



A G E N D A
Nowthen City Council
January 11, 2022
@ 7:00 PM

1. Call to Order
 - Pledge of Allegiance
 - Roll Call
 - Approve Agenda
2. Consent Agenda:
 - a) Approval of City Council Meeting Minutes of: Regular and Special City Council Meeting City Council Meeting of December 14, 2021, and Special City Council Meeting of December 22, 2021.
 - b) Approval of Claims dated December 15, 2021, to January 7, 2022.
 - c) Approval of Resolution 2022-01 Appointing the City Responsible Authority for 2022
 - d) Approval of appointment of Natalie Johnson and Frank Boyles to serve as City Contacts to the 4M Fund
 - e) Approval of Resolution 2022-02 and Related Documents Approving Participation in Opioid Litigation Settlements
 - f) Approval of Resolution 2022-03 Approving Annual Appointments and Official Appointments to Commissions, Committees, Local Government Authorities and Official Designations for 2022
 - g) Approval of Ordinance Process for Tobacco Sales Violations
 - h) Approval of August and November City Council Meeting Date Changes
 - I) Approval of Dryden Plat Street Paving Deferral CUP, Variance, and Amended Home Business CUP
 - J) Approval of a Request by the Heritage Festival Volunteer Committee to Waive Rental Fees, Deposits and Associated Costs Related to the 2022 Nowthen Heritage Festival
3. Floor Items
4. Sheriff's Report
5. Engineering
 - a) Approval of a Proposed Process to Prepare a Five-Year Capital Improvement program for 2022 through 2026
5. Fire Department
6. City Council
 - a) Upper Rum River Watershed Management Organization Joint Powers Agreement Update
 - b) League of Minnesota Cities Leadership Training
7. Adjourn

Nowthen City Council

December 14, 2021

Truth in Taxation Meeting Minutes

1. CALL TO ORDER

Mayor Pilon called the Truth in Taxation meeting to order at 6:00 pm.

All present recited the pledge of allegiance.

Present: Councilmembers: Alders, Blake, and Rainville.

Also present, Interim City Administrator Boyles.

2. TRUTH IN TAXATION HEARING

Mayor Pion indicated that the city council had met four (4) previous times in public workshops to discuss the 2022 proposed budget and levies. The staff has provided in the city council packet and public a Truth in Taxation Presentation, budget, and resolutions for city council consideration. The city council members appear to be comfortable with the budget and the levies as provided in accordance with previous city direction. The mayor asked the council for comments. There were none. The mayor opened the public hearing asking if any person present wished to be heard on the issue. No one signed up or came forward to talk. With no one present and no comments offered the mayor closed the Truth in Taxation hearing for the 2022 budget and levies.

The meeting adjourned at 6:13pm.

Respectfully submitted,

Frank Boyles, Interim City Administrator

Jeffrey M. Pilon, Mayor

Nowthen City Council
December 14, 2021
Regular Meeting Minutes

1. CALL TO ORDER

Mayor Pilon called the regular meeting to order at 6:15pm.

The pledge was not recited as it had been at the commencement of the Truth in Taxation Meeting

Present: Councilmembers Alders, Blake, and Rainville

Also present was interim city administrator Boyles

2. CONSENT AGENDA.

Mayor Pilon asked that the city council add item 2M to the consent agenda authorizing Banyon Training for Natalie Johnson. Item 2 K Accessory Structure Zoning Ordinance Amendment was removed from the consent agenda. Item 2J Approval of Auditor for 2021 was moved to 8C. Item 2I Hiring of Three Paid on Call Firefighters was moved to 4B.

MOTION MADE BY COUNCIL MEMBER RAINVILLE, SECOND BY ALDERS TO APPROVE THE AMENDED CONSENT AGENDA ITEMS 2A,2B, 2C, 2D,2E,2F,2G,2H,2I, AND 2M. MOTION CARRIED FOUR AYES.

3. FLOOR ITEMS

There were no floor items.

4. FIRE ITEM

A. Approval of purchase of Fire Duty Officer Vehicle

Fire Chief Schmidt reported that because this is the first-year budgeting for the fire service, there are year-end unexpended funds. Now is an opportune time to Purchase a used SUV type vehicle with an emergency sign package to provide duty officers. The vehicle is assigned to the person on duty who is to respond to each call. That individual arrives first at the scene, sizes the situation up and cancels or authorizes full department response. This practice is commonplace with most departments because it saves money and expedites the correct response.

Council asked about the type of vehicle contemplated, the cost, availability, whether capital funds were justified, and how the duty officer program would be managed so response would be guaranteed, whether the vehicle is used to drive to work, and how long the vehicle is expected to last.

MOTION BY COUNCIL MEMBER RAINVILLE, SECOND BY BLAKE TO AUTHORIZE UP TO \$44,000 (\$40,000 PLUS 10%) FOR THE ACQUISITION OF THE DUTY

Mayor Pilon indicated that Planner Stockman called him to indicate that she wanted to amend the ordinance and believes it should be tabled.

MOTION BY MAYOR PILON SECOND BY RAINVILLE TO DEFER ACTION ON THIS AGENDA ITEM UNTIL A FUTURE MEETING. MOTION CARRIED FIVE AYES.

7. PUBLIC WORKS

There were no public works items.

8. CITY COUNCIL

A. Approval of Improvement Project at the Recycling Center

Mayor Pilon asked Council Member Rainville to report. Rainville indicated that the city council appointed she and Council member Greenberg to collaborate with staff and a local vendor to determine the most appropriate improvements to be made to the recycling center and work with staff to receive a proposal. North County Construction did provide the quote included in the packet. Rainville reviewed the proposed improvements. The expectation is that the work included in the proposal will be completed in 2021 as is required by Anoka County and the funding taken from the existing balance in the city's accounts.

Council members concurred that the anticipated improvements will be beneficial and assure that the facility will be productive and usable year around which is especially important considering the Tuesday through Saturday extended hours. The expenditure is expected to be less than \$42,000.

MOTION BY COUNCILMEMBER BLAKE SECOND BY GREENBERG TO APPROVE THE EXPENDTURE OF UP TO \$42,000 IN ACCORDANCE WITH THE QUOTE PROVIDED IN THE PACKET.MOTION CARRIED. FIVE AYES.

B. Status of Supplemental Grant for 30 Yard Roll Off Container for Recycling Center.

Council Member Rainville stated that as part of the subcommittee's work, as SCORE Grant was researched. The score grant allows for an expenditure of up to \$10,000 for item or items which will increase the productivity of the recycling center. After collaborating with the staff, a quote for a thirty yard roll off container has been received. Since the Rolloff is to be used for sheet metal it is to be heavy duty metal. Rainville researched the statutes and found that this item should not be subject to tax saving the city over \$1100. Delivery will be \$495 bringing the total to \$9125. The old one will be sold for \$1000 which will go back into the recycling account. The roll off must be ordered before the end of the year.

MOTION BY GREENBERG SECOND BY BLAKE TO APPROVE THE PURCHASE UP TO \$10,000 USING THE SCORE GRANT.MOTION CARRIED. FIVE AYES.

C. STATUS OF FINANCIAL ASSISTANCE EFFORTS

Nowthen City Council
December 14, 2021
Regular Meeting Minutes

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Council asked about the type of vehicle contemplated, the cost, availability, whether capital funds were justified, and how the duty officer program would be managed so response would be guaranteed, whether the vehicle is used to drive to work, and how long the vehicle is expected to last.

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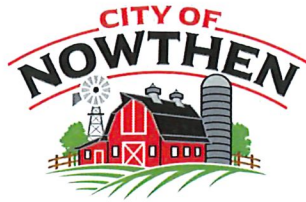
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C. STATUS OF FINANCIAL ASSISTANCE EFFORTS

Respectfully Submitted,

Frank Boyles
Interim City Administrator

Jeffrey M Pilon
Mayor



REQUEST FOR COUNCIL ACTION

Agenda Item # 2C	Department: Administration	Requested Council Meeting Date: January 11, 2022	Submitted By: Interim City Administrator																				
TITLE OF ISSUE: APPROVAL OF RESOLUTION 2022-01 APPOINTING THE CITY RESPONSIBLE AUTHORITY FOR 2022																							
BACKGROUND AND SUPPLEMENTAL INFORMATION: <p>According to MN State Statute Section 13.02, Subdivision 16, as amended, the City of Nowthen is required to appoint a responsible authority to administer the requirements for collection, storage, use, and dissemination of data on individuals, with the City.</p> <p>The City Council has historically appointed the City Clerk/Treasurer to this position. Based upon the city council's action tonight the interim city administrator is assuming the responsibilities of the clerk/Treasurer.</p>																							
SOURCE OF FUNDING: NA																							
REQUESTED COUNCIL ACTION: Motion and second as part of the consent agenda to approve Resolution 2022-01 designating the Interim City Administrator as the city's responsible authority for 2022.																							
For Clerk's Use: Motion By: _____ Second By: _____ Vote Record: Aye Nay _____ _____ Pilon Alders Blake Greenberg Rainville		<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th colspan="5">SUPPORTED DOCUMENTS ATTACHED</th> </tr> <tr> <th style="width: 20%;">Resolution</th> <th style="width: 20%;">Ordinance</th> <th style="width: 20%;">Contract</th> <th style="width: 20%;">Minutes</th> <th style="width: 20%;">Plan Map</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; vertical-align: middle;">X</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="5" style="padding: 5px;"> Other (specify) _____ _____ _____ </td> </tr> </tbody> </table>		SUPPORTED DOCUMENTS ATTACHED					Resolution	Ordinance	Contract	Minutes	Plan Map	X					Other (specify) _____ _____ _____				
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**CITY OF NOWTHEN
COUNTY OF ANOKA
RESOLUTION 2022-01**

A RESOLUTION APPOINTING A CITY RESPONSIBLE AUTHORITY

WHEREAS, Minnesota Statutes, Section 13.02, Subdivision 16, as amended, requires that the City of Nowthen appoint one person as the Responsible Authority to administer the requirements for collection, storage use and dissemination of data on individuals, with the City; and

An individual must be appointed as Responsible Authority. The duty cannot be designated to an office. If a different person is later appointed as the Responsible Authority, this portion of the resolution must be amended to indicate the name of the new Responsible Authority.

WHEREAS, the Nowthen City Council shares concern expressed by the legislature on the responsible use of all city data and wished to satisfy this concern by immediately appointing an administratively qualified Responsible Authority as required under the Statute,

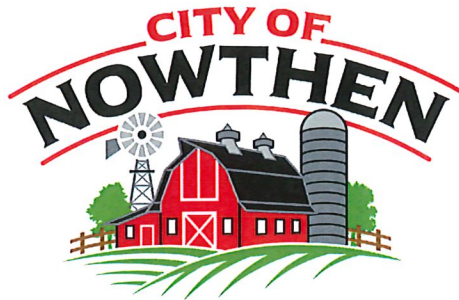
Now, therefore, be it resolved the Nowthen City Council appoints Frank Boyles, Interim Administrator as the Responsible Authority for the purposes of meeting all requirements of Minnesota Statutes, Chapter 13, as Commissioner of Administration as published in the State Register on May 6th, 2002.

APPROVED by the **NOWTHEN CITY COUNCIL** at its regular meeting on this 11th day of **January, 2022**.

Jeff Pilon, Mayor

ATTEST:

Frank Boyles, Interim Administrator



REQUEST FOR COUNCIL ACTION

Agenda Item: 2D	Department: Finance	Requested Council Meeting Date: January 11, 2022	Submitted By: Interim City Administrator
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TITLE OF ISSUE:
APPROVAL OF A MOTION APPOINTING NATALIE JOHNSON AND FRANK BOYLES AS CITY CONTACTS TO THE 4M FUND

BACKGROUND AND SUPPLEMENTAL INFORMATION:
 The League of Minnesota Cities established the 4M Fund to assist cities in the investment and security of public dollars. Each city who is a member of the 4 M Fund designates one or more contact who has authorization to manipulate funds on behalf of the city.
 In Nowthen, the previous City Clerk/ Treasurer was the city’s primary contact. With her resignation, Darcy Mulvihill, Mayor Pilon and Council member Rainville became contacts. Ms. Mulvihill could be removed from the contact list should the city council desire. It is suggested that, at least for the time being, she remain just in case. Contacts can be changed at any time.
 The staff proposes that Natalie Johnson and Frank Boyles be added to the contact list. The forms necessary to accomplish this addition are included with the agenda item. However, 4M Fund representatives want confirmation that the city council supports these additions. Therefore, in addition to the forms, they request that minutes be included to memorialize city council support. City Council action on this item will be reflected in the city council minutes which we will forward to 4M.+

SOURCE OF FUNDING: NA

REQUESTED COUNCIL ACTION:
 Motion and second as part of the consent agenda to appoint Natalie Johnson and Frank Boyles as city contacts to the 4M Fund.

For Clerk’s Use:

Motion By: _____

Second By: _____

Vote Record: Aye Nay

_____	_____	Alders
_____	_____	Blake
_____	_____	Greenberg
_____	_____	Pilon
_____	_____	Rainville

SUPPORTED DOCUMENTS ATTACHED

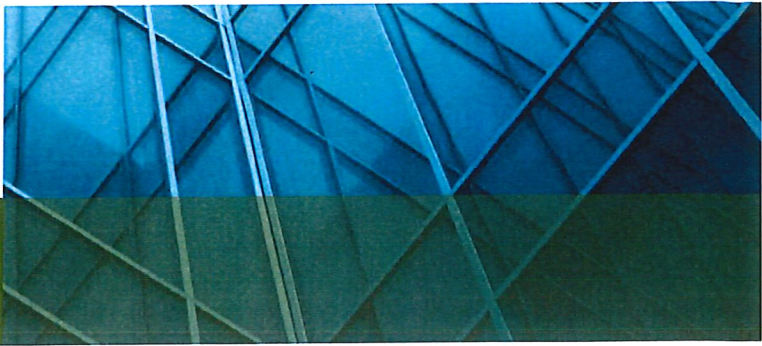
Resolution	Ordinance	Contract	Minutes	Plan Map

Other (specify) _____

Administration Department Use:

	Consent
	Regular

	Refer to: _____
	Tabled Until: _____
	Other: _____



PMA GPS[®] ACCESS REQUEST FORM

Please complete this form for EACH user. Upon verification of the information provided and authorization by PMA Financial Network LLC, a UserID will be e-mailed to the user at the e-mail address provided below. Instructions will be provided on how to activate the account.

* Current GPS users will maintain their current UserID and password

- Check here if you are a current GPS[®] user and want 4M access.
 Check here if this is a new GPS[®] account.

Entity Name: City of Nowthen

User Information:

First Name: Natalie Last Name: Johnson
Title/Position: Deputy City Clerk
Phone Number: 763-441-1347
E-Mail Address (Mandatory): Natalie@nowthenmn.net

Access Specification

- User may access all accounts/sub-accounts for the Entity.
 User may only access the following accounts/sub-accounts:

Access Type (if this section is blank, the User will be granted access to all on-line transactions)

- All on-line transactions (FULL ACCESS)
 View Only Access -- No on-line transactions (LIMITED ACCESS)
 User may access **Purchase** options only
 User may access **Redemption** options only

Email Delivery:

- Email Daily Confirmations and Monthly Statements, instead of via U.S. Postal mail

User Permission Authorized By:

This section must be signed by either an authorized person as designated in the New Account Application, a Primary Contact or Authorized Personnel Information form, OR the new incumbent in an authorized position, accompanied by a copy of the board minutes covering the appointment/election of a new incumbent.

Name: JEFFREY M. Pilon Title: MAYOR - City of Nowthen
Signature: [Handwritten Signature] Date: 12.30.21 Phone: 763.639.9151

Send completed forms to your PMA representative or to gps@pmanetwork.com



CHANGE IN PRIMARY CONTACT INFORMATION

Participant Name: City of Nowthen

SECTION A: EXISTING 4M PARTICIPANT

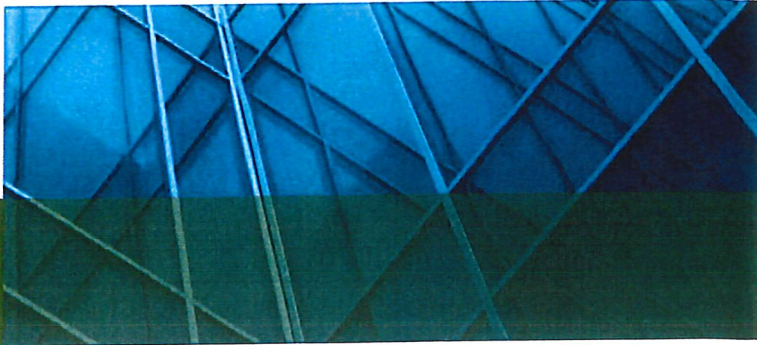
1. I am an existing 4M Participant. Please De-Activate NO ONE (name of person):
- As Primary Contact
or
 From account entirely
2. To verify account ownership, one of my existing 4M account numbers is: 35442
(I have attached SUPPORTING DOCUMENTATION, such as Board Resolution Appointing New Contact)

SECTION B: NEW PRIMARY CONTACT INFORMATION

3. Please designate the 4M Primary Contact person for your Entity:
- Name: Franks Boyles Phone: 763-274-1927
Fax: _____ Email: cityclerk@nowthenmn.net
Title: Interim City Administrator Address: _____

SECTION C: ACCOUNT SECURITY / AUTHORITY

4. The above-named primary contact will have the authority to:
- Certify the Authorized Personnel at the Entity, and specify the PMA GPS® access capabilities;
 - Add, change, delete the bank information (ACH/Wire) 4M has on file for the Entity;
 - Place order for checks, deposit tickets and endorsement stamps;
 - Certify the Master Signature Cards;
 - Sign up for State Aid Deposits, and other programs of the 4M Fund; and
 - Open, close, change and reactivate 4M account information.
5. Security:
- Yes, the primary contact is authorized to move money (make purchases, redemptions, transfers and fixed rate investments).
6. Account Authority:
- Yes, the primary contact is authorized to ALL 4M sub-accounts for my entity.



PMA GPS[®] ACCESS REQUEST FORM

Please complete this form for EACH user. Upon verification of the information provided and authorization by PMA Financial Network LLC, a UserID will be e-mailed to the user at the e-mail address provided below. Instructions will be provided on how to activate the account.

* Current GPS users will maintain their current UserID and password

- Check here if you are a current GPS[®] user and want 4M access.
- Check here if this is a new GPS[®] account.

Entity Name: City of Nowthen

User Information:

First Name: Frank Last Name: Boyles
Title/Position: Interim City Administrator
Phone Number: 763-274-1927
E-Mail Address (Mandatory): cityclerk@nowthenmn.net

Access Specification

- User may access all accounts/sub-accounts for the Entity.
- User may only access the following accounts/sub-accounts:

Access Type (if this section is blank, the User will be granted access to all on-line transactions)

- All on-line transactions (FULL ACCESS)
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This section must be signed by either an authorized person as designated in the New Account Application, a Primary Contact or Authorized Personnel Information form, OR the new incumbent in an authorized position, accompanied by a copy of the board minutes covering the appointment/election of a new incumbent.

Name: JEFFREY M. Pilon Title: MAYOR - City of Nowthen
Signature: [Handwritten Signature] Date: 12-30-21 Phone: 763-639-9151

Send completed forms to your PMA representative or to gps@pmanetwork.com

7. 4M Statements and Confirmations:

- The primary contact elects to retrieve electronic statements, confirmations and other communications via PMA GPS®, or
- 4M will mail monthly statements and confirmations to the primary contact at the above address.

8. System Access: Access to PMA GPS® will automatically be granted if the primary contact elects to receive electronic statements; a username and password will be sent via email.

- Request access to PMA GPS® if electronic statements are not elected.

9. Email notification:

- Yes, send an email when online statements and confirmations are available.
- No, do not send an email when online statements and confirmations are available.

10. Daily Activity:

- Yes, the above-named person will be the primary contact person for all 4M daily activity.

11. Proxy Activity:

- Yes, the primary contact will be the recipient of proxy related materials from 4M.
- No, the primary contact will NOT be the recipient of proxy related materials. Proxy materials should be mailed to _____ (insert name), and I have completed the form titled *Authorized Personnel Information* form.

NOTE: To designate additional authorized personnel, please complete the *Authorized Personnel Information* form for each such authorized person.

SECTION D: AUTHORIZATION

This section must be signed by either an authorized person as designated in the New Account Application, a Primary Contact or Authorized Personnel Information form, OR the new incumbent in an authorized position, accompanied by a copy of the board minutes covering the appointment/election of a new incumbent. (Please mark the appropriate section and black out salary and other confidential information). The authorizations set forth on this form shall remain in full force and effect until the Fund receives written notification of a change.

Signature: 

Date: DECEMBER 30, 2021

Printed Name: JEFFREY M. PILON

Phone: 763-639-9151

Title: MAYOR - city of Nowthen

Email: MayorPilon@gmail.com

Send completed forms to your PMA representative or to gps@pmanetwork.com



REQUEST FOR COUNCIL ACTION

Agenda Item: 2E	Department: Administration	Requested Council Meeting Date: January 11, 2022	Submitted By: City Attorney
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TITLE OF ISSUE:
APPROVAL OF RESOLUTION 2022-02 AND RELATED DOCUMENTS APPROVING PARTICIPATION IN OPIOID SETTLEMENT

BACKGROUND AND SUPPLEMENTAL INFORMATION:

City attorney Rupee and Prosecutor Glaser have made the staff aware of the opportunity to participate in the opioid litigation settlement if the city council approves and executes the prerequisite documents by January 26, 2022. Nationwide manufacturers, sellers and transporters of opioids have been sued on the basis that they knowingly encouraged the use of a substance, the consumption of which, can permanently injure or kill. The Minnesota portion of the settlement is approximately \$337 million. The settlement is distributed to state, counties, and cities, among others. In the case of Anoka County, the settlement is estimated to be \$17 million. While there is not a complete understanding of the distribution proportions, it is expected that entities that approve participation in the settlement will receive a distribution of some sort. Fund use is intended to curb the use and abuse of “street” and Prescription opioids. Thirteen pages are devoted to allowable uses. It is unclear at this time whether an audit of each cities settlement fund usage will be necessary. If it were, it seems to me that settlement funds would pay for such an audit. See the attached memorandum and attachments from Prosecutor Glaser for more details.

SOURCE OF FUNDING: Nationwide Opioid Settlement Funds

REQUESTED COUNCIL ACTION: To participate in the settlement the city council should make a motion and second to approve the consent agenda which includes the adoption of the attached resolution, completion and execution of Exhibit K, approval of the Minnesota Opioids State-Subdivision Memorandum of Agreement, and a second Exhibit K and authorization to return all documents to the City’s Prosecutor so they can be returned to the State Attorney General.

<p>For Clerk’s Use:</p> <p>Motion By: _____</p> <p>Second By: _____</p> <p>Vote Record: Aye Nay</p> <p> _____ _____ Alders</p> <p> _____ _____ Blake</p> <p> _____ _____ Greenberg</p> <p> _____ _____ Pilon</p> <p> _____ _____ Rainville</p>	<p style="text-align: center;">SUPPORTED DOCUMENTS ATTACHED</p> <table style="width: 100%; text-align: center;"> <tr> <td style="width: 20%;">Resolution</td> <td style="width: 20%;">Ordinance</td> <td style="width: 20%;">Contract</td> <td style="width: 20%;">Minutes</td> <td style="width: 20%;">Plan Map</td> </tr> <tr> <td style="border: 1px solid black;">X</td> <td style="border: 1px solid black;"></td> <td style="border: 1px solid black;">X</td> <td style="border: 1px solid black;"></td> <td style="border: 1px solid black;"></td> </tr> </table> <p>Other (specify) __ Exhibits and MOA.</p> <p>_____</p> <p>_____</p>	Resolution	Ordinance	Contract	Minutes	Plan Map	X		X		
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X		X									

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: KURT GLASER, CITY PROSECUTOR

SUBJECT: REQUEST FOR COUNCIL ACTION
OPIOID LITIGATION SETTLEMENT PROCEEDS

DATE: 1/3/2022

CC: FRANK BOYLES, INTERIM CITY ADMINISTRATOR
ROBERT RUPPE, CITY ATTORNEY

SUMMARY: Requesting the Council to approve settlement agreements for the State's opioid litigation. This approval will qualify the City for proceeds from that settlement.

ACTION: Adopt the attached Resolution.

DISCUSSION: The State of Minnesota, along with many other States, sued the pharmaceutical industry related to opioid production and distribution. The Attorney General has tentatively settled Minnesota's suit for approximate \$337 million. Those funds will be distributed to those Cities and Counties who join in the settlement agreement. The proposed use of those funds will be to combat the effects of drug abuse related to opioid use. The Anoka County Sheriff and your Prosecutor are currently engaged in related efforts.

The City must pass this Resolution and sign the settlement agreements to qualify for these funds when they become available during the next year. The City must approve those documents and return them to the Attorney General before 1/26/2022 in order to qualify for these funds.

Cities with populations under 10,000 will receive funds through their County. Anoka County will receive almost \$17 million from this settlement. Presently, Anoka County has not devised how it will distribute those funds. It is anticipated the County will use funds to create drug abuse programming and that Cities may be able to defray some of its prosecution work by using these settlement proceeds.

The attached settlement documents and the language contained in the attached Resolution were prepared by the Minnesota Attorney General.

KBG

**CITY OF NOWTHEN
COUNTY OF ANOKA
STATE OF MINNESOTA**

RESOLUTION NO. _____

**A RESOLUTION APPROVING PARTICIPATION IN OPIOID LITIGATION
SETTLEMENTS**

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

WHEREAS, the State of Minnesota and numerous Minnesota cities and counties joined with thousands of local governments across the country to file lawsuits against opioid manufacturer and pharmaceutical distribution companies and hold those companies accountable for their misconduct; and

WHEREAS, representatives of local Minnesota governments, the League of Minnesota Cities, the Association of Minnesota Counties, the Coalition of Greater Minnesota Cities, the State of Minnesota, and the Minnesota Attorney General's Office have negotiated and prepared a Memorandum of Agreement (MOA) to provide for the equitable distribution of proceeds to the State of Minnesota and to individual local governments from recent settlements in the national opioid litigation; and

WHEREAS, by signing onto the MOA, the state and local governments maximize Minnesota's share of opioid settlement funds, demonstrate solidarity in response to the opioid epidemic, and ensure needed resources reach the most impacted communities; and

WHEREAS, it is in the best interests of the State of Minnesota and the residents of the City of Nowthen, and the County of Anoka, that the City participate in the national opioid litigation settlements.

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

1. Participation in the opioid litigation settlements promotes the public health, safety, and welfare of the residents of the City of Nowthen.
2. The City of Nowthen supports and opts-in to the national opioid litigation settlements with the Distributors McKesson, Cardinal Health, and Amerisource Bergen, and with the Manufacturer Johnson & Johnson.
3. The Memorandum of Agreement (MOA) between the State of Minnesota and Local Governments relating to the distribution of settlement funds is hereby approved by the City of Nowthen.

4. City Staff is hereby authorized to take such measures as necessary to sign the MOA and otherwise participate in the national opioid settlements, including executing the Participation Agreement and accompanying Release.

Passed by the City Council of Nowthen, Minnesota this _____ day of January 2022.

Jeff Pilon, Mayor

Attested:

Frank Boyles, Interim City Administrator

EXHIBIT K

Settlement Participation Form

Governmental Entity:	State:
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 July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen 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 Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen 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 Janssen 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 Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (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 Janssen 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 Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen 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 Janssen Settlement.

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

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 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 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 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 Memorandum of Agreement is intended to serve under the Bankruptcy Resolutions concerning Purdue Pharma and Mallinckrodt 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 Purdue Pharma L.P. and Mallinckrodt 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 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” mean this agreement, the Minnesota Opioids State-Subdivision Memorandum of Agreement.

“National Settlement Agreements” means the national opioid settlement agreements with the Parties and one or all of the Settling Defendants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

“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 the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic, including their officers, directors, employees, or agents, acting in their capacity as such.

“Parties” means the State and the Participating Local Governments.

“Participating Local Government” means a county or city 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 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.

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.**

- 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 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

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.

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.
- 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.

VI. Backstop Fund

- A. National Attorney Fee Fund. 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

order³ 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 or Mallinckrodt 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 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 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,

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

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

⁴ For the avoidance of doubt, this includes settlements reached with AmerisourceBergen, Cardinal Health, and McKesson, and Janssen, and Bankruptcy Resolutions involving Purdue Pharma L.P., and Mallinckrodt plc.

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, 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 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 **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 programs⁵ 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.
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.
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 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.

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 (“*PAARP*”);
 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 (“*CTP*”), 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%
KITTSOON 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%

EXHIBIT K

Subdivision Settlement Participation Form

Governmental Entity:	State:
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 July 21, 2021 ("*Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor 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 Distributor 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 Distributor 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 Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, 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 Distributor 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 Distributor 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 Distributor Settlement.
10. In connection with the releases provided for in the Distributor 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, and 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 Distributor Settlement.

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

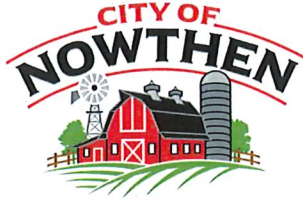
I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



REQUEST FOR COUNCIL ACTION

Agenda Item # 2F	Department: Administration	Requested Council Meeting Date: January 11, 2022	Submitted By: Interim City Administrator
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TITLE OF ISSUE:
 APPROVAL OF RESOLUTION 2022-04 APPROVING ANNUAL APPOINTMENTS AND OFFICIAL APPOINTMENTS TO COMMISSIONS, COMMITTEES, LOCAL GOVERNMENT AUTHORITIES AND OFFICIAL DESIGNATIONS FOR 2022

BACKGROUND AND SUPPLEMENTAL INFORMATION:

Listed below are the proposed changes from 2021 to 2022 in the Annual Appointments. All other appointments will stay the same if the city council adopts the resolution as proposed.

2020 to 2021 Comparison of Annual Appointments

MAYOR, CITY COUNCIL AND STAFF	2021	2022
City Clerk / Treasurer	Lori Streich	Frank Boyles
Emergency Contact	Joe Glaze	Maintenance Supervisor Joe Glaze
	Lori Streich	Maintenance Worker Eric Madsen
Farmers Market Liaison		Council Member Mary Rainville
CITY CONSULTANTS		
Building Official	MNSpect, LLC	MNSPECT, LLC
Prosecuting Attorney	Smith and Glaser	Berglund, Baumgartner, Kimball & Glaser, LLC
OTHER AGENCIES		
Acting Emergency Management Director	St. Francis Fire Chief Dave Schmidt	St. Francis Fire Chief Dave Schmidt
	St. Francis Assistant Fire Chief Joe Lawrence	Mayor Jeff Pilon
Previous #4 is now #5		
New #5		Added in the City Council Workshop and Council Meeting Info
Previous #5 is New #6		Changed verbiage to reflect committee members terms

**CITY OF NOWTHEN
COUNTY OF ANOKA
RESOLUTION 2022- 04**

**A RESOLUTION MAKING ANNUAL APPOINTMENTS AND OFFICIAL
APPOINTMENTS TO COMMISSIONS, COMMITTEES, LOCAL GOVERNMENT AUTHORITIES AND
OFFICIAL DESIGNATIONS IN THE CITY OF NOWTHEN**

WHEREAS, the Nowthen City Council makes its annual appointments to fill certain positions within boards, committees and commissions and makes designations for the Official Depositories of City Funds and Public Newspaper at the first regular meeting of the year; and

WHEREAS, the Nowthen City Council, at its first official meeting shall make appointments to fill certain offices and positions with the city government and make official designations for Official Depositories of City Funds and the City's Public Newspaper.

WHEREAS, the City Council reserves the right to make changes as needed during the calendar year 2022.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Nowthen, Minnesota, establishes the following:

1. That the following persons or companies are appointed by the Mayor and City Council to the following positions or official designations for 2022:

MAYOR, CITY COUNCIL AND STAFF ASSIGNEMENTS:

Acting Mayor:
(This person also acts as additional signer of checks and CD's)

Councilmember Mary Rainville

Architectural Review Committee:

Mayor, City Council, Building Official

City Clerk/Treasurer:

Interim Administrator Frank Boyles

Economic Development Authority Commissioners:

Mayor and City Council Members

Emergency Contacts: X2
(Alarm system – Fire Contacts)

Maintenance Supervisor Joe Glaze

Maintenance Worker Eric Madsen

Farmers Market Liaison:

Council Member Mary Rainville

Planning Commission Liaison:

Mayor Jeff Pilon

Weed Inspector:

Mayor Jeff Pilon

3. Mileage or expenses for attendance at authorized meetings will be compensated according to city personal policies, Resolution No. 2019-59 City Council Reimbursement Policy or contracted agreements.
4. The City Council reserves the right to make changes as needed during calendar year 2022.
5. Unless otherwise noticed the Nowthen City Council will hold their regularly scheduled meetings as follows at the Nowthen Historic Town Hall at 7:00 p.m.

Council Workshop – the Thursday prior to the second Tuesday of the month
Council Meeting - the second Tuesday of the month

6. Unless otherwise noticed the Nowthen Planning Commission will hold their regularly scheduled meetings on the fourth Tuesday of the month at the Nowthen Historic Town Hall at 7:00 p.m.

PLANNING COMMISSION

The Nowthen City Council appoints for a three year term the following two persons whose current terms end December 31, 2021:

Dan Haapala - new term runs January 1, 2022 – December 31, 2024
Robert Schiller – new term runs January 1, 2022 – December 31, 2024

Kelly Pearo – current term ends December 31, 2022
Martin Bies – current term ends December 31, 2022
Lars Carlson – current term ends December 31, 2023
Dale Ames – current term ends December 23, 2023
Harold Jorgensen – current term ends December 23, 2023

ADOPTED BY THE CITY COUNCIL OF THE CITY OF NOWTHEN THIS 11th DAY OF JANUARY, 2022.

Jeff Pilon, Mayor

ATTEST:

Frank Boyles, Interim City Administrator



November 18, 2021

Frank Boyles
City Administrator
City of Nowthen
8188 199th Ave NW
Elk River, MN 55330

Dear Frank,

It is with great pleasure that we ask to serve as the official newspaper for the City of Nowthen in 2022. As we continue to implement new changes in the newspaper to improve readership, we feel it's important to provide readers with the city's public notices in addition to news stories, features and photographs of local events we cover each week.

We would like to publish your public notices in the Anoka County UnionHerald and Star News "Elk River". The legal publication rate for the Anoka County UnionHerald and Star News "Elk River" as of January 1, 2022, will remain unchanged from the 2021 rate of 10.75 per column inch. If any documents need to be manually typeset, a \$20 flat fee will be charged per public notice. As a newspaper published in the County of Anoka, we meet the requirements to qualify as your official legal newspaper. *The deadline will be 10:00 a.m. Wednesday for Friday's publication.*

All public notices published in the Anoka County UnionHerald and Star News "Elk River" will be posted to abcnewspapers.com – which averages over 54,000 unique visitors per month in search of local news and information.

We have appreciated your business over the past years and hope that we can be of service to you in 2022 as a credible, locally-owned, weekly community news source. If you have any questions, please feel free to call me at 763-691-6001 or email me at publicnotice@apgecm.com. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads 'Tonya Orbeck'. The signature is written in a cursive style.

Tonya Orbeck
Legal Notice Department Manager



Office of the Minnesota Secretary of State

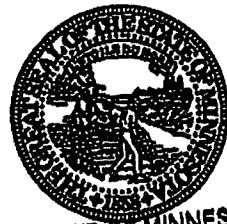
Legal Newspaper Status Application

Minnesota Statutes, Chapter 331A.02

Must be filed between September 1 and December 31, each year

Filing Fee: \$25.00

Please read the instructions before completing this form.



STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

SEP 24 2021 LS

Steve Simon
Secretary of State

1. Current Name and Known Office of Issue Address of Newspaper:

Anoka County UnionHerald
4101 Coon Rapids Blvd
Coon Rapids, MN 55433

2. IF CHANGED, list the new name and/or address of known office of issue:

Name of Newspaper: _____

Street Address: _____

(Must be a complete street address or rural route and rural route box number)

City: _____ State: MN Zip Code: _____

3. County of Known Office of Issue: (Required) Anoka

4. Legal Newspaper Phone Number: (Required) 763-691-6001
(Area Code) Phone Number

5. Name and daytime phone number of contact person:
Kenya Orbeck 763-691-6001
Contact Name Daytime Phone Number

6. Email Address for Official Notices

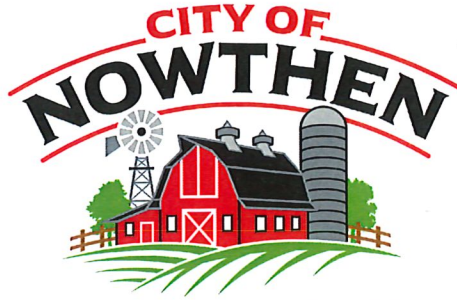
Enter an email address to which the Secretary of State can forward official notices required by law and other notices:

E-Mail Address: publicnotice@e-pd.ecm.com

7. This legal newspaper certifies that it has complied with all of the requirements of Minnesota Statutes, section 331A.02.

8. I, the undersigned, certify that I am signing this document as the person whose signature is required, or as agent of the person(s) whose signature would be required who has authorized me to sign this document on his/her behalf, or in both capacities. I further certify that I have completed all required fields, and that the information in this document is true and correct and in compliance with the applicable chapter of Minnesota Statutes. I understand that by signing this document I am subject to the penalties of perjury as set forth in Section 609.48 as if I had signed this document under oath.

Kenya Orbeck 9/26/2021
Signature of Authorized Representative (Required) Date



REQUEST FOR COUNCIL ACTION

Agenda Item: 2G	Department: Administration	Requested Council Meeting Date: January 11, 2022	Submitted By: Interim City Administrator
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TITLE OF ISSUE:
APPROVAL OF ORDINANCE PROCESS FOR TOBACCO SALES VIOLATIONS

BACKGROUND AND SUPPLEMENTAL INFORMATION:

Under the terms of the Nowthen City Code and State Statute, the city may issue Tobacco Sales Permits annually to businesses meeting certain criteria. In 2020 the federal government and the state raised the minimum age for tobacco sales and consumption from 18 to 21. At present the city has two Tobacco licenses issued for the year 2022. The city code also provides that the Anoka County Sheriff's Office, on the city's behalf will conduct an annual test to determine if sales are properly conducted. In December 2021, the sheriff's office conducted the check and both Nowthen licensees failed. The city code specifies the steps for the city to take. A letter is sent to each licensee advising of the violation and offering two options. The first is, within 10 days, to advise the city whether they wish to appeal. If they do, a hearing is scheduled. If they do not, they pay the fine depending upon the number of violations in the last four years. One licensee has two violations and the other has one. The penalty for one violation is up to \$500 and/or a suspension of up to ten business days. The penalty for the second violation is up to \$750 and/or up to 30 days suspension.

SOURCE OF FUNDING: NA

REQUESTED COUNCIL ACTION: The city code is mandatory. The reason for bringing this matter to the city council is to affirm that the city council desires to function as the hearing officer. If so, this item should remain on the consent agenda. If not, the city council should remove the item to discuss hiring a hearing officer. Attached are the applicable ordinance provisions.

For Clerk's Use:

Motion By: _____

Second By: _____

Vote Record:	Aye	Nay				
	_____	_____	Alders			
	_____	_____	Blake			
	_____	_____	Greenberg			
	_____	_____	Pilon			
	_____	_____	Rainville			

SUPPORTED DOCUMENTS ATTACHED

Resolution	Ordinance	Contract	Minutes	Plan Map
	X			

Other (specify) _____

6-4-8: COMPLIANCE CHECKS AND INSPECTIONS: All licensed premises shall be open to inspection by the City police or other authorized City officials during regular business hours. From time to time, but at least once per year, the City shall conduct compliance checks by engaging, with the written consent of their parents or guardians, minors over the age of fifteen (15) years but less than eighteen (18) years, to enter the licensed premise to attempt to purchase tobacco, tobacco products, or tobacco related devices. Minors used for the purpose of compliance checks shall be supervised by City designated law enforcement officers or other designated City personnel. Minors used for compliance checks shall not be guilty of unlawful possession of tobacco, tobacco products, or tobacco related devices when such items are obtained as a part of the compliance check. No minor used in compliance checks shall attempt to use a false identification misrepresenting the minor's age, and all minors lawfully engaged in a compliance check shall answer all questions about the minor's age asked by the licensee or his or her employee and shall produce any identification, if any exists, for which he or she is asked. Nothing in this Section shall prohibit compliance checks authorized by State or Federal laws for educational, research, or training purposes, or required for the enforcement of a particular State or Federal law. (Ordinance #30, adopted June 9, 2009)

6-4-9: VIOLATION:

- A. Notice. Upon discovery of a suspected violation, the alleged violator shall be issued, either personally or by mail, a written notice that sets forth the alleged violation and informs the alleged violator of his or her right to have a hearing on the accusation.
- B. Hearing. If a person accused of violating this Section so requests, a hearing shall be scheduled, the time and place of which shall be published and provided to the accused violator. The hearing shall be conducted pursuant to the Administrative Procedures Act, M.S. §§ 14.57 to 14.70, as it may be amended from time to time.
- C. Hearing Officer. The City Council may act as the hearing body in these proceedings, or it may contract with the Office of Hearing Examiners for a hearing officer.
- D. Decision. If the hearing officer determines that a violation of this Section did occur, that decision, along with the hearing officer's reasons for finding a violation and the penalty to be imposed under Section 6-4-10 of this Section, shall be recorded in writing, a copy of which shall be provided to the accused violator. Likewise, if the hearing officer finds that no violation occurred or finds grounds for not imposing any penalty, such findings shall be recorded and a copy provided to the accused violator.

- E. Continued Violation. Each violation, and every day in which a violation occurs or continues, shall constitute a separate offense. (Ordinance #30, adopted June 9, 2009)

6-4-10: PENALTIES: No penalty shall be imposed under this Section unless the alleged violator has received notice of the alleged violation and an opportunity to be heard under Section 6-4-9. After said hearing or waiver of said hearing a licensee found to have committed a violation of Section 6-4-6 is subject to an administrative penalty. The City Council may impose the following administrative penalties:

- A. First Violation: A civil fine not to exceed five hundred (\$500) dollars and/or a license suspension of up to ten (10) days.
- B. Second Violation: A civil fine not to exceed seven hundred fifty (\$750) dollars and/or a license suspension of up to thirty (30) days.
- C. Third Violation: A civil fine not to exceed one thousand (\$1,000) dollars and/or a license suspension of up to one (1) year.
- D. Fourth Violation: A civil fine not to exceed two thousand (\$2,000) dollars and/or revocation of the violator's license. (Ordinance #30, adopted June 9, 2009)

6-4-11: APPEALS: Appeals of any decision made by the hearing officer shall be filed in the Anoka County District Court. (Ordinance #30, adopted June 9, 2009)

6-4-12: OTHER REMEDIES: Nothing in this Section shall be construed as prohibiting the subjection of any individual or retailer to whatever penalties are available under any other local, State or Federal law, or other applicable law or regulation. (Ordinance #30, adopted June 9, 2009)

6-4-13: SEVERABILITY AND SAVINGS CLAUSE: If any section or portion of this Section shall be found unconstitutional or otherwise invalid or unenforceable by a court of competent jurisdiction, that finding shall not serve as an invalidation or affect the validity or enforceability of any other section or provision of this Section. (Ordinance #30, adopted June 9, 2009)



REQUEST FOR COUNCIL ACTION

Agenda Item # 2H	Department: Administration	Requested Council Meeting Date: January 11, 2022	Submitted By: Interim City Administrator
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TITLE OF ISSUE:
APPROVAL OF AUGUST AND NOVEMBER CITY COUNCIL MEETING DATE CHANGES

BACKGROUND AND SUPPLEMENTAL INFORMATION:
Minnesota State Statute 204C.03 Subdivision 1 states:
“No special taxing district governing body, school board, county board of commissioners, city council, or town board of supervisors shall conduct a meeting between 6:00 p.m. and 8:00 p.m. on the day that an election is held within the boundaries of the special taxing district, school district, county, city, or town”.

In calendar year 2022 both the August 9 State Primary and November 8 General Elections fall on City Council Meeting nights. As staff will be busy with pre- and post-election duties changing the date to the same week would increase the workload. For that reason, I suggest we move the Council Meetings to the previous Tuesday and the Workshops if applicable to the previous Thursday

SOURCE OF FUNDING: NA

REQUESTED COUNCIL ACTION:
Motion and second as part of the consent agenda to:

Move the August 9, 2022, Council Meeting to Tuesday, August 2, 2022, and the Workshop if applicable to July 28, 2022

Move the November 8, 2022, Council Meeting to Tuesday, November 1, 2022, and the Workshop if applicable to October 27, 2022

For Clerk’s Use:

Motion By: _____

Second By: _____

Vote Record: Aye Nay

 _____ _____ Pilon

 _____ _____ Alders

 _____ _____ Blake

 _____ _____ Greenberg

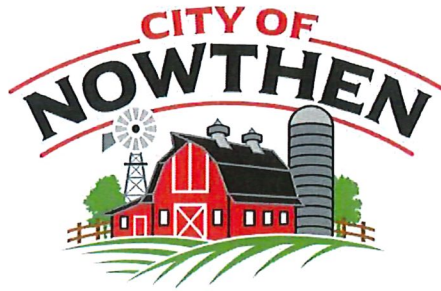
 _____ _____ Rainville

SUPPORTED DOCUMENTS ATTACHED				
Resolution	Ordinance	Contract	Minutes	Plan Map
Other (specify) _____				

Administration Department Use:

X	Consent
	Regular

	Refer to: _____
	Tabled Until: _____
	Other: _____



REQUEST FOR COUNCIL ACTION

Agenda Item: 21	Department: Planning	Requested Council Meeting Date: January 11, 2022	Submitted By: Liz Stockman
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TITLE OF ISSUE:

Dryden Plat, Street Paving Deferral CUP, Variance and Amended Home Business CUP

BACKGROUND AND SUPPLEMENTAL INFORMATION:

See attached note with update from Deb Dryden on 12/18/21 and extension on 1/4/22. They still do not have the necessary documentation from the Hough's to proceed with the Final Plat (33 feet deeded to the City of Nowthen as permanent road/utility easement).

The 60-day review period has been extended indefinitely.

SOURCE OF FUNDING:

NA

REQUESTED COUNCIL ACTION:

1) Table decision on the plat, CUPs and Variance until the February 8, 2022 meeting.

For Clerk's Use:

Motion By: _____

Second By: _____

Vote Record:	Aye	Nay	
	_____	_____	Alders
	_____	_____	Blake
	_____	_____	Greenberg
	_____	_____	Pilon
	_____	_____	Rainville

SUPPORTED DOCUMENTS ATTACHED

Resolution	Ordinance	Contract	Minutes	Plan Map
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Other (specify) two emails attached

Administration Department Use:



Consent

Regular

<input type="checkbox"/>	Refer to: _____
<input checked="" type="checkbox"/>	Tabled Until: <u>February 8, 2022</u>
<input type="checkbox"/>	Other: _____

Liz Stockman

From: Deb Dryden <debdryden.19@gmail.com>
Sent: Saturday, December 18, 2021 5:47 PM
To: Liz Stockman
Subject: Re: Dryden Final Plat and Amended CUP --6700 Viking Blvd

Merry Christmas to you!
We are all good!
Tell commitment is getting worked on by Homestead title co.
Jason is not married his full name is Jason Cole Dryden
And driveway maintenance we plan on taking care of all the maintenance and plowing need it on the driveway
Still waiting on the Hough's
Thank you Deb

Sent from my iPhone

On Dec 15, 2021, at 11:39 AM, Liz Stockman <liz.stockman@planningco.com> wrote:

Randy, Deb and Jason,
Here's wishing you Happy Holidays! I hope this finds you well. The City hasn't heard from you recently, so please provide an update on the following items when you are able. I'd like to get this wrapped up in January.

- Document deeding the Hough's 33 feet to the City of Nowthen
- Final Plat submitted (drainage easements need to be revised to reflect the changed wetland boundaries near Lot 3) along with a Final Plat application.
- Title Commitment for all three properties (requested by attorney)
- Review the draft Developer's Agreement, attached
 - If Jason is married, I will need his wife's full name and middle initial. I also need Jason's middle initial.

A Driveway Maintenance Agreement must be prepared and submitted by you for review by the City Attorney to define who maintains the shared driveway between Lots 1,2 and 3 of Dryden Acres.

Thank you,

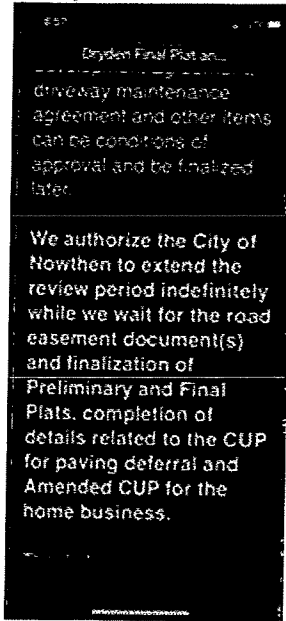
Elizabeth Stockman
651-303-3670
<image001.jpg>

<60 day letter 2.pdf>
<MAJOR SUBD App Oct 2021.pdf>
<Developer's Agreement CLEAN.pdf>

Liz Stockman

From: Deb Dryden <debdryden.19@gmail.com>
Sent: Tuesday, January 4, 2022 10:02 AM
To: liz.stockman@planningco.com
Subject: Final plat

Randy and I would like to extend our period for the finalizing of our preliminary plat thank you! Deb Dryden



Sent from my iPhone



CITY OF NOWTHEN

REQUEST FOR COUNCIL ACTION

Agenda Item # 2J	Department: Parks and Facilities	Requested Council Meeting Date: January 11, 2022	Submitted By: Tess Copeland on behalf of the Nowthen Heritage Festival
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TITLE OF ISSUE:

APPROVAL OF REQUEST BY THE HERITAGE FESTIVAL VOLUNTEER COMMITTEE TO WAIVE RENTAL FEES, DEPOSITS AND ASSOCIATED COSTS RELATED TO THE 2022 NOWTHEN HERITAGE FESTIVAL

BACKGROUND AND SUPPLEMENTAL INFORMATION:

The Nowthen Heritage Festival Volunteer Committee will host the 15th annual Festival on Saturday, September 24, 2022. The Festival is the largest event held in our city park and is a wonderful way of showcasing our city facilities. The committee members and volunteers put in many hours throughout the year to provide a full day of fun for the residents. The Festival is specifically designed to create a day filled with activities to bring the community together in one place to "Celebrate Community, Family and Friends."

Our committees work, along with monetary/in kind, product and labor donations allows the Festival to offer numerous free or low cost activities throughout the day.

The Committee previously presented the city with our reservation request and at this time we are respectfully requesting the Mayor and City Council to continue their tradition of waving the city facility use fees and deposits and approve other associated items related to the Festival listed in the accompanying letter.

SOURCE OF FUNDING: NA

REQUESTED COUNCIL ACTION:

That the Mayor and City Council approve as part of the consent agenda the waiver of facility use rental fees and deposits and the other associated items listed on the accompanying letter related to the September 24, 2022 Nowthen Heritage Festival.

For Clerk's Use:

Motion By: _____

Second By: _____

Vote Record:	Aye	Nay	
	_____	_____	Pilon
	_____	_____	Alders
	_____	_____	Blake
	_____	_____	Greenberg
	_____	_____	Rainville

SUPPORTED DOCUMENTS ATTACHED

Resolution	Ordinance	Contract	Minutes	Plan Map
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Other (specify): 2022 Nowthen Heritage Festival request for Rental Fee and Deposit waiver and other associated items letter.

Administration Department Use:

<input checked="" type="checkbox"/>	Consent
<input type="checkbox"/>	Regular

<input type="checkbox"/>	Refer to: _____
<input type="checkbox"/>	Tabled Until: _____
<input type="checkbox"/>	Other: _____



6633 191st Ave NW
Nowthen, MN 55303
Nowthenheritagefestival.com

November 5, 2021

City of Nowthen,

This request accompanies a Facility Use Applications for the use of the Historic Town Hall for meetings and City Facilities for the September 24, 2022 Nowthen Heritage Festival. In addition to the information requested on the form the committee wishes to provide the following information which is consistent to previous requests.

FACILITY, DATES AND TIMES

Nowthen Historic Town Hall: 6:30pm - 9:00pm - March 21, April, 18, May 16, June 20, July 18, August 15, September 12, 14, 19, 21, 22, October 3, 2022
Nowthen Historic Town Hall: 8:00am, Friday, September 23 until 8:00pm, Saturday, September 24, 2022.
Nowthen Memorial Park (entire premise): 6:00am Friday, September 23 until 4:00pm Sunday, September 25, 2022.
Nowthen Memorial Park Pavilion and Garage: 8:00am Monday, September 19 to 4:00pm Tuesday, September 27, 2022.
Nowthen Recycling Center, parking lot: 6:00am - 10:00pm, Saturday, September 24, 2022.
Empty lot across from Fire Station and Recycling Center: 8:00am, Friday, September 23 until 1:00pm, Sunday, September 25, 2022.
Keys: Nowthen Park Pavilion and Garage, Basement of Nowthen Historic Town Hall and Recycle Center - September 19 - September 27, 2022 - 8:00am - 4:00pm.

PARKING

The empty lot across from the Fire Station and Recycling Center for off street parking for guest, volunteer and vendor vehicles. To facilitate parking volunteers and a local horse organization will direct vehicles into the area. We also request approval to park vendor vehicles along the east side of the Baseball Field fence to assist with vendors whose booths are on that side of the park.

SPECIAL REQUESTS OR NEEDS

Wavier of all facility rental fees and deposits.
Assistance of City Maintenance staff in preparation for the Festival similar to past years.
Authority to use off road vehicles to assist with the logistics of operating the Festival.
Cutting of the empty lot across from Fire Station and Recycling Center the week prior to the Festival.
Posting of Recycle Center as being closed Saturday, September 24, 2022 the week of the festival.
Clearing of materials in the area to the west of the Recycle Center.

SANITATION FACILITIES

The Festival rents additional temporary bathrooms and washing stations.

I can be reached at 763-753-2930 if you have any questions. Thank you in advance for your consideration.

Therese Copeland - Nowthen Heritage Festival Treasurer

Attachments: (2)



REQUEST FOR COUNCIL ACTION

Agenda Item: 5A	Department: Administration	Requested Council Meeting Date: January 11, 2022	Submitted By: Interim City Administrator
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TITLE OF ISSUE:

APPROVAL OF A PROPOSED PROCESS TO PREPARE A FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR 2022 THROUGH 2026

BACKGROUND AND SUPPLEMENTAL INFORMATION:

In governance one of the most important powers is “Power of the Purse.” Looking at Minnesota Statutes, the power of the purse is granted to the elected officials. Bonding, borrowing, taxing, tax increment financing, contracting, repayment, purchasing, setting pay, budgeting, all receive final approval through the city council. In fact, without documentation of city council approval, most of the above staff financial actions are significantly curtailed. The same is true of Capital Improvement Programming (CIP). I know the Nowthen City Council has historically discussed establishing a CIP on more than one occasion. I believe now is the time for the city to make the preparation of a CIP a high priority for this year because we have huge investments in infrastructure but really no plan to maintain, replace or renew it. The city has streets, buildings, parks, and mobile equipment, all of which will eventually need replacement and financing. The Capital Improvement Program is the five-year financial planning document for this purpose. It allows the council to choreograph expenditures to correspond with the financial resources of our partners, grants and economic conditions for leverage and money savings. The preparation of the CIP, while ultimately approved by the city council is a cooperative effort.

SOURCE OF FUNDING: There will be funding required to update building and street studies that magnitude of which is unknown at this writing.

REQUESTED COUNCIL ACTION: I recommend that the city council start with baby steps. Appoint a two-member city council subcommittee to collaborate with staff representatives (public works, maintenance, fire, administration). The first job of the subcommittee is to prepare a Gantt Chart—a spreadsheet of the basic characteristics of the CIP as well as the steps and timeline needed to accomplish the entire effort. The city council would be asked to approve the chart before any further action is taken. Just to get the discussion started I recommend that Mayor Pilon and City Council member Alders serve on the CIP Subcommittee. But this is a discussion item for the city council.

For Clerk’s Use:

Motion By: _____

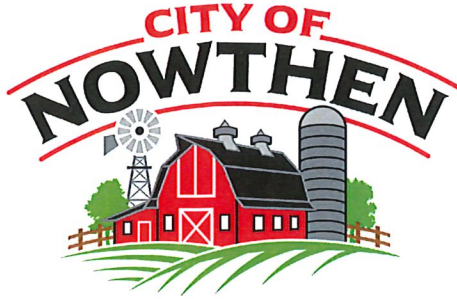
Second By: _____

Vote Record: Aye Nay

_____	_____	Alders
_____	_____	Blake
_____	_____	Greenberg
_____	_____	Pilon
_____	_____	Rainville

SUPPORTED DOCUMENTS ATTACHED

Resolution	Ordinance	Contract	Minutes	Plan Map
Other (specify) _____				



REQUEST FOR COUNCIL ACTION

Agenda Number: 6A	Department: City Council	Requested Council Meeting Date: January 11, 2022	Submitted By: Interim City Administrator
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TITLE OF ISSUE:
UPPER RUM RIVER WATERSHED MANAGEMENT ORGANIZATION (URRWMO) JOINT POWERS AGREEMENT UPDATE

BACKGROUND AND SUPPLEMENTAL INFORMATION:

The geographic boundaries of the City of Nowthen lie within the Upper Rum River surface water drainage area. A Watershed Management Organization as defined by State Statute and composed of six public entities has been formed for 30 years by joint powers agreement. The agreement defines what the WMO is intended to accomplish, how it is organized and funded and how it will address surface water issues like water clarity, flooding, river and lake bank stabilization and erosion.

Council Member Greenberg is the city's representative to the WMO together with former council member Dan Breyen. This week there was a meeting of the WMO. Some revisions to the joint powers agreement were discussed. A copy of the joint powers agreement with proposed revisions is attached. Council member Greenberg will review the proposed revisions with the city council.

SOURCE OF FUNDING: NA

REQUESTED COUNCIL ACTION: Following a review of the proposed joint water agreement modifications the city council could move and second to approve the proposed changes as submitted or with amendments.

For Clerk's Use:

Motion By: _____

Second By: _____

Vote Record:	Aye	Nay					
	_____	_____	Alders				
	_____	_____	Blake				
	_____	_____	Greenberg				
	_____	_____	Pilon				
	_____	_____	Rainville				

SUPPORTED DOCUMENTS ATTACHED

Resolution	Ordinance	Contract	Minutes	Plan Map
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Other (specify) ___ URRWMO Joint Powers Agreement in legislative format _____

Administration Department Use:

	Consent
	Regular

	Refer to: _____
	Tabled Until: _____
	Other: _____



DRAFT

MEMO

To: Jack Davis, East Bethel Administrator
East Bethel City Council
Joe Kohlmann, St. Francis Administator
St. Francis City Council
Loren Wickham, Oak Grove Administrator
Oak Grove City Council
Lori Streich, Nowthen Clerk
Nowthen City Council
Ginger Berg, Bethel Administrator
Bethel City Council
Denise Webster, Ham Lake Administrator
Ham Lake City Council

From: Upper Rum River WMO Board

Date: _____, 2021

Re: URRWMO Joint Powers Agreement

The Upper Rum River Watershed Management Organization (URRWMO) was formed through a joint powers agreement (JPA) of six member communities. Among the duties of the URRWMO is periodically recommending JPA updates to the member communities. Attached is a marked-up version of the JPA with recommended amendments.

The JPA is more than 30 years old. While there have been minor amendments several times, portions of the JPA remain operationally clumsy or out of date. The URRWMO board has reviewed possible updates and selected those which we believe are most important for member cities to consider. Our comments are intended to be a plain language. If those changes have support, we expect the communities' legal counsel would craft language that achieves the desired outcomes.

Review and any action on these recommendations will require leadership from the cities. The URRWMO board believes it is their duty to provide recommendations, but not drive the process. This is the cities' agreement. A staff person from one or more communities is needed to coordinate any amendment process.

In summary, the recommended amendments are:

- a) **Update statutory references.** The JPA quotes state statute in multiple places. Some statutes have changed. Others may in the future. To make the agreement more durable, we recommend replacing these quotes with a reference to the statute number "and future updates."
- b) **Audit frequency.** State statute and rule require an audit every five years for organizations such as the URRWMO that are below certain budgetary thresholds. The JPA requires annual audits. We feel audits every five years are sufficient. Our last audit cost \$1,100. The URRWMO has <20 transactions per year. Financial reports are provided annually to the state and cities.
- c) **Budget ratification process.** The JPA requires unanimous ratification of annual URRWMO budgets. When a community fails to respond the budget cannot be approved. We recommend adding a provision that a city's failure to respond to a budget ratification request within 60 days constitutes approval.
- d) **Definition of "operating expenses" in budgets.** In 2019 the City of Ham Lake brought forward concerns about which expenses are split equally amongst communities (operating expenses). The definition of those "operating expenses" is poorly defined in the JPA. Through discussion, representatives from all communities agreed to a better working definition. Now, we believe it is appropriate to formalize those in the JPA.

Definition of operating expenses with recommended changes shown:

Operating Budget - Total amount to be divided equally between members of the Joint Powers Agreement. Operating costs per the operating budget are defined as copies, postage, recording secretary fees, insurance, and administrative fee charged to each member community. The administrative fee may include fees for general administrative services, annual reporting to the State and member communities, required public notice postings, and required advertisement for bids for secretarial or administrative professional services.

The following process to proceed with our recommendations may be helpful:

1. **City staff review** - URRWMO representatives are happy to review the recommendations in a single meeting with staff from all six communities. Defining who will lead the next steps will be an outcome of this meeting.
2. **Work session by each community's elected officials** to review recommendations and voice their desires.
3. **Attorney team** of legal council from each community drafts JPA amendments. One lead attorney who does most drafting is likely needed. Communities should consider now that there may be upcoming legal expenses.
4. **City council reviews.**
5. **Approvals** by each community.

Any amended JPA must be approved by all six member communities. It's reasonable to think that amending the JPA will take 6+ months.

DRAFT
URRWMO Joint Powers Agreement
Recommended Amendments

This document is the URRWMO Board's recommended edits and reasoning. The agreement is shown in its entirety with mark-ups. Recommendations are provided in general terms, with the expectation that legal counsel would prepare exact wording. Markups on this document are draft amendment recommendations consistent with URRWMO Board on 9/14/2021.
Last update: 9/16/2021

AMENDED
MAY 2010

UPPER RUM RIVER WATERSHED MANAGEMENT ORGANIZATION
JOINT POWERS AGREEMENT

THIS AGREEMENT, made and entered into as of the date of execution by and between the Local Government Units of: City of Bethel, City of East Bethel, City of Ham Lake, City of Nowthen, City of Oak Grove, and City of St. Francis for the establishment of a watershed management organization. The purpose of this Joint Powers Agreement is to establish a Water Management Organization to assist the member local units of government with surface water, ground water, water quality and water usage issues.

WHEREAS, the parties to this Agreement have authority pursuant to Minnesota Statutes, Chapter 471.59 to jointly or cooperatively by agreement exercise any power common to the contracting parties and pursuant to Minnesota Statutes, Sections 103B.201 to 103B.255 have authority to jointly or cooperatively manage or plan for the management of surface water;

WHEREAS the parties to this Agreement desire to prepare a surface water management plan for the purpose of management and implementation of the programs required by Minnesota Statutes, Sections 103B.201 to 103B.255.

NOW, THEREFORE, the parties to this Agreement do mutually agree as follows:

SECTION I
General Purpose

1.1 It is the general purpose of the parties to this Agreement to establish an organization to jointly and cooperatively develop and implement a Watershed Management Plan in accordance with MN Statutes 103B.201 to 103B.253 and MN Rules §410 ~~and an Implementation Program and a Capital Improvement Program for the purposes of (a) protecting, preserving, and using natural surface and groundwater storage and retention systems in the Upper Rum River Watershed; (b) minimizing public capital expenditures needed to correct flooding and water quality problems; (c) identifying and planning for~~

Commented [JS1]: Directly reference the proposes of WMOs in statute rather than in this document.

~~means to effectively protect and improve surface and groundwater quality; (d) establishing more uniform local policies and official controls for surface and ground water management; (e) preventing erosion of soil into surface water systems; (f) promoting groundwater recharge; (g) protecting and enhancing fish and wildlife habitat and water recreational facilities; and (h) securing the other benefits associated with the proper management of surface and groundwater.~~ The plan and programs shall operate within the boundaries of the Upper Rum River Watershed as set forth in Addendum 1 attached hereto (hereinafter "Area").

SECTION II

Upper Rum River Watershed Management Organization

2.1 Establishment: There is hereby established the "Upper Rum River Watershed Management Organization" whose membership shall be appointed in accordance with the provisions of this section and whose duties shall be to carry out the purposes contained herein. The Upper Rum River Watershed Management Organization (hereinafter "Organization") shall be constituted as described in Section 2.2.

2.2 Membership Appointment: Each party to this Agreement shall appoint two (2) representatives to serve as members of the Organization board. Each representative of a dues-paying party shall have one (1) vote. Representatives to the Organization board shall be evidenced by a resolution or certified copy of official meeting minutes of the governing body of each party and filed with the Organization.

2.3 Alternate Members: One alternate member of the Organization board may be appointed by appropriate resolution or certified copy of official meeting minutes of the governing body of each party to this Agreement, filed with the Organization. The alternate member may attend any meeting of the Organization board when a regular member representing that party is absent and vote on behalf of the party the member represents. If an Organization board member is also an officer of the Organization, the alternate member shall not be entitled to serve as such officer.

2.4 Term: The members of the Organization board shall be filled by the governing body of the party whose membership position on the board is vacant. Removal of a board member or alternate board member shall be at the sole discretion of the appointing authority. The term of appointment is at the sole discretion of the appointing authority.

2.5 Vacancies: The Organization shall notify the Board of Water and Soil Resources of member appointments and vacancies in member positions within 30 days. A vacancy on the Organization board shall be filled by 90 days after the vacancy occurs by the governing body of the party whose membership position on the board is vacant.

Vacancies resulting from expiration of members' terms and other reasons shall be filled in accordance with MN Statute 103B.227 subd 1 and 2 or as subsequently amended. ~~only after published notice of the vacancy once a week for two (2) successive weeks in a newspaper of general circulation in the watershed management organization area; the notices must state~~

Commented [JS2]: Add direct reference to the notice publication requirements in MN Stat. 103B.227 subd 1 and 2 or as subsequently amended.

~~that the party is considering applications for appointment of a member to the Organization board and that persons interested in being appointed to serve on the board may submit their names to the appointing authority for consideration. A vacancy shall not be filled until at least 15 days have elapsed after the last published notice.~~

2.6 Additional Parties – Membership: The Organization, with the ratification of the governing bodies of all voting members of the Organization, may invite other local government units within the Upper Rum River Watershed to also become parties to this Agreement. The governing body of any such additional party shall appoint a member to the Organization who shall have voting rights in accordance with the provisions of Section 2.2 and in all respects thenceforth enjoy the full rights, duties, and obligations of this Agreement.

2.7 Compensation and Expenses: The Organization members shall not be entitled to compensation or reimbursement for expenses incurred in attending meetings, except to the extent that the governing body of a party may determine to compensate or reimburse the expenses of the member(s) it appoints, in which case the obligation to make such payments shall be that of the party and not that of the Organization.

2.8 Officers: The Organization board shall elect from its membership a chair, a vice-chair, a secretary. All such officers shall hold office for a term of one (1) year and until their successors have been qualified and duly elected by the board. An officer may serve only while a member of the Organization. A vacancy in an office shall be filled from the membership of the board by election for the remainder of the unexpired term of such office.

2.9 Duties of Officers: The duties of the officers of the Organization shall be as outlined in Robert's Rules of Order Newly Revised 10th Edition.

2.10 Quorum: Voting members of the Organization board representing a majority of the parties to this Agreement shall constitute a quorum. Less than a quorum may adjourn a scheduled meeting.

2.11 Meetings:

- A. Annual Meeting. The annual meeting of the Organization board will be held in May of each year at Oak Grove City Hall. At the annual meeting the board, at a minimum, shall:
 - 1. Elect officers;
 - 2. Establish the annual budget and work plan;
 - 3. Hear recommendations on amendments to this agreement and the watershed management plan;
 - 4. Biennially renew or decide on contracts for professional, legal, and administrative services; and
 - 5. Decide on regular meeting dates.
- B. Meeting Notices. Notice of all regular and special meetings shall be provided with a minimum of 72 hours advance notice of the meeting to all parties of this

agreement. Such meeting notice shall be posted on the official notification board for each party to this Agreement.

- C. Special meetings may be held at the call of the chair or by any three (3) members of the board giving not less than 72 hours written notice of the time, place and purpose of such meeting delivered, mailed or e-mailed to the residence of each Organization member and delivered, mailed or e-mailed to the City Hall of each party to this Agreement.
- D. All meetings of the board are subject to Minnesota Statutes and the notice provisions contained therein. Posted notice, when required, shall be given separately by each party to this Agreement.

2.12 Conduct of Meetings: The Organization board shall adopt rules of order and procedure for the conduct of its meetings in accordance with Robert's Rules of Order Newly Revised 10th Edition; the board may adopt any such rules as a majority the parties to this Agreement shall agree. Decisions by the board may not require more than a majority vote, except a decision on a capital improvement project may require no more than a two-thirds vote. All meetings of the board are subject to Minn. Stat. 13D (Minnesota Open Meeting Law).

2.13 Organization Office: The office of the Organization shall be the Oak Grove City Hall, 19900 Nightingale Street NW, Cedar, Minnesota 55011. All notices to the Organization shall be delivered or served at said office.

SECTION III Organization Powers and Duties

3.1 Authority: Upon execution of the Agreement by the parties, the Organization shall have authority provided for in Minnesota Statutes, Chapter 103B.211-201 through 103B.255-253 that provides for, in part:

- A. The authority to prepare, adopt, and implement a plan for the Upper Rum River Watershed meeting the requirements of Minnesota Statutes, Section 103B.231.
- B. The authority to review and approve local water management plans as provided in Minnesota Statutes, Section 103B.235C. This is subject to amendment by the legislature.

3.2 Watershed Management Plan: The Organization shall prepare a Watershed Management Plan for the Upper Rum River Watershed. The plan shall be in compliance with Minnesota Statutes, Chapter 103B.231, Subd. 4 and 6 and MN Rules 8410 as from time to time amended. ~~The Chapter describes plan contents to include but not limited to the following:~~

~~A. Describe the existing physical environment, land use and development in the Upper Rum River Watershed, and shall further describe the environment, land use and development proposed in existing local and metropolitan comprehensive plans;~~

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~~B. Present information on the hydrologic system in the Upper Rum River Watershed and its components, including any drainage systems previously constructed under Minnesota Statutes, Chapter 103E, and existing and potential problems relating thereof;~~

~~C. State objectives and policies, including management principles, alternatives and modifications, water quality, and protection of natural characteristics;~~

~~D. Set forth a management plan, including the hydrologic and water quality conditions that will be sought and significant opportunities for improvement;~~

~~E. Describe the effect of the Watershed Management Plan on existing drainage systems;~~

~~F. Describe conflicts between the Watershed Management Plan and existing plans of local government units;~~

~~G. Set forth an Implementation Program consistent with the Watershed Management Plan, which includes a Capital Improvement Program and standards and schedules for amending the comprehensive plans and official controls of local government units in the watershed to bring about conformance with the Watershed Management Plan; and~~

~~H. Set out a procedure for amending the Watershed Management Plan.~~

~~The plan shall be amended as required from time to time.~~

3.3 Employment: The Organization may contract for services, may contract services from parties to this Agreement, or may employ such other persons as it deems necessary. Where staff services of a party are utilized, such services shall not reduce the financial commitment of such party to the operating fund of the Organization unless the Organization so authorizes.

Commented [JS3]: Delete to avoid any conflict with future law changes. Replace A-H below with a reference to state statute.

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3.4 Committees: The Organization may appoint such committees and sub-committees as it deems necessary. The Organization shall establish citizen and technical advisory committees unless other means of public participation are established. See Addendum 2 attached.

3.5 Rules and Regulations: The Organization may prescribe and promulgate such rules and regulations as it deems necessary or expedient to carry out its powers and duties and the purpose of the Agreement.

3.6 Review and Recommendations: Review and Recommendations: Where the Organization is authorized or requested to review and make recommendations on any matter relating to the Watershed Management Plan, the Organization shall act on such matter within 60 days of receipt of the matter referred. Failure of the Organization to act within 60 days shall constitute approval of the matter referred, unless the Organization requests and receives from the referring unit of government an extension of time to act on the matter referred. Such extension shall be in writing and acknowledged by both parties.

The Board shall adopt an appeal procedure for any party aggrieved by a decision of the Board or an alleged failure to implement the Plan pursuant to Minnesota Statutes, Chapter 103B.231, Subd. 13.

3.7 Ratification: The Organization may, and where required by this Agreement shall, refer matters to the governing bodies of the parties for review, comment or action.

3.8 Financial Matters:

Commented [JS4]: Edits to this section include some new text, as developed by the SRWMO, and significant reorganization for clarity.

Subdivision 1 - Method of Operation: The Organization may collect and receive money and contract for services subject to the provision of the Agreement from the parties and from any other sources approved by the Organization. The Organization may incur expenses and make disbursements necessary and incidental to the effectuation of the purposes of this Agreement. Funds may be expended by the Organization in accordance with procedures established herein. Upon Board approval, invoices shall be initialed by the chair or vice-chair for payment by the Organization office. Other legal instruments shall be executed on behalf of the Organization by the chair, vice-chair or an appointed Board member.

Subdivision 2 - Operating Funds : On or before June 1 of each year, Organization shall prepare a work plan and an operating budget for the following year. The annual budget shall budget provide details to support the proposed revenues and expenditures for the Organization. This detail shall be sufficient to meet standard budget and/or accounting principles generally recognized for governmental organizations. Expenditures may include administrative expenses, plan development costs, review expenses, capital improvement costs, Management Programs, Management Studies costs in Section 3.12, and insurance costs as authorized in Section 3.14. Upon the approval of the majority of voting members of the Organization, the budget shall be recommended to the parties for ratification along with a statement showing each party's proposed share of the budget. The budget shall be implemented only after ratification by each party to this Agreement. Failure to ratify by any party or pay its share of the budget by any party to this Agreement shall be subject to the procedures in Section 3.6 within 60 days of receipt constitutes approval.

Each party shall contribute funds toward the budget according to the following methods:

Work Plan Costs – $((PA / WA) + (PV / WV)) / 2$ = the party's percentage share of the organization's operating budget.

PA = Party's area within the watershed organization area

WA = watershed organization area

PV = party's market valuation within the watershed organization area

WV = market valuation of the watershed organization area

Operating Costs – Total amount to be divided equally between each community member of the Joint Powers Agreement. Operating costs per the operating budget are defined as copies, postage, recording secretary fees, insurance, and administrative fee charged to each member community. The administrative fee may include fees for general administrative services, annual reporting to the State and member communities, required public notice postings, and required advertisement for bids for secretarial or administrative professional services.

After ratification the chair or vice-chair shall certify the recommended budget to each party on or before June 1 of each year together with a statement showing the amounts due from each party. Each party shall pay over to the Organization the amount owing in two equal installments, the first on or before January 1 and second on or before July 1 in accordance with the tax year for which the amount due is being paid.

Subdivision 3 - Review Services: When the Organization is authorized or requested to undertake a review and submit recommendations to a party as provided in this Agreement, the Organization shall conduct such review, without charge, except as provided below. Where the project size and complexity of review are deemed by the Organization to be extraordinary and substantial, the Organization may charge a fee for such review services, the amount to be based upon direct and indirect costs attributable to that portion of review services determined by the Organization to be extraordinary and substantial. Where the Organization determines that a fee will be charged for extraordinary and substantial review services, or where the flowage enters the Upper Rum River, but the party is not a member of the Upper Rum River Watershed Management Organization, the party to be charged shall receive written notice from the Organization of the services to be performed and the fee therefore, prior to undertaking such review services. Unless the party to be charged objects within 15 days of receipt of such written notice to the amount of the fee to be charged, such review services shall be performed and the party shall be responsible for the cost thereof. If the party to be charged objects to the proposed fee for such services within 15 days, and the party and the Organization are unable to agree on a reasonable alternative amount for review services, such extraordinary and substantial review services shall not be undertaken by the Organization.

3.9 Annual Audits: The Organization shall ~~annually~~ prepare a comprehensive financial report on operations and activities at the frequency required by state statute or rule for the fiscal year defined as January 1 through December 31. An annual audit shall be provided that includes a full and complete audit of all books and accounts the Organization office is charged with maintaining. Such audits shall be conducted in accordance with generally accepted auditing principles and guidelines. A copy of the annual financial report and auditor's statement shall be provided to all parties and to the Board of Water and Soil Resources. The report to the Board of Water and Soil Resources shall include an annual activity report. All of its books, reports, and records shall be available for and open to examination by any party at all reasonable times.

3.10 Gifts, Grants, Loans: The Organization may, within the scope of this Agreement, accept gifts; may apply for and use grants of money or other property from the United States, the State of Minnesota, a local government unit or other governmental unit or organization or any person or entity for the purpose described herein. The Organization may enter into any reasonable agreement required in connection therewith. The Organization shall comply with any laws or regulations applicable to grants, donations and agreements. The Organization may hold, use, and dispose of such money or property in accordance with the terms of the gift, grant, or agreement relating thereto.

3.11 Contracts: The Organization may make such contracts and enter into any such agreements as it deems necessary to make effective any power granted to it by this Agreement. Every contract for the purchase or sale of merchandise, materials, or equipment by the Organization shall be let in accordance with the Uniform Municipal Contracting Law, Minnesota Statutes, Section 471.345 and the Joint Exercise of Powers Statute, Minnesota Statutes, Section 471.59. No member or employee of the Organization or officer or employee

of any of the parties shall have direct or indirect interest in any contract made by the Organization.

3.12 Works of Improvement: Works of improvement for protection and management of the natural resources of the Area, including, but not limited to, improvements to property, land acquisition, easements, or right-of-way, may be initiated by:

A. Inclusion in the URRWMO Watershed Management Plan:

AC. Recommendation of the Organization to a party or parties; or

DB. Petition to the Organization by the governing body of a party or parties.

Where works of improvement are recommended by the Organization, the Organization shall first determine whether such improvement will result in a local or regional benefit to the Area. Where the Organization determines that the benefits from the improvement will be local or not realized beyond the boundaries of the party in which the improvement is to be established, the Organization shall recommend such improvement to the governing body of the unit of government which the Organization determines will be benefited thereby, with the total estimated cost of the improvement and a description of the benefits to be realized beyond the boundaries of the party in which the improvement is to be established, the Organization shall recommend such improvement to each governing body of the units of government which the Organization determines will be benefited thereby. The recommendation of the Organization shall include the total estimated cost of the improvement, a description of the extent of the benefits to be realized by each unit of government and the portion of the cost to be borne by each party benefited in accordance with the extent of the benefit of each unit of government as described by the Organization.

Each party to whom the Organization submits such recommendation shall respond within 60 days from receipt of such recommendation. Where the Organization determines that the benefits of such improvement will be local, the unit of government to whom such recommendation is made may decline to ratify and undertake said improvement. Where the Organization determines that the benefits of such improvement will be regional, unless all parties to whom such recommendation is directed decline to ratify and undertake said improvement, the Organization shall continue to review and recommend alternative methods of cooperation and implementation among those parties ratifying the recommendation of the Organization, unless and until the Organization determines that said improvement is no longer feasible.

When works of improvement are initiated by the governing body of a party or parties to this Agreement, said governing body or bodies shall submit a petition to the Organization setting forth a description of the proposed work of improvement, the benefits to be realized by said improvement, its total estimated cost and a proposed cooperative method for implementation of the improvement, if applicable. The Organization shall review and make recommendations

on the proposed improvement and its compliance with the Organization's management plan ~~in accordance with the provisions of Section 3.5 of this Agreement.~~

Commented [J55]: Section 3.5 is an erroneous reference. That section is not germane to this topic. Delete reference.

~~When a proposed improvement may be eligible for federal or state grant funds as a cost share project, the Organization may apply. Any local matching funds committed must be in an approved Organization budget, in the Organization's Watershed Management Plan, or secured by a written commitment from other sources. the Organization may undertake a proposed work of improvement for the area, subject to Organization recommendation to and ratification by the parties to this Agreement, as required for an improvement of regional benefit.~~

Commented [J56]: Recommend removing the requirement for the WMO to get all communities' approval to pursue a grant. Most grant application timelines are too short (~2mo) to allow this process. Every grant the URRWMO has ever pursued has been for a project in the watershed plan.

The Organization is further authorized to undertake experimental improvement projects within the Area to serve as a basis for evaluation of other improvements by the parties. When the Organization determines to undertake an experimental improvement project, the costs of such project shall be the obligation of the Organization and not of the parties to this Agreement.

3.13 Claims: The Organization or its agents may enter upon lands within or without the Upper Rum River Watershed to make surveys and investigations to accomplish the purpose of the Organization. The Organization shall be liable for actual damages resulting there from, but every person who claims damages shall serve the Chairperson or Secretary of the Organization with a notice of claim as required by Minnesota Statutes, Section 466.05. The Organization shall obtain court orders authorizing and directing such entries when necessary due to refusals of landowners to allow the same.

3.14 Indemnification and Insurance: Any and all claims that arise or may arise against the Organization, its agents or employees as a consequence of any act or omission on the part of the Organization or its agents or employees while engaged in the performance of this Agreement shall in no way be the obligation or responsibility of the parties. The Organization shall indemnify, hold harmless and defend the parties, their officers and employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney's fees which the parties, their officers, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the Organization, its agents or employees in the execution, performance, or failure to adequately perform the Organization's obligations and understandings pursuant to the Agreement.

The Organization agrees that in order to protect itself as well as the parties under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force the following protection in the limits specified:

- A. Commercial General Liability / Professional Liability (\$500,000 per individual; \$1,500,000 per incident) including the following endorsements:
- B. Automobile Coverage (\$0)
- C. Worker's Compensation Coverage (statutory minimum)

The minimum liability limits shall be increased to the statutory limits provided for member local units of government in Minnesota Statutes.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed or not renewed without 30 days prior notice thereof to each of the parties.

Prior to the effective date of this Agreement, and as a condition precedent to this Agreement, the Organization will furnish the parties with certificates of insurance listing the Organization as a certificate holder.

3.15 Advisory Committees

The Organization shall establish citizen and technical advisory committees and other means of public participation.

Commented [JS7]: Copied from current addendum 2. It more properly belongs in the agreement main body.

Regular, recurring public participation opportunities shall include:

- Open mike at each Organization meeting,
- Contact information posted on the Organization website, such that the public may contact an Organization representative outside of public meetings.

Citizen and/or technical advisory committees will be formed from time-to-time as deemed appropriate by the Organization and shall be issue-specific. Committees may be formed that include both citizens and technical experts. Committees shall operate by seeking consensus, while noting any dissenting opinions. Committee findings shall be reduced to writing and submitted to the Organization Board. In all cases, committees shall be advisory and their findings shall be referred to the Organization Board for final decision-making.

Issues that may warrant formation of advisory committees include:

- Amendments or updates to the Organization's watershed Management Plan
- Lake level or water quality issues,
- A total maximum daily load (TMDL) impaired waters study or implementation of the study,
- Capital improvement projects,
- Major hydrological changes in the watershed,
- Others as deemed appropriate by the Organization Board.

Technical advisory committees shall include technical experts, and invited members may include:

- Staff and/or elected officials from affected communities,
- MN Department of Natural Resources,
- MN Pollution Control Agency,
- MN Board of Water and Soil Resources,
- Metropolitan Council,
- Anoka Conservation District,
- Others, as deemed appropriate by the Organization Board.

Citizen advisory committees shall include residents and elected officials from the affected area, and invited members may include:

- Homeowners,
- Business owners
- Lake association or lake improvement district representatives,
- Others, as deemed appropriate by the Organization Board.

All advisory committees shall include at least one URRWMO Board member.

3.15—16 General: The Organization may take all such other actions as are reasonably necessary and convenient to carry out the purpose of this Agreement.

SECTION IV Mediation

4.1 The parties agree that any controversy that cannot be resolved shall be submitted for mediation. Mediation shall be conducted by a mutually agreeable process by all parties.

SECTION V Termination of Agreement

5.1 This Agreement may be terminated by approval of two-thirds vote of the governing bodies of each party hereto, provided that all such approvals occur within a 90-day period. Withdrawal of any party may be accomplished by filing written notice with the Organization and the other parties 60 days prior to the effective date of termination. No party may withdraw from this Agreement until the withdrawing party has met its full financial obligations through the effective date of such withdrawal.

SECTION VI Dissolution of Organization

6.1 The Organization shall be dissolved under any of the following conditions:

- A. Upon termination of this Agreement;
- B. Upon unanimous agreement of all parties; or
- C. Upon the membership of the Organization being reduced to fewer than three (3) parties.

At least 90 days notice of the intent to dissolve shall be given to affected counties and the Board of Water and Soil Resources. Upon dissolution, all personal property of the Organization shall be sold, and the proceeds thereof, together with monies on hand after

payment of all obligations, shall be distributed to the parties. Such distribution of Organization assets shall be made in proportion to the total contributions to the Organization for such costs made by each party. All payments due and owing for operating costs under Section 3.8,B or other unfilled financial obligations, shall continue to be the lawful obligation of the parties.

SECTION VII
Amendment

7.1 The Organization may recommend changes and amendments to this Agreement to the governing bodies of the parties. Amendments shall be adopted by a two-thirds majority vote of the governing bodies of the parties as evidenced by meeting minutes of the governing body, within 90 days of referral. Amendments shall be evidenced by appropriate resolutions or certified copies of meeting minutes of the governing bodies of each party filed with the Organization and shall, if no effective date is contained in the amendment, become effective as of the date all such filings have been completed.

SECTION VIII
Counterparts

8.1 This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all of the parties hereto. Each party to the agreement shall receive a fully executed copy of the entire document following adoption by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _____, 2010.

CITY OF BETHEL

By: _____
Mayor

By: _____
City Administrator / City Clerk

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _____, 2010.

CITY OF EAST BETHEL

By: _____
Mayor

By: _____
City Administrator / City Clerk

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _____, 2010.

CITY OF HAM LAKE

By: _____
Mayor

By: _____
City Administrator / City Clerk

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _____, 2010.

CITY OF NOWTHEN

By: _____
Mayor

By: _____
City Administrator / City Clerk

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _____, 2010.

CITY OF OAK GROVE

By: _____
Mayor

By: _____
City Administrator / City Clerk

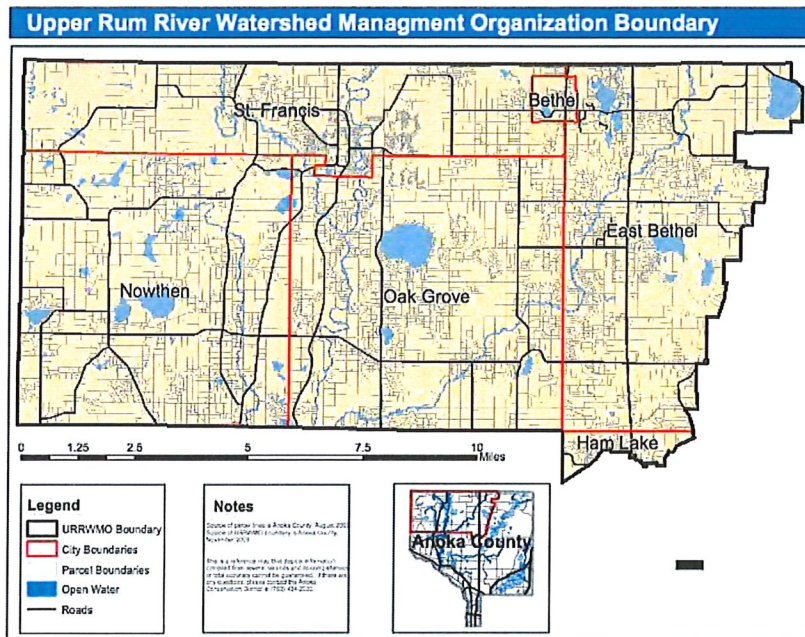
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _____, 2010.

CITY OF ST. FRANCIS

By: _____
Mayor

By: _____
City Administrator / City Clerk

Addendum 1



Addendum 2

The Organization shall establish citizen and technical advisory committees and other means of public participation.

Regular, recurring public participation opportunities shall include:

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