



**REGULAR CITY COUNCIL MEETING
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS
MARCH 28, 2023
7:00 PM**

INTRODUCTORY PROCEEDINGS

Call to order

Pledge of Allegiance

Open forum

Call into the open forum by dialing 1-415-655-0001 Use webinar access code: 2452 449 0608 and password: 1234.

Please refer to the Council Agenda & Minutes web page for additional ways to submit comments.

Approval of the Minutes of the (1) Joint City Council and HRA Work Session of March 6, 2023; (2) and City Council Regular Meeting of March 14, 2023.

PRESENTATIONS

1. Proclamation Celebrating Ruthann Clay

AGENDA APPROVAL

2. Approval of the Agenda
3. **Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.**
 - A. Consider approval of a release of claims agreement with Kimley-Horn and Associates, Inc., and accept reimbursement in the amount of \$18,551.01 for construction costs incurred by the City due to a mistake on the 65th St Reconstruction Project construction plans.
Staff Report No. 36
 - B. Consider the approval of two utility occupancy license agreements with Soo Line Railroad Company at the railroad crossing at 65th St and Pleasant Ave as part of the 65th Street Reconstruction Project.
Staff Report No. 39
4. Consideration of items, if any, removed from Consent Calendar

PROPOSED ORDINANCES

5. The second reading of an ordinance amendment to eliminate the minimum lot size requirement for a Planned Unit Development.

Staff Report No. 37

RESOLUTIONS

6. Consider the approval of a Resolution allowing staff to execute all necessary documents to opt-in to the new opioid settlements involving Teva, Allergan, CVS, Walgreens and Walmart.

Staff Report No. 38

CITY MANAGER'S REPORT

7. City Manager's Report

CLAIMS AND PAYROLLS

8. Claims and Payroll

COUNCIL DISCUSSION

9. Hats Off to Hometown Hits
10. Adjournment

Auxiliary aids for individuals with disabilities are available upon request. Requests must be made at least 96 hours in advance to the City Clerk at 612-861-9739.



CITY COUNCIL, HOUSING AND REDEVELOPMENT AUTHORITY MEETING MINUTES

Richfield, Minnesota

City Council, Housing and Redevelopment Authority Work Session

March 6, 2023

CALL TO ORDER

Mayor Supple called the work session to order at 6:00 p.m. in the Bartholomew Room.

Council Members Present: Mary Supple, Mayor; Simon Trautmann; Ben Whalen; Sue Christensen and Sean Hayford Oleary

Council Members Absent: None

HRA Members Present: Mary Supple; Gordon Hanson; Lee Ohnesorge and Sean Hayford Oleary

HRA Members Absent: Erin Vrieze Daniels

Staff Present: Katie Rodriguez, City Manager; Melissa Poehlman, Executive Director; Julie Urban, Assistant Community Development Director.

Others Present: Julie Eddington, HRA Attorney; Rebecca Kurtz and Jeanne Vogt, Ehlers/HRA financial consultants; Tracy Smith, Best Buy; Dan Lopez, Best Buy; Bill Griffith, Larkin Hoffman

ITEM #1

DISCUSS BEST BUY'S REQUEST TO TERMINATE THE MINIMUM ASSESSMENT AGREEMENT BETWEEN THE CITY OF RICHFIELD AND BEST BUY.

Housing and Redevelopment Authority (HRA) Executive Director Melissa Poehlman explained that the purpose of the work session was to discuss a request from Best Buy Corporation to terminate the Minimum Assessment Agreement between the City and Best Buy. Director Poehlman introduced Tracy Smith, Senior Director and Tax Counsel from Best Buy Corporation who provided information on the development of the corporate campus, the taxes paid, and Best Buy's support of the community. Counsel Smith described the changing office market and explained that Best Buy is asking for a termination of the Minimum Assessment Agreement (MAA) once the bonds are paid in February of 2024.

Rebecca Kurtz, HRA financial consultant, presented background information on the Interchange West/Lyndale Gateway Tax Increment Financing (TIF) District, its obligations and collections to-date, the HRA's use of pooled increment, and the purpose of the Minimum Assessment Agreement. She reviewed the financial impact terminating the MAA early could have on the HRA and Best Buy, based on four potential scenarios. She reminded policymakers that ultimately, the assessed value is determined by Hennepin County, so she is only able to share estimates.

Executive Director Poehlman concluded the presentation, explaining the impacts the corporate campus development has had on the community, where staff and Best Buy have come to agreement, and confirming that discussions continue on several items.

In response to a question from Councilmember Ben Whalen, Counsel Smith confirmed that Best Buy agrees that the Richfield HRA should not be harmed by this request and is working with staff to address the financial impact early termination of the MAA would have on the HRA.

Council member Whalen asked how the money saved from lower property taxes would be used. Bill Griffith, Larkin Hoffman, confirmed that it was to make the campus competitive, so it would be attractive to tenants in this difficult market.

Council member Trautmann stated that he'd like to see the campus interact more with the community and that it is important that the solution not be at the expense of affordable housing needs.

In response to a question from Council member Hayford O'Leary, Executive Director Poehlman discussed the remaining issues yet to be resolved. Counsel Smith reviewed the tight timeline for needing an answer to make the County's assessment schedule, and the need to take advantage of tenants seeking space now.

In response to questions from Council members Hayford O'Leary and Trautmann, Executive Director Poehlman confirmed that the amount of money in dispute is larger than just the amount of money yet to be collected for the HRA's programs, but that if that amount is agreed to, staff would be comfortable recommending the MAA be terminated early.

HRA Commissioner Hansen questioned whether the County and school district would need to agree to the plan. HRA Attorney Julie Eddington explained that while a termination would require that approval, Best Buy counsel believes that a modification would not. Executive Director Poehlman clarified that the TIF District and the base value on which County and school district tax collections are based will remain in effect and just the MAA will be affected.

Council member Trautmann and Mayor Supple both stated that they will want to see that all issues are resolved in an agreement regarding the MAA.

In response to a question from Mayor Supple, Counsel Smith stated that their objectives are to pay an accurate amount of property taxes based on the fair market value and to be able to competitively market the building to tenants. She confirmed that half the office space is currently being used by Best Buy.

Executive Director Poehlman concluded the work session by summarizing that she heard policymakers state that they are open to finding a solution as long as all of the outstanding issues are addressed and the community isn't subsidizing Best Buy. She forecast that the item is tentatively scheduled for the March 20 HRA agenda, but several items would need to be worked out before that meeting.

ADJOURNMENT

Mayor Supple adjourned the work session at 7:03 p.m.

Date Approved: March 28, 2023

Mary B. Supple
Mayor

Julie Urban
Assistant Community Development Director

Katie Rodriguez
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Regular Council Meeting

March 14, 2023

CALL TO ORDER

The meeting was called to order by Mayor Supple at 7:00 p.m. in the Council Chambers.

Council Members Present: Mary Supple, Mayor; Sharon Christensen; Simon Trautmann; and Sean Hayford O'Leary

Council Members Absent: Ben Whalen

Staff Present: Katie Rodriguez, City Manager; Mary Tietjen, City Attorney; Melissa Poehlman, Community Development Director; Julie Urban, Assistant Community Development Director; Jennifer Anderson, Support Services Manager; Chris Swanson, Management Analyst; and Dustin Leslie, City Clerk

PLEDGE OF ALLEGIANCE

Mayor Supple led the Pledge of Allegiance.

Mayor Supple welcomed the new City Clerk Dustin Leslie. Clerk Leslie summarized his past professional experience.

OPEN FORUM

Mayor Supple reviewed the options to participate:

- Participate live by calling 1-415-655-0001 during the open forum portion.
- Call prior to meeting 612-861-9711
- Email prior to meeting kwynn@richfieldmn.gov

Larry Ernster gave a presentation on his views of the Best Buy TIF work session, he spoke broadly on questions he had from the work session. He expressed his concerns around what would happen to the city's tax base if the commercial properties are assessed downward.

Mary Best, 6727 Elliott, continued the Best Buy TIF work session. She presented questions for the Council which she requested be addressed at the next Council meeting as well as in writing.

Kathleen Balaban, 6526 Stevens Avenue South, requested the videos and documents of all of the City meetings be put online as well as the contact information for all Commissioners. She requested the City provide every Chairperson from the Commissions access to the residents through a City email

address. She requested Council not approve the zoning change without adequate information. She asked the Council to review the CDD responsibilities involvement in multiple commissions.

APPROVAL OF MINUTES

M/Hayford Oleary, S/Trautmann to approve the minutes of the: (1) City Council Work Session of February 28, 2023; (2) Regular City Council Meeting of February 28, 2023.

Motion carried: 4-0

ITEM #1	APPROVAL OF THE AGENDA
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M/Trautmann, S/Hayford Oleary to approve the agenda.

Motion carried: 4-0

ITEM #2	CONSENT CALENDAR
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City Manager Rodriguez presented the consent calendar.

- A. Consider a first reading of an ordinance amendment to eliminate the minimum lot size requirement for a Planned Unit Development (Staff Report No. 34)

BILL NO. 2023-_____

AN ORDINANCE AMENDING THE RICHFIELD ZONING CODE REGULATIONS TO ELIMINATE THE MINIMUM LOT SIZE REQUIREMENT FOR A PLANNED UNIT DEVELOPMENT

- B. Consider the approval of a Centers for Disease Control and Prevention (CDC) Infrastructure Grant (Staff Report No. 33)

M/Hayford Oleary, S/Trautmann to approve the consent calendar.

Motion carried: 4-0

ITEM #3	CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM CONSENT CALENDAR
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None.

ITEM #4	RESOLUTION - CONSIDER AWARDDING AMERICAN RESCUE PLAN ACT FUNDING GRANTS TO NON-PROFIT ORGANIZATIONS THAT ARE PROVIDNG SERVICES AND ACTIVITIES THAT AID IN THE RECOVERY OF RICHFIELD COMMUNITY MEMBERS NEGATIVELY IMPACTED BY COVID-19 PANDEMIC (STAFF REPORT NO. 35)
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Council Member Christensen presented Staff Report 35.

M/Christensen, S/Trautmann to adopt the Resolution Approving An Allocation of American Rescue Plan Act Funding to Non-Profit Organizations

RESOLUTION NO. 12078

RESOLUTION APPROVING AN ALLOCATION OF AMERICAN RESCUE PLAN ACT FUNDING TO NON-PROFIT ORGANIZATIONS

Mayor Supple thanked the committee and the organizations.

Motion carried: 4-0

ITEM #5	CITY MANAGER'S REPORT
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None.

ITEM #6	CLAIMS AND PAYROLL
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M/Trautmann, S/Hayford Oleary that the following claims and payrolls be approved:

<u>U.S. BANK</u>	<u>03/14/2023</u>
A/P Checks: 313076 – 313354	\$2,068,757.07
Payroll: 176918 – 177236	<u>\$800,414.05</u>
TOTAL	\$2,869,171.12

Motion carried: 4-0

ITEM #7	HATS OFF TO HOMETOWN HITS
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Council Member Trautmann gave Hats Off to the Human Rights Commission, Chris Swanson, and Walter Burk for their efforts in getting a legal kiosk. He indicated this week there was a second legal clinic held and a second one would be added later this year.

Council Member Hayford Oleary stated he had no items.

Council Member Christensen gave Hats Off to the small businesses in the community, particularly Lock Smith for You who assisted her family with an issue.

Mayor Supple noted there are still some Commission openings and applications run through March 17. She gave Hats off to Hometown Hits to the elementary students that participated in the Winter Walk to School. She stated she had participated in the League of Minnesota Cities Lobby Day this past week at the Capital and she thanked Legislator Howard and Senator Wiklund. She gave Hats Off to Director Markle who testified this morning in the Tax Committee.

ITEM #8	ADJOURNMENT
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The meeting was adjourned by unanimous consent at 7:29 p.m.

Date Approved: March 28, 2023

Mary B. Supple
Mayor

Kelly Wynn
Administrative Assistant

Katie Rodriguez
City Manager



Proclamation of the City of Richfield

WHEREAS, Ruthann Clay cares deeply about the people, culture, and history of Richfield; and

WHEREAS, Ruthann has been a longtime member of the Richfield community, including graduating from Richfield High School in 1962; and

WHEREAS, Ruthann began her time volunteering with the Richfield Historical Society in 1979, when her father, George Duffy, the Richfield Historical Society President at the time, asked her to chair their annual Ice Cream Social; and

WHEREAS, that first event sparked an interest and curiosity that would drive her involvement with the Richfield Historical Society for decades, including being on the historical society's board; and

WHEREAS, Ruthann has been and will continue to be a tireless advocate for the historical amenities of Richfield, including the "B" house as she calls the Bartholomew House; and

WHEREAS, Ruthann has been involved in numerous other community groups in Richfield and beyond; the other groups include Richfield Visions, the Boy Scouts, Parent Teacher Associations, House of Prayer Lutheran Church, Richfield Amateur Radio Club, Minnesota Valley Hammers, and the American Cancer Society; and

WHEREAS, outside her volunteering work in the community, Ruthann cares deeply for her friends and family, including her husband Richard, their two sons, Jon and Don, her daughter-in-law Sandy, and 3 grandchildren; and

WHEREAS, the Richfield community celebrates Ruthann as she brings pride to our city and community.

NOW, THEREFORE, I, MARY SUPPLE, Mayor of the City of Richfield, do proclaim that the City of Richfield, Minnesota and its citizens that Ruthann Clay is hereby extended our support as she has brought pride to our city and community.

PROCLAIMED this 28th day of March 2023.

Mary B. Supple, Mayor



STAFF REPORT NO. 36
CITY COUNCIL MEETING
3/28/2023

REPORT PREPARED BY: Olivia Wycklendt, Civil Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
3/13/2023

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
3/22/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider approval of a release of claims agreement with Kimley-Horn and Associates, Inc., and accept reimbursement in the amount of \$18,551.01 for construction costs incurred by the City due to a mistake on the 65th St Reconstruction Project construction plans.

EXECUTIVE SUMMARY:

- The City's 65th St Reconstruction Project included installing new storm sewer manholes and pipe between Pillsbury Ave and Nicollet Ave for the first phase of the project in 2022.
- Kimley-Horn and Associates, Inc. (Kimley-Horn) created the plan set for the 65th St Reconstruction Project, and collected the survey points necessary to design the reconstructed utilities within the project corridor.
- Storm sewer pipe is installed from its outfall (lowest point) to its highest point. Four storm sewer manholes and 1,186 linear feet of pipe were installed prior to the realization that the invert elevations in the plans were incorrect.
- Kimley-Horn acknowledged this error and the four storm sewer manholes and 1,186 linear feet of pipe were readjusted by Eureka Construction (Contractor) to allow for appropriate flow within the pipe.
- Kimley-Horn has agreed to reimburse the City the cost for the additional work required to specifically correct the error resulting from the incorrect invert elevations in the plans.
- The finalized reimbursement amount is \$18,551.01 and the cost breakdown is included with this staff report.
- The release of claims agreement formalizes the reimbursement and releases Kimley-Horn from any further claims specifically related to this mistake in the construction plans.

RECOMMENDED ACTION:

By Motion: Approve the release of claims agreement with Kimley-Horn and Associates, Inc., and accept reimbursement in the amount of \$18,551.01 for construction costs incurred by the City due to a mistake on the 65th St Reconstruction Project construction plans.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

See executive summary.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- The 65th St Reconstruction Project is identified in the City's Capital Improvement Program and Five-Year Street Reconstruction Plan.
- Approval of this reimbursement agreement is consistent with City Council Strategic Priority/Outcome 3a (City infrastructure supports the needs of the community).

C. CRITICAL TIMING ISSUES:

- The Contractor installed the storm sewer manholes and pipes during the first week of September. It was discovered on September 8th that the invert elevations the pipe was designed to were incorrect.
- The storm sewer manholes and pipes have since been readjusted, and the work has been paid for by the City.
- Timely reimbursement will allow the City to recoup money paid to the Contractor for the invert elevation errors in the construction plans.

D. FINANCIAL IMPACT:

- The total cost of relaying the four storm sewer manholes and 1,186 linear feet of pipe was \$21,777.56.
- Kimley-Horn provided that had the invert elevations been labeled correctly in the plans, deeper structures would have still needed to be installed which would have cost an additional \$3,226.55.
- Kimley-Horn has proposed a final reimbursement amount of \$18,551.01, the net difference of the two numbers above, as appropriate compensation for the cost of relaying the structures to the proper design depth.
- The final reimbursement amount is \$18,551.01 and the cost breakdown is included with this staff report.

E. LEGAL CONSIDERATION:

The City Attorney has reviewed and approved the release of claims agreement and will be available to answer questions.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
❑ Release of Claims Agreement	Contract/Agreement
❑ Reimbursement Cost Breakdown	Exhibit
❑ Change Order #4 paid to Eureka	Backup Material

GENERAL RELEASE OF ALL CLAIMS

1. FOR AND IN CONSIDERATION of the payment of the sum of \$18,551.01 (Eighteen Thousand Five Hundred Fifty One Dollars and One Cent), the receipt of which is acknowledged, the City of Richfield, MN, for itself and its affiliates and anyone claiming by, through, or under it ("City"), has released and discharged, and by these presents does release, acquit and forever discharge Kimley-Horn and Associates, Inc. ("Kimley-Horn"), and its employees, subconsultants, agents, and affiliates of and from any and all known causes of action, claims, demands, damages, costs, and expenses, based on any theory of law or equity including claims for negligence related to the adjustment of four (4) storm sewer manholes and 1,186 linear feet of pipe due to incorrect invert elevations shown in the plans ("Claims"), which the City now has, or hereafter may have, on account of, or in any way growing out of professional engineering, consulting and other services provided by Kimley-Horn for the project known as City Project 41017 West 65th Street Reconstruction.

2. The City acknowledges and represents to Kimley-Horn that it has no knowledge of any actual or alleged errors or omissions of Kimley-Horn related to any services provided by it other than the alleged errors and omissions giving rise to the Claims being released hereby.

3. This Release constitutes a full and complete SETTLEMENT of doubtful and disputed claims, regardless of the adequacy of the consideration described above, and the payment described herein and the acceptance of this Release is not an admission of liability or wrongdoing on the part of the persons and entities hereby released.

4. This Release shall be governed by and shall be construed and enforced in accordance with the laws of the State of Minnesota.

5. This Release contains the entire agreement between the undersigned and the parties released hereby.

6. The Mayor and City Manager represent and warrant by their signatures that they are authorized to execute this Release on behalf of the City and that there has been no assignment or other transfer by the City of any interest in the claims or matters released hereby.

City of Richfield

By: _____

By: _____

Its: Mayor _____

Its: City Manager _____

Date: _____

Date: _____

KIMLEY-HORN REIMBURSEMENT COST BREAKDOWN

The following breaks down the determined reimbursement amount from Kimley-Horn as compensation for an invert elevation error within the plan set which resulted in relaying 4 storm sewer manholes and 1,186 linear feet of pipe.

Item	Description	Unit	Quantity	Unit Price	Price
1	Cost of Materials and Labor to Relay 1,186 linear feet of pipe and 4 storm sewer manholes <i>(Actual Cost)</i>	L.S.	1	\$21,777.56	\$21,777.56
2	Cost of additional barrel for 48" Manhole <i>(Inevitable Cost)</i>	LF	1	\$520.00	\$520.00
3	Cost of additional barrel for 60" Manhole <i>(Inevitable Cost)</i>	LF	1.33	\$855.00	\$1,137.15
4	Cost of additional barrel for 72" Manhole <i>(Inevitable Cost)</i>	LF	1.33	\$1,180.00	\$1,569.40
	<i>Difference in Actual Cost and Cost that would have been incurred even with correct elevations</i>				\$18,551.01

SP/SAP(s)	157-104-005, 157-105-006, 157-363-034	Change Order No.	4
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Project Location	West 65 th Street Reconstruction		
Local Agency	City of Richfield	Local Project No.	41017
Contractor	Eureka Construction, Inc.	Contract No.	
Address/City/State/Zip	20141 Icenic Trail, Lakeville, MN 55044		
Total Change Order Amount \$		\$21,777.56	

Issue: The engineer determined the storm sewer as constructed did not allow for positive drainage to an existing storm sewer. Half of the new storm sewer had to be removed. The storm sewer had to be evaluated to make sure the new proposed grades would support the rainfall from a 100-year storm event. During that time, the contractor incurred some delays. Additionally, several storm sewer structures had to be adjusted to fit the proposed curb elevations.

Resolution: The Engineer has determined the Contract needs to be revised in accordance with specification 1402.5 Extra Work. The Contractor removed and installed the proposed storm sewer as directed by the engineer. The Contractor is due compensation for this work. Payment for this work shall be at the negotiated unit price shown below in the Estimate of Cost. This cost includes all labor, equipment, and materials necessary to perform the work. Actual quantities will be measured in the field.

Estimate Of Cost: (Include any increases or decreases in contract items, any negotiated or force account items.)						
**Group/ funding Category	Item No.	Description	Unit	Unit Price	+ or – Quant ity	+ or – Amount \$
	1	FWO-001	L.S.	\$15,242.55	1	\$15,242.55
	2	FWO-004	L.S.	\$6,535.01	1	\$6,535.01
Net Change this Change Order						\$21,777.56

Due to this change, the contract time: (check one)	
(X) Is NOT changed	() May be revised as provided in MnDOT Specification 1806
() Is Increased by _____ Working Days	() Is Increased by _____ Calendar Days
() Is Decreased by _____ Working Days	() Is Decreased by _____ Calendar Days

Approved by Project Engineer:  Date: 2/01/2023

Print Name: William C. Klingbeil Phone: 612-294-2314



STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. February 2018

SP/SAP(s)	157-104-005, 157-105-006, 157-363-034	Change Order No.	4
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Approved by Contractor: Julie J LaVelle Date: 1/24/2023

Print Name: Julie J LaVelle Phone: (952) 469-5685

Approved by City of Richfield: Olivia Wycklendt JM WR Date: 2/6/2023

Print Name: Olivia Wycklendt Phone: 612-861-9789

DSAE Portion: The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for: ☐ Federal Funding ☒ State Aid Funding ☒ Local funds

for District State Aid Engineer: Michael Pretel Digitally signed by Michael Pretel
Date: 2023.02.15 11:49:42 -06'00' Date: _____



STAFF REPORT NO. 39
CITY COUNCIL MEETING
3/28/2023

REPORT PREPARED BY: Olivia Wycklendt, Civil Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
3/22/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of two utility occupancy license agreements with Soo Line Railroad Company at the railroad crossing at 65th St and Pleasant Ave as part of the 65th Street Reconstruction Project.

EXECUTIVE SUMMARY:

In advance of the continuing reconstruction of 65th St from Nicollet Ave to 66th St/Rae Dr, the City and Soo Line Railroad Company have negotiated terms of two agreements allowing the City to install, maintain, and operate three utility lines under the railroad corridor property and tracks.

The first agreement will allow the City to install, maintain, and operate two underground sanitary sewer mains, each a 12" PVC carrier pipe within a 24" steel casing.

The second agreement will allow the City to install, maintain, and operate one underground storm sewer trench, which is 48" in width of reinforced concrete carrier pipe.

The City Council and Soo Line Railroad Company must both approve and execute the agreement before any construction activity can take place on the at-grade crossing.

RECOMMENDED ACTION:

By motion: Approve the two utility occupancy license agreements with Soo Line Railroad Company at the railroad crossing at 65th St and Pleasant Ave as part of the 65th Street Reconstruction Project.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The 65th Street Reconstruction Project will improve pavement conditions, replace deteriorating sidewalks, and upgrade aging underground utilities while improving operational safety for pedestrians, bicyclists, and vehicles. The project also provides an opportunity to address a longstanding flooding issue in the area of 65th St and the HUB shopping center.
- The City Council approved the preliminary design layout for the 65th Street Reconstruction Project on July 28, 2020.
- The first phase of the 65th Street Reconstruction Project was completed in late Fall of 2022, and

the second phase of the project which includes the railroad is anticipated to begin in April of 2023.

- The railroad crossing is located on 65th St at Pleasant Ave and is targeted for reconstruction as part of the project.
- The property that the railroad crossing is on is owned by Soo Line Railroad Company, a subsidiary of Canadian Pacific Railway. The railroad tracks, ties, and surfacing are owned by Progressive Rail Incorporated.
- An agreement for improvements to existing public road at-grade crossing between the City and Progressive Rail was approved and signed by the City on April 12, 2022.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

The reconstruction of 65th Street is consistent with the following approved plans:

- Five-Year Street Reconstruction Plan
- Comprehensive Plan (Chapter 7 - Transportation)
- Pedestrian Master Plan
- Bicycle Master Plan
- Street Reconstruction Guiding Principles Document
- Complete Streets Policy
- Arterial Roads Study

C. CRITICAL TIMING ISSUES:

The two utility occupancy license agreements with Soo Line Railroad Company at the railroad crossing at 65th St and Pleasant Ave must be approved prior to any construction activity at the rail crossing. Approval at this time is needed to maintain the proposed project schedule.

D. FINANCIAL IMPACT:

- In order to legally enter into the agreements, the City must pay Soo Line Railroad Company \$1 per agreement and pay the actual costs incurred by the Soo Line Railroad Company to have a flagman or watchman present during the City's work on the property.
- These minor expenses were anticipated in advance of the project and will be absorbed by the project budget.

E. LEGAL CONSIDERATION:

The City Attorney has reviewed the agreements and will be available at the meeting to answer questions.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
☐ Soo Line Sanitary License Agreement	Contract/Agreement
☐ Soo Line Storm License Agreement	Contract/Agreement
☐ Parcel Sketch of Railroad Crossing	Exhibit

UTILITY OCCUPANCY LICENSE

NO. 55268

THIS UTILITY OCCUPANCY LICENSE ("License") is made effective the 1st day of December, 2022, by and between

1. PARTIES:

SOO LINE RAILROAD COMPANY, a Minnesota corporation, doing business as Canadian Pacific, with its general office at Building 1, 7550 Ogden Dale Road SE, Calgary, AB T2C-4X9 (hereinafter referred to as "**CP**"),

and

City of Richfield, with an office at 6700 Portland Avenue Richfield, Minnesota 55423 ("**Licensee**").

2. ACKNOWLEDGEMENT

CP hereby acknowledges and authorizes Licensee to install, maintain and operate the following "**Utility Line**" across, over and/or under its railroad corridor property and tracks, pursuant to the terms and conditions of this License.

(a) Specifications

Utility Type: 2 x Underground Sanitary Sewer

Size/Capacity: 12 in. PVC carrier pipe within 24 in. Steel Casing

Installation: 9.25 ft minimum under tracks

Ancillary Items: None

(b) Location

Lat/Long: 44.885292 -93.283225

PLSS: SE ¼ of the NW ¼ 027 / 028-N / 024-W

City, County, State: Richfield, Hennepin, Minnesota

Milepost, Subdivision: Mile Post 8.41 on the Dan Patch Line

as shown upon Appendix 3 attached and incorporated herein (the "**Property**").

(c) Applicable Fees

Licensee agrees to pay CP the following charges:

- (i) One-time fee of **\$1.00** to cover CP's reasonable expenses incurred in reviewing Licensee's notice to occupy CP's right-of-way; and
- (ii)
- (iii) Reimbursement for CP's reasonable and customary charges to have a flagman or watchman present during Licensee's work on the Property, pursuant to Section 10.0(c). Progressive Rail

Attachments

The following documents are incorporated in this Agreement:

- (i) Appendix 1 – Contacts
- (ii) Appendix 2 – Insurance Requirements
- (iii) Appendix 3 – Exhibit "A"

(d) Work; License To Be Available At Work Site:

- (i) **"Work,"** shall mean any activity conducted by Licensee relative to the installation, maintenance, repair, replacement, relocation, servicing, or removal of the Utility Line which involves entry onto the Property.
- (ii) **"Work Site,"** shall mean the general location of Licensee's activities relative to the Work. Licensee shall keep a copy of this License at the Work Site and shall make it available upon request by any employee or agent of CP.

3.0 Effective Date

The "Effective Date" of this Agreement shall be December 1st, 2022. Notwithstanding the Effective Date, the rights granted to Licensee under this License shall be effective on the later of the Effective Date, or the last date it is executed by a party.

4.0 Term

The rights granted Licensee under this License shall remain until terminated by either party by providing other party with thirty (30) days' advanced written notice.

5.0 Mechanics' And Materialmen's Liens

If any mechanics' or material men's liens, or similar lien, is asserted against the Property, or any other property of CP, as a direct consequence of the Work, Licensee shall immediately take steps to satisfy, defend, or obtain the release of such lien, all at Licensee's cost and expense.

6.0 Contact; Notices

(a) Contact Persons

Communications pursuant to this License shall be directed to the contact persons listed in Appendix 1, or their designees. Either party may change this contact information by providing written notice to the other party.

(b) Notices

Except at otherwise provided in this License, all notices shall be in writing and shall be effective upon delivery to the Contact Person for the party notice is being given to. If notice is given by facsimile, the notice shall not be deemed effective until received in legible form.

(c) Notification Prior To Beginning Work

Except in the case of an emergency, Licensee shall notify CP's Engineering contact person by telephone not less than forty five (45) Business Days before commencing the Work. **"Working Days"** do not include Saturdays, Sundays, or federally recognized Holidays.

7.0 Permitted & Prohibited Use; Rights of CP

(a) Permitted Use

The use of the Property by Licensee shall be limited to the Work, or such other activity as may be approved by CP in writing. Licensee may permit governmental authorities with jurisdiction of the Work to enter the Property for the purpose of performing applicable governmental functions, including but not limited to inspecting or monitoring the Work.

(b) Prohibited Uses and Activities

Licensee shall not use, occupy or permit the Property to be used for any purpose, activity or improvement except as provided in this License, or as may be approved in writing by CP. Specifically:

- (i) *Advertising* – Licensee shall not permit any advertisements or signs upon the Property (except signs that may be required by applicable governmental law, rule or regulation based on the nature and extent of the Work); and
- (ii) *Use of Hazardous Substances* – Licensee shall not, without prior written disclosure and approval by CP, use or authorize the use of any Hazardous Substances on the Property, including installation of any above or underground storage tanks; subject thereto, Licensee

shall arrange at its own cost for the lawful transportation and off-site disposal of any and all Hazardous Substances that it shall use or generate. “**Hazardous Substances**” shall mean any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in applicable regulatory or environmental laws.

8.0 Reservation and Rights of CP

(a) Railroad Activities Take Priority Over Work

All Work by Licensee shall be subordinate to the reasonable needs of CP in connection with the operation, maintenance and movement of railroad trains and equipment on the Property. Notwithstanding the foregoing, the parties agree to cooperate in good faith to schedule their respective work activity on the Property to minimize each other's delays.

(b) Interference With Prior/Future Use

Licensee right to use the Property to perform the Work is subject to any prior easements, licenses, or permits to use the Property for tracks, roads, walkways, poles, wires, pipelines, sewers, billboards, and other improvements. Furthermore, CP reserves the right to place upon, across, above and/or under the Property additional tracks, roads, walkways, poles, wires, pipelines, sewers, billboards, and other improvements in any manner that does not interfere with Licensee's Work or the Utility Line.

(c) Relocation – Licensee shall relocate the Utility Line, at its sole cost and expense, if CP determines that such relocation is reasonably necessary for the current operation of the railroad tracks.

(d) Monitoring

CP may elect to be present at the Property during the Work and to monitor same, at Licensee's sole cost and expense.

9.0 Investigation; Compliance with Laws; Safety Requirements

(a) Prior Use – Before performing Work on the Property, Licensee shall obtain consent of all persons or entities that are using or occupying any portion of the Property, if such consent is required by applicable laws and/or regulations. CP will cooperate with Licensee in obtaining such consent from any person or entity that unreasonably withholds consent.

(b) Underground Utilities And Structures

- (i) Licensee shall, pursuant to applicable laws and/or regulations, be responsible for determining the location of all underground utilities (e.g. electric lines, telephone lines, gas lines, steam lines, sewer lines, water lines, fiber optic cable), and utility structures.
- (ii) Licensee shall call the Gopher State One Call at (800) 252-1166 and make arrangements to have all applicable underground utilities marked prior to commencing any excavation or boring on the Property.
- (iii) CP will cooperate with Licensee to identify the location of underground utilities and utility structures known to CP, but such cooperation shall not relieve Licensee of its obligations under (i) and (ii) above.
- (iv) Licensee shall call Progressive Rail Call-Before-You Dig group at 612-791-6999 or CNIeman@progressiverail.com, no less than five (5) Working Days prior to the date that Work is to be performed, in order for Progressive Rail to mark its underground facilities on the Property. Progressive Rail shall mark all its underground facilities on the Property within this five (5) day period to avoid delaying Licensee.

(c) Permits and Licenses; Compliance With Laws

Licensee shall secure, at no expense to CP, any permits or licenses required in connection with the Work, and shall comply with all laws applicable to the Work and the use and operation of the Utility Line, including but not limited to any laws, standards, regulations, and permit requirements relating to environmental pollution and/or contamination, or to occupational health and safety.

(d) Compliance With CP Safety Requirements

While on the Property Licensee shall comply with CP's safety requirements as set forth in the document entitled "***Minimum Safety Requirements for Contractors Working on Railway Property***". It is Licensee's responsibility to obtain the most up-to-date copies of these requirements prior to commencement of any Work and ensuring that every person on the Property has access thereto.

10.0 Work in Close Proximity to Railroad Operations; Drainage

(a) Interference With Railroad Operations – Licensee shall keep CP fully apprised of its proposed activities on the Property so as to prevent any interference with the operations of CP's trains or equipment (or the trains and equipment of others lawfully using the tracks) operating on or near the Property.

(b) Clearance – No Work shall be done or any equipment or other obstruction placed over or within 25 feet laterally of the centerline of any track without advanced notification to CP.

(c) Flagging – Licensee shall make arrangements with Progressive Rail for such flagging or watchmen service as Progressive Rail deems necessary for the protection of railroad traffic. Pursuant to Section 2(c) (2) above, Licensee will compensate Progressive Rail for its reasonable and customary charges to provide flagging or watchmen service. The fact that Progressive Rail provides such service shall not relieve either party from liability under this License.

(d) Certain Work Close to Track Not Permitted; Lateral Support

(i) Unless otherwise agreed to in writing by CP, excavations, borings, wells, pits, test holes, probe sites, and the like shall not be located closer than 25 feet from the centerline of the nearest railroad track on or adjacent to the Property, nor will Licensee take, or allow any of its employees, agents or contractors to take, any action on the Property that would materially impair the lateral or sub-adjacent support of adjacent lands or railroad tracks.

(ii) Unless otherwise agreed to in writing by CP, drilling and excavating equipment (and related equipment) shall not be located closer than 25 feet from the centerline of the nearest railroad track or any railroad track.

(iii) In the event that CP permits excavations, borings, wells, pits, test holes, probe sites, and the like in close proximity to tracks, embankments or other features providing lateral support or sub-adjacent support to land or tracks, then notwithstanding anything herein to the contrary, Licensee shall be responsible for designing and constructing, at no cost to CP, any measures required to prevent the collapse, erosion or impairment to said land or tracks.

(e) Storm Water – Licensee shall not, unless otherwise agreed to in writing by CP, make any changes to the Property that would either increase the historic flow rate of storm water from the Property, or create an impediment to the historic flow of storm water from the Property.

(f) Fences – If the parties agree that it is necessary for the safety of the railroad operations, employees and/or the public, for a fence to be erected during the Work, Licensee agrees to erect such fencing at its sole cost and expense. Following completion of the applicable Work, Licensee shall remove such fencing and fill and tamp any post holes with clean material.

11.0 Conduct

(a) Property Clean, Safe and Free From Nuisance – During any Work Licensee shall not permit the existence of any nuisance (as defined pursuant to Wisconsin law) upon the Property, and

shall at all times during the Work keep the Property in a clean, safe and sanitary condition free from any unreasonable accumulations of waste materials, debris or refuse.

- (b) Release of Hazardous Substances** – Licensee shall not cause or allow its employees, agents or contractors to cause, the release of any Hazardous Substances on or from the Property.
- (c) Response Actions** – Licensee shall promptly take all necessary action in response to a release or potential release of Hazardous Substance at the Property, caused by Licensee or attributable to any act and/or omission of Licensee (or its employees, agents or contractors), that could:
 - (i) give rise to any claim under applicable environmental laws and/or regulations;
 - (ii) cause a public health or workplace hazard; or
 - (iii) create a nuisance (as defined pursuant to Minnesota law).
- (e) Release or Suspected Release** – Licensee shall promptly notify CP of any actual or suspected release of any Hazardous Substances on or from the Property, regardless of the cause of the release.
- (f) Notices, Summons, Citations, etc.** – Licensee shall promptly provide CP with copies of any all summons, citations, directives, information inquiries or requests, notices of potential responsibilities, notices of violations or deficiencies, orders or decrees, claims, causes of action, complaints, investigations, judgments, or other communications, written or oral, actual or threatened, received by Licensee that is applicable to the Property or Work, including but not limited to notices from the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or other federal, state or local agency or authority, or any other entity or individual, concerning:
 - (i) any release of a Hazardous Substance on or from the Property;
 - (ii) the imposition of any lien on the Property; or
 - (iii) any alleged violation of or responsibility under any applicable environmental law.

12.0 Liability

- (a) Damage to Tracks, Facilities, and Equipment** – If any tracks, facilities, or equipment owned, used, or maintained by CP are damaged in connection with the Work or Licensee's use or operation of the Utility Line, CP shall repair (or arrange for the repair of) such damage and Licensee shall pay the full cost of such repair within 30 days after receipt of CP's invoice.
- (b) Assumption of Risk** – Licensee is fully aware of the dangers of working on and about railroad property and railroad operations and knowingly and willingly assumes the risk of harm (e.g., injury to or death of persons and damage to or destruction of property) that may occur while on and about the Property. Without in any way limiting the scope of the preceding sentence, Licensee assumes the risk that the Utility Line and any Work or appurtenances thereto on the Property may be disturbed, damaged, or destroyed by CP or third persons, and except where arising from the intentional malicious conduct of CP or its employees, agents, or invitees, Licensee shall not make any claim against CP on account of same, even if such disturbance, damage, or destruction arises from the negligence of CP or its employees, agents, or invitees. Licensee assumes full responsibility for protecting its installations and personal property from theft and vandalism while such installations and personal property are on the Property.
- (c) Indemnity** – As used in this License, "**Indemnified Parties**" means the following businesses and their officers, directors, employees, and agents: Soo Line Railroad Company, Delaware and Hudson Railroad Corporation, Inc., Dakota, Minnesota and Eastern Railroad Corporation, Soo Line Corporation, Canadian Pacific Railway Company, Wyoming Dakota Railroad Properties, Inc., any company doing business as Canadian Pacific, and any railway company or contractor operating trains or rail equipment upon railway tracks in close proximity to the Property or the Utility Line, together with the parent companies, subsidiaries, and affiliated companies of all of the foregoing.

To the maximum extent permitted by applicable law, Licensee shall release, indemnify and defend the Indemnified Parties (as defined below) against all claims, demands, actions, suits, judgments, losses, damages (including, but not limited to, lost profits and other actual, compensatory, direct, consequential, punitive, and exemplary damages), expenses, penalties, fines, sanctions, court costs, litigation costs, and attorneys' fees (collectively, Claims) arising out of or relating to any destruction of (or damage to) any property or natural resource, any injury to (or death of) any person, or any environmental pollution or contamination whatsoever, where such destruction, damage, injury, death, pollution, or contamination actually or allegedly arises in whole or in part from the presence of the Utility Line on the Property or any Work connected therewith, or any action or omission of Licensee while on or about the Property pursuant to this License, or the exercise by Licensee of the rights and permissions granted by this License.

13.0 Insurance – Licensee shall procure and maintain in effect the insurance coverages set forth in Appendix 2.

14.0 Miscellaneous Provisions

- (a) Amendment/Waiver** – This License cannot be amended, modified or revised unless done in writing and signed by CP and Licensee. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this License or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.
- (b) Compliance with Law** – Both parties agree to comply with all applicable federal, state and local laws, orders, rules and regulations (“**Laws**”).
- (c) Assignment; Binding Effect** – This License may not be assigned by either party without first obtaining the written consent from the other party. The terms and conditions contained in this License will bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.
- (d) Entire Agreement** – This License and the appendix attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this License. Except as otherwise stated in this License, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this License and the transactions it contemplates.
- (e) Governing Law** – This Agreement will be governed by the laws of the state in which the Property is located, without regard to conflicts of law.
- (f) Interpretation** – Unless otherwise specified, the following rules of construction and interpretation apply:

 - (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof;
 - (ii) use of the term "including" will be interpreted to mean "including but not limited to";
 - (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed;
 - (iv) appendix are an integral part of this Agreement and are incorporated by reference into this Agreement;
 - (v) use of the terms "termination" or "expiration" are interchangeable;
 - (vi) reference to a default will take into consideration any applicable notice, grace and cure periods;
 - (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity

in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement;

(viii) the singular use of words includes the plural where appropriate and

(ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(g) Survival. Any provisions of this License relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this License that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(h) Singular and Plural – As used in this License, the singular form of a word includes the plural form of that word, and vice versa, and this License shall be deemed to include such changes to the accompanying verbiage as may be necessary to conform to the change from singular to plural, or vice versa.

(i) Duplicate Copies and Counterparts – This License may be executed in counterparts, which together shall constitute one and the same. The parties may execute more than one copy of this License, each of which shall constitute an original.

THE PARTIES HERETO have executed this License as evidence of their agreement to the terms contained herein.

City of Richfield

SOO LINE RAILROAD COMPANY *doing business as Canadian Pacific*

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

By: _____

Printed Name: _____

Its: _____

Date: _____

APPENDIX 1

1. RAILROAD CONTACTS:

A. Real Estate: Processing of License, fees

Address	Contact Info
Canadian Pacific Real Estate US – Utility Permits Canadian Pacific Plaza – Suite 700 120 South Sixth Street Minneapolis, Minnesota 55402	Phone: (612) 904-6143
	Fax: (612) 904-6147
	Email: Real_Estate_-_US@cpr.ca

B. Risk Management: Submittal of Insurance Coverage Renewals.

Address
Canadian Pacific Risk Management Department 7550 Ogden Dale Road Calgary, Alberta T2C 4X9

C. Engineering: Application, Review of Technical Specifications

Address	Contact Info
Canadian Pacific Plaza – Suite 700 120 South Sixth Street Minneapolis, Minnesota 55402	Name: Greda Lynn
	Title: Grade Crossing Coordinator
	Phone: (612) 330-4532
	Fax:
	Email: Greda_Lynn@cpr.ca

D. Scheduling of Flagging:

The following must be contact **no less than 15 Business Days** (excludes Saturday, Sunday and holidays observed by Progressive Rail) prior to date on that Work is to be performed.

Brenda Rivera – Progressive Rail, contact 952.495.0579 and email brivera@progressiverail.com

Utility Locates

CP: **CP Call-Before-You-Dig** 1-866-291-0741: Must be called **no less than 5 Working Days** (excludes Saturday, Sunday and holidays observed by CP) prior to date on that Work is to be performed.

Local: The Licensee must also contact the local **Call-Before-You-Dig** service
The national number for utility locating is **8-1-1**.

In Minnesota, the utility locating service is called Gopher State One Call at 651-454-0002 and, in addition to dialing 8-1-1, can be reached at
<http://www.gopherstateonecall.org/>

CP does not guarantee the accuracy of the foregoing information. The License is ultimately responsible for contacting and complying with local utility locating requirements and determining the proper contacts or manner of doing so.

2. LICENSEE CONTACTS:

A. Licensee Information

Licensee:	City of Richfield		
Type of Entity:	Municipality	State of Formation:	Minnesota
Mailing Address:	6700 Portland Avenue Richfield , Minnesota 55423		
Delivery Address: (if different)	Same		
Billing Address (if different)			
Telephone No.	(612) 861-9791	Web Site:	

B. Licensee Contact

THIS IS THE INDIVIDUAL TO WHOM CP SHOULD SEND DOCUMENTS AND OTHER CORRESPONDENCE.

Name:	Joe Powers	Address. Write "Same" if same as above
Company:	Same	
Title:	City Engineer	Same
Office Number:	Same	
Fax Number		
Mobile Number:		
Email:	JPowers@richfieldmn.gov	

C Construction Contact

THIS IS THE INDIVIDUAL TO WHOM CP SHOULD INTERACT IN CONNECTION WITH ANY WORK WITH THE UTILITY LINE

Name:		Address.
Company:		
Title:		
Office Number:		
Fax Number:		
Mobile Number:		

Email:		
---------------	--	--

D. Additional Contact

Optional information if needed.

Contact for:		
Name:		Address.
Company:		
Title:		
Office Number:		
Fax Number:		
Mobile Number:		
Email:		

E. Emergency Contact:

In the event that there is an emergency affecting the Utility Line, is there an additional contact that CP could attempt to reach?

Name:	
Office Number:	
Mobile Number:	
Email:	

APPENDIX 2

Insurance Requirements

1. Insurance: Licensee shall, at its own expense, obtain and maintain during the Term and prior to entering the Property, in a form and with an insurance company satisfactory to CP, policies of:

- (a) **Commercial General Liability (C.G.L.)** insurance with a limit of not less than Two Million Dollars (\$2,000,000) for any one loss or occurrence for personal injury, bodily injury, or damage to property including loss of use thereof. This policy shall by its wording or endorsement include without limitation the following:
 - (i) Canadian Pacific Railway Company and its associated or affiliated subsidiaries (and the Directors, Officers, employees, agents and trustees of all of the foregoing) as an additional insured with respect to obligations of the Licensee in this Agreement;
 - (ii) "cross liability" or "severability of interest" clause which shall have the effect of insuring each entity named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;
 - (iii) blanket contractual liability, including the insurable liabilities assumed by the Licensee in this Agreement;
 - (iv) broad form products and completed operations;
 - (v) sudden and accidental pollution liability, if applicable;
 - (vi) shall not exclude property damage due to explosion, collapse, and underground hazards; and
 - (vii) shall not exclude operations on or in the vicinity of the railway right of way.
- (b) **Automobile Liability** insurance covering bodily injury and property damage in an amount not less than Two Million Dollars (\$2,000,000) per accident, covering the ownership, use and operation of any motor vehicles and trailers which are owned, non-owned, leased or controlled by the Licensee and used in regards to this Agreement. In the event any contractors access the Property, each contractor shall independently maintain Automobile Liability insurance covering bodily injury and property damage in an amount of not less than Two Million Dollars (\$2,000,000) per accident covering the ownership, use, and operation of any motor vehicles and trailers which are owned, non-owned, leased or controlled by the contractor and/or its subcontractors and used in connection with this Agreement.

During any period in that Work is to be performed on the Property and/or Utility Line, Licensee or its contractor performing the Work, shall obtain the following additional insurance:

- (a) **Workers Compensation** insurance which shall be in strict accordance with the requirements of the most current and applicable state Workers Compensation insurance laws, and Employers' Liability insurance including Occupational Disease insurance with limits of not less than One Million Dollars (\$1,000,000) each accident/each employee, and where appropriate coverage under said policies to be extended for liability under the FELA, USL&H Act, and the Jones Act. The Licensee shall, before any services are commenced under this License submit written evidence that it has obtained full Workers Compensation insurance coverage for persons whom it employs or may employ in carrying out the services under this License. CP and its associated or affiliated companies (and the Directors, Officers, employees, agents and trustees of all of the foregoing) shall be waived of any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims.

- (b) **Railroad Protective Liability** insurance, in the name of CP, with a single limit (personal injury and property damage combined) of not less than Five Million Dollars (\$5,000,000) per occurrence and Ten Million Dollars (\$10,000,000) per aggregate.
- (c) **Contractor's Pollution Liability** insurance, including naming CP and its associated or affiliated subsidiaries (and the Directors, Officers, employees, agents and trustees of all the foregoing) as an additional insured, with a limit of not less than Two Million Dollars (\$2,000,000) for any one loss or pollution event. Coverage shall include, but not be limited to, claims for bodily injury, death, damage to property including the loss of use thereof, clean-up costs and associated legal defense expenses arising from pollution conditions caused by, and/or exacerbated by, services performed by the Licensee on behalf of CP. The policy shall be endorsed to contain a blanket contractual liability endorsement. If this policy is written on a "claims-made" basis it shall remain in effect for no less than twenty-four (24) months after the expiry or termination of this Agreement.

(collectively, the "**Insurance Coverage**").

Licensee agrees that the insurance requirements set out herein shall not limit or restrict its liabilities pursuant to this Agreement.

The Insurance Coverage required to be maintained pursuant to this Agreement shall be primary and not excess of any other insurance that may be available. Unless otherwise provided above, all insurance coverage shall take place in the form of an occurrence basis policy and not a claims made policy.

Licensee shall waive any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims where permissible under the insurance policies required under this Insurance Section.

Licensee shall provide CP with written notice and all reasonable particulars and documents related to any damages, losses, incidents, claims, and potential claims concerning this Agreement as soon as practicable after the damage, loss, incident, or claim has been discovered. Licensee is responsible for any deductible and excluded loss under any insurance policy. The deductible in any insurance policy shall not exceed such maximum amount that a reasonably prudent business person would consider reasonable.

The Insurance Coverage shall be endorsed to provide CP with not less than thirty (30) days written notice in advance of cancellation.

Licensee shall provide a copy of the certificate(s) of insurance evidencing the above Insurance Coverage prior to entering the Property or commencing any Work and CP may require Licensee to annually provide a copy of updated certificate(s) of insurance evidencing the renewal of the above Insurance Coverage. Such certificate(s) of insurance or notice(s) shall be sent via email to cprail@ebix.com or via fax to (770) 325-6378. Upon request, Licensee shall provide CP with certified copies of the insurance policies.

CP shall have no obligation to examine such certificate(s) or to advise Licensee if its Insurance Coverage is not in compliance with this Agreement. Acceptance of any certificate(s) which are not compliant with the requirements set out herein shall in no way whatsoever imply that CP has waived its insurance requirements.

CP reserves the right to maintain the Insurance Coverage in good standing at Licensee's expense and to require Licensee to obtain additional insurance where, in CP's reasonable opinion, the circumstances so warrant. If the Licensee fails to maintain the Insurance Coverage required in this Agreement, CP may, at its option, terminate this Agreement without notice.

APPENDIX 3

EXHIBIT "A"

ATTACHED TO CONTRACT BETWEEN
CANADIAN PACIFIC RAILWAY
AND



CITY OF RICHFIELD

SCALE: 1 IN = 50 FT

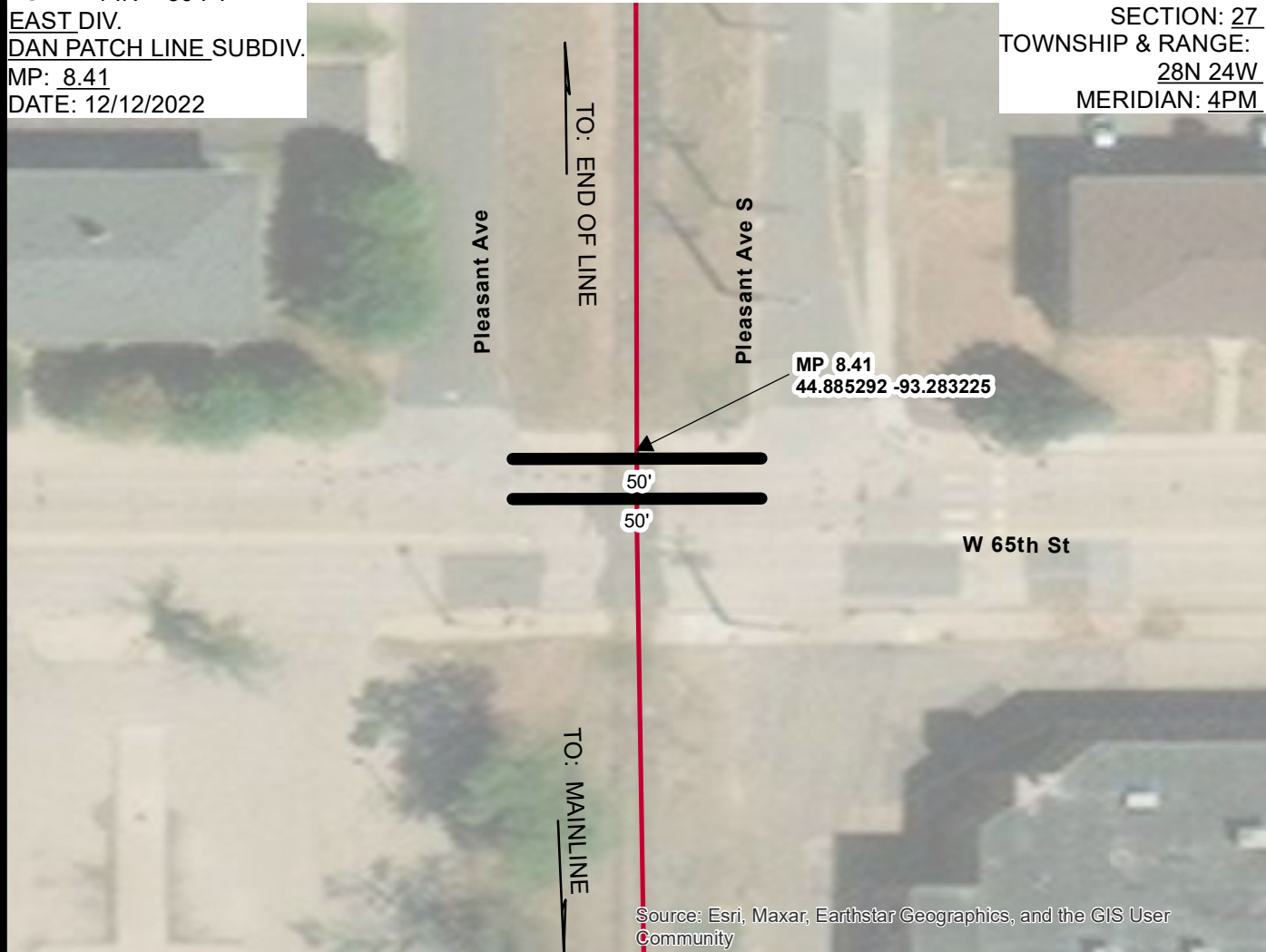
EAST DIV.

DAN PATCH LINE SUBDIV.

MP: 8.41

DATE: 12/12/2022

SECTION: 27
TOWNSHIP & RANGE:
28N 24W
MERIDIAN: 4PM



DESCRIPTION OF PIPELINE PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	<u>2 x 12"</u>	<u>2 x 24"</u>	LENGTH ON R/W:	<u>100'</u>	<u>-</u>
CONTENTS:	<u>SANITARY SEWER</u>		WORKING PRESSURE:	<u>GRAVITY</u>	
PIPE MATERIAL:	<u>PVC</u>	<u>STEEL</u>	BURY: BASE/RAIL TO TOP OF CASING		<u>9.25'</u>
SPECIFICATIONS / GRADE:	<u>SDR-35</u>	<u>ASTM A139 GRADE B</u>	BURY: NATURAL GROUND		<u>9.75'</u>
WALL THICKNESS:	<u>0.36"</u>	<u>0.375"</u>	BURY: ROADWAY DITCHES		<u>-</u>
COATING:	<u>-</u>	<u>BITUMASTIC</u>	CATHODIC PROTECTION		<u>YES</u>

VENTS: NUMBER - SIZE - HEIGHT OF VENT ABOVE GROUND -
NOTE: CONDUIT TO BE INSTALLED BY OPEN TRENCHING

RICHFIELD
COUNTY OF HENNEPIN

STATE OF MN

JRG

DRAWING NO. 55268

UTILITY OCCUPANCY LICENSE

NO. 55301

THIS UTILITY OCCUPANCY LICENSE ("License") is made effective the 1st day of December, 2022, by and between

1. PARTIES:

SOO LINE RAILROAD COMPANY, a Minnesota corporation, doing business as Canadian Pacific, with its general office at Building 1, 7550 Ogden Dale Road SE, Calgary, AB T2C-4X9 (hereinafter referred to as "**CP**"),

and

City of Richfield, with an office at 6700 Portland Avenue Richfield, Minnesota 55423 ("**Licensee**").

2. ACKNOWLEDGEMENT

CP hereby acknowledges and authorizes Licensee to install, maintain and operate the following "**Utility Line**" across, over and/or under its railroad corridor property and tracks, pursuant to the terms and conditions of this License.

(a) Specifications

Utility Type: Underground Storm Sewer Trench
Size/Capacity: 48 in. Reinforced Concrete carrier pipe
Installation: 3.65ft minimum under tracks
Ancillary Items: None

(b) Location

Lat/Long: 44.885259 -93.283224
PLSS: SE ¼ of the NW ¼ 027 / 028-N / 024-W
City, County, State: Richfield, Hennepin, Minnesota
Milepost, Subdivision: Mile Post 8.41 on the Dan Patch Line

as shown upon Appendix 3 attached and incorporated herein (the "**Property**").

(c) Applicable Fees

Licensee agrees to pay CP the following charges:

- (i) One-time fee of **\$1.00** to cover CP's reasonable expenses incurred in reviewing Licensee's notice to occupy CP's right-of-way; and
- (ii)
- (iii) Reimbursement for CP's reasonable and customary charges to have a flagman or watchman present during Licensee's work on the Property, pursuant to Section 10.0(c). Progressive Rail

Attachments

The following documents are incorporated in this Agreement:

- (i) Appendix 1 – Contacts
- (ii) Appendix 2 – Insurance Requirements
- (iii) Appendix 3 – Exhibit "A"

(d) Work; License To Be Available At Work Site:

- (i) **“Work,”** shall mean any activity conducted by Licensee relative to the installation, maintenance, repair, replacement, relocation, servicing, or removal of the Utility Line which involves entry onto the Property.
- (ii) **“Work Site,”** shall mean the general location of Licensee’s activities relative to the Work. Licensee shall keep a copy of this License at the Work Site and shall make it available upon request by any employee or agent of CP.

3.0 Effective Date

The “Effective Date” of this Agreement shall be December 1st, 2022. Notwithstanding the Effective Date, the rights granted to Licensee under this License shall be effective on the later of the Effective Date, or the last date it is executed by a party.

4.0 Term

The rights granted Licensee under this License shall remain until terminated by either party by providing other party with thirty (30) days’ advanced written notice.

5.0 Mechanics’ And Materialmen’s Liens

If any mechanics’ or material men’s liens, or similar lien, is asserted against the Property, or any other property of CP, as a direct consequence of the Work, Licensee shall immediately take steps to satisfy, defend, or obtain the release of such lien, all at Licensee’s cost and expense.

6.0 Contact; Notices

(a) Contact Persons

Communications pursuant to this License shall be directed to the contact persons listed in Appendix 1, or their designees. Either party may change this contact information by providing written notice to the other party.

(b) Notices

Except at otherwise provided in this License, all notices shall be in writing and shall be effective upon delivery to the Contact Person for the party notice is being given to. If notice is given by facsimile, the notice shall not be deemed effective until received in legible form.

(c) Notification Prior To Beginning Work

Except in the case of an emergency, Licensee shall notify CP’s Engineering contact person by telephone not less than forty five (45) Business Days before commencing the Work. **“Working Days”** do not include Saturdays, Sundays, or federally recognized Holidays.

7.0 Permitted & Prohibited Use; Rights of CP

(a) Permitted Use

The use of the Property by Licensee shall be limited to the Work, or such other activity as may be approved by CP in writing. Licensee may permit governmental authorities with jurisdiction of the Work to enter the Property for the purpose of performing applicable governmental functions, including but not limited to inspecting or monitoring the Work.

(b) Prohibited Uses and Activities

Licensee shall not use, occupy or permit the Property to be used for any purpose, activity or improvement except as provided in this License, or as may be approved in writing by CP. Specifically:

- (i) *Advertising* – Licensee shall not permit any advertisements or signs upon the Property (except signs that may be required by applicable governmental law, rule or regulation based on the nature and extent of the Work); and
- (ii) *Use of Hazardous Substances* – Licensee shall not, without prior written disclosure and approval by CP, use or authorize the use of any Hazardous Substances on the Property, including installation of any above or underground storage tanks; subject thereto, Licensee

shall arrange at its own cost for the lawful transportation and off-site disposal of any and all Hazardous Substances that it shall use or generate. “**Hazardous Substances**” shall mean any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in applicable regulatory or environmental laws.

8.0 Reservation and Rights of CP

(a) Railroad Activities Take Priority Over Work

All Work by Licensee shall be subordinate to the reasonable needs of CP in connection with the operation, maintenance and movement of railroad trains and equipment on the Property. Notwithstanding the foregoing, the parties agree to cooperate in good faith to schedule their respective work activity on the Property to minimize each other's delays.

(b) Interference With Prior/Future Use

Licensee right to use the Property to perform the Work is subject to any prior easements, licenses, or permits to use the Property for tracks, roads, walkways, poles, wires, pipelines, sewers, billboards, and other improvements. Furthermore, CP reserves the right to place upon, across, above and/or under the Property additional tracks, roads, walkways, poles, wires, pipelines, sewers, billboards, and other improvements in any manner that does not interfere with Licensee's Work or the Utility Line.

(c) Relocation – Licensee shall relocate the Utility Line, at its sole cost and expense, if CP determines that such relocation is reasonably necessary for the current operation of the railroad tracks.

(d) Monitoring

CP may elect to be present at the Property during the Work and to monitor same, at Licensee's sole cost and expense.

9.0 Investigation; Compliance with Laws; Safety Requirements

(a) Prior Use – Before performing Work on the Property, Licensee shall obtain consent of all persons or entities that are using or occupying any portion of the Property, if such consent is required by applicable laws and/or regulations. CP will cooperate with Licensee in obtaining such consent from any person or entity that unreasonably withholds consent.

(b) Underground Utilities And Structures

- (i) Licensee shall, pursuant to applicable laws and/or regulations, be responsible for determining the location of all underground utilities (e.g. electric lines, telephone lines, gas lines, steam lines, sewer lines, water lines, fiber optic cable), and utility structures.
- (ii) Licensee shall call the Gopher State One Call at (800) 252-1166 and make arrangements to have all applicable underground utilities marked prior to commencing any excavation or boring on the Property.
- (iii) CP will cooperate with Licensee to identify the location of underground utilities and utility structures known to CP, but such cooperation shall not relieve Licensee of its obligations under (i) and (ii) above.
- (iv) Licensee shall call Progressive Rail Call-Before-You Dig group at 612-791-6999 or CNIeman@progressiverail.com, no less than five (5) Working Days prior to the date that Work is to be performed, in order for Progressive Rail to mark its underground facilities on the Property. Progressive Rail shall mark all its underground facilities on the Property within this five (5) day period to avoid delaying Licensee.

(c) Permits and Licenses; Compliance With Laws

Licensee shall secure, at no expense to CP, any permits or licenses required in connection with the Work, and shall comply with all laws applicable to the Work and the use and operation of the Utility Line, including but not limited to any laws, standards, regulations, and permit requirements relating to environmental pollution and/or contamination, or to occupational health and safety.

(d) Compliance With CP Safety Requirements

While on the Property Licensee shall comply with CP's safety requirements as set forth in the document entitled "***Minimum Safety Requirements for Contractors Working on Railway Property***". It is Licensee's responsibility to obtain the most up-to-date copies of these requirements prior to commencement of any Work and ensuring that every person on the Property has access thereto.

10.0 Work in Close Proximity to Railroad Operations; Drainage

(a) Interference With Railroad Operations – Licensee shall keep CP fully apprised of its proposed activities on the Property so as to prevent any interference with the operations of CP's trains or equipment (or the trains and equipment of others lawfully using the tracks) operating on or near the Property.

(b) Clearance – No Work shall be done or any equipment or other obstruction placed over or within 25 feet laterally of the centerline of any track without advanced notification to CP.

(c) Flagging – Licensee shall make arrangements with Progressive Rail for such flagging or watchmen service as Progressive Rail deems necessary for the protection of railroad traffic. Pursuant to Section 2(c) (2) above, Licensee will compensate Progressive Rail for its reasonable and customary charges to provide flagging or watchmen service. The fact that Progressive Rail provides such service shall not relieve either party from liability under this License.

(d) Certain Work Close to Track Not Permitted; Lateral Support

(i) Unless otherwise agreed to in writing by CP, excavations, borings, wells, pits, test holes, probe sites, and the like shall not be located closer than 25 feet from the centerline of the nearest railroad track on or adjacent to the Property, nor will Licensee take, or allow any of its employees, agents or contractors to take, any action on the Property that would materially impair the lateral or sub-adjacent support of adjacent lands or railroad tracks.

(ii) Unless otherwise agreed to in writing by CP, drilling and excavating equipment (and related equipment) shall not be located closer than 25 feet from the centerline of the nearest railroad track or any railroad track.

(iii) In the event that CP permits excavations, borings, wells, pits, test holes, probe sites, and the like in close proximity to tracks, embankments or other features providing lateral support or sub-adjacent support to land or tracks, then notwithstanding anything herein to the contrary, Licensee shall be responsible for designing and constructing, at no cost to CP, any measures required to prevent the collapse, erosion or impairment to said land or tracks.

(e) Storm Water – Licensee shall not, unless otherwise agreed to in writing by CP, make any changes to the Property that would either increase the historic flow rate of storm water from the Property, or create an impediment to the historic flow of storm water from the Property.

(f) Fences – If the parties agree that it is necessary for the safety of the railroad operations, employees and/or the public, for a fence to be erected during the Work, Licensee agrees to erect such fencing at its sole cost and expense. Following completion of the applicable Work, Licensee shall remove such fencing and fill and tamp any post holes with clean material.

11.0 Conduct

(a) Property Clean, Safe and Free From Nuisance – During any Work Licensee shall not permit the existence of any nuisance (as defined pursuant to Wisconsin law) upon the Property, and

shall at all times during the Work keep the Property in a clean, safe and sanitary condition free from any unreasonable accumulations of waste materials, debris or refuse.

- (b) Release of Hazardous Substances** – Licensee shall not cause or allow its employees, agents or contractors to cause, the release of any Hazardous Substances on or from the Property.
- (c) Response Actions** – Licensee shall promptly take all necessary action in response to a release or potential release of Hazardous Substance at the Property, caused by Licensee or attributable to any act and/or omission of Licensee (or its employees, agents or contractors), that could:
 - (i) give rise to any claim under applicable environmental laws and/or regulations;
 - (ii) cause a public health or workplace hazard; or
 - (iii) create a nuisance (as defined pursuant to Minnesota law).
- (e) Release or Suspected Release** – Licensee shall promptly notify CP of any actual or suspected release of any Hazardous Substances on or from the Property, regardless of the cause of the release.
- (f) Notices, Summons, Citations, etc.** – Licensee shall promptly provide CP with copies of any all summons, citations, directives, information inquiries or requests, notices of potential responsibilities, notices of violations or deficiencies, orders or decrees, claims, causes of action, complaints, investigations, judgments, or other communications, written or oral, actual or threatened, received by Licensee that is applicable to the Property or Work, including but not limited to notices from the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or other federal, state or local agency or authority, or any other entity or individual, concerning:
 - (i) any release of a Hazardous Substance on or from the Property;
 - (ii) the imposition of any lien on the Property; or
 - (iii) any alleged violation of or responsibility under any applicable environmental law.

12.0 Liability

- (a) Damage to Tracks, Facilities, and Equipment** – If any tracks, facilities, or equipment owned, used, or maintained by CP are damaged in connection with the Work or Licensee's use or operation of the Utility Line, CP shall repair (or arrange for the repair of) such damage and Licensee shall pay the full cost of such repair within 30 days after receipt of CP's invoice.
- (b) Assumption of Risk** – Licensee is fully aware of the dangers of working on and about railroad property and railroad operations and knowingly and willingly assumes the risk of harm (e.g., injury to or death of persons and damage to or destruction of property) that may occur while on and about the Property. Without in any way limiting the scope of the preceding sentence, Licensee assumes the risk that the Utility Line and any Work or appurtenances thereto on the Property may be disturbed, damaged, or destroyed by CP or third persons, and except where arising from the intentional malicious conduct of CP or its employees, agents, or invitees, Licensee shall not make any claim against CP on account of same, even if such disturbance, damage, or destruction arises from the negligence of CP or its employees, agents, or invitees. Licensee assumes full responsibility for protecting its installations and personal property from theft and vandalism while such installations and personal property are on the Property.
- (c) Indemnity** – As used in this License, “**Indemnified Parties**” means the following businesses and their officers, directors, employees, and agents: Soo Line Railroad Company, Delaware and Hudson Railroad Corporation, Inc., Dakota, Minnesota and Eastern Railroad Corporation, Soo Line Corporation, Canadian Pacific Railway Company, Wyoming Dakota Railroad Properties, Inc., any company doing business as Canadian Pacific, and any railway company or contractor operating trains or rail equipment upon railway tracks in close proximity to the Property or the Utility Line, together with the parent companies, subsidiaries, and affiliated companies of all of the foregoing.

To the maximum extent permitted by applicable law, Licensee shall release, indemnify and defend the Indemnified Parties (as defined below) against all claims, demands, actions, suits, judgments, losses, damages (including, but not limited to, lost profits and other actual, compensatory, direct, consequential, punitive, and exemplary damages), expenses, penalties, fines, sanctions, court costs, litigation costs, and attorneys' fees (collectively, Claims) arising out of or relating to any destruction of (or damage to) any property or natural resource, any injury to (or death of) any person, or any environmental pollution or contamination whatsoever, where such destruction, damage, injury, death, pollution, or contamination actually or allegedly arises in whole or in part from the presence of the Utility Line on the Property or any Work connected therewith, or any action or omission of Licensee while on or about the Property pursuant to this License, or the exercise by Licensee of the rights and permissions granted by this License.

13.0 Insurance – Licensee shall procure and maintain in effect the insurance coverages set forth in Appendix 2.

14.0 Miscellaneous Provisions

- (a) Amendment/Waiver** – This License cannot be amended, modified or revised unless done in writing and signed by CP and Licensee. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this License or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.
- (b) Compliance with Law** – Both parties agree to comply with all applicable federal, state and local laws, orders, rules and regulations (“**Laws**”).
- (c) Assignment; Binding Effect** – This License may not be assigned by either party without first obtaining the written consent from the other party. The terms and conditions contained in this License will bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.
- (d) Entire Agreement** – This License and the appendix attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this License. Except as otherwise stated in this License, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this License and the transactions it contemplates.
- (e) Governing Law** – This Agreement will be governed by the laws of the state in which the Property is located, without regard to conflicts of law.
- (f) Interpretation** – Unless otherwise specified, the following rules of construction and interpretation apply:

 - (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof;
 - (ii) use of the term "including" will be interpreted to mean "including but not limited to";
 - (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed;
 - (iv) appendix are an integral part of this Agreement and are incorporated by reference into this Agreement;
 - (v) use of the terms "termination" or "expiration" are interchangeable;
 - (vi) reference to a default will take into consideration any applicable notice, grace and cure periods;
 - (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity

in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement;

(viii) the singular use of words includes the plural where appropriate and

(ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(g) Survival. Any provisions of this License relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this License that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(h) Singular and Plural – As used in this License, the singular form of a word includes the plural form of that word, and vice versa, and this License shall be deemed to include such changes to the accompanying verbiage as may be necessary to conform to the change from singular to plural, or vice versa.

(i) Duplicate Copies and Counterparts – This License may be executed in counterparts, which together shall constitute one and the same. The parties may execute more than one copy of this License, each of which shall constitute an original.

THE PARTIES HERETO have executed this License as evidence of their agreement to the terms contained herein.

City of Richfield

SOO LINE RAILROAD COMPANY *doing business as Canadian Pacific*

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

By: _____

Printed Name: _____

Its: _____

Date: _____

APPENDIX 1

1. RAILROAD CONTACTS:

A. Real Estate: Processing of License, fees

Address	Contact Info
Canadian Pacific Real Estate US – Utility Permits Canadian Pacific Plaza – Suite 700 120 South Sixth Street Minneapolis, Minnesota 55402	Phone: (612) 904-6143
	Fax: (612) 904-6147
	Email: Real_Estate_-_US@cpr.ca

B. Risk Management: Submittal of Insurance Coverage Renewals.

Address
Canadian Pacific Risk Management Department 7550 Ogden Dale Road Calgary, Alberta T2C 4X9

C. Engineering: Application, Review of Technical Specifications

Address	Contact Info
Canadian Pacific Plaza – Suite 700 120 South Sixth Street Minneapolis, Minnesota 55402	Name: Greda Lynn
	Title: Grade Crossing Coordinator
	Phone: (612) 330-4532
	Fax:
	Email: Greda_Lynn@cpr.ca

D. Scheduling of Flagging:

The following must be contact **no less than 15 Business Days** (excludes Saturday, Sunday and holidays observed by Progressive Rail) prior to date on that Work is to be performed.

Brenda Rivera – Progressive Rail, contact 952.495.0579 and email brivera@progressiverail.com

Utility Locates

CP: **CP Call-Before-You-Dig** 1-866-291-0741: Must be called **no less than 5 Working Days** (excludes Saturday, Sunday and holidays observed by CP) prior to date on that Work is to be performed.

Local: The Licensee must also contact the local **Call-Before-You-Dig** service
The national number for utility locating is **8-1-1**.

In Minnesota, the utility locating service is called Gopher State One Call at 651-454-0002 and, in addition to dialing 8-1-1, can be reached at
<http://www.gopherstateonecall.org/>

CP does not guarantee the accuracy of the foregoing information. The License is ultimately responsible for contacting and complying with local utility locating requirements and determining the proper contacts or manner of doing so.

2. LICENSEE CONTACTS:

A. Licensee Information

Licensee:	City of Richfield		
Type of Entity:	Municipality	State of Formation:	Minnesota
Mailing Address:	6700 Portland Avenue Richfield , Minnesota 55423		
Delivery Address: (if different)	Same		
Billing Address (if different)			
Telephone No.	(612) 861-9791	Web Site:	

B. Licensee Contact

THIS IS THE INDIVIDUAL TO WHOM CP SHOULD SEND DOCUMENTS AND OTHER CORRESPONDENCE.

Name:	Joe Powers	Address. Write "Same" if same as above
Company:	Same	
Title:	City Engineer	Same
Office Number:	Same	
Fax Number		
Mobile Number:		
Email:	JPowers@richfieldmn.gov	

C Construction Contact

THIS IS THE INDIVIDUAL TO WHOM CP SHOULD INTERACT IN CONNECTION WITH ANY WORK WITH THE UTILITY LINE

Name:		Address.
Company:		
Title:		
Office Number:		
Fax Number:		
Mobile Number:		

Email:		
---------------	--	--

D. Additional Contact

Optional information if needed.

Contact for:		
Name:		Address.
Company:		
Title:		
Office Number:		
Fax Number:		
Mobile Number:		
Email:		

E. Emergency Contact:

In the event that there is an emergency affecting the Utility Line, is there an additional contact that CP could attempt to reach?

Name:	
Office Number:	
Mobile Number:	
Email:	

APPENDIX 2

Insurance Requirements

1. Insurance: Licensee shall, at its own expense, obtain and maintain during the Term and prior to entering the Property, in a form and with an insurance company satisfactory to CP, policies of:

- (a) **Commercial General Liability (C.G.L.)** insurance with a limit of not less than Two Million Dollars (\$2,000,000) for any one loss or occurrence for personal injury, bodily injury, or damage to property including loss of use thereof. This policy shall by its wording or endorsement include without limitation the following:
 - (i) Canadian Pacific Railway Company and its associated or affiliated subsidiaries (and the Directors, Officers, employees, agents and trustees of all of the foregoing) as an additional insured with respect to obligations of the Licensee in this Agreement;
 - (ii) "cross liability" or "severability of interest" clause which shall have the effect of insuring each entity named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;
 - (iii) blanket contractual liability, including the insurable liabilities assumed by the Licensee in this Agreement;
 - (iv) broad form products and completed operations;
 - (v) sudden and accidental pollution liability, if applicable;
 - (vi) shall not exclude property damage due to explosion, collapse, and underground hazards; and
 - (vii) shall not exclude operations on or in the vicinity of the railway right of way.
- (b) **Automobile Liability** insurance covering bodily injury and property damage in an amount not less than Two Million Dollars (\$2,000,000) per accident, covering the ownership, use and operation of any motor vehicles and trailers which are owned, non-owned, leased or controlled by the Licensee and used in regards to this Agreement. In the event any contractors access the Property, each contractor shall independently maintain Automobile Liability insurance covering bodily injury and property damage in an amount of not less than Two Million Dollars (\$2,000,000) per accident covering the ownership, use, and operation of any motor vehicles and trailers which are owned, non-owned, leased or controlled by the contractor and/or its subcontractors and used in connection with this Agreement.

During any period in that Work is to be performed on the Property and/or Utility Line, Licensee or its contractor performing the Work, shall obtain the following additional insurance:

- (a) **Workers Compensation** insurance which shall be in strict accordance with the requirements of the most current and applicable state Workers Compensation insurance laws, and Employers' Liability insurance including Occupational Disease insurance with limits of not less than One Million Dollars (\$1,000,000) each accident/each employee, and where appropriate coverage under said policies to be extended for liability under the FELA, USL&H Act, and the Jones Act. The Licensee shall, before any services are commenced under this License submit written evidence that it has obtained full Workers Compensation insurance coverage for persons whom it employs or may employ in carrying out the services under this License. CP and its associated or affiliated companies (and the Directors, Officers, employees, agents and trustees of all of the foregoing) shall be waived of any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims.

- (b) **Railroad Protective Liability** insurance, in the name of CP, with a single limit (personal injury and property damage combined) of not less than Five Million Dollars (\$5,000,000) per occurrence and Ten Million Dollars (\$10,000,000) per aggregate.
- (c) **Contractor's Pollution Liability** insurance, including naming CP and its associated or affiliated subsidiaries (and the Directors, Officers, employees, agents and trustees of all the foregoing) as an additional insured, with a limit of not less than Two Million Dollars (\$2,000,000) for any one loss or pollution event. Coverage shall include, but not be limited to, claims for bodily injury, death, damage to property including the loss of use thereof, clean-up costs and associated legal defense expenses arising from pollution conditions caused by, and/or exacerbated by, services performed by the Licensee on behalf of CP. The policy shall be endorsed to contain a blanket contractual liability endorsement. If this policy is written on a "claims-made" basis it shall remain in effect for no less than twenty-four (24) months after the expiry or termination of this Agreement.

(collectively, the "**Insurance Coverage**").

Licensee agrees that the insurance requirements set out herein shall not limit or restrict its liabilities pursuant to this Agreement.

The Insurance Coverage required to be maintained pursuant to this Agreement shall be primary and not excess of any other insurance that may be available. Unless otherwise provided above, all insurance coverage shall take place in the form of an occurrence basis policy and not a claims made policy.

Licensee shall waive any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims where permissible under the insurance policies required under this Insurance Section.

Licensee shall provide CP with written notice and all reasonable particulars and documents related to any damages, losses, incidents, claims, and potential claims concerning this Agreement as soon as practicable after the damage, loss, incident, or claim has been discovered. Licensee is responsible for any deductible and excluded loss under any insurance policy. The deductible in any insurance policy shall not exceed such maximum amount that a reasonably prudent business person would consider reasonable.

The Insurance Coverage shall be endorsed to provide CP with not less than thirty (30) days written notice in advance of cancellation.

Licensee shall provide a copy of the certificate(s) of insurance evidencing the above Insurance Coverage prior to entering the Property or commencing any Work and CP may require Licensee to annually provide a copy of updated certificate(s) of insurance evidencing the renewal of the above Insurance Coverage. Such certificate(s) of insurance or notice(s) shall be sent via email to cprail@ebix.com or via fax to (770) 325-6378. Upon request, Licensee shall provide CP with certified copies of the insurance policies.

CP shall have no obligation to examine such certificate(s) or to advise Licensee if its Insurance Coverage is not in compliance with this Agreement. Acceptance of any certificate(s) which are not compliant with the requirements set out herein shall in no way whatsoever imply that CP has waived its insurance requirements.

CP reserves the right to maintain the Insurance Coverage in good standing at Licensee's expense and to require Licensee to obtain additional insurance where, in CP's reasonable opinion, the circumstances so warrant. If the Licensee fails to maintain the Insurance Coverage required in this Agreement, CP may, at its option, terminate this Agreement without notice.

APPENDIX 3

EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
CANADIAN PACIFIC RAILWAY
AND



CITY OF RICHFIELD

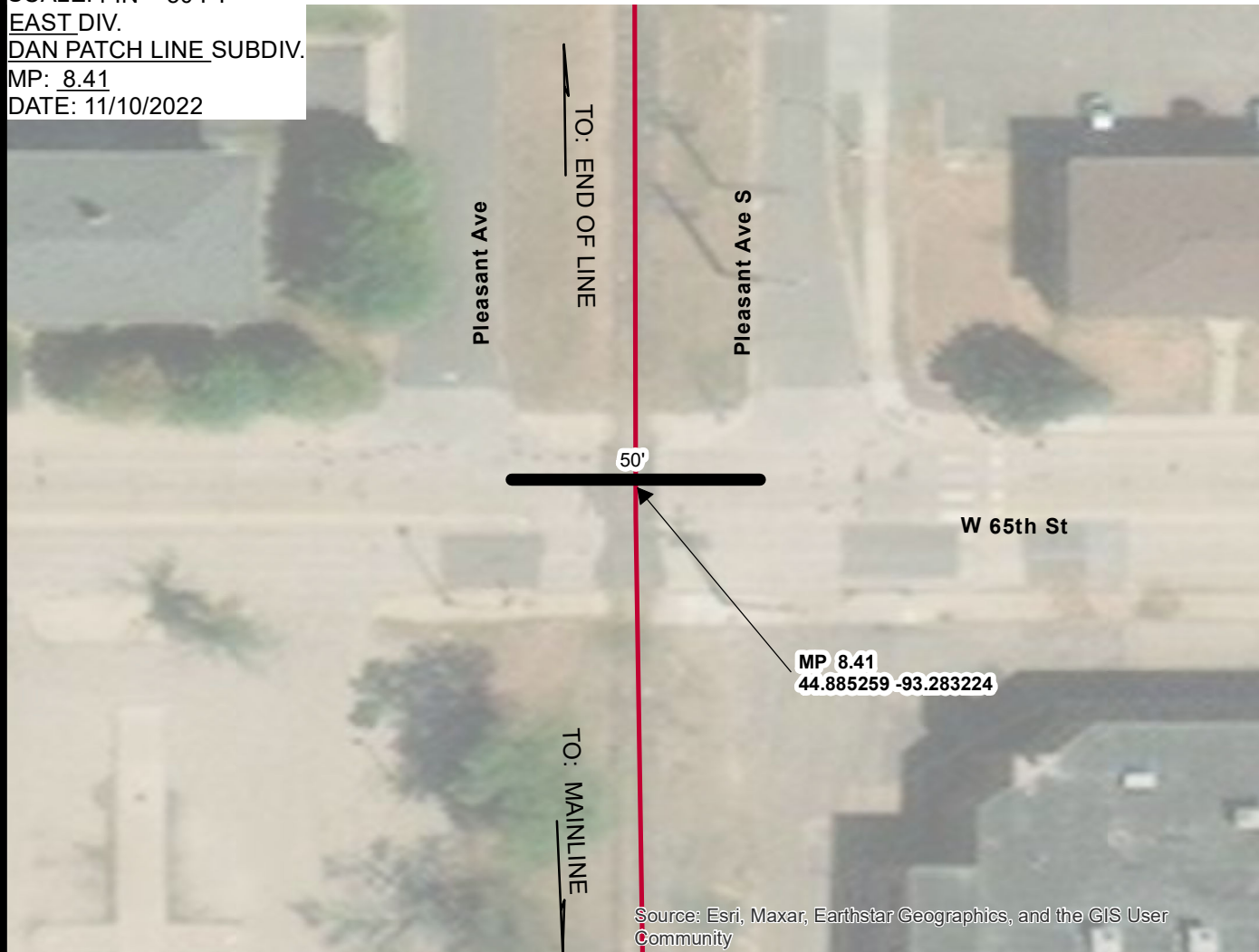
SCALE: 1 IN = 50 FT

EAST DIV.

DAN PATCH LINE SUBDIV.

MP: 8.41

DATE: 11/10/2022



DESCRIPTION OF PIPELINE
PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	<u>48"</u>	<u>-</u>	LENGTH ON R/W:	<u>50'</u>	<u>-</u>
CONTENTS:	<u>STORM SEWER</u>	<u>-</u>	WORKING PRESSURE:	<u>GRAVITY</u>	<u>-</u>
PIPE MATERIAL:	<u>RCP</u>	<u>-</u>	BURY: BASE/RAIL TO TOP OF CASING	<u>3.65'</u>	<u>-</u>
SPECIFICATIONS / GRADE:	<u>E80</u>	<u>-</u>	BURY: NATURAL GROUND	<u>4.15'</u>	<u>-</u>
WALL THICKNESS:	<u>10"</u>	<u>-</u>	BURY: ROADWAY DITCHES	<u>-</u>	<u>-</u>
COATING:	<u>-</u>	<u>-</u>	CATHODIC PROTECTION	<u>-</u>	<u>-</u>

VENTS: NUMBER - SIZE - HEIGHT OF VENT ABOVE GROUND -

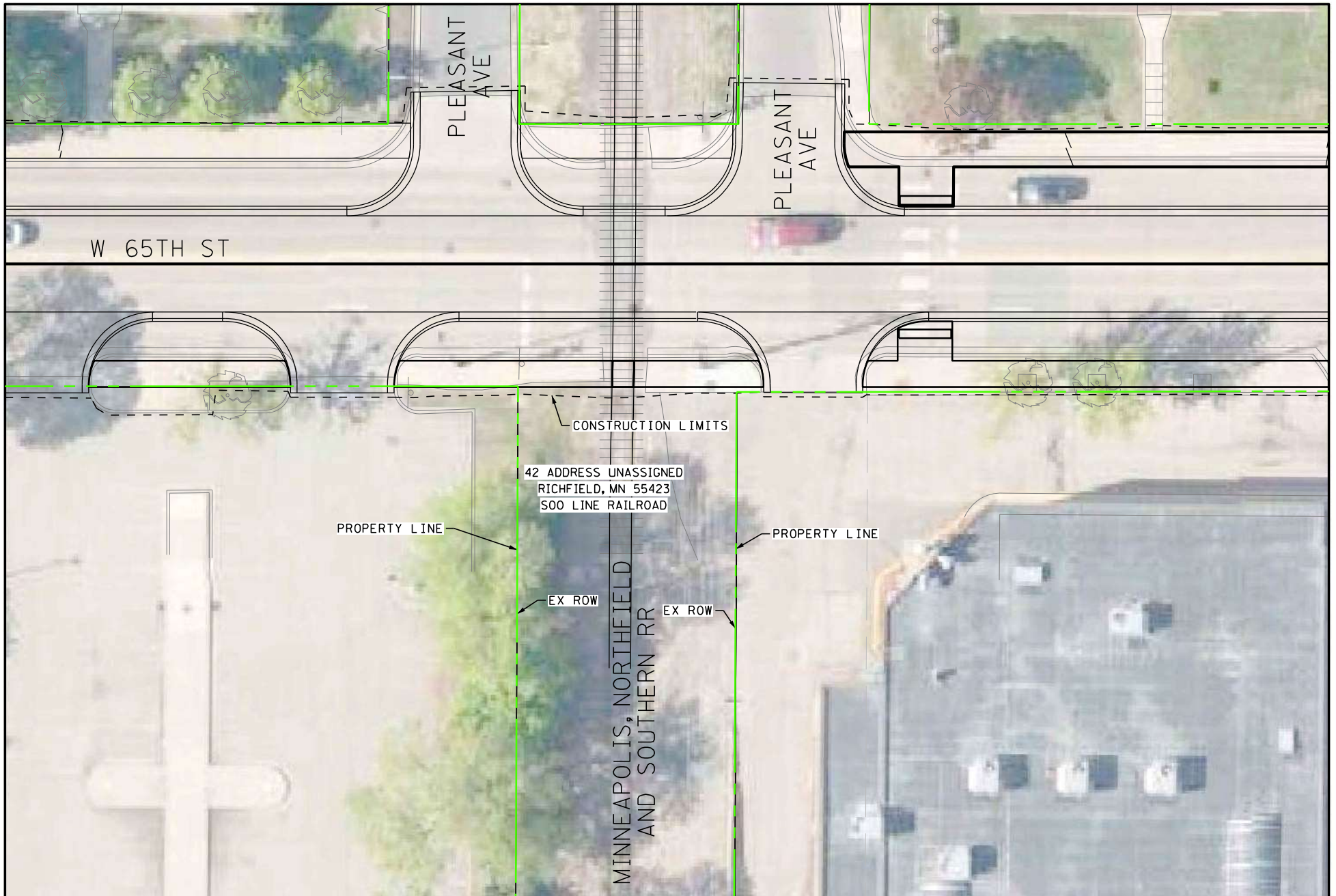
NOTE: CONDUIT TO BE INSTALLED BY OPEN TRENCHING

RICHFIELD
COUNTY OF HENNEPIN

STATE OF MN

JRG

DRAWING NO. 55301



30
SCALE IN FEET

42 ADDRESS UNASSIGNED
RICHFIELD, MN 55423
SOO LINE RAILROAD

PARCEL SKETCH
5/13/2021

SHEET 1 OF 1


Kimley»Horn



STAFF REPORT NO. 37
CITY COUNCIL MEETING
3/28/2023

REPORT PREPARED BY: Nellie Jerome, Planner I

DEPARTMENT DIRECTOR REVIEW: Melissa Poehlman, Community Development Director
3/15/2023

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
3/22/2023

ITEM FOR COUNCIL CONSIDERATION:

The second reading of an ordinance amendment to eliminate the minimum lot size requirement for a Planned Unit Development.

EXECUTIVE SUMMARY:

The purpose of a Planned Unit Development (PUD), according to the Richfield Zoning Code, is to "provide an opportunity for innovative and creative development" that will "complement existing neighborhood character." In exchange for flexibility with traditional zoning rules that would otherwise require variance approvals, a proposed PUD development is required to bring something unique, special, or beneficial to the community. Property owners may apply to receive a PUD zoning designation if the development is "well designed and can be successfully integrated into the neighborhood."

The current Richfield Zoning Code requires a property to be at least one acre in size in order to receive a PUD zoning designation. Most neighboring metro cities that staff reviewed do not have a minimum size requirement; including Hopkins, Bloomington, Edina, and Minneapolis. Although PUDs were originally intended for large, integrated developments (such as master planned communities), the process need not be limited to such projects. Richfield is considered a fully built-out City, and only about 1.5% of our 10,586 parcels in the City would meet the one acre requirement. Some locations where it might be beneficial are listed below.

Potential Redevelopment Sites:

0.51	Aster Commons* (6613-6621 Portland Avenue S)
0.66	Former Bumper to Bumper* (6501 Penn Avenue S)
0.79	1400 Block of 66th Street, North Side**
0.74	1400 Block of 66th Street, South side**
0.76	1500 Block of 66th Street, North side**
*	City-owned parcels
**	Blocks with city-owned parcels

The responsibility is on the applicant to show - through the public hearing process - how the quality of a proposed development is a reasonable trade-off for the requested Zoning Code flexibility. The negotiation

allowed by a PUD typically results in a better project than would be dictated by strict application of the Code. Staff finds no reason to exclude smaller-sized parcels from applying for PUD approval.

RECOMMENDED ACTION:

By motion: Approve the attached ordinance amendment to eliminate the minimum lot size requirement for a Planned Unit Development, and the associated resolution authorizing summary publication of said ordinance.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

The one acre minimum lot size provision appears to have been adopted in the early 1980s. The current PUD ordinance was amended in 2014 to allow the inclusion of adjacent right-of-way in the size area calculation, at the discretion of the Director.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

The proposed ordinance does not change the approval process for a PUD which includes a public hearing. The PUD regulations can be found in subsection 542 of the Richfield Zoning Code.

C. CRITICAL TIMING ISSUES:

None.

D. FINANCIAL IMPACT:

None.

E. LEGAL CONSIDERATION:

- Notice of the public hearing at the Planning Commission meeting was published in the Sun Current newspaper on February 16, 2023. No mailed notice was required.
- The Planning Commission recommended approval of the attached ordinance at its February 27 meeting.
- The first reading of the attached ordinance was heard by the Council on March 14, 2023.

ALTERNATIVE RECOMMENDATION(S):

- Approve the attached ordinance amendment with additions or modifications.
- Deny the attached ordinance amendment with a finding that the proposal does not comply with the Comprehensive Plan.

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

ATTACHMENTS:

Description	Type
▣ Ordinance - PUD lot size	Ordinance
▣ Summary Reso - PUD lot size	Resolution Letter

BILL NO. _____

**AN ORDINANCE AMENDING THE RICHFIELD ZONING CODE REGULATIONS
TO ELIMINATE THE MINIMUM LOT SIZE REQUIREMENT
FOR A PLANNED UNIT DEVELOPMENT.**

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1 Subsection 542.03 of the Richfield Zoning Code related to the scope of Planned Unit Developments (PUD's) is amended to read as follows:

Subdivision 1. [Table of PUD Districts.] Planned District regulations are applied in conjunction with a Guiding District, as described in the following table. The Planned District provisions may modify any portion of the regulations of the Guiding District or other regulations of the code. The provisions may apply additional requirements or allow exceptions to general regulations:

PUD District	Abbreviation	Guiding Districts
Planned Residential	PR	R and R-1
Planned Two Family Residential	PMR-1	MR-1
Planned Multifamily Residential	PMR	MR-2 and MR-3
Planned Service Office	PSO	PSO
Planned Neighborhood Commercial	PC-1	C-1
Planned General Commercial	PC-2	C-2
Planned Mixed Use	PMU	MU-N, MU-C, and MU-R
Planned Industrial	PI	I

Subd. 2. ~~Minimum area. A PUD district shall contain not less than one (1) acre (43,560 square feet) in lot area. With respect to planned unit developments only, lot area may include (at the discretion of the Director), areas of the right-of-way that are improved and integral to the design of the project.~~

Subd. 3. PMR-1 density limitation. In the PMR-1 District, the density of two-family dwellings shall not exceed ten (10) dwelling units per acre.

Subd. 4. Mixed or multiple land uses. Both residential and nonresidential land uses may be included in a single PUD District provided that:

- a) The uses are those that are authorized in one (1) of the eight (8) types of PUD Districts;
- b) The land use that is not normally allowed in the Guiding District shall not occupy more than 25 percent of the gross floor area in the PUD; and

- c) Notwithstanding the foregoing, an adult establishment as defined and regulated in Section 1196 of the City Code is not permitted in any PUD District other than a PC-2, PMU, or PMI District

Section 2 This ordinance is effective in accordance with Section 3.09 of the Richfield City Charter.

Passed by the City Council of the City of Richfield, Minnesota this 28th day of March, 2023.

Mary B. Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk

RESOLUTION NO. _____

**RESOLUTION APPROVING SUMMARY PUBLICATION
OF AN ORDINANCE TO ELIMINATING THE MINIMUM LOT SIZE REQUIREMENT
FOR A PLANNED UNIT DEVELOPMENT**

WHEREAS, the City has adopted the above-referenced amendment of the Richfield City Code; and

WHEREAS, the verbatim text of the amendment is cumbersome, and the expense of publication of the complete text is not justified.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield that the following summary is hereby approved for official publication:

**SUMMARY PUBLICATION
BILL NO. _____**

**AN ORDINANCE AMENDING THE RICHFIELD ZONING CODE
REGULATIONS ELIMINATING THE MINIMUM LOT SIZE REQUIREMENT
FOR A PLANNED UNIT DEVELOPMENT**

This summary of the ordinance is published pursuant to Section 3.12 of the Richfield City Charter.

This ordinance amendment removes the minimum lot size requirement for a PUD, allowing any sized parcel to apply for this type of approval.

Copies of the ordinance are available for public inspection in the City Clerk's office during normal business hours or upon request by calling the Department of Community Development at (612) 861-9760.

Adopted by the City Council of the City of Richfield, Minnesota this 28th day of March, 2023.

Mary B. Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk



STAFF REPORT NO. 38
CITY COUNCIL MEETING
3/28/2023

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police
3/20/2023

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
3/22/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of a Resolution allowing staff to execute all necessary documents to opt-in to the new opioid settlements involving Teva, Allergan, CVS, Walgreens and Walmart.

EXECUTIVE SUMMARY:

New opioid settlements have recently been approved, giving municipalities until April 18, 2023 to opt-in. Due to this new round of settlements, the original Memorandum of Agreement (MOA) has been updated as well. The city's allocation for this round of settlement funds has not yet been determined.

RECOMMENDED ACTION:

By motion: Approve the Resolution authorizing staff to execute all necessary documents to ensure Richfield's participation in the multistate opioid settlements involving Teva, Allergan, CVS, Walmart and Walgreens.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

In late 2021, the City of Richfield, through the State of Minnesota, was eligible to participate in the national opioid settlement and the City Council approved that participation on December 14, 2021. Those settlement dollars came from Johnson and Johnson, AmerisourceBergen, Cardinal Health, and McKesson. Richfield's allocation was \$562,584 over 18 years.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

C. CRITICAL TIMING ISSUES:

The deadline to opt-in for this round of settlement funding is April 18, 2023. If not approved by the City Council, Richfield would not be eligible to receive the second round of settlement funds.

D. FINANCIAL IMPACT:

The allocation for this round of settlement dollars has not yet been determined. Once approved by the City Council and documentation is submitted, Richfield will be considered eligible for initial participation calculations and payment eligibility.

E. LEGAL CONSIDERATION:

The City Attorney has reviewed the amended MOA and approves of its contents.

ALTERNATIVE RECOMMENDATION(S):

The City Council could choose to not approve the Resolution. Richfield would not receive any additional opioid settlement funding.

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
▣ March 2023 Amended MOA - Opioid Settlement	Cover Memo
▣ Resolution	Cover Memo

AMENDED MINNESOTA OPIOIDS STATE-SUBDIVISION MEMORANDUM OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

I. Definitions

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

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

“Backstop Fund” is defined in Section VI.B below.

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

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

“Counsel” is defined in Section VI.B below.

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

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

“Legislative Modification” is defined in Section II.C below.

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

“Local Abatement Funds” are defined in Section II.B below.

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

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

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

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

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

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

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

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

“Region” is defined in Section II.H below.

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

“State Abatement Fund” is defined in Section II.B below.

II. Allocation of Settlement Proceeds

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

the State or any Participating Local Government unless and until such time as each distribution is made.

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

C. Statutory change.

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

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

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

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

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

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

- F. Effect of no statutory change by August 1, 2022. If the Legislative Modification described above does not take effect by August 1, 2022, the allocation between the Parties set forth in Section II.B shall be modified as follows: (i) 40% directly to the State Abatement Fund, and (ii) 60% to Local Abatement Funds. The Parties further agree to discuss potential amendment of this MOA if such legislation does not timely go into effect in accordance with this paragraph.
- G. Effect of later statutory change. If the Legislative Modification described above takes effect after August 1, 2022, the allocation between the Parties will be modified as follows:
 - (i) 25% directly to the State Abatement Fund, and (ii) 75% to Local Abatement Funds.
- H. Effect of partial statutory change. If any legislative action otherwise modifies or diminishes the direct allocation of Opioid Settlement Funds to Participating Local Governments so that as a result the Participating Local Governments would receive less than 75 percent of the Opioid Settlement Funds (inclusive of amounts received by counties per statutory appropriation through the Minnesota Opiate Epidemic Response Fund), then the allocation set forth in Section II.B will be modified to ensure Participating Local Governments receive 75% of the Opioid Settlement Funds.
- I. Participating Local Governments receiving payments. The proportions set forth in **Exhibit B** provide for payments directly to: (i) all Minnesota counties; and (ii) all Minnesota cities that (a) have a population of more than 30,000, based on the United States Census Bureau's Vintage 2019 population totals, (b) have funded or otherwise managed an established health care or treatment infrastructure (e.g., health department or similar agency), or (c) have initiated litigation against AmerisourceBergen, Cardinal Health, McKesson, or Janssen as of December 3, 2021.
- J. Allocation of funds between Participating Local Governments. The Local Abatement Funds shall be allocated to Participating Local Governments in such proportions as set forth in **Exhibit B**, attached hereto and incorporated herein by reference, which is based upon the MDL Matter's Opioid Negotiation Class Model.² The proportions shall not change based on population changes during the term of the MOA. However, to the extent

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

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

- K. Redistribution in certain situations. In the event a Participating Local Government merges, dissolves, or ceases to exist, the allocation percentage for that Participating Local Government shall be redistributed equitably based on the composition of the successor Local Government. In the event an allocation to a Local Government cannot be paid to the Local Government, such unpaid allocations will be allocated to Local Abatement Funds and be distributed in such proportions as set forth in Exhibit B.
- L. City may direct payments to county. Any city allocated a share may elect to have its full share or a portion of its full share of current or future annual distributions of settlement funds instead directed to the county or counties in which it is located, so long as that county or counties are Participating Local Governments[s]. If a city is located in more than one county, the city's funds will be directed based on the MDL Matter's Opioid Negotiation Class Model.

III. Special Revenue Fund

- A. Creation of special revenue fund. Every Participating Local Government receiving Opioid Settlement Funds through direct distribution shall create a separate special revenue fund, as described below, that is designated for the receipt and expenditure of Opioid Settlement Funds.
- B. Procedures for special revenue fund. Funds in this special revenue fund shall not be commingled with any other money or funds of the Participating Local Government. The funds in the special revenue fund shall not be used for any loans or pledge of assets, unless the loan or pledge is for an Approved Use. Participating Local Governments may not assign to another entity their rights to receive payments of Opioid Settlement Funds or their responsibilities for funding decisions, except as provided in Section II.L.
- C. Process for drawing from special revenue funds.
 - 1. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
 - 2. The budget or resolution must (i) indicate that it is an authorization for expenditures of opioid settlement funds; (ii) state the specific strategy or strategies the county or city intends to fund, using the item letter and/or number in **Exhibit A** to identify each funded strategy, if applicable; and (iii) state the amount dedicated to each strategy for a stated period of time.

- D. Local government grantmaking. Participating Local Governments may make contracts with or grants to a nonprofit, charity, or other entity with Opioid Settlement Funds.
- E. Interest earned on special revenue fund. The funds in the special revenue fund may be invested, consistent with the investment limitations for local governments, and may be placed in an interest-bearing bank account. Any interest earned on the special revenue funds must be used in a way that is consistent with this MOA.

IV. Opioid Remediation Activities

- A. Limitation on use of funds. This MOA requires that Opioid Settlement Funds be utilized only for future opioid remediation activities, and Parties shall expend Opioid Settlement Funds only for Approved Uses and for expenditures incurred after the effective date of this MOA, unless execution of the National Settlement Agreements requires a later date. Opioid Settlement Funds cannot be used to pay litigation costs, expenses, or attorney fees arising from the enforcement of legal claims related to the opioid epidemic, except for the portion of Opioid Settlement Funds that comprise the Backstop Fund described in Section VI. For the avoidance of doubt, counsel for Litigating Local Governments may recover litigation costs, expenses, or attorney fees from the common benefit, contingency fee, and cost funds established in the National Settlement Agreements, as well as the Backstop Fund described in Section VI.
- B. Public health departments as Chief Strategists. For Participating Local Governments that have public health departments, the public health departments shall serve as the lead agency and Chief Strategist to identify, collaborate, and respond to local issues as Local Governments decide how to leverage and disburse Opioid Settlement Funds. In their role as Chief Strategist, public health departments will convene multi-sector meetings and lead efforts that build upon local efforts like Community Health Assessments and Community Health Improvement Plans, while fostering community focused and collaborative evidence-informed approaches that prevent and address addiction across the areas of public health, human services, and public safety. Chief Strategists should consult with municipalities located within their county in the development of any Community Health Assessment, and are encouraged to collaborate with law enforcement agencies in the county where appropriate.
- C. Administrative expenses. Reasonable administrative costs for the State or Local Government to administer its allocation of the Opioid Settlement Funds shall not exceed actual costs, 10% of the relevant allocation of the Opioid Settlement Funds, or any administrative expense limitation imposed by the National Settlement Agreements or Bankruptcy Resolution, whichever is less.
- D. Regions. Two or more Participating Local Governments may at their discretion form a new group or utilize an existing group ("Region") to pool their respective shares of settlement funds and make joint spending decisions. Participating Local Governments may

choose to create a Region or utilize an existing Region under a joint exercise of powers under Minn. Stat. § 471.59.

E. Consultation and partnerships.

1. Each county receiving Opioid Settlement Funds must consult annually with the municipalities in the county regarding future use of the settlement funds in the county, including by holding an annual meeting with all municipalities in the county in order to receive input as to proposed uses of the Opioid Settlement Funds and to encourage collaboration between Local Governments both within and beyond the county. These meetings shall be open to the public.
2. Participating Local Governments within the same County Area have a duty to regularly consult with each other to coordinate spending priorities.
3. Participating Local Governments can form partnerships at the local level whereby Participating Local Governments dedicate a portion of their Opioid Settlement Funds to support city- or community-based work with local stakeholders and partners within the Approved Uses.

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

V. **Reporting and Compliance**

- A. Construction of reporting and compliance provisions. Reporting and compliance requirements will be developed and mutually agreed upon by the Parties, utilizing the recommendations provided by the Advisory Panel to the Attorney General on Distribution and Allocation of Opioid Settlement Funds.
- B. Reporting Workgroup. The Parties will work together to establish a Reporting Workgroup that includes representatives of the Attorney General's Office, state stakeholders, and city and county representatives, who will meet on a regular basis to develop reporting and compliance recommendations. The Reporting Workgroup must produce a set of reporting and compliance measures by June 1, 2022. Such reporting and compliance measures will be effective once approved by representatives of the Attorney General's Office, the Governor's Office, the Association of Minnesota Counties, and the League of Minnesota Cities that are on the Workgroup.
- C. Application of Reporting Addendum and State Law. The requirements of the Reporting and Compliance Addendum agreed to by the Minnesota Governor's Office, the Minnesota Attorney General's Office, the Association of Minnesota Counties, the League of Minnesota Cities, and members of the Minnesota Opioid Epidemic Response Advisory

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

VI. Backstop Fund

- A. National Attorney Fee Fund. When the National Settlement Agreements provide for the payment of all or a portion of the attorney fees and costs owed by Litigating Local Governments to private attorneys specifically retained to file suit in the opioid litigation (“National Attorney Fee Fund”), the Parties acknowledge that the National Settlement Agreements may provide for a portion of the attorney fees of Litigating Local Governments.
- B. Backstop Fund and Waiver of Contingency Fee. The Parties agree that the Participating Local Governments will create a supplemental attorney fees fund (the “Backstop Fund”) to be used to compensate private attorneys (“Counsel”) for Local Governments that filed opioid lawsuits on or before December 3, 2021 (“Litigating Local Governments”). By 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, Mallinckrodt, or Endo Bankruptcies. In the event that the initial allocation is modified pursuant to Section II.F. above, then the Backstop Fund will be funded by 8.75% of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the modified allocation of 40% directly to the State Abatement Fund and 60% directly to the Local Abatement Funds, and will not include payments resulting from the Purdue, Mallinckrodt, or Endo Bankruptcies. In the event that the allocation is modified pursuant to Section II.G. or Section II.H. above, back to an allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, then the Backstop Fund will be funded by 7% of the share of each payment made to the Local Abatement

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

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

- D. Backstop Fund Payment Cap. Any attorney fees paid from the Backstop Fund, together with any compensation received from the National Settlement Agreements' Contingency Fee Fund, shall not exceed 15% of the total gross recovery of the Litigating Local Governments' share of funds from the National Settlement Agreements. To avoid doubt, in no instance will Counsel receive more than 15% of the amount paid to their respective Litigating Local Government client(s) when taking into account what private attorneys receive from both the Backstop Fund and any fees received from the National Settlement Agreements' Contingency Fee Fund.
- E. Requirements to Seek Payment from Backstop Fund. A private attorney may seek payment from the Backstop Fund in the event that funds received by Counsel from the National Settlement Agreements' Contingency Fee Fund are insufficient to cover the amount that would be due to Counsel under any contingency fee agreement with a Litigating Local Government based on any recovery Litigating Local Governments receive from the National Settlement Agreements. Before seeking any payment from the Backstop Fund, private attorneys must certify that they first sought fees from the National Settlement Agreements' Contingency Fee Fund, and must certify that they agreed to accept the maximum fees payments awarded to them. Nothing in this Section, or in the terms of this Agreement, shall be construed as a waiver of fees, contractual or otherwise, with respect to fees that may be recovered under a contingency fee agreement or otherwise from other past or future settlements, verdicts, or recoveries related to the opioid litigation.
- F. Special Master. A special master will administer the Backstop Fund, including overseeing any distribution, evaluating the requests of Counsel for payment, and determining the appropriate amount of any payment from the Backstop Fund. The special master will be selected jointly by the Minnesota Attorney General and the Hennepin County Attorney, and will be one of the following individuals: Hon. Jeffrey Keyes, Hon. David Lillehaug; or Hon. Jack Van de North. The special master will be compensated from the Backstop Fund. In the event that a successor special master is needed, the Minnesota Attorney General and the Hennepin County Attorney will jointly select the successor special master from the above-listed individuals. If none of the above-listed individuals is available to serve as the successor special master, then the Minnesota Attorney General and the Hennepin County Attorney will jointly select a successor special master from a list of individuals that is agreed upon between the Minnesota Attorney General, the Hennepin County Attorney, and Counsel.
- G. Special Master Determinations. The special master will determine the amount and timing of any payment to Counsel from the Backstop Fund. The special master shall make one determination regarding payment of attorney fees to Counsel, which will apply through the term of the recovery from the National Settlement Agreements. In making such determinations, the special master shall consider the amounts that have been or will be received by the private attorney's firm from the National Settlement Agreements' Contingency Fee Fund relating to Litigating Local Governments; the contingency fee contracts; the dollar amount of recovery for Counsel's respective clients who are

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

- H. Special Master Proceedings. Counsel seeking payment from the Backstop Fund may also provide written submissions to the special master, which may include declarations from counsel, summaries relating to the factors described above, and/or attestation regarding total payments awarded or anticipated from the National Settlement Agreements' Contingency Fee Fund. Private attorneys shall not be required to disclose work product, proprietary or confidential information, including but not limited to detailed billing or lodestar records. To the extent that counsel rely upon written submissions to support their application to the special master, the special master will incorporate said submission or summary into the record. Any proceedings before the special master and documents filed with the special master shall be public, and the special master's determinations regarding any payment from the Backstop Funds shall be transparent, public, final, and not appealable.
- I. Distribution of Any Excess Funds. To the extent the special master determines that the Backstop Fund exceeds the amount necessary for payment to Counsel, the special master shall distribute any excess amount to Participating Local Governments according to the percentages set forth in **Exhibit B**.
- J. Term. The Backstop Fund will be administered for (a) the length of the National Litigation Settlement Agreements' payments; or (b) until all Counsel for Litigating Local Governments have either (i) received payments equal to the Backstop Fund Payment Cap above or (ii) received the full amount determined by the special master; whichever occurs first.
- K. No State Funds Toward Attorney Fees. For the avoidance of doubt, no portion of the State Abatement Fund will be used to fund the Backstop Fund or in any other way to fund any Litigating Local Government's attorney fees and expenses. Any funds that the State receives from the National Settlement Agreements as attorney fees and costs or in lieu of attorney fees and costs, including the Additional Restitution Amounts, will be treated as State Abatement Funds.

VII. General Terms

A. Scope of agreement.

1. This MOA applies to the National Settlement Agreements and the Bankruptcy Resolutions.⁴
2. This MOA will also apply to future National Settlement Agreements and Bankruptcy Resolutions with Opioid Supply Chain Participants that include structural or payment provisions requiring or anticipating the participation of both the State and its political subdivisions, and allows for the allocation between the State and its political subdivisions to be set through a state-specific agreement.
3. The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of the National Settlement Agreements or any Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.

B. When MOA takes effect.

1. This MOA shall become effective at the time a sufficient number of Local Governments have joined the MOA to qualify this MOA as a State-Subdivision Agreement under the National Settlement Agreements or as a Statewide Abatement Agreement under any Bankruptcy Resolution. If this MOA does not thereby qualify as a State-Subdivision Agreement or Statewide Abatement Agreement, this MOA will have no effect.
2. The Parties may conditionally agree to sign on to the MOA through a letter of intent, resolution, or similar written statement, declaration, or pronouncement declaring their intent to sign on to the MOA if the threshold for Party participation in a specific Settlement is achieved.

C. Dispute resolution.

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

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

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

3. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds violated any Minnesota criminal law, such conduct shall be reported to the appropriate criminal authorities.
- D. Amendments. The Parties agree to make such amendments as necessary to implement the intent of this MOA.
- E. Applicable law and venue. Unless otherwise required by the National Settlement Agreements or a Bankruptcy Resolution, this MOA, including any issues related to interpretation or enforcement, is governed by the laws of the State of Minnesota. Any action related to the provisions of this MOA must be adjudicated by the Ramsey County District Court. If any provision of this MOA is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.
- F. Relationship of this MOA to other agreements and resolutions. All Parties acknowledge and agree that the National Settlement Agreements will require a Participating Local Government to release all its claims as provided in the National Settlement Agreements to receive direct allocation of Opioid Settlement Funds. All Parties further acknowledge and agree that based on the terms of the National Settlement Agreements, a Participating Local Government may receive funds through this MOA only after complying with all requirements set forth in the National Settlement Agreements to release its claims. This MOA is not a promise from any Party that any National Settlement Agreements or Bankruptcy Resolution will be finalized or executed.
- G. When MOA is no longer in effect. This MOA is effective until one year after the last date on which any Opioid Settlement Funds are being spent by the Parties pursuant to the National Settlement Agreements and any Bankruptcy Resolution.
- H. No waiver for failure to exercise. The failure of a Party to exercise any rights under this MOA will not be deemed to be a waiver of any right or any future rights.
- I. No effect on authority of Parties. Nothing in this MOA should be construed to limit the power or authority of the State of Minnesota, the Attorney General, or the Local Governments, except as expressly set forth herein.
- J. Signing and execution. This MOA may be executed in counterparts, each of which constitutes an original, and all of which constitute one and the same agreement. This MOA may be executed by facsimile or electronic copy in any image format. Each Party represents that all procedures necessary to authorize such Party's execution of this MOA have been performed and that the person signing for such Party has been authorized to execute the MOA in an official capacity that binds the Party.

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

on **by Katie Rodriguez:**

Signature: _____

Name: _____

Title: _____

Date: _____

On behalf of: Richfield city

EXHIBIT A

List of Opioid Remediation Uses

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

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed 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, including by making capital expenditures to purchase, rehabilitate, or expand facilities that offer treatment.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including *MOUD*, as well as counseling, psychiatric support, and other treatment and recovery support services.

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

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

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

4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support detoxification (detox) and withdrawal management services for people with OUD and any co-occurring SUD/MH conditions, including but not limited to medical detox, referral to treatment, or connections to other services or supports.
8. Provide training on MOUD for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH or mental health conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, licensed mental health counselors, and other mental and behavioral health practitioners or workers, including peer recovery coaches, peer recovery supports, and treatment coordinators, involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, continuing education, licensing fees, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“DATA 2000”) to prescribe MOUD for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.

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

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

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

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including but not limited to new Americans, African Americans, and American Indians.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

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

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

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (“SBIRT”) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MOUD in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MOUD, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

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

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“PAARI”);

2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
-
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MOUD, and related services.
 3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
 4. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
 5. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
 6. Support critical time interventions (“*CTI*”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
 7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

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

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

1. Support evidence-based or evidence-informed treatment, including MOUD, recovery services and supports, and prevention services for the perinatal population—or individuals who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to caregivers and families affected by Neonatal Opioid Withdrawal Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MOUD, for uninsured individuals with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with the perinatal population and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for *NOWS* babies; expand services for better continuum of care with infant-caregiver dyad; and expand long-term treatment and services for medical monitoring of *NOWS* babies and their caregivers and families.
5. Provide training to health care providers who work with the perinatal population and caregivers on best practices for compliance with federal requirements that children born with *NOWS* get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for caregivers with OUD and any co-occurring SUD/MH conditions, emphasizing the desire to keep families together.
7. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
8. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
9. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children

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

PART TWO: PREVENTION

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

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

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:
 1. Increase the number of prescribers using PDMPs;
 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MOUD referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

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

1. Funding media campaigns to prevent opioid misuse, including but not limited to focusing on risk factors and early interventions.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health

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

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

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

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

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

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

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

1. Law enforcement expenditures related to the opioid epidemic.
2. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

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

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.
5. Support multidisciplinary collaborative approaches consisting of, but not limited to, public health, public safety, behavioral health, harm reduction, and others at the state, regional, local, nonprofit, and community level to maximize collective impact.

K. TRAINING

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

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

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

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system,

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

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MOUD and their association with treatment engagement and treatment outcomes.

M. 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%

RESOLUTION NO.

RESOLUTION AUTHORIZING STAFF TO EXECUTE DOCUMENTS TO ENSURE PARTICIPATION IN NEW OPIOID SETTLEMENT FUNDING

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, the City of Richfield supports and agrees to the State-Subdivision Agreement; and

BE IT FURTHER RESOLVED, the City of Richfield supports and opts into the April 2023 multistate agreement and all future multistate settlement agreements with opioid supply chain participants; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richfield hereby adopts the Resolution authorizing staff to execute documents, ensuring participation in the new opioid settlement funding opportunities.

Adopted by the City Council of the City of Richfield, Minnesota this 28th day of March 2023.

ATTEST:

Mary Supple, Mayor

City Clerk

