Amendment Required

Planning Commission	
Parks and Recreation Board	
Safari Island Advisory Board	
Other	

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 17, 2023				
Item Name:	Track Flooring Replacement - Safari Island Community Center				
Originating Department:	Finance				
Presented by:	Nicole Meyer				
Previous Council Action (if any):					
Item Type (X only one):	Consent	X	Regular Session		Discussion Session

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Adopt Resolution No. 2023-88, Approving Capital Project at the Safari Island Community Center to Replace Track Flooring

EXPLANATION OF AGENDA ITEM *(Include a description of background, benefits, and recommendations.)*

As part of the 2023 capital improvement budget, the City budgeted for replacement of the track flooring at Safari Island Community Center. The total budgeted for the project based on quotes received during the budgeting process was $75,000. The current flooring on the track is the original flooring installed with construction of the facility.

Staff recently obtained three updated quotes for the project. The vendors and information for each quote are listed below:

- Sport Court Pad and Pour Surface – quote $74,172.10. This product has good cushion and will be easy to run a floor scrubber over it. Surface comes in a number of colors.
- Becker Reaction Flooring – quote $80,017.00. Product is mostly used in Ice Arenas as a flooring option for locker rooms. Never been done on a track surface anywhere before.
- Kiefer's Mondo Flooring – quote $93,550. Probably the most used and best product on the market.

Based on the quote received, staff is recommending using Sport Court Pad and Pour Surface for this project as it provided the lowest quote for the project. Staff has stated it is is a good product that is expected to last about 15 years.

With approval of the project by the City Council, staff will begin scheduling the project timeline with the vendor. Work is expected to be completed sometime this summer when customer traffic is lighter at the facility. Staff will also do a final review of the project with the facility team at ISD #110 as they are the lessor of the space being improved.

Attachments:

1. 2388res_SI_Project_Approval_Track_Flooring_Res_final.docx

FINANCIAL IMPLICATIONS:

Funding Sources & Uses:
PIR Capital Project Fund (103)

ADVISORY BOARD RECOMMENDATIONS:

Budget Information:

X Budgeted
___ Non Budgeted
___ Amendment Required

Planning Commission	
Parks and Recreation Board	
Safari Island Advisory Board	
Other	

CITY OF WACONIA
RESOLUTION NO. 2023-88

RESOLUTION APPROVING CAPITAL PROJECT AT THE SAFARI ISLAND COMMUNITY CENTER TO REPLACE TRACK FLOORING

WHEREAS, the approved 2023 capital improvement plan includes replacement of the track flooring at Safari Island Community Center; and

WHEREAS, the current flooring at the facility is the original flooring that was installed with construction of the facility; and

WHEREAS, the project and proposed improvement has been preliminary reviewed with the lessor of the facility; and

WHEREAS, quotes were solicited for the flooring project by staff; and

WHEREAS, three quote were provided by vendors as listed and attached:

- Sport Court Pad and Pour Surface – quote $74,172.10.
- Becker Reaction Flooring – quote $80,017.00
- Kiefer's Mondo Flooring – quote $93,550.00

WHEREAS, the lowest quote was provided by Sport Court Pad and Pour Surface with total project cost of $74,172.10; and

WHEREAS, staff is recommending approval of the project with Sport Court Pad and Pour Surface; and

WHEREAS, once approved City staff will work with the vendor to schedule work for the summer of 2023 when traffic is lighter at the facility.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Waconia hereby approves capital at the Safari Island Community Center to replace the track flooring with Sport Court Pad and Pour Surface.

Adopted by the City Council of the City of Waconia this 17th day of April, 2023.

____
Nicole Waldron, Mayor

ATTEST: ____________________________________
Jacqueline Schulze, City Clerk

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 17, 2023
Item Name:	Donation Acceptance & Pass Thru Recommendation - Cash Donation for Fire Safety & Prevention Efforts
Originating Department:	Finance
Presented by:	Nicole Meyer
Previous Council Action (if any):	

Item Type (X only one):	Consent	X	Regular Session		Discussion Session	

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Adopt Resolution 2023-93, Accepting Cash Donations for Fire Safety and Prevention Efforts and Approving Pass Thru to the National Fire Safety Council

EXPLANATION OF AGENDA ITEM *(Include a description of background, benefits, and recommendations.)*

The City of Waconia received several cash donations for fire safety and prevention efforts. The following parties donated to the City's fire department for these efforts:

Aloysius Symanietz - $100.00

Goose Lake Auto - $60.00
St. Joseph Catholic Church - $150.00
Parkside Church - $100.00
Waconia Vet Clinic - $70.00

With the Council's acceptance of these donations, staff will recognize the donation as revenue in the fire department's 2023 budget. The City works with the National Fire Safety Council for fire prevention materials and information. The donations received will be passed thru to them so they can assist the department in future efforts.

Attachments:

1. 2393Res_Donations_Received_Fire_04.17.23_National_Fire_Safety.doc

FINANCIAL IMPLICATIONS:
Funding Sources & Uses:
General Fund - Fire (101)

ADVISORY BOARD RECOMMENDATIONS:

Budget Information:
_____ Budgeted
__X__ Non Budgeted
_____ Amendment Required

Planning Commission	
Parks and Recreation Board	
Safari Island Advisory Board	
Other	

CITY OF WACONIA
RESOLUTION NO. 2023-93

RESOLUTION ACCEPTING CASH DONATIONS FOR FIRE SAFETY AND PREVENTION EFFORTS AND APPROVING PASS THRU TO THE NATIONAL FIRE SAFETY COUNCIL

WHEREAS, the City of Waconia is generally authorized to accept contributions of real and personal property pursuant to Minnesota Statutes Sections 412.21 and 465.03 for the benefit of its citizens and is specifically authorized to accept gifts and requests for the benefit of facilities, services and the development of programs to benefit residents pursuant to Minnesota Statutes Section 471.17; and

WHEREAS, the following persons and/or entities have offered to contribute the items set forth below to the City:

Name of Donor	Item	Value
Aloysius Symanietz	Cash Donation for Fire Safety/Prevention	$100.00
Goose Lake Auto	Cash Donation for Fire Safety/Prevention	$60.00
St. Joseph Catholic Church	Cash Donation for Fire Safety/Prevention	$150.00
Parkside Church	Cash Donation for Fire Safety/Prevention	$100.00
Waconia Vet Clinic	Cash Donation for Fire Safety/Prevention	$70.00

WHEREAS, these donations have been contributed for the benefit of residents within the City's corporate limits either alone or in cooperation with others, as allowed by law; and

WHEREAS, donations will be passed thru to the National Fire Safety Council for their efforts in providing the City with fire safety and prevention materials; and

WHEREAS, the City Council hereby finds that it is appropriate to accept the contributions offered.

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

1. The contribution described above is hereby accepted and acknowledged with gratitude.

2. Said contribution shall be used for the designated purposes.

3. That the Finance Director is hereby directed to issue receipts to the donor acknowledging the City's receipt of the donor's contribution.

Adopted by the City Council of the City of Waconia this 17th day of April, 2023.

____
Nicole Waldron, Mayor

ATTEST: ______________________________________
Jacqueline Schulze, City Clerk

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 17, 2023
Item Name:	Shed Removal
Originating Department:	Administration
Presented by:	Shane Fineran
Previous Council Action (if any):	

Item Type (X only one):	Consent	X	Regular Session		Discussion Session	

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Adopt Resolution 2023-94, Approve Henning Excavation Quote

EXPLANATION OF AGENDA ITEM *(Include a description of background, benefits, and recommendations.)*

The existing shed building on the site of the future fire station site located at 10451 10th St W needs to be removed in preparation of site construction. The removal of the structure was not included as part of the bid package becaus at the time of project scoping there discussions with a number of parties that were interested in dismantling and removing the structure. The city also took the step to declare the structure as surplus and open for sealed bid for the removal of the structure. With no interested parties stepping forward to ultimately complete this process the option is now demolition. The removal of the concrete slab that the structure sits on was part of the bid package and awarded as part of site grading and excavation work scope to Parker Contracting

Quotes were solicited from the grading and excavation contractor, as well as two other contractors for building demolition.

The quotes received are as follows:
Henning Excavation $19,300
Parker Contracting $19,541
Mikie's Landscaping $38,500

Staff recommends approval of the demolition quote to Henning Excavation.

Attachments:

1. 2394res_Building_Demolition.doc
2. Henning Excavating Quote
3. Parker Contracting Quote
4. Mikies Landscaping Quote

FINANCIAL IMPLICATIONS:
Funding Sources & Uses:
Capital Project #XXX>Project Contingency

Budget Information:
_________Budgeted
_________Non Budgeted
_________Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Planning Commission	
Parks and Recreation Board	
Safari Island Advisory Board	
Other	

CITY OF WACONIA
RESOLUTION NO. 2023-94

RESOLUTION APPOVING DEMOLITION QUOTE

WHEREAS, the City of Waconia owns a structure located at 10451 10th St W that needs to be removed to support construction of a new fire station; and

WHEREAS, staff solicited quotes for the removal of this structure.; and

WHEREAS, the low quote was submitted by Henning Excavation in an amount of $19,300; and

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby approves the quote.

Adopted by the City Council of the City of Waconia this 17th day of April 2023.

____
Nicole Waldron, Mayor

Attest: ____________________________
Jackie Schulze, City Clerk

Estimate

Henning Excavating
17510 62nd Street
New Germany MN 55367
952-353-2119 or 952-353-2180

David Henning
Jeremy Henning
Ryan Henning

Date	Estimate #
3/11/2023	231

Henning Excavating LLC

17510 62nd Street
New Germany MN 55367

Name / Address
City of Waconia

Project

Description	Qty	Rate	Total
Demo of shed on Sudheimer Property		19,300.00	19,300.00

Total $19,300.00

Phone #	E-mail
612-719-0736	henningexcavating1@frontier.com

2316 4TH AVE S
MINNEAPOLIS, MN 55404

To:	Kraus Anderson Construction	**Contact:**	
Address:	501 S 8th St	**Phone:**	
	Minneapolis, MN 55404	**Fax:**	
Project Name:	Building Demo	**Bid Number:**	
Project Location:		**Bid Date:**	

Item Description	Total Price
DEMOLITION	
-Proposal Includes: · Removal Of Existing Building	$19,541

Total Bid Price: $19,541

Payment Terms:

Acceptance of Proposal & Pre-Lien Notice: The above prices, specifications and conditions are satisfactory & hereby accepted. You are authorized to do the work as specified. If conditions are encountered at the project site which are subsurface, unknown or are not found under normal building conditions, an adjustment to the contract will be required.

Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

Terms: 30 days from date of invoice. A finance charge of 1.5% per month (18% annual) charged on all past due accounts.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.	**CONFIRMED:** **Parker Contracting**
Buyer: ____________	
Signature: ____________	**Authorized Signature:** ____________
Date of Acceptance: ____________	**Estimator:**

Mikie's Landscaping
11039 County Road 16, SE
Watertown, MN 55388

Estimate

Name/Address
City of Waconia 10451 10th Street West Waconia, MN 55387 mdressel@waconia.org

Date	Estimate No.	Project
03/25/23	1277	

Item	Description	Quantity	Cost	Total
Other	Demo Pole Shed for City of Waconia. Remove Pole Shed 40' x 200'. Everything removed, but the concrete slab.		38,500.00	38,500.00
Thank you for the opportunity to bid this job.			Total	$38,500.00

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 17, 2023
Item Name:	National Opioid Settlement
Originating Department:	Administration
Presented by:	Shane Fineran
Previous Council Action (if any):	

Item Type (X only one):	Consent	X	Regular Session		Discussion Session	

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Adopt Resolution 2023-95

EXPLANATION OF AGENDA ITEM *(Include a description of background, benefits, and recommendations.)*

National class action suits have been filed against opioid manufacturers and retail partners of which the State of Minnesota has participated. As a local unit of government we have been encouraged by the States Attorney General and League of Minnesota Cities to participate in the settlement agreements related to these settlements to enhance the amount of funds that flow to the state to combat the epidemic of opioid abuse in our communities. Funds can be used by state and local public health, legal, and law enforcement to prevent and treat the condition brought upon our communities by opioid addiction and abuse. If funds are received, the city will work with state and county partners to reinvest these dollars in programs that support these efforts administered at those levels.

https://www.ag.state.mn.us/opioids/

Attachments:

1. 2395res_Approving_Participation_in_Opioid_Settlement__Draft_04-12-2023_.docx
2. Opioids Settlement Flyer.pdf
3. New Retail Settlement Agreement

FINANCIAL IMPLICATIONS: Funding Sources & Uses:	***ADVISORY BOARD RECOMMENDATIONS:***	
Budget Information:	Planning Commission	
________Budgeted	Parks and Recreation Board	
________Non Budgeted	Safari Island Advisory Board	
________Amendment Required	Other	

CITY OF WACONIA

RESOLUTION NO. 2023-95

RESOLUTON APPROVING PARTICIPATION IN OPIOID SETTLEMENT AND EXECUTION OF RELATED DOCUMENTS

WHEREAS, the State of Minnesota and numerous Minnesota cities and counties are engaged in nationwide civil litigation against opioid supply chain participants related to the opioid crisis; and

WHEREAS, the Minnesota Attorney General has signed on to multistate settlement agreements with several opioid supply chain participants, which are subject to approval by local governments, the defendant companies, and the courts; and

WHEREAS, there is a deadline of April 18, 2023, for a sufficient threshold of Minnesota cities and counties to sign on to the above-referenced multistate settlement agreements, and failure to timely sign on may diminish the amount of funds received by Minnesota cities and counties from the settlement funds; and

WHEREAS, representatives of Minnesota's local governments, the Office of the Attorney General, and the State of Minnesota have reached agreement on the intrastate allocation of these settlement funds between the State, and the counties and cities, as well as the permissible uses of these funds, which will be memorialized in the Minnesota Opioids State-Subdivision Memorandum of Agreement, as amended (the "State-Subdivision Agreement"); and

WHEREAS, the State-Subdivision Agreement creates an opportunity for local governments and the State to work collaboratively on a unified vision to deliver a robust abatement and remediation plan to address the opioid crisis in Minnesota; and

WHEREAS, the City Council finds that participation in such opioid settlements will promote the public health, safety, and welfare of the residents of the City of Waconia even if the City of Waconia does not receive a direct distribution of funds;

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

1. The above recitals and findings are incorporated as part of these resolutions.

2. The City of Waconia supports and agrees to the State-Subdivision Agreement.

3. The City of Waconia further opts into all future multistate settlement agreements with opioid manufacturers and opioid supply chain participants.

4. The City Administrator, on behalf of the City, is authorized to execute all necessary documents to ensure the City of Waconia's participation in the multistate opioid settlements including, but not limited to, the State-Subdivision Agreement and any related participation agreements and releases.

Passed and adopted by the City Council of the City of Waconia this 17th day of April, 2023.

____

Nicole Waldron, Mayor

ATTEST: ________________________________

Jacqueline Schulze, City Clerk

https://mhslaw.sharepoint.com/sites/1/41908/draftdocs/miscellaneous settlement/opioid/resolution approving participation in opioid settlement (draft 04-12-2023).docx

NEW ROUND OF OPIOID SETTLEMENTS, FUNDS, & ACTION STEPS

LMC LEAGUE of MINNESOTA CITIES

Settlements have been reached with opioid manufacturers Teva Pharmaceuticals and Allergan, and retail pharmacy chains Walmart, CVS and Walgreens.

Awards are dependent on participation by both litigating and non-litigating local governments and could exceed $235 million over 15 years for Minnesota.

To maximize the money coming to Minnesota, all cities with populations over 10,000 are being asked to sign on to these settlements by April 18, 2023. Anticipated breakdown of payouts nationwide:

- Teva will pay up to $4.25 billion over 13 years.
- Allergan will pay up to $2.37 billion over 7 years.
- Walmart will pay up to $3.1 billion over 6 years, with a possibility for states to earn the entire amount in the first year.
- CVS will pay up to $5 billion over 10 years.
- Walgreens will pay up to $5.7 billion over 15 years

State/Local Government Memorandum of Agreement

Under the MOA, abatement funds will be directed as follows:

- Seventy-five percent (75%) will be paid directly to counties and certain cities/other municipalities that participate in the settlement process (e.g., cities over 30,000 population and any city that has a public health department).
- Twenty-five percent (25%) of the abatement funds will be paid directly to the State.
- Any city allocated a share may elect to have its full share or a portion of its full share directed to the county or counties in which it is located.
- Each county must consult annually with cities in its jurisdiction regarding future use of settlement funds, including holding an annual public meeting to receive input on proposed uses and to encourage collaboration between local governments.

Action steps for cities by April 18, 2023

A notice of the settlements with Teva, Allergan and the three pharmacy chains along with the invitation to join was sent to cities on March 8, 2023. Participation is similar to the process cities used for joining last year's Johnson & Johnson and distributors settlements. The deadline to participate in this latest round of settlements is April 18, 2023.

Action Step, due by April 18: Cities with 2019 populations of at least 10,000 must sign documents via DocuSign and execute an amendment to last year's MOA. These documents are included in the email from opioidsparticipation@rubris.com.

The League's Role

Since 2022, the League has been working closely with state and local government partners to develop and implement a state-subdivision agreement (or "Minnesota Memorandum of Agreement") designed to maximize the settlement funds coming to the state from litigation against opioids manufacturers and distributors. The money is earmarked to fund needed abatement and remediation programs to fight against the devastating impacts on Minnesota communities borne from the opioid crisis.

The League continues to work closely with state/county partners to facilitate communications about the settlement sign-on process and reporting requirements that will reflect how settlement funds are being used across the state.

League Resources and Contacts

Visit the League's website for links to these resources and latest news: lmc.org/resources/opioid-epidemic/.

Please direct questions to the League of Minnesota Cities General Counsel: (800) 925-1122.

Patricia Beety, General Counsel
pbeety@lmc.org
(651) 281-1270

Edward Cadman, Associate General Counsel
ecadman@lmc.org
(651) 281-1229

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Waconia city, MN
Reference Number: CL-386844

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

If your subdivision is represented by an attorney with respect to opioid claims, please contact your attorney.

Deadline: April 18, 2023

Five new proposed national opioid settlements ("*New National Opioid Settlements*") have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** ("Settling Defendants"). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district ("subdivision").

You are receiving this *Participation Package* because Minnesota is participating in the following settlements:

- **Teva**
- **Allergan**
- **CVS**
- **Walgreens**
- **Walmart**

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- *Participation Forms* for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims.
- Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (Amended MOA)
    - Clean version for signature and a marked-up version showing amendments.
- Template Resolutions authorizing city or county staff to participate in the settlements and execute the Amended MOA.

The *Participation Form* for each settlement must be executed, without alteration, and submitted on or before April 18, 2023, in order for your

subdivision to be considered for initial participation calculations and payment eligibility.

The Amended MOA must also be executed and submitted as soon as possible in order for your subdivision to be considered a "Participating Local Government" under the Amended MOA.

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate will reduce the amount of money for programs to remediate the opioid crisis in Minnesota. Please note, a subdivision will not necessarily directly receive settlement funds by participating. To promote efficiency in the use of abatement funds and avoid administratively burdensome disbursements that would be too small to add a meaningful abatement response, certain smaller subdivisions do not automatically receive a direct allocation. However, participation by such subdivisions will help maximize the amount of abatement funds being paid to Minnesota, including those going to counties and cities.

Pursuant to the attached Amended MOA, the following Minnesota subdivisions are eligible to directly receive settlement funds:

- All counties; and
- All cities that:
  - Have a population of more than 30,000 based on the United States Census Bureau's Vintage 2019 population totals,
  - Have funded or otherwise managed an established health care or treatment infrastructure (*e.g.*, health department or similar agency), or
  - Have initiated litigation against the previously-settling Distributors (McKesson, Cardinal Health, or AmerisourceBergen) or Janssen on or before December 3, 2021

For subdivisions that fall outside the above eligibility thresholds, you must participate if you wish to receive grants from settlement funds from the State or other subdivisions in the future. Your participation will also increase the amount of money coming to Minnesota for programs to remediate the crisis.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your counsel, the Minnesota Attorney General's Office, and other contacts within Minnesota.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation can be found on the national settlement website at https://nationalopioidsettlement.com/. This website will be supplemented as additional documents are created. The Minnesota Attorney General's Office has also set up a state-specific website, which may be found at http://www.ag.state.mn.us/opioids/. This website includes Minnesota-specific information regarding the opioid settlements, as well as Minnesota's opioids legislation, the Opioid Epidemic Response Advisory Council, and the Attorney General's opioid-related cases. Minnesota's website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Forms* and the Amended MOA to the Implementation Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* and Amended MOA electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return executed *Participation Forms* and the Amended MOA using DocuSign, signed *Participation Forms* and the Amended MOA may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line "Settlement Participation Forms – [Subdivision Name, Subdivision State] – [Reference ID]."

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at https://nationalopioidsettlement.com. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on April 18, 2023.

If you have any questions about executing these forms, please contact your counsel or the Implementation Administrator at opioidsparticipation@rubris.com. If you have questions for the Minnesota Attorney General's Office, you can send an email to opioids@ag.state.mn.us. You can also call the Minnesota Attorney General's Office Opioid Issues phone line at (612) 429-7126 and leave a message regarding any questions you have or any additional information you would like.

Thank you,

National Opioids Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

AMENDED MINNESOTA OPIOIDS STATE-SUBDIVISION MEMORANDUM OF AGREEMENT

WHEREAS, the State of Minnesota, Minnesota counties and cities, and their people have been harmed by misconduct committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic;

WHEREAS, certain Minnesota counties and cities, through their counsel, and the State, through its Attorney General, are separately engaged in ongoing investigations, litigation, and settlement discussions seeking to hold opioid manufacturers and distributors accountable for the damage caused by their misconduct;

WHEREAS, the State and Local Governments share a common desire to abate and alleviate the impacts of the misconduct described above throughout Minnesota;

WHEREAS, while the State and Local Governments recognize the sums which may be available from the aforementioned litigation will likely be insufficient to fully abate the public health crisis caused by the opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort;

WHEREAS, the investigations and litigation with several companies have resulted in National Settlement Agreements with those companies, which the State has already committed to join;

WHEREAS, Minnesota's share of settlement funds from the National Settlement Agreements will be maximized only if all Minnesota counties, and cities of a certain size, participate in the settlements;

WHEREAS, the National Settlement Agreements will set a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of settlement amounts;

WHEREAS, this Amended Memorandum of Agreement is intended to facilitate compliance by the State and by the Local Governments with the terms of the National Settlement Agreements and is intended to serve as a State-Subdivision Agreement under the National Settlement Agreements;

WHEREAS, this Amended Memorandum of Agreement is also intended to serve as a State-Subdivision Agreement under resolutions of claims concerning alleged misconduct in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and Minnesota counties and cities and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement; and

WHEREAS, specifically, this Amended Memorandum of Agreement is intended to serve under the Bankruptcy Resolutions concerning Purdue Pharma, Mallinckrodt, and Endo as a qualifying Statewide Abatement Agreement.

I. Definitions

As used in this MOA (including the preamble above):

"Approved Uses" shall mean forward-looking strategies, programming, and services to abate the opioid epidemic that fall within the list of uses on **Exhibit A.** Consistent with the terms of the National Settlement Agreements and Bankruptcy Resolutions, "Approved Uses" shall include the reasonable administrative expenses associated with overseeing and administering Opioid Settlement Funds. Reimbursement by the State or Local Governments for past expenses are not Approved Uses.

"Backstop Fund" is defined in Section VI.B below.

"Bankruptcy Defendants" mean any Opioid Supply Chain Participants that have filed for federal bankruptcy protection, including, but not limited to, Purdue Pharma L.P., Mallinckrodt plc, and Endo International plc.

"Bankruptcy Resolution(s)" means resolutions of claims concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic by the Bankruptcy Defendants entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and Minnesota counties and municipalities and allow for the allocation between the state and its political subdivisions to be set through a state-specific agreement.

"Counsel" is defined in Section VI.B below.

"County Area" shall mean a county in the State of Minnesota plus the Local Governments, or portion of any Local Government, within that county.

"Governing Body" means (1) for a county, the county commissioners of the county, and (2) for a municipality, the elected city council or the equivalent legislative body for the municipality.

"Legislative Modification" is defined in Section II.C below.

"Litigating Local Governments" mean a Local Government that filed an opioid lawsuit(s) on or before December 3, 2021, as defined in Section VI.B below.

"Local Abatement Funds" are defined in Section II.B below.

"Local Government" means all Minnesota political subdivisions within the geographic boundaries of the state of Minnesota.

"MDL Matter" means the matter captioned *In re National Prescription Opiate Litigation*, MDL 2804, pending in the United States District Court for the Northern District of Ohio.

"Memorandum of Agreement" or "MOA" means this agreement, the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement.

"National Settlement Agreements" means a national opioid settlement agreement with the Parties and one or more Opioid Supply Chain Participants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic, which includes structural or payment provisions requiring or anticipating the participation of both the State and its political subdivisions in the national opioid settlement agreement and allows for the allocation of Opioid Settlement Funds between the State and its political subdivisions to be set through a state-specific agreement.

"Opioid Settlement Funds" shall mean all funds allocated by the National Settlement Agreements and any Bankruptcy Resolutions to the State and Local Governments for purposes of opioid remediation activities or restitution, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies.

"Opioid Supply Chain Participants" means entities that engage in, have engaged in, or have provided consultation services regarding the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic, including, but not limited to, Janssen, AmerisourceBergen, Cardinal Health, McKesson, Teva Pharmaceuticals, Allergan plc, CVS Health Corporation, Walgreens Boots Alliance, Inc., and Walmart Inc. "Opioid Supply Chain Participants" also means all subsidiaries, affiliates, officers, directors, employees, or agents of such entities.

"Parties" means the State and the Participating Local Governments.

"Participating Local Government" means a political subdivision within the geographic boundaries of the State of Minnesota that has signed this Memorandum of Agreement and has executed a release of claims by signing on to the National Settlement Agreements. For the avoidance of doubt, a Local Government must sign this MOA to become a "Participating Local Government."

"Region" is defined in Section II.H below.

"State" means the State of Minnesota by and through its Attorney General, Keith Ellison.

"State Abatement Fund" is defined in Section II.B below.

II. Allocation of Settlement Proceeds

A. Method of distribution. Pursuant to the National Settlement Agreements and any Bankruptcy Resolutions, Opioid Settlement Funds shall be distributed directly to the State and directly to Participating Local Governments in such proportions and for such uses as set forth in this MOA, provided Opioid Settlement Funds shall not be considered funds of the State or any Participating Local Government unless and until such time as each distribution is made.

B. Overall allocation of funds. Opioid Settlement Funds will be initially allocated as follows: (i) 25% directly to the State ("State Abatement Fund"), and (ii) 75% directly to abatement funds established by Participating Local Governments ("Local Abatement Funds"). This initial allocation is subject to modification by Sections II.F, II.G, and II.H, below.

C. Statutory change.

1. The Parties agree to work together in good faith to propose and lobby for legislation in the 2022 Minnesota legislative session to modify the distribution of the State's Opiate Epidemic Response Fund under Minnesota Statutes section 256.043, subd. 3(d), so that "50 percent of the remaining amount" is no longer appropriated to county social services, as related to Opioid Settlement Funds that are ultimately placed into the Minnesota Opiate Epidemic Response Fund ("Legislative Modification").[1] Such efforts include, but are not limited to, providing testimony and letters in support of the Legislative Modification.

2. It is the intent of the Parties that the Legislative Modification would affect only the county share under section 256.043, subd. 3(d), and would not impact the provision of funds to tribal social service agencies. Further, it is the intent of the Parties that the Legislative Modification would relate only to disposition of Opioid Settlement Funds and is not predicated on a change to the distribution of the Board of Pharmacy fee revenue that is deposited into the Opiate Epidemic Response Fund.

D. Bill Drafting Workgroup. The Parties will work together to convene a Bill Drafting Workgroup to recommend draft legislation to achieve this Legislative Modification. The Workgroup will meet as often as practicable in December 2021 and January 2022 until recommended language is completed. Invitations to participate in the group shall be extended to the League of Minnesota Cities, the Association of Minnesota Counties, the Coalition of Greater Minnesota Cities, state agencies, the Governor's Office, the Attorney General's Office, the Opioid Epidemic Response Advisory Council, the Revisor's Office, and Minnesota tribal representatives. The Workgroup will host meetings with Members of the Minnesota House of Representatives and Minnesota Senate who have been involved in this matter to assist in crafting a bill draft.

E. No payments until August 1, 2022. The Parties agree to take all steps necessary to ensure that any Opioid Settlement Funds ready for distribution directly to the State and Participating Local Governments under the National Settlement Agreements or

[1] It is the intent of the Parties that counties will continue to fund child protection services for children and families who are affected by addiction, in compliance with the Approved Uses in **Exhibit A**.

Bankruptcy Resolutions are not actually distributed to the Parties until on or after August 1, 2022, in order to allow the Parties to pursue legislative change that would take effect before the Opioid Settlement Funds are received by the Parties. Such steps may include, but are not limited to, the Attorney General's Office delaying its filing of Consent Judgments in Minnesota state court memorializing the National Settlement Agreements. This provision will cease to apply upon the effective date of the Legislative Modification described above, if that date is prior to August 1, 2022.

F. Effect of no statutory change by August 1, 2022. If the Legislative Modification described above does not take effect by August 1, 2022, the allocation between the Parties set forth in Section II.B shall be modified as follows: (i) 40% directly to the State Abatement Fund, and (ii) 60% to Local Abatement Funds. The Parties further agree to discuss potential amendment of this MOA if such legislation does not timely go into effect in accordance with this paragraph.

G. Effect of later statutory change. If the Legislative Modification described above takes effect after August 1, 2022, the allocation between the Parties will be modified as follows:
(i) 25% directly to the State Abatement Fund, and (ii) 75% to Local Abatement Funds.

H. Effect of partial statutory change. If any legislative action otherwise modifies or diminishes the direct allocation of Opioid Settlement Funds to Participating Local Governments so that as a result the Participating Local Governments would receive less than 75 percent of the Opioid Settlement Funds (inclusive of amounts received by counties per statutory appropriation through the Minnesota Opiate Epidemic Response Fund), then the allocation set forth in Section II.B will be modified to ensure Participating Local Governments receive 75% of the Opioid Settlement Funds.

I. Participating Local Governments receiving payments. The proportions set forth in **Exhibit B** provide for payments directly to: (i) all Minnesota counties; and (ii) all Minnesota cities that (a) have a population of more than 30,000, based on the United States Census Bureau's Vintage 2019 population totals, (b) have funded or otherwise managed an established health care or treatment infrastructure (e.g., health department or similar agency), or (c) have initiated litigation against AmerisourceBergen, Cardinal Health, McKesson, or Janssen as of December 3, 2021.

J. Allocation of funds between Participating Local Governments. The Local Abatement Funds shall be allocated to Participating Local Governments in such proportions as set forth in **Exhibit B**, attached hereto and incorporated herein by reference, which is based upon the MDL Matter's Opioid Negotiation Class Model.[2] The proportions shall not change based on population changes during the term of the MOA. However, to the extent

[2] More specifically, the proportions in Exhibit B were created based on Exhibit G to the National Settlement Agreements, which in turn was based on the MDL Matter's allocation criteria. Cities under 30,000 in population that had shares under the Exhibit G default allocation were removed and their shares were proportionally reallocated amongst the remaining subdivisions.

required by the terms of the National Settlement Agreements, the proportions set forth in **Exhibit B** must be adjusted: (i) to provide no payment from the National Settlement Agreements to any listed county or municipality that does not participate in the National Settlement Agreements; and (ii) to provide a reduced payment from the National Settlement Agreements to any listed county or city that signs on to the National Settlement Agreements after the Initial Participation Date.

K. Redistribution in certain situations. In the event a Participating Local Government merges, dissolves, or ceases to exist, the allocation percentage for that Participating Local Government shall be redistributed equitably based on the composition of the successor Local Government. In the event an allocation to a Local Government cannot be paid to the Local Government, such unpaid allocations will be allocated to Local Abatement Funds and be distributed in such proportions as set forth in Exhibit B.

L. City may direct payments to county. Any city allocated a share may elect to have its full share or a portion of its full share of current or future annual distributions of settlement funds instead directed to the county or counties in which it is located, so long as that county or counties are Participating Local Governments[s]. If a city is located in more than one county, the city's funds will be directed based on the MDL Matter's Opioid Negotiation Class Model.

III. Special Revenue Fund

A. Creation of special revenue fund. Every Participating Local Government receiving Opioid Settlement Funds through direct distribution shall create a separate special revenue fund, as described below, that is designated for the receipt and expenditure of Opioid Settlement Funds.

B. Procedures for special revenue fund. Funds in this special revenue fund shall not be commingled with any other money or funds of the Participating Local Government. The funds in the special revenue fund shall not be used for any loans or pledge of assets, unless the loan or pledge is for an Approved Use. Participating Local Governments may not assign to another entity their rights to receive payments of Opioid Settlement Funds or their responsibilities for funding decisions, except as provided in Section II.L.

C. Process for drawing from special revenue funds.

1. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.

2. The budget or resolution must (i) indicate that it is an authorization for expenditures of opioid settlement funds; (ii) state the specific strategy or strategies the county or city intends to fund, using the item letter and/or number in **Exhibit A** to identify each funded strategy, if applicable; and (iii) state the amount dedicated to each strategy for a stated period of time.

D. Local government grantmaking. Participating Local Governments may make contracts with or grants to a nonprofit, charity, or other entity with Opioid Settlement Funds.

E. Interest earned on special revenue fund. The funds in the special revenue fund may be invested, consistent with the investment limitations for local governments, and may be placed in an interest-bearing bank account. Any interest earned on the special revenue funds must be used in a way that is consistent with this MOA.

IV. Opioid Remediation Activities

A. Limitation on use of funds. This MOA requires that Opioid Settlement Funds be utilized only for future opioid remediation activities, and Parties shall expend Opioid Settlement Funds only for Approved Uses and for expenditures incurred after the effective date of this MOA, unless execution of the National Settlement Agreements requires a later date. Opioid Settlement Funds cannot be used to pay litigation costs, expenses, or attorney fees arising from the enforcement of legal claims related to the opioid epidemic, except for the portion of Opioid Settlement Funds that comprise the Backstop Fund described in Section VI. For the avoidance of doubt, counsel for Litigating Local Governments may recover litigation costs, expenses, or attorney fees from the common benefit, contingency fee, and cost funds established in the National Settlement Agreements, as well as the Backstop Fund described in Section VI.

B. Public health departments as Chief Strategists. For Participating Local Governments that have public health departments, the public health departments shall serve as the lead agency and Chief Strategist to identify, collaborate, and respond to local issues as Local Governments decide how to leverage and disburse Opioid Settlement Funds. In their role as Chief Strategist, public health departments will convene multi-sector meetings and lead efforts that build upon local efforts like Community Health Assessments and Community Health Improvement Plans, while fostering community focused and collaborative evidence-informed approaches that prevent and address addiction across the areas of public health, human services, and public safety. Chief Strategists should consult with municipalities located within their county in the development of any Community Health Assessment, and are encouraged to collaborate with law enforcement agencies in the county where appropriate.

C. Administrative expenses. Reasonable administrative costs for the State or Local Government to administer its allocation of the Opioid Settlement Funds shall not exceed actual costs, 10% of the relevant allocation of the Opioid Settlement Funds, or any administrative expense limitation imposed by the National Settlement Agreements or Bankruptcy Resolution, whichever is less.

D. Regions. Two or more Participating Local Governments may at their discretion form a new group or utilize an existing group ("Region") to pool their respective shares of settlement funds and make joint spending decisions. Participating Local Governments may choose to create a Region or utilize an existing Region under a joint exercise of powers under Minn. Stat. § 471.59.

E. Consultation and partnerships.

1. Each county receiving Opioid Settlement Funds must consult annually with the municipalities in the county regarding future use of the settlement funds in the county, including by holding an annual meeting with all municipalities in the county in order to receive input as to proposed uses of the Opioid Settlement Funds and to encourage collaboration between Local Governments both within and beyond the county. These meetings shall be open to the public.

2. Participating Local Governments within the same County Area have a duty to regularly consult with each other to coordinate spending priorities.

3. Participating Local Governments can form partnerships at the local level whereby Participating Local Governments dedicate a portion of their Opioid Settlement Funds to support city- or community-based work with local stakeholders and partners within the Approved Uses.

F. Collaboration. The State and Participating Local Governments must collaborate to promote effective use of Opioid Settlement Funds, including through the sharing of expertise, training, and technical assistance. They will also coordinate with trusted partners, including community stakeholders, to collect and share information about successful regional and other high-impact strategies and opioid treatment programs.

V. Reporting and Compliance

A. Construction of reporting and compliance provisions. Reporting and compliance requirements will be developed and mutually agreed upon by the Parties, utilizing the recommendations provided by the Advisory Panel to the Attorney General on Distribution and Allocation of Opioid Settlement Funds.

B. Reporting Workgroup. The Parties will work together to establish a Reporting Workgroup that includes representatives of the Attorney General's Office, state stakeholders, and city and county representatives, who will meet on a regular basis to develop reporting and compliance recommendations. The Reporting Workgroup must produce a set of reporting and compliance measures by June 1, 2022. Such reporting and compliance measures will be effective once approved by representatives of the Attorney General's Office, the Governor's Office, the Association of Minnesota Counties, and the League of Minnesota Cities that are on the Workgroup.

C. Application of Reporting Addendum and State Law. The requirements of the Reporting and Compliance Addendum agreed to by the Minnesota Governor's Office, the Minnesota Attorney General's Office, the Association of Minnesota Counties, the League of Minnesota Cities, and members of the Minnesota Opioid Epidemic Response Advisory

Council, as well as the requirements of Minnesota Statutes section 256.042, subdivision 5(d), apply to Local Governments receiving Opioid Settlement Funds under National Settlement Agreements and Bankruptcy Resolutions within the scope of this MOA.

VI. Backstop Fund

A. National Attorney Fee Fund. When the National Settlement Agreements provide for the payment of all or a portion of the attorney fees and costs owed by Litigating Local Governments to private attorneys specifically retained to file suit in the opioid litigation ("National Attorney Fee Fund"), the Parties acknowledge that the National Settlement Agreements may provide for a portion of the attorney fees of Litigating Local Governments.

B. Backstop Fund and Waiver of Contingency Fee. The Parties agree that the Participating Local Governments will create a supplemental attorney fees fund (the "Backstop Fund") to be used to compensate private attorneys ("Counsel") for Local Governments that filed opioid lawsuits on or before December 3, 2021 ("Litigating Local Governments"). By order[3] dated August 6, 2021, Judge Polster capped all applicable contingent fee agreements at 15%. Judge Polster's 15% cap does not limit fees from the National Attorney Fee Fund or from any state backstop fund for attorney fees, but private attorneys for local governments must waive their contingent fee agreements to receive payment from the National Attorney Fee Fund. Judge Polster recognized that a state backstop fund can be designed to incentivize private attorneys to waive their right to enforce contingent fee agreements and instead apply to the National Attorney Fee Fund, with the goals of achieving greater subdivision participation and higher ultimate payouts to both states and local governments. Accordingly, in order to seek payment from the Backstop Fund, Counsel must agree to waive their contingency fee agreements relating to these National Settlement Agreements and first apply to the National Attorney Fee Fund.

C. Backstop Fund Source. The Backstop Fund will be funded by seven percent (7%) of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the initial allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, and will not include payments resulting from the Purdue, Mallinckrodt, or Endo Bankruptcies. In the event that the initial allocation is modified pursuant to Section II.F. above, then the Backstop Fund will be funded by 8.75% of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the modified allocation of 40% directly to the State Abatement Fund and 60% directly to the Local Abatement Funds, and will not include payments resulting from the Purdue, Mallinckrodt, or Endo Bankruptcies. In the event that the allocation is modified pursuant to Section II.G. or Section II.H. above, back to an allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, then the Backstop Fund will be funded by 7% of the share of each payment made to the Local Abatement

[3] Order, In re: Nat'l Prescription Opiate Litig., Case No. 17-MD-02804, Doc. No. 3814 (N.D. Ohio August 6, 2021).

Funds from the National Settlement Agreements (annual or otherwise), and will not include payments resulting from the Purdue, Mallinckrodt, or Endo Bankruptcies.

D. Backstop Fund Payment Cap. Any attorney fees paid from the Backstop Fund, together with any compensation received from the National Settlement Agreements' Contingency Fee Fund, shall not exceed 15% of the total gross recovery of the Litigating Local Governments' share of funds from the National Settlement Agreements. To avoid doubt, in no instance will Counsel receive more than 15% of the amount paid to their respective Litigating Local Government client(s) when taking into account what private attorneys receive from both the Backstop Fund and any fees received from the National Settlement Agreements' Contingency Fee Fund.

E. Requirements to Seek Payment from Backstop Fund. A private attorney may seek payment from the Backstop Fund in the event that funds received by Counsel from the National Settlement Agreements' Contingency Fee Fund are insufficient to cover the amount that would be due to Counsel under any contingency fee agreement with a Litigating Local Government based on any recovery Litigating Local Governments receive from the National Settlement Agreements. Before seeking any payment from the Backstop Fund, private attorneys must certify that they first sought fees from the National Settlement Agreements' Contingency Fee Fund, and must certify that they agreed to accept the maximum fees payments awarded to them. Nothing in this Section, or in the terms of this Agreement, shall be construed as a waiver of fees, contractual or otherwise, with respect to fees that may be recovered under a contingency fee agreement or otherwise from other past or future settlements, verdicts, or recoveries related to the opioid litigation.

F. Special Master. A special master will administer the Backstop Fund, including overseeing any distribution, evaluating the requests of Counsel for payment, and determining the appropriate amount of any payment from the Backstop Fund. The special master will be selected jointly by the Minnesota Attorney General and the Hennepin County Attorney, and will be one of the following individuals: Hon. Jeffrey Keyes, Hon. David Lillehaug; or Hon. Jack Van de North. The special master will be compensated from the Backstop Fund. In the event that a successor special master is needed, the Minnesota Attorney General and the Hennepin County Attorney will jointly select the successor special master from the above-listed individuals. If none of the above-listed individuals is available to serve as the successor special master, then the Minnesota Attorney General and the Hennepin County Attorney will jointly select a successor special master from a list of individuals that is agreed upon between the Minnesota Attorney General, the Hennepin County Attorney, and Counsel.

G. Special Master Determinations. The special master will determine the amount and timing of any payment to Counsel from the Backstop Fund. The special master shall make one determination regarding payment of attorney fees to Counsel, which will apply through the term of the recovery from the National Settlement Agreements. In making such determinations, the special master shall consider the amounts that have been or will be received by the private attorney's firm from the National Settlement Agreements' Contingency Fee Fund relating to Litigating Local Governments; the contingency fee contracts; the dollar amount of recovery for Counsel's respective clients who are

Litigating Local Governments; the Backstop Fund Payment Cap above; the complexity of the legal issues involved in the opioid litigation; work done to directly benefit the Local Governments within the State of Minnesota; and the principles set forth in the Minnesota Rules of Professional Conduct, including the reasonable and contingency fee principles of Rule 1.5. In the interest of transparency, Counsel shall provide information in their initial fee application about the total amount of fees that Counsel have received or will receive from the National Attorney Fee Fund related to the Litigating Local Governments.

H. Special Master Proceedings. Counsel seeking payment from the Backstop Fund may also provide written submissions to the special master, which may include declarations from counsel, summaries relating to the factors described above, and/or attestation regarding total payments awarded or anticipated from the National Settlement Agreements' Contingency Fee Fund. Private attorneys shall not be required to disclose work product, proprietary or confidential information, including but not limited to detailed billing or lodestar records. To the extent that counsel rely upon written submissions to support their application to the special master, the special master will incorporate said submission or summary into the record. Any proceedings before the special master and documents filed with the special master shall be public, and the special master's determinations regarding any payment from the Backstop Funds shall be transparent, public, final, and not appealable.

I. Distribution of Any Excess Funds. To the extent the special master determines that the Backstop Fund exceeds the amount necessary for payment to Counsel, the special master shall distribute any excess amount to Participating Local Governments according to the percentages set forth in **Exhibit B**.

J. Term. The Backstop Fund will be administered for (a) the length of the National Litigation Settlement Agreements' payments; or (b) until all Counsel for Litigating Local Governments have either (i) received payments equal to the Backstop Fund Payment Cap above or (ii) received the full amount determined by the special master; whichever occurs first.

K. No State Funds Toward Attorney Fees. For the avoidance of doubt, no portion of the State Abatement Fund will be used to fund the Backstop Fund or in any other way to fund any Litigating Local Government's attorney fees and expenses. Any funds that the State receives from the National Settlement Agreements as attorney fees and costs or in lieu of attorney fees and costs, including the Additional Restitution Amounts, will be treated as State Abatement Funds.

VII. General Terms

A. Scope of agreement.

1. This MOA applies to the National Settlement Agreements and the Bankruptcy Resolutions.[4]

2. This MOA will also apply to future National Settlement Agreements and Bankruptcy Resolutions with Opioid Supply Chain Participants that include structural or payment provisions requiring or anticipating the participation of both the State and its political subdivisions, and allows for the allocation between the State and its political subdivisions to be set through a state-specific agreement.

3. The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of the National Settlement Agreements or any Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.

B. When MOA takes effect.

1. This MOA shall become effective at the time a sufficient number of Local Governments have joined the MOA to qualify this MOA as a State-Subdivision Agreement under the National Settlement Agreements or as a Statewide Abatement Agreement under any Bankruptcy Resolution. If this MOA does not thereby qualify as a State-Subdivision Agreement or Statewide Abatement Agreement, this MOA will have no effect.

2. The Parties may conditionally agree to sign on to the MOA through a letter of intent, resolution, or similar written statement, declaration, or pronouncement declaring their intent to sign on to the MOA if the threshold for Party participation in a specific Settlement is achieved.

C. Dispute resolution.

1. If any Party believes another Party has violated the terms of this MOA, the alleging Party may seek to enforce the terms of this MOA in Ramsey County District Court, provided the alleging Party first provides notice to the alleged offending Party of the alleged violation and a reasonable opportunity to cure the alleged violation.

2. If a Party believes another Party, Region, or individual involved in the receipt,

[4] For the avoidance of doubt, this includes settlements reached with AmerisourceBergen, Cardinal Health, McKesson, Janssen, Teva Pharmaceuticals, Allergan plc, CVS Health Corporation, Walgreens Boots Alliance, Inc., and Walmart Inc., and Bankruptcy Resolutions involving Purdue Pharma L.P., Mallinckrodt plc, and Endo International plc.

distribution, or administration of Opioid Settlement Funds has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters.

3. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds violated any Minnesota criminal law, such conduct shall be reported to the appropriate criminal authorities.

D. Amendments. The Parties agree to make such amendments as necessary to implement the intent of this MOA.

E. Applicable law and venue. Unless otherwise required by the National Settlement Agreements or a Bankruptcy Resolution, this MOA, including any issues related to interpretation or enforcement, is governed by the laws of the State of Minnesota. Any action related to the provisions of this MOA must be adjudicated by the Ramsey County District Court. If any provision of this MOA is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.

F. Relationship of this MOA to other agreements and resolutions. All Parties acknowledge and agree that the National Settlement Agreements will require a Participating Local Government to release all its claims as provided in the National Settlement Agreements to receive direct allocation of Opioid Settlement Funds. All Parties further acknowledge and agree that based on the terms of the National Settlement Agreements, a Participating Local Government may receive funds through this MOA only after complying with all requirements set forth in the National Settlement Agreements to release its claims. This MOA is not a promise from any Party that any National Settlement Agreements or Bankruptcy Resolution will be finalized or executed.

G. When MOA is no longer in effect. This MOA is effective until one year after the last date on which any Opioid Settlement Funds are being spent by the Parties pursuant to the National Settlement Agreements and any Bankruptcy Resolution.

H. No waiver for failure to exercise. The failure of a Party to exercise any rights under this MOA will not be deemed to be a waiver of any right or any future rights.

I. No effect on authority of Parties. Nothing in this MOA should be construed to limit the power or authority of the State of Minnesota, the Attorney General, or the Local Governments, except as expressly set forth herein.

J. Signing and execution. This MOA may be executed in counterparts, each of which constitutes an original, and all of which constitute one and the same agreement. This MOA may be executed by facsimile or electronic copy in any image format. Each Party represents that all procedures necessary to authorize such Party's execution of this MOA have been performed and that the person signing for such Party has been authorized to execute the MOA in an official capacity that binds the Party.

This **Amended Minnesota Opioids State-Subdivision Memorandum of Agreement** is signed

on by Shane Fineran:

Signature: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

On behalf of: Waconia city

EXHIBIT A

List of Opioid Remediation Uses

Settlement fund recipients shall choose from among abatement strategies, including but not limited to those listed in this Exhibit. The programs and strategies listed in this Exhibit are not exclusive, and fund recipients shall have flexibility to modify their abatement approach as needed and as new uses are discovered.

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder ("*OUD*") and any co-occurring Substance Use Disorder or Mental Health ("*SUD/MH*") conditions through evidence-based or evidence- informed programs[5] or strategies that may include, but are not limited to, those that:[6]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication for Opioid Use Disorder ("MOUD")[7] approved by the U.S. Food and Drug Administration, including by making capital expenditures to purchase, rehabilitate, or expand facilities that offer treatment.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine ("*ASAM*") continuum of care for OUD and any co- occurring SUD/MH conditions.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MOUD, as well as counseling, psychiatric support, and other treatment and recovery support services.

[5] Use of the terms "evidence-based," "evidence-informed," or "best practices" shall not limit the ability of recipients to fund innovative services or those built on culturally specific needs. Rather, recipients are encouraged to support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions.

[6] As used in this Exhibit, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

[7] Historically, pharmacological treatment for opioid use disorder was referred to as "Medication-Assisted Treatment" ("MAT"). It has recently been determined that the better term is "Medication for Opioid Use Disorder" ("MOUD"). This Exhibit will use "MOUD" going forward. Use of the term MOUD is not intended to and shall in no way limit abatement programs or strategies now or into the future as new strategies and terminology evolve.

4. Improve oversight of Opioid Treatment Programs ("*OTPs*") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for people with OUD and any co-occurring SUD/MH conditions, including but not limited to medical detox, referral to treatment, or connections to other services or supports.

8. Provide training on MOUD for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH or mental health conditions.

10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Offer scholarships and supports for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, licensed mental health counselors, and other mental and behavioral health practitioners or workers, including peer recovery coaches, peer recovery supports, and treatment coordinators, involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, continuing education, licensing fees, or other incentives for providers to work in rural or underserved areas.

12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("*DATA 2000*") to prescribe MOUD for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.

14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including but not limited to new Americans, African Americans, and American Indians.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment ("SBIRT") programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MOUD in hospital emergency departments.

6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MOUD, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

    1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("*PAARI*");

2. Active outreach strategies such as the Drug Abuse Response Team ("*DART*") model;

3. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("*LEAD*") model;

5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MOUD, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions ("*CTI*"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF THE PERINATAL POPULATION, CAREGIVERS, AND FAMILIES, INCLUDING BABIES WITH NEONATAL OPIOID WITHDRAWAL SYNDROME.

Address the needs of the perinatal population and caregivers with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal opioid withdrawal syndrome ("*NOWS*"), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MOUD, recovery services and supports, and prevention services for the perinatal population—or individuals who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to caregivers and families affected by Neonatal Opioid Withdrawal Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MOUD, for uninsured individuals with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Provide training for obstetricians or other healthcare personnel who work with the perinatal population and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NOWS babies; expand services for better continuum of care with infant-caregiver dyad; and expand long-term treatment and services for medical monitoring of NOWS babies and their caregivers and families.

5. Provide training to health care providers who work with the perinatal population and caregivers on best practices for compliance with federal requirements that children born with NOWS get referred to appropriate services and receive a plan of safe care.

6. Provide child and family supports for caregivers with OUD and any co-occurring SUD/MH conditions, emphasizing the desire to keep families together.

7. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

8. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.

9. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children

being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("*PDMPs*"), including, but not limited to, improvements that:

    1. Increase the number of prescribers using PDMPs;

    2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

    3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MOUD referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increasing electronic prescribing to prevent diversion or forgery.

8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse, including but not limited to focusing on risk factors and early interventions.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Funding community anti-drug coalitions that engage in drug prevention efforts.

6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("*SAMHSA*").

7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health

workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. **FIRST RESPONDERS**

In addition to items in section C, D and H relating to first responders, support the following:

1. Law enforcement expenditures related to the opioid epidemic.

2. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

3. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. **LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

5. Support multidisciplinary collaborative approaches consisting of, but not limited to, public health, public safety, behavioral health, harm reduction, and others at the state, regional, local, nonprofit, and community level to maximize collective impact.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system,

including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("*ADAM*") system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MOUD and their association with treatment engagement and treatment outcomes.

M. <u>POST-MORTEM</u>

1. Toxicology tests for the range of opioids, including synthetic opioids, seen in overdose deaths as well as newly evolving synthetic opioids infiltrating the drug supply.

2. Toxicology method development and method validation for the range of synthetic opioids observed now and in the future, including the cost of installation, maintenance, repairs and training of capital equipment.

3. Autopsies in cases of overdose deaths resulting from opioids and synthetic opioids.

4. Additional storage space/facilities for bodies directly related to opioid or synthetic opioid related deaths.

5. Comprehensive death investigations for individuals where a death is caused by or suspected to have been caused by an opioid or synthetic opioid overdose, whether intentional or accidental (overdose fatality reviews).

6. Indigent burial for unclaimed remains resulting from overdose deaths.

7. Navigation-to-care services for individuals with opioid use disorder who are encountered by the medical examiner's office as either family and/or social network members of decedents dying of opioid overdose.

8. Epidemiologic data management and reporting to public health and public safety stakeholders regarding opioid overdose fatalities.

EXHIBIT B

Local Abatement Funds Allocation

Subdivision	Allocation Percentage
AITKIN COUNTY	0.5760578506020%
Andover city	0.1364919450741%
ANOKA COUNTY	5.0386504680954%
Apple Valley city	0.2990817344560%
BECKER COUNTY	0.6619330684437%
BELTRAMI COUNTY	0.7640787092763%
BENTON COUNTY	0.6440948102319%
BIG STONE COUNTY	0.1194868774775%
Blaine city	0.4249516912759%
Bloomington city	0.4900195550092%
BLUE EARTH COUNTY	0.6635420704652%
Brooklyn Center city	0.1413853902225%
Brooklyn Park city	0.2804136234778%
BROWN COUNTY	0.3325325415732%
Burnsville city	0.5135361296508%
CARLTON COUNTY	0.9839591749060%
CARVER COUNTY	1.1452829659572%
CASS COUNTY	0.8895681513437%
CHIPPEWA COUNTY	0.2092611794436%
CHISAGO COUNTY	0.9950193750117%
CLAY COUNTY	0.9428475281726%
CLEARWATER COUNTY	0.1858592042741%
COOK COUNTY	0.1074594959729%
Coon Rapids city	0.5772642444915%
Cottage Grove city	0.2810994719143%
COTTONWOOD COUNTY	0.1739065270025%
CROW WING COUNTY	1.1394859174804%
DAKOTA COUNTY	4.4207140602835%
DODGE COUNTY	0.2213963257778%
DOUGLAS COUNTY	0.6021779472345%
Duluth city	1.1502115379896%
Eagan city	0.3657951576014%
Eden Prairie city	0.2552171572659%
Edina city	0.1973054822135%
FARIBAULT COUNTY	0.2169409335358%
FILLMORE COUNTY	0.2329591105316%
FREEBORN COUNTY	0.3507169823793%
GOODHUE COUNTY	0.5616542387089%

Subdivision	Allocation Percentage
GRANT COUNTY	0.0764556498477%
HENNEPIN COUNTY	19.0624622261821%
HOUSTON COUNTY	0.3099019273452%
HUBBARD COUNTY	0.4582368775192%
Inver Grove Heights city	0.2193400520297%
ISANTI COUNTY	0.7712992707537%
ITASCA COUNTY	1.1406408131328%
JACKSON COUNTY	0.1408950443531%
KANABEC COUNTY	0.3078966749987%
KANDIYOHI COUNTY	0.1581167542252%
KITTSON COUNTY	0.0812834506382%
KOOCHICHING COUNTY	0.2612581865885%
LAC QUI PARLE COUNTY	0.0985665133485%
LAKE COUNTY	0.1827750320696%
LAKE OF THE WOODS COUNTY	0.1123105027592%
Lakeville city	0.2822249627090%
LE SUEUR COUNTY	0.3225703347466%
LINCOLN COUNTY	0.1091919983965%
LYON COUNTY	0.2935118186364%
MAHNOMEN COUNTY	0.1416417687922%
Mankato city	0.3698584320930%
Maple Grove city	0.1814019046900%
Maplewood city	0.1875101678223%
MARSHALL COUNTY	0.1296352091057%
MARTIN COUNTY	0.2543064014046%
MCLEOD COUNTY	0.1247104517575%
MEEKER COUNTY	0.3744031515243%
MILLE LACS COUNTY	0.9301506695846%
Minneapolis city	4.8777618689374%
Minnetonka city	0.1967231070869%
Moorhead city	0.4337377037965%
MORRISON COUNTY	0.7178981419196%
MOWER COUNTY	0.5801769148506%
MURRAY COUNTY	0.1348775389165%
NICOLLET COUNTY	0.1572381052896%
NOBLES COUNTY	0.1562005111775%
NORMAN COUNTY	0.1087596675165%
North St. Paul city	0.0575844069340%
OLMSTED COUNTY	1.9236715094724%
OTTER TAIL COUNTY	0.8336175418789%
PENNINGTON COUNTY	0.3082576394945%
PINE COUNTY	0.5671222706703%

Subdivision	Allocation Percentage
PIPESTONE COUNTY	0.1535154503112%
Plymouth city	0.1762541472591%
POLK COUNTY	0.8654291473909%
POPE COUNTY	0.1870129873102%
Proctor city	0.0214374127881%
RAMSEY COUNTY	7.1081424150498%
RED LAKE COUNTY	0.0532649128178%
REDWOOD COUNTY	0.2809842366614%
RENVILLE COUNTY	0.2706888807449%
RICE COUNTY	0.2674764397830%
Richfield city	0.2534018444052%
Rochester city	0.7363082848763%
ROCK COUNTY	0.2043437335735%
ROSEAU COUNTY	0.2517872793025%
Roseville city	0.1721905548771%
Savage city	0.1883576635033%
SCOTT COUNTY	1.3274301645797%
Shakopee city	0.2879873611373%
SHERBURNE COUNTY	1.2543449471994%
SIBLEY COUNTY	0.2393480708456%
ST LOUIS COUNTY	4.7407767169807%
St. Cloud city	0.7330089009029%
St. Louis Park city	0.1476314588229%
St. Paul city	3.7475206797569%
STEARNS COUNTY	2.4158085321227%
STEELE COUNTY	0.3969975262520%
STEVENS COUNTY	0.1439474275223%
SWIFT COUNTY	0.1344167568499%
TODD COUNTY	0.4180909816781%
TRAVERSE COUNTY	0.0903964133868%
WABASHA COUNTY	0.3103038996965%
WADENA COUNTY	0.2644094336575%
WASECA COUNTY	0.2857912156338%
WASHINGTON COUNTY	3.0852862512586%
WATONWAN COUNTY	0.1475626355615%
WILKIN COUNTY	0.0937962507119%
WINONA COUNTY	0.7755267356126%
Woodbury city	0.4677270171716%
WRIGHT COUNTY	1.6985269385427%
YELLOW MEDICINE COUNTY	0.1742264836427%

AMENDED MINNESOTA OPIOIDS STATE-SUBDIVISION MEMORANDUM OF AGREEMENT

WHEREAS, the State of Minnesota, Minnesota counties and cities, and their people have been harmed by misconduct committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic;

WHEREAS, certain Minnesota counties and cities, through their counsel, and the State, through its Attorney General, are separately engaged in ongoing investigations, litigation, and settlement discussions seeking to hold opioid manufacturers and distributors accountable for the damage caused by their misconduct;

WHEREAS, the State and Local Governments share a common desire to abate and alleviate the impacts of the misconduct described above throughout Minnesota;

WHEREAS, while the State and Local Governments recognize the sums which may be available from the aforementioned litigation will likely be insufficient to fully abate the public health crisis caused by the opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort;

WHEREAS, the investigations and litigation with ~~Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson~~several companies have resulted in National Settlement Agreements with those companies, which the State has already committed to join;

WHEREAS, Minnesota's share of settlement funds from the National Settlement Agreements will be maximized only if all Minnesota counties, and cities of a certain size, participate in the settlements;

WHEREAS, the National Settlement Agreements will set a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of settlement amounts;

WHEREAS, this Amended Memorandum of Agreement is intended to facilitate compliance by the State and by the Local Governments with the terms of the National Settlement Agreements and is intended to serve as a State-Subdivision Agreement under the National Settlement Agreements;

WHEREAS, this Amended Memorandum of Agreement is also intended to serve as a State-Subdivision Agreement under resolutions of claims concerning alleged misconduct in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and Minnesota counties and cities and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement; and

WHEREAS, specifically, this Amended Memorandum of Agreement is intended to serve under the Bankruptcy Resolutions concerning Purdue Pharma ~~and~~, Mallinckrodt, and Endo as a qualifying Statewide Abatement Agreement.

I. Definitions

As used in this MOA (including the preamble above):

"Approved Uses" shall mean forward-looking strategies, programming, and services to abate the opioid epidemic that fall within the list of uses on **Exhibit A.** Consistent with the terms of the National Settlement Agreements and Bankruptcy Resolutions, "Approved Uses" shall include the reasonable administrative expenses associated with overseeing and administering Opioid Settlement Funds. Reimbursement by the State or Local Governments for past expenses are not Approved Uses.

"Backstop Fund" is defined in Section VI.B below.

"Bankruptcy Defendants" mean any Opioid Supply Chain Participants that have filed for federal bankruptcy protection, including, but not limited to, Purdue Pharma L.P. ~~and~~, Mallinckrodt plc, and Endo International plc.

"Bankruptcy Resolution(s)" means resolutions of claims concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic by the Bankruptcy Defendants entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and Minnesota counties and municipalities and allow for the allocation between the state and its political subdivisions to be set through a state-specific agreement.

"Counsel" is defined in Section VI.B below.

"County Area" shall mean a county in the State of Minnesota plus the Local Governments, or portion of any Local Government, within that county.

"Governing Body" means (1) for a county, the county commissioners of the county, and (2) for a municipality, the elected city council or the equivalent legislative body for the municipality.

"Legislative Modification" is defined in Section II.C below.

"Litigating Local Governments" mean a Local Government that filed an opioid lawsuit(s) on or before December 3, 2021, as defined in Section VI.B below.

"Local Abatement Funds" are defined in Section II.B below.

"Local Government" means all ~~counties and cities~~Minnesota political subdivisions within the geographic boundaries of the state of Minnesota.

"MDL Matter" means the matter captioned *In re National Prescription Opiate Litigation*, MDL 2804, pending in the United States District Court for the Northern District of Ohio.

"Memorandum of Agreement" or "MOA" means this agreement, the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement.

"National Settlement Agreements" means ~~the~~ a national opioid settlement agreement~~s~~ with the Parties and one or ~~all of the Settling Defendants~~ more Opioid Supply Chain Participants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic, which includes structural or payment provisions requiring or anticipating the participation of both the State and its political subdivisions in the national opioid settlement agreement and allows for the allocation of Opioid Settlement Funds between the State and its political subdivisions to be set through a state-specific agreement.

"Opioid Settlement Funds" shall mean all funds allocated by the National Settlement Agreements and any Bankruptcy Resolutions to the State and Local Governments for purposes of opioid remediation activities or restitution, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies.

"Opioid Supply Chain Participants" means entities that engage in, ~~or~~ have engaged in, or have provided consultation services regarding the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic, including, but not limited to, Janssen, AmerisourceBergen, Cardinal Health, McKesson, Teva Pharmaceuticals, Allergan plc, CVS Health Corporation, Walgreens Boots Alliance, Inc., and Walmart Inc. "Opioid Supply Chain Participants" also means all ~~including their~~ subsidiaries, affiliates, officers, directors, employees, or agents of such entities.~~, acting in their capacity as such.~~

"Parties" means the State and the Participating Local Governments.

"Participating Local Government" means a ~~county or city~~political subdivision within the geographic boundaries of the State of Minnesota that has signed this Memorandum of Agreement and has executed a release of claims ~~with the Settling Defendants~~ by signing on to the National Settlement Agreements. For the avoidance of doubt, a Local Government must sign this MOA to become a "Participating Local Government."

"Region" is defined in Section II.H below.

~~"Settling Defendants" means Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson, as well as their subsidiaries, affiliates, officers, and directors named in a National Settlement Agreement.~~

"State" means the State of Minnesota by and through its Attorney General, Keith Ellison.

"State Abatement Fund" is defined in Section II.B below.

II. Allocation of Settlement Proceeds

A. Method of distribution. Pursuant to the National Settlement Agreements and any Bankruptcy Resolutions, Opioid Settlement Funds shall be distributed directly to the State and directly to Participating Local Governments in such proportions and for such uses as set forth in this MOA, provided Opioid Settlement Funds shall not be considered funds of the State or any Participating Local Government unless and until such time as each ~~annual~~ distribution is made.

B. Overall allocation of funds. Opioid Settlement Funds will be initially allocated as follows: (i) 25% directly to the State ("State Abatement Fund"), and (ii) 75% directly to abatement funds established by Participating Local Governments ("Local Abatement Funds"). This initial allocation is subject to modification by Sections II.F, II.G, and II.H, below.

C. Statutory change.

1. The Parties agree to work together in good faith to propose and lobby for legislation in the 2022 Minnesota legislative session to modify the distribution of the State's Opiate Epidemic Response Fund under Minnesota Statutes section 256.043, subd. 3(d), so that "50 percent of the remaining amount" is no longer appropriated to county social services, as related to Opioid Settlement Funds that are ultimately placed into the Minnesota Opiate Epidemic Response Fund ("Legislative Modification").[1] Such efforts include, but are not limited to, providing testimony and letters in support of the Legislative Modification.

2. It is the intent of the Parties that the Legislative Modification would affect only the county share under section 256.043, subd. 3(d), and would not impact the provision of funds to tribal social service agencies. Further, it is the intent of the Parties that the Legislative Modification would relate only to disposition of Opioid Settlement Funds and is not predicated on a change to the distribution of the Board of Pharmacy fee revenue that is deposited into the Opiate Epidemic Response Fund.

D. Bill Drafting Workgroup. The Parties will work together to convene a Bill Drafting Workgroup to recommend draft legislation to achieve this Legislative Modification. The Workgroup will meet as often as practicable in December 2021 and January 2022 until recommended language is completed. Invitations to participate in the group shall be extended to the League of Minnesota Cities, the Association of Minnesota Counties, the Coalition of Greater Minnesota Cities, state agencies, the Governor's Office, the Attorney General's Office, the Opioid Epidemic Response Advisory Council, the Revisor's Office, and Minnesota tribal representatives. The Workgroup will host meetings with Members of

[1] It is the intent of the Parties that counties will continue to fund child protection services for children and families who are affected by addiction, in compliance with the Approved Uses in **Exhibit A**.

the Minnesota House of Representatives and Minnesota Senate who have been involved in this matter to assist in crafting a bill draft.

E. No payments until August 1, 2022. The Parties agree to take all steps necessary to ensure that any Opioid Settlement Funds ready for distribution directly to the State and Participating Local Governments under the National Settlement Agreements or Bankruptcy Resolutions are not actually distributed to the Parties until on or after August 1, 2022, in order to allow the Parties to pursue legislative change that would take effect before the Opioid Settlement Funds are received by the Parties. Such steps may include, but are not limited to, the Attorney General's Office delaying its filing of Consent Judgments in Minnesota state court memorializing the National Settlement Agreements. This provision will cease to apply upon the effective date of the Legislative Modification described above, if that date is prior to August 1, 2022.

F. Effect of no statutory change by August 1, 2022. If the Legislative Modification described above does not take effect by August 1, 2022, the allocation between the Parties set forth in Section II.B shall be modified as follows: (i) 40% directly to the State Abatement Fund, and (ii) 60% to Local Abatement Funds. The Parties further agree to discuss potential amendment of this MOA if such legislation does not timely go into effect in accordance with this paragraph.

G. Effect of later statutory change. If the Legislative Modification described above takes effect after August 1, 2022, the allocation between the Parties will be modified as follows: (i) 25% directly to the State Abatement Fund, and (ii) 75% to Local Abatement Funds.

H. Effect of partial statutory change. If any legislative action otherwise modifies or diminishes the direct allocation of Opioid Settlement Funds to Participating Local Governments so that as a result the Participating Local Governments would receive less than 75 percent of the Opioid Settlement Funds (inclusive of amounts received by counties per statutory appropriation through the Minnesota Opiate Epidemic Response Fund), then the allocation set forth in Section II.B will be modified to ensure Participating Local Governments receive 75% of the Opioid Settlement Funds.

I. Participating Local Governments receiving payments. The proportions set forth in **Exhibit B** provide for payments directly to: (i) all Minnesota counties; and (ii) all Minnesota cities that (a) have a population of more than 30,000, based on the United States Census Bureau's Vintage 2019 population totals, (b) have funded or otherwise managed an established health care or treatment infrastructure (e.g., health department or similar agency), or (c) have initiated litigation against ~~the Settling Defendants~~AmerisourceBergen, Cardinal Health, McKesson, or Janssen as of December 3, 2021.

J. Allocation of funds between Participating Local Governments. The Local Abatement Funds shall be allocated to Participating Local Governments in such proportions as set forth in **Exhibit B**, attached hereto and incorporated herein by reference, which is based upon the MDL Matter's Opioid Negotiation Class Model.[2] The proportions shall not change based on population changes during the term of the MOA. However, to the extent required by the terms of the National Settlement Agreements, the proportions set forth in **Exhibit B** must be adjusted: (i) to provide no payment from the National Settlement Agreements to any listed county or municipality that does not participate in the National Settlement Agreements; and (ii) to provide a reduced payment from the National Settlement Agreements to any listed county or city that signs on to the National Settlement Agreements after the Initial Participation Date.

K. Redistribution in certain situations. In the event a Participating Local Government merges, dissolves, or ceases to exist, the allocation percentage for that Participating Local Government shall be redistributed equitably based on the composition of the successor Local Government. In the event an allocation to a Local Government cannot be paid to the Local Government, such unpaid allocations will be allocated to Local Abatement Funds and be distributed in such proportions as set forth in Exhibit B.

L. City may direct payments to county. Any city allocated a share may elect to have its full share or a portion of its full share of current or future annual distributions of settlement funds instead directed to the county or counties in which it is located, so long as that county or counties are Participating Local Governments[s]. ~~Such an election must be made by January 1 each year to apply to the following fiscal year.~~ If a city is located in more than one county, the city's funds will be directed based on the MDL Matter's Opioid Negotiation Class Model.

III. Special Revenue Fund

A. Creation of special revenue fund. Every Participating Local Government receiving Opioid Settlement Funds through direct distribution shall create a separate special revenue fund, as described below, that is designated for the receipt and expenditure of Opioid Settlement Funds.

B. Procedures for special revenue fund. Funds in this special revenue fund shall not be commingled with any other money or funds of the Participating Local Government. The funds in the special revenue fund shall not be used for any loans or pledge of assets, unless the loan or pledge is for an Approved Use. Participating Local Governments may not assign to another entity their rights to receive payments of Opioid Settlement Funds or their responsibilities for funding decisions, except as provided in Section II.L.

[2] More specifically, the proportions in Exhibit B were created based on Exhibit G to the National Settlement Agreements, which in turn was based on the MDL Matter's allocation criteria. Cities under 30,000 in population that had shares under the Exhibit G default allocation were removed and their shares were proportionally reallocated amongst the remaining subdivisions.

C. Process for drawing from special revenue funds.

1. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.

2. The budget or resolution must (i) indicate that it is an authorization for expenditures of opioid settlement funds; (ii) state the specific strategy or strategies the county or city intends to fund, using the item letter and/or number in **Exhibit A** to identify each funded strategy, if applicable; and (iii) state the amount dedicated to each strategy for a stated period of time.

D. Local government grantmaking. Participating Local Governments may make contracts with or grants to a nonprofit, charity, or other entity with Opioid Settlement Funds.

E. Interest earned on special revenue fund. The funds in the special revenue fund may be invested, consistent with the investment limitations for local governments, and may be placed in an interest-bearing bank account. Any interest earned on the special revenue funds must be used in a way that is consistent with this MOA.

IV. Opioid Remediation Activities

A. Limitation on use of funds. This MOA requires that Opioid Settlement Funds be utilized only for future opioid remediation activities, and Parties shall expend Opioid Settlement Funds only for Approved Uses and for expenditures incurred after the effective date of this MOA, unless execution of the National Settlement Agreements requires a later date. Opioid Settlement Funds cannot be used to pay litigation costs, expenses, or attorney fees arising from the enforcement of legal claims related to the opioid epidemic, except for the portion of Opioid Settlement Funds that comprise the Backstop Fund described in Section VI. For the avoidance of doubt, counsel for Litigating Local Governments may recover litigation costs, expenses, or attorney fees from the common benefit, contingency fee, and cost funds established in the National Settlement Agreements, as well as the Backstop Fund described in Section VI.

B. Public health departments as Chief Strategists. For Participating Local Governments that have public health departments, the public health departments shall serve as the lead agency and Chief Strategist to identify, collaborate, and respond to local issues as Local Governments decide how to leverage and disburse Opioid Settlement Funds. In their role as Chief Strategist, public health departments will convene multi-sector meetings and lead efforts that build upon local efforts like Community Health Assessments and Community Health Improvement Plans, while fostering community focused and collaborative evidence-informed approaches that prevent and address addiction across the areas of public health, human services, and public safety. Chief Strategists should consult with municipalities located within their county in the development of any Community Health

Assessment, and are encouraged to collaborate with law enforcement agencies in the county where appropriate.

C. Administrative expenses. Reasonable administrative costs for the State or Local Government to administer its allocation of the Opioid Settlement Funds shall not exceed actual costs, 10% of the relevant allocation of the Opioid Settlement Funds, or any administrative expense limitation imposed by the National Settlement Agreements or Bankruptcy Resolution, whichever is less.

D. Regions. Two or more Participating Local Governments may at their discretion form a new group or utilize an existing group ("Region") to pool their respective shares of settlement funds and make joint spending decisions. Participating Local Governments may choose to create a Region or utilize an existing Region under a joint exercise of powers under Minn. Stat. § 471.59.

E. Consultation and partnerships.

1. Each county receiving Opioid Settlement Funds must consult annually with the municipalities in the county regarding future use of the settlement funds in the county, including by holding an annual meeting with all municipalities in the county in order to receive input as to proposed uses of the Opioid Settlement Funds and to encourage collaboration between Local Governments both within and beyond the county. These meetings shall be open to the public.

2. Participating Local Governments within the same County Area have a duty to regularly consult with each other to coordinate spending priorities.

3. Participating Local Governments can form partnerships at the local level whereby Participating Local Governments dedicate a portion of their Opioid Settlement Funds to support city- or community-based work with local stakeholders and partners within the Approved Uses.

F. Collaboration. The State and Participating Local Governments must collaborate to promote effective use of Opioid Settlement Funds, including through the sharing of expertise, training, and technical assistance. They will also coordinate with trusted partners, including community stakeholders, to collect and share information about successful regional and other high-impact strategies and opioid treatment programs.

V. Reporting and Compliance

A. Construction of reporting and compliance provisions. Reporting and compliance requirements will be developed and mutually agreed upon by the Parties, utilizing the recommendations provided by the Advisory Panel to the Attorney General on Distribution and Allocation of Opioid Settlement Funds.

B. Reporting Workgroup. The Parties will work together to establish a Reporting Workgroup that includes representatives of the Attorney General's Office, state stakeholders, and city and county representatives, who will meet on a regular basis to develop reporting and compliance recommendations. The Reporting Workgroup must produce a set of reporting and compliance measures by June 1, 2022. Such reporting and compliance measures will be effective once approved by representatives of the Attorney General's Office, the Governor's Office, the Association of Minnesota Counties, and the League of Minnesota Cities that are on the Workgroup.

C. Application of Reporting Addendum and State Law. The requirements of the Reporting and Compliance Addendum agreed to by the Minnesota Governor's Office, the Minnesota Attorney General's Office, the Association of Minnesota Counties, the League of Minnesota Cities, and members of the Minnesota Opioid Epidemic Response Advisory Council, as well as the requirements of Minnesota Statutes section 256.042, subdivision 5(d), apply to Local Governments receiving Opioid Settlement Funds under National Settlement Agreements and Bankruptcy Resolutions within the scope of this MOA.

VI. Backstop Fund

A. National Attorney Fee Fund. When ~~T~~the National Settlement Agreements provide for the payment of all or a portion of the attorney fees and costs owed by Litigating Local Governments to private attorneys specifically retained to file suit in the opioid litigation ("National Attorney Fee Fund"), t~~. T~~he Parties acknowledge that the National Settlement Agreements may provide for a portion of the attorney fees of Litigating Local Governments.

B. Backstop Fund and Waiver of Contingency Fee. The Parties agree that the Participating Local Governments will create a supplemental attorney fees fund (the "Backstop Fund") to be used to compensate private attorneys ("Counsel") for Local Governments that filed opioid lawsuits on or before December 3, 2021 ("Litigating Local Governments"). By order[3] dated August 6, 2021, Judge Polster capped all applicable contingent fee agreements at 15%. Judge Polster's 15% cap does not limit fees from the National Attorney Fee Fund or from any state backstop fund for attorney fees, but private attorneys for local governments must waive their contingent fee agreements to receive payment from the National Attorney Fee Fund. Judge Polster recognized that a state backstop fund can be designed to incentivize private attorneys to waive their right to enforce contingent fee agreements and instead apply to the National Attorney Fee Fund, with the goals of achieving greater subdivision participation and higher ultimate payouts to both states and local governments. Accordingly, in order to seek payment from the Backstop Fund, Counsel must agree to waive their contingency fee agreements relating to these National Settlement Agreements and first apply to the National Attorney Fee Fund.

[3] Order, In re: Nat'l Prescription Opiate Litig., Case No. 17-MD-02804, Doc. No. 3814 (N.D. Ohio August 6, 2021).

C. Backstop Fund Source. The Backstop Fund will be funded by seven percent (7%) of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the initial allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, and will not include payments resulting from the Purdue, ~~or~~ Mallinckrodt, or Endo Bankruptcies. In the event that the initial allocation is modified pursuant to Section II.F. above, then the Backstop Fund will be funded by 8.75% of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the modified allocation of 40% directly to the State Abatement Fund and 60% directly to the Local Abatement Funds, and will not include payments resulting from the Purdue, ~~or~~ Mallinckrodt, or Endo Bankruptcies. In the event that the allocation is modified pursuant to Section II.G. or Section II.H. above, back to an allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, then the Backstop Fund will be funded by 7% of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), and will not include payments resulting from the Purdue, ~~or~~ Mallinckrodt, or Endo Bankruptcies.

D. Backstop Fund Payment Cap. Any attorney fees paid from the Backstop Fund, together with any compensation received from the National Settlement Agreements' Contingency Fee Fund, shall not exceed 15% of the total gross recovery of the Litigating Local Governments' share of funds from the National Settlement Agreements. To avoid doubt, in no instance will Counsel receive more than 15% of the amount paid to their respective Litigating Local Government client(s) when taking into account what private attorneys receive from both the Backstop Fund and any fees received from the National Settlement Agreements' Contingency Fee Fund.

E. Requirements to Seek Payment from Backstop Fund. A private attorney may seek payment from the Backstop Fund in the event that funds received by Counsel from the National Settlement Agreements' Contingency Fee Fund are insufficient to cover the amount that would be due to Counsel under any contingency fee agreement with a Litigating Local Government based on any recovery Litigating Local Governments receive from the National Settlement Agreements. Before seeking any payment from the Backstop Fund, private attorneys must certify that they first sought fees from the National Settlement Agreements' Contingency Fee Fund, and must certify that they agreed to accept the maximum fees payments awarded to them. Nothing in this Section, or in the terms of this Agreement, shall be construed as a waiver of fees, contractual or otherwise, with respect to fees that may be recovered under a contingency fee agreement or otherwise from other past or future settlements, verdicts, or recoveries related to the opioid litigation.

F. Special Master. A special master will administer the Backstop Fund, including overseeing any distribution, evaluating the requests of Counsel for payment, and determining the appropriate amount of any payment from the Backstop Fund. The special master will be selected jointly by the Minnesota Attorney General and the Hennepin County Attorney, and will be one of the following individuals: Hon. Jeffrey Keyes, Hon. David Lillehaug; or Hon. Jack Van de North. The special master will be compensated from the Backstop Fund. In the event that a successor special master is needed, the Minnesota Attorney General and the Hennepin County Attorney will jointly select the successor special master from the above-listed individuals. If none of the above-listed individuals is available to serve as the successor special master, then the Minnesota Attorney General and the Hennepin County Attorney will jointly select a successor special master from a list of individuals that is agreed upon between the Minnesota Attorney General, the Hennepin County Attorney, and Counsel.

G. Special Master Determinations. The special master will determine the amount and timing of any payment to Counsel from the Backstop Fund. The special master shall make one determination regarding payment of attorney fees to Counsel, which will apply through the term of the recovery from the National Settlement Agreements. In making such determinations, the special master shall consider the amounts that have been or will be received by the private attorney's firm from the National Settlement Agreements' Contingency Fee Fund relating to Litigating Local Governments; the contingency fee contracts; the dollar amount of recovery for Counsel's respective clients who are Litigating Local Governments; the Backstop Fund Payment Cap above; the complexity of the legal issues involved in the opioid litigation; work done to directly benefit the Local Governments within the State of Minnesota; and the principles set forth in the Minnesota Rules of Professional Conduct, including the reasonable and contingency fee principles of Rule 1.5. In the interest of transparency, Counsel shall provide information in their initial fee application about the total amount of fees that Counsel have received or will receive from the National Attorney Fee Fund related to the Litigating Local Governments.

H. Special Master Proceedings. Counsel seeking payment from the Backstop Fund may also provide written submissions to the special master, which may include declarations from counsel, summaries relating to the factors described above, and/or attestation regarding total payments awarded or anticipated from the National Settlement Agreements' Contingency Fee Fund. Private attorneys shall not be required to disclose work product, proprietary or confidential information, including but not limited to detailed billing or lodestar records. To the extent that counsel rely upon written submissions to support their application to the special master, the special master will incorporate said submission or summary into the record. Any proceedings before the special master and documents filed with the special master shall be public, and the special master's determinations regarding any payment from the Backstop Funds shall be transparent, public, final, and not appealable.

I. Distribution of Any Excess Funds. To the extent the special master determines that the Backstop Fund exceeds the amount necessary for payment to Counsel, the special master shall distribute any excess amount to Participating Local Governments according to the percentages set forth in **Exhibit B**.

J. Term. The Backstop Fund will be administered for (a) the length of the National Litigation Settlement Agreements' payments; or (b) until all Counsel for Litigating Local Governments have either (i) received payments equal to the Backstop Fund Payment Cap above or (ii) received the full amount determined by the special master; whichever occurs first.

K. No State Funds Toward Attorney Fees. For the avoidance of doubt, no portion of the State Abatement Fund will be used to fund the Backstop Fund or in any other way to fund any Litigating Local Government's attorney fees and expenses. Any funds that the State receives from the National Settlement Agreements as attorney fees and costs or in lieu of attorney fees and costs, including the Additional Restitution Amounts, will be treated as State Abatement Funds.

VII. General Terms

A. Scope of agreement.

1. This MOA applies to ~~all settlements under~~ the National Settlement Agreements ~~with Settling Defendants~~ and the Bankruptcy Resolutions ~~with Bankruptcy Defendants~~.[4]

2. This MOA will also apply to future National Settlement Agreements and Bankruptcy Resolutions with Opioid Supply Chain Participants that include structural or payment provisions requiring or anticipating the participation of both the State and its political subdivisions, and allows for the allocation between the State and its political subdivisions to be set through a state-specific agreement.

~~2.~~3. ~~The Parties agree to discuss the use, as the Parties may deem appropriate in the future, of the settlement terms set out herein (after any necessary amendments) for resolutions with Opioid Supply Chain Participants not covered by the National Settlement Agreements or a Bankruptcy Resolution.~~ The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of the National Settlement Agreements or any Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.

B. When MOA takes effect.

1. This MOA shall become effective at the time a sufficient number of Local Governments have joined the MOA to qualify this MOA as a State-Subdivision Agreement under the National Settlement Agreements or as a Statewide Abatement Agreement under any Bankruptcy Resolution. If this MOA does not thereby qualify as a State-Subdivision Agreement or Statewide Abatement Agreement, this MOA will have no effect.

2. The Parties may conditionally agree to sign on to the MOA through a letter of intent, resolution, or similar written statement, declaration, or pronouncement declaring their intent to sign on to the MOA if the threshold for Party participation in a specific Settlement is achieved.

[4] For the avoidance of doubt, this includes settlements reached with AmerisourceBergen, Cardinal Health, ~~and~~ McKesson, ~~and~~ Janssen, Teva Pharmaceuticals, Allergan plc, CVS Health Corporation, Walgreens Boots Alliance, Inc., and Walmart Inc., and Bankruptcy Resolutions involving Purdue Pharma L.P., ~~and~~ Mallinckrodt plc, and Endo International plc.

C. Dispute resolution.

1. If any Party believes another Party has violated the terms of this MOA, the alleging Party may seek to enforce the terms of this MOA in Ramsey County District Court, provided the alleging Party first provides notice to the alleged offending Party of the alleged violation and a reasonable opportunity to cure the alleged violation.

2. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters.

3. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds violated any Minnesota criminal law, such conduct shall be reported to the appropriate criminal authorities.

D. Amendments. The Parties agree to make such amendments as necessary to implement the intent of this MOA.

E. Applicable law and venue. Unless otherwise required by the National Settlement Agreements or a Bankruptcy Resolution, this MOA, including any issues related to interpretation or enforcement, is governed by the laws of the State of Minnesota. Any action related to the provisions of this MOA must be adjudicated by the Ramsey County District Court. If any provision of this MOA is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.

F. Relationship of this MOA to other agreements and resolutions. All Parties acknowledge and agree that the National Settlement Agreements will require a Participating Local Government to release all its claims as provided in the National Settlement Agreements ~~against the Settling Defendants~~ to receive direct allocation of Opioid Settlement Funds. All Parties further acknowledge and agree that based on the terms of the National Settlement Agreements, a Participating Local Government may receive funds through this MOA only after complying with all requirements set forth in the National Settlement Agreements to release its claims. This MOA is not a promise from any Party that any National Settlement Agreements or Bankruptcy Resolution will be finalized or executed.

G. When MOA is no longer in effect. This MOA is effective until one year after the last date on which any Opioid Settlement Funds are being spent by the Parties pursuant to the National Settlement Agreements and any Bankruptcy Resolution.

H. No waiver for failure to exercise. The failure of a Party to exercise any rights under this MOA will not be deemed to be a waiver of any right or any future rights.

I. No effect on authority of Parties. Nothing in this MOA should be construed to limit the power or authority of the State of Minnesota, the Attorney General, or the Local Governments, except as expressly set forth herein.

J. Signing and execution. This MOA may be executed in counterparts, each of which constitutes an original, and all of which constitute one and the same agreement. This MOA may be executed by facsimile or electronic copy in any image format. Each Party represents that all procedures necessary to authorize such Party's execution of this MOA have been performed and that the person signing for such Party has been authorized to execute the MOA in an official capacity that binds the Party.

This **Amended Minnesota Opioids State-Subdivision Memorandum of Agreement** is signed this ___day of ____________, ______ by:

____

Name and Title: ________________________________

On behalf of: __________________________________

EXHIBIT A

List of Opioid Remediation Uses

Settlement fund recipients shall choose from among abatement strategies, including but not limited to those listed in this Exhibit. The programs and strategies listed in this Exhibit are not exclusive, and fund recipients shall have flexibility to modify their abatement approach as needed and as new uses are discovered.

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder ("*OUD*") and any co-occurring Substance Use Disorder or Mental Health ("*SUD/MH*") conditions through evidence-based or evidence-informed programs[5] or strategies that may include, but are not limited to, those that:[6]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication for Opioid Use Disorder ("MOUD")[7] approved by the U.S. Food and Drug Administration, including by making capital expenditures to purchase, rehabilitate, or expand facilities that offer treatment.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine ("*ASAM*") continuum of care for OUD and any co-occurring SUD/MH conditions.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MOUD, as well as counseling, psychiatric support, and other treatment and recovery support services.

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[5] Use of the terms "evidence-based," "evidence-informed," or "best practices" shall not limit the ability of recipients to fund innovative services or those built on culturally specific needs. Rather, recipients are encouraged to support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions.

[6] As used in this Exhibit, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

[7] Historically, pharmacological treatment for opioid use disorder was referred to as "Medication-Assisted Treatment" ("MAT"). It has recently been determined that the better term is "Medication for Opioid Use Disorder" ("MOUD"). This Exhibit will use "MOUD" going forward. Use of the term MOUD is not intended to and shall in no way limit abatement programs or strategies now or into the future as new strategies and terminology evolve.

4. Improve oversight of Opioid Treatment Programs ("*OTPs*") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for people with OUD and any co-occurring SUD/MH conditions, including but not limited to medical detox, referral to treatment, or connections to other services or supports.

8. Provide training on MOUD for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH or mental health conditions.

10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Offer scholarships and supports for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, licensed mental health counselors, and other mental and behavioral health practitioners or workers, including peer recovery coaches, peer recovery supports, and treatment coordinators, involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, continuing education, licensing fees, or other incentives for providers to work in rural or underserved areas.

12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("*DATA 2000*") to prescribe MOUD for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.

14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including but not limited to new Americans, African Americans, and American Indians.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. <u>CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)</u>

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (“SBIRT”) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MOUD in hospital emergency departments.

6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MOUD, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

    1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("*PAARI*");

2. Active outreach strategies such as the Drug Abuse Response Team ("*DART*") model;

3. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("*LEAD*") model;

5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MOUD, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions ("*CTI*"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF THE PERINATAL POPULATION, CAREGIVERS, AND FAMILIES, INCLUDING BABIES WITH NEONATAL OPIOID WITHDRAWAL SYNDROME.

Address the needs of the perinatal population and caregivers with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal opioid withdrawal syndrome ("*NOWS*"), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MOUD, recovery services and supports, and prevention services for the perinatal population—or individuals who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to caregivers and families affected by Neonatal Opioid Withdrawal Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MOUD, for uninsured individuals with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Provide training for obstetricians or other healthcare personnel who work with the perinatal population and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NOWS babies; expand services for better continuum of care with infant-caregiver dyad; and expand long-term treatment and services for medical monitoring of NOWS babies and their caregivers and families.

5. Provide training to health care providers who work with the perinatal population and caregivers on best practices for compliance with federal requirements that children born with NOWS get referred to appropriate services and receive a plan of safe care.

6. Provide child and family supports for caregivers with OUD and any co-occurring SUD/MH conditions, emphasizing the desire to keep families together.

7. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

8. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.

9. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children

being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("*PDMPs*"), including, but not limited to, improvements that:

    1. Increase the number of prescribers using PDMPs;

    2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

    3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MOUD referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increasing electronic prescribing to prevent diversion or forgery.

8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse, including but not limited to focusing on risk factors and early interventions.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Funding community anti-drug coalitions that engage in drug prevention efforts.

6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("*SAMHSA*").

7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health

workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities providing free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Law enforcement expenditures related to the opioid epidemic.

2. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

3. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

5. Support multidisciplinary collaborative approaches consisting of, but not limited to, public health, public safety, behavioral health, harm reduction, and others at the state, regional, local, nonprofit, and community level to maximize collective impact.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("*ADAM*") system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MOUD and their association with treatment engagement and treatment outcomes.

M. POST-MORTEM

1. Toxicology tests for the range of opioids, including synthetic opioids, seen in overdose deaths as well as newly evolving synthetic opioids infiltrating the drug supply.

2. Toxicology method development and method validation for the range of synthetic opioids observed now and in the future, including the cost of installation, maintenance, repairs and training of capital equipment.

3. Autopsies in cases of overdose deaths resulting from opioids and synthetic opioids.

4. Additional storage space/facilities for bodies directly related to opioid or synthetic opioid related deaths.

5. Comprehensive death investigations for individuals where a death is caused by or suspected to have been caused by an opioid or synthetic opioid overdose, whether intentional or accidental (overdose fatality reviews).

6. Indigent burial for unclaimed remains resulting from overdose deaths.

7. Navigation-to-care services for individuals with opioid use disorder who are encountered by the medical examiner's office as either family and/or social network members of decedents dying of opioid overdose.

8. Epidemiologic data management and reporting to public health and public safety stakeholders regarding opioid overdose fatalities.

EXHIBIT B

Local Abatement Funds Allocation

Subdivision	Allocation Percentage
AITKIN COUNTY	0.5760578506020%
Andover city	0.1364919450741%
ANOKA COUNTY	5.0386504680954%
Apple Valley city	0.2990817344560%
BECKER COUNTY	0.6619330684437%
BELTRAMI COUNTY	0.7640787092763%
BENTON COUNTY	0.6440948102319%
BIG STONE COUNTY	0.1194868774775%
Blaine city	0.4249516912759%
Bloomington city	0.4900195550092%
BLUE EARTH COUNTY	0.6635420704652%
Brooklyn Center city	0.1413853902225%
Brooklyn Park city	0.2804136234778%
BROWN COUNTY	0.3325325415732%
Burnsville city	0.5135361296508%
CARLTON COUNTY	0.9839591749060%
CARVER COUNTY	1.1452829659572%
CASS COUNTY	0.8895681513437%
CHIPPEWA COUNTY	0.2092611794436%
CHISAGO COUNTY	0.9950193750117%
CLAY COUNTY	0.9428475281726%
CLEARWATER COUNTY	0.1858592042741%
COOK COUNTY	0.1074594959729%
Coon Rapids city	0.5772642444915%
Cottage Grove city	0.2810994719143%
COTTONWOOD COUNTY	0.1739065270025%
CROW WING COUNTY	1.1394859174804%
DAKOTA COUNTY	4.4207140602835%
DODGE COUNTY	0.2213963257778%
DOUGLAS COUNTY	0.6021779472345%
Duluth city	1.1502115379896%
Eagan city	0.3657951576014%
Eden Prairie city	0.2552171572659%
Edina city	0.1973054822135%
FARIBAULT COUNTY	0.2169409335358%
FILLMORE COUNTY	0.2329591105316%
FREEBORN COUNTY	0.3507169823793%
GOODHUE COUNTY	0.5616542387089%

Subdivision	Allocation Percentage
GRANT COUNTY	0.0764556498477%
HENNEPIN COUNTY	19.0624622261821%
HOUSTON COUNTY	0.3099019273452%
HUBBARD COUNTY	0.4582368775192%
Inver Grove Heights city	0.2193400520297%
ISANTI COUNTY	0.7712992707537%
ITASCA COUNTY	1.1406408131328%
JACKSON COUNTY	0.1408950443531%
KANABEC COUNTY	0.3078966749987%
KANDIYOHI COUNTY	0.1581167542252%
KITTSON COUNTY	0.0812834506382%
KOOCHICHING COUNTY	0.2612581865885%
LAC QUI PARLE COUNTY	0.0985665133485%
LAKE COUNTY	0.1827750320696%
LAKE OF THE WOODS COUNTY	0.1123105027592%
Lakeville city	0.2822249627090%
LE SUEUR COUNTY	0.3225703347466%
LINCOLN COUNTY	0.1091919983965%
LYON COUNTY	0.2935118186364%
MAHNOMEN COUNTY	0.1416417687922%
Mankato city	0.3698584320930%
Maple Grove city	0.1814019046900%
Maplewood city	0.1875101678223%
MARSHALL COUNTY	0.1296352091057%
MARTIN COUNTY	0.2543064014046%
MCLEOD COUNTY	0.1247104517575%
MEEKER COUNTY	0.3744031515243%
MILLE LACS COUNTY	0.9301506695846%
Minneapolis city	4.8777618689374%
Minnetonka city	0.1967231070869%
Moorhead city	0.4337377037965%
MORRISON COUNTY	0.7178981419196%
MOWER COUNTY	0.5801769148506%
MURRAY COUNTY	0.1348775389165%
NICOLLET COUNTY	0.1572381052896%
NOBLES COUNTY	0.1562005111775%
NORMAN COUNTY	0.1087596675165%
North St. Paul city	0.0575844069340%
OLMSTED COUNTY	1.9236715094724%
OTTER TAIL COUNTY	0.8336175418789%
PENNINGTON COUNTY	0.3082576394945%
PINE COUNTY	0.5671222706703%

Subdivision	Allocation Percentage
PIPESTONE COUNTY	0.1535154503112%
Plymouth city	0.1762541472591%
POLK COUNTY	0.8654291473909%
POPE COUNTY	0.1870129873102%
Proctor city	0.0214374127881%
RAMSEY COUNTY	7.1081424150498%
RED LAKE COUNTY	0.0532649128178%
REDWOOD COUNTY	0.2809842366614%
RENVILLE COUNTY	0.2706888807449%
RICE COUNTY	0.2674764397830%
Richfield city	0.2534018444052%
Rochester city	0.7363082848763%
ROCK COUNTY	0.2043437335735%
ROSEAU COUNTY	0.2517872793025%
Roseville city	0.1721905548771%
Savage city	0.1883576635033%
SCOTT COUNTY	1.3274301645797%
Shakopee city	0.2879873611373%
SHERBURNE COUNTY	1.2543449471994%
SIBLEY COUNTY	0.2393480708456%
ST LOUIS COUNTY	4.7407767169807%
St. Cloud city	0.7330089009029%
St. Louis Park city	0.1476314588229%
St. Paul city	3.7475206797569%
STEARNS COUNTY	2.4158085321227%
STEELE COUNTY	0.3969975262520%
STEVENS COUNTY	0.1439474275223%
SWIFT COUNTY	0.1344167568499%
TODD COUNTY	0.4180909816781%
TRAVERSE COUNTY	0.0903964133868%
WABASHA COUNTY	0.3103038996965%
WADENA COUNTY	0.2644094336575%
WASECA COUNTY	0.2857912156338%
WASHINGTON COUNTY	3.0852862512586%
WATONWAN COUNTY	0.1475626355615%
WILKIN COUNTY	0.0937962507119%
WINONA COUNTY	0.7755267356126%
Woodbury city	0.4677270171716%
WRIGHT COUNTY	1.6985269385427%
YELLOW MEDICINE COUNTY	0.1742264836427%

Resolution Authorizing Waconia city Staff to Execute All Necessary Documents to Ensure Waconia city Participation in the Multistate Settlements Relating to Opioid Supply Chain Participants, and in the Minnesota Opioids State-Subdivision Memorandum of Agreement.

WHEREAS, the State of Minnesota and numerous Minnesota cities and counties are engaged in nationwide civil litigation against opioid supply chain participants related to the opioid crisis; and

WHEREAS, the Minnesota Attorney General has signed on to multistate settlement agreements with several opioid supply chain participants, but those settlement agreements are still subject to sign-on by local governments and final agreement by the companies and approval by the courts; and

WHEREAS, for the April 2023 agreements there is a deadline of April, 18 2023, for a sufficient threshold of Minnesota cities and counties to sign on to the above-referenced multistate settlement agreements, and failure to timely sign on may diminish the amount of funds received by not only that city or county but by all Minnesota cities and counties from the settlement funds; and

WHEREAS, representatives of Minnesota's local governments, the Office of the Attorney General, and the State of Minnesota have reached agreement on the intrastate allocation of these settlement funds between the State, and the counties and cities, as well as the permissible uses of these funds, which will be memorialized in the Minnesota Opioids State-Subdivision Memorandum of Agreement, as amended (the "State-Subdivision Agreement"); and

WHEREAS, the State-Subdivision Agreement creates an opportunity for local governments and the State to work collaboratively on a unified vision to deliver a robust abatement and remediation plan to address the opioid crisis in Minnesota;

NOW, THEREFORE, BE IT RESOLVED, Waconia city supports and agrees to the State-Subdivision Agreement; and

BE IT FURTHER RESOLVED, Waconia city supports and opts in to the April 2023 multistate agreement and all future multistate settlement agreements with opioid supply chain participants; and

BE IT FURTHER RESOLVED, Waconia city authorizes city staff to execute all necessary documents to ensure Waconia city participation in the multistate settlement agreements, including Participation Agreement(s) and accompanying Release(s), and the State-Subdivision Agreement(s), unless and until such authority is revoked.

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

[ ] Yes [ ] No

Governmental Entity: Waconia city	State: MN
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Allergan Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.

2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.

3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.

4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.

5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.

8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.

9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.

11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Waconia city	State: MN
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Teva Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.

2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.

3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.

4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.

5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.

8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.

9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entitles and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.

11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: ____________________________________

Name: ____________________________________

Title: ____________________________________

Date: ____________________________________

EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

[ ] Yes [ ] No

Governmental Entity: Waconia city	State: MN
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.

7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.

10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.

11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: ___________________________________

Name: ___________________________________

Title: ___________________________________

Date: ___________________________________

EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

[ ] Yes [ ] No

Governmental Entity: Waconia city	State: MN
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*Walgreens Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.

7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.

10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: ________________________________

Name: ________________________________

Title: ________________________________

Date: ________________________________

EXHIBIT K

Subdivision Participation Form

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

[ ] Yes [ ] No

Governmental Entity: Waconia city	State: MN
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com/.

3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.

7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 17, 2023
Item Name:	Resignation of Park Maintenance Worker and Authorization of Recruitment
Originating Department:	Administration
Presented by:	Jackie Schulze
Previous Council Action (if any):	

Item Type (X only one):	Consent	X	Regular Session		Discussion Session	

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Adopt Resolution 2023-96, Accepting Resignation of Park Maintenance Worker and Authorizing Recruitment for Position.

EXPLANATION OF AGENDA ITEM *(Include a description of background, benefits, and recommendations.)*

Ryan Jacobs, Park Maintenance Worker, has submitted his voluntary resignation from employment with the City of Waconia to be effective April 20, 2023. We thank Ryan for his years of service to the City of Waconia and wish him well on his new endeavor.

City Staff ask that the City Council accept the resignation of Ryan Jacobs and authorize recruitment for his replacement.

Attachments:

1. 2396res_Park_Maintenance_Resignation_Authorize_Recruitment.docx

FINANCIAL IMPLICATIONS:
Funding Sources & Uses:

Budget Information:
X Budgeted
Non Budgeted
Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Planning Commission	
Parks and Recreation Board	
Safari Island Advisory Board	
Other	

CITY OF WACONIA
RESOLUTION NO. 2023 - 96

RESOLUTION ACCEPTING VOLUNTARY RESIGNATION OF PARK MAINTENANCE WORKER

WHEREAS, the City has received the voluntary resignation of Park Maintenance Worker Ryan Jacobs; and

WHEREAS, the City has received this notice in accordance with its personnel policies to be effective April 20, 2023; and

WHEREAS, the City would like to immediately recruit and fill this position; and

NOW, THEREFORE, BE IT RESOLVED, that**,** the City Council hereby accepts the resignation of Ryan Jacobs and authorizes recruitment for a Park Maintenance Worker position.

Adopted by the City Council of the City of Waconia this 17th day of April, 2023.

____
Nicole Waldron, Mayor

Attest: __________________________________
Jackie Schulze, City Clerk

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 17, 2023
Item Name:	Authorize Hire for Maintenance Supervisor - Parks
Originating Department:	Administration
Presented by:	Jackie Schulze
Previous Council Action (if any):	February 21, 2023: Authorize Recruitment for Park Maintenance Supervisor

Item Type (X only one):	Consent	X	Regular Session		Discussion Session	

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Adopt Resolution 2023-97 Approving Hire for Maintenance Supervisor - Parks.

EXPLANATION OF AGENDA ITEM *(Include a description of background, benefits, and recommendations.)*

In February, the City Council authorized staff to recruit for the vacant Park Maintenance Supervisor position. We received 14 applications for this position and interviewed six candidates. Following the interviews, staff recommend the appointment of Michael Mawdsley to the position of Park Maintenance Supervisor.

Michael comes with previous experience working for the City of Edina's Park Maintenance team, as well as several years carpentry and plumbing experience. He will start at Step 5 on the Maintenance Supervisor pay scale, receive 40 hours of PTO, and accrue PTO at the 6.93 accrual rate.

Michael's appointment is contingent on the successful completion and City's evaluation of a background check, physical, and driving check, which are all currently taking place.

We are looking at either May 1 or May 8 as a start date, depending on when the background items are returned.

Attachments:

1. 2397res_Appointment_of_Park_Maintenance_Supervisor.docx

FINANCIAL IMPLICATIONS:
Funding Sources & Uses:

Budget Information:
X Budgeted
___ Non Budgeted
___ Amendment Required

ADVISORY BOARD RECOMMENDATIONS:
Personnel Committee - Recommend

Planning Commission	
Parks and Recreation Board	
Safari Island Advisory Board	
Other	

CITY OF WACONIA
RESOLUTION NO. 2023 - 97

RESOLUTION AUTHORIZING
MAINTENANCE SUPERVISOR - PARKS

WHEREAS, on February 21, the City Council authorized the recruitment for the Park Maintenance Supervisor position; and

WHEREAS, the City recently completed recruitment for this position, receiving 14 applications and interviewing six candidates; and

WHEREAS, staff recommend the appointment of Mike Mawdsley to this position;

WHEREAS, Mike will start at Step 5 on the Maintenance Supervisor pay scale, receive 40 hours of PTO, and accrue PTO at 6.93 hour rate; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Waconia authorizes the hire of Mike Mawdsley, effective May 1, 2023.

Adopted by the City Council of the City of Waconia this 17th day of April, 2023.

____
Nicole Waldron, Mayor

ATTEST: ____________________________________
Jackie Schulze, City Clerk

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 17, 2023
Item Name:	Authorize Approval of Sale or Disposal of Surplus Equipment
Originating Department:	Finance
Presented by:	Nicole Meyer
Previous Council Action (if any):	

Item Type (X only one):	Consent	X	Regular Session		Discussion Session	

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Adopt Resolution 2023-98, Authorize Approval of Sale or Disposal of Surplus Equipment

EXPLANATION OF AGENDA ITEM *(Include a description of background, benefits, and recommendations.)*

City staff have reviewed inventory and items in storage at the Public Services and Safari Island Community Center. Staff is requesting this equipment be deemed surplus equipment and be sold or properly disposed of.

- 2 - Hanging Cabinets & Files
- 1 - Gas Powered Leaf Blower
- 1 - Welding Torch Kit

The City utilizes Jeff Martin Auctioneers, Inc. for the sale of these types of items along with general postings at City Hall. The equipment is listed at the lowest price the City will accept and people can bid on the item. The equipment is then sold to the highest bidder. Funds from the sale will be recognized in the correlating departments operating fund as reimbursement revenue.

Attachments:

1. 2398res_Surplus_Equipment.doc

FINANCIAL IMPLICATIONS:

Funding Sources & Uses:
General Fund - Streets (101) and Safari Island Community Center (231)

Budget Information:

____ Budgeted
X Non Budgeted
____ Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Planning Commission	
Parks and Recreation Board	
Safari Island Advisory Board	
Other	

CITY OF WACONIA
RESOLUTION NO. 2023-98

RESOLUTION AUTHORIZING APPROVAL OF SALE OR DISPOSAL OF SURPLUS EQUIPMENT

WHEREAS, Safari Island and Public Services staff cleared from storage equipment and materials no longer in use for operations; and

WHEREAS, the list of surplus equipment includes the following:

2 – Hanging Cabinets & Files
1 – Gas Powered Leaf Blower
1 – Welding Torch Kit

WHEREAS, funds received for the equipment with saleable value will be recognized in the Streets and Safari Island Department operating funds as reimbursement revenue; and

WHEREAS, equipment that cannot be sold will be properly disposed of by City staff.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby declares the equipment listed as surplus equipment and authorizes its sale or disposal as determined by City staff.

Adopted by the City Council of the City of Waconia this 17th day of April, 2023.

____
Nicole Waldron, Mayor

Attest: ____________________________
Jacqueline Schulze, City Clerk

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 17, 2023
Item Name:	Special Event Permit - Tour De Tonka
Originating Department:	Administration
Presented by:	Shane Fineran
Previous Council Action (if any):	

Item Type (X only one):	Consent	X	Regular Session		Discussion Session	

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Adopt Resolution 2023-99, Approving Special Event Permit for Tour de Tonka

EXPLANATION OF AGENDA ITEM *(Include a description of background, benefits, and recommendations.)*

Zach Mink, on behalf of Minnetonka Community Education has submitted a special event permit application for the Tour De Tonka bicycle race on August 5, 2023 from 7:30 a.m. to 4:00 p.m. This is a recurring event held in the community. The applicants have utilized the preferred through town route as advised by the city's Special Event Policy. Organizers anticipate approximately 750 riders to utilize portions of Waconia Parkway South and CSAH 10 through the community and no streets are proposed to be closed. The Waconia Ice Arena has also been reserved and paid for to be utilized as a rest stop along the routes, so a portion of Oak Avenue will also be utilized.

Staff have reviewed the permit application and recommend approval of the permit.

Attachments:

1. 2399res_Special_Event_Permit_-_Tour_de_Tonka.doc
2. 2023 TDT Special Event for packet.pdf

FINANCIAL IMPLICATIONS:

Funding Sources & Uses:
None

Budget Information:

_________ Budgeted
_________ Non Budgeted
_________ Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Planning Commission	
Parks and Recreation Board	
Safari Island Advisory Board	
Other	

CITY OF WACONIA
RESOLUTION NO. 2023-99

RESOLUTION APPOVING SPECIAL EVENT PERMIT
TOUR DE TONKA BYCYCLE EVENT

WHEREAS, the City of Waconia has received permit application for a special event to occur on municipal streets submitted by Zach Mink with Minnetonka Community Education; and

WHEREAS, the Tour de Tonka bicycle event will be held on August 5th, 2023 from 7:30 a.m. to 4:00 p.m.; and

WHEREAS, municipal property to be used include portions of Waconia Parkway S, Oak Avenue;and

WHEREAS, portions of CSAH 10 are also proposed to be used and permission shall be coordinated and granted by Carver County; and

WHEREAS, the applicant shall furnish the City of Waconia a certificate of insurance naming the city as additional insured with the limits consistent with the Special Events Policy and at least two weeks prior to the event; and

WHEREAS, any law enforcement services needed for the event shall be at the sole expense of the event organizers and through off-duty contract; and

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby approves the Special Event Permit.

Adopted by the City Council of the City of Waconia this 17th day of April 2023.

____
Nicole Waldron, Mayor

Attest: ____________________________
Jackie Schulze, City Clerk

SPECIAL EVENT PERMIT APPLICATION

A special event includes an event held in the city in which one of the following occurs:

a) Amplified sound is to be used
b) A street, sidewalk or other public right of way or place is closed for the benefit of the event attendees
c) A temporary alcoholic beverage license is required or an existing on-sale alcoholic beverage license is carried to the event location as part of a community festival
d) The event will adversely impact a considerable number of members of the public

Most outdoor events and activities within the City of Waconia require permits or approvals. All costs associated with the event are to be borne by the event sponsor. All applications must be approved by the City Council prior to issuance of a permit.

A Review Committee, made up of representatives from City and County departments, will review the application and make changes and/or recommendations to the event sponsor prior to application being forward to the City Council for a final decision.

TIMING FOR APPLICATION SUBMISSION

- Applications for special events need to be received by the City of Waconia at least 30 days prior to the event date, with submission 60 days in advance requested wherever possible.
- There is no guarantee an event application can be processed and approved in less than 30 days.
- For large scale events involving 1,000 participants or more application must be made 120 days in advance.

ADDITIONAL CONSIDERATIONS FOR EVENT ORGANIZERS

In the case of a race, walk, parade, or other event using City streets, a detailed layout of the route and arrangements for traffic control to be done by a certified vendor using the Manual of Uniform Traffic Control Devices standards will be required to be submitted with the application.

Any event to be held within Parks or shelter must contact City Hall. A special event permit is required for events/ activities exceeding 300 participants or any event/activity which extends beyond the immediate park boundaries. https://www.waconia.org/347/Facility-Use-Rental-Applications

All applications, are to be sent directly to City Hall. **Issued permits will NOT be eligible for refunds**.

Section 1. CHECKLIST OF REQUIRED INFORMATION
Select <u>any</u> of the following that apply to this event:
☑ Amplified Sound to be used – COMPLETE SECTION 3 (B)
☐ Closure request for a street, sidewalk, or other public way or place as part of the event – COMPLETE SECTION 3 (C)
☐ Alcohol service as part of the event – COMPLETE SECTION 3 (D) AND ANY ADDITIONAL LIQUOR LICENSES WITH THE CITY HALL'S OFFICE IF REQUIRED
☐ Tents or other membrane structures to be erected as part of the event
☐ Fireworks Display as part of the event

Staff Initials	**For your license application to be processed, you must submit the following to the City Halls's Office:**
☐	☑ This application form, fully completed and signed by the applicant or an authorized officer or partner. ANSWER EVERY QUESTION, USING N/A IF NECESSARY ON ANY QUESTIONS. APPLICATIONS WITH BLANK QUESTIONS WILL BE RETURNED WITHOUT PROCESSING.
☐	☑ Detailed Site Plan for the event
☐	☑ Certificate of Insurance, if required
☐	☐ Traffic Control plan from an approved vendor for any street closures
☐	☑ Payment for required permit fee; Checks must be made payable to the City of Waconia •$100 for base Special Event Permit
☐	☑ Any required additional permit applications from other City departments

Section 2. REQUIRED LICENSE INFORMATION – complete every question

A. Information about who is completing and submitting this application

1. First Name Zach		2. Last Name Mink (On behalf of Tim Litfin, Executive Director)	
3. Primary Telephone Number (952) 401-6842	4. Type of Phone: ☐ Cell ☒ Business ☐ Home ☐ Other	5. Alternate Phone Number (424) 212-3401	6. Type of Phone: ☒ Cell ☐ Business ☐ Home ☐ Other
7. Email Address zachary.mink@minnetonkaschools.org			
8. Please send official notices relating to this license to: ☐ Mailing Address ☒ Email ☐ Business Address		9. Role of person completing application: ☐ Owner ☐ Officer ☐ Partner ☐ Manager ☐ Agent for the Owner ☒ Other Assistant to Executive Director	

B. Information about primary point of contact for this license during licensed activity (if different than above) THIS PERSON MUST BE ON SITE DURING THE EVENT

10. First Name Tim		11. Last Name Litfin	
12. Primary Telephone Number (952) 401-5043	13. Type of Phone: ☐ Cell ☒ Business ☐ Home ☐ Other	14. Alternate Phone Number (612) 910-6200	15. Type of Phone: ☒ Cell ☐ Business ☐ Home ☐ Other
16. Email Address tim.litfin@minnetonkaschools.org		17. Role of primary contact: ☒ Owner ☐ Officer ☐ Partner ☐ Manager ☐ Agent for the Owner ☐ Other	

C. Mailing Address Information

18. Name of organization or individual to whom correspondence should be sent about this permit Minnetonka Community Education, Attn: Zach Mink			
19. Email Address zachary.mink@minnetonkaschools.org			
20. Mailing Address 4584 Vine Hill Road	21. City Excelsior	22. State MN	23. Zip Code 55331
24. Please send official notices relating to this license to: ☐ Mailing Address ☒ Email			

D. License Holder Information

Provide information about who this license will be issued to

25. Entity license will be issued to Minnetonka Community Education Center			
26. Business Federal Tax ID Number/Tax Exempt Number 41-6001402	27. Business State Tax ID Number		
28. Business Address 4584 Vine Hill Road	29. City Excelsior	30. State MN	31. Zip Code 55331

Section 3. Event Information – *attach additional sheets as needed for any questions*

A. Event Basics

32. Name of Event Tour de Tonka	
33. Date(s) of Event *complete separate applications for a series of events held at separate times* 8/5/2023	
34. Time of Event 7:30 AM - 4:00 PM (Across all routes)	35. Set up start time and clean up finish time 7:30 AM - 2:00 PM

36. Location of Event –Street Address	37. City	38. State	39. Zip Code
See attached Route Maps	N/A (Multiple)	MN	N/A (Multiple)

40. Description of area to be used at the event location for activities (Attach additional sheets as needed)

****A detailed diagram of the site plan is also required to be submitted*

Tour de Tonka is a community bike ride (not a race). All maps included with application.

41. Is your event in a City park?

☐ Yes ☑ No

If yes, you must schedule use of the park with City Hall as well. Call: 952-442-2615

42. Is your event outdoors?

☑ Yes ☐ No

43. Estimated Number of Attendees-	44. Are tickets being sold?
2,500 Total/750 in Waconia	☑ Yes ☐ No
45. What is the admission charge, if any	**46. Purpose of event proceeds (if applicable)**
Admission ranges from $39 - $89 depending on mileage and rider age.	Administrative costs, ICA Food Shelf Fundraising, Early Childhood Education Programming

47. Describe how attendance will be monitored and limited if necessary

Registration for Tour de Tonka opens on March 1. Registration is tracked daily. Registration numbers are also compared daily with rides over the past 9 years. As rider trends are identified, and we move through different pricing/calendar tiers - we have the ability to track and predict any needs for route capacity.

Our Director is is constant contact with local law enforcement and city stakeholders for their guidance and partnership.

48. Describe any entertainment being provided

49. Describe food and beverage plans for the event, including who will be providing any food or beverages and what other licenses or permits will be obtained from any jurisdiction for this service.

50. Describe how any emergencies or medical needs occurring during the event will be met

Sanitation and garbage disposal is the responsibility of the event sponsor. Staff will review this information for adequacy based on planned attendance.

51. Will you be providing additional trash receptacles?

☐ Yes
Company providing this service:
Number of receptacles:
What is the plan for picking these receptacles up following the event?

☑ No
Explain how trash will be managed as part of the event:

52. Will you be providing toilets and wash stations?

☐ Yes
Company providing this service:
Number of toilets: Number of wash stations:
What is the plan for picking these items up following the event?

☐ No
Explain how these needs will be met for event attendees:

B. Information about Amplified Sound

53. INDICATE WHICH OF THE FOLLOWING APPLIES TO THIS EVENT:

- ☐ Maximum allowable sound pressure level no more than 85 decibels measure at the property line or venue boundary.
- ☐ Waive the maximum allowable sound pressure level and require the amplified sound to terminate no later than 10:30 PM
- ☐ There will be NO amplified sound at this event.

54. Describe the means and method proposed by you as the applicant to prevent noise from the event from unreasonably disturbing those persons who live or work in the vicinity of the event.

C. Information about any public right of way closures

55. Are you requesting any kind of public right of way closure as part of this event?

- ☐ Yes, for a very limited duration less than 15 minutes
- ☐ Yes, for 15 minutes or longer – an obstruction permit through Public Services Department will be required
- ▣ No – if no, please skip the remainder of this section and jump to subsection D

When a street is to be closed for over 15 minutes, a detour is to be established and signed to provide a designated route around the event. A detailed layout of the route and arrangements for traffic control must be done by a certified vendor using the Manual of Uniform Traffic Control Devices standards. Law Enforcement Officers must be utilized at all traffic controlled intersections. Public Services time for temporary traffic signal modifications, additional signage, or other City costs may be charged.

In addition all events with street closures must include an emergency plan detailing access for emergency vehicles. Road closures are not allowed for locations where there are no other access options for the businesses or residents

56. Attach a detailed diagram of any proposed closure, and explain here exactly what is pictured in the diagram and intended in terms of the closure

57. Are you proposing a street closure that will impact residential properties?

- ☐ Yes – if yes, you must notify all properties at least 7-days in advance of the event of the closure
- ☒ No

58. Are you proposing a street closure that will impact commercial properties?

- ☐ Yes
- ▣ No

If yes, you must notify all businesses at least 14-days in advance of the closure.

D. Information about any alcohol as part of the event

59. Are you planning to serve alcoholic beverages as part of this event?

- ☐ Yes – if yes, please answer the following questions
- ▣ No – if no, please skip the remainder of this section and jump to Section 4 of the application

60. Which of the following are you requesting as part of serving alcoholic beverages?

- ☐ Temporary Liquor License (requires a separate application)
- ☐ Designation of the special event as a Community Festival to allow on-sale licensee(s) to provide service
- ☐ Service by licensed on-sale licensee(s) on Municipal Facilities
- ☐ Use of licensed caterer(s) who will be providing alcohol service incidental to the service of food
- ☐ Other

If you indicated other, please explain how alcoholic beverages will be provided as part of this event, by whom, and under what authority

61. If you intend to apply for a temporary liquor license, is the same entity applying for the liquor license as the special event permit?

- ☐ Yes
- ☐ No – Name of the organization/entity applying for a temporary liquor license also serving as an event sponsor:

Indicate what type of organization will be applying for the liquor license:

- ☐ Club
- ☐ Religious Organization
- ☐ Charitable Organization
- ☐ Non-Profit Organization
- ☐ Political Committee Registered Under Minn. Stat. Section 10A.14
  State University
- ☐ Brewer or Microdistillery

*If the organization is not one of the above, it is not eligible to apply for a temporary liquor license

If the organization is a club or a charitable, religious or non-profit organization, has it been in existence for at least 3 years?

- ☐ Yes
- ☐ No-the organization is not eligible for a temporary liquor license

Note: A temporary liquor application must be received by the City Hall's Office NO LATER 45 DAYS BEFORE THE EVENT. There is no ability to make any exceptions to this requirement.

62. Please list all on-sale licensees who will be providing liquor service as part of this event under this designation. Certificates of insurance specifically covering this event must also be provided for all vendors.

63. If a licensed caterer will be used as part of the event, indicate the name and state license number of the caterer

64. List who will be carrying liquor liability insurance for this event

65. Indicate the specific area(s) liquor will be dispensed and consumed, and what measures will be followed to ensure liquor is only dispensed to event attendees who are of legal age, and that no liquor leaves the authorized area

66. Do you plan to hire off-duty officers to provide security during the event (required with alcohol service)?

- [x] Yes
- [ ] No

Contact Carver County Sheriff's Office. 952-361-1231

67. Fireworks Display as Part of the event?

- [ ] Yes
- [x] No

If you answered yes to the above, please contact the Fire Department at 952-442-2316 in order to request a Fireworks Display Permit

68.Tents or other membrane structures to be erected as part of the event?

- [ ] Yes
- [x] No

69. If you answered yes to question 68, please name the tent provider/company. Please also list the square footage and dimensions of your tent. If you do not have or need a tent provider please state so below.

If your tent is over 400 square ft. Please contact the Planning Department for a temporary structure permit. 952-442-2184

Section 4. APPLICATION VERIFICATION AND ACCEPTANCE OF RESPONSIBILITY

Notice of Collection of Private Data

The information collected and required as part of a license application will be used to determine eligibility for a City of Waconia License or Permit. Disclosure of this information is voluntary. It is not legally required to provide requested data, however, failure to do so may mean the City of Waconia is unable to process this application.

Social Security Numbers and Birth Dates are classified as private data, and are not available to the public. Access to this data is limited to staff with a business need in order to determine license eligibility, and to administer and manage the licensing program.

Disclosure of a Minnesota Tax ID Number is required by Minnesota Statutes 270C.72, and this information may be requested by and released to the Minnesota Commissioner of Revenue.

All other information contained in this application is public information upon submission pursuant to the Government Data Practices Act, Minnesota Statutes Chapter 13. Individuals have the right to see and obtain copies of the data maintained on them, including private data, and also have the right to be told the contents and meaning of the data, and to contest the accuracy and completeness of the data.

A SIGNATURE VERIFYING THE OVERALL ACCURACY AND COMPLETENESS OF THIS APPLICATION BY THE OWNER, PARTNER, OR OFFICER OF THE ENTITY APPLYING IS REQUIRED IN ORDER TO PROCESS THIS LICENSE APPLICATION

I, (print name) ____, agree to strictly comply with all the laws of the State of Minnesota governing the taxation of business and all ordinances of the City of Waconia, and that I intend to comply with the special event policy as well as any conditions of approval that may be placed on the permit if granted. I understand I can review all City ordinances on the City website or in the City Hall's Office.

I affirm I have no intention or agreement to transfer the permit being applied for to another person or entity, or to allow any other person or entity to operate under the authority of the permit. I understand that by submitting this application, I hereby consent to allow the appropriate City personnel, or any authorized representative or agents, to inspect the event premises for the purpose of ensuring compliance with the law and any permit conditions at any time the permit is active. I also understand that a denial of permission for such a lawful inspection of the premises is a violation of the permit provisions.

I hereby certify that I have read and understand every question in this application and that the answer to every question is true to my knowledge, information and belief. I further understand that the giving of false information as part of this application, regardless of when it is discovered, and/or failure to give required pertinent information can constitute cause for denial, suspension, or revocation of any permit issued.

Signature of Applicant ____ Date ____________________________________

2023 Tour de Tonka 71-Mile Route

71-Mile Route Starts @ Clear Springs Elementary and Finishes @ MHS

August 5
7:00 a.m. Start

Attention Riders:

- TDT is NOT a race, it is a ride. Ride safe and respectfully.
- Do not cross the center line.
- TDT helmet stickers and wristband must be worn at all times.

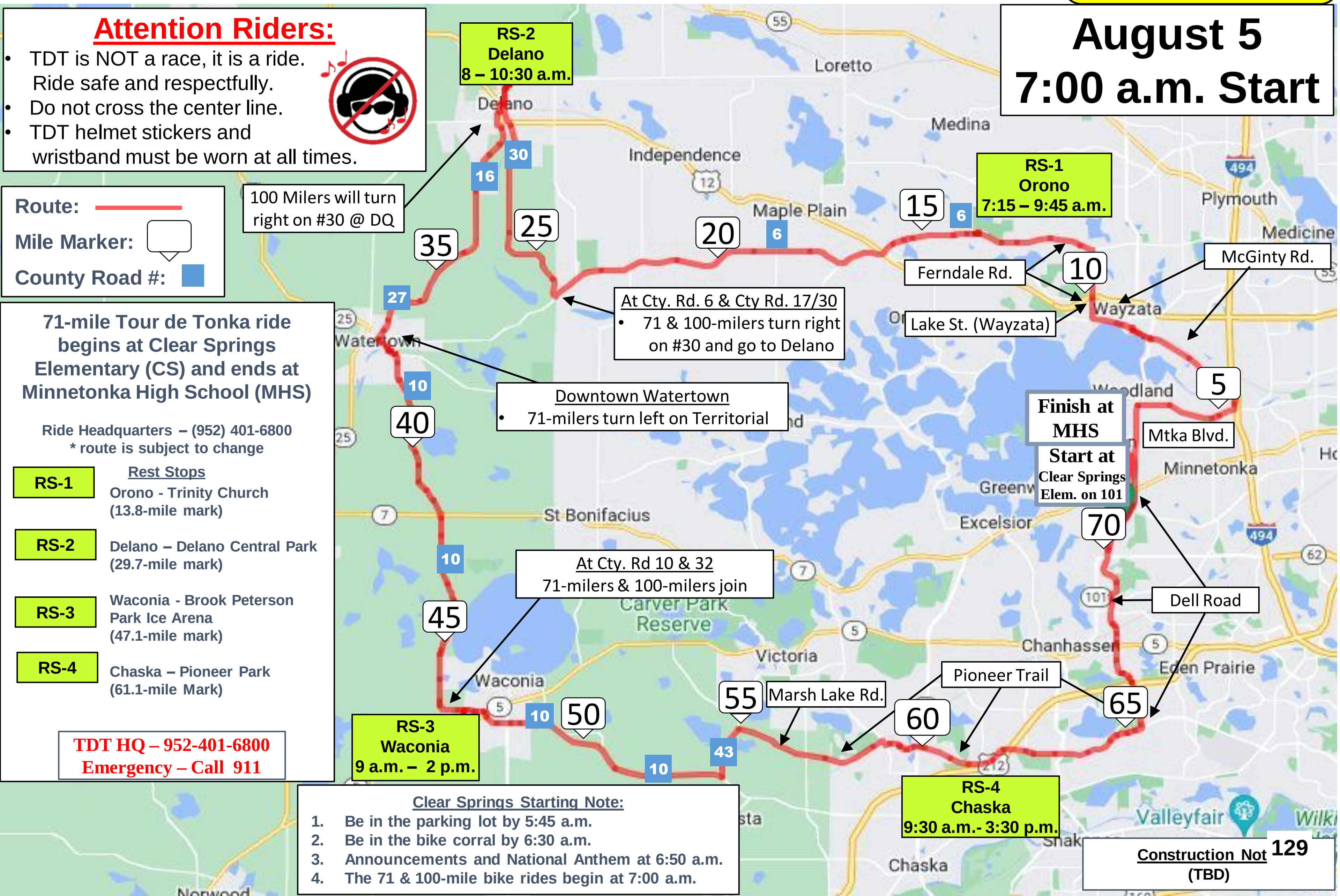
Route:
Mile Marker:
County Road #:

71-mile Tour de Tonka ride begins at Clear Springs Elementary (CS) and ends at Minnetonka High School (MHS)

Ride Headquarters – (952) 401-6800
* route is subject to change

	Rest Stops
RS-1	Orono - Trinity Church (13.8-mile mark)
RS-2	Delano – Delano Central Park (29.7-mile mark)
RS-3	Waconia - Brook Peterson Park Ice Arena (47.1-mile mark)
RS-4	Chaska – Pioneer Park (61.1-mile Mark)

TDT HQ – 952-401-6800
Emergency – Call 911



Clear Springs Starting Note:

1. Be in the parking lot by 5:45 a.m.
2. Be in the bike corral by 6:30 a.m.
3. Announcements and National Anthem at 6:50 a.m.
4. The 71 & 100-mile bike rides begin at 7:00 a.m.

Construction Not (TBD)

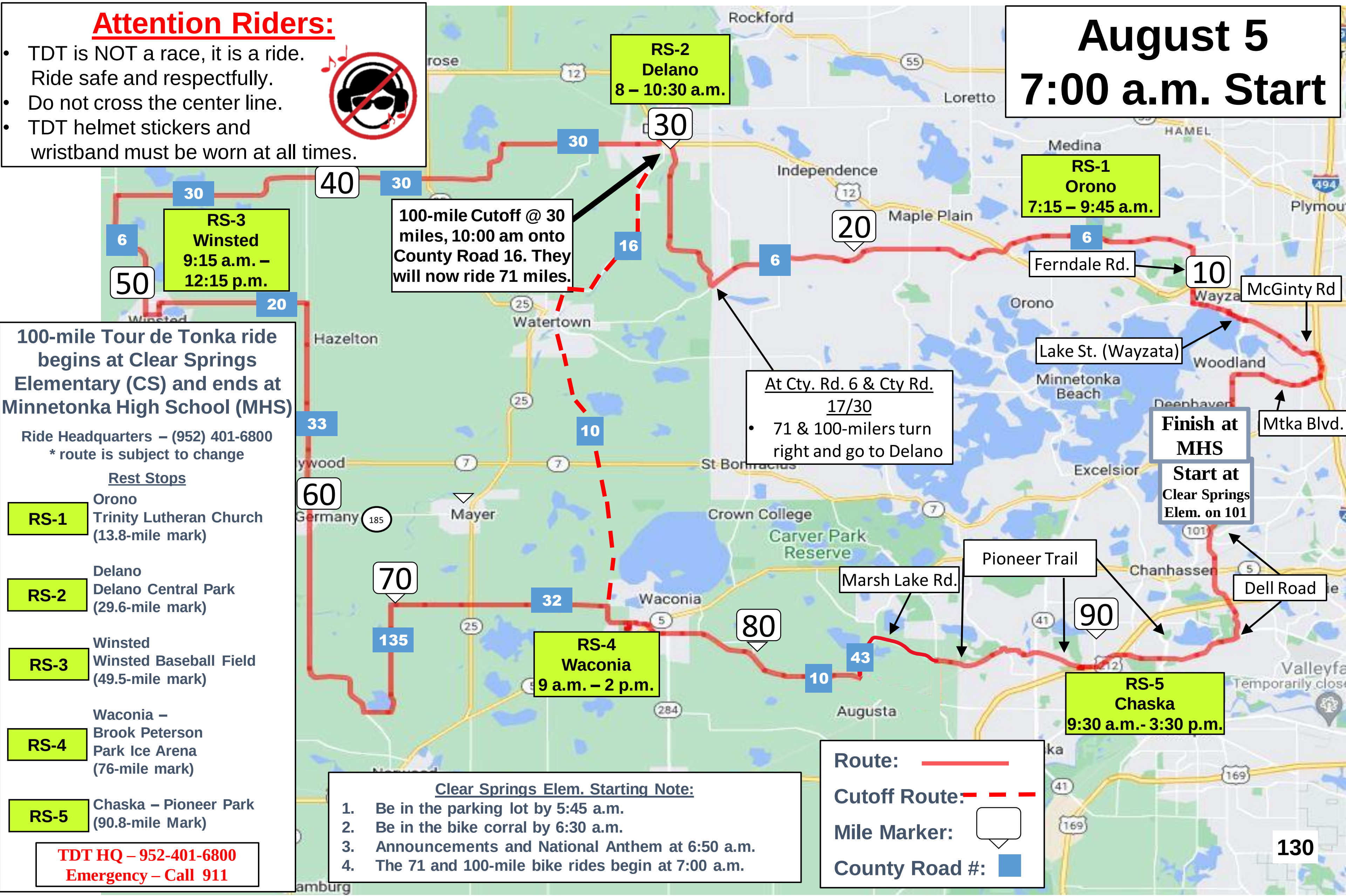
2023 Tour de Tonka 100-Mile Route

100-Mile Route Starts @ Clear Springs Elementary and Finishes @ MHS

August 5
7:00 a.m. Start

Attention Riders:

- TDT is NOT a race, it is a ride. Ride safe and respectfully.
- Do not cross the center line.
- TDT helmet stickers and wristband must be worn at all times.



100-mile Tour de Tonka ride begins at Clear Springs Elementary (CS) and ends at Minnetonka High School (MHS)

Ride Headquarters – (952) 401-6800
* route is subject to change

Rest Stops

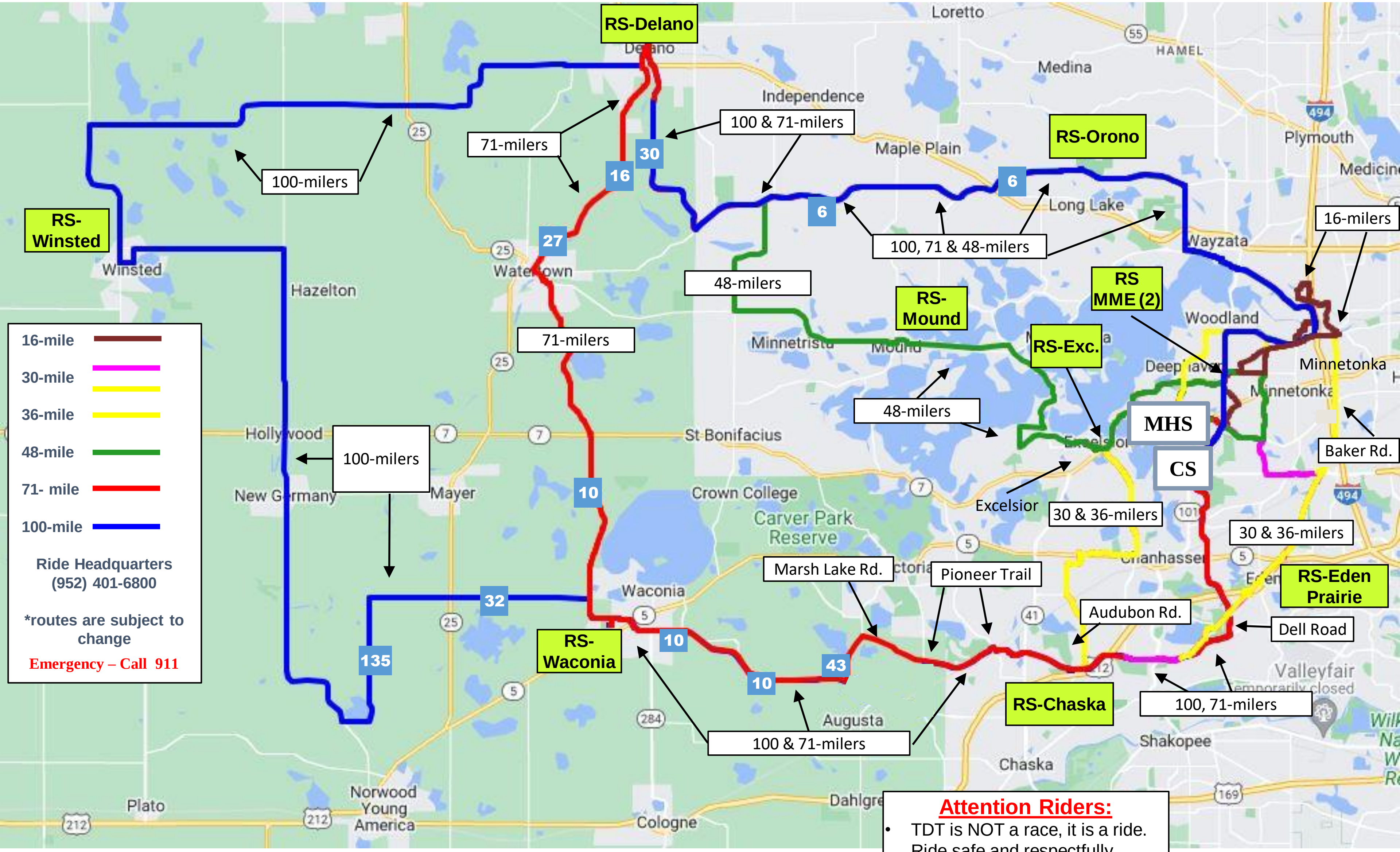
RS-1	Orono Trinity Lutheran Church (13.8-mile mark)
RS-2	Delano Delano Central Park (29.6-mile mark)
RS-3	Winsted Winsted Baseball Field (49.5-mile mark)
RS-4	Waconia – Brook Peterson Park Ice Arena (76-mile mark)
RS-5	Chaska – Pioneer Park (90.8-mile Mark)

TDT HQ – 952-401-6800
Emergency – Call 911

Clear Springs Elem. Starting Note:

1. Be in the parking lot by 5:45 a.m.
2. Be in the bike corral by 6:30 a.m.
3. Announcements and National Anthem at 6:50 a.m.
4. The 71 and 100-mile bike rides begin at 7:00 a.m.

2023 Tour de Tonka   All Rides



7:00 a.m.	71 & 100-mile start at Clear Springs Elementary
7:30 a.m.	16, 30, 36, 48-mile start at Minnetonka High School

Construction Note:
TBD

Attention Riders:

- TDT is NOT a race, it is a ride. Ride safe and respectfully.
- Do not cross the center line.
- TDT helmet stickers and wristband must be worn at all times.

Permit

Waconia Ice Arena
1250 Oak Avenue
Waconia, MN 55387

PHONE:(952) 442-7465

Permit # **R2725**
Status Approved
Date Nov 7, 2022 9:21 PM

Organization Name	Minnetonka Community Education - 25	**Organization Phone 1 Number**	(952) 401-6842
Customer Type	Non-Profit		
Organization Address	4584 Vine Hill Road Excelsior, MN 55331		
Agent Name	Alexis Beckman	**Primary Phone Phone Number**	(952) 401-6842
		Email Address	alexis.beckman@minnetonkaschools.org
System User	Dan Montague		

Rental Fee	$300.00
Discounts	$0.00
Subtotal	$300.00
Deposits	$0.00
Deposit Discounts	$0.00
Total Permit Fee	$300.00
Total Payment	$0.00
Refunds	$0.00
Balance	$300.00

2023 Tour De Tonka

1 resource(s) **1** booking(s) **Subtotal: $300.00**

Booking Summary

IA - Lobby (Community Ed Use - Tax Exempt) **Center: Waconia Ice Arena**

START DATE/TIME		END DATE/TIME	ATTENDEE	AMT W/O TAX
Aug 5, 2023 7:00 AM		Aug 5, 2023 5:00 PM	1	$300.00
Arena Lobby	$300.00 / Each x 1	$300.00		

Custom Questions

QUESTION	ANSWER
Which Amenities do you require?	Rugs/Tables/Chairs

Payment Schedules

Original Balance: $300.00 Current Balance: $300.00

DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE
Aug 5, 2023	$300.00	$0.00	$0.00	$300.00

X: ______________________

Date: ______________________

X: ______________________

Date: ______________________

Waconia Ice Arena
Mailing Address: 1250 Oak Avenue, Waconia, MN 55387
Phone Number: (952) 442-7465

Minnetonka Community Education
Customer Type: Non-Profit
Customer ID: 7807
Mailing Address: 4584 Vine Hill Road, Excelsior, MN 55331
Organization Phone 1 Number: (952) 401-6842
Authorized Agent Name: Alexis Beckman
Primary Phone Phone Number: (952) 401-6842
Email Address: alexis.beckman@minnetonkaschools.org

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 17, 2023
Item Name:	Special Event Permit - Walk on Waconia
Originating Department:	Administration
Presented by:	Shane Fineran
Previous Council Action (if any):	

Item Type (X only one):	Consent	X	Regular Session		Discussion Session	

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Adopt Resolution 2023-100, Approving Special Event Permit for Walk on Waconia

EXPLANATION OF AGENDA ITEM *(Include a description of background, benefits, and recommendations.)*

Peter Leo, on behalf of Gather & Grow Waconia United Foodshelf has submitted a special event permit for the annual Walk on Waconia fundraiser event. The event is scheduled to occur on May 20, 2023 from approximately 6:30 a.m. to 12:00 p.m. with an estimated participant number of 300-400. The event is to start from St. Josephs school and utilize a route similar to that approved for the Lola's 10 mile and 5K route by the City Council on March 20th, 2023. No roads are proposed to be closed and primarily utilize sidewalks or trail segments adjacent to municipal streets of Pine, Main, Old Beach Lane, Waconia Parkway N, Lake Street, Elm Street, and 1st Street.

Staff have reviewed the application and are recommending approval of the permit.

Attachments:

1. 23100res_Special_Event_Permit_-_Walk_on_Waconia.doc
2. Walk on Waconia Special Event Application

FINANCIAL IMPLICATIONS:
Funding Sources & Uses:

Budget Information:
_________Budgeted
_________Non Budgeted
_________Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Planning Commission	
Parks and Recreation Board	
Safari Island Advisory Board	
Other	

CITY OF WACONIA
RESOLUTION NO. 2023-100

RESOLUTION APPOVING SPECIAL EVENT PERMIT
WALK ON WACONIA

WHEREAS, the City of Waconia has received permit application for a special event to occur on municipal streets submitted by Peter Leo with Gather and Grow Waconia United Food shelf; and

WHEREAS, the Walk on Waconia fundraiser event event will be held on May 20th, 2023 from 6:30 a.m. to 12:00 p.m.; and

WHEREAS, municipal property to be used include portions of Pine Street, Main Street, Old Beach Lane, Waconia Parkway S, Lake Street, Elm Street, and 1st Street ;and

WHEREAS, portions of CSAH 10 and CSAH 92 and the Dakota Rail Trail are also proposed to be used and permission shall be coordinated by the applicant and granted by Carver County; and

WHEREAS, the applicant shall furnish the City of Waconia a certificate of insurance naming the city as additional insured with the limits consistent with the Special Events Policy and at least two weeks prior to the event; and

WHEREAS, any law enforcement services needed for the event shall be at the sole expense of the event organizers and through off-duty contract; and

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby approves the Special Event Permit.

Adopted by the City Council of the City of Waconia this 17th day of April 2023.

____
Nicole Waldron, Mayor

Attest: ____________________________
Jackie Schulze, City Clerk

SPECIAL EVENT PERMIT APPLICATION

A special event includes an event held in the city in which one of the following occurs:

a) Amplified sound is to be used
b) A street, sidewalk or other public right of way or place is closed for the benefit of the event attendees
c) A temporary alcoholic beverage license is required or an existing on-sale alcoholic beverage license is carried to the event location as part of a community festival
d) The event will adversely impact a considerable number of members of the public

Most outdoor events and activities within the City of Waconia require permits or approvals. All costs associated with the event are to be borne by the event sponsor. All applications must be approved by the City Council prior to issuance of a permit.

A Review Committee, made up of representatives from City and County departments, will review the application and make changes and/or recommendations to the event sponsor prior to application being forward to the City Council for a final decision.

TIMING FOR APPLICATION SUBMISSION

- Applications for special events need to be received by the City of Waconia at least 30 days prior to the event date, with submission 60 days in advance requested wherever possible.
- There is no guarantee an event application can be processed and approved in less than 30 days.
- For large scale events involving 1,000 participants or more application must be made 120 days in advance.

ADDITIONAL CONSIDERATIONS FOR EVENT ORGANIZERS

In the case of a race, walk, parade, or other event using City streets, a detailed layout of the route and arrangements for traffic control to be done by a certified vendor using the Manual of Uniform Traffic Control Devices standards will be required to be submitted with the application.

Any event to be held within Parks or shelter must contact City Hall. A special event permit is required for events/ activities exceeding 300 participants or any event/activity which extends beyond the immediate park boundaries. https://www.waconia.org/347/Facility-Use-Rental-Applications

All applications, are to be sent directly to City Hall. **Issued permits will NOT be eligible for refunds.**

Section 1. CHECKLIST OF REQUIRED INFORMATION
Select <u>any</u> of the following that apply to this event:
[X] Amplified Sound to be used – COMPLETE SECTION 3 (B)
[ ] Closure request for a street, sidewalk, or other public way or place as part of the event – COMPLETE SECTION 3 (C)
[ ] Alcohol service as part of the event – COMPLETE SECTION 3 (D) AND ANY ADDITIONAL LIQUOR LICENSES WITH THE CITY HALL'S OFFICE IF REQUIRED
[ ] Tents or other membrane structures to be erected as part of the event
[ ] Fireworks Display as part of the event

Staff Initials	For your license application to be processed, you must submit the following to the City Halls's Office:
	[ ] This application form, fully completed and signed by the applicant or an authorized officer or partner. ANSWER EVERY QUESTION, USING N/A IF NECESSARY ON ANY QUESTIONS. APPLICATIONS WITH BLANK QUESTIONS WILL BE RETURNED WITHOUT PROCESSING.
	[ ] Detailed Site Plan for the event
	[ ] Certificate of Insurance, if required
	[ ] Traffic Control plan from an approved vendor for any street closures
	[ ] Payment for required permit fee; Checks must be made payable to the City of Waconia •$100 for base Special Event Permit
	[ ] Any required additional permit applications from other City departments

Section 2. REQUIRED LICENSE INFORMATION – complete every question

A. Information about who is completing and submitting this application

1. First Name: Peter [redacted]	2. Last Name: Leo

3. Primary Telephone Number: 651 815 2835	4. Type of Phone: ☒ Cell ☐ Business ☐ Home ☐ Other	5. Alternate Phone Number	6. Type of Phone: ☐ Cell ☐ Business ☐ Home ☐ Other

7. Email Address: Paleo09mn@Yahoo.com

8. Please send official notices relating to this license to: ☐ Mailing Address ☐ Email ☐ Business Address	9. Role of person completing application: ☐ Owner ☐ Officer ☐ Partner ☐ Manager ☐ Agent for the Owner ☒ Other: Board member

B. Information about primary point of contact for this license during licensed activity (if different than above) THIS PERSON MUST BE ON SITE DURING THE EVENT

10. First Name: Angie [redacted]	11. Last Name: Cruzen

12. Primary Telephone Number	13. Type of Phone: ☒ Cell ☐ Business ☐ Home ☐ Other	14. Alternate Phone Number	15. Type of Phone: ☐ Cell ☐ Business ☐ Home ☐ Other

16. Email Address: angiecruzen@waconiafoodshelf.org	17. Role of primary contact: ☐ Owner ☐ Officer ☐ Partner ☒ Manager ☐ Agent for the Owner ☐ Other

C. Mailing Address Information

18. Name of organization or individual to whom correspondence should be sent about this permit: Gather and Grow, Waconia United Food Shelf

19. Email Address: angiecruzen@waconiafoodshelf.org

20. Mailing Address: 11 S Elm St	21. City: Waconia	22. State: MN	23. Zip Code: 55387

24. Please send official notices relating to this license to: ☐ Mailing Address ☐ Email

D. License Holder Information

Provide information about who this license will be issued to

25. Entity license will be issued to

26. Business Federal Tax ID Number/Tax Exempt Number	27. Business State Tax ID Number

28. Business Address	29. City	30. State	31. Zip Code

Section 3. Event Information – *attach additional sheets as needed for any questions*

A. Event Basics

32. Name of Event: Walk on Waconia

33. Date(s) of Event
complete separate applications for a series of events held at separate times
5/20/23

34. Time of Event: Start time 8:00am	35. Set up start time and clean up finish time: 6:30am – 12:00 (NooN)

36. Location of Event –Street Address	37. City	38. State	39. Zip Code
St joes Parking lot, 41 E 1st street	Waconia	MN	55387

40. Description of area to be used at the event location for activities (Attach additional sheets as needed)
***A detailed diagram of the site plan is also required to be submitted*

Registration will take place inside St. joes. Racers will hangout in St. joes Parking lot. Ballons will be placed at the start/Finish line.

41. Is your event in a City park?

☐ Yes ☒ No

If yes, you must schedule use of the park with City Hall as well. Call: 952-442-2615

42. Is your event outdoors?

☒ Yes ☐ No

43. Estimated Number of Attendees-	44. Are tickets being sold?
300-400 people	☐ Yes ☒ No
45. What is the admission charge, if any	**46. Purpose of event proceeds (if applicable)**
$30	To Raise money for gather and grow.

47. Describe how attendance will be monitored and limited if necessary

We will monitor registration.
This event has been going on for years so we should have a good idea on attendance.

48. Describe any entertainment being provided

Dj at the start/Finish line

49. Describe food and beverage plans for the event, including who will be providing any food or beverages and what other licenses or permits will be obtained from any jurisdiction for this service.

We will have coffee provided by mocha monkey in st joes parking lot. We will also be providing water to the runners

50. Describe how any emergencies or medical needs occurring during the event will be met

Saftey vehicle will trail last participant. WCW will inform Carver County sheriff and Waconia Fire of the event.

Sanitation and garbage disposal is the responsibility of the event sponsor. Staff will review this information for adequacy based on planned attendance.

51. Will you be providing additional trash receptacles?

☒ Yes

Company providing this service:

Number of receptacles:

What is the plan for picking these receptacles up following the event?

We will be adding trash bins at the start line and pick them up and put in st. joes trash when event is over.

☐ No

Explain how trash will be managed as part of the event:

52. Will you be providing toilets and wash stations?

☒ Yes

Company providing this service:

Number of toilets: Number of wash stations:

What is the plan for picking these items up following the event?

☐ No

Explain how these needs will be met for event attendees:

B. Information about Amplified Sound

53. INDICATE WHICH OF THE FOLLOWING APPLIES TO THIS EVENT:

- ☒ Maximum allowable sound pressure level no more than 85 decibels measure at the property line or venue boundary.
- ☐ Waive the maximum allowable sound pressure level and require the amplified sound to terminate no later than 10:30 PM
- ☐ There will be NO amplified sound at this event.

54. Describe the means and method proposed by you as the applicant to prevent noise from the event from unreasonably disturbing those persons who live or work in the vicinity of the event.

Having run this event in the past, we are very respectful to our local neighbors. We monitor ~~the~~ the sound at all times of the event.

C. Information about any public right of way closures

55. Are you requesting any kind of public right of way closure as part of this event?

- ☐ Yes, for a very limited duration less than 15 minutes
- ☐ Yes, for 15 minutes or longer – an obstruction permit through Public Services Department will be required
- ☒ No – if no, please skip the remainder of this section and jump to subsection D

When a street is to be closed for over 15 minutes, a detour is to be established and signed to provide a designated route around the event. A detailed layout of the route and arrangements for traffic control must be done by a certified vendor using the Manual of Uniform Traffic Control Devices standards. Law Enforcement Officers must be utilized at all traffic controlled intersections. Public Services time for temporary traffic signal modifications, additional signage, or other City costs may be charged.

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57. Are you proposing a street closure that will impact residential properties?

- ☐ Yes – if yes, you must notify all properties at least 7-days in advance of the event of the closure
- ☒ No

58. Are you proposing a street closure that will impact commercial properties?

- ☐ Yes
- ☒ No

If yes, you must notify all businesses at least 14-days in advance of the closure.

D. Information about any alcohol as part of the event

59. Are you planning to serve alcoholic beverages as part of this event?

☐ Yes – if yes, please answer the following questions

☒ No – if no, please skip the remainder of this section and jump to Section 4 of the application

60. Which of the following are you requesting as part of serving alcoholic beverages?

☐ Temporary Liquor License (requires a separate application)

☐ Designation of the special event as a Community Festival to allow on-sale licensee(s) to provide service

☐ Service by licensed on-sale licensee(s) on Municipal Facilities

☐ Use of licensed caterer(s) who will be providing alcohol service incidental to the service of food

☐ Other

If you indicated other, please explain how alcoholic beverages will be provided as part of this event, by whom, and under what authority

61. If you intend to apply for a temporary liquor license, is the same entity applying for the liquor license as the special event permit?

☐ Yes

☐ No – Name of the organization/entity applying for a temporary liquor license also serving as an event sponsor:

Indicate what type of organization will be applying for the liquor license:

☐ Club

☐ Religious Organization

☐ Charitable Organization

☐ Non-Profit Organization

☐ Political Committee Registered Under Minn. Stat. Section 10A.14
State University

☐ Brewer or Microdistillery

*If the organization is not one of the above, it is not eligible to apply for a temporary liquor license

If the organization is a club or a charitable, religious or non-profit organization, has it been in existence for at least 3 years?

☐ Yes

☐ No-the organization is not eligible for a temporary liquor license

Note: A temporary liquor application must be received by the City Hall's Office NO LATER 45 DAYS BEFORE THE EVENT. There is no ability to make any exceptions to this requirement.

62. Please list all on-sale licensees who will be providing liquor service as part of this event under this designation. Certificates of insurance specifically covering this event must also be provided for all vendors.

63. If a licensed caterer will be used as part of the event, indicate the name and state license number of the caterer

64. List who will be carrying liquor liability insurance for this event

65. Indicate the specific area(s) liquor will be dispensed and consumed, and what measures will be followed to ensure liquor is only dispensed to event attendees who are of legal age, and that no liquor leaves the authorized area

66. Do you plan to hire off-duty officers to provide security during the event (required with alcohol service)?

- ☐ Yes
- ☒ No

Contact Carver County Sheriff's Office. 952-361-1231

67. Fireworks Display as Part of the event?

- ☐ Yes
- ☒ No

If you answered yes to the above, please contact the Fire Department at 952-442-2316 in order to request a Fireworks Display Permit

68.Tents or other membrane structures to be erected as part of the event?

- ☐ Yes
- ☒ No

69. If you answered yes to question 68, please name the tent provider/company. Please also list the square footage and dimensions of your tent. If you do not have or need a tent provider please state so below.

If your tent is over 400 square ft. Please contact the Planning Department for a temporary structure permit. 952-442-2184

Section 4. APPLICATION VERIFICATION AND ACCEPTANCE OF RESPONSIBILITY

Notice of Collection of Private Data

The information collected and required as part of a license application will be used to determine eligibility for a City of Waconia License or Permit. Disclosure of this information is voluntary. It is not legally required to provide requested data, however, failure to do so may mean the City of Waconia is unable to process this application.

Social Security Numbers and Birth Dates are classified as private data, and are not available to the public. Access to this data is limited to staff with a business need in order to determine license eligibility, and to administer and manage the licensing program.

Disclosure of a Minnesota Tax ID Number is required by Minnesota Statutes 270C.72, and this information may be requested by and released to the Minnesota Commissioner of Revenue.

All other information contained in this application is public information upon submission pursuant to the Government Data Practices Act, Minnesota Statutes Chapter 13. Individuals have the right to see and obtain copies of the data maintained on them, including private data, and also have the right to be told the contents and meaning of the data, and to contest the accuracy and completeness of the data.

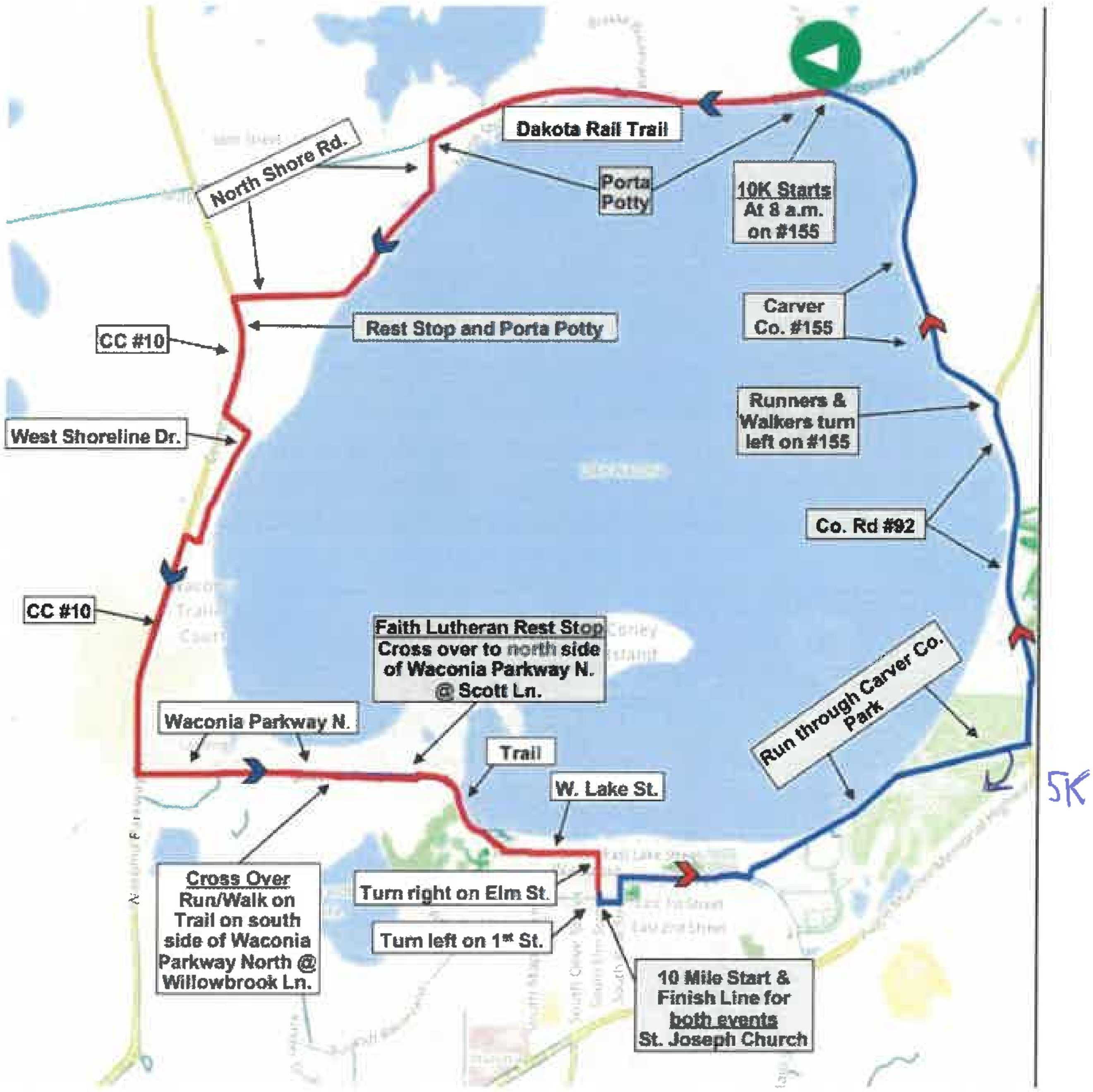
A SIGNATURE VERIFYING THE OVERALL ACCURACY AND COMPLETENESS OF THIS APPLICATION BY THE OWNER, PARTNER, OR OFFICER OF THE ENTITY APPLYING IS REQUIRED IN ORDER TO PROCESS THIS LICENSE APPLICATION

I, (print name) Pete Leo**, agree to strictly comply with all the laws of the State of Minnesota governing the taxation of business and all ordinances of the City of Waconia, and that I intend to comply with the special event policy as well as any conditions of approval that may be placed on the permit if granted. I understand I can review all City ordinances on the City website or in the City Hall's Office.**

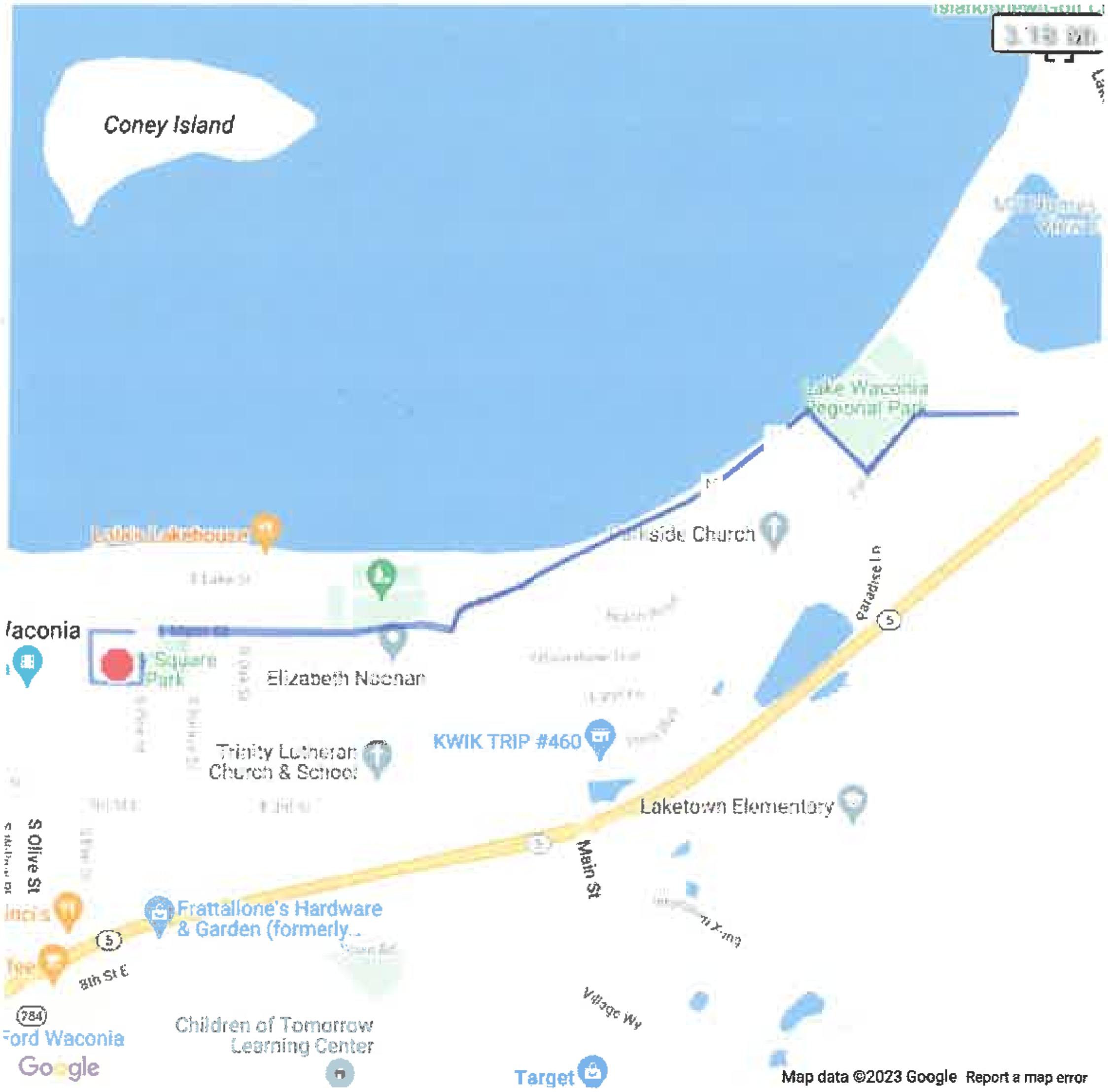
I affirm I have no intention or agreement to transfer the permit being applied for to another person or entity, or to allow any other person or entity to operate under the authority of the permit. I understand that by submitting this application, I hereby consent to allow the appropriate City personnel, or any authorized representative or agents, to inspect the event premises for the purpose of ensuring compliance with the law and any permit conditions at any time the permit is active. I also understand that a denial of permission for such a lawful inspection of the premises is a violation of the permit provisions.

I hereby certify that I have read and understand every question in this application and that the answer to every question is true to my knowledge, information and belief. I further understand that the giving of false information as part of this application, regardless of when it is discovered, and/or failure to give required pertinent information can constitute cause for denial, suspension, or revocation of any permit issued.

Signature of Applicant ______ Date 3/26/22


Dakota Rail Trail
North Shore Rd.
Porta Potty
10K Starts At 8 a.m. on #155
Rest Stop and Porta Potty
CC #10
Carver Co. #155
West Shoreline Dr.
Runners & Walkers turn left on #155
Co. Rd #92
CC #10
Faith Lutheran Rest Stop Cross over to north side of Waconia Parkway N. @ Scott Ln.
Run through Carver Co. Park
Waconia Parkway N.
Trail
W. Lake St.
5K
Cross Over Run/Walk on Trail on south side of Waconia Parkway North @ Willowbrook Ln.
Turn right on Elm St.
Turn left on 1st St.
10 Mile Start & Finish Line for both events St. Joseph Church

5K


Coney Island
Lake Waconia Regional Park
Trinity Lutheran Church & School
Elizabeth Noonan
KWIK TRIP #460
Laketown Elementary
Main St
Paradise Ln
S Olive St
Frattallone's Hardware & Garden (formerly...
8th St E
Children of Tomorrow Learning Center
Village Wy
Target
Map data ©2023 Google
Report a map error

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 17, 2023
Item Name:	2023 Dock Slip Lease for Fire Department Boat
Originating Department:	Fire
Presented by:	Justin Sorensen
Previous Council Action (if any):	

Item Type (X only one):	Consent	X	Regular Session		Discussion Session	

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Adopt Resolution No. 2023-103, Authorizing 2023 Dock Slip Lease for the Fire Department Boat with In Towne Marina, LLC

EXPLANATION OF AGENDA ITEM *(Include a description of background, benefits, and recommendations.)*

The Fire Department has received the 2023 lease agreement and invoice for slip rental for 2023. The department uses the slip to store its 22' Lake Assault rescue boat on a lift throughout the summer boating season to be sure that it is immediately available to respond to emergencies on Lake Waconia. The final cost of services for the slip, which includes the installation, removal, and storage of the departments' boat lift is $4,750.00 for 2023. The boat will need to be removed by September 30th, 2023 at the latest.

Attachments:

1. 23103res In_Towne_Marina_Dock_Slip_Lease_2023_Res.docx
2. 2023 Summer Slip Lease.pdf
3. WaconiaFireDept2023SlipLiftInvoice.pdf

FINANCIAL IMPLICATIONS:
Funding Sources & Uses:
General Fund - Fire Department

Budget Information:
- X Budgeted
- ___ Non Budgeted
- ___ Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Planning Commission	
Parks and Recreation Board	
Safari Island Advisory Board	
Other	

CITY OF WACONIA
RESOLUTION NO. 2023-103

RESOLUTION AUTHORIZING 2023 DOCK SLIP LEASE FOR FIRE DEPARTMENT BOAT WITH IN TOWNE MARINA, LLC

WHEREAS, Fire Department Staff budgeted for the lease of a boat slip at In Towne Marina as part of the 2023 fire department operating budget; and

WHEREAS, In Towne Marina has provided a lease agreement that allows the boat to be stored on a fire department owned lift in a slip from Mid-May until September 30, 2023.

WHEREAS, storage of the boat on Lake Waconia is critical to the timely operations of the department when an emergency occurs on the lake; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waconia herby authorizes the 2023 dock slip lease for the fire department's boat with In Towne Marina, LLC,

Adopted and approved by the City Council of the City of Waconia on this 17th day of April, 2023.

____
Nicole Waldron, Mayor

Attest: ______________________________
Jackie Schulze, City Clerk

IN TOWNE MARINA, LLC 2023

2023 Dock SLIP Lease ~ Mid-May (Weather Permitting) to Sept. 30th, 2023

In Towne Marina LLC, does hereby lease to the undersigned customer a dock slip for the 2023 season. The customer agrees to the following for their protection and to aid In Towne Marina to provide quality service. This lease is not transferable and in no way creates a relationship of agent principal or servant master between In Towne Marina, its agents or servants to be held harmless by the undersigned and other related parties. **Customers are fully responsible and will insure their boat for**: liability, medical, legal, property, weather, damage, theft, and unforeseen incidents. Dock Slips leased and all property therein or thereon is under the custody care and control of the customer and not that of In Towne Marina, their agents or servants. If it is the judgment of In Towne Marina that the customer's boat, its docks, other boats or persons are endangered because of the condition of said customer's boat, immediate temporary repairs can be made by the marina including but not be limited to, towing boat, pumping or bailing boat, removal of boat from lake, installation of tie lines or other devices deemed advisable. Services in this regard shall be billed to and paid by Customer.

Spring 2023 Boat Arrival Arrangements

Dock Slip use dates can only be anticipated. Spring dock & buoy preparation will begin as soon as the ice is off the lake. **Customer recognizes that early or late ice out and unforeseen weather may allow slip use earlier OR later than mid-May, and will check on building progress and marina approval before bringing their boat.** Boats stored on the marina parking lot are placed first to resume parking/traffic. Boats stored indoors with the marina will be prioritized next, followed by other returning customers. Those **NEW** to the marina in 2023 will come next, because lines will need to be set-up for your slip (see "Dock Lines" below). Customers will take or arrange removal of their trailer on launch day. Summer Marina Trailer Storage Leases are mailed Spring 2023. If you would like to store your trailer with us, please return a paid trailer lease BEFORE launch to allow staff to immediately store the trailer. **NOTE: Due to MN Gamefish Opener increased traffic: NO tying into slips that weekend (Friday through Sunday, May 12-14, 2023).**

Late Summer Hours and Fall 2023 REQUIRED Removal Date of Boat from Space

ATTENTION: Shop retail hours will be shortened in mid-to-late August as summer part-time help heads back to school. Gas and staff services will be more limited after Labor Day. Shop retail will close for the season after Sunday, September 17th, 2023. Once closed, full-time staff will likely be around the marina most afternoons working on boat cleaning, winterization or dock removal if you need assistance. **Docked Boats must vacate NO later than Saturday, September 30, 2023 to allow staff to safely dismantle and store marina and customer equipment.** Customer acknowledges strong winds/storms can make fall boat removal hazardous & will allow sufficient time to remove their boat by the end date. Unpaid invoices are to be paid before leaving for the season.

Dock Lines

IMPORTANT: New Members will have a **One-Time $250 Set-up Fee** which includes parts and labor for marina-owned custom dock line usage, and account set-up. New members should plan to schedule their boats' arrival (one day minimum notice) and allow 2 daylight hours minimum for marina staff to work alone with your boat to tie and center it into its slip. The marina mostly uses ½" nylon braid line, with some 3/8" nylon braid line to tie your boat, with rubber tie-downs [bungees or snubbers] at each corner, to help prevent damage to marina docks and boats. Under **normal** conditions, lines will generally last years with maintenance. The marina stores your lines to re-use the following season. **Customers recognize it is their responsibility to check their lines throughout the season for effectiveness, and will report any wear or concerns to management. Marina maintains line parts & does all line repairs at NO COST to you for both new and existing members, therefore dock lines remain marina property if customer chooses to not renew in the future.** If you change boats, there will be a line alteration fee of up to $250.

Other Conditions

-Customers will provide a set of ignition keys to staff in case of an emergency [heavy rain events, etc.] & to provide requested services.
-Boat COVER and BILGE Pump appropriate to the boat must be provided by customer to sufficiently repel and discharge rain - (Pontoons are exempt from this requirement).
-Customer assures their boat (hull, fuel systems, etc.), and trailer is safe and operable before placing in boat slip or marina grounds.
-NO Swimming from docks/buoys or cooking on boats or docks within marina area. Customer & guests will abide by all MN & U.S law.
-For security, customer will supervise their CHILDREN and GUESTS. If arriving to boat after 10 PM, inform us before store closing.
-**PARKING: On Weekends & Holidays and Busy Weekdays, ONE Vehicle is allowed on parking lot per BOAT at marina to be fair to all members.** If possible, staff helps you locate on-lot space. Extra vehicles will be asked to park on city streets.
-Marina staff must be notified BEFORE Boat is REPAIRED/SERVICED by others [during business hours only] on marina premises.
-**Customer is NOT ALLOWED to refuel their boat at marina docks with portable fuel containers (for insurance reasons)**.
-Customer agrees their boat is for their use only or permitted guests. NO RENTAL allowed of your boat for profit while at marina.
-**Proper Conduct Policy**: We are a fun, family-oriented environment. Our expectation is respectful conduct on the premises at all times. We do not permit disrespectful conduct toward other members, guests or employees. Disrespectful conduct includes, but is not limited to language or demeanor that is vulgar, profane, indecent, offensive, hostile or threatening. Customer & guests will abide by all MN & U.S. laws, and agree to our proper conduct policy, or risk voiding this contract, with no guarantee of refund.

IMPORTANT: In Towne Marina LLC is in control of all sub-letting of slips whether customer is vacating their slip or selling their boat during the season. If customer decides to sell their boat during the season, In Towne Marina will not allow seller to fill vacant space with their buyer or anyone else, as we fill all spaces from people on our waiting list who have in some cases been waiting for years. For security reasons, seller agrees they will not mention or include the marina slip on advertising and agree they will NOT physically display "For Sale" signs or similar signs on their boat. Seller must be present during all showings. We ask to be notified no later than August 1st, 2023 for any chance to receive partial slip refund. Customer agrees to pay In Towne Marina a minimum $500 transfer fee, above and beyond the agreed upon sub-let price that In Towne Marina determines. No refund will be given for any slips vacated after August 1st, 2023. Neither payment refund, nor sub-let arrangement is guaranteed. Please ask management if you have questions

PRIVACY POLICY: Information given is kept in strictest confidence & unless dictated by law, or customer approval, never shared anywhere.

Owner Name ____ Cell (_____) ______-_______ Email ________________________

Spouse/Partner Name __________________________________ Cell (_____) ______-_______ Email ________________________

Address_______________________________________ City________________________ State_______ Zip Code____________

Powerboat/Pontoon: **Make/Model/Year**____

Length (Inc. Ski Deck) __________ Width _________ Weight__________ Motor Make__________________________ HP________

Circle One: Outboard / Inboard/Outboard / Other Trolling Motor on Front: Yes / No

The undersigned agrees to **return the 2023 Signed Lease with a Non-Refundable $500 Check Payment by 10/31/2022 and Pay Remainder with Check by 1/10/2023 <u>or</u> Pay Remaining 3 Installment Check Payments by 1/10/2023, 2/10/2023, and Final Payment by 4/30/2023 or risk losing 2023 Space.** No Discount offered if ANY payment is late. Late fees (1.5% per month) may be charged. **<u>ALL</u>** payments must be made before boat is placed at marina. NO refund guaranteed if space is <u>NOT</u> used.

Owner Signature____ **Dated**______/______/_______

Customer Keeps YELLOW Copy **--- MAIL Signed WHITE Lease Copy Payable to: In Towne Marina, LLC PO Box 7, Waconia, MN 55387**

In Towne Marina
PO Box 7
Waconia, MN 55387

952-442-2096

Invoice

Invoice #
SlipLift23

City of Waconia Fire Department
Attn: Finance
201 So Vine Street
Waconia, MN 55387

Date
3/28/2023

Quantity	Description	Rate	Amount
1	Annual Customer-owned Boat LIFT fees for Spring 2023 marina Installation into slip; Fall Removal from lake and Storage of lift (Outdoor Fall & Winter Storage on marina lot from October 1st, 2023 until May 1st, 2024)	1,100.00	1,100.00
1	2023 Annual Boat SLIP (Maximum-Size Slip-extra strong) for 22' Lake Assault brand Powerboat to be removed from marina docks & lot by September 30, 2023	3,650.00	3,650.00
	Customer is responsible to Insure this Boat; Lift & its' users as described on lease		
	PLEASE: Return a 2023 Signed Lease ASAP		
	Provide Full payment by 4/30/23		
	Make Payment and Mail to: In Towne Marina LLC PO Box 7 Waconia MN 55387		
	Thank you!		

Subtotal	$4,750.00
Tax (0.0%)	$0.00
Total	**$4,750.00**

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 17, 2023
Item Name:	Minnesota State Fire Marshall's Division washer/extractor grant.
Originating Department:	Fire
Presented by:	Justin Sorensen
Previous Council Action (if any):	None

Item Type (X only one):	Consent	X	Regular Session		Discussion Session	

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Adopt Resolution 2023-104, Approving submission of grant application.

EXPLANATION OF AGENDA ITEM *(Include a description of background, benefits, and recommendations.)*

The Minnesota State Fire Marshall's Division has a grant program that provides funding for fire departments to purchase washer/extractors and dryers through a matching grant program based on population. Our city would be required to proved a 25% match to the items. We would be pursing 2 turnout gear washer/extractors at a cost of $15,995 each. These extractors are part of the planned decontamination area of the new fire station construction beginning this year. The grant funds would offset costs to include these items in the construction soft costs budget.

Attachments:

1. 23104res Fire_Marshall_Grant.doc

FINANCIAL IMPLICATIONS: Funding Sources & Uses:	***ADVISORY BOARD RECOMMENDATIONS:***	
Budget Information:	Planning Commission	
__X__ Budgeted	Parks and Recreation Board	
_____ Non Budgeted	Safari Island Advisory Board	
_____ Amendment Required	Other	

CITY OF WACONIA
RESOLUTION NO. 2023-104

RESOLUTION AUTHORIZING FIRE CHIEF TO APPLY FOR GRANT FUNDS FROM THE MINNESOTA STATE FIRE MARSALL'S DIVISION

WHEREAS, the fire department has expenses planned for the decontamination areas of the new fire station; and

WHEREAS, the Minnesota State Fire Marshall's Division has a grant program for washers/extractor's and dryers available to all Minnesota fire departments; and

WHEREAS, the funds if awarded will offset budgeted dollars that have been identified in the soft costs of construction for the new fire station; and

WHEREAS, the Fire Chief is authorized to submit and administer the grant application.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of application for Minnesota State Fire Marshall's Division grant funds.

Adopted by the City Council of the City of Waconia on this 17th day of April 2023.

____
Nicole Waldron, Mayor

Attest: __________________________
Jackie Schulze, City Clerk

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 17, 2023
Item Name:	Arbor Day Proclamation
Originating Department:	Administration
Presented by:	Shane Fineran

Previous Council Action (if any):

Item Type (X only one):	Consent		Regular Session	X	Discussion Session	

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Read Arbor Day proclamation into the record.

EXPLANATION OF AGENDA ITEM *(Include a description of background, benefits, and recommendations.)*

Annually the city celebrates arbor day and its stats as a Tree City by proclaiming Arbor Day in the community, this year will be on April 28th. In celebration, on April 20th the Park Board invites all community members to participate in some planting of trees at Brook Peterson Park at 6:00 p.m.

Attachments:

1. Waconia Arbor Day Proclamation 2023.docx

FINANCIAL IMPLICATIONS:

Funding Sources & Uses:

Budget Information:

_________ Budgeted

_________ Non Budgeted

_________ Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Planning Commission	
Parks and Recreation Board	
Safari Island Advisory Board	
Other	

PROCLAMATION

Declaring Friday, April 28th, 2023 Arbor Day

in the City of Waconia

WHEREAS: Arbor Day provides an opportunity to celebrate the importance of trees and forests to our economy, culture, history, and future of the city of Waconia; and

WHEREAS: Trees are of great value as they provided clean air and water, shade and energy savings, wildlife habitat, recreational opportunities, wood products, and jobs while capturing and storing carbon from the atmosphere, thereby offsetting greenhouse gas emissions; and

WHEREAS: Properly planted and caring for a diverse mix of trees makes community forests more resilient by minimizing the impacts of disease, insects, and other stressors such as climate change and providing long-term community and environmental benefits; and

WHEREAS: Thoughtfully choosing, planting, and caring for a diverse mix of trees now supports resilient communities into the future.

NOW, THEREOFRE, I, Nicole Waldron, Mayor of Waconia, do hereby proclaim Friday, April 28th, 2023 as: ARBOR DAY in the City of Waconia.

17th Day of April of 2023 ______________________________

Mayor, Nicole Waldron

Attest:______________________________

City Administrator, Shane Fineran

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 17, 2023				
Item Name:	Pre-Sale Report & Review of $5,085,000 General Obligation Bonds, Series 2023A – 2023 Infrastructure Improvement Projects & Equipment Replacement				
Originating Department:	Finance				
Presented by:	Nicole Meyer				
Previous Council Action (if any):					
Item Type (X only one):	Consent		Regular Session	X	Discussion Session

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Adopt Resolution 2023-101, Providing for the Sale of $5,085,000 General Obligation Bonds, Series 2023A - 2023 Infrastructure Improvement Projects & Equipment Replacement

EXPLANATION OF AGENDA ITEM *(Include a description of background, benefits, and recommendations.)*

Staff has been working with Ehler's on the issuance of bonds to fund the 2023 infrastructure improvement project and replacement of two dump trucks (one budgeted for in 2023 and one budgeted for in 2024) . The City budgeted to issue General Obligation 429 special assessment bonds, revenue bonds, and equipment certificates (Minnesota Statute 410/412) to fund some of the project costs. Staff has identified American Rescue Fund proceeds as another funding source for the projects. Attached "Exhibit A" is breakdown of the 2023 infrastructure projects and equipment replacements along with their funding sources.

General Obligation special assessment 429 bonds are being issued for the street reconstruction portion of the bonds. These improvements are planned to be repaid with special assessment payments from property owners in the area of the improvements. In addition, the City will issue a new special debt levy for the portions not paid by special assessments.

General Obligation 115 bonds are bonds that can be issued only for sanitary sewer projects. Under Minnesota Statute 115.46, the City may issue these bonds to aid in financing sewer projects and repay the debt using special assessments, revenue, or a special debt levy if needed. Currently, the City plans to pay these bonds with revenues in the sanitary sewer fund.

General Obligation 444 revenue bonds will be issued for those portions of the projects related to water and storm water. These are revenue bonds that must be repaid with revenues in the enterprise funds from sales paid by the City's customer base.

General Obligation 410/412 bonds will be issued for the equipment replacements. The City will issue a new special debt levy for repayment of these bonds.

Todd Hagen from Ehlers will be at the meeting to present to the City Council a pre-sale report for the bonds along with the resolutions to be considered for approval. These steps will allow City staff to continue in the next steps of the issuance of bonds for the financing of these projects.

Staff will finalize the amount of the final bond issue after approval of the project bid and calculation of the special assessments.

Attachments:

1. 23101resWaconia_2023A_Set_Sale_Resolution.docx
2. 2023A Bond Issuance_Exhibit A.pdf

FINANCIAL IMPLICATIONS:	***ADVISORY BOARD RECOMMENDATIONS:***	
Funding Sources & Uses: Special Debt Tax Levy, Water, Sewer, and Storm Water Utility Funds		
Budget Information:	Planning Commission	
___X___ Budgeted	Parks and Recreation Board	
______ Non Budgeted	Safari Island Advisory Board	
______ Amendment Required	Other	

EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF THE CITY OF WACONIA, MINNESOTA

HELD: APRIL 17, 2023

Pursuant to due call and notice thereof, a regular or special meeting of the City council of the City of Waconia, Carver County, Minnesota, was duly held at City Hall on April 17, 2023, at 6:00 P.M., for the purpose, in part, of authorizing the competitive negotiated sale of $5,085,000 General Obligation Bonds, Series 2023A.

The following members were present:

and the following were absent:

Member ________________ introduced the following resolution and moved its adoption:

RESOLUTION NO. 2023-101

RESOLUTION PROVIDING FOR THE SALE OF $5,085,000 GENERAL OBLIGATION BONDS, SERIES 2023A

A. WHEREAS, the City Council of the City of Waconia, Minnesota (the "City") has heretofore determined that it is necessary and expedient to issue the City's $5,085,000 General Obligation Bonds, Series 2023A (the "Bonds"), to finance projects as described in the Official Statement to be prepared by Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"); and

B. WHEREAS, the City has retained Ehlers, as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9).

NOW, THEREFORE, BE IT RESOLVED by the City of Waconia, Minnesota, as follows:

1. <u>Authorization</u>. The City Council hereby authorizes Ehlers to assist the City for the sale of the Bonds.

2. <u>Meeting; Proposal Opening</u>. The City Council shall meet at 6:00 P.M. on May 15, 2023, for the purpose of considering proposals for and awarding the sale of the Bonds.

3. <u>Official Statement</u>. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by Council Member _______________________ and, after full discussion thereof and upon a vote being taken thereon, the following Council Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA
CARVER COUNTY
CITY OF WACONIA

I, the undersigned, being the duly qualified and acting Administrator of the City of Waconia, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council, duly called and held on the date therein indicated, insofar as the minutes relate to providing for the issuance and sale of $5,085,000 General Obligation Bonds, Series 2023A.

WITNESS my hand on April 17, 2023.

____
City Administrator

"Exhibit A"

Number	Project	Project Cost	Financing	Notes
1	Street Reconstruction - Main/Olive Street - Street	$ 1,188,097	429 Special Assessment Bonds	Based on feasibility study
1	Street Reconstruction - Main/Olive Street - Sidewalk	$ 459,756	429 Special Assessment Bonds	Based on feasibility study
1	Street Reconstruction - Main/Olive Street - Water	$ 986,243	Water Bonds - 444/American Rescue Fund Act	Based on feasibility study
1	Street Reconstruction - Main/Olive Street - Sewer	$ 507,202	Sewer Bonds - 115/American Rescue Fund Act	Based on feasibility study
1	Street Reconstruction - Main/Olive Street - Storm Water	$ 1,452,152	Storm Water Bonds - 444	Based on feasibility study
2	Storm Water Reuse System - Core Downtown	$ 1,191,050	CCWMO Grants/Storm Water Cash	Based on feasibility study
3	Single Axel Dump Truck with Plow - Truck #36 Replacement	$ 312,392	Equipment Certificate	Based on resolutions approved
4	Tandem Dump Truck - Truck #40 Replacement	$ 351,406	Equipment Certificate	Based on resolutions approved
	Total 2023 Project Costs:	**$ 6,448,298**		

429 Special Assessment Bonds

Number	Project	Project Cost	Financing
1	Street Reconstruction - Main/Olive Street - Street	$ 1,188,097	429 Special Assessment Bonds
1	Street Reconstruction - Main/Olive Street - Sidewalk	$ 459,756	429 Special Assessment Bonds
	Total 429 Special Assessment Bonds:	**$ 1,647,853.00**	

Water Bonds

Number	Project	Project Cost	Financing
1	Street Reconstruction - Main/Olive Street - Water	$ 986,243	Water Bonds - 444/American Rescue Fund Act
	American Rescue Act Funding	$ (187,500)	ARPA
	Total Water Bonds:	**$ 798,743**	

Sewer Bonds

Number	Project	Project Cost	Financing
1	Street Reconstruction - Main/Olive Street - Sewer	$ 507,202	Sewer Bonds - 115/American Rescue Fund Act
	American Rescue Act Funding	$ (187,500)	ARPA
	Total Sewer Bonds:	**$ 319,702**	

Storm Water Bonds

Number	Project	Project Cost	Financing
1	Street Reconstruction - Main/Olive Street - Storm Water	$ 1,452,152	Storm Water Bonds - 444
2	Storm Water Reuse System - Core Downtown	$ 1,191,050	CCWMO Grants/Storm Water Cash
	2022 CCWMO Cost Share Grant (Approved)	$ (10,000)	Carver County Water Management Organization
	2023 CCWMO Cost Share Grant	$ (50,000)	Carver County Water Management Organization
	2023 Watershed-Based Implementation Funding	$ (200,000)	Carver County Water Management Organization
	City Storm Water Utility Fund	$ (931,050)	City of Waconia
	Total Storm Water Bonds:	**$ 1,452,152**	

Equipment Certificates

Number	Project	Project Cost	Financing
3	Single Axel Dump Truck with Plow - Truck #36 Replacement	$ 312,392	Equipment Certificate
4	Tandem Dump Truck - Truck #40 Replacement	$ 351,406	Equipment Certificate
	Total Sewer Bonds:	**$ 663,798**	

Other Sources

Number	Project	Project Cost	Financing
	2022 CCWMO Cost Share Grant (Approved)	$ 10,000	Carver County Water Management Organization
	2023 CCWMO Cost Share Grant	$ 50,000	Carver County Water Management Organization
	2023 Watershed-Based Implementation Funding	$ 200,000	Carver County Water Management Organization
	City Storm Water Utility Fund	$ 931,050	City of Waconia
	City Water and Sewer Utility Fund	$ 375,000	American Rescue Fund Act
	Total Other Sources:	**$ 1,566,050**	

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 17, 2023
Item Name:	Award 2023 Downtown Improvement Project
Originating Department:	Public Services
Presented by:	Craig Eldred
Previous Council Action (if any):	• March 6th, 2023; Approving 2023 Improvement Plans and Specifications & Ordering Advertisement for Bids

Item Type (X only one):	Consent		Regular Session	X	Discussion Session	

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Adopt Resolution 2023-102; Authorizing Approval of Construction Contract With GMH Asphalt Corporation For The 2023 Improvement Project At The Cost of $2,720,586.31 And Staff Acquisitions for Lighting, Wayfinding, And Project Trailer At The Cost of $682,156.00

EXPLANATION OF AGENDA ITEM *(Include a description of background, benefits, and recommendations.)*

As noted staff received approval of City Council of Improvement Plans and Specifications and Ordering Advertisement for Bid the 2023 Improvement Project. The improvements include 1.) Utilities; sewer, water, storm water, lighting. 2.) Surfaces; sidewalks, streets, parking access to lower ramp from building front to building front of the following:

- Main Street W From Maple Street S to Approximately 100 Feet East of Olive Street S
- Olive Street S From Main Street W to First Street W

Bids were received on April 11th, 2023 via Quest and provided in verbal format over Teams by the City Engineer at 10:00 a.m.
Eight bids were received as detailed below and within the letter of recommendation provided by the City Engineer.

Bidder	Bid Amount
GMH Asphalt Corporation	$2,720,586.31
Valley Paving, Inc.	$2,786,861.70
Northdale Construction	$2,798,346.15
R&R Excavating, Inc.	$2,918,862.29
S.M. Hentges & Sons	$2,965,517.42
WM Mueller & Sons	$3,048,053.98
Kuechle Underground	$3,233,495.27
Meyer Contracting	$3,579,025.84

The bid provided by GMH Asphalt Corporation was 15% below the Engineer's Estimate of $3,200,000.00, and 24% below the Highest Received Bid as noted in the City Engineer letter of recommendation. Competitively, we are happy with the outcome of the bid process. GMH Asphalt has provided information of their Utility Sub-Contractor and focus of staffing to meet the provisions as recommended by City Council for incentives of completion for this highly focused improvement project.

Material costs are provided for City sole-sourced improvements of lighting but limited to the Type A & A3 light poles, wayfinding, and project trailer outside of the 2023 Improvement Contract. Prices have been secured and are of high importance to meet the timing of the finished phase of the project with details noted below. A component of these improvements are support of electricity to maintain current lighting in the downtown with required service delivery alterations for lighting of the parking ramp and portions of First Street currently supplied by Xcel. These lighting segments have exceeded their life expectancy and are the focus of de-commissioning, removal, replacement and revitalizing the downtown core established back in 2014. Wayfinding is extremely limited as discussed in a previous work session and accounts for eight items, some of which staff are working with suppliers on duplicating use of programmed pole purchases necessary for downtown. The job trailer as discussed was planned as a cost saving effort to support project management of the continued downtown improvements and other improvement projects proposed within the community. Upon end of service, this unit may be sold. Below staff have provided details on the cost estimates relevant to these acquisitions and installation. Staff computed a 10-percent contingency to these items in the case of a pricing change, since most pricing items were secured in February and March of 2023.

• Wayfinding 8 units including materials and installation	$40,000.00
• Poles Supporting Banner, CCTV, Wayfinding, Street Signs where applicable	$68,111.00
• Street Lighting Fixtures, Cyclone; Type A 20 Units, Type A-3 6 Units	$212,872.00
• Lighting Decommissioning of Current Street Lighting	$30,000.00
• Construction Trailer; Satellite 8' X 36'	$45,498.00
• Total Planned Expense	$396,481.00

Attached staff have provided the Engineer recommendation letter, Resolution and individual cost estimates for Wayfinding, Poles, Light Fixtures which are sole sourced to meet design standards, and a Construction Trailer. De-commissioning, installation, wire, conduit, concrete, and labor are necessary to maintain current lighting systems adjacent the programed improvements.. Staff have programmed to make banner poles acceptable for Wayfinding, Street Signage where applicable, and future CCTV as discussed with Council. CCTV installations of downtown for parking security would be a separate capital improvement project.

Staff are requesting the ability to obtain bid prices for the lighting systems and equipment installations due to the extent of work and expected costs.

Staff recommends approval of this request awarding the improvement project to GMH Asphalt Corporation and allow staff to order necessary materials to meet the lighting, wayfinding and installation needs for the programmed improvement project.

Attachments:

1. 23102res Construction_Contract_2023_Imp_Res.doc
2. 2023-04-12 Downtown Ph 1 Award.pdf
3. Cyclone Lighting Materials, Individual Units.pdf
4. ALP Banner Pole Material Cost.pdf
5. ALP CCTV Pole Material Cost.pdf
6. Wayfinding Material Costs.pdf

FINANCIAL IMPLICATIONS: Funding Sources & Uses: Bonding	***ADVISORY BOARD RECOMMENDATIONS:***	
Budget Information: __X__ Budgeted ____ Non Budgeted ____ Amendment Required	Planning Commission	
	Parks and Recreation Board	
	Safari Island Advisory Board	
	Other	

CITY OF WACONIA
RESOLUTION NO. 2023-102

RESOLUTION AUTHORIZING APPROVAL OF CONSTRUCTION CONTRACT WITH GMH ASPHALT CORPORATION FOR THE 2023 IMPROVEMENT PROJECT AT THE COST OF $2,720,586.31 AND STAFF ACQUISITIONS FOR STREET LIGHTING, WAYFINDING, PROJECT TRAILER AT A COST OF $396,481.00 AND ABILITY TO BID WAYFINDING & LIGHTING INSTALALTIONS

WHEREAS, one of the City's Priorities "Infrastructure – managing, maintaining, and improving our current and future physical assets"; and

WHEREAS, the streets listed below are programmed improvements associated with the 2022 Improvement Project; and

- Main Street W from Maple Street S to approximately 100 feet east of Olive Street S
- Olive Street S from Main Street W to First Street W

WHEREAS, bids were received virtually via quest on April 11th, 2023 at 10:00 a.m.as provided below; and

Contractor	**Bid Price**
GMH Asphalt Corporation	$2,720.586.31
Valley Paving, Inc.	$2,786,861.70
Northdale Construction	$2,798,346.15
R&R Excavating, Inc.	$2,918,862.29
S.M. Hentges & Sons	$2,965,517.42
WM Mueller & Sons	$3,048,053.98
Kuechle Underground	$3,233,495.27
Meyer Contracting	$3,579,025.84

WHEREAS, GMH Asphalt Corporation has completed projects of this scale; provided information as detailed within the recommendation letter from our Engineer and has been a responsible Contractor who are recommended for approval of a Construction Contract.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of Construction Contract with GMH Asphalt Corporation for the 2023 Improvement Project at the cost of $2,720,586.31 and staff material acquisitions for lighting, wayfinding, and project trailer at costs of $396,481.00 and ability to bid wayfinding and lighting installations.

Adopted by the City Council of the City of Waconia this 17th day of April, 2023.

____

Nicole Waldron, Mayor

Attest: ____________________________
Jackie Schulze, City Clerk

BOLTON & MENK
Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

Ph: (952) 448-8838
Fax: (952) 448-8805
Bolton-Menk.com

April 12, 2023

City of Waconia
Attn: Shane Fineran
201 South Vine Street
Waconia, MN 55387

Re: Downtown Reconstruction Phase 1 Award

Honorable Mayor and City Council Members:

Bids were received for the above referenced project on April 11, 2023. Eight bids were received and are tabulated below. The low bid was submitted by GMH Asphalt Corporation from Chaska, MN.

CONTRACTOR	TOTAL BID
GMH Asphalt Corporation	$2,720,586.31
Valley Paving, Inc.	$2,786,861.70
Northdale Construction	$2,798,346.15
R&R Excavating, Inc.	$2,918,862.29
S.M. Hentges & Sons	$2,965,517.42
Wm Mueller & Sons	$3,048,053.98
Kuechle Underground	$3,233,495.27
Meyer Contracting	$3,579,025.84

Evaluation of the bids indicates the bidding process was very competitive. The low bid submitted was 15% below the engineer's estimated amount of $3,200,000.00 and 24% below the high bid of $3,579,025.84. Also, the City is coordinating some items separately from the construction contract that are not included in this bid price (lighting, signing, job trailer, etc.).

GMH Asphalt last worked on City of Waconia projects that were awarded in 2021 (Waconia Parkway South and the East Frontage Road). These two projects experienced delays primarily due to unknown private utility lines discovered during construction combined with pipe material supply issues and a labor shortage by the utility companies to relocate these facilities. To combat these issues, Bolton & Menk staff along with City staff met with each private utility company individually this winter to review the project and to review the conflicts. This coordination work is typically handled by the contractor. However, to avoid any possible delays we initiated this step before having a contractor. Relocation work with Centerpoint Energy is already scheduled to occur before a construction contract is in place. Other private utility companies have verified there is minimal to no conflicts with their facilities through this coordination process as the majority of their lines are located in the alleys.

Discussions with GMH Asphalt have occurred since the bid opening. To follow are items to share to as to the current state of their company and their approach to this project:

- GMH Asphalt has identified a full-time Superintendent to remain on site during all construction operations. They are committed to meeting the desired schedule and achieving the completion date incentive.
- The municipal utility work is a major component of this project. Schneider Excavating is the utility subcontractor for GMH Asphalt. Schneider Excavating has successfully completed many projects in town, and they were recently awarded the contract for the Lakeview Terrace Blvd storm sewer project.
- Since the 2021 projects, GMH Asphalt has added 2 crews to their team. One of these is a misc. crew that primarily does removal work and clean-up / restoration work. The other is a paving / street construction crew.
- GMH Asphalt has capacity in their workload to aggressively work on this project. They need to successfully bid on a few more projects to fill their schedule. However, these upcoming projects that are bidding will have schedules later in the season than the Downtown Reconstruction, Phase 1 project.

GMH Asphalt has successfully completed projects of this type in the past and thereby have shown themselves to be a responsible contractor. Based on the items above, we recommend the City award a contract in the amount of $2,720,586.31 to GMH Asphalt Corporation. I am open to discuss this information with you and answer any questions you or the City Council may have.

Respectfully Submitted,
BOLTON & MENK, INC.

Jake D. Saulsbury

Jake Saulsbury, P.E.

cc: Craig Eldred, Public Services Director
Nicole Meyer, Finance Director
Ryan Johnson, Bolton & Menk

Architectural Lighting Designs by EMS Partners

3519 Commerce Blvd (651) 592-8160

White Bear Lake, MN 55110

To: CRAIG ELDRED CITY OF WACONIA 310 EAST 10TH STREET WACONIA, MN 55387	Job Name: CITY OF WACONIA CYCLONE 2023 WACONIA, MN

Qty	Type	Mfg	Description	Unit Price	Extd.Price
1		CYCL	TYPE A	$7,330.00	$7,330.00
			(1) CY55P1A-FGC-T3-P60-40K-120-10KV-DIM-BK-TX		
			(1) MA240-C1-Q42-BK-TX		
			(2) BH3_4D_24IN_TW-BK-TX		
			(1) PS3_4D_20IN_TW-BK-TX		
			(1) PM49-15-GFIC2_BHD_108_36_B-BK-TX-CP5191		
			(1) BM11-BK-TX		
			(1) BOLTS_0.75		
1		CYCL	TYPE A3	$7,820.00	$7,820.00
			(1) CY55P1A-FGC-T3-P60-40K-120-10KV-DIM-BK-TX		
			(1) MA240-C1-Q42-BK-TX-CP4182		
			(2) BH3_4D_24IN_TW-BK-TX		
			(1) PS3_4D_20IN_S-BK-TX		
			PM49-15-GFIC2_BHD_108_36_B-BK-TX-CP5191		
			(1) BM11-BK-TX		
			(1) BOLTS_0.75		
1		CYCL	BOLLARD	$1,720.00	$1,720.00
			CBM1105C-CAP-T3-P30-40K-120-10KV-BB2-BK-TX-CP4344		
			BOLTS_0.375		
			_KIT TAMPER-PROOF TOOL BITS		
			QUOTE 2043-23-18456-1		
			*FREIGHT ALLOWED (INCLUDED)		
			*LEAD TIME APPROX 12 TO 14 WEEKS		

MFG Code	TERMS
Prices firm for entry by: 3/23/2023	Lead Time: PER MANUFACTURER

EMS PARTNERS PROPOSAL TERMS & CONDITIONS

Unless otherwise specified in this Proposal, all sales made by EMS Partners are made on the following terms and conditions:

1. EMS Partners LLC ("EMS", "we", "our") is a Dealer / Manufacturers Representative acting as the agent for the various suppliers quoted in this proposal. The Terms and Conditions of this proposal are the Terms and Condition of each of the manufacturers/suppliers and EMS, except where there exists a

point of conflict, in which case the Terms and Conditions of EMS will prevail for the point of conflict.

2. Copies of the Terms and Conditions for each manufacturer/supplier will be available upon request. Acceptance of this proposal is deemed to be acceptance of the Terms and Conditions of EMS and the manufacturers/suppliers.

3. The equipment specified in this proposal constitute the only items being offered and are our interpretations of the specifications and application requirements. No other items, accessories or services are included or implied.

4. EMS Partners do not manufacture or control any of the products or services offered in this proposal. Accordingly, we do not provide any warranties with respect to the products or services offered in this quote. However, the products and services offered on in this proposal may be covered by manufacturers' and/or supplier's warranties. To obtain warranty information or service for defective products, please contact the manufacturer/supplier or follow the instructions included in the manufacturer/supplier's warranty. You affirm that we shall not be liable, under any circumstances, for any breach of warranty claims or for any damages arising out of the manufacturer/supplier's failure to honor its warranty obligations to you.

5. WE HAVE BEEN GIVEN ASSURANCES OF PRODUCT MERCHANTABILITY AND COMPLIANCE FROM THE MANUFACTURERS. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS AND SERVICES YOU HAVE ORDERED THROUGH OUR SITE.

6. The Proposal with these terms and conditions contains the entire agreement between the parties and supersedes all prior discussions, representations, and negotiations, whether oral or written. Any agreement imposing additional or different obligations on EMS must be in writing and signed by a principal of EMS.

7. No order shall be binding on EMS unless and until accepted by EMS in writing. EMS may refuse to accept any order for any cause that EMS deems sufficient and shall not be liable for any claims of any nature because of failure to accept.

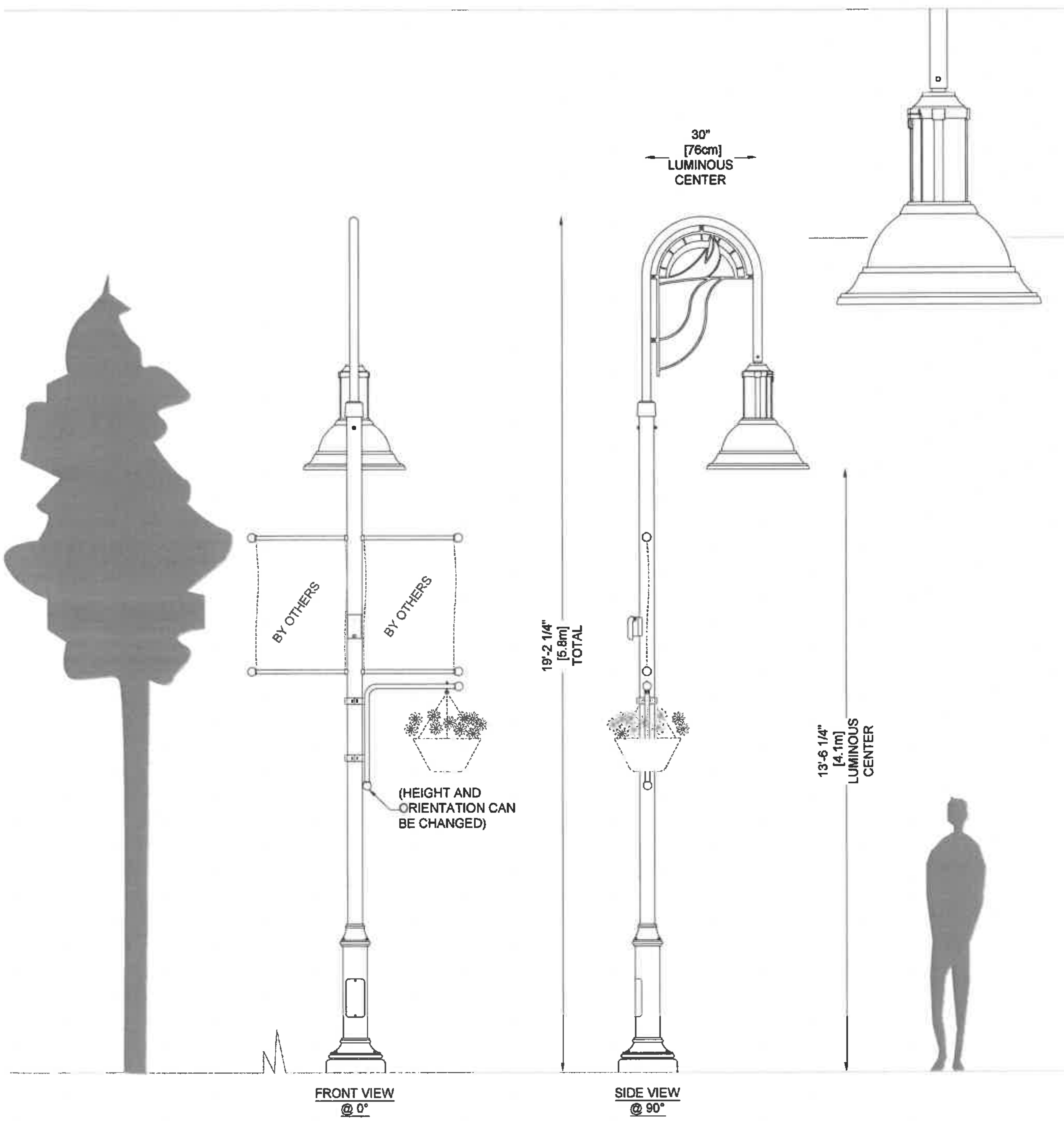
8. The contract arising out of EMS's confirmation of your purchase order shall be governed by and construed in accordance with the laws of the State of Minnesota. Additionally, if any legal action or inquiry is taken against EMS, such action must be filed with a court of competent jurisdiction in the State of Minnesota.

Printed: 02/21/23 15:51:24 Per: PHIL GUSICK Email: PHIL.GUSICK@EMSPARTNERSINC.COM

cyclone

APPROVAL – SPECIFICATION
Revision 1

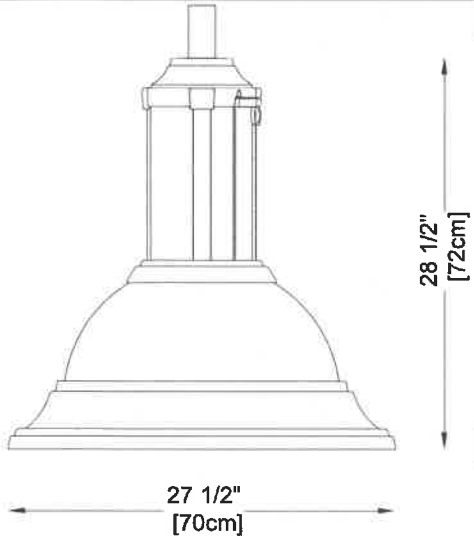
Project: **Waconia, MN – Orlando City of Waconia**	Quote: **SQ_032806**
Tag: **A3**	Qty: **10**



Stamp / Approval	File: **CY55P1A - SQ_032806 - WACONIA, MN - ORLANDO CITY OF WACONIA_REV1.DOCX**
Name: Date:	Date: **2023-02-21** Page: **1/7**
	Designer: **J.Charron**

Project: **Waconia, MN – Orlando City of Waconia**	Quote: **SQ_032806**

Tag: **A3**	Luminaire: **CY55P1A-FGC-T3-P60-40K-120-10KV-DIM-BK-TX**	Qty: **10**



EPA: **1.25 ft²**	Weight: **65 lbs / 30 kg**

Components

Head Module: Round shaped cast aluminum hood with an assembled cast aluminum lens frame for the optic module.

Opening System: Hinged optic frame mechanism allows a tool-free access inside the luminaire. Made of cast A356 aluminum alloy and sealed with a compression system. The luminaire optical enclosure offers an IP66 weatherproof protection. The electrical components are located inside the fitter and offer an IP54 weatherproof protection. The certification, maintenance and luminaire code labels are located inside the fitter.

Housing Module: Cast aluminum housing tops an extruded fitter, complete with a tool-free removable door that gives you access to the driver. Suspended on tenon and locked with locking bolt and set screws. Complete with "street side" sticker. For bracket having a 2 3/8"(6cm)Ø tenon with 0.154"(4mm) of wall thickness.

Optical / Electrical Components

Optical Module: The Orion LED optical engine is mechanically assembled to the optical module. The optical module has integrated hinges and stainless-steel latch that allows tool-free access to the driver. The cast A360.0-F aluminum heat sink/optical module is optimized to minimize the LEDs operating temperature, increasing their longevity and efficiency. A flat lens in **clear tempered glass (FGC)** is attached to a cast aluminum frame. The high efficiency **performance package 60 (P60)**, **white 4000K (40K)** LED optical engine is mechanically assembled on the heat sink and produces **9935 lumens.** The lifetime of the LEDs is 100,000 hours. It is based on the LM-80 test and extrapolated with TM-21. This data is calculated when 50% of the LEDs produce 70% of their initial luminous flux (L70). The minimum color rendering index (CRI) is 70. The optical acrylic lenses are designed to illuminate only where needed while achieving excellent uniformity with maximum spacing. The optical acrylic lenses are sealed on the LED board. Produces 0% uplight. The light distribution type according to IES is **III (T3).**

Driver Module: The self-adjusting **120-277VAC** Class 2 driver is removable. Primary voltage at ☐**MVOLT (120-277V)**, ☒**120V**, ☐**208V**, ☐**240V**, ☐**277V**, 50 / 60Hz, THD max 20%. High power factor of 90%. Operating temperature from -40°F (-40°C) to 130°F (55°C). **The driver provides 0-10V output (DIM)** and is ROHS compliant. Includes a **10kV/5kA** three-pole surge protector for Line-Ground, Line-Neutral and Neutral-Ground lines according to the IEEE / ANSI C62.41 2002 C standard.

General / Options

Wiring / Hardware: Type TEWT 14-7 AWG, 12"(30cm) minimum exceeding from luminaire. All electrical connections between modules are made with quick-disconnect connectors for easy maintenance. Extra wiring provided for an external dimming device **(DIM)**. All exposed hardware is stainless steel.

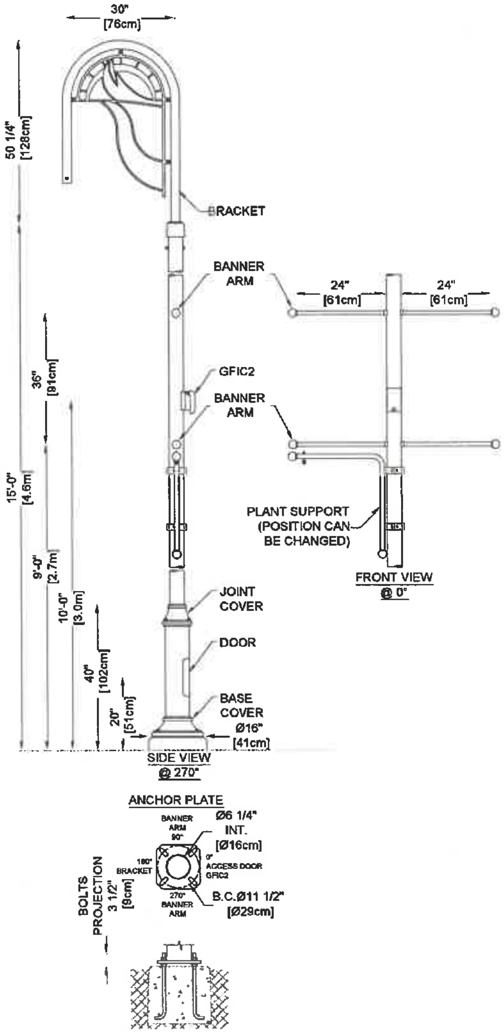
Color: BLACK RAL9005 (BK) / Finish: textured (TX)☒ or smooth(SM)☐. A durable polyester powder coating is applied and meets the AAMA 2604 requirements (5 years exposure to all weather conditions). The finish meets the ASTM G7, B117, D1654 and D2247 requirements relative to salt spray and humidity resistance. **Cyclone recommends the textured finish for this product.**

cyclone

APPROVAL – SPECIFICATION
Revision 1

Project: **Waconia, MN – Orlando City of Waconia**	Quote: **SQ_032806**

Tag: **A3**	Bracket: **MA240-C1-Q42-BK-TX-CP4182**	Qty: **10**
Tag: **A3**	Accessory: **BH3_4D_B_24IN_TW-BK-TX**	Qty: **20**
Tag: **A3**	Accessory: **PS3_4D_20IN_S-BK-TX**	Qty: **10**
Tag: **A3**	Pole: **PM49-15-GFIC2_BHD_108_36_B-BK-TX-CP5191**	Qty: **10**
Tag: **A3**	Decorative Cover: **BM11-BK-TX**	Qty: **10**



Bracket EPA: **3.05 ft²**	Weight: **20 lbs / 9 kg**

Components

Bracket: Decorative goose neck, made from a bent 2 3/8"(6cm) Ø aluminum pipe, with decorative cast aluminum adaptor and a laser-cut alignment ring **(MA240)**, welded together in a **single configuration (C1). Includes a laser-cut personalized logo ornament, mechanically secured on bracket (CP4182).** Designed to slip fits 12"(30.5cm) long inside a pole having a 4"(10.2cm) O.D. and a 0.226"(5.7mm) wall **(Q42)**. Mechanically secured to the pole top by means of 3 set screws **and 1 locking bolt (CP4182).**

Pole: Round shaped, made from a 4"(10.2cm) Ø high tensile strength ASTM A500 grade C steel pipe, welded to a 6 5/8"(16.8cm) Ø base. The wall thickness is **0.226"(5.7mm) (PM49)** for the pole and 0.188"(4.8mm) for the base. The pole is welded to both the top and the bottom of an anchor plate. Includes provision sleeves for 2 banner arms **(BHD). Includes locking bolt provision holes for the bracket (CP5191).**

Access door: Covering a 4" x 9"(10.2cm x 22.9cm) opening, with a sealing joint, giving access to the copper ground lug.

Decorative Cover: Round shaped two-pieces base cover and joint cover, made of cast A356 aluminum **(BM11)**, mechanically secured together.

Bolt circle: 11 1/2"(29.2cm) Ø. Available from 9 1/2" to 13"(24.1cm to 33cm) Ø.

Anchor bolts: Supplied by Cyclone: 3/4"Ø x 20"(17"+3").
Includes 4 fully galvanized anchor bolts with 8 nuts & washers for levelling.

General / Options

Wiring / Hardware: Type TEWT 14-7 AWG, 12"(30.5cm) minimum exceeding from bracket. All electrical connections between luminaire and bracket are made with quick-disconnect connectors for easy maintenance. All exposed hardware is stainless steel.

Banner arm: Twin configuration **(TW)**. Top: permanent, made of 1"(2.5cm) Ø aluminum rods with decorative spherical finials, mechanically secured on the pole's permanent sleeves **(BH3)**. Bottom: permanent, **"breakaway" type (_B_)**, made of 1"(2.5cm) Ø steel tubing with decorative spherical finials, mechanically secured on the pole's permanent sleeves.

Plant support: Removable plant support, single configuration **(S)**, made of 1"(2.5cm) Ø aluminum rods with decorative spherical finials **(PS3)**, welded on a cast aluminum clamp. Includes one eyelet. **Maximum weight of 60lbs (27kg) and maximum EPA of 1.3 ft².**

Receptacle: Duplex receptacle with ground fault current interrupter, 125VAC, **20A (GFIC2)**, including a lockable "In-Use" weatherproof cover. **Located at 120"(304.8cm) from the bottom of the anchor plate (CP5191).**

Color: BLACK RAL9005 (BK) / Finish: textured (TX)☒ or smooth(SM)☐. A durable polyester powder coating is applied and meets the AAMA 2604 requirements (5 years exposure to all weather conditions). The finish meets the ASTM G7, B117, D1654 and D2247 requirements relative to salt spray and humidity resistance. **Cyclone recommends the textured finish for this product.**

Any accessories added or modified that are not described on this approval drawing will automatically void the warranty unless a written consent is given by Cyclone Lighting.

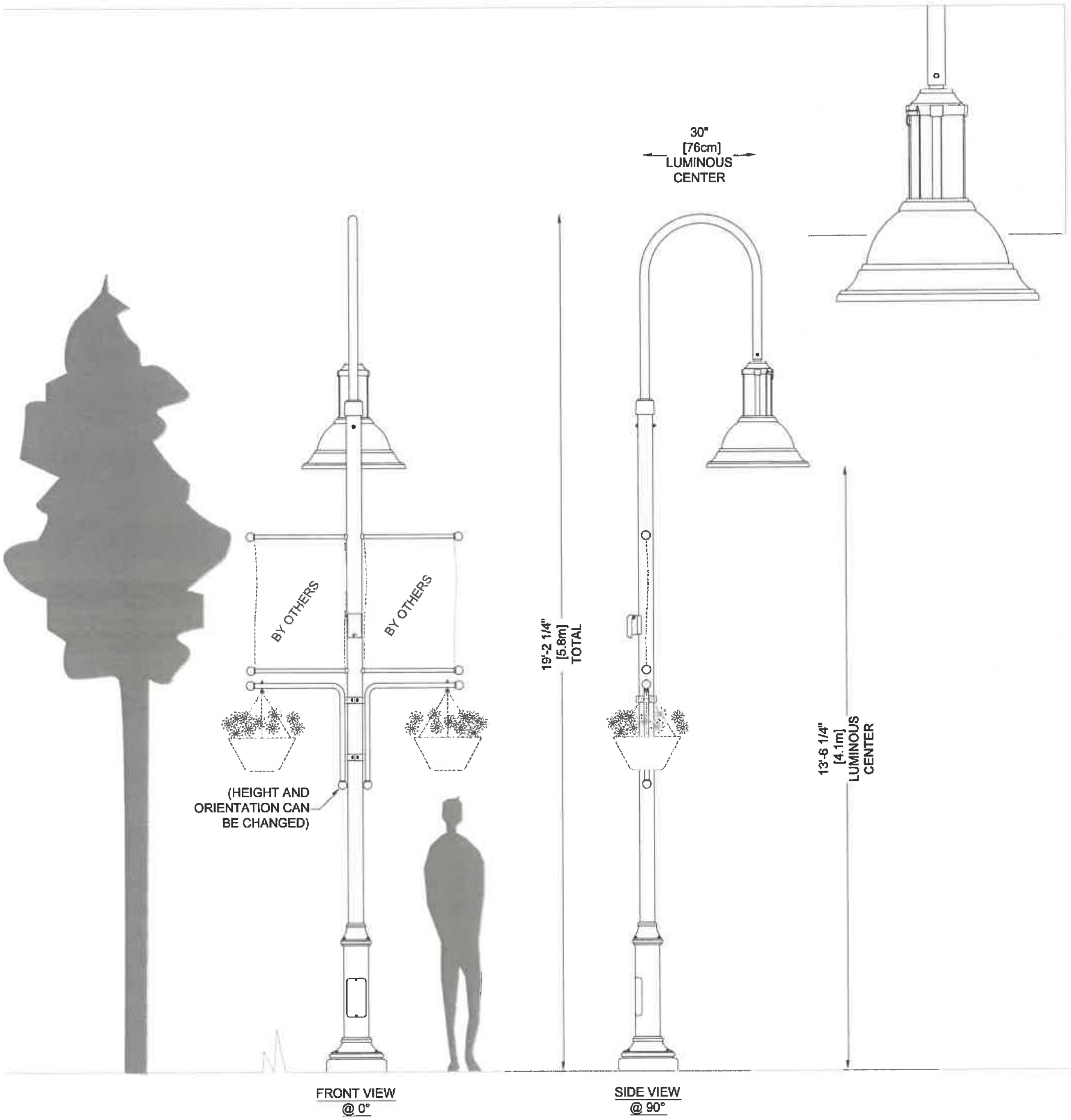
Note: Pole can withstand an EPA of 13.69 ft² @ 110 mph (AASHTO 2013).

Stamp / Approval	File: CY55P1A - SQ_032806 - WACONIA, MN - ORLANDO CITY OF WACONIA_REV1.DOCX
Name: Date:	Date: **2023-02-21** Page: **3/7** Designer: **J.Charron**

Cyclone Lighting Inc. - Phone: 450-434-5000, 2175 Boulevard des Entreprises, Terrebonne, QC. J6Y 1W9, info@cyclonelighting.com

APPROVAL – SPECIFICATION
Revision 1

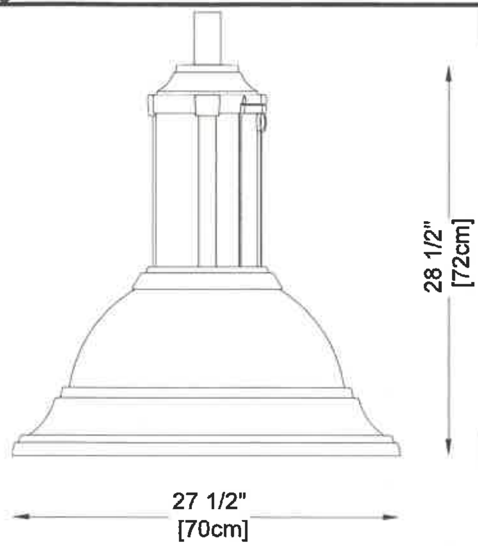
Project: **Waconia, MN – Orlando City of Waconia**	Quote: **SQ_032806**
Tag: **A**	Qty: **10**



Stamp / Approval	File: CY55P1A - SQ_032806 - WACONIA, MN - ORLANDO CITY OF WACONIA_REV1.DOCX
Name: Date:	Date: **2023-02-21** Page: **4/7**
	Designer: **J.Charron**

Project: **Waconia, MN – Orlando City of Waconia**	Quote: **SQ_032806**

Tag: **A**	Luminaire: **CY55P1A-FGC-T3-P60-40K-120-10KV-DIM-BK-TX**	Qty: **10**



EPA: **1.25 ft²** Weight: **65 lbs / 30 kg**

Components

Head Module: Round shaped cast aluminum hood with an assembled cast aluminum lens frame for the optic module.

Opening System: Hinged optic frame mechanism allows a tool-free access inside the luminaire. Made of cast A356 aluminum alloy and sealed with a compression system. The luminaire optical enclosure offers an IP66 weatherproof protection. The electrical components are located inside the fitter and offer an IP54 weatherproof protection. The certification, maintenance and luminaire code labels are located inside the fitter.

Housing Module: Cast aluminum housing tops an extruded fitter, complete with a tool-free removable door that gives you access to the driver. Suspended on tenon and locked with locking bolt and set screws. Complete with "street side" sticker. For bracket having a 2 3/8"(6cm)Ø tenon with 0.154"(4mm) of wall thickness.

Optical / Electrical Components

Optical Module: The Orion LED optical engine is mechanically assembled to the optical module. The optical module has integrated hinges and stainless-steel latch that allows tool-free access to the driver. The cast A360.0-F aluminum heat sink/optical module is optimized to minimize the LEDs operating temperature, increasing their longevity and efficiency. A flat lens in **clear tempered glass (FGC)** is attached to a cast aluminum frame. The high efficiency **performance package 60 (P60)**, **white 4000K (40K)** LED optical engine is mechanically assembled on the heat sink and produces **9935 lumens.** The lifetime of the LEDs is 100,000 hours. It is based on the LM-80 test and extrapolated with TM-21. This data is calculated when 50% of the LEDs produce 70% of their initial luminous flux (L70). The minimum color rendering index (CRI) is 70. The optical acrylic lenses are designed to illuminate only where needed while achieving excellent uniformity with maximum spacing. The optical acrylic lenses are sealed on the LED board. Produces 0% uplight. The light distribution type according to IES is **III (T3).**

Driver Module: The self-adjusting **120-277VAC** Class 2 driver is removable. Primary voltage at ☐**MVOLT (120-277V)**, ☒**120V**, ☐**208V**, ☐**240V**, ☐**277V**, 50 / 60Hz, THD max 20%. High power factor of 90%. Operating temperature from -40°F (-40°C) to 130°F (55°C). **The driver provides 0-10V output (DIM)** and is ROHS compliant. Includes a **10kV/5kA** three-pole surge protector for Line-Ground, Line-Neutral and Neutral-Ground lines according to the IEEE / ANSI C62.41 2002 C standard.

General / Options

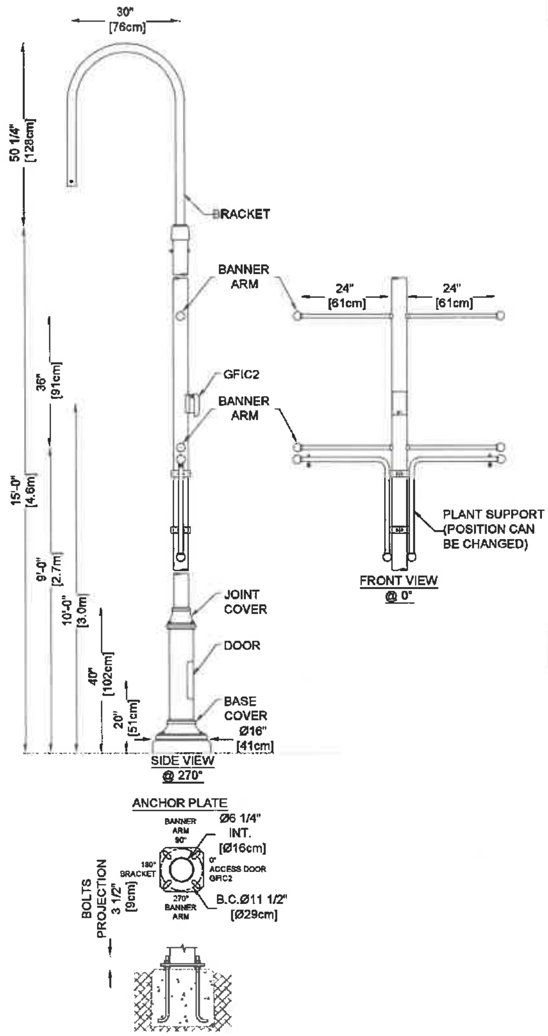
Wiring / Hardware: Type TEWT 14-7 AWG, 12"(30cm) minimum exceeding from luminaire. All electrical connections between modules are made with quick-disconnect connectors for easy maintenance. Extra wiring provided for an external dimming device **(DIM)**. All exposed hardware is stainless steel.

Color: BLACK RAL9005 (BK) / Finish: textured (TX)☒ or smooth(SM)☐. A durable polyester powder coating is applied and meets the AAMA 2604 requirements (5 years exposure to all weather conditions). The finish meets the ASTM G7, B117, D1654 and D2247 requirements relative to salt spray and humidity resistance. **Cyclone recommends the textured finish for this product.**

Stamp / Approval	File: **CY55P1A - SQ_032806 - WACONIA, MN - ORLANDO CITY OF WACONIA_REV1.DOCX**
Name: Date:	Date: **2023-02-21** Page: **5/7** Designer: **J.Charron**

Project: **Waconia, MN – Orlando City of Waconia**	Quote: **SQ_032806**

Tag: **A**	Bracket: **MA240-C1-Q42-BK-TX-CP4196**	Qty: **10**
Tag: **A**	Accessory: **BH3_4D_B_24IN_TW-BK-TX**	Qty: **20**
Tag: **A**	Accessory: **PS3_4D_20IN_TW-BK-TX**	Qty: **10**
Tag: **A**	Pole: **PM49-15-GFIC2_BHD_108_36_B-BK-TX-CP5191**	Qty: **10**
Tag: **A**	Decorative Cover: **BM11-BK-TX**	Qty: **10**



Bracket EPA: **2.02 ft²**	Weight: **15 lbs / 7 kg**

Components

Bracket: Decorative goose neck, made from a bent 2 3/8"(6cm) Ø aluminum pipe, with decorative cast aluminum adaptor and a laser-cut alignment ring **(MA240)**, welded together in a **single configuration (C1).** Designed to slip fits 12"(30.5cm) long inside a pole having a 4"(10.2cm) O.D. and a 0.226"(5.7mm) **wall (Q42)**. Mechanically secured to the pole top by means of 3 set screws **and 1 locking bolt (CP4196).**

Pole: Round shaped, made from a 4"(10.2cm) Ø high tensile strength ASTM A500 grade C steel pipe, welded to a 6 5/8"(16.8cm) Ø base. The wall thickness is **0.226"(5.7mm) (PM49)** for the pole and 0.188"(4.8mm) for the base. The pole is welded to both the top and the bottom of an anchor plate. Includes provision sleeves for 2 banner arms **(BHD). Includes locking bolt provision holes for the bracket (CP5191).**

Access door: Covering a 4" x 9"(10.2cm x 22.9cm) opening, with a sealing joint, giving access to the copper ground lug.

Decorative Cover: Round shaped two-pieces base cover and joint cover, made of cast A356 aluminum **(BM11)**, mechanically secured together.

Bolt circle: 11 1/2"(29.2cm) Ø. Available from 9 1/2" to 13"(24.1cm to 33cm) Ø.

Anchor bolts: Supplied by Cyclone: 3/4"Ø x 20"(17"+3").
Includes 4 fully galvanized anchor bolts with 8 nuts & washers for levelling.

General / Options

Wiring / Hardware: Type TEWT 14-7 AWG, 12"(30.5cm) minimum exceeding from bracket. All electrical connections between luminaire and bracket are made with quick-disconnect connectors for easy maintenance. All exposed hardware is stainless steel.

Banner arm: Twin configuration **(TW)**. Top: permanent, made of 1"(2.5cm) Ø aluminum rods with decorative spherical finials, mechanically secured on the pole's permanent sleeves **(BH3)**. Bottom: permanent, **"breakaway" type (_B_)**, made of 1"(2.5cm) Ø steel tubing with decorative spherical finials, mechanically secured on the pole's permanent sleeves.

Plant support: Removable plant support, twin configuration **(TW)**, made of 1"(2.5cm) Ø aluminum rods with decorative spherical finials **(PS3)**, welded on a cast aluminum clamp. Includes one eyelet. **Maximum weight of 60lbs (27kg) and maximum EPA of 1.3 ft².**

Receptacle: Duplex receptacle with ground fault current interrupter, 125VAC, **20A (GFIC2)**, including a lockable "In-Use" weatherproof cover. **Located at 120"(304.8cm) from the bottom of the anchor plate (CP5191).**

Color: BLACK RAL9005 (BK) / Finish: textured (TX)☒ or smooth(SM)☐. A durable polyester powder coating is applied and meets the AAMA 2604 requirements (5 years exposure to all weather conditions). The finish meets the ASTM G7, B117, D1654 and D2247 requirements relative to salt spray and humidity resistance. **Cyclone recommends the textured finish for this product.**

Any accessories added or modified that are not described on this approval drawing will automatically void the warranty unless a written consent is given by Cyclone Lighting.

Note: Pole can withstand an EPA of 13.69 ft² @ 110 mph (AASHTO 2013).

Stamp / Approval	File: **CY55P1A - SQ_032806 - WACONIA, MN - ORLANDO CITY OF WACONIA_REV1.DOCX**
Name: Date:	Date: **2023-02-21** Page: **6/7** Designer: **J.Charron**

EMS PARTNERS

Architectural Lighting Designs by EMS Partners

3519 Commerce Blvd (651) 592-8160

White Bear Lake, MN 55110

To: CRAIG ELDRED CITY OF WACONIA 310 EAST 10TH STREET WACONIA, MN 55387	Job Name: CITY OF WACONIA 30' POLES WACONIA, MN

Qty	Type	Mfg	Description	Unit Price	Extd.Price
2		ALP	RTS-30-10-7-AB-BL-TC-BCS-FES-(4) CPL	$6,822.00	$13,644.00
			WITH BNR-ARM-BA		
			BANNER ARMS		
			GFI OUTLET WITH IN-USE COVER		
			ANCHOR BOLTS		
			*FREIGHT ALLOWED (INCLUDED)		
			*LEAD TIME APPOX 10 TO 12 WEEKS		

MFG Code	TERMS
Prices firm for entry by: 3/23/2023	Lead Time: PER MANUFACTURER

EMS PARTNERS PROPOSAL TERMS & CONDITIONS

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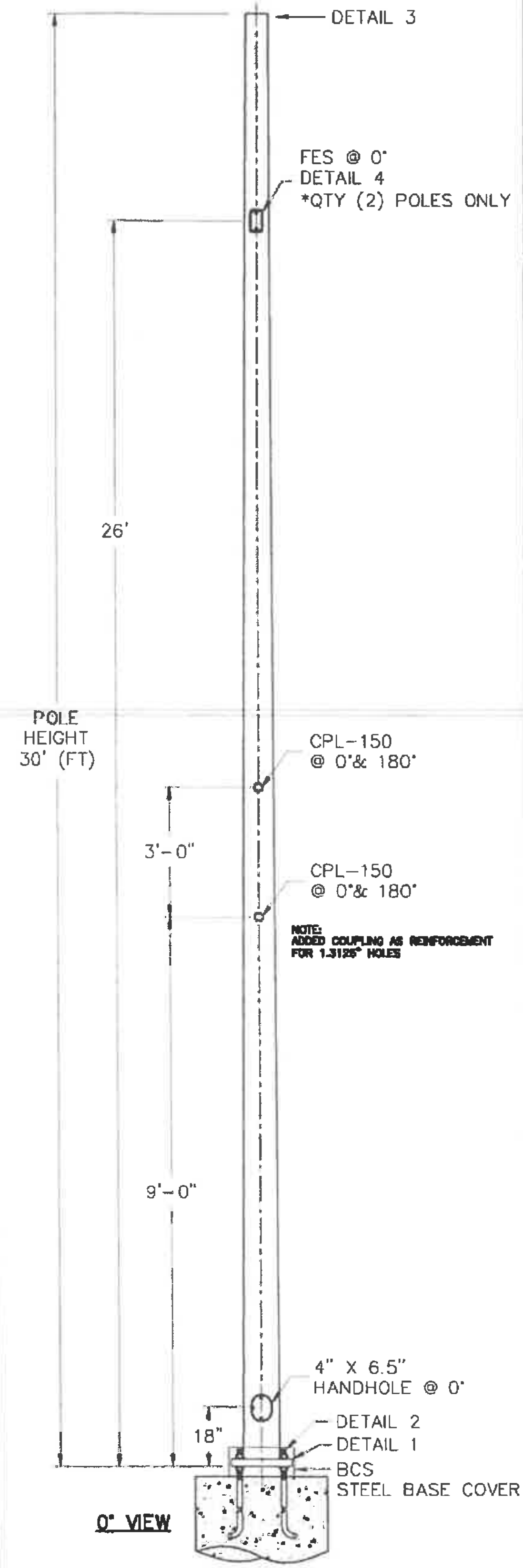
1. EMS Partners LLC ("EMS", "we", "our") is a Dealer / Manufacturers Representative acting as the agent for the various suppliers quoted in this proposal. The Terms and Conditions of this proposal are the Terms and Condition of each of the manufacturers/suppliers and EMS, except where there exists a point of conflict, in which case the Terms and Conditions of EMS will prevail for the point of conflict.

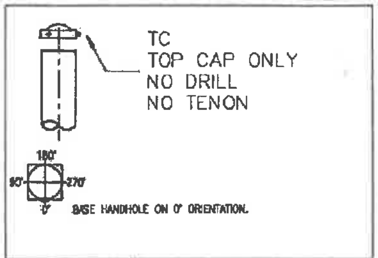
2. Copies of the Terms and Conditions for each manufacturer/supplier will be available upon request. Acceptance of this proposal is deemed to be acceptance of the Terms and Conditions of EMS and the manufacturers/suppliers.

3. The equipment specified in this proposal constitute the only items being offered and are our interpretations of the specifications and application requirements. No other items, accessories or services are included or implied.

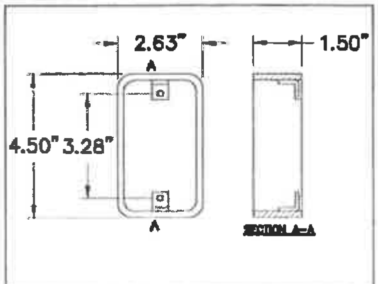
4. EMS Partners do not manufacture or control any of the products or services offered in this proposal. Accordingly, we do not provide any warranties with respect to the products or services offered in this quote. However, the products and services offered on in this proposal may be covered by manufacturers' and/or supplier's warranties. To obtain warranty information or service for defective products, please contact the manufacturer/supplier or follow the instructions included in the manufacturer/supplier's warranty. You affirm that we shall not be liable, under any circumstances, for any breach of warranty claims or for any damages arising out of the manufacturer/supplier's failure to honor its warranty obligations to you.

5. WE HAVE BEEN GIVEN ASSURANCES OF PRODUCT MERCHANTABILITY AND COMPLIANCE FROM THE MANUFACTURERS. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS

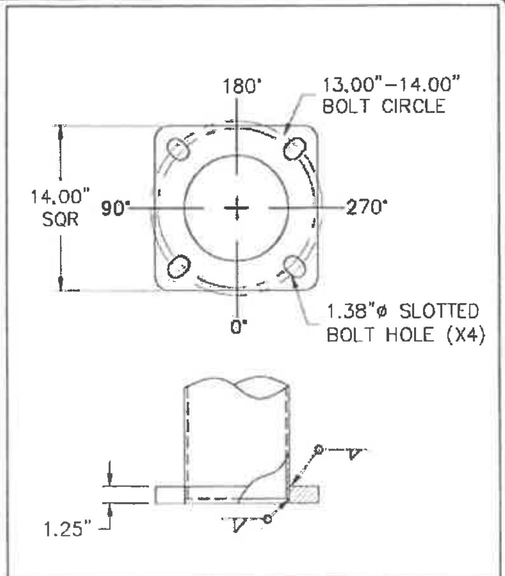




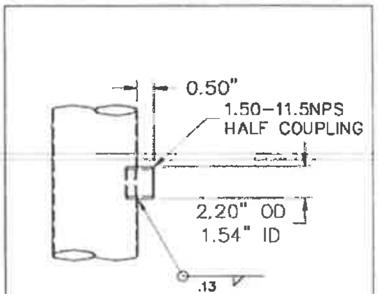
DETAIL 3 | POLE TOP



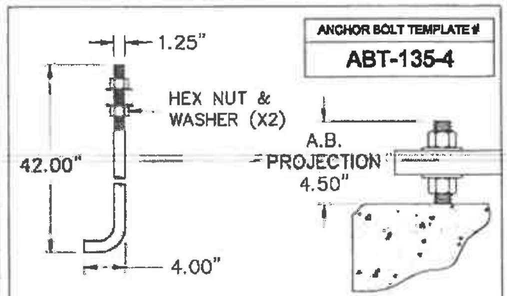
DETAIL 4 | FESTOON BOX



DETAIL 1 | BASE PLATE



DETAIL 5 | COUPLING



DETAIL 2 | ANCHOR BOLT

1) HARDWARE TO BE GALVANIZED TO: ASTM A153
2) ANCHOR BOLTS SHALL BE FULLY GALVANIZED PER ASTM A153.
3) ALL WELDING TO CONFORM TO: AWS D1.1 MOST RECENT EDITION.
4) FABRICATION MEETS AISC (AMERICAN INSTITUTE OF STEEL CONSTRUCTION) QUALITY CERTIFICATION.
5) PROVISIONS FOR GROUNDING LOCATED AT BASE HAND HOLE.
6) VIBRATION DISCLAIMER: ALTHOUGH RARE, VIBRATIONS SEVERE ENOUGH TO CAUSE DAMAGE CAN OCCASIONALLY OCCUR IN STRUCTURES OF ALL TYPES. BECAUSE THEY ARE INFLUENCED BY MANY INTERACTING VARIABLES, VIBRATIONS ARE GENERALLY UNPREDICTABLE. THE USERS MAINTENANCE PROGRAM SHOULD INCLUDE OBSERVATION FOR EXCESSIVE VIBRATION AND EXAMINATION FOR ANY STRUCTURAL DAMAGE. ALP WARRANTY EXCLUDES FATIGUE FAILURE OR SIMILAR PHENOMENA RESULTING FROM INDUCED VIBRATION, HARMONIC OSCILLATION OR RESONANCE ASSOCIATED WITH MOVEMENT OF AIR CURRENTS AROUND THE POLE.

LOADING DATA							
DESIGN CRITERIA:	COMMERCIAL STANDARD						
WIND SPEED(mph) 1.3 GUST	90	100	110	120	130	140	150
EPA FT²	28.5	23.0	19.0	16.0	13.3	11.0	9.0
WEIGHT (lbs)	715	575	475	400	333	275	225

FINISH	
PCBL	POWDER COAT BLACK

MATERIAL DATA	
COMPONENT	ASTM
POLE SHAFT	A595 GR.55
BASE PLATE	A36
ANCHOR BOLTS	F1554 GR.55
MISC. STEEL	A36

POLE DIMENSION DATA						
TYPE	DESIGN	POLE LENGTH (FT)	BASE DIA (IN)	TOP DIA (IN)	GAUGE OR THK (IN)	WEIGHT (LBS)
	RTS-30-10-7-AB	30	10.00	5.80	7-GA (.179")	610

DETAIL | GENERAL NOTES

ISSUED FOR APPROVAL
APPROVED BY:
DATE: 2-7-19
SIGNED COPY REQUIRED PRIOR TO MANUFACTURE

REV	DATE	BY	REVISION DESCRIPTION

American LitePole
AMERICAN LITE POLE
2800 S. HULEN, SUITE 200
FORT WORTH, TX 76109
817-924-3682 PH.
817-924-7049 FAX

PROJECT NAME:
WACONIA
WACONIA, MN

DESCRIPTION:
ROUND TAPERED STEEL ANCHOR BASE
30' x 10.0" x 7 GA

PO NUMBER	DATE		DWG BY
11918	011819		BM
QUOTE NUMBER:	SCALE	QTY	CHKD BY:
8567-184	NTS	2	CKR
DRAWING NUMBER:			REV:
RTS-30-10-7-AB			

Architectural Lighting Designs by EMS Partners

3519 Commerce Blvd (651) 592-8160

White Bear Lake, MN 55110

To: CRAIG ELDRED CITY OF WACONIA 310 EAST 10TH STREET WACONIA, MN 55387	Job Name: CITY OF WACONIA 60' POLE WACONIA, MN

Qty	Type	Mfg	Description	Unit Price	Extd.Price
1		ALP	SPR-60-M12-AB-GPXX-TC-XHH-WIREWAY	$10,710.00	$10,710.00
			60' DUAL SECTION STEEL ANCHOR BASE POLE		
			WITH TOP CAP (TC), EXTRA HAND HOLE 3"X5" (XHH)		
			AT TOP, INTERNAL GUIDE WITH HAND HOLE		
			ACCESS AT ABOUT 40', ANCHOR BOLTS		
1		ALP	FREIGHT ESTIMATE	$800.00	$800.00
			*COLOR TO BE DETERMINED		
			*LEAD TIME APPROX 10 TO 12 WEEKS		

MFG Code	TERMS
Prices firm for entry by: 3/23/2023	Lead Time: PER MANUFACTURER

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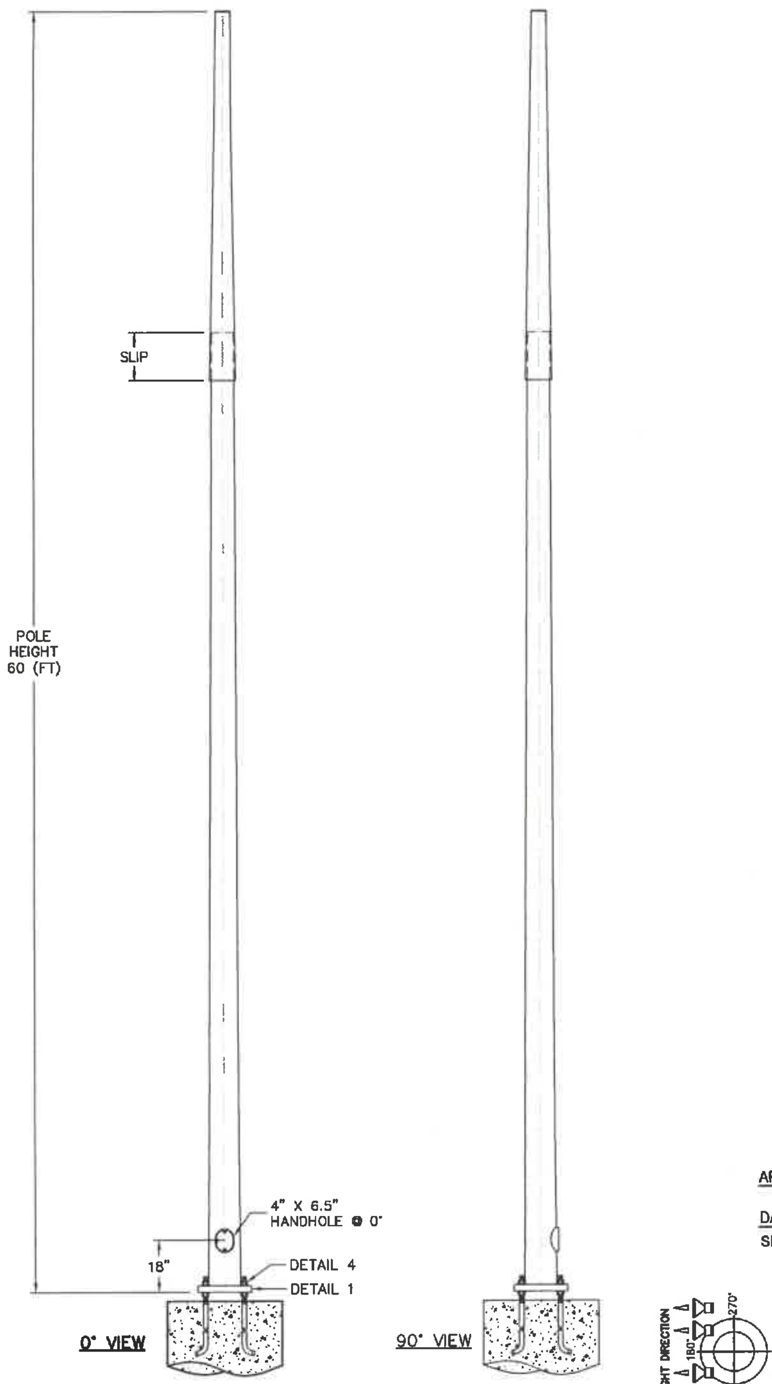
2. Copies of the Terms and Conditions for each manufacturer/supplier will be available upon request. Acceptance of this proposal is deemed to be acceptance of the Terms and Conditions of EMS and the manufacturers/suppliers.

3. The equipment specified in this proposal constitute the only items being offered and are our interpretations of the specifications and application requirements. No other items, accessories or services are included or implied.

4. EMS Partners do not manufacture or control any of the products or services offered in this proposal. Accordingly, we do not provide any warranties with respect to the products or services offered in this quote. However, the products and services offered on in this proposal may be covered by manufacturers' and/or supplier's warranties. To obtain warranty information or service for defective products, please contact the manufacturer/supplier or follow the instructions included in the manufacturer/supplier's warranty. You affirm that we shall not be liable, under any circumstances, for any breach of warranty claims or for any damages arising out of the manufacturer/supplier's failure to honor its warranty obligations to you.

5. WE HAVE BEEN GIVEN ASSURANCES OF PRODUCT MERCHANTABILITY AND COMPLIANCE FROM THE MANUFACTURERS. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE,

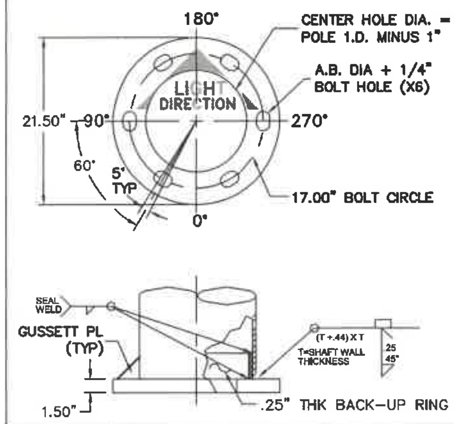


ISSUED FOR APPROVAL

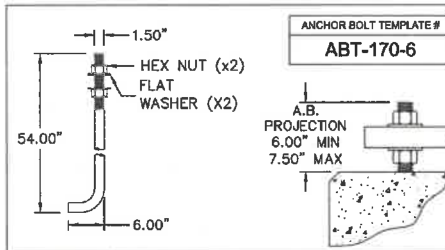
APPROVED BY:

DATE:

SIGNED COPY REQUIRED PRIOR TO MANUFACTURE



DETAIL 1 — 6 BOLT BASE PLATE DETAIL



DETAIL 4 — ANCHOR BOLT

1) HARDWARE TO BE GALVANIZED TO: ASTM A153
2) ANCHOR BOLTS SHALL BE GALVANIZED PER ASTM A153.
3) ALL WELDING TO CONFORM TO: AWS D1.1 MOST RECENT EDITION.
4) GROUNDING PROVISION LOCATED AT BASE HAND HOLE..
5) VIBRATION DISCLAIMER: ALTHOUGH RARE, VIBRATIONS SEVERE ENOUGH TO CAUSE DAMAGE CAN OCCASIONALLY OCCUR IN STRUCTURES OF ALL TYPES. BECAUSE THEY ARE INFLUENCED BY MANY INTERACTING VARIABLES, VIBRATIONS ARE GENERALLY UNPREDICTABLE. THE USERS MAINTENANCE PROGRAM SHOULD INCLUDE OBSERVATION FOR EXCESSIVE VIBRATION AND EXAMINATION FOR ANY STRUCTURAL DAMAGE. ALP WARRANTY EXCLUDES FATIGUE FAILURE OR SIMILAR PHENOMENA RESULTING FROM INDUCED VIBRATION, HARMONIC OSCILLATION OR RESONANCE ASSOCIATED WITH MOVEMENT OF AIR CURRENTS AROUND THE POLE.

LOADING DATA

DESIGN CRITERIA:	AASHTO LTS-5 2009						
WIND SPEED (mph) 3 SEC GUST	90	100	110	120	130	140	150
EPA FT²	37	30	24	19	15	12	10
WEIGHT (lbs)	925	750	600	475	375	300	250

FINISH

G	GALVANIZED PER ASTM A123

MATERIAL DATA

COMPONENT	ASTM
POLE SHAFT SEC. A	A572 GR.65
POLE SHAFT SEC. B	A572 GR.65
POLE SHAFT SEC. C	-
BASE PLATE	A572 GR.50
ANCHOR BOLTS	F1554 GR.55
MISC. STEEL	A36

POLE DIMENSION DATA

TYPE	DESIGN	POLE HEIGHT (FT)	SEC	BASE DIA. (IN)	TOP DIA. (IN)	LENGTH (FT)	GAUGE OR THK (IN)	# OF SIDES	WEIGHT (LBS)	MIN SLIP REQ'D (IN)
1	SPR-60-M12-AB	60	A	12.00	5.00	50.0	.188	RND	998	N/A
			B	5.60	3.98	11.6	.188	RND	167	7.8"

DETAIL — GENERAL NOTES

REV.	DATE	BY	REVISION DESCRIPTION

American LitePole

AMERICAN LITE POLE
2800 S. HULEN, STE 200
FORT WORTH, TX 76109
817-924-3682 PH.
817-924-7049 FAX

PROJECT NAME:

DESCRIPTION: 60' MH ANCHOR BASE POLE

PO NUMBER:	DATE:		DWG BY: BM
QUOTE NUMBER:	SCALE: NTS	QTY:	CHKD BY:
DRAWING NUMBER: SPR-60-M12-AB			REV:

CD PRODUCTS inc.
FULL SERVICE GRAPHICS PRODUCTION
1330 MILL LANE • WACONIA, MN 55387
phone 952-442-7481 fax 952-442-7491
email cathy@cdproductsinc.com

---------- QUOTATION ---------

DATE:	3/22/23	**SHIP DATE:**	tbd
COMPANY:	City of Waconia	**SHIP VIA:**	Pick Up
CONTACT:	Craig Eldred	**TERMS:**	Net 20 days

	Downtown Wayfinding Signs	**Quantity**	**Unit Cost**	**Total Cost**
Sign # 1A	Directional parking with lot name Double Sided	1	$2,765	$2,765
Sign # 1B	Public Parking Double Sided	2	$2,765	$5,530
Sign # 3	Directional Points of Interest Double Sided	3	$2,765	$8,295
Sign # 4	Getting Around map Single Sided	1	$2,995	$2,995
Sign # 5	Storm Water Information Single Sided	1	$2,640	$2,640

Notes:

there may be 2 sets of "Getting Around Map" parts on hand, my notes say 1 set is at Public Works and 1 set is at CD Products

there may be 3 sets of "Stormwater Education" parts on hand at CD Products

Notes:
All installation to be done by City of Waconia (per Craig)

Quoted By *Catherine Nielsen*

Accepted By: